

Translation Industry Cooperation Agreement

INTERPRETING

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AHTI-PROFORD-SZOFT

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PREAMBLE

The objective of this document prepared jointly by the Association of Hungarian Translators and Interpreters (AHTI) and the Association of Professional Translation Service Providers (Proford) and the Association of Freelance Translators and Interpreters, Hungary (SZOFT) is to set out the core principles of business cooperation between Language Service Providers and their subcontractors (Interpreters).

AHTI, Proford and SZOFT have recognised the need to create professional and business regulations that are based on mutual consent; and promote efficient, forward-thinking and professional cooperation between Language Service Providers and representatives of the translation and interpreting industry, and which also provide a point of reference with respect to the terms of cooperation; quality, technical and other resources, as well as the practical implementation of fee-related requirements.

To date, no other agreement has been signed in Hungary based on the mutual agreement of both sides that would take the values and interests of the market's demand and supply side into consideration. This Agreement aims to set clear and feasible rules for all stakeholders.

It is no coincidence, therefore, that the lack of consensus in basic professional matters has spurred tension between the parties on many occasions. These rules have been created jointly by Language Service Providers and their subcontractors (Interpreters having professional qualifications and/or the appropriate expertise), with their mutual consent, regarding each other as equal professional partners. Both sides accept the basic principles set out in this Agreement, the adherence to which the parties can mutually expect from one another in the future.

The requirements and recommendations set out in this document are primarily aimed at representatives of the translation and interpreting industry and players of the translation market, i.e. Language Service Providers and professional Interpreters; at the same time, however, we also anticipate interest from educational institutions providing translation and interpreting courses and from end users on the demand side.

This document concerns interpreting only. Translation and revision are covered by a separate agreement.

1. Definition of Terms

1.4. Key terms

1.4.1. Interpreting

Interpreting includes any service whereby the source text delivered orally or provided in a written form is transposed into the target language orally.

1.4.2. Interpreter

A person with the qualifications required by the effective laws or the necessary expertise who performs interpreting.

1.4.3. Language Service Provider

An organisation that provides translation, interpreting and associated services.

1.5. Types of interpreting

1.5.1. Liaison Interpreting

Interpreting ad hoc, more informal communication. Typical cases: visits, demonstrations, on-the-job training, etc.

1.5.2. Conference Interpreting

Conference interpreting involves consecutive interpreting in long segments and simultaneous interpreting.

1.5.3. On-Stage Interpreting

A subtype of consecutive interpreting. The interpreter stands next to the speaker, usually on stage, interpreting into a microphone in short segments. Due to the nature of such assignments, generally, there is no possibility of note-taking. The circumstances of this work and the expectations towards the interpreter make on-stage interpreting similarly demanding to simultaneous interpreting.

1.5.4. Sign Interpreting

Simultaneous interpreting performed into sign language. Sign language interpreters perform interpreting for people who are deaf or hard of hearing. They interpret what is being said into sign language and interpret sign language content back to the spoken language.

1.5.5. Public Service Interpreting

Public Service Interpreting is the type of interpreting which enables national and regional authorities to communicate with persons of foreign and/or refugee/migrant background who do not (or insufficiently) speak the language of the country so as to examine their status as an asylum-seeker, and facilitate their access to healthcare, municipality and law enforcement services or other public services.

1.5.6. Remote Interpreting

Remote Interpreting is interpreting performed at a distance. Remote interpreting has two main types: over-the-phone interpreting and video remote interpreting. On the phone interpreting (OPI) is always carried out consecutively, while the mode of video remote interpreting may be either consecutive (VRI – video remote interpreting) or simultaneous (RSI - remote simultaneous interpreting). Remote interpreting services are recommended for shorter meetings or when it is difficult to arrange for transporting the negotiating partners and the interpreter to the same location.

As compared to on-site interpreting, remote interpreting is mentally more stressful, so it is the basic interest of all market players that remote interpreters are assisted with preparatory materials.

1.6. Interpreting techniques

1.6.1. Consecutive Interpreting

An interpreting assignment is consecutive if a segment of the target language text (which is usually one sentence/a few sentences or a shorter unit of thought) is delivered after the source language text has been spoken and there is direct contact between the presenter of the source language text, the audience and the person performing the interpreting.

