

**AGREEMENT GOVERNING THE EMPLOYMENT CONDITIONS OF CONFERENCE INTERPRETERS PAID BY
THE DAY**

**between the International Association of Conference Interpreters
and the Co-ordinated Organisations**

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SECTION I – SUBJECT

Article 1 - Signatories

1.1 - The present agreement is between the International Association of Conference Interpreters (hereinafter called AIIC) on the one hand;

1.2 - and the hereafter mentioned Co-ordinated Organisations: the European Space Agency (ESA), the Council of Europe (CE) and the North Atlantic Treaty Organisation (NATO) (hereinafter together called "the Organisations") on the other hand.

THE SIGNATORIES HAVE AGREED AS FOLLOWS:

Article 2 - Background

2.1 - The Organisations and AIIC concluded a first five-year agreement in 1969 on the employment conditions of conference interpreters paid by the day;

2.2 - A further nine agreements succeeded the 1969-1973 one, covering the periods 1974-1978, 1979-1983, 1984-1988, 1989-1993, 1994-1998, 1999-2001, 2002-2006, 2007-2013 and 2014-2020 respectively ;

Article 3 – Scope

3.1 - This Agreement shall apply to the meetings of the Organisations with interpreting, which meetings, where necessary, shall be defined in the supplementary agreements specific to each Organisation.

3.2 - For the purposes of this Agreement, "interpreters" shall be understood as referring to both interpreters of spoken languages and interpreters of sign languages.

3.3 - The provisions embodied in the supplementary agreements to this Agreement which are specific to the Organisations shall prevail over the corresponding provisions of the Agreement.

SECTION II - REMUNERATION

Article 4 - Daily remuneration

4.1 - Daily remuneration shall be set in accordance with Section IV (Recruitment and working conditions), paragraphs 7.1 or 7.2, and Appendix I (Composition of teams) and shall be payable at the following rates:

4.1. a - the basic rate, payable for all interpreting at meetings to which a large team of interpreters is assigned (in particular a team of three interpreters for meetings with two active languages) or in the cases specified in paragraphs 9.1 and 10.1.

4.1. b - the higher rate, payable for all interpreting for which a small team of interpreters is recruited or where the requirements in paragraph 7.2 are met.

4.2 - With effect from 1 January 2021, or at the latest from the date on which this Agreement is signed, whichever is later, the daily remuneration of interpreters shall be as follows:

4.2. a - the basic rate shall be 1/17th of the basic monthly salary of an official of grade L3, step 5 who is unmarried and resident in France (see the monthly salary scales in force in the Organisation concerned). This remuneration shall be indexed on the said basic monthly salary.

4.2. b – higher rate I shall be 160% of the basic rate.

4.2. c – higher rate II shall be 153% of the basic rate.

4.3 - The implementing arrangements for the three rates are specified in the supplementary agreements specific to each of the Organisations.

4.4 - The time limits for submitting a complaint regarding the calculation of remuneration shall be specified by way of a supplementary agreement. They will, where applicable, comply with the rules concerning time limits for claims for payment in force in each Organisation. Interpreters and Organisations shall, in any event, have a period of at least one year in which to submit a complaint concerning the calculation of remuneration or to request reimbursement of an erroneous payment.

SECTION III – SOCIAL PROTECTION

Article 5 – Provision for retirement

5.1 - The Organisations shall deduct from the daily remuneration an interpreter's contribution of 9%, to which shall be added their own contribution of 12%, and shall pay the aggregate 21% to the Caisse de Prévoyance des Interprètes de Conférence (CPIC) or the Caisse de Pension des Interprètes et Traducteurs de Conférence (CPIT).

5.2 - If, in exceptional circumstances, an interpreter asks not to be affiliated to either of the funds referred to in paragraph 5.1, each Organisation shall pay the 21% contribution to another retirement fund run on the same principles, subject to the agreement of the interpreter concerned and at his or her own risk.

5.3 – In exceptional circumstances, an interpreter who is not affiliated to either of the funds referred to above may be recruited for a maximum of ten days' work, spread over one or more assignments in an Organisation. In this case the interpreter shall be paid the 21% contribution.

The Organisation concerned shall inform the interpreter immediately on his or her first assignment that he or she will not be able to work for a total of more than ten days in an Organisation without being affiliated as above.

Article 6 – Cover against accident, illness and temporary or permanent inability to work (loss of earnings)

6.1 - Each Organisation shall take out an insurance policy to cover the interpreters whom it employs against accident, illness and temporary or permanent inability to work (loss of earnings) occurring during the periods covered by their contracts. The daily allowances shall be calculated at the basic rate.

6.2 - A copy of these insurance policies shall be forwarded to AICC.

6.3 - The insurance premiums payable in respect of periods of work shall be two-thirds funded by the Organisations concerned and one-third funded by the interpreter.

6.4 - The aggregate premiums shall be paid to the insurer by the Organisations concerned, the interpreter's share being deducted from daily remuneration at the basic rate.

6.5 - Interpreters living and working in France or carrying out an assignment abroad for an Organisation or one of its subsidiary bodies based in France shall have mandatory cover under the general French social security scheme or the welfare scheme for self-employed persons (except for old-age provision).

6.6 - In cases covered by the preceding paragraph, the conditions of affiliation shall be the subject of a supplementary agreement to the present agreement, to be concluded with AICC by each Organisation concerned under its own agreements with the competent French authorities.

6.7 - In the case of interpreters affiliated to a national social security scheme, the primary cover against sickness shall be provided by that scheme and the insurance referred to in paragraph 6.1 above shall provide only supplementary cover.

6.8 - Any amendment to this Article in the course of the duration of this Agreement shall be the subject of a supplementary agreement between the Organisation(s) concerned and AICC.

SECTION IV – RECRUITMENT AND WORKING CONDITIONS

Article 7 – Composition of teams

7.1 - The minimum number of interpreters assigned to a meeting shall vary according to the number of languages, as shown in the table in Appendix I to this agreement.

7.2 - In the case of scientific or technical meetings or meetings presenting particular difficulties, such as systematic interpretation of documents read out, a large team of interpreters, remunerated at a higher rate, shall be engaged.

7.3 - Having regard to the above subparagraphs, the number of staff in each sign language interpreting team shall be determined taking into account the additional and specific requirements of this mode of interpretation.

Article 8 – Definition of the working day

8.1 -The working day shall normally comprise two sessions, each session lasting from three hours to three and a half hours, starting from the time for which the meeting was convened, with a break of one and a half hours in between. If the working day comprises more than two meetings, the aggregate time worked shall not exceed seven hours. If the working day comprises only one session, this shall not exceed five hours, with a break of at least 30 minutes. The total length of the working day (defined as the interval between the time for which the first meeting was convened and the time at which the last meeting ended) shall not exceed ten hours, save in the exceptional circumstances provided for in the supplementary agreements. Where these norms are exceeded, the team shall be either reinforced or replaced by a relief team; where that is impossible, each interpreter concerned shall be entitled to time off in lieu within the period of his or her contract or, failing this, to financial compensation (payment at the higher rate).

Article 9 – Very short meetings

9.1 - In exceptional cases of meetings lasting no longer than two hours, a small team of interpreters may be engaged and remunerated at the basic rate.

Article 10 – Cancellation or shortening of the contract

10.1 - If the contract is cancelled or the assignment is shortened for reasons outside the interpreter's control, remuneration at the basic rate shall be payable for each day cancelled, including travelling time. The daily subsistence allowance shall be payable in addition for any journey already embarked upon together with the travel expenses incurred.

10.2 - In accordance with the AIIC professional code, the interpreter shall inform the Organisation concerned of any period of work, including travelling time, which he or she obtains for the day or days affected by the cancellation. In such cases the remuneration corresponding to the said days shall not be paid.

10.3 - No payment shall be due in respect of any cancellation of which the interpreter is informed more than two months before the starting date of the assignment.

Article 11 – Particular conditions applying to the individual Organisation

11.1 - In addition to the general working conditions for interpreters laid down in the present agreement, a supplementary agreement, reviewable through consultation, may be drawn up between each Organisation and AIIIC so as to establish, if necessary, the specific working conditions.

Article 12 – Recruitment policy

12.1 - In the interests of both Parties, the Organisations shall endeavour as far as possible to maintain a degree of stability in their recruitment policies, to use direct, individual engagement and to avoid any sudden terminations of engagements.

Article 13 – Technical facilities

13.1 - The working conditions set out in Articles 4 (Daily remuneration), 7 (Composition of teams) and 8 (Definition of the working day) of this Agreement shall apply only to the traditional situation where the interpreter is in the meeting room. Should the Organisations decide to make use of remote interpreting, they undertake to apply the conditions set out in Section V of this Agreement and shall define the duration of the meetings, the composition of the teams, the rate of remuneration and any other aspect deemed relevant in their respective supplementary agreements.

13.2 - Where technical facilities (for video-conferences, for example) are being constructed or improved, and new technologies introduced, the Organisations shall endeavour to comply with the standards and specifications of the International Standards Organisation and the International Electrotechnical Commission and shall have regard as far as possible to the opinion of AIIIC.

13.3 - Any interruption of interpreting, whether conventional or remote, caused by technical problems shall be the responsibility of the Organisations.

