

## PART C | AIIC's Private Market Standard Terms & Conditions

### 1. INTRODUCTION

- 1.1 The Agreement is made between the Parties set out in the Order Form, on the Agreement Date and in accordance with these Terms & Conditions.

### 2. DEFINITIONS & INTERPRETATION

- 2.1 The defined terms in this Agreement shall have the meaning ascribed to them in **Schedule 1 (Definitions)**.
- 2.2 In this Agreement the rules of interpretation set out in **Schedule 1 (Definitions)** shall apply.

### 3. TERM

- 3.1 This Agreement shall commence on the Agreement Date and shall remain in full force and effect until terminated in accordance with Clause 13 (Termination) (the "**Term**").

### 4. PRECEDENCE

- 4.1 Unless expressly stated otherwise in the Order Form, if there is any ambiguity or inconsistency between any parts of this Agreement the following order of precedence shall apply (i) these T&C, and (ii) the Order Form.

### 5. PERFORMANCE STANDARDS

- 5.1 Each Party shall use their reasonable efforts to ensure that it performs its obligations under this Agreement in accordance with:

- 5.1.1 the relevant Purchase Order;
- 5.1.2 all Applicable Law;
- 5.1.3 all Instructions (if any); and
- 5.1.4 this Agreement.

- 5.2 The Interpreter shall additionally use all reasonable efforts to ensure that:

- 5.2.1 the Services are performed in accordance with all AIIC Policies; and
- 5.2.2 any Personnel engaged by the Interpreter:
  - (a) are recruited as promptly as possible; and
  - (b) possess the necessary linguistic and professional experience to perform their obligations under accordance with the terms of this Agreement.

### 6. PRINCIPAL'S RESPONSIBILITIES

- 6.1 The Principal acknowledges and agrees that:

- 6.1.1 it must perform the Principal's Responsibilities at its own cost and expense;
- 6.1.2 the Principal's failure to perform the Principal's Responsibilities will:
- (a) prevent the Interpreter from performing its obligations under this Agreement;
  - (b) Interpreters for whom the audio signal is either of poor quality or perceptibly toxic shall be permitted to switch off until the signal has been improved to an acceptable level; and
  - (c) if the Interpreter chooses to continue to perform the Services despite the Principal's breach, the Interpreter shall be entitled to seek additional reimbursement or compensation from the Principal.

## **7. EXISTING IPR**

- 7.1 The IPR owned by a Party prior to the Agreement Date and made available to the other Party under this Agreement shall remain the absolute property of the granting Party or their licensors as applicable.
- 7.2 Each Party shall grant to the other Party a non-exclusive, perpetual royalty-free licence to use its IPR for the Term, to the extent required for the other Party to:
- 7.2.1 perform its obligations under this Agreement; and/or
  - 7.2.2 receive the full benefit of this Agreement.

## **8. NEW IPR**

- 8.1 Subject to the Clause below, all IPR created by a Party during the Term of this Agreement shall vest unconditionally and immediately upon its creation with that Party.
- 8.2 If "Voice Recording Rights" and/or "Image Rights" are specified in the Order Form as being procured by the Principal, then subject to the Principal complying at all times with the IPR License Restrictions:
- 8.2.1 the Interpreter hereby grants the Principal a revocable, non-exclusive, non-sublicensable License to use the New IPR as applicable, for the Purpose; and
  - 8.2.2 the Interpreter shall do everything reasonably requested by the Principal to enable it to use the New IPR, as applicable.

## **9. PAYMENT TERMS**

- 9.1 The Principal will pay the Interpreter the Charges as per the Payment Schedule.
- 9.2 All amounts specified in this Agreement shall be inclusive of all Taxes including VAT.
- 9.3 If the Principal fails to pay any amount payable by it under this Agreement on its due date:
- 9.3.1 the Interpreter may suspend their performance of the Service and/or terminate this agreement in accordance with Clause 13 (Termination); and/or
  - 9.3.2 interest shall accrue on the overdue amount from the due date up to the date of actual payment at a rate of [10]% per annum.