Consecutive interpreting is typically used for negotiations, business meetings, presentations and training. Depending on the interpreting assignment, the consecutive interpreter may take

notes. Where appropriate, the interpreter stands next to the speaker(s) and interprets into a microphone.

In certain cases written texts also need to be translated orally, for which the interpreter applies the so-called sight interpreting technique (see section 1.10).

1.6.2. Long Consecutive Interpreting

This type of interpreting is identical to the technique described in the section on “consecutive interpreting”, however there is a significant difference in that the interpreter uses a special note-taking technique to take down the speech or lecture, which can be as long as 4-5 minutes, and then uses the notes to render the speech into the target language. This technique requires a high level of expertise and professional experience. It is recommended that interpreters with qualifications in long consecutive interpreting are used for such assignments. Typical cases: diplomatic engagements and political events, press conferences, welcome speeches etc.

1.6.3. Simultaneous Interpreting

An interpreting assignment is simultaneous, if the target language text is effectively delivered at the same time as the source language text is spoken and the simultaneous interpreter renders the average pace text (120-150 words/minute) in the target language orally, in a clearly articulated fashion, by accurately conveying the information and following the diction of the original.

Simultaneous interpretation lasting over an hour is provided by two interpreters who take over from each other every 20-30 minutes in an interpreting booth or a space suitable for interpreting or on a platform suitable for remote interpreting.

In the case of on-site interpreting, the audience listens to the interpreters through headphones. Typical cases: conferences, large professional events, forums, etc. In the case of remote interpreting, it is typically the interpreter who provides for the necessary technical background (calm, lockable space, reliable internet connection, headphones with a microphone, laptop, etc.). For more details on further resources and technical background, see the Technical background section.

1.6.4. Chuchotage or Whispered Interpreting

Whispered simultaneous interpreting. The interpreter sits or stands among the participants and whispers into the ears of the participants what is being said simultaneously to the speakers' words. Chuchotage is only possible with a small number of participants (max. 2 persons) sitting or standing close together. Chuchotage interpreting is just as demanding as simultaneous interpreting, especially when the interpreter has to work without sound equipment therefore it is advised to have a colleague take over if the interpreting lasts longer than an hour.

1.6.5. Sight Interpreting

The interpreter reads the source language text provided in a written form, then immediately translates it orally into the target language. Similarly to simultaneous interpreting, sight interpreting also requires a high level of competence and professional expertise.

2. Terms of Cooperation

2.1. Master Agreement and Individual Orders

It is recommended that the provisions concerning the legal relationship of the Language Service Provider and the Interpreters are laid down in (master) agreements at the beginning of the

cooperation. In the absence of the above the specific written order and its confirmation by the interpreter shall constitute a valid legal relationship for that particular assignment. In all respects, this relationship builds on the general principles of mutual cooperation and the exercising of rights in good faith.

Before work on individual orders is commenced, it is recommended to send a written Purchase Order to the Interpreter with respect to each project, which contains the details of the specific assignment on the basis of the master agreement, and will serve as a basis for invoicing. As regards its legal effect, a verbal agreement is equivalent to a written one, however, for the sake of verifiability, it is recommended to write down the terms of the assignment.

The written Purchase Order shall include the following:

- client's name;
- date of the order,
- date and time of the interpreting assignment and its expected duration,
- time of the interpreter's arrival,
- exact location,
- name and contact details of the contact person and the other interpreter when applicable,
- type and topic of the event,
- the type of interpreting (see: sections 1.1-1.10),
- target and source languages,
- interpreter's fee and remuneration for any potential hours of overtime, any additional costs,
- terms and date of payment,
- pre-conditions and consequences of termination,
- as well as any and all other terms and information which may affect the interpreting event.

