

## ORDER FOR INTERPRETING SERVICES

14 September 2020, Vilnius

THE CLIENT	THE INTERPRETER
Name, surname / name: [●] Company code: [●] Address: [●]  VAT number: [●] Person in charge: [●]	Name and surname: [●] Personal ID number: [●] Address: [●] Self-employment certificate No.: [●] Language combination: [●] Tel.: [●] E-mail: [●]

DATE OF THE EVENT	NAME OF THE EVENT	PLACE OF THE EVENT (if applicable: <b>Virtual format</b> )

INTERPRETING SERVICES		
1	Working time	[●] (the Interpreter arrives 20 minutes before the event)
2	Working languages of the event	[e.g., EN, LT]
3	Type of interpreting	Simultaneous / Consecutive / Whispered] interpreting / Simultaneous, remote mode via the ..... platform
4	The Interpreter will have to interpret from / to the following languages	[e.g., EN↔LT]
5	Number of interpreters per team	[●]
6	Team leader	[●]
7	Recording/broadcasting/streaming of interpretation	[Yes / No] [If yes, the Interpreter's remuneration shall be increased by ... per cent]

	ITEM	RATE, EUR	Comments	Number	Subtotal
1	[Daily / Half a day / Fixed fee for the event specified in the Order]				
2	Other (overtime, etc.)				
3	Travel costs				
	Travel days				
	Other (non-working days in between contracted days / days off, etc.)				
	Accommodation				
	Time for technical preparation and training <sup>1</sup>				
	<b>TOTAL, EUR:</b>				
7	Payment deadline	..... days after the receipt of the invoice			

**NOTE:**

<sup>1</sup> The Interpreter shall **set up their equipment** as per the RSI platform's instructions and shall make their best efforts to **be available for the technical test and training** of the RSI platform.

<sup>2</sup> **Overtime** shall start as of 10<sup>th</sup> min. of delay and shall be calculated based on 30-min. intervals.

**3. Cancellation clause:** see Art. 8.3

CLIENT'S SIGNATURE	INTERPRETER'S SIGNATURE
Place:                      Date:	Place:                      Date:

This Order shall be made following the General Terms and Conditions of the Contract for Interpreting Services, which have been provided to the Client prior to the signing of this Order.

## CONTRACT FOR INTERPRETING SERVICES GENERAL TERMS AND CONDITIONS

### 1. Subject-Matter of the Contract

- 1.1. The Interpreter hereby undertakes to provide simultaneous, consecutive or whispered interpreting services, including via the RSI platform, telephone or other oral interpretation services, as ordered by the Client and the Client undertakes to pay the agreed price for the Services provided.
- 1.2. The Parties shall agree on the specific type and scope of the services under these General Terms and Conditions by signing an Order for Interpreting Services.

### 2. Definitions

- 2.1. **General Terms and Conditions** mean these General Terms and Conditions of the Contract for Interpreting Services.
- 2.2. **Community interpreting** means interpreting (most often consecutive, sometimes whispered) in hospitals, police offices, court hearings, and other state institutions mostly to communicate with immigrants or foreign nationals.
- 2.3. **Normal speaking rate**<sup>1</sup> means the speed at which the speaker speaks, which does not exceed 100 words per minute (3 minutes per printed page with 1.5 line spacing).
- 2.4. **Conference interpreting** means consecutive or simultaneous interpreting during high-level or diplomatic meetings, multilingual events, seminars, and conferences by appropriately trained, experienced and highly qualified conference interpreters.
- 2.5. **Client** means the person ordering the services as indicated in the Order.
- 2.6. **Material** means the agenda, presentations or other reference materials in the working languages of the event, as well as links to online information sources related to the topic of the event.
- 2.7. **Consecutive interpreting** means the form of interpreting when the speaker and the interpreter take turns to speak.
- 2.8. **Services** mean the services of the specific type of interpreting chosen by the Client as stated in the Order.
- 2.9. **Hazardous or unusual working conditions** mean work involving patients with contagious diseases, work in psychiatric institutions, work when the temperature is considerably above or below a comfortable temperature (e.g., work in industrial freezers) etc.
- 2.10. **Relay interpreting** means a form of simultaneous interpreting when the speech is rendered from an intermediate language rather than directly from the source language.
- 2.11. **Simultaneous interpreting** means interpreting when the interpreter renders the speaker's message into the target language almost at the same time as the original speech.
- 2.12. **Contract** means these General Terms and Conditions of the Contract for Interpreting Services and the Order made between the parties.
- 2.13. **Parties** mean the parties to the Contract for Interpreting Services – the Client and the Interpreter.
- 2.14. **Whispered interpreting** means a mode of simultaneous interpreting when the interpreter provides a *sotto voce* voice-over into the ear of the listener without any special equipment.