## **10. LIABILITY**

- 10.1 Neither Party shall be liable for Indirect Loss under this Agreement.
- 10.2 The Interpreter's total liability for Loss for all Claims under this Agreement in aggregate shall be limited to 50% of the Charges actually received by the Interpreter.

## **11. DISCLAIMERS FOR DISTANCE INTERPRETATION**

- 11.1 The Principal acknowledges and agrees that:

- 11.1.1 the Interpreter can only interpret what is heard or has been signed;
- 11.1.2 in the case of poor audiovisual input, interpreting may need to be paused until technical problems have been resolved, and the interpreter shall indicate "inaudible" or "not visible" where this is the case;
- 11.1.3 the Interpreter is not responsible for and shall not be liable for Claims and/or Losses of whatever nature arising out of or in connection with:
  - (a) interruption of service;
  - (b) pixelation, freezing or loss of visual input;
  - (c) partial or complete loss of audio, audible artefacts;
  - (d) unauthorised access to Personal Information or Confidential Information by Third Parties;
  - (e) leaking of information due to inadequate soundproofing; or
  - (f) data loss.

## 12. EXCLUDED FUNCTIONALITY

12.1 The Principal acknowledges and agrees that:

12.1.1 The functions of the interpreter are limited to those specified on part A or B of the contract and shall refrain from calling on interpretation services for events other than those provided for in part A or B, and in particular for sightseeing tours or excursions. The functions of the interpreter shall exclude the written translation of texts.

## 13. TERMINATION

13.1 The Principal may terminate this Agreement at any time and without cause by issuing a Termination Notice to the Interpreter giving not less than [30] calendar days' notice of such termination.

13.2 The Interpreter may terminate this Agreement with immediate effect if the Principal fails to pay an amount due under this Agreement on the due date.

13.3 This Agreement shall terminate automatically immediately after following the last date of the Event.

## 14. CONSEQUENCES OF TERMINATION

14.1 The termination or expiry of this Agreement shall be without prejudice to the rights and remedies of either Party which may have accrued under this Agreement or Applicable Law up to the date of termination or expiry thereof.

14.2 The termination of this Agreement does not limit the survivability of other provisions, which by their nature, would be intended to survive the termination and/or expiry of this Agreement.

## 15. FORCE MAJEURE

15.1 A Party shall not be liable to the other for any non-performance or delay of any of its obligations under this Agreement that is impacted by a Force Majeure Event.

15.2 For the avoidance of doubt, if the Event is cancelled or materially postponed as a result of a Force Majeure Event, the Principal will be liable to pay the Interpreter in accordance with the Cancellation Policy.

15.3 A Party whose performance under this Agreement is impacted by a Force Majeure Event shall:

15.3.1 promptly notify the non-affected Party of the occurrence of the Force Majeure Event and the measures it has taken and/or intends to take to mitigate the impact of the Force Majeure Event; and

15.3.2 the Parties shall initiate discussions in good faith with a view to adopting appropriate measures in light of the circumstances.

## 16. CONFIDENTIALITY

16.1 Each Party shall keep the other Party's Confidential Information strictly confidential.

16.2 Each Party may only use the other Party's Confidential Information strictly for the purposes of performing its obligations under this Agreement.

## 17. GENERAL PROVISIONS

17.1 **Cumulative Rights:** Unless otherwise stated, the rights and remedies of a Party under this Agreement are cumulative and do not exclude any other right or remedy provided by Applicable Law.

17.2 **Entire Agreement:** This Agreement constitutes the entire agreement of the Parties relating to the provision of the Services, to the exclusion of all other terms and conditions, and any prior written or oral agreement between them.

17.3 **Novation & Assignment:** Neither Party shall assign, novate, or otherwise transfer all or any of its rights, benefits or obligations under this Agreement without the prior written approval of the other Party.

17.4 **Variation:** No variation of this Agreement shall be effective unless in writing and signed by each Party's Authorised Representative.

17.5 **Specific Performance:** Nothing in this Agreement prevents a Party from seeking interim or interlocutory relief to prevent a breach of, and to compel specific performance by the other Party of, this Agreement.