Furthermore, for remote interpreting assignments, also:

- the technical terms of the assignment (remote interpreting platform, time of the tech-check, with the fee payable for it, if it exceeds 15 minutes)
- name and contact details of the person in charge of technology,

Invoicing schedule and frequency depends on the agreement between the parties (e.g. monthly summary) – taking legal regulations into consideration. Once the Interpreter has confirmed the assignment and the acceptance of the written Purchase Order, the work shall be considered as having been ordered, and the terms and conditions of the assignment agreed upon (see previous paragraph) may not be disputed. Any subsequent modifications to the terms and conditions (scheduled date and time of arrival/availability, etc.) by either party could impact the financial terms and conditions of the agreement, and a new written Purchase Order shall be issued accordingly. In case of a lapse of interest on the Language Service Provider's side due to changes on the Interpreter's side, the Language Service Provider shall be entitled to cancel the specific order.

2.2. No Subcontracting

Unless otherwise agreed upon by the parties, the agreements and individual orders specified above, shall refer to the assignment being carried out by the Interpreter personally, without any subcontracting. Cancellation of the assignment undertaken without a justified reason or the subcontracting of assignments without the knowledge and consent of the Language Service Provider shall be considered a breach of contract and carry the necessary legal consequences, regardless of the final quality of the service delivered.

2.3. Non-Disclosure and Non-Competition

Typically, the framework contract / written agreement contains non-disclosure and non-competition provisions binding upon the Interpreter.

2.3.1. Non-Disclosure

When determining the expected level of confidentiality, it shall be taken into account that, as a mediated service provider, the Interpreter has limited knowledge concerning the business interests and risks of the Language Service Provider and its clients. For this reason, the Interpreter shall also proceed with due care in this respect during the performance of the agreement, fully aware that the interpreting activity carries multiple risks with respect to confidentiality. Confidential information of the Language Service Provider's Client learned during interpreting, the business relationship between the Language Service Provider and its client, workflows, resources and prices of the Language Service Provider, etc. shall be regarded as business secrets. Based on the general requirements of clients ordering the interpreting services, in the context of confidentiality the Interpreter may be reasonably required to return or delete from their computer all documents (presentations and related materials) pertaining to the assignment after delivery has been completed. The Interpreter shall also make sure not to disclose any confidential information regarding their work in personal communications or in any media.

2.3.2. Data security, data management

All participants of the interpreting process shall comply with the effective domestic and EU data protection laws, as amended from time to time.

2.4. Non-Competition

The business contacts of the Language Service Provider are protected by a non-competition obligation in relation to those clients from whom the Interpreter has not had any previous direct work orders for interpreting services. This obligation applies provided that the Interpreter is aware of the identity of the Language Service Provider's client. It may be stipulated as a minimum requirement that the Interpreter may not undertake any direct assignments from the client without the Language Service Provider's knowledge and consent, and may not contact the client directly with any business propositions for the same or similar services.

The duration of the confidentiality requirement is to be agreed between the parties, but generally it is restricted to 2 years from the last relevant assignment.

2.5. Certification of Professional Experience, References

The Language Service Provider is entitled to request any information concerning the professional experience and project history of the Interpreter which it deems necessary in order to assess and verify the Interpreter's qualifications, competence, experience and service quality and which does not violate any confidentiality obligations. The Language Service Provider shall use the data requested (documents certifying academic qualifications, CV, list of references, statement of availability, etc.) exclusively for this purpose, and may not use such documents to secure other assignments in the performance of which it has no intention of involving the Interpreter or of which the Interpreter is unaware.

If the Language Service Provider wishes to send such documents to its clients, it shall obtain, in each individual case, consent from the Interpreter, and provide information to the latter on the potential business opportunity.

Without the prior written consent of the Language Service Provider, the Interpreter may not indicate the work completed for the former on his/her list of references so that the business relationship between the given Language Service Provider and its client becomes apparent. In order to indicate as reference the work performed for the Language Service Provider, the Translator/Reviser must request consent from the Language Service Provider; granting of the consent may not be denied without well-substantiated and justified reasons. If the Language Service Provider provides reference, it shall — at request — also provide contact details for persons from whom further information may be requested concerning the work of the Interpreter.

Language Service Providers should endeavour to make the exchange of references an established practice in the Hungarian language services market, and to support Interpreters providing quality work by making such factual and specific information available.