SECTION V – REMOTE INTERPRETING

Article 14 – Physical presence of interpreters versus remote interpreting

14-1 - The Organisations recognise that the physical presence of interpreters, in the same room as the participants, with a direct view of the meeting room, in accordance with applicable ISO standards, shall remain the rule, as it is the best way to ensure high-quality interpreting and good working conditions, and that the cognitive load for interpreters is increased where such conditions are not met,

14-2 - The purpose of the present Section is to define the working conditions related to remote interpreting, namely interpreting in which interpreters are not physically present in the same room as the participants in the meeting and have no direct view of the meeting room, in accordance with applicable ISO standards (or Publicly Available Specification – PAS – where appropriate).

14-3 - The forms of remote interpreting covered by this Section are those where:

- a) The booths are located in a separate room, close to the one in which the meeting is taking place.
- b) The booths are located in a different venue to the one in which the meeting is taking place; or
- c) The booths are connected remotely to a virtual meeting room, including where part of the main speakers and participants are physically present in the same room as the interpreters.

In all cases, the booths are installed in such a way as to replicate interpreters' normal working environment. The Organisations undertake to make all necessary technical arrangements in order to protect the hearing of the interpreters working remotely. These technical arrangements shall be defined in the respective supplementary agreements.

Article 15 – General Provisions

15.1 - Interpreters shall be informed that remote interpreting shall be required at the time of recruitment, or as soon as the interpreting service has been informed of and approved this mode of interpreting.

15.2 - In order to allow for the co-ordination of the team of interpreters, all interpreters assigned to the same meeting shall work in booths located in the same room.

15.3 - An interpreter required to work remotely shall not be assigned to another meeting in the traditional mode on the same day, unless it is specified in a supplementary agreement.

15.4 - In addition to the team of interpreters, there shall be a person with the primary responsibility of ensuring co-ordination between the interpreters working remotely and the meeting organisers.

15.5 - The interpreter is responsible for following instructions and procedures for remote interpreting as made available by each organisation.

SECTION VI – ASSIGNMENTS AWAY FROM THE PROFESSIONAL PLACE OF RESIDENCE

Article 16 - Professional residence

16.1 - For the purpose of this agreement interpreters may not have more than one professional place of residence simultaneously. The professional place of residence shall be declared to the Organisations no later than the first contract entered into; any change shall be notified in writing to the Organisations thirty days in advance and may apply only to continuous periods of six months or more. In the case of interpreters who are AIIC members, the AIIC yearbook shall be binding.

Article 17 - Travel expenses

17.1 - Unless mutually agreed otherwise, the rules governing travel expenses shall be those in force in each Organisation.

Article 18 – Daily subsistence allowances

18.1 - Unless mutually agreed otherwise, the rules governing subsistence allowances shall be those in force in each Organisation. The subsistence expenses payable to interpreters assigned to work away from their professional place of residence shall be those applicable for official-journey expenses to permanent staff of the Organisations; the Organisations shall send the new scales to AIIC whenever the allowances are adjusted.

18.2 - Where an interpreter is assigned to a meeting for more than one day at a place less than 50 kilometres from his or her professional place of residence, he or she shall be entitled to a daily subsistence allowance if the departure time of the train from the professional place of residence is before 8 am or if its arrival time on the return journey is later than 11 pm. In cases where the subsistence allowance is paid, travel expenses shall be payable for only one return journey. Conference interpreters shall not claim the daily subsistence allowance unless they stay at the place of the meeting.

Article 19 – Remuneration for travelling time

19.1 - As a general rule, and subject to the provisions of paragraph 19.3 below, the interpreter shall be deemed to have travelled the day before the meeting and immediately after the meeting ends or, if it is impossible to return by 11 pm, the next morning at the latest.

19.2 - Where an interpreter is assigned to a conference at a place which is more than 50 kilometres from his or her professional place of residence, he or she shall receive remuneration for the time which has to be spent travelling, at the level established in a supplementary agreement specific to each Organisation.

19.3 - However, no remuneration shall be paid where the Organisation informs the interpreter, at the time of engagement, that the conference will begin sufficiently late and/or end sufficiently early for the interpreter to travel on the first and/or the last day of the conference by the authorised means of transport, leaving the station or town-centre airline terminal at the professional place of residence after 8 am and returning by 11 pm. Interpreters shall not be required to travel between 11 pm and 8 am, except where it is impossible to do otherwise.

Article 20 – Non-working days not worked

20.1 - Within the one contract away from the interpreter's professional place of residence, any non-working day not worked shall give rise to payment of remuneration at the basic rate and a daily subsistence allowance. In the

case of two consecutive contracts away from the professional place of residence with a maximum of two days between them, an Organisation that has opted to keep the interpreter on the spot shall pay him or her remuneration at the basic rate and a daily subsistence allowance in respect of the calendar day or days in between the contracts.

SECTION VII – DURATION AND RENEWAL OF THE AGREEMENT

Article 21 – Duration and conditions of renewal of the agreement

21.1 - The present agreement shall cover the period from 1 January 2021, or at the latest from the date of signature of the Agreement, whichever is later, until 31 December 2025.

21.2 - If none of the parties asks for fresh negotiations to be opened by 30 June 2025, the agreement shall be automatically extended until 31 December 2027. If one of the parties asks for fresh negotiations before 30 June 2025, but these have not been concluded by 31 December 2025, the Agreement shall be extended for one year until 31 December 2026.

21.3 - Negotiations for the possible renewal of this agreement shall be opened not later than six months before its expiry.

21.4 - Wherever possible, the Organisations shall provide AICC with statistics on volume at the mid-point of the term of the Agreement.

SECTION VIII – MISCELLANEOUS PROVISIONS

Article 22 – Consultations between the Organisations and AIIIC

22.1 - Throughout the period of this agreement, consultations may take place, at the request of either Party, between representatives of AIIIC and the administrative department or departments of the Organisation or Organisations concerned.

22.2 - Any difference of opinion about the interpretation of the present Agreement which has not been resolved in accordance with the procedure provided for in the preceding paragraph shall be settled through consultations between AIIIC and the Organisation or Organisations concerned.

Article 23 – Disputes

23.1 - Any disputes between an interpreter and an Organisation shall be submitted either to the Appeals Board or Administrative Tribunal of that Organisation, or to the arbitration body provided for in the Organisation in such cases.

Article 24 – Scope of the agreement

24.1 - The present agreement shall be binding only on the signatories.

IN WITNESS WHEREOF, the undersigned representatives, duly authorised by AICC and the Organisations respectively, have signed this Agreement in one original copy in French, kept by AICC. AICC is required to deliver to each of the Organisations a certified true copy of the original.

Done

Done

On

On

For the International Association of
Conference Interpreters

For the European Space Agency

Uros Peterc
President

Johann-Dietrich Wörner
Director General

Done

On

For the Council of Europe

Francis Dangel
Director General of Administration

Done

On

For the North Atlantic Treaty Organisation

APPENDIX I

COMPOSITION OF TEAMS (Section IV, Article 7)

Minimum number of interpreters¹

| | Large team Basic rate | Small team Higher rate |
|---|--------------------------|---------------------------|
| <u>Single language conference</u> | | |
| Interpreted into 1 other language | 3 | 2 |
| Interpreted into 2 other languages ² | 6 | 4 |
| <u>2-language conference</u> | | |
| Interpreted into those 2 languages | 3 | 2 |
| Interpreted into 3 languages (2 + 1) | 6 | 5 |
| <u>3-language conference</u> | | |
| Interpreted into 2 languages | 4 | 3 |
| Interpreted into 3 languages | 6 | 5 |
| <u>4-language conference</u> | | |
| Interpreted into 2 languages | 5 | 4 |
| Interpreted into 3 languages | 8 | 6 |
| Interpreted into 4 languages | 11 | 8 |
| <u>5-language conference</u> | | |
| Interpreted into 2 languages | 6 | 4 |
| Interpreted into 3 languages | 9 | 6 |
| Interpreted into 4 languages | 12 | 8 |
| Interpreted into 5 languages | 15 | 10 |
| <u>6-language conference</u> | | |
| Interpreted into 2 languages | 6 | 4 |
| Interpreted into 3 languages | 9 | 6 |
| Interpreted into 4 languages | 12 | 8 |
| Interpreted into 5 languages | 15 | 10 |
| Interpreted into 6 languages | 18 | 12 |
| <u>7-language conference³</u> | | |
| Interpreted into 2 languages | | 6 |
| Interpreted into 3 languages | | 9 |
| Interpreted into 4 languages | | 12 |
| Interpreted into 5 languages | | 15 |
| Interpreted into 6 languages | | 18 |
| Interpreted into 7 languages | | 21 |

¹ In the event of regular relay, this should be provided by at least two members of the team.

² Each booth working continuously must be staffed either by three interpreters at the basic rate or by two interpreters at the higher rate.

³ These provisions do not replace existing team arrangements usually applied and mutually agreed to by administrative departments on the one hand and interpreters on the other, in particular for parliamentary assemblies.