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<sup>1</sup> **Reference material:** <https://virtualspeech.com/blog/average-speaking-rate-words-per-minute#:~:text=The%20average%20speaking%20rate%20changes,podcasters%2C%20the%20wpm%20is%20higher.>

- 2.15. **Order** means the special part of the Contract for Interpreting Services specifying the services, the type of interpreting, the price of the services, and other terms and conditions agreed upon by the Parties.
- 2.16. **Interpreting** means oral communication when the message delivered in the source language is rendered into the target language naturally and fluently, adopting the delivery and tone of the speaker, rendering the message rather than individual words.
- 2.17. **Types of interpreting** mean consecutive, whispered, and simultaneous interpreting.
- 2.18. **Interpreter** means the provider of the services indicated in the Order.
- 2.19. **RSI:** remote simultaneous interpreting via a dedicated interpreting platform.

### **3. RIGHTS AND OBLIGATIONS OF THE INTERPRETER**

- 3.1. The Interpreter undertakes to provide the Services with due care and effectively in accordance with universally recognised professional standards and practice, using all the skills and knowledge necessary. The Interpreter shall follow the Code of Ethics and the Professional Standards of AIIC and /or the Lithuanian Association of Conference Interpreters in his/her professional activities.
- 3.2. The Interpreter shall ensure that at the moment of entry into this Contract and throughout the whole validity thereof the Interpreter and/or the third persons involved by the Interpreter have the qualifications and experience necessary to provide the Services. The Interpreter may involve third persons to provide the Services after informing the Client thereabout.
- 3.3. At the request of the Client, the Interpreter shall form the team of interpreters taking into account the information provided by the Client, the Client's needs and universally recognised professional principles:
  - 3.3.1. one simultaneous interpreting team in bilingual events shall consist of at least two interpreters to ensure uninterrupted interpretation;
  - 3.3.2. simultaneous interpreting teams in multilingual events shall be formed so that there is as little interpreting via an intermediate language as possible;
  - 3.3.3. whispered interpreting shall be possible for interpreting from one or two languages into another language when interpretation is required by not more than two persons. Whispered interpreting shall be done by two interpreters in order to ensure uninterrupted interpretation;
  - 3.3.4. consecutive interpreting normally requires two interpreters. In exceptional cases, one interpreter may be hired provided that this will not compromise the quality of work and where due account is taken of the health requirements of interpreters;
  - 3.3.5. remote interpreting shall be provided via a dedicated platform, unless agreed otherwise with the client; the interpreter undertakes to abide by all the requirements of the client and/or RSI platform to ensure the maximum quality of the service;
  - 3.3.6. where an event is expected to last (including breaks) more than 10 hours, a second shift of interpreters shall be hired or another solution acceptable to both Parties shall be sought.
- 3.4. The Interpreter shall undergo the training organised by the Client and/or the RSI platform at an agreed time. In case reference material is provided instead of training, the Interpreter shall analyse it thoroughly.
- 3.5. If requested by the Client, the Interpreter shall make their best effort to participate in the technical tests and training, including, if requested, to arrive at the interpreting hub.
- 3.6. The Interpreter shall arrive and /or, in case of RSI, shall connect in time for the event and immediately inform the Client about any circumstances that hinder or are likely to prevent the Interpreter from starting or completing the provision of Services within the time limits set.