3. Quality

3.1. Mutual Requirements of the Language Service Provider and the Interpreter

It is the common interest of both the Language Service Provider and the Interpreter to carry out assignments of high quality that meet both the general language and translation criteria and the specific requirements agreed upon with the End User (Client). The Language Service Provider undertakes to negotiate these terms with its Client in advance. For both on-site and remote interpreting assignments, the Language Service Provider shall inquire as to whether its Client intends to make audio or video recording of the interpreting, and if it does, the Interpreter shall be notified in advance, having regard to copyright legislation on recordings.

If audio or video recordings are made, the Parties shall agree on the permitted use of the recorded content at the time when the order is placed.

Any additional costs arising from the recording of the interpreted text shall be subject to further discussions between the Parties.

3.2. Duties and Responsibilities of the Language Service Provider and the Interpreter

In order to ensure high quality interpreting, the Language Service Provider shall transfer to the Interpreter, along with the job assignment, all available information (the objective of the interpreting, target audience, requirements for special terminology, client-specific terminology, supplementary materials, local conventions, references, previous events, dress code, name and

phone number/email of the contact person, etc.) needed for their work. If no such information is available, the Language Service Provider shall make all efforts to obtain it from the Client. Furthermore, the Language Service Provider shall provide all assistance, consultation opportunities and technical support that enable the Interpreter to complete the order in the best possible quality.

The Interpreter shall be responsible for carrying out their assignment in accordance with the requirements listed above. The requirements referring to the Interpreter's work are detailed in section 5.4 (Quality Requirements).

3.3. Purchase order and assignment terms of the interpreting project

The Language Service Provider shall send to the Interpreter, a written Purchase Order (PO) containing all the relevant information related to the interpreting task. In exceptional cases, verbal assignments are also possible, but a written agreement should be aimed at. The minimum content of the Purchase Order is specified in section 2.1.

Upon receipt of the Purchase Order, the Interpreter shall confirm in writing the understanding of its content and acceptance thereof. Thereafter, all parts of the Purchase Order shall be deemed accepted.

If there are any obstacles to the fulfilment of any of the above-mentioned requirements or they are contrary to the general principles of interpreting (e.g. professional–ethical considerations), the Interpreter shall inform the Language Service Provider in writing before confirming the Purchase Order. If the Language Service Provider, either upon request of the End User (Client) or at its own decision, insists on compliance with the requirement questioned by the Interpreter in writing, the Interpreter will not be held liable for the resulting quality complaints. The Interpreter may decide to reject the assignment due to the disputed requirement, in which case they shall notify the Language Service Provider of this fact in writing. If the Interpreter accepts the assignment and confirms the Purchase Order, they are obliged to complete the job in accordance with the requirements laid down in the confirmed Purchase Order and deliver it by the specified deadline. However, such deviating terms may not, in any case, violate the fundamental ethical and business rules of the profession. In this regard, the Interpreter and the Language Service Provider strives to assume a common position at all times.

In case of simultaneous interpreting the Language Service Provider may not assign a single Interpreter for an interpreting assignment that exceeds one hour, consequently the maximum length of simultaneous interpreting by a single person is one hour. Simultaneous interpreting assignments of longer duration shall not be undertaken by a single interpreter.

The Language Service Provider shall provide an employee's contact details who can be contacted during the event and the assignment in case of any unforeseeable occurrences (for both online and on-site interpreting assignments). In the absence of that, the interpreter may not be held responsible for any decisions made on the spot without the Language Service Provider's support.

Following the completion of the interpreting project the Language Service Provider may request feedback from the Client and the Interpreter regarding adherence to the specific requirements of the Client, in view of the previously laid out expectations, the duration of the interpreting assignment and feedback on quality, etc.

3.4. Quality Requirements

The Interpreter shall make every effort to interpret the source text into the target language in compliance with the linguistic and register rules of the target language, the rules of clarity and the specific instructions communicated together with the order. During the course of the interpreting assignment, the Interpreter shall pay special attention to the overall objective of the interpreting, adhere to and consistently use Client's terminology; and shall use appropriate phrases and intonation and speak with clarity.

The Interpreter undertakes to study the reference materials sent – if possible – at least 2 days prior to the interpreting event and to thoroughly prepare for the assignment to the best of their ability. If no appropriate reference material is provided (in particular where the task involves the interpreting of a written text read out), the Interpreter shall not be liable for potentially lower quality interpreting resulting from this.