8-language conference ³

| | |
|------------------------------|----|
| Interpreted into 2 languages | 6 |
| Interpreted into 3 languages | 9 |
| Interpreted into 4 languages | 12 |
| Interpreted into 5 languages | 15 |
| Interpreted into 6 languages | 18 |
| Interpreted into 7 languages | 21 |
| Interpreted into 8 languages | 24 |

APPENDIX II

Exception concerning the central and eastern European countries

The Co-ordinated Organisations concerned, by exchange of correspondence with AIIIC dated 11 December 1998, provided for remuneration of interpreters recruited in the central or eastern European countries at the basic rate as an exception to the conditions laid down in the agreement between Co-ordinated Organisations and AIIIC. That exception will cease to apply when the state concerned joins the OECD*. That exception shall not apply to "mixed" teams comprising interpreters recruited both in the central and eastern European countries and in the OECD countries.

* For the duration of this Agreement, the list of OECD member countries shall be the list of member states as at 31 December 2020, irrespective of any subsequent accessions.

LIST OF TECHNICAL, PRACTICAL AND ORGANISATIONAL ASPECTS TO BE CONSIDERED FOR REMOTE SIMULTANEOUS INTERPRETATION PLATFORMS

ACCOMPANYING NOTE - NATO

In compliance with Chapter IX of the supplementary agreement with the North Atlantic Treaty Organization, this note shall be reviewed and updated on a regular basis between the AICC negotiating delegation and NATO (Ms. Frédérique Pillet, Head of Interpretation & Conference Services).

I On the technical side

Platforms and headsets

When using soft consoles, USB headsets are installed with the laptops by our technical services. These USB headsets are ISO compliant and include acoustic shock protection.

Consoles

We use 2 types of consoles:

- Hard consoles connected to the RSI platform
- Soft consoles with the following features:
 - o A microphone on/off button;
 - o A mute/cough button;
 - o Outgoing and incoming channels (for relay interpretation) and
 - o A volume control.

Screens

All booths are equipped with at least two large screens per interpreter. They are positioned in the interpreter's line of vision.

Sound and image quality

When fluctuations in sound and image or poor synchronization between the two occur, priority is given to sound quality.

Video feeds/inputs

Screens in the booth can be used to access glossaries and other tools relevant to interpretation; they also display any speaker taking the floor and/or presentation taking place in the room.

When using virtual platforms, these screens display the console interface and shall include a panoramic or partial view of the meeting room (close-up view of the active speaker and/or close-up view of the chair/moderator).

II On the practical side

Conference Technician

Technicians operate meeting rooms remotely via a control room located in the conference centre. When a virtual meeting has been set up, technicians are available via intercom.

Pre-meeting set-up

The system/connection is tested with at least one interpreter any time between 24 hours to 1 hour before the meeting is scheduled to start.

Sound checks can also be organized with the help of the platform's provider. For other platforms, tests are organized by the technicians as well as virtual participants.

Before high-level virtual meetings, a roll call is performed to test individual connections and sound quality for all participants.

Paper documents

Interpreters shall, when available, receive all paper documents (including the chair's speaking notes) for all RSI assignments.

Team communication

Interpreters shall have the possibility of communicating with their team partners throughout the meeting.

III Recommendations to delegates in remote

Headphones and microphones

In order to optimize sound quality, participants should use quality headphones with an integrated microphone, plugged into their device.

Microphones should be muted when not speaking.

Using the computer's inbuilt loudspeaker and microphone system will cause a feedback loop, and must therefore be avoided.

Ambient noise interference

Participants are encouraged to select a quiet place from which to connect to the meeting, in order to avoid interferences from the outside environment.

Ambient noise interference causes additional hearing stress to the interpreters and impinges upon their ability to provide quality interpretation, and should therefore be avoided wherever possible.

Participants should be asked to turn off all sound notifications (skype, WhatsApp, emails, etc.) while attending virtual meetings.

Connection stability

In the interest of uninterrupted two-way communication, and to avoid audio buffering and video freezing wherever possible, participants shall ensure that they are using the most stable network connection available to them, preferably via Ethernet rather than WiFi.

Scripted speeches

Participants shall wherever possible submit scripted speeches in advance to the interpreters.

Participants should avoid reading from documentation, wherever possible.

IV Guidelines for organizers

Moderator

All RSI meetings will be assisted by a meeting moderator who will help the Chair manage the speakers' list (amongst other things).

All RSI meetings will be assisted by a meeting moderator who will help the Chair manage the speakers' list (amongst other things).

Owing to VoIP latency, RSI meetings do not lend themselves to quick exchanges. The moderator shall ensure that sufficient time is granted between each intervention to allow the interpreters to finish sentences (and switch channels, where appropriate).

Distribution of documents

A member of the secretariat or an interpreter shall be in charge of distributing paper documents to be discussed during the meeting to the interpreters present in the hub.

Communication

The designated meeting team leader has the possibility of communicating with the event moderator (Secretariat member) throughout the meeting.

Authorization to stop interpretation

A designated team leader shall indicate that no interpretation should take place if the sound is truly inadequate. Interpretation resumes when the sound has improved. A set declaration shall be used to say over the microphone when interpretation has to be interrupted because of sound issues.

Typology of meetings

Some types of meetings such as drafting groups do not lend themselves to RSI.

11 December 2020

For AIIC



President

For NATO,

Nathalie MATTHIJS
Acting Deputy Assistant Secretary General for Human Resources

Supplementary Agreement
between
the International Association of Conference Interpreters (AIIIC)
and the
North Atlantic Treaty Organisation (NATO)

Article 1 – Definition of the working day

1. Notwithstanding Article 8 of the agreement, and to take account of the constraints peculiar to the organization, the working day shall comprise two sessions of variable duration.
2. Notwithstanding Article 8 of the agreement, and to take account of the constraints peculiar to the organization, the working day may comprise a single session lasting not more than six hours.
3. Notwithstanding Article 8 of the agreement, and to take account of the constraints peculiar to the organization, the working day may comprise a single session lasting not more than two and a half hours to which a small team of interpreters, remunerated at the basic rate, is assigned.
4. Hours of work shall be counted from the time when the meeting is convened up to the time when it actually ends. They shall not include the lunch break, which is part of the total duration of the working day.

Article 2 – Definition of the higher rate

The higher rate shall be higher rate II defined in Article 4.2.c of the Agreement.

Article 3 – Application of the higher rate

1. The higher rate shall be applied automatically where the hours prescribed in Article 1 are exceeded.
2. The higher rate shall be applied, without the hours being exceeded, by decision of the head interpreter depending on the nature of the meeting.

Article 4 – Meeting report

As from the entry into force of the Agreement, interpreters engaged by NATO at the daily rate of remuneration shall be required, at the end of each working day, to complete a pro format meeting report. This report shall provide a basis for determining, at the end of the month, the applicable rates.

Article 5 – Recruitment of interpreters retired from the organization

5.1 Notwithstanding Article 11 of the Agreement, NATO undertakes to only recruit freelance interpreters retired from the organization as a last resort and in function of the nature of the meeting.

5.2 NATO undertakes to continuously implement initiatives aiming at recruiting freelance interpreters under the age of retirement.

5.3 Freelance interpreters over the age of 70 who are recruited by NATO shall comply with article 5.2 of the agreement¹.

Article 6 – Remote interpretation

6.1 For each remote interpretation meeting, a team leader shall be designated and will be responsible for deciding whether the interpretation should stop if the sound makes it impossible to properly interpret.

6.2 Definition of the working day

6.2.1 The following conditions apply only to meetings where two languages are used.

6.2.2 For the needs of interpreting, the rules on remote simultaneous interpreting shall apply to videoconferences where a number of main speakers and participants are connected remotely to a physical meeting room².

6.2.3 Remote simultaneous interpreting work shall be restricted to:

6.2.3.1 A single session of a maximum duration 3 hours and 30 minutes or

6.2.3.2 Two sessions of a maximum total duration of 3 hours each.

6.2.4 Where the duration exceeds that set out in paragraph 6.2.3.1 and 6.2.3.2, the team shall be replaced by a relief team.

6.3 Daily remuneration

6.3.1 An interpreter required to work in the forms of remote simultaneous interpreting provided for in Article 14.3 (b) and (c) of the main agreement and for the duration defined in paragraph 6.2.3.1 above shall be paid an allowance equivalent to 25% of the basic rate in addition to the remuneration provided for in Article 4 of the main agreement.

6.3.2 An interpreter required to work in the forms of remote simultaneous interpreting provided for in Article 14.3 (b) and (c) of the main agreement and for the duration defined in paragraph 6.2.3.2 above shall be remunerated at the higher rate II defined in Article 4.2.c of the Agreement.

6.3.3 As regards the form of remote simultaneous interpreting provided for in Article 14.3 (a), the allowance equivalent to 25% of the basic rate shall only be paid where the duration of the working day for RSI is exceeded.

¹ Freelance interpreters over the age of 70 may subscribe to a life insurance policy, as long as such policy remains the same until the last day of employment by NATO.

² This provision shall apply depending on the number of interventions by remote participants for the duration of the meeting. It shall not apply to in-person meetings where only occasional interventions on a specific item of the agenda are made by a limited number of participants connected remotely.

Article 7 - Composition of teams

- 7.1 The minimum number of interpreters assigned to a meeting in remote simultaneous interpreting shall vary according to the number of languages, the duration of the meeting and the particular difficulties (such as scientific or technical meetings or the systematic interpretation of documents read out) that it presents.