17.6 **Waiver:** No failure to exercise, nor any delay in exercising, any right, power or remedy under this Agreement shall operate or be deemed a waiver of the same. Waivers must always be given in writing.

17.7 **Illegality:** If any provision of this Agreement is determined to be invalid, illegal or void by any court or administrative body of competent jurisdiction then the rest of this Agreement shall still remain in full force and effect.

17.8 **Relationship:** Except where expressly contemplated, nothing in this Agreement shall be construed to make either Party an agent, employee, franchisee, joint venturer or legal representative of the other Party.

17.9 **Third Party Rights:** Except where expressly contemplated, this Agreement does not create any rights which are enforceable by any person who is not a Party to this Agreement.

17.10 **Notices:** Any notice or other communication given under or in connection with this Agreement shall be in writing and shall be delivered by email to the Party due to receive it at the Party's email address.

17.11 **Governing Law:** This Agreement is governed by, and shall be construed in accordance with, the laws of the Territory. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the Territory in relation to any disputes.

17.12 **17.12 Language:** AIIC's Private Market Standard Terms & Conditions are drawn up in the English language. Translations of AIIC's Private Market Standard Terms & Conditions have been made for convenience only. The English language version of AIIC's Private Market Standard Terms & Conditions shall always prevail over any translation.

## SCHEDULE 1 | DEFINITIONS

### 1. DEFINITIONS

1.1 In this agreement (unless the context otherwise requires), the following words and phrases shall have the following meaning:

<b>Agreement</b>	means these T&C and the Order Form and the schedules hereto;
<b>Agreement Date</b>	means the date stated in the Order Form;
<b>AIIC</b>	means International Association of Conference Interpreters, being the professional body that the Interpreter is a member of;
<b>AIIC Policies</b>	means the policies maintained by AIIC for the performance of interpretation services by its members, being set out at <a href="https://aiic.org/">https://aiic.org/</a> and as AIIC may notify from time to time;
<b>AI System</b>	means any machine-based system that can or is designed to operate with varying levels of autonomy and that can, for implicit or explicit human-defined objectives, generate outputs such as predictions, recommendations, or decisions influencing real or virtual environments;
<b>Applicable Law</b>	means all national, state, local and municipal legislation, regulations, statutes, by-laws, including Approvals relating to or connected with the activities contemplated under this Agreement wherever so located and/or provided;
<b>Approvals</b>	means any licenses, permits, consents, approvals and authorisations (statutory, regulatory or otherwise) that a Party may require (whether to comply with Applicable Law or otherwise) to perform its obligations under this Agreement;
<b>Cancellation Policy</b>	means the amount that the Principal is obliged to pay the interpreter if the Event is cancelled or terminated prematurely, being as set out in the Order Form;
<b>Charges</b>	means the amount payable by the Principal to the Interpreter for the performance of this Agreement, such amounts being as set out in the Order Form;
<b>Claim</b>	means any allegation, debt, judgement, cause of action, action, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise asserted by any person at any time;
<b>Confidential Information</b>	means this Agreement and all information of any nature which a Party may have or acquire before or after the Agreement Date, however conveyed (whether in writing, verbally, in a machine- readable format or by any other means and whether directly or indirectly), which relates to the business, products, price lists, developments, Personnel, suppliers and customers of a Party and/or its affiliates (whether or not designated as Confidential Information by the disclosing Party), and all information designated as confidential or which ought reasonably to be considered confidential;
<b>Principal's Responsibilities</b>	means such performance obligations, resources and/or access that the Principal is reasonably required to make available so as to facilitate the Interpreter's performance of the Services in the manner contemplated in this Agreement, being as specified in Schedule 3 (Principal's Responsibilities);
<b>Event</b>	means the event in relation to which the Services are to be performed, being as specified in the Order Form;