In the case of remote interpreting, it is particularly important to send any resources (e.g. accompanying content projected during the lecture) in advance, since the interpreter has no chance to obtain them during the remote interpreting job.

3.5. Complaint Management

The Interpreter shall make the necessary and immediate adjustments in case of a quality complaint by the End User (Client) on the spot, or if the Interpreter finds the complaints ungrounded, they shall inform the End User of the professional reasons for the applied linguistic solutions. If the Interpreter has undertaken the assignment via a Language Service Provider, they shall inform the Language Service Provider of the quality complaint in the shortest possible time. Quality complaints received subsequently from the End User (Client) shall be firstly examined by the Language Service Provider in all cases. This inquiry shall establish the following:

- the type of mistake/problem reported,
- the character of the Interpreter (appearance, behaviour, late arrival, etc.),
- the quality of the interpreting (volatile performance, terminology related or linguistic and stylistic problems, etc.),
- the source of the mistake/problem and the related area of responsibility (e.g. in the case of an absence of preparatory materials the Interpreter is less responsible for poor terminology usage), with particular regard to judicial interpreting (interpreting for courts, law enforcement agencies, etc.) where the interpreter is regarded as an expert with the right of prior access to documents, which is, however, rarely granted in practice,
- whether the Client has fully provided for the circumstances necessary for interpreting and preparation (e.g. advance check of the online platform, speakers' voice quality, making resources available in time, etc.).

If the interpreting is recorded, as agreed, the recording should be used for complaint management.

If the source or target language is not known by the internal quality assurance experts of the Language Service Provider, the Interpreter or a third-party language expert may be involved in the examination of the above.

The Language Service Provider shall send the detailed report of the first inquiry into the quality complaint to the Interpreter, requesting their feedback and opinion on the disputed points. The

Interpreter shall form their opinion about the quality complaint on professional grounds and send it in writing to the Language Service Provider if possible within 3 working days. Based on the reply, the Language Service Provider shall decide on the measures to be taken.

If it can be proven that the quality failure originated from the Interpreter's error and consequently the Language Service Provider suffers financial/moral damages then the Language Service Provider is entitled to draw the necessary conclusions and may even apply financial sanctions against the given Interpreter if the master agreement/individual agreement between the two parties includes relevant provisions. In disputed cases, whether the complaint is justified, shall be established in a way fair to both Parties, with the involvement of an independent third party; an Interpreter working in the same language pair and specialisation, and/or professional organisations.

4. Technical Background and Resources

The Language Service Provider or Client shall provide interpreters with all the necessary technical background (such as good quality interpretation booths, interpreter consoles, microphones, headphones, online platform suitable for remote interpreting, etc.), and verify its availability and proper functioning. The Interpreter is entitled to check at the venue whether he/she is able to work properly and carry out the interpretation task with the technical background provided (and verified) by the Language Service Provider/Client. As normally it is not possible to modify such conditions at the venue, the Interpreter shall not be liable for quality issues arising from the unacceptability of the technical background. In case of any issues related to the technical conditions of the event, the Interpreter shall inform the competent employee of the Language Service Provider and/or its contact person in order to find a timely solution to the problem. For instance, if at the venue of the interpreting assignment it is discovered that the technical conditions for an interpreting job ordered as simultaneous interpreting are not met, the Interpreter shall not be held liable for the resulting quality issues, which applies to on-site and online remote interpreting alike.

In case of on-site simultaneous interpreting, specific technical equipment will be needed, namely interpretation booth(s) or a space suitable for interpreting, and headset receivers for the participants. Whenever possible, interpretation booths shall conform to ISO 4043 standards. In the case of on-site interpreting, the Customer shall ensure that interpreters enjoy proper visibility of the stage, and of the screen used by the speakers. Where appropriate the interpretation booth may be located outside of the conference room if equipped with good quality screens ensuring proper visibility of both the speaker and their presentation. In case of SI (simultaneous interpretation) equipment, a competent technician shall be present at all times. If the equipment is not provided by the Language Service Provider, this shall be the responsibility of its client. Simultaneous interpreters work in alternate periods of 20 to 30 minutes. During the breaks they shall have the opportunity for uninterrupted rest. Similarly, a suitable and appropriate online platform shall be provided for remote interpreting as well.