Article 8 - Accompanying note

- 8.1 An accompanying note shall be appended to this supplementary agreement detailing the broad aspects of remote interpretation at NATO and their development. Such a technical note may be reviewed on a regular basis with AIIIC.

Article 9 - Dialogue with AIIIC

The two parties undertake to hold a yearly session to discuss developments and ways to further their dialogue.

Date: 11 December 2020

For AIIIC



President

For the North Atlantic Treaty Organisation

Nathalie MATTHIJS
*Acting Deputy Assistant Secretary General for Human
Resources*

**LIST OF TECHNICAL, PRACTICAL AND ORGANISATIONAL ASPECTS TO BE CONSIDERED FOR
REMOTE SIMULTANEOUS INTERPRETATION PLATFORMS**

DRAFT ACCOMPANYING NOTE

In compliance with Chapter ... of the supplementary agreement with, this list shall be reviewed and updated on a regular basis between the AICC negotiating delegation and the

I On the technical side

Platforms and headsets

Acoustic shock or peak load protection provided by the platform, console or headset.

Adequate/ISO compliant/ good sound quality so as to avoid constant noise exposure protection

Interpreters shall be issued with ISO compliant USB headsets with an integrated microphone and inbuilt acoustic echo cancelling (for soft consoles).

Consoles

2 types of consoles can be used:

Hard consoles connected to the RSI platform aka "hybrid RSI" are the preferred option

Soft consoles (fallback solution) which shall include :

- a microphone on/off button
- a mute/cough button
- outgoing and incoming channels (for relay interpretation)
- a volume control

Add-ons for soft consoles:

- volume control knob
- bass/treble control
- any add-ons, wherever possible, to reduce use of mouse

Screens

Ergonomically positioned large screen in the interpreter's line of vision (preferred solution)

Reasonably sized screen(s) inside the interpreting booths (fallback solution). Position shall be adjustable.

Sound and image quality

In case of fluctuations in sound and image (blurring or freezing) or poor synchronization between the two , priority should be given to sound quality.

Video feeds/inputs

shall include a panoramic or partial view of the meeting room

- close-up view of the active speaker and/or
- close-up view of the chair/moderator

- display of documents to replicate what is shown in the meeting room

Directionality of sign language interpreters :

Please see

<https://aiic.net/page/print/7821> for the positioning of sign language interpreters in RSI

II On the practical side

Conference Technician

A conference technician shall be present during the whole meeting in order to assist interpreters in case of technical problems with the platform.

Pre-meeting set-up

The system/connection is tested with the interpreters 30 minutes before the meeting is scheduled to start.

Training/technical briefing

Interpreters will receive some training prior to the first use of a given platform.

Paper documents

Interpreters shall receive all paper documents (including the chair's speaking notes) in advance of all RSI assignments .

Team communication

Interpreters shall have the possibility of communicating with their team partners throughout the meeting.

III Recommendations to delegates in remote

Headphones and microphones

In order to optimize sound quality, participants shall use quality headphones with an integrated microphone , plugged into their device.

Microphones should be muted when not speaking.

Using the computer's inbuilt loudspeaker and microphone system will cause a feedback loop, and must therefore be avoided.

Ambient noise interference

Participants shall choose a quiet place from which to connect to the meeting , in order to avoid interferences from the outside environment , in particular they shall refrain from speaking while on the move (car/bus/train ...) or from an open space/outdoors (garden/public square) in order to allow for proper communication and interpretation.

Ambient noise interference causes additional hearing stress to the interpreters and impinges upon their ability to provide quality interpretation and should therefore be avoided wherever possible.

Participants are asked to turn off all sound notifications (skype, WhatsApp ,emails, etc) while attending virtual meetings.

Connection stability

In the interest of uninterrupted two-way communication, and to avoid audio buffering and video freezing wherever possible , participants shall ensure that they are using the most stable network connection available to them (LAN or Wifi).

Scripted speeches

Participants shall wherever possible submit scripted speeches in advance to the interpreters.

Participants should avoid reading from documentation, wherever possible.

IV Guidelines for organisers

A contract specifying the technical and non technical requirements to be met shall be signed by the interpretation division (ITEM) and the organisers of meetings/events using RSI .

Moderator

All RSI meetings will be assisted by a meeting moderator who will help the Chair manage the speakers' list (amongst other things) .

Owing to VoIP latency, RSI meetings do not lend themselves to quick exchanges. The moderator shall ensure that sufficient time is granted between each intervention to allow the interpreters to finish sentences (and switch channels, where appropriate).

Training / briefing

Training for speakers should include:

- information on quality /ISO compliant headsets
- safe microphone practices (preventing microphone feedback and audio shocks)
- providing of speeches

Distribution of documents

A member of the secretariat shall be in charge of distributing paper documents to be discussed during the meeting to the interpreters present in the hub.

Communication

The designated team leader shall have the possibility of communicating with the event moderator (Secretariat member) throughout the meeting.

Authorisation to stop interpretation

Each team of interpreters shall have a team leader (designated by the interpretation department) who can decide to stop interpretation during the meeting when technical requirements are not met and do not allow for quality interpretation. In addition individual

interpreters may, for the same reasons, decide to interrupt interpretation of a given speaker or intervention .

Typology of meetings

The following types of meetings do not lend themselves to RSI:

Drafting groups

Disclaimer

A disclaimer shall be added to the web streamed and/or archived recording stating that interpretation is intended to facilitate communication and does not constitute an authentic record of the event.

11 December 2020

For AIIC

For the Council of Europe



President



Head of the Interpreting, Travel, Events and
Multimedia Department and Head Interpreter

SUPPLEMENTARY AGREEMENT

between
the International Association of Conference Interpreters (AIIC)
and
the Council of Europe

HAVING REGARD to the Agreement concluded between AIIC and the Co-ordinated Organisations (European Space Agency, Council of Europe and North Atlantic Treaty Organisation) for the period 2021-2025 (2026 or 2027 if extended in accordance with Article 22) (hereinafter called "the Agreement");

HAVING REGARD to Rule No. 1201 of 24 November 2004 specifying the conditions of employment of conference interpreters paid on a daily basis (Appendix I);

HAVING REGARD to the Rule in force on the organisation of official journeys undertaken by the Council of Europe staff members¹;

THE SIGNATORIES HAVE AGREED AS FOLLOWS in respect of the employment of conference interpreters paid on a daily basis (hereinafter called "interpreters").

I. SCOPE

1. Pursuant to Article 3, the meetings to which the Agreement shall apply are:
 - Meetings of the statutory organs of the Council of Europe, bodies set up under a Council of Europe treaty and bodies, committees or organs set up by or with the authorisation of the Committee of Ministers,
 - Meetings in zones of conflict,

II. AFFILIATION OF INTERPRETERS TO SOCIAL SECURITY

2. The Council of Europe shall affiliate to the general French Social Security scheme all interpreters resident in France, with the exception of those who declare themselves to be affiliated to the welfare scheme for self-employed persons. As provision for retirement is covered by Section III, Article 5 of the Agreement, this affiliation shall exclude old-age contingency cover.

3. Remuneration for travelling time forms part of the contribution base for social insurance purposes.

III. CONFIRMATION OF CONTRACTS

4. An option that has not been cancelled shall be deemed to be confirmed two weeks before the date of the meeting.

IV. TRAVEL EXPENSES

5. Travel expenses to and from the professional place of residence to the place of work shall, in the case of journeys exceeding 50 km, be defrayed by the Council of Europe within the limits of the cost of travel by the means of transport and route of which the interpreter is informed when offered a contract.

¹ As at the date of signature of the Supplementary Agreement: Rule No. 1389 of 27 April 2017 on the organisation of official journeys.

6. Interpreters shall organise their journeys in such a way as to leave by the earliest possible train or flight after the time when the meeting is scheduled to end and shall make their travel arrangements as soon as the contract is confirmed, so as to benefit from the cheapest possible air or rail fares, in particular fares for non-refundable and non-modifiable tickets. The Organisation shall, in that case, bear the risks attached to cancellation of the meeting or the flight or a change in the time of the meeting and cases of *force majeure*. Where applicable, the contract shall specify that the journey may take place on the first or last day of the meeting.

7. Notwithstanding Article 19.3 of the Agreement, interpreters may not be required to travel between 11 pm and 7 am, except where it is impossible to do otherwise.

8. Interpreters shall be authorised to travel by air or by any other means of transport of their choice. Journeys shall be arranged to cost as little as possible while considering safety, reliability, convenience, budget and comfort in accordance with the note on practical arrangements issued by the Interpretation Service.

9. Travel expenses shall be reimbursed under the following conditions:

a) Journeys by rail

Interpreters are authorised to travel first class.

If the journey takes place between 10 pm and 7 am, interpreters are authorised to travel by first class sleeper.

b) Journeys by air

Unless the Head of the Interpretation Department has issued specific instructions concerning travel arrangements, the interpreters themselves shall be responsible for obtaining tickets at the cheapest available rate, i.e. as a general rule non-refundable, non-exchangeable tickets; interpreters shall obtain their tickets as soon as their contract has been confirmed.

