

GENERAL CONDITIONS

§ 1: **Contracts** shall always be concluded **directly** between the Interpreter and the Organizer. “Organizer” shall mean the natural or juridical person who has taken the initiative of holding the conference and bears responsibility for it. It shall exclude anyone who may have been entrusted by the Conference Organizer to act as an intermediary, unless such intermediary is acting as agent of the Organizer.

§ 2: **The Interpreter** shall provide an **oral** translation/interpretation of the spoken proceedings. His/her function shall, therefore, **exclude written** translations of texts and any other activity (e.g. interpretation at sight-seeing tours, social events, excursions), which is not specifically provided for in the contract. The interpreter is an independent contractor in the performance of his/her duties and the Organizer or any other person shall not interfere or give instructions in this respect. The Interpreter is morally responsible for the integrity of his/ her work. **Legal responsibility/liability is excluded, except for gross negligence.**

§ 3: The Interpreter shall keep the **strictest professional secrecy** about anything heard or read in the context of his/her work at non-public meetings and shall refrain from seeking any personal gain whatsoever from such information.

§ 4: Persons not belonging to the team of interpreters provided by Congrestolken shall not be used as interpreters to complement that team or otherwise make use of the interpretation channels or the interpretation equipment without prior consent of the team leader.

§ 5: The distribution of the work among the members of the team shall be established by the interpreters themselves.

§ 6: If, for any reason whatsoever, the Organizer should not make use of any one or all of the interpreter's services on the dates and terms specified in the contract, the interpreter shall be entitled to 75 % of the fees agreed upon in this contract if cancellation takes place more than two weeks before the conference and one 100 % if cancellation is within two weeks before the meeting, as well as to the settlement of any substantiated claims for expenses incurred, unless an alternative engagement can be found for the interpreters during the same period.

§ 7: If extraneous circumstances (strikes, hijackings, late arrival of planes, political unrest, military action etc.) should prevent the Interpreter from fulfilling all or part of the engagement, the Interpreter will nevertheless remain entitled to: a) the fees specified in the contract and b) reimbursement of any substantiated expenses incurred.

Likewise, if the circumstances set out above should prevent the Interpreter from returning to his/her domicile on expiry of the period covered by the contract, and indemnity equal to 2/3 of the agreed fee plus the subsistence allowance specified in the contract shall be payable for each additional day.

§ 8: If serious personal or health reasons should prevent the Interpreter from fulfilling all or part of the contract, he/she undertakes to inform the Organizer immediately and to provide a qualified replacement on the same terms and conditions.

§ 9: Fees are agreed in the contract and are based on a daily rate which is due for each calendar day or part thereof.

§ 10: The Interpreter is entitled to a subsistence allowance for each night of absence from his/her domicile.

§ 11: The Interpreter is entitled to travel first class by rail/sea. Travel by plane shall be effected in full fare economy class, unless otherwise agreed. He/she shall have the free choice of route and dates of

travel. He/she will, however, only be refunded the costs for direct return travel between his/her domicile and the conference venue.

§ 12: For the Interpreter's technical and terminological preparation, the Organizer will ensure that - at least 15 days before the beginning of the conference - the Interpreter receives a complete set of documents in his/her language and any other language agreed upon, for example a full program, agenda, texts of speeches to be read, minutes of previous meetings, reports etc. In the case of specialized meetings, briefing sessions may be arranged which shall be paid for.

§ 13: **Speakers are advised against reading their presentations.** If, however, this is unavoidable the Organizer will inform speakers that they must read slowly. The Interpreter **must receive a copy of the documents to be read, sufficiently long in advance, so that he/she can prepare.** The Interpreter is not bound to interpret written contributions which he/she has not been able to study beforehand.

§ 14: The Interpreter shall interpret films, videos, etc. only if a) he/she has received a transcript of the film at the latest the evening before, and b) the sound is fed directly into the interpretation channel. Upon request of the Interpreter the film shall be shown to him/her beforehand.

§ 15: **No recording shall be made of the interpretation**, whether by those taking part in the meeting or by any other person **without the prior consent of the interpreter concerned.** Any use of the interpreter's work for purposes **other** than those stipulated in the contract (or for the preparation of the minutes) **is subject to Dutch intellectual property law and requires the prior consent of the Interpreter as well as the payment of an agreed fee.**

§ 16: The technical installations must be in agreement with ISO-Standard 2603 (permanent installations) and ISO Standard 403 (mobile installations). The Interpreter must have a direct view of the speaker and of any visual aids (slides, overheads, etc.) that may be used. Interpreters are in no way responsible for the condition or operation of technical facilities. The Interpreters on the spot are the sole judges whether the sound equipment is functioning adequately to permit interpreting to a proper standard. If in their judgement it is not, they are not bound to provide simultaneous interpretation during the entire period of malfunction. The obligations of the Organizer as stipulated in the contract shall subsist and remain unchanged.

§ 17: **An Interpreter's working day** shall not exceed 8 hours, including a break of at least 1.5 hours for lunch; if the working day is likely to exceed this limit, an appropriate number of additional interpreters shall be recruited by Congrestolken.

§ 19: **This contract shall be subject to Dutch law.** Any dispute arising out of the implementation of these General Conditions shall be submitted to the exclusive jurisdiction of the Courts of the Netherlands.

§ 18: **Technical equipment:** The Organizer is responsible for the distribution and collection of the headphones and receivers. Damage to or loss of the equipment, headphones and receivers is at the organizer's risk.

Read and agreed

Initials Organizer

Initials Congrestolken

