ARTICLE 1 – PURPOSE AND OBJECT OF THE COMPETITIVE PROCESS

The Organisation for Economic Co-operation and Development (OECD) is launching a competitive process with a view to sourcing a pool of suppliers with multiple Framework Contracts for the interpretation of meetings relating to the Organisation’s areas of activity.

The present process covers both simultaneous and consecutive interpretation from French and English, and into Italian, Portuguese, German and Arabic, with retour into English.

Only experienced Freelance Conference Interpreters or Interpreters designated by Agencies can participate in this public competitive process.

Candidates should be ready, if need be, to resort to Remote Simultaneous Interpretation (RSI) platforms.

1. Description of lots

Lot 1: (English + French + any language) into Italian + Italian retour into English
Lot 2: (English + French + any language) into Portuguese + Portuguese retour into English
Lot 3: (English + French + any language) into German + German retour into English
Lot 4: (English + French + any language) into Arabic + Arabic retour into English

1 Lusitanian and/or Brazilian Portuguese.

ARTICLE 2 - TERMS AND CONDITIONS OF THE COMPETITIVE PROCESS

2.1 Composition of the competitive process

The documentation relating to the competitive process includes the following parts:

a) Instructions to Tenderers;

b) Terms of Reference and Application Form;

c) OECD Contract Template.
2.2 Tenders

All Tenders will be treated as contractually binding for the Tenderer and the Tenderer shall consequently issue in response to this competitive process a Letter of Application dated and signed, in accordance with Article 3.2 below.

2.3 Duration of Tender validity

Tenders shall remain valid one hundred and eighty (180) calendar days, as from the deadline for receipt of Tenders.

2.4 Additional information

Should any problems of interpretation arise in the course of drawing up the Tender documents, Tenderers may submit their questions through via e-mail to INT.CompetitiveProcess@oecd.org no later than seven (7) calendar days before the deadline for the receipt of Tenders. All Tenderers will be informed of the answers given to such questions.

2.5 Communication

All communications should be sent by email to INT.CompetitiveProcess@oecd.org, the sole point of contact throughout the tender process. To ensure fairness and transparency, the Organisation reserves the right to reject any Tender documents where the Tenderer has had direct contact with other OECD personnel involved in the Competitive process.

2.6 Acceptance and rejection of Tenders

There is no obligation on the part of the Organisation to accept any Tender or part thereof that is received in response to the competitive process.

The OECD reserves the right:

- To accept Tenders with non-substantial defects
- To reject Tenders received after the deadline for receipt of Tenders, without indemnity or justification.

2.7 Modification or cancellation of competitive process
The Organisation reserves the right to modify or cancel all or part of the competitive process, should the need arise, without having to justify its actions and without such action conferring any right to compensation in favour of the Tenderers.

2.8 Partnerships

Partnerships must jointly meet the administrative requirements set out in the competitive process. Each partner must also meet full requirements individually.

2.9 Extension of the deadline for receipt of Tenders

The OECD reserves the right to extend the deadline for receipt of the Tenders. In that case, all the Tenderer’s and Organisation’s rights and duties and in particular Article 2.3 above will be subject to this new deadline.

2.10 Costs and Expenses

Tenders are not paid. No reimbursement of expenses related to the preparation of any Tender will be made by the OECD.

2.11 Confidentiality

The competitive process and any further information communicated to the Tenderer or which come to their knowledge in the course of the competitive process and the performance of the work are confidential and are strictly dedicated to the purpose of the competitive process. The OECD reserves the right to request to have all documents and information and copies, regardless of the format, to be returned at the end of the competitive process or to receive a written attestation that they have been destroyed.

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**ARTICLE 3 - PRESENTATION, SUBMISSION AND CONTENTS OF TENDERS**

3.1 Tender presentation and conditions for submission

Tenders shall be drafted in English or French and shall be received by the Organisation before the deadline date. The offers should be sent by email to INT.CompetitiveProcess@oecd.org no later than Friday, 29th October at 6 pm (Paris time).
Tenders which are received by the Organisation after the deadline specified above as well as Tenders which do not fully comply with the Technical Specifications may, at the sole discretion of the Organisation, be rejected and returned to the Tenderer.

3.2 Content of the offers

Tenderers must include in their offer:

- Application form (attached document: candidate profile and financial offer)
- Any experience/accreditation must be supported by letters of reference from customers, invoices, contracts.
- Detailed CV (Annex A).
- Any university degree must be supported by a copy of the diploma or certificate obtained.

3.3 Financial Conditions

Tenderers are invited to indicate their rate per day to provide interpretation services as part of a team of 3 (three) interpreters for 2 (two) standard sessions of 3.5 hours. This rate will also apply to days comprising only one session of 3.5 hours, serviced by a team of 2 interpreters only.

The price per day per interpreter must be expressed in euros (EUR) and must not include VAT.

Prices quoted in the Tender must include all costs necessary for the complete execution of an eventual contract (insurance, transport, guarantees). **The prices must be valid for the total duration of the contract (maximum 4 years).** Charges for items essential to execution of the contract and not identified in the Tender will be borne by the Tenderer.