- 3.7. The Interpreter shall have the right to try the technical interpreting equipment before the beginning of the event. If the equipment does not conform to universally acceptable minimum standards of quality, the Interpreter may refuse to provide the Services. In such cases, the Client shall be considered to be in breach of the Contract and shall compensate the losses incurred by the Interpreter (e.g., where applicable travel, accommodation, preparatory costs, foregone earnings, etc.).
- 3.8. In case of RSI, the both the Client and the Interpreter understands that RSI systems are not yet developed to the standard necessary to ensure the proper working conditions and the interpreter's health and safety at work, including the prevention of the acoustic shock. Therefore, by signing this Agreement, the Interpreter shall agree to share the risk of technical problems and shall remain at the place of work throughout the assignment and shall do their best to provide the interpreting service. The Interpreter shall refuse to interpret only when impossible to hear the speaker or the connection becomes unstable in order to understand the speaker despite all possible efforts made by the Interpreter, or in case the sound transmitted by the technical equipment poses a health hazard.
- 3.9. In case of RSI, the Interpreter shall satisfy all technical requirements indicated by the Client and / or RSI platform prior to the meeting.
- 3.10. In case of technical failures, the Interpreter, when recruited by an agency or other intermediary, which in that case is the Interpreter's Client, shall communicate strictly via the persons dedicated by the Client and / or the RSI platform. I.e. the Interpreter shall only make comments to the persons dedicated by the Client and / or the RSI platform, leaving it to them to communicate with the ultimate client / event organiser. However, the Interpreter has the right to briefly inform the listeners via the interpreter's microphone about technical problems and the resulting consequences.
- 3.11. The Interpreter shall ensure the confidentiality and protection of the information obtained from the Client in the course of the performance of this Contract and related to the performance thereof.

#### **4. RIGHTS AND OBLIGATIONS OF THE CLIENT**

- 4.1. In case of the conventional interpreting mode, the Client shall ensure the technical facilities suitable for the provision of the Services (according to the guidelines and standards attached).
- 4.2. In case of RSI, the Client shall do all within their power to ensure adequate technical RSI conditions for the interpreter, including informing the speakers of the speaking hygiene and the necessity to use audio and video devices properly.
- 4.3. The Client shall provide the Interpreter with the information necessary to provide the Services, i.e.:
  - 4.3.1. the materials for the event, in a reasonable amount of time prior to the beginning of the event (ideally, several days in advance). The risk resultant from the failure to fulfil this obligation shall be borne by the Client, i.e. failure by the Client to fulfil this obligation shall deprive it of the right to make claims regarding any irregularities in interpretation quality;
  - 4.3.2. in case of a conventional mode of interpreting (i.e. non-RSI): if any video material is going to be used, the Client shall ensure the provision of transcripts of the text to the Interpreter in advance, the transmission of sound to the Interpreter's headphones and a normal speaking speed;
  - 4.3.3. shall inform the Interpreter in advance about any hazardous or unusual working conditions; in case of failure to do so, the Interpreter shall have the right to refuse to provide the Services and claim remedy under clause 8.3.4 hereof.
- 4.4. The Client shall ensure that the speakers are notified of the normal speaking rate. If the speaker exceeds the normal speaking rate, the Interpreter shall notify the Client/the audience accordingly. If the speaker does not slow down, the Interpreter may refuse to continue the Services and the Client may not bring any claims on these grounds.
- 4.5. The mode of interpreting stated in the Order may be changed only by prior agreement with the Interpreter. The Interpreter shall not provide any additional services that are not stipulated in the Order (translation, shorthand services, etc.).

- 4.6. Interpreting may not be recorded, reproduced, published and/or broadcast without the prior written consent of the Interpreter. Services shall be provided only directly to the listeners physically present at the place of the meeting. A record of the event may not be used separately from its original source text (presentation and/or speech interpreted). Interpreting may not be considered to be an authentic verbatim report of the meeting.
- 4.7. The Interpreter may ask for additional remuneration for recorded and/or broadcast interpretation to be agreed upon in writing.
- 4.8. The signature of the Order form with a respective indication of consent regarding the broadcasting, recording or reproduction of interpretation shall be considered as the prior written consent of the Interpreter.

