

The Expressive Arts Therapy Association of Hong Kong
Code of Ethics for Expressive Arts Therapists

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1. Preamble

- 1.1. As defined by International Expressive Arts Therapy Association ® (“IEATA®”), Expressive Arts refers to the combination of visual arts, movement, drama, music, creative writing and other artistic processes to deepen personal growth and community development.
- 1.2. Expressive Arts Therapy is the integration of various art modalities and creative processes to foster personal growth and social transformation. Our minds, bodies and spirits are connected within the creative healing process.
- 1.3. Expressive Arts Therapy Association of Hong Kong (“EATA HK”) is a non-profit, professional organisation founded in 2012. EATA HK supports expressive arts therapists, artists, social workers, educators and other professionals who utilise diverse and cross-media art forms, in promoting personal growth and social transformation through indulging into the process of integrating expressive arts.
- 1.4. EATA HK has been established to:
 - (a) Inspire our community members by bringing the arts into our society for personal wellness, growth, communication and collaborative learning.
 - (b) Organise expressive arts programmes and training events.
 - (c) Encourage multimodal/intermodal approaches within the fields of psychology, social work, counselling, organisational development, community arts and education.
 - (d) Strive for professional excellence and ethical standards of practice in the field of expressive arts.
- 1.5. EATA HK is committed to protect the welfare and human rights of our Clients. This Code of Ethics (the “Code”) declares our mission to pursue professionalism. Ensuring that Expressive Arts Therapists are able to provide the Services that suit in the best interests of Clients.

2. Code of Ethics

2.1. Purpose

2.1.1. The Code intends to:

- (a) Establish professional requirements and ethical standards for Expressive Arts Therapists as guidelines for their practice;
- (b) Identify the values, principles and responsibilities of all Expressive Arts Therapists;
- (c) Promote professional standards, competence and accountability in the field of Expressive Arts Therapy;
- (d) Protect the welfare and best interests of Clients; and
- (e) Outline the complaints procedure for misconduct by Expressive Arts Therapists.

2.1.2. The Code should be reviewed and updated periodically to ensure the relevance and effectiveness of its provisions, providing guidelines for Expressive Arts Therapists to achieve a high level of service.

2.2. Definitions

In this Code,

2.2.1. “The Code of Ethics” refers to the ethical principles and values upon which a profession is based.

2.2.2. “Expressive Arts Therapy” refers to the creative modalities used by trained therapists in any situation where they provide assessment, treatment or professional advice. Creative modalities include, but are not limited to visual arts, dance and movement, music, drama, and creative writing.

2.2.3. “Expressive Arts Therapists” refers to any professional and associate members of EATA HK who provide any form of the Service.

2.2.4. “We/Our/Us” refers to Expressive Arts Therapists from EATA HK.

2.2.5. “The Service” refers to any Expressive Arts Therapy provided by Us, including but not limited to the following:

- (a) Designing and provision of the Service;
- (b) Research;
- (c) Training and teaching;
- (d) Supervising other therapists and supporting colleagues /

helpers; and

(e) Other activities and behaviours relevant to the overall provision of the Service.

2.2.6. “Client” refers to any individual, couple, family, group or community as a recipient of the Service provided by Us.

2.2.7. “Conflict of interest” refers to:

(a) Any situation where We are or may potentially be involved in decisions or actions where We are not able to put Clients’ well-being over Our personal interests or concerns;

(b) Any situation where We are or may potentially be in a position to derive personal benefit from actions or decisions made in breach of Our professional responsibilities and duties owed to Clients; and

(c) Any situation where We are or may potentially not be able to act, make decisions or provide the Service to Clients in an unbiased manner.

2.2.8. “Informed consent” refers to the written permission or authorisation given by the Clients after their acknowledgement of the potential risks and benefits of any Service provided by Us.

In the case of a Client who is a minor or a mentally incapacitated person (the latter may not be able to give voluntary informed consent due to limited understanding or communication barriers; informed consent should be provided by the Client’s authorised parent or guardian.

Anyone who has provided informed consent has a right to withdraw the consent at any time.

2.2.9. “Professional relationship” refers to the working relationship between Clients and Us, which involves the provision of the Service.

2.2.10. “Media” refers to any written, digital or social media communication that widely reaches or influences our society, including but not limited to newspapers, radio, television, directories, business cards and online platforms.

2.2.11. “Confidential Information” refers to any personal information concerning Clients. The information includes, but is not limited

to, all written, audiovisual and digital records of artworks produced, as well as photographs and personal information obtained during the Service.

2.2.12. "Supervisor" refers to an individual responsible for supervising the provision of professional Service to Clients.

2.3. Application

2.3.1. All members who register from EATA HK must sign a commitment to abide by the Code, when they are included in EATA HK's membership list.