The signature of the framework contracts is expected for January/February 2021. This date may vary depending on the total number of candidates.

**Prices**

Bidders are invited to indicate their rate per day per interpreter to provide interpretation as part of a team of 3 interpreters for two standard sessions of 3.5 hours, in the attached file called Application Form.

The price per day must be expressed in euros (EUR) and must not include VAT. Prices quoted must include everything necessary for the complete execution of the services. Charges for items essential to the execution of the contract and not identified in the Offer will be borne by the Bidder.

The successful bidders will be requested to maintain their quoted price model for the duration of the framework contract(s)

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**ARTICLE 4 – INTERVIEWS**

The Organisation reserves the right to organise interviews and request the Tenderers to specify the content of their Tenders.
**ARTICLE 5 – SELECTION CRITERIA**

The evaluation criteria that will be used to assess the technical and financial merits of the bids received are as below:

1. **Quality of the offer (80%)**

<table>
<thead>
<tr>
<th>Quality criteria</th>
<th>Percentage assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Qualification &amp; references (education/training, types of clients, accreditations, affiliation with professional association, etc.)</td>
<td>35%</td>
</tr>
<tr>
<td>2 Experience (number of years, past assignments in relevant areas)</td>
<td>35%</td>
</tr>
<tr>
<td>3 Experience/training in RSI (Remote Simultaneous Interpretation)</td>
<td>5%</td>
</tr>
<tr>
<td>4 Other quality requirements (double A, multiple B or C languages)</td>
<td>5%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>80%</strong></td>
</tr>
</tbody>
</table>

2. **Price (20%)**

<table>
<thead>
<tr>
<th>#</th>
<th>Pricing criteria</th>
<th>Percentage assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Price per interpreter per standard day (Standard day = 2 sessions of 3.5 hours serviced by a team of 3 interpreters)</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>20%</strong></td>
</tr>
</tbody>
</table>

**ARTICLE 6 - INFORMATION TO TENDERERS**

All Tenderers will be informed, whenever possible, of the decision taken on their Tenders.

**ARTICLE 7 – DURATION OF THE CONTRACT**

The successful candidates will be offered to sign a framework contract with the Organisation. The duration of the Contract shall be for four years.

The signature of the framework contracts is expected for January/February 2021. This date may vary depending on the total number of candidates.
COMPETITIVE PROCESS FOR CONFERENCE INTERPRETERS
in ITALIAN, PORTUGUESE, GERMAN and ARABIC

1 – INTRODUCTION AND PURPOSE OF THIS COMPETITIVE PROCESS

The Organisation for Economic Co-operation and Development (OECD) is launching a Competitive process with a view to sourcing a pool of suppliers with multiple Framework Contracts for the interpretation of meetings relating to the Organisation’s areas of activity in the Organisation’s Headquarters of Paris and Boulogne.

The present competitive process covers both simultaneous and consecutive interpretation from any language (necessarily including French and English), and into Italian, Portuguese, German and Arabic, with retour into English.

This competitive process is open to experienced individual Freelance Conference Interpreters and to Agencies whose designated candidates meet the quality criteria and accept to undergo a practical test if required.

The meetings to be interpreted vary widely in terms of length and content. They include, for example, Working Parties, Committees, press conferences, launches of publications, and high-level events such as ministerial meetings, covering all of the OECD areas of specialisation. OECD related bodies (International Energy Agency, International Transport Forum, Nuclear Energy Agency etc.) are also included.

The OECD is looking for Freelance Conference Interpreters with experience in its many areas of specialisation, which include economics, statistics, environment, energy, agriculture, taxation, etc. (see full list of areas of specialisation at the end of this document).

2 – LOTS SOUGHT AND VOLUME OF WORK

Lot 1: [English + French + any language] into Italian + Italian retour into English

Lot 2: [English + French + any language] into Portuguese + Portuguese retour into English

Lot 3: [English + French + any language] into German + German retour into English

Lot 4: [English + French + any language] into Arabic + Arabic retour into English

Demand for interpretation in those languages fluctuates from year to year as a result of unforeseeable events, new initiatives and programmes launched by the Organisation. In order to give tenderers an approximate idea of the amount of interpretation work required for each language combination, the estimated annual needs of the Organisation are indicated in the summary table below. These figures

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1 Lusitanian and/or Brazilian Portuguese.
are purely indicative, and the conclusion of a Framework Contract does not guarantee any minimum workload.

<table>
<thead>
<tr>
<th>Lot</th>
<th>Language Combination</th>
<th>Estimated annual needs (OECD standard days*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[FR+EN] into IT + IT into EN</td>
<td>17</td>
</tr>
<tr>
<td>2</td>
<td>[FR+EN] into PT + PT into EN</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>[FR+EN] into DE + DE into EN</td>
<td>33</td>
</tr>
<tr>
<td>4</td>
<td>[FR+EN] into AR + AR into EN</td>
<td>17</td>
</tr>
</tbody>
</table>

*1 standard day = 2 sessions of 3.5 hours serviced by a team of 3 conference interpreters.

This information is based on previous years.