<b>Expenses</b>	means the expenses incurred by the Interpreter and approved by the Principal, in the Interpreter's performance of their obligations under this Agreement, as set out in the Order Form;
<b>Fully Remote Meetings</b>	means a conference where the active speakers and Interpreter are remotely connected;
<b>Hybrid Meetings</b>	means an in-person conference at which a minority or majority of active speakers are remotely connected;
<b>Indirect Loss</b>	means, in relation to a breach of this Agreement, any loss of production, loss of use, loss of revenue, loss of profit, loss of contract, loss of goodwill, or any indirect, consequential or special loss;
<b>Intellectual Property Rights or IPR</b>	means patents, inventions (whether patentable or not), copyrights, moral rights, design rights, trade-marks, trade names, business names, service marks, brands, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights (whether registered or unregistered, and whether in electronic form or otherwise) including rights in computer software, and all registrations and applications to register any of the aforesaid items, rights in the nature of the aforesaid items in any country or jurisdiction, any rights in the nature of unfair competition rights, and rights to sue for passing off;
<b>IPR License Restrictions</b>	means the license restrictions that the Principal must comply in relation to the New IPR, being as specified in <b>Schedule 2 (IPR License Restrictions)</b> ;
<b>IT Services</b>	means information technology or telecommunication equipment used by any person in relation to this Agreement or the Event;
<b>Instruction</b>	means any reasonable instruction given by one Party to the other Party under or in connection with this Agreement, and the terms "Instruct" and "Instructed" shall have the equivalent grammatical meaning;
<b>Loss or Losses</b>	means any loss, expense, claim, penalty expenses or equivalent which is suffered, including Indirect Loss, as may arise as a result of one Party's actions or inactions in respect of their obligations under this Agreement;
<b>Meeting</b>	means a working session at the Event during which the Services are performed by the Interpreter;
<b>New IPR</b>	means such IPR as may be created by the Interpreter when performing the Services and which is, to the extent specified in the Order Form, the subject matter of this Agreement;
<b>Order Form</b>	means the order issued by the Principal and agreed to by the Principal, which sets out the commercial and operational details of this Agreement;
<b>Personnel</b>	means all employees, agents and subcontractors of a Party who are assigned, engaged or otherwise employed from time to time to work in connection with the performance or discharge of a Party's obligations under this Agreement;
<b>Participant</b>	means any natural person, business or organisation that attends the Event;
<b>Purpose</b>	means the purpose that the Principal may use the New IPR for, being as specified in the Order Form;
<b>Services</b>	means the interpretation services to be provided by the Interpreter hereunder including as set out in the Order Form;

<b>Sound Chain</b>	means the sequence of equipment's from the Speaker's setup and microphone through to the Interpreters' earphones;
<b>Speaker</b>	means Participant that speaks at the Event and whose speech the Services are to be performed in relation to;
<b>Tax</b>	means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of them);
<b>Toxic Sound</b>	means sound that is potentially damaging to the auditory system of an interpreter and/or any Participant;
<b>Territory</b>	means the country set out in the Order Form, or where no such country is specified, the country in which the Services are substantially performed;
<b>Terms &amp; Conditions or T&amp;C</b>	means AIIIC's Private Market Standard Terms and conditions as published on <a href="#">[URL]</a> and updated from time to time;
<b>Term</b>	has the meaning defined in Clause 3 (Term) of these T&C and
<b>Third Party</b>	means a person who is not the Principal or the Interpreter.



## Private Market Sector

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## **SCHEDULE 2 | IPR LICENSE RESTRICTIONS**