## **5. PRICE OF THE SERVICES AND PAYMENT PROCEDURE**

- 5.1. The Parties shall agree on the price of and payment procedure for the Services in the Order.
- 5.2. Apart from the agreed remuneration for the Services, travel and accommodation costs, as well as compensation for time spent travelling and overtime shall be paid to the Interpreter when applicable.
- 5.3. The Interpreter shall have the right to claim additional remuneration for the Services, if any unforeseeable circumstances come to light and the nature of the Services changes as a result.

## **6. LIABILITY OF THE PARTIES**

- 6.1. In case any of the Parties fails to perform its contractual obligations, the defaulting Party shall compensate the resultant losses to the other Party.
- 6.2. The Parties shall agree on the following criteria of quality to govern a decision on the quality of the Services provided: correct usage of the language and terminology, non-distortion of information, accent.
- 6.3. The Interpreter shall be liable to the Client for improper performance of contractual obligations only in case of intent or gross negligence. The Interpreter shall not be liable to the Client for its indirect losses. The Interpreter's liability shall in all cases be limited to the price of the Services stated in the Order.

## **7. VALIDITY OF THE CONTRACT**

- 7.1. This Contract shall come into force as of the moment of its signing and stay in effect until the Parties agree on its termination or until its validity expires, is terminated under the law or in other cases provided for herein.
- 7.2. If any provision of this Contract becomes or is recognised as invalid in whole or in part, it shall not affect the validity of the remaining provisions of the Contract.
- 7.3. After the termination of the Contract or its expiry, the Contract provisions relating to liability and payments between the Parties hereunder, as well as all other Contract provisions, as expressly stated, shall survive termination of the Contract or shall remain in force in order to perform this Contract to its full extent.
- 7.4. Any amendments, supplements and Annexes to this Contract shall be valid only if made in writing and duly signed by the Parties.

## **8. TERMINATION OF THE CONTRACT**

- 8.1. The Contract may be terminated by a written agreement between the Parties.
- 8.2. The Interpreter shall have the right to terminate the Contract unilaterally only for important reasons with notice to this effect made as early as possible and in any event not later than 3 (three) days before the event. The Interpreter shall, where possible, recommend an equally qualified colleague who agrees to work under the conditions specified in the Contract to the Client. Sudden illness or other unexpected circumstances beyond the control of the Interpreter shall be considered *force majeure*.

- 8.3. In case the Client terminates the Contract unilaterally without any fault of the Interpreter, the Client shall pay the following compensation to the Interpreter to be considered as minimum damages:
- 8.3.1. if the Client terminates the Contract more than 30 calendar days before the date of the event, no compensation shall be paid;
  - 8.3.2. if the Client terminates the Contract between [●] and [●] calendar days before the date of the event, 30 per cent of the agreed price of the Services shall be paid;
  - 8.3.3. if the Client terminates the Contract between [●] and [●] calendar days before the date of the event, compensation of 75 per cent of the agreed remuneration price shall be paid;
  - 8.3.4. if the Client terminates the Contract less than 7 calendar days before the date of the event, 100 per cent of the agreed price of the Services shall be paid;
  - 8.3.5. compensation for the travel time and per diem (unless the Interpreter has arrived at the venue of the event) shall not be applicable.