Besides, prior to and during the assignment, the Interpreter shall cooperate as a partner with the technical staff (this applies to both online and on-site interpreting).

For remote interpreting, the permanent availability of a well-trained technician is of particular importance.

In the case of remote interpreting, if the appropriate technical background is not available, there is no guarantee for the quality language mediation of the speakers and commenters. Technical background includes, in particular, noise-free environment, stable internet connection, headphones and a microphone.

The same technical requirements are also to be met by the interpreter. An interpreter who takes part in remote interpreting should make it a priority to gain in-depth knowledge of the way the platform works.

5. Payment

5.1. Capacity, Expected Daily Output

An on-site interpreter's working day is 8 hours. For remote interpreting, we recommend to determine a whole day as 7 hours. Overtime should not exceed 2 hours a day. The time unit of interpreting is a whole day or half a day. Normally, the signatories to this agreement do not support charging per hour. However if it still becomes necessary to agree on charging by the hour, the recommended minimum working time to be charged is 2 hours. The Interpreter's working time shall be calculated from the moment of their arrival at the venue until the moment they leave, and it also includes the length of time while no active interpreting work is carried out. The conditions for working overtime and the charges applicable shall be agreed in advance both with the Client and with the Interpreter.

It is a professional requirement for Interpreters to provide the most accurate information about the quantity of interpreting they can responsibly undertake in general or in the case of a specific job. The Language Service Provider may not ask the Interpreter to complete a workload which is deemed unreasonable with regard to all the specific circumstances of the assignment, and likewise, the Interpreter may not accept unfeasible workloads.

In case of simultaneous interpreting, at least two interpreters shall work, taking turns of 20 to 30 minutes. Also in such cases, the aim should be the employment of two professionals taking turns if the working time exceeds 1 hour. Upon consultation with the Language Service Provider, the simultaneous interpreter can recommend a colleague as their partner for the event, and the Language Service Provider shall endeavour to consult the interpreters in this matter.

5.2. Settlement

Before undertaking the job, the Interpreter and the Language Service Provider shall consult each other regarding the basis of payment and specify it clearly in their agreement. Since the Language Service Provider calculates the fees according to the fixed budget agreed upon with its Client, it is justifiable to use the same basis with the Interpreter in determining the unit of payment.

As part of the assignment, the Language Service Provider shall send to the Interpreter the written Purchase Order (PO) detailing the compensation for the project, meaning that the payment for the interpreting assignment shall be specified in advance. Even if it is not feasible to specify the exact working time, the PO shall contain the base unit of compensation (normal working hours, overtime, reimbursement of meals and accommodation costs, etc.) and the associated rate(s). The Language Service Provider may be exempted from sending the written PO only if the rate can be determined unambiguously based on previous cooperation (such as rates specified in a framework agreement) between the Language Service Provider and the Interpreter. For the sake of verifiability, only verbal agreements should be avoided.

5.3. Travel Expenses, Stand-by Fee

The Interpreter may be compensated by a stand-by fee for travelling to interpreting venues located beyond the boundaries of the town/city of his/her professional domicile. Stand-by fees shall be agreed upon on a case-by-case basis. The Interpreter's daily rate shall be divided in hourly rates, and the Interpreter shall be paid a stand-by fee equal to 30 to 50% of such hourly rate as a compensation for travel time.

If the interpreting assignment involves travelling abroad, by air, the Interpreter shall be provided with a return plane ticket. In case of travelling by train, the Interpreter shall be provided with a minimum 2nd class return train ticket. Similarly, in case of travelling by bus, the Interpreter shall be provided with a bus ticket. In case the Interpreter travels in their own vehicle, flat-rate travel expenses shall be paid, as agreed on a case-by-case basis, allowing for one motor vehicle and fuel consumption of 10 l/100 km calculated on the basis of the current monthly rate of MOL gasoline 95 published by NAV (National Tax and Customs Administration).