### **1. IPR LICENSE RESTRICTIONS**

- 1.1 The Principal acknowledges and agrees that the Interpreter's grant of rights under Clause 8 is strictly subject to the following terms and conditions:
- 1.1.1 the Principal may use the New IPR solely for the Purpose and no other purpose, except with the prior written approval of the Interpreter;
  - 1.1.2 the Principal shall not use or otherwise exploit the New IPR, or grant or permit any Third Party the right to do so, except with the prior written approval of the Interpreter or as permitted by this Agreement;
  - 1.1.3 the Principal shall ensure that the New IPR is not streamed anywhere without the prior written consent of the Interpreter;
  - 1.1.4 the Principal shall comply with all Applicable Laws, regulations, industry standards and codes of practice relating to the use of the New IPR;
  - 1.1.5 the Principal shall not make or permit any Third Party to make any modification to any of the New IPR without the prior express written approval of the Interpreter;
  - 1.1.6 if and to the extent required, the Principal shall obtain at its own expense all governmental licenses, permits and consents necessary to use the New IPR as contemplated under this Agreement;
  - 1.1.7 the Principal shall not, directly or indirectly, do or omit to do anything that may adversely impact on or diminish the rights of the Interpreter in the New IPR;
  - 1.1.8 the use of the New IPR is subject to all Applicable Laws and that the Principal shall at all times be solely liable for such due observance and performance;
  - 1.1.9 the Principal shall ensure that the Interpreter's name is identified with every recording or copy of the New IPR that the Principal or its Personnel publish;
  - 1.1.10 the Principal shall not (and shall procure that its Personnel shall not) use the Interpreter's name or the New IPR in any way which is likely to adversely affect, or damage, the Interpreter's good name and/or reputation; and
  - 1.1.11 unless expressly agreed in writing by the Interpreter, the Principal shall not use the New IPR for the purposes of training, testing, or validating any AI System.

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## **SCHEDULE 3 | PRINCIPAL'S RESPONSIBILITIES**

### **1. OVERVIEW**

- 1.1 The Principal acknowledges and agrees that the Interpreter's ability to perform the Services will be materially impacted by the extent to which the Principal is able to perform and/or deliver the items below.

### **2. LENGTH OF INTERPRETATION**

- 2.1 Subject to the Paragraph below, the Principal shall ensure that Meetings shall not exceed two periods of 2½ hours, and that each Meeting shall be separated by a break of at least 90 minutes (the "Time Limits").

- 2.2 If Meetings are to exceed the limits set out in the Paragraph above:

2.2.1 the Principal shall inform the Interpreter as soon as possible; and

2.2.2 the Principal authorises the Interpreter to, at the Principal's cost, engage additional interpreters to reinforce the interpreters' team or arrange replacement of the entire interpreter team.

### **3. TERMINOLOGICAL PREPARATION**

- 3.1 As early as possible and in any event before the first day of the Event, the Principal shall deliver to the Interpreter:

3.1.1 a complete set of documents (programme, agenda, minutes of the previous meeting, reports, etc.) in each of the working languages of the Event;

3.1.2 printed copies and/or digital files of any texts which are intended to be discussed or read aloud at any Meeting; and

3.1.3 such other documents, information and materials as the Interpreter may request for their preparation.

### **4. MANAGEMENT OF INTERPRETERS**

- 4.1 The Principal shall ensure that the Interpreter is free to distribute the Event's interpretation work amongst the members of the Interpreter's team at their sole discretion.

### **5. MANAGEMENT OF EVENT PARTICIPANTS**

- 5.1 The Principal shall inform all Speakers that they should comply with the following when speaking at the Event:

5.1.1 To speak at a moderate speed: 100 words (or 10 typewritten lines) per minute;

5.1.2 To allow sufficient time for slides; and

5.1.3 To ensure that, where a written text is to be read aloud, they have delivered a copy of that text to the Interpreter prior to the Event.

### **6. WORKING AREA & EQUIPMENT**

- 6.1 The Principal shall work with the Interpreter to jointly verify that all equipment necessary for the Services complies with the applicable ISO standards and the terms of this Agreement.

- 6.2 The Principal shall ensure that the Interpreter has access to permanent/mobile booth/platform to perform the Services in.

- 6.3 The Principal shall ensure that remote speakers use ISO-compliant external microphones and cabled internet connection so to allow sufficient sound quality for a proper understanding of the speech and also to protect the interpreters' hearing, in accordance with the relevant ISO standards, which determine the requirements and recommendations for the use of distance interpreting platforms.

6.4 The Principal shall ensure that remote speakers join the meeting through a cabled connection (not WiFi) and the audio signal throughout the sound chain must be ISO-compliant (i.e. from the remote speaker's setup and microphone through to the interpreters' earphones).

