

**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 AIIC 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