Interpreters may request an advance on travel expenses up to the cost of these tickets (minimum amount: 400 €); this shall be paid to them in the week following receipt of the request.

When a journey involves more than seven hours' flying time (in one flight) or more than fifteen hours' flying time (in multiple flights and stopovers), interpreters are authorised to travel "business" class. Interpreters are also authorised to travel "business" class for medical reasons properly attested by a medical certificate.

c) Journeys by private car

Interpreters may be authorised to use private cars for an assignment if they are covered by car insurance that includes travel for professional purposes and third-party risks.

Interpreters authorised to use a private car shall be entitled to a mileage allowance according to the scale in force in the Organisation, calculated on the basis of the shortest route which can reasonably be taken.

If the route taken involves special expenses (tolls, car ferry fares), these shall be refunded on submission of the relevant receipts.

The total expenses to be refunded may not, however, exceed the amount that would have been reimbursed for a ticket for a journey by the cheapest means of public transport.

10. Travel expenses shall mean rail fares (with supplements), air fares, including airport taxes and service charges, and bus fares, excluding airport shuttle bus fares, for journeys outside built-up areas. Taxi fares shall not, as a rule, be refundable, as the daily subsistence allowance is a flat-rate sum covering all expenditure during an assignment.

In cases, however, where taxis replace public transport as a means of getting to and from the place of work, or if this means of transport reduces the cost of the assignment, such expenses may be refunded on submission of a receipt. The same shall apply to hire cars.

Visa expenses shall count as refundable travel expenses.

11. The following, in particular, shall be considered as incidental travel expenses covered on a flat-rate basis by the subsistence allowance: airport shuttle bus fares and taxi fares (subject to paragraph 10, sub-paragraph 2 above). However, parking fees are refundable on submission of the corresponding receipts.

In exceptional, duly justified circumstances, however, incidental travel expenses actually incurred may be refunded on submission of all the relevant receipts, subject to special approval from the Head of the Interpretation Department, in which case a sum equal to 10% of the total subsistence allowance shall be deducted from the amount reimbursed.

12. Travel expenses shall be refunded on the basis of a claim for reimbursement submitted by the interpreter immediately after the end of the contract. The claim shall be accompanied by the original receipts (in paper or electronic form) (Appendix III).

The following shall be considered as receipts:

- a. an air ticket, and a payment receipt (agency invoice or e-mail confirming the transaction and indicating the route and the amount paid, in the case of tickets purchased online);
- b. a rail ticket or invoice from an agency or e-mail confirming the transaction and indicating the route and the amount paid, in the case of tickets purchased online, or a sworn statement by the interpreter to the effect that he or she travelled first class by train where rail network regulations make it compulsory for the traveller to hand in the ticket on arrival and, where applicable, a receipt for any supplement or reservation;
- c. receipts for all other refundable travel expenses (sleeper/berth, taxi or hire car in the circumstances provided for in paragraph 10 above, visa expenses, etc.);
- d. a sworn statement by the interpreter to the effect that, for reasons of personal convenience, he or she travelled by a means of transport and/or route other than that specified in the contract; the interpreter shall also specify the means of transport used, dates and times. If the same car is used by several interpreters, all the interpreters concerned must make a statement to that effect.

13. In all cases where interpreters are unable to provide receipts for a journey by air or rail, travel expenses shall be refunded on the basis of the cheapest means of transport; in that case, a lump sum amounting to half the remuneration at the basic rate and a proportional amount of the daily allowance shall be paid per journey in respect of remuneration for travelling time, subject to the provisions of Article 19.3 of the Agreement, as amended by paragraph 7 above.

14. If the interpreter is already present at the place of the assignment, working for another organisation, and if two contracts are immediately consecutive, he or she shall inform the organisations concerned so that they can agree between them to share expenses. If there is an interval of one or, at the most, two days between contracts, each of the two organisations shall defray half the corresponding daily remuneration and subsistence allowance; the same shall apply to expenses relating to the outward journey (from the professional place of residence to the place of the assignment) and the return journey to the professional place of residence, up to the maximum travel expenses payable.

In all other cases where it is possible to share expenses, the interpreter shall receive all the allowances to which he or she is entitled; the two organisations shall agree between them how to share the cost.

V. DAILY SUBSISTENCE ALLOWANCES (PER DIEM)

15. A daily subsistence allowance shall be payable for official journeys at the rates shown in the scale adopted by the Committee of Ministers. Interpreters shall be informed of the amount of the allowance when they are recruited.

16. The daily subsistence allowances referred to in Article 18 of the Agreement shall be payable in respect of each 24-hour period (or fraction of such period) falling within the duration of an assignment when it is carried out more than 50 km from the interpreter's professional place of residence.

In the case of travel by air or rail, the duration of the assignment shall be increased by two hours.

17. The daily allowances shall be calculated by assignment periods as follows:

- for each period of 24 hours or period greater than or equal to 4 hours and less than 24 hours and including a night: a full allowance;
- for each period greater than or equal to 8 hours and not including a night: half the allowance;
- for each period greater than or equal to 4 hours and less than 8 hours: a quarter of the allowance.

No daily allowance shall be payable for periods of less than 4 hours.

18. Accommodation expenses shall be reimbursed on the basis of the actual costs, including breakfast and taxes, up to a maximum of 50% of the daily subsistence allowance.

Where accommodation costs (room, breakfast and related taxes) account for more than 60% of the total subsistence allowance, the Head of the Interpretation Department may authorise partial or total reimbursement of the difference on submission of the hotel bill and provided it is shown that the expenditure was justifiable. This reimbursement shall not normally exceed 30% of the total amount of the daily subsistence allowance.

19. When the Organisation or a government or other body pays the cost of meals or accommodation, the daily subsistence allowance shall be reduced by 15% for each meal and 50% for each night.

Meals which interpreters are obliged to attend, for the purpose of work or because no other meal provision is available, shall not give rise to a reduction in the daily subsistence allowance.

Interpreters shall indicate what costs were paid for in their expense claims.

20. Interpreters shall submit the originals of all bills for overnight accommodation paid for with their subsistence allowance. If such bills are not submitted, the allowance shall be reduced by 50%.

VI. REMUNERATION FOR TRAVELLING TIME

21. In accordance with Article 19 of the Agreement, as amended by paragraph 7 above, the level of remuneration for travelling time is determined as follows:

- An interpreter compelled to travel before 10 am on the day preceding the meeting shall be remunerated at the basic rate.
- Where departure time is between 10 am and 2.30 pm, 75% of one day's remuneration at the basic rate shall be payable.
- Where departure time is between 2.30 and 7 pm, a half-day's remuneration at the basic rate shall be payable.
- Where departure time is after 7 pm, 25% of one day's remuneration at the basic rate shall be payable.

An interpreter who cannot return home on the last day of the meeting shall be remunerated as follows for the time that must be spent in travel the next day:

- Return before 10 am: 25% of one day's remuneration at the basic rate.
- Return between 10 am and 2.30 pm: a half-day's remuneration at the basic rate.
- Return after 2.30 pm: one day's remuneration at the basic rate.

For train or air travel, the times given above are the times of departure from and arrival at the railway station or airport.

VII. COMPLAINTS REGARDING THE CALCULATION OF REMUNERATION

22. Complaints regarding the calculation of remuneration shall lapse two years after the date on which the payment would have been due. The limitation period shall be interrupted by a claim in writing submitted before its expiry.

23. The right of the Organisation to recover a payment made unduly shall lapse two years following that payment. This limitation period shall be increased to 10 years if the staff member intentionally provided information which was incorrect or neglected to provide relevant information to the Organisation.

VIII. TRAVEL INSURANCE

24. "Official journey" insurance shall be taken out by the Council of Europe for people making official journeys on the Organisation's behalf.

It shall cover the following contingencies:

- repatriation;
- medical treatment;
- death;
- permanent total or partial disability;
- loss or theft of luggage and personal effects;
- substantial delay in the arrival of luggage;
- journey cancellation and alteration;
- substantial travel delay.

25. An accident occurring during an assignment shall be considered as an occupational accident.

IX. RADIO AND TELEVISION

26. Should interpreters' voices be used when excerpts from Parliamentary Assembly debates or other public Council of Europe events are broadcast on radio or television, interpreters paid on a daily basis shall be subject to the same rules as their permanent colleagues.

X. COMPOSITION OF TEAMS

27. Pursuant to Article 7.2 of the Agreement, a list of meetings warranting a large team of interpreters remunerated at the higher rate is set out in Appendix II.

28. When interpretation in a non-official language is provided by a national delegation, the Council of Europe undertakes, if it has been duly informed of this, to remind the national delegation of the terms of the Agreement.

XI REMOTE SIMULTANEOUS INTERPRETING

A. Daily remuneration

29. An interpreter required to work in the forms of remote simultaneous interpreting provided for in Article 14.3 (b) and (c) shall be paid an allowance equivalent to 25% of the basic rate in addition to the remuneration provided for in Article 4.

30. As regards the form of remote simultaneous interpreting provided for in Article 14.3 (a), the allowance equivalent to 25% of the basic rate shall only be paid where the duration of the working day for remote simultaneous interpreting is exceeded.

