

ORDER FOR INTERPRETING SERVICES

[date, place]

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
[●]	[●]	[●]

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
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 the interpretation	[Yes / No] [If yes, the Interpreter's remuneration shall be increased by ... per cent]

PRICE OF SERVICES					
1	[Daily / Half a day / Fixed fee for the event specified in the Order]	EUR [●]	[Comments]	Total	EUR [●]
2	Other (overtime, etc.)	EUR [●]		Total	EUR [●]
3	Travel costs	EUR [●]		Total	EUR [●]
4	Travel days	EUR [●]		Total	EUR [●]
5	Other (non-working days in between contracted days / days off, etc.)	EUR [●]		Total	EUR [●]
6	Accommodation	EUR [●]		Total	EUR [●]
				Total	EUR [●]
7	Payment deadline	[●]			

OTHER
[Other terms and conditions derogating from the General Terms and Conditions of the Contract for Interpreting Services]

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 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** 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.
- 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.

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 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. 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 undertakes to arrive 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.

3.5. 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., travel, accommodation, preparatory costs, foregone earnings, etc.).

3.6. The Interpreter undertakes to 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. The Client undertakes to ensure the technical facilities suitable for the provision of the Services (according to the guidelines and standards attached).

4.2. The Client undertakes to provide the Interpreter with the information necessary to provide the Services, i.e.:

4.2.1. to provide the Interpreter with the materials for the event in advance, 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;

4.2.2. if any video material is going to be used, to 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;

4.2.3. to 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.

4.3. 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.

4.4. 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.).

4.5. 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.

4.6. The Interpreter may ask for additional remuneration for recorded and/or broadcast interpretation to be agreed upon in writing.

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.

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 provision of the Services 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. Applicable Law and Dispute Resolution

9.1. This Contract shall be regulated by and interpreted in accordance with the law of the Republic of Lithuania.

9.2. 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.

10. Notices

10.1. 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.

10.2. 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.

11. Miscellaneous

11.1. 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 Interpreter:

[position]
[name, surname]

For the Client:

[position]
[name, surname]

(signature)

L.S.

(signature)

L.S.

Guidelines on the Minimum Technical Requirements for 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 1998 – built-in booths, ISO 4043 1998 – mobile equipment):

<https://www.iso.org/obp/ui/#iso:std:iso:2603:ed-3:v1:en>

<https://www.iso.org/obp/ui/#iso:std:iso:4043:ed-2:v1:en>

- 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 move in front of the booths.