## **9. PROCESSING OF PERSONAL DATA**

- 9.1. When providing the Services, the Interpreter shall act as the processor of the Client's data in compliance with legal acts regulating data protection and in accordance with the Client's instructions concerning the processing of personal data received from the Client. The Interpreter shall process the personal data contained in the documents provided by the Client when that is necessary for the provision of the Services under this Contract. The Interpreter shall be prohibited from communicating the personal data received from the Client to any third parties without the prior consent of the Client or from using that data for the purposes other than the performance of this Contract. The Client shall warrant that it has the right to transfer the personal data necessary for the provision of the Services to the Interpreter and that it has informed the relevant data subjects thereof in an appropriate manner.
- 9.2. The Interpreter undertakes to notify the Client immediately of (i) any legally binding request by a law enforcement authority to disclose the personal data received from the Client unless otherwise prohibited; (ii) any accidental or unauthorised access to the data, the leaking and/or breach of personal data; and (iii) any request received directly from the data subjects without responding to that request, unless he/she has been otherwise authorised by the Client to do so.
- 9.3. The Interpreter undertakes to make reasonable efforts in order to ensure, at his/her own cost, that the personal data received from the Client are protected against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation.
- 9.4. When notifying the Client of a personal data breach, if any, the Interpreter shall: (i) describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned; (ii) communicate his/her contact details; (iii) describe the likely consequences of the personal data breach; (iv) describe the measures taken or proposed to be taken by him/her to eliminate the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 9.5. After identifying that the Interpreter fails to comply with the contractual provisions regarding personal data processing and with the requirements of data protection legislation, the Client shall inform the Interpreter thereof in writing and shall have the right to suspend the provision of personal data to the Interpreter. The Interpreter undertakes to inform the Client about his/her preparedness to comply with the requirements of personal data protection in an appropriate manner. After considering the information received from the Interpreter, the Client may resume the provision of personal data and renew its permission to continue processing personal data.
- 9.6. The Interpreter undertakes to respond to the Client's inquiries in relation to the processing of the personal data received from the Client not later than within 7 (seven) calendar days.

- 9.7. The Interpreter, as the data processor, undertakes to help the Client ensure compliance with the obligations referred to in Articles 32–36 of the General Data Protection Regulation with due account of the nature of the data processing and the information held by the Client. The Interpreter shall take all measures for the security of data processing required under Article 32 of the General Data Protection Regulation.
10. The Client shall have the right to discontinue the provision of personal data to the Interpreter unilaterally at any time. Upon receipt of the Client's instruction, the Interpreter undertakes to stop any processing of the Client's data immediately, except storage where that is necessary for the establishment, exercise or defence of legal claims.

## 11. APPLICABLE LAW AND DISPUTE RESOLUTION

- 11.1. This Contract shall be regulated by and interpreted in accordance with the law of the Republic of Lithuania.
- 11.2. Any disagreements or disputes arising between the Parties regarding this Contract shall be solved by amicable negotiations of both Parties. In case of failure by the Parties to negotiate, outstanding disputes, disagreements or claims arising out of or related to the Contract, its breach, termination or validity shall be resolved in a competent court of the Republic of Lithuania.

## 12. NOTICES

- 12.1. Any and all notices and other communications of the Parties under this Contract shall be considered as valid if served to the other Party in person with acknowledgement of receipt or if sent by registered mail, fax and/or e-mail.
- 12.2. In case of a change in the address and/or other details of the Party, it shall immediately inform the other Party thereabout. If the Party fails to comply with these requirements, it shall have no right to a claim or defence in cases where the actions of the other Party carried out according to the latest contact details known to it are contrary to the Contract terms and conditions or in cases where it has not received any notices sent according to these contact details.

## 13. MISCELLANEOUS

- 13.1. None of the Parties shall have the right to assign all or part of its rights and obligations under this Contract to any third party without the prior written consent of the other Party.

For the Client:

[position]  
[name, surname]

\_\_\_\_\_  
(signature)

L.S.

For the Interpreter:

[name, surname]

\_\_\_\_\_  
(signature)

L.S.

## **Guidelines on the Minimum Technical Requirements for Conventional Interpreting Equipment**

- Built-in simultaneous interpreting (SI) booths or mobile equipment shall be used for interpreting;
- In case of remote interpreting (teleconferencing, videoconferencing, etc.), SI booths should enable at least three fields of vision (be equipped with 3 screens) at the same time: the meeting room, slides/visual material, and the speaker. In case of ISDN transmissions, the required frequency is 125–12,500 Hz;
- It is important to ensure the reliability of the equipment; it is therefore recommended that the equipment should be rented from a specialised company;
- In order to avoid problems in interoperability, it is recommended that all the equipment should be rented from one company (including microphones and headphones);
- It should be possible to adjust the configuration of the technical equipment to the needs of the meeting;
- The required number of booths (one booth per outgoing language) should be ensured;
- Each interpreter should have an individual console with a microphone and earphones;
- It is recommended that a portable microphone should be provided (if participants are likely to ask questions);
- It is recommended that a lapel microphone should be provided (if the speaker is likely to move);
- Permanent monitoring by a technician (preferably by the company that has provided the equipment) should be ensured during the event;
- Interpreting booths should be free from other persons, items or equipment.