B. Definition of the working day

31. As an exception to Article 8,

- 1) Remote simultaneous interpreting work shall be restricted to:
 - a. A single session of a maximum duration of 3 hours and 30 minutes
 - b. Two sessions of a maximum duration of 2 hours and 30 minutes, with a break of at least 1 hour and 30 minutes between the two sessions.
- 2) Where the duration exceeds that set out in paragraph 1 (b) above, without exceeding two sessions of 3 hours and 30 minutes, with a break of at least 1 hour and 30 minutes between the two sessions, the team of interpreters shall be reinforced by an additional interpreter per booth.
- 3) Where the duration exceeds that set out in paragraph 1 (a) or in paragraph 2 above, the team shall be replaced by a relief team.
- 4) Where neither paragraph 2 nor paragraph 3 is feasible, a period in excess of the duration provided in paragraph 1 (b) above may be authorised on an exceptional basis, after consultation of the head of the team of interpreters. In such an event, the excess period shall be limited to 30 minutes for the whole working day. Each interpreter concerned shall be entitled to financial compensation (payment at higher rate II in the case of a meeting remunerated at the basic rate and a double basic rate in the case of a meeting remunerated at higher rate II). Where a meeting lasts for several days, this excess duration shall only be authorised once. In the case of meetings presenting particular difficulties or where the working day includes a single session of 3 hours and 30 minutes, no excess duration shall be authorised.

C. Composition of teams

32. The minimum number of interpreters assigned to a meeting in remote simultaneous interpreting shall vary according to the number of languages, the duration of the meeting and the particular difficulties (such as scientific or technical meetings or the systematic interpretation of documents read out) that it presents.

D. Videoconferences where some of the main speakers and participants are connected remotely to the physical meeting room

33. For the needs of interpreting, the rules on remote simultaneous interpreting shall apply to videoconferences where some of the main speakers and participants are connected remotely to a physical meeting room.ⁱ²

E. Accompanying note

² This provision shall apply depending on the number of interventions by remote participants for the duration of the meeting. It shall not apply to in-person meetings where only occasional interventions on a specific item of the agenda are made by a limited number of participants connected remotely.

34. An accompanying note shall be appended to this Supplementary Agreement. It shall specify different aspects linked to remote simultaneous interpreting at the Council of Europe and their developments. This note may be regularly reviewed with AIIC.

XII. PROFESSIONAL REPRESENTATION

35. Pursuant to Article 22 of the Agreement, AIIC shall nominate a professional delegation, elected from among interpreters paid by the day by the Council of Europe, and shall inform the Administration of the names of the delegation members.

The professional delegation shall carry out regular exchanges of information (at least once a year) with the Head of the Interpretation Department, inter alia concerning technical meetings not shown in Appendix II.

XIII. ENTRY INTO FORCE

36. The provisions of this Supplementary Agreement shall apply as from 1 January 2021.

11 December 2020

For AIIC



President

For the Council of Europe



Francis Dangel, Director General of Administration

APPENDIX I

Rule No. 1201 of 24 November 2004, specifying the conditions of employment of conference interpreters paid on a daily basis

The Secretary General of the Council of Europe,

HAVING REGARD TO Article 1.2 of the Staff Regulations;

WHEREAS it is appropriate to stipulate the conditions of employment of conference interpreters paid on a daily basis;

The Staff Committee having been consulted, in accordance with Article 5 paragraph 3 of the Regulations on Staff Participation (Appendix I to the Staff Regulations),

DECIDES

Article 1

Conference interpreters who are paid on a daily basis (hereunder referred to as "interpreters") shall be, for the duration of their employment by the Council of Europe, temporary staff subject to the authority of the Secretary General.

Article 2

Interpreters shall perform their duties and regulate their conduct bearing in mind exclusively the Council of Europe's interests, neither seeking nor accepting instructions from any government, or from any authority, organisation or person outside the Council. They shall observe absolute discretion in respect of the confidential information that comes to their knowledge in the course of their duties.

Article 3

Interpreters shall be engaged for specified periods on the basis of contracts that begin on the starting date and end, without notice, on the date stipulated in the contract.

Article 4

The following provisions of the Staff Regulations shall apply to interpreters:

- Article 2 on hierarchical authority;
- Article 3 on non-discrimination;
- Articles 6, 7 and 10 on staff participation and representation, account being taken of the conditions in respect of length of service laid down by the Regulations on Staff Participation (Appendix I to the Staff Regulations);
- Article 24 on retirement age;
- the provisions of Part III on the duties and obligations of staff, with the exception of Articles 25 paragraph 1, 29 and 32;
- Articles 40 on protection of staff members in their official capacity, 47 on freedom of association, and 48 on certificates of employment;
- Articles 59 to 61 on dispute procedures.

The following privileges and immunities, for which Article 18.a and b of the General Agreement on the Privileges and Immunities of the Council of Europe provides, shall be granted to interpreters, in the interest of the Council:

- immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity and within the limit of their authority (Article 18.a);
- exemption from taxation on the salaries and emoluments paid to them (Article 18.b).

Article 5

Interpreters shall be category L staff according to the provisions of the Agreement with the AIIC.

Article 6

Interpreters shall be subject to French social security legislation, with the exception of those who declare themselves to be affiliated on an individual basis to a health insurance scheme during the period of their employment by the Council of Europe.

For interpreters resident in France, this scheme shall fall within the French social security system.

Article 7

The specific conditions of employment of interpreters are also the subject of the Agreement concluded between the AIIC and the Co-ordinated Organisations, as well as the Additional Protocol concluded between the AIIC and the Council of Europe.

Article 8

The age limit for which Article 24 of the Staff Regulations provides shall not apply to the interpreters who were employed in 2004, who shall be able to benefit from employment contracts up to the age of 70.

Article 9

This Rule shall come into force on the date of its adoption.

Done in Strasbourg, on 24 November 2004

Terry Davis
Secretary General

N.B. Upon the entry into force of the 2014-2018 Agreement, the exception referred to in Article 8 of Rule 1201 of 24 November 2004 shall be applicable to all interpreters paid per day, who may be recruited up to the age of 70 years.

APPENDIX II

Application of Article 7.2 of the Agreement

LIST OF MEETINGS WARRANTING A LARGE TEAM OF INTERPRETERS AT THE HIGHER RATE

A. AT HIGHER RATE I (160%)

- Hearings and deliberations of the European Court of Human Rights
- Meetings lasting more than ten hours
- Part sessions of the Parliamentary Assembly where the 1 hour and 30 minutes lunch break cannot be respected.

B. AT HIGHER RATE II (153%)

- Administrative Tribunal hearings of more than two hours' scheduled duration
- European Pharmacopoeia and assimilate meetings (cosmetics, packaging, transfusion);
- Pompidou Group, except the Bureau and Permanent Correspondents
- CM-DH, except the last day devoted purely to adoption of decisions
- Conferences of Specialised Ministers
- Bern Convention, except the Bureau
- Conferences, symposia and seminars in the scientific co-operation field (for example, "Major Hazards")
- Certain meetings for the drafting of specialised conventions
- As a rule, any technical or scientific meeting presenting particular difficulties, such as the systematic interpretation of documents being read out. The reclassification on this ground of a meeting from basic rate to higher rate II shall be carried out on the decision of the Head of the Interpretation Department.
- Meetings of the European Social Charter, except the last day
- Plenary meetings of Moneyval and GRECO where the reports are being examined

2. CONSECUTIVE OR WHISPERED INTERPRETATION

The daily remuneration shall be twice the basic rate in the case of a meeting at which interpretation is provided entirely in the form of consecutive/whispered interpreting by a single interpreter, in the case of a sitting lasting at least three and a half hours.

APPENDIX III

Travel expenses claim form

SECRETARIAT GENERAL

DIRECTORATE GENERAL OF ADMINISTRATION
DIRECTORATE OF PROGRAMME, FINANCE & LINGUISTIC SERVICES

COUNCIL OF EUROPE



CONSEIL DE L'EUROPE

INTERPRETATION DEPARTMENT

**Certificate of work to be returned to the Interpretation Division AFTER the meeting
EXPENSES CLAIM FORM**

IF Reference: - - - -

Interpreter Ref #:

Professional address:

Contract #:

Insurance :

Strasbourg, le XX

Status :

Further to your discussions with the Council of Europe Secretariat, I am writing to confirm your engagement as an interpreter for the following meeting:

Purchase Order:

Title:

Place:

Room:

Date and time: from at until at (subject to confirmation)

Language regime: into

Interpreter's languages: into

Remuneration rate:

Daily subsistence allowance rate¹:

This engagement is governed by the Agreement concluded between the Co-ordinated Organisations and the International Association of Conference Interpreters (AIIC) and the Additional Protocol to this Agreement concluded between the Council of Europe and the AIIC, copies of which have been sent to you.

The holder of the present contract is under the authority of, and answerable to, the Secretary General. In discharging his or her duties, he or she must neither seek nor receive instructions from any government or other outside authority. He or she is bound to observe professional secrecy.

An insurance has been taken out with the Company CHARTIS (ex. AIG EUROPE) (contract nr 2.004.761) covering specific travel-related risks you may encounter during the meeting and the journey from your home to the place of the meeting and vice-versa; you may use the telephone line: +32 3 253 69 16 (or fax 32 2 252 69 58) for any other information and in case of emergency.