5.4. Additional costs (accommodation, meals)

In case of an interpreting assignment at a venue located far from the Interpreter's domicile, the Client shall provide for suitable civilised conditions as may be reasonably expected (such as accommodation in a 3-star hotel as a minimum, separate room, provision of meals or contribution to the meal costs and, in case of an assignment abroad, payment of the airport transfer costs). During the interpreting assignment, the Customer shall ensure basic care for the Interpreter(s). The Interpreter does not and may not carry out interpreting tasks during their rest times.

5.5. Terms of payment

The Interpreter's fees shall be paid against an invoice issued on the basis of the relevant written PO. The Language Service Provider may regulate the frequency of invoicing and invoice verification. Payment date is an essential element of the agreement between the Parties and therefore, the Interpreter must be informed of the payment terms in advance. The Parties may agree on any payment date permitted by law, and the Language Service Provider shall comply with the agreed terms, regardless of whether its Client has paid for the assignment by the set deadline or not. The Language Service Provider strives to offer the same remuneration for interpreters working in the same language pair and providing the same type of interpretation at an interpreting event.

The possibility to apply a surcharge includes but is not limited to cases where the time for preparation is shorter than 24 hours, interpreting is performed from and to a foreign language, or work is required over the weekend or under extreme circumstances.

5.6. Cancellation

If the Language Service Provider cancels the interpreting ordered for any reason within short time before the event, and thus the assignment is frustrated, the Interpreter shall be entitled to a cancellation fee. The extent of this is to be agreed on a case-by-case basis. (Practical example: for cancellation within 48 hours, 30-50% of the original service fee,

for cancellation within 24 hours, 50-100% of the original service fee is to be paid.) If the Interpreter cancels the assignment without due cause within the periods indicated above, they shall ensure for their replacement by another Interpreter who is acceptable to the Language Service Provider, whom the Language Service Provider may not reject without any justification. In the absence of this, the Interpreter may be required to pay a cancellation fee at the above

rates.

6. Public Procurement and Tenders

The Language Service Provider and the Interpreter mutually agree on observing the principles of fair market conduct regarding public procurement procedures.

Moreover, the Language Service Provider and the Interpreter agree on the following.

6.1. Obligation of the Language Service Provider:

- the Language Service Provider may submit the Interpreter’s CV, diploma, certificate or any other required document for tender applications only with the prior approval of the Interpreter in each individual case.
- the Language Service Provider undertakes to submit accurate references for tenders.
- the Language Service Provider shall notify the contracting authority if the call for tenders contains contradictions or professionally unfeasible/unrealistic requirements, or can be interpreted ambiguously. For the purpose of justification, the recommendation/expert opinion of a professional organisation (AHTI, Proford, SZOFT) may be requested;
- the Language Service Provider accepts to inform the Interpreter participating in the tender about the outcome of the procedure within 2 weeks without any special request, and, in case of a successful proposal, to ensure his/her participation in the project.
- if, as a result of a public procurement procedure the Language Service Provider submitted a proposal to, a public procurement contract is awarded at an extremely low price the Language Service Provider shall, where possible, request an examination of the parts of the submitted tender which may be made public, and investigate and disclose the reasons for the extraordinarily low price.
- for the protection of the trade, the Language Service Provider shall regularly request expert opinions from the professional association of interpreters and, if duly justified, submit joint professional recommendations to the contracting authorities and assist them in drawing up calls for tenders on interpreting.
- the bidding Language Service Provider may request exclusivity from the Interpreter while also accepting that, in case of winning the tender, the participating Interpreter shall enjoy priority.
- it undertakes to inform the Interpreter of the tender-based conditions of the interpretation service and agree with the Interpreter on the interpreting fee prior to the submission of the tender.
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6.2. Obligations of the Interpreter:

- the Interpreter shall provide to the bidding Language Service Provider their CV, diploma, certificate, references or any other required document containing truthful information.
- in case of his/her participation in the tender, the Interpreter shall agree with the Language Service Provider on the payment and working conditions applicable in case of winning the tender at the time of submitting their documents, as early as in the tender preparation phase.
- if the Language Service Provider is awarded the contract, the Interpreter shall make themselves available to the winner under the conditions, and for the fee, agreed upon prior to the submission of the bid.

Budapest, 2023

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