2.3.2. All members of EATA HK should read and comprehend the Code, as well as applying the Code into Service procedures. Violation of this Code of Ethics may result in disciplinary proceedings by EATA HK.

2.3.3. The Code applies to the provision of professional Services to any Clients, regardless of their race, colour, belief (creed), sex, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status.

2.3.4. The "Code" shall be interpreted. No clause or section shall be interpreted separately from the rest of the code.

2.3.5. Membership may be terminated for members who:

- (a) Violate this Code;
- (b) Are convicted of a crime that affects their proper practice;
- (c) Are expelled or disciplined by another professional organisation.

3. Responsibility

3.1. We should respect the rights and dignity of Clients.

3.2. When providing the Service, we should maintain the professional standards of the set forth in this Code and be responsible for the consequences of our actions.

3.3. We must ensure that our Clients understand the nature of the Service and voluntarily participate in our Service. Informed Consent from the Clients must be obtained before commencing the Service.

3.4. We advocate for professional ethics that are honest, accurate, clear, fair and incorruptible.

4. Competence

- 4.1. We should be aware of the limitations of individual abilities and skills. We must only provide Services that are formally certified; This certification ensures that registered members of EATA HK have successfully achieved at a professional level.
- 4.2. When We provide assessments, treatments, professional advice and application techniques, We must take precautions to protect the well-being of Our Clients.
- 4.3. We should be aware of potential conflicts of interest and other issues that may arise during Our Service. These issues may interfere with the effective provision of the Service. If such issues occur, We should seek assistance from other competent and independent therapists.
- 4.4. We should avoid attempts by any organisations to influence Our professional practice, so as not to violate our professional judgement and integrity.
- 4.5. We should be aware that personal opinions and values may affect Our decisions and behaviours when providing Services. We should avoid these personal opinions and values from interfering with or impacting Our professional practices.
- 4.6. We should accept regular supervision to develop professional skills, monitor performances, reflect on Our own practices and take responsibilities for our Clients.
- 4.7. We should keep pace with the latest developments in the profession and engage in continued professional education.
- 4.8. We should understand the scientific, ethical and legal innovations corresponding to Our Services, as well as the corresponding social, political, and organisational developments.
- 4.9. We should terminate the Professional Relationship when the Client no longer benefits from the Service, or no longer needs them.
- 4.10. When We are unable to handle or cope with Clients' situations, We should terminate the Service and arrange a referral.
- 4.11. We should seek assistance from other third-party professionals when We become aware of any personal problems, physical or mental impairments that could negatively affect Our professional competence.
- 4.12. We should provide evidence-based Expressive Arts Therapy and take Clients' age, gender, education, language, cultural background, as well as Clients' physical and mental capabilities into account.
- 4.13. We should respect the human rights, beliefs and backgrounds of our Clients, including but not limited to sexual orientation, disability,

cultural background, ethnicity and religious beliefs. We should remain sensitive and prudent in providing Services.

- 4.14. We should value imageries, symbols and symbolic meanings, but not denigrate or pathologise them without comprehension.

5. Moral and Legal Standards

- 5.1. We respect the laws established by any country, government, city and community.
- 5.2. We are obligated to report and record any criminal convictions to EATA HK before registrations and renewals of any membership.
- 5.3. We should avoid doing anything that would damage the reputation of IEATA, ANZACATA and/or other accredited registration bodies recognized by EATA HK.
- 5.4. We should be mindful of the potential impacts of Our professional and personal conduct on society at large, remaining vigilant and avoiding impulsive actions that could undermine the public's trust in the role of therapists or the profession as a whole.
- 5.5. We must hold relevant Professional Indemnity Insurance.
- 5.6. We respect the laws and regulations in relation to technology, social media platforms or other virtual platforms.
- 5.7. We must not exploit Our Professional Relationship for vested interests.
- 5.8. We must not engage in any personal, romantic or sexual activities with Clients outside of Our Professional Relationship, nor develop any dual relationships that may impair Our professional judgment; this is not permitted even with the Client's voluntary consent.
- 5.9. We should approach nonsexual touch with caution and vigilance. The following guidelines provide some information on what constitutes appropriate physical contact (but are not limited to the list below):
 - (a) Avoid touching or arousing any sexually arousing parts of the body;
 - (b) When considering physical contact, it is essential to assess the nature and intent of the physical contact, as well as the implications of transference-countertransference;
 - (c) Assess whether physical contact will continue to promote the therapeutic aspects of the Service;
 - (d) Assess whether physical contact might cause misunderstandings with the Client, further hindering the therapeutic relationship between the Expressive Arts Therapist and the Client; and
 - (e) Ensure Clients consent to physical contact.