¹ Taux en vigueur au moment de l'émission du contrat

Travel arrangements:

| OUTWARD JOURNEY | MEANS OF TRANSPORT | DATE | DEPARTURE TIME | AMOUNT PAID |
|-----------------|--------------------|------|----------------|-------------|
| TRAIN | | | | |
| AIR | | | | |
| PRIVATE CAR | | | | |
| BUS | | | | |
| TAXI | | | | |
| HIRE CAR | | | | |
| VISA COSTS | | | | |

| RETURN JOURNEY | MEANS OF TRANSPORT | DATE | ARRIVAL TIME | AMOUNT PAID |
|----------------|--------------------|------|--------------|-------------|
| TRAIN | | | | |
| AIR | | | | |
| PRIVATE CAR | | | | |
| BUS | | | | |
| TAXI | | | | |
| HIRE CAR | | | | |
| VISA COSTS | | | | |

For journeys by rail please stipulate the train's departure and arrival times; the increment will be included in calculation of the refund (Article 14 of the Supplementary Agreement COE-AIIC)

For journeys by air please stipulate the flight departure and arrival times; the increment will be included in calculation of the refund (Article 14 of the Supplementary Agreement COE-AIIC)

For journeys by car please stipulate the times of departure from and arrival at your home address

If a car journey is shared, please provide the following information:

Driver's surname and first name:

Passenger's (s) surname(s) and first name(s):

Journeys by bus solely concern travel outside city limits, except for airport shuttles

For journeys by taxi, see article 10 of the Supplementary Agreement between the CoE and AIIC: applicable solely where the taxi is a substitute means of public transport.

For journeys by car hire, see Articles 9 and 10 of the Supplementary Agreement between the COE and AIIC.

Remarques / commentaires (réservés à l'Administration):

Exceptional expenses incurred (article 11(2) of the Supplementary Agreement between the CoE and AIIC)

Nature of expenditure

Amount :

Observations (for use by Administration):

Derogation transport !:

| | |
|----|--|
| 1) | I declare on my honour that my travel arrangements were as indicated above and I am unable to provide my ticket for the following reason (*) |
| 2) | I have declared above that I used a route and/or means of transport other than that (those) authorised and I accept the fixed sum. |
| 3) | In agreement with the Head of Interpretation Department's, I used a route and/or means of transport other than that (those) authorised and I request a refund on this basis. |
| 4) | The conditions for sharing of expenses with are met for a contract with this Organisation beginning on and ending on Enclose, if possible, documentation setting out the expenditure sharing arrangements |

Advance payment for travel expenses:

I declare on my honour that an advance payment for travel expenses amounting to

€ was paid to me.

Date of the request :

Signature of the interpreter :

¹ Tick the relevant box

Reimbursement of daily subsistence allowances:

Date and time of end of meeting, as notified by the interpreter

.....
 Is an increase in the allowance requested?

(Article 18 of the Supplementary Agreement between the CoE and AIIC): YES NO

Observations (for use by Administration):

Costs paid by the Organisation, by a government or by another body (article 19 of the Supplementary Agreement between the CoE and AIIC):

Number of meals:

Number of nights' accommodation:.....

Documents to be supplied:

For journeys by air: ticket, boarding cards, invoices or electronic ticket stating the route and the amount paid

For journeys by rail: ticket, invoice or electronic ticket stating the route and the amount paid

Sleeper, taxi, hire car, visa costs: invoices or receipts

Copy of the claim for an advance of expenses

Original hotel bills, failing which, the subsistence allowance will be reduced by 50%.

Return of claim forms:

Interpreters must return expenses claim forms with the corresponding documents to the secretariat of the interpretation department immediately after the end of the meeting.

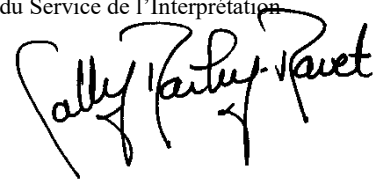
Observations by the interpreter, if any:

Read and approved
 Date and Signature

.....

| Box reserved for the Administration | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|------|--------|----|--|----------------|--|--|--------------|--|--|-------------|--|--|-----------------|--|--|---------|--|--|-----------------|--|--|
| Composition de(s) équipe(s) | de : | vers : | à: | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> <p style="text-align: center; margin-top: 10px;">En annulation</p> | | | | | | | | | | | | | | | | | | |
| Audience / Délibérations : | | | | LIQUIDATION <table border="1" style="margin: 0 auto; border-collapse: collapse;"> <tr><td style="padding: 2px;">Approche Aller</td><td style="width: 30px;"></td><td style="width: 30px;"></td></tr> <tr><td style="padding: 2px;">Taux de base</td><td></td><td></td></tr> <tr><td style="padding: 2px;">Taux majoré</td><td></td><td></td></tr> <tr><td style="padding: 2px;">Approche Retour</td><td></td><td></td></tr> <tr><td style="padding: 2px;">Perdiem</td><td></td><td></td></tr> <tr><td style="padding: 2px;">frais de voyage</td><td></td><td></td></tr> </table> | Approche Aller | | | Taux de base | | | Taux majoré | | | Approche Retour | | | Perdiem | | | frais de voyage | | |
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Au nom du Secrétaire Général
 S. BAILEY
 Le Chef du Service de l'Interprétation



EXPENSES CLAIM FORM: EXPLANATORY NOTE

The contract states the amount of the subsistence allowance in force at the time of issue of the contract; the final payment will naturally take account of the updated rate of subsistence allowance due.

- **Travel arrangements:** Interpreters should indicate their real travel arrangements and the amounts actually paid.
- **Exceptional expenses incurred:** In case of exceptionally high expenses that cannot be covered on a flat-rate basis by the subsistence allowance, they may be refunded on submission of all the relevant receipts, subject to special approval from the Head of the Interpretation Department, in which case a sum equal to 10% of the total subsistence allowance shall be deducted from the amount reimbursed.
- **Transport exceptions:** This section mentions four possible cases for departure from the authorised travel arrangements mentioned on the contract :
 - 1) applicable where the interpreter is unable to provide the ticket (season ticket,...). Only one lost ticket per calendar year will be accepted;
 - 2) applicable where, without the secretariat having been informed beforehand :
 - the interpreter's outward or return journey was from or to a place other than his/her professional address ;
 - the means of transport differed from that authorised on the contract ;
 - or the interpreter chose to travel at different times for reasons of personal convenience.
 - 3) applicable where, in agreement with the Head of the Interpretation Department :
 - the interpreter's outward or return journey was from or to a place other than his/her professional address ;
 - or the means of transport differed from that authorised on the contract.
 - 4) applicable where the travel expenses are shared with another organisation. All cost sharing requests should be submitted to the Head of the Interpretation Department as soon as possible.
- **Reimbursement of daily subsistence allowances:** Interpreters should confirm the date and time of the end of the meeting for checking against the information provided on the contract.

The line concerning a request for an increase must systematically be completed with YES or NO; the staff dealing with the settlement of expenses will take this into account to calculate the final amount due as regards the subsistence allowance, in agreement with the meeting organisers or the Head of the Interpretation Department.

- **Cost paid by the Organisation, a government or another body:** Interpreters should state the number of meals and/or nights' accommodation provided to them free of charge while on an official journey.
 - **Documents to be supplied:** All the documents listed here must be submitted, in a single batch, together with the expenses claim form. If for tax purposes, the interpreter needs to keep the original documents, he/she shall make sure he/she is given two original copies of the documents.
 - **Return of claim form:** Interpreters' compliance with these instructions will enable the Organisation to expedite the calculation and payment of the expenses due. Two months after the end of the financial year, on the last day of the month of February, reimbursement of claims will no longer be possible.
 - **Box reserved for use by Administration:** Interpreters must not enter any information in this part of the form.
-

**Supplementary Agreement
between the International Association of Conference Interpreters
and the European Space Agency**

The International Association of Conference Interpreters, established under French law in accordance with the law of 1901 (hereinafter referred to as "the AIIC"),

and

The European Space Agency (ESA), an intergovernmental international organisation established by the Convention opened for signature in Paris on 30 May 1975 and entered into force on 30 October 1980 (hereinafter referred to as "ESA"),

(hereinafter referred to as the "Parties")

CONSIDERING the Agreement governing the employment conditions of conference interpreters paid by the day, signed by AIIC and by ESA on the date on the signature page below (hereinafter referred to as "the Agreement");

HAVE AGREED AS FOLLOWS:

1. Purpose

The purpose of this Supplementary Agreement is to specify the employment conditions of conference interpreters paid by the day in accordance with Article 3 of the Agreement.

2. Daily remuneration

In accordance with paragraph 4.3 of the Agreement, the higher rate I, referred to in paragraph 4.2. b of the Agreement, and equal to 160% of the basic rate, shall apply to all ESA meetings.

3. Time limit for submitting a complaint

In accordance with paragraph 4.4 of the Agreement, the Parties shall have two years from the date of an invoice in which to submit a complaint concerning the calculation of remuneration or to request reimbursement of an erroneous payment.