*Minimum standards for SI booths (according to ISO standards: ISO 2603:2016 or DIN EN ISO 2603 - permanent interpretation booths, ISO 4043:2016 or DIN EN ISO 4043 – mobile interpretation booths):*

<https://www.iso.org/standard/67065.html>

<https://www.iso.org/standard/67066.html>

Dimensions (adequate booth space (200 x 160 x 160 cm);

- Ventilation (adequate ventilation, silent running of the ventilation system);
- Insulation/soundproofing (both from outside and from other booths);
- Inside lighting (to enable reading of the event materials);
- Windows at the front and sides;
- Non-reflecting glass windows from inside (for good visibility of the meeting room);
- Table (along the entire width of the booth);
- Adjustable chair for each interpreter;
- The booths should be set up on a raised platform (30 cm height) at the back of the room to ensure good visibility of the whole room;
- Sufficient space to exit the booth;
- It is recommended that the booths should not be set up close to the sources of noise (e.g., under loudspeakers);
- It is recommended that the booths should be positioned so that the persons entering and leaving the meeting room do not move in front of the booths.

### **TIPS FOR SPEAKERS**

1. Take off your headphones and speak directly into the microphone.
2. Before starting to speak, check if the microphone is on.
3. Do not blow into or tap on the microphone.
4. Do not be too close to the microphone when speaking.
5. If you wish to move, ask for a portable or lapel microphone.
6. Do not use the microphone instead of a pointer.
7. Speak naturally, without haste.
8. Where possible, speak in your native language.
9. If you are going to read out your speech, give its copy to the interpreters.
10. If you are reading your text, do not hurry – an ideal speed is 1 page or 40 lines per 3 minutes.
11. Clearly indicate reference documents.
12. Clearly pronounce figures, names and abbreviations.
13. Where possible, share technical terms and abbreviations with the interpreters in advance.
14. Send full information relating to your presentation (presentation slides, your notes, reference legislation, etc.) to the interpreters as early as possible.

**TIPS FOR EVENT ORGANISERS**

1. Let one professional interpreter form a team of interpreters for your event.
2. Rely on the advice and recommendations of the lead interpreter regarding working conditions, equipment, etc.
3. Appoint one person to be in charge of communication with the lead interpreter before and during the event.
4. Rent interpreting equipment that conforms to the relevant technical standards.
5. Ensure good visibility of the meeting room and the speakers to the interpreters.
6. Test technical equipment before the event.
7. Provide the interpreters with the material of the event in advance.
8. If you intend to use read out speeches, please distribute them to the interpreters at least before the start of the event.
9. Arrange an information meeting of the speakers with the interpreters before the event.
10. Where possible, assign a separate room for the interpreters to rest.
11. Where possible, ensure internet access for the interpreters during the event.
12. The Client should be aware and understand that the recruited interpreter and their team members are professionals of conference interpreting and are not required to have a degree and experience in the area of activities of the Client or on the topic to be discussed in the event.
13. In case of a dispute concerning the quality of interpretation, please provide specific evidence why you were not satisfied with the quality of the interpretation. If necessary, you may also contact other specialists and interpreters' organisations for an impartial and objective assessment of the quality of the interpretation on the basis of the material provided. A subjective and one-sided opinion of the Client is not considered to be valid proof.
14. To prevent issues related to interpreting services, make sure that the interpreters you hire are highly skilled and experienced professionals. Ask them to provide documents certifying their qualifications and accreditations by international institutions and check their membership in professional associations. All this can be done for you if you follow paragraph 1 of these tips.