6.5 The Principal shall notify the Interpreter as soon as possible of:

6.5.1 the name of the firm responsible for supplying the simultaneous interpretation equipment; and

6.5.2 the name of the person responsible for technical arrangements in the conference room(s).

6.6 The Principal shall ensure that screens to improve the direct view of the Speaker and the hall, or to replace such a direct are only used if agreed upon in advance by the Interpreter.

## **7. AUDIO QUALITY**

7.1 The Principal shall ensure that:

7.1.1 no Toxic Sound is audible to the Interpreter or any Participants; and

7.1.2 at no point in the Sound Chain is any audio signal subject to live digital signal processing (DSP).

## **8. INTERPRETATION OF FILM**

8.1 If any Film is intended to be shown in a Meeting, the Principal shall ensure that:

8.1.1 the Interpreter is provided with a script or access to the film beforehand;

8.1.2 any commentary on the film is spoken at a normal speed;

8.1.3 the Interpreter is provided with a copy of the text of any statements that the Speaker intends to make about the film in sufficient time to study it; and

8.1.4 the sound-track is transmitted directly to the Interpreters' headphones.

## **9. REMOTE INTERPRETATION (IF APPLICABLE)**

9.1 The Principal acknowledges and agrees that Fully Remote Meetings and Hybrid Meetings are substantially harder to interpret owing to increased cognitive load and exposure to potentially harmful audio signals.

9.2 For Fully Remote Meetings, the Principal shall ensure that:

9.2.1 interpreter assignments are much shorter than the Time Limits;

9.2.2 all equipment in the Sound Chain is in compliance with ISO Standard 24019:2022 (or the most recent version of this Standard);

9.2.3 the Interpreter is connected to the Meeting through a cabled connection (not WiFi); and

9.2.4 the microphones used by Participants are external microphones devoid of digital processing.

9.3 For Hybrid Meetings, the Principal shall also ensure, when appropriate, that:

9.3.1 the Interpreter's aggregate exposure to online speakers shall be kept as low as possible, and in any event be much shorter than the time limits set out in the LENGTH OF INTERPRETATION Paragraph above;

9.3.2 all equipment in the Sound Chain is ISO Standard ISO 17651-1 and ISO 17651-2 compliant;

9.3.3 the Interpreter is connected to the Meeting through a cabled connection (not WiFi); and

9.3.4 the microphones used by Participants are external microphones devoid of digital processing.

9.4 For all such meetings, the Principal shall ensure that:

- 9.4.1 the Interpreter is connected to the Meeting through a cabled connection (not WiFi);
- 9.4.2 the audio signal throughout the Sound Chain is in compliance with ISO Standard 24019:2022 (or the most recent version of this Standard); and
- 9.4.3 the microphones used by Participants are external microphones devoid of digital processing.

## **10. TRAVEL**

- 10.1 The Principal shall ensure that the travel arrangements made available to the Interpreter are of sufficient quality so as to ensure that the Interpreter's health or the quality of work is impaired following their journey.

## **11. INTERPRETER'S AUTHORITY (IF APPLICABLE)**

- 11.1 The Principal hereby grants to the Interpreter the authority to recruit the team(s) of interpreters and co-ordinate their work for the Event in accordance with the Order Form.
- 11.2 The Principal hereby grants to the Interpreter the authority to execute contracts, materially in the form of this Agreement, in the name of the Principal with each interpreter to perform the Services.

## **12. UNLICENSED RECORDING**

- 12.1 Unless expressly authorised in the Order Form, the Principal shall neither record, not permit any Third Party to, record or stream the interpretation.

## **13. THIRD PARTY INTERFERENCE**

- 13.1 The Principal shall ensure that no Third Party works as an interpreter at the Event, uses the interpretation channels or the simultaneous interpretation equipment without the prior consent of the Interpreter.

## **14. FUNCTION OF THE INTERPRETER**

- 14.1 The Principal shall ensure that the Interpreter is only used to interpret spoken or signed proceedings and shall not be used to provide written translation work unless expressly agreed in writing by the Interpreter.

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