4. Remuneration for travelling time

In accordance with Article 19 of the Agreement, remuneration for travelling time shall be as follows:

If an interpreter is obliged to leave his/her professional residence before 14:30 (departure time of the train or plane) on the day before the meeting for a journey of more than three hours, he or she shall be paid at the basic rate. If the journey with a departure before 14:30 lasts less than three hours, the interpreter receives 75% of the remuneration at the basic rate.

For any departure from the professional residence after 14:30 (departure time of the train or plane) the day before the meeting, the interpreter shall receive half the remuneration at the basic rate.

However, no remuneration is paid if the interpreter works for ESA on the day of travel.

If the interpreter is unable to return to his/her professional residence on the last day of the meeting, he or she shall be remunerated at the basic rate for the following day. If, despite the time spent travelling, the interpreter is able to accept another assignment for that day, he or she shall receive half the remuneration at the basic rate.

5. Daily subsistence allowances

By way of derogation from paragraph 18.1 of the Agreement, meals which the interpreter is required to attend, in order to work, shall not result in a reduction in the daily subsistence allowance.

When the interpreter chooses to have a meal with delegates, the daily subsistence allowance is reduced by 15%.

The interpreter must mention in the mission reimbursement claim any meals which he or she did not need to pay for.

6. Remote interpreting

In accordance with Article 13 and in addition to Section V of the Agreement, the following provisions shall apply to remote interpreting.

6.1 Daily Remuneration

An interpreter carrying out forms of remote interpreting covered by paragraphs 14-3 b) and c) of the Agreement shall be paid at the usual rate applied by ESA, i.e. higher rate I, and shall receive an additional daily payment equivalent to 25% of the basic rate.

6.2 Definition of the working day

By way of derogation from paragraph 8.1 of the Agreement:

- 1) In the case of remote interpreting, the working day will be limited to:
 - a. two sessions lasting no more than two and a half hours, with a break of at least one and a half hours; or
 - b. a single session of up to three and a half hours.
- 2) If the duration laid down in paragraph a. above is exceeded but remains within the limit of two sessions of three and a half hours, with a break of at least one and a half hours, a further interpreter per booth will be added to the team.
- 3) If the duration laid down in paragraph 1) b. or in paragraph 2) above is exceeded, the team will be replaced by a second team.
- 4) If paragraphs 2) and 3) above cannot be applied, the time limit provided for in paragraph 1) a. above may, after consultation with the team leader, be exceeded on an exceptional basis. This will be limited to half an hour for the whole working day. Each interpreter concerned shall in that case be paid twice the basic rate for a meeting instead of higher rate I. When a meeting lasting several days is involved, the time limit can be exceeded only once. The time limit shall not be exceeded if the working day consists of a single session of three and a half hours.

6.3 Proximal Remote Interpreting

The remote interpreting provided for in paragraph 14-3 a) of the Agreement shall give rise to shorter sessions as laid down in paragraphs 6.2 1) and 2) above or, failing that, a 10% increase in the remuneration of the interpreters concerned.

These provisions do not apply to cases covered by the exchange of letters signed by ESA and AIIC on 21 May and 11 September 2019, or any other similar cases.

6.4 Videoconferences

For the purposes of interpreting, the rules relating to remote interpreting set out in paragraphs 6.1 and 6.2 1) a. and b. above apply to videoconferences where part of the main speakers and participants are remotely connected to the meeting room, with the exception of meetings attended in person where only one-off interventions on a specific agenda item are made by a limited number of remotely-connected participants. Interpreters will be informed in advance of the participation of remote speakers and will receive the text of interventions that are read out, where possible.

6.5 Technical, practical and organisational arrangements

The technical, practical and organisational arrangements for remote interpreting will be defined by the representatives of the Parties in a separate note. ESA's commitment to taking all necessary technical measures to protect the hearing of interpreters working remotely, in accordance with paragraph 14-3 of the Agreement, is subject to definition of these provisions by the representatives of the Parties.

6.6 Disputes

Any dispute between ESA and AIC relating to the interpretation of the Agreement, this Supplementary Agreement or the Accompanying Note which cannot be settled by the consultation procedure foreseen in Art. 22 of the Agreement, may, at the request of either Party, be submitted to arbitration according to the Rules of Arbitration of the International Chamber of Commerce and shall be finally settled by one or more arbitrators appointed in accordance with the said rules. The language of arbitration shall be French. The place of arbitration shall be Paris, France.

IN WITNESS WHEREOF, the undersigned representatives, duly authorised by the Parties, have signed this Supplementary Agreement in two French-language originals.

Done at __ Geneva _____

Done at _____

On _____

On _____

For the International Association of
Conference Interpreters,

For the European Space Agency,

Uroš Peterc
President

Johann-Dietrich Wörner
Director General

Accompanying Note to the AIIC-ESA Supplementary Agreement

concerning technical, practical and organisational guidelines to be considered for Remote Simultaneous Interpretation (RSI)

This Accompanying Note is established between the International Association of Conference Interpreters (AIIC) and the European Space Agency (ESA), in accordance with Section 6.5 of the Supplementary Agreement which entered into force on the date on the signature page below.

The purpose of this Accompanying Note is to guide AIIC and ESA, as organiser of meetings with RSI, in the implementation of technical, practical and organisational aspects to be considered for RSI, within the limit of available standard technical arrangements and reasonable practices. Arrangements to be undertaken by ESA, in particular technical arrangements, are considered as met within the limits set out in this note.

I – Technical guidelines

Platforms and headsets

Acoustic shock or peak load protection
Constant noise exposure protection

ISO-compliant USB headsets with an integrated microphone and in-built acoustic echo cancelling (for soft consoles) will be provided to interpreters.

Consoles

Two types of consoles can be used:

(i) Hard consoles connected to the RSI platform, also referred to as “hybrid RSI”, are the preferred option.

(ii) Soft consoles (fallback solution) which will include:

- a microphone on/off button;
- a mute/cough button;
- outgoing and incoming channels (for relay interpretation);
- a volume control.

Add-on possible options for soft consoles:

- volume control knob;
- bass/treble control;
- any add-onsto reduce use of mouse.

Screens

Ergonomically positioned large screen in the interpreter's line of vision (preferred solution).

Reasonably sized screen(s) inside the interpreting booths (fallback solution). Position will be adjustable.

Sound and image quality

In case of fluctuations in sound and image (blurring or freezing) or poor synchronisation between the two, priority should be given to sound quality.

Video feeds/inputs

The video feeds/inputs will include a panoramic or partial view of the meeting room:

- close-up view of the active speaker and/or close-up view of the chair/moderator;
- display of documents to replicate what is shown in the meeting room.

II – Practical guidelines

Technical support

Technical support will be provided to assist interpreters in case of technical problems with the platform.

Pre-meeting set-up

The system/connection will be tested with the interpreters 30 minutes before the meeting is scheduled to start.

Training/technical briefing

Interpreters will receive training prior to the first use of a given platform.

Team communication

Interpreters will have the possibility of communicating with their team partners throughout the meeting.

III – Recommendations to remote participants

Headphones and microphones

In order to optimise sound quality, participants should use quality headphones with an integrated microphone, plugged into their device.

Microphones should be muted when not speaking.

Using the computer's in-built loudspeaker and microphone system will cause a feedback loop, and should therefore be avoided.

Ambient noise interference

Participants should choose a quiet place from which to connect to the meeting, in order to avoid interference from the outside environment.

Ambient noise interference causes additional hearing stress to the interpreters and impinges upon their ability to provide quality interpretation, and should therefore be avoided wherever possible.

Participants should turn off all sound notifications (skype, WhatsApp ,emails, etc) while attending virtual meetings.

Connection stability

In the interest of uninterrupted two-way communication, and to avoid audio buffering and video freezing wherever possible participants should ensure that they are using the most stable network connection available to them (LAN or Wifi).

Scripted speeches

Participants should wherever possible submit scripted speeches in advance to the interpreters, via the organiser of the meeting.

Participants should avoid reading from documentation, wherever possible.

IV – Guidelines for organiser of the meeting

Briefing

Briefing for speakers should include:

- recommendations to remote participants as detailed in Section III above;

- reminder that sufficient time should be granted between each intervention to allow the interpreters to finish sentences and switch channels, where appropriate.

Distribution of documents

The organiser of the meeting should make available documents in advance of the meeting. Paper copies should be distributed to interpreters present where an interpretation hub is to be set up..

Communication

The designated interpretation team leader will have the possibility of communicating with the organiser of the meeting throughout the meeting.

Authorisation to stop interpretation

The designated interpretation team leader can decide to stop interpretation during the meeting when technical requirements are not met and do not allow for quality interpretation. In addition individual interpreters may, for the same reasons, decide to interrupt interpretation of a given speaker or intervention.

Disclaimer

A disclaimer will be added to the web streamed and/or archived recording stating that interpretation is intended to facilitate communication and does not constitute an authentic record of the event.

IN WITNESS WHEREOF the AIIC and ESA have caused their duly authorised representatives to sign two originals of this Accompanying Note, in the English language.

Done in Geneva

Done in

On

On

For the International Association of
Conference Interpreters,

For the European Space Agency,

Uros Peterc
President

Johann-Dietrich Wörner
Director General