AIIC RSI Template[1] for Contractual Disclaimer and Liability Clauses and/or Addendum:

In accordance with AIIC Covid-19 Distance Interpreting Recommendations for Institutions and DI Hubs,[2] interpreter employers and recruiters shall provide interpreters working from their own premises *in extremis* where no other options are available due to legal or official restrictions with an exemption from liability applicable under relevant national law as follows:

Disclaimer

The undersigned is hereby exempt from any liability for:

i.   interruption of service;
ii.   pixelation, freezing or loss of visual input;
iii.   partial or complete loss of audio, audible artefacts;
iv.   unauthorised access to personal or confidential data;
v.   leaking of information due to inadequate soundproofing;
vi.   data loss.

A visible disclaimer,[3] worded as follows, shall apply to the distribution, broadcast or transcription of interpretation, or parts thereof, stating the following:

The interpretation of the event serves to facilitate communication and does not constitute an authentic or verbatim record of the proceedings. Only the original speech is authentic. As the quality of audiovisual input both to interpreters and participants is dependent on the network infrastructure and connectivity of third parties (including that of remote participants and interpreters, if applicable), no liability can be incurred for interruption of service; pixelation, freezing or loss of visual input; partial or complete loss of audio, audible artefacts or other problems of a technical nature; nor for the accuracy of the interpretation provided. Interpreters may halt interpreting to allow for a better connection to be established should this prove necessary.

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[1] This disclaimer template, as provided for in *AIIC Covid-19 Distance Interpreting Recommendations for Institutions and DI Hubs* (AIIC, 2020) is intended for use in full or in part in RSI contracts or as an addendum thereto. It can be adapted to different markets, regions, sectors and employers, some parts are applicable only for interpreting from one's own premises *in extremis*, others equally apply to hub RSI.

[2] AIIC Executive Committee (2020) *AIIC Covid-19 Distance Interpreting Recommendations for Institutions and DI Hubs.* Retrieved from https://aiic.org/document/7675/AIIC%20Recommendations%20for%20Institutions_27.03.2020.pdf Accessed on 26.11.2020.

[3] Where there can be no accompanying visual disclaimer (e.g. mp3), there shall be an audio disclaimer.

This applies to:

i.   live private distribution of event;
ii.   live public distribution of event (e.g. web-streaming);
iii.   post-facto reproduction and/or distribution of any recording of the event;
iv.   transcription of interpretation.

Loss of service

The undersigned is to notify the contracting party to any audiovisual or other deficiencies that impede the quality of service including but not limited to:

      i.   pixelation, freezing or loss of visual input;
      ii.   partial or complete loss of audio, audible interference.

The interpreter can only interpret what is heard or has been signed and shall therefore indicate "inaudible" or "not visible" where this is the case. In the case of poor audiovisual input, interpreting may need to be paused to allow for technical problems to be resolved.

The contracting party or platform provider shall be responsible and liable for:

- Ensuring the quality and continuity of the data connection.
- Providing interpreter interfaces offering the same basic functionalities as interpreting consoles according to ISO 20109:2016 Annex B.1.
- Ensuring that the interpreter interface can reproduce audio frequencies as set out in ISO 20109:2016 (4.2).
- Ensuring adequate hearing protection as set out in ISO 20109:2016 (4.5).
- Ensuring that the interpreter has access to conference documents and can view them live as they are displayed to the audience.
- Providing the interpreter with adequate soundproofing advice, material and equipment to prevent audible leaking of sensitive or otherwise confidential information (ideally booths, as per ISO standards 2603 (permanent booths) or 4043 (mobile booths).
- Where platform providers control the interpreter's PC remotely, providing interpreters with a separate laptop to prevent platform access to personal data.
- Access to a secure and controlled IT network, e.g. via a VPN tunnel and employer laptop.

- Ensuring that the system used has built-in hearing protection to prevent hearing damage.
- Ensuring that the setup allows for effective teamwork and booth partnering:

  i. to ensure consistency in the outgoing channel rendition;

  ii. to take over in the case of an untoward event: physiological (e.g. coughing fit), technical or other unanticipated event of such nature to prevent booth partner from continuing;

  iii. to be able to provide immediate effective, real-time support as and when required, e.g. when numbers, acronyms or proper names are read out, unfamiliar or technical terms are used; when booth partner is interpreting a written document read out by a speaker at speed (especially when the speaker omits a paragraph or changes the order of the presentation).

- Ensuring that the setup allows for effective relay;
- Ensuring that the setup allows for effective interaction with the moderator/chair and relevant technicians;
- Ensuring that the interpreter has views of the speaker, moderator/chair and interpretation users (for live feedback on performance);
- Specifying event duration, team strengths and pauses or breaks in the contract, in accordance with the following paragraph:
- Ensuring interpreter teams are strengthened or that meeting durations are shortened to take into account the interpreter's increased cognitive load in remote settings, thereby enabling a sustained quality of interpretation due to:

  i. receiving input via an indirect, video-mediated source;

  ii. the limited communication possibilities with other team and/or booth mates;

  iii. setups in which the sound quality received by the interpreter does not meet the standards of face-to-face settings due to:

  a. inadequate end-user audiovisual equipment;
  b. inadequate audiovisual transmission; or
  c. both.

Responsibilities of the event organiser

The event organiser shall ensure technicians, interpreters and participants have the requisite equipment and training prior to testing before the event.

Such training for interpreters and participants shall include:

i.   establishing a secure internet connection for the meeting;
ii.   establishing a stable internet connection for the meeting;
iii.   protection of personal and client data;
iv.   how to use the platform or system in question;
v.   how hearing protection is integrated into the platform, system, software or peripherals:
        I.   acoustic shock or peak load protection;
        II.   constant noise exposure protection.

Such training for speakers should include safe microphone practices:

i.   preventing microphone feedback;
ii.   preventing audio shocks.

The event organiser shall require feedback from interpreters on the following observable parameters, during testing and subsequent to the event:

Audio quality indicators:

i.   parts totally inaudible;
ii.   loss of certain words or parts thereof, "clipping";
Iii.   audible artefacts: hiss, crackles, hum, feedback;
iv.   tonal quality limited, but otherwise no sound loss;
v.   broadcast quality or equivalent.

Video quality indicators:

i.   frozen picture;
ii.   picture lag (sound and image not synchronised);
iii.   heavy pixelation, blurring, low resolution;
iv.   slight pixelation, images not sharp;
v.   broadcast quality or equivalent.

The event organiser shall ensure interpreters have ISO-compliant audiovisual input at all times when interpreting remote speakers.

The event organiser shall ensure the interpreter has all relevant meeting documentation and/or speaking notes prior to the event.

The event organiser shall ensure and test effective interaction possibilities between the interpreters, team leader, remote technicians and the chair.

The event organiser shall ensure and test a back-up mechanism to enable interaction between the interpreters, team leader, remote technicians and the chair in the event of system failure.

The event organiser shall establish a protocol in advance for interpreter intervention in case of inadequate audiovisual input during the event.