6. Public Statements, Publications and Representations

- 6.1. When publishing, We should utilise the latest and most relevant information and select them with professional judgment.
- 6.2. We should distinguish between personal opinions and generally accepted viewpoints within our profession. We should also issue a disclaimer to clarify that personal opinions do not represent the position of EATA HK.
- 6.3. When We express our personal opinions on a selected topic, they should be based on verified research or other evidence before proper citations.
- 6.4. We should avoid expressing opinions on issues that are outside our area of expertise.
- 6.5. We should not use insulting and inappropriate language or make offensive remarks.
- 6.6. We must not mislead or deceive the public regarding Our personal and professional qualifications. We should accurately and truthfully represent Our professional affiliations, education and training backgrounds, as well as professional experiences.
- 6.7. We should promote the Service accurately and truthfully, so that the public can make informed judgments and choices.
- 6.8. We may represent Ourselves as a specialist within a specific area of Expressive Arts Therapy if We receive further education, training, or work experiences which qualifies Us to practice in such specialised areas.
- 6.9. We must obtain the consent of EATA HK before using its trademarks and any intellectual property rights.

7. Confidentiality

- 7.1. We have an obligation to protect the confidentiality of all Clients' information and safeguard them against any possible unintended disclosure in accordance with the law and practice.
- 7.2. When collecting confidential information from Clients, Clients have the right to learn about the purpose and scope of confidentiality. We have an obligation to explain to Clients the purpose of collecting information, its potential use, and the circumstances under which it may be disclosed to third parties based on regulations.
- 7.3. In accordance with the Personal Data (Privacy) Ordinance, We will establish storage and cleanup records to ensure the confidentiality of

data.

- 7.4. Unless there is a crisis situation that endangers the public interest, or the Client's mental and emotional state jeopardises the Client and/or others, confidential information may only be disclosed with the Client's written consent. This also applies to students and interns who may require access to the case for educational and supervisory purposes. Before considering disclosing confidential information, the Client's right to confidentiality and unimpeded treatment should be weighed against legal requirements, the community's right to protect the public interest, and/or maintaining professional standards.
- 7.5. Before disclosing Clients' confidential information to a third party, we must obtain the Client's written consent and remove all information that could identify the Client to a reasonably practicable extent.
- 7.6. All Confidential Information collected should only be disclosed to the Supervisor for reasons that would benefit the Service. When necessary, and with the Client's written consent, the Client's information may be disclosed to third-party experts.
- 7.7. We should limit the scope of disclosing Confidential Information to that matter consistent with professional purposes, specific details authorised by the Client, and the requirements or event that led to the disclosure.
- 7.8. Unless privacy can be guaranteed, We should not discuss Confidential Information with any person in any setting.
- 7.9. We should protect Confidential Information during legal proceedings to the extent permitted by law.
- 7.10. In all circumstances, we should disclose the minimum amount of Confidential Information of the Clients.

8. Welfare of Clients

- 8.1. The scope of therapist's practice and training must be accurately and truthfully disclosed to the Clients.
- 8.2. We should seek active participation from Clients and strive to fully incorporate their opinions and wishes into the Service (e.g. setting goals with the Clients, exploring alternatives and services available to Clients).
- 8.3. We should explain to Clients their obligations during the Service, explain any foreseeable risks and possible consequences associated with the Service provided to them.

- 8.4. We shall regularly review and evaluate our Services to ensure that We are providing professional Service within the scope of Our practices and training.

9. Relationships with other Professionals

- 9.1. We have the responsibility to ensure that, when appropriate, professional assistance is provided to other registered members of EATA HK and/or other third-party professionals.
- 9.2. We should provide written confirmations from third-party professionals who have contributed to, or directly influenced Our publications, articles, newsletters and research.
- 9.3. We should not provide Service to individuals who are currently receiving Services from another creative arts therapist, unless otherwise agreed by all parties.
- 9.4. We should respect the professional practices and conventions of Our colleagues and other third-party professionals within the psychotherapeutic field. If a Client seeks Our Service from another third-party professional with whom they already have a professional relationship, We should work in collaboration with the third-party professionals for the Client's well-being.

10. Handling Misconduct

- 10.1. When We become aware of a minor breach of this Code by another Expressive Arts Therapist, when appropriate, We should first attempt to resolve the issue informally by bringing the behaviour to the attention of the offending Expressive Arts Therapist. If the minor breach cannot be resolved, the professional Code committee of EATA HK should be notified so that formal action can be taken.
- 10.2. If there is a formal complaint regarding the Services provided by an Expressive Arts Therapist of EATA HK, the formal complaint should be submitted to the Code of Ethics Committee of EATA HK. The Committee shall investigate and determine appropriate disciplinary action in accordance with the Procedures for Ethical Standards for Expressive Arts Therapists.
- 10.3. If any member is found to have seriously violated the Code, EATA HK has the right to expel them from membership.

Note: In case of any discrepancy between the Chinese and English versions, the English version shall prevail.