3 – MINIMUM ELIGIBILITY CRITERIA FOR THE SELECTION OF BIDDERS

Bid proposals submitted by Freelance Conference Interpreters or by Interpreters designated by Agencies must meet the following criteria:

1. Native command of the target language (A) of the Lot sought and outstanding command of English as a retour language (B), as well as excellent knowledge of French (C or B).

2. Master or advanced university degree in conference interpretation from a recognised higher education institution or equivalent professional qualification.

3. At least 5 years’ relevant experience as a conference interpreter, preferably in an international or intergovernmental context and for international organisations and/or other reputable public or private entities, including at high-level meetings.

4. Official accreditation by large international organisations employing conference interpreters would be an advantage, as well as being a co-opted member of a recognized professional organisation.

5. Proven specialised knowledge of at least 4 of the OECD areas of specialisation listed below.

6. Readiness, if need be, to resort to Remote Simultaneous Interpretation (RSI) platforms is not a mandatory requirement but will be taken into account in the selection criteria.

4 - QUALITY REQUIREMENTS

The interpretation services delivered must be of the highest quality standards expected in the profession of conference interpreters.
Shortlisted candidates may be invited to a practical test prior to the awarding of a Framework Contract.

### 5- AWARDING CRITERIA

Interpreters will be evaluated separately on the basis of two sets of criteria, see below:

<table>
<thead>
<tr>
<th>#</th>
<th>Quality criteria</th>
<th>Percentage assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Qualification &amp; references (education/training, types of clients, accreditations, affiliation with professional association, etc.)</td>
<td>35%</td>
</tr>
<tr>
<td>2</td>
<td>Experience (number of years, past assignments in relevant areas)</td>
<td>35%</td>
</tr>
<tr>
<td>3</td>
<td>Experience/training in RSI (Remote Simultaneous Interpretation)</td>
<td>5%</td>
</tr>
<tr>
<td>4</td>
<td>Other quality requirements (double A, multiple B or C languages)</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>80%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Pricing criteria</th>
<th>Percentage assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Price per interpreter per standard day (Standard day = 2 sessions of 3.5 hours serviced by a team of 3 interpreters)</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>20%</strong></td>
</tr>
</tbody>
</table>

### 7 - DOCUMENTS TO BE PROVIDED

- Application form for individual interpreters.
- Any experience must be supported by letters of reference from customers, invoices, contracts.
- Detailed CVs of all interpreters listed in Annex A.
- Any university degree must be supported by a copy of the diploma or certificate obtained.
<table>
<thead>
<tr>
<th>OECD AREAS OF SPECIALISATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture</td>
</tr>
<tr>
<td>Chemicals</td>
</tr>
<tr>
<td>Development aid</td>
</tr>
<tr>
<td>Economics</td>
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<tr>
<td>Education</td>
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<tr>
<td>Employment</td>
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<tr>
<td>Energy</td>
</tr>
<tr>
<td>Environment</td>
</tr>
<tr>
<td>Export credits</td>
</tr>
<tr>
<td>Finance – public finances</td>
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<tr>
<td>Fisheries</td>
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<tr>
<td>Food</td>
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<tr>
<td>Health</td>
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<td>ICTs</td>
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<tr>
<td>Industry</td>
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<td>Insurance</td>
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<td>Migration</td>
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<tr>
<td>Nuclear power</td>
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<tr>
<td>Pension schemes</td>
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<tr>
<td>Public governance</td>
</tr>
<tr>
<td>Regulation</td>
</tr>
<tr>
<td>Science and technology</td>
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<tr>
<td>Security/safety</td>
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<tr>
<td>Statistics – econometrics</td>
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<tr>
<td>Tax</td>
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<tr>
<td>Territorial development</td>
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<tr>
<td>Tourism</td>
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<tr>
<td>Trade</td>
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<tr>
<td>Transport</td>
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</tbody>
</table>
Please fill out the following rows with the requested information

<table>
<thead>
<tr>
<th>1. Personal details</th>
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<tbody>
<tr>
<td>First name:</td>
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<tr>
<td>Last name:</td>
</tr>
<tr>
<td>Date of birth:</td>
</tr>
<tr>
<td>Nationality:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Contact information</th>
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</thead>
<tbody>
<tr>
<td>Country:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>Street:</td>
</tr>
<tr>
<td>Post code:</td>
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<tr>
<td>E-mail:</td>
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<tr>
<td>Telephone:</td>
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</table>

<table>
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<tr>
<th>3. Professional Domicile</th>
</tr>
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<tbody>
<tr>
<td>City:</td>
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<thead>
<tr>
<th>4. Language Combination</th>
</tr>
</thead>
<tbody>
<tr>
<td>A language(s)</td>
</tr>
<tr>
<td>B language(s)</td>
</tr>
<tr>
<td>C language(s)</td>
</tr>
</tbody>
</table>

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<tr>
<th>5. Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Degree/certificate/diploma</td>
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</table>

<table>
<thead>
<tr>
<th>6. Accreditations/Professional associations</th>
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</thead>
<tbody>
<tr>
<td>Year of affiliation</td>
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<tr>
<td>Name</td>
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<table>
<thead>
<tr>
<th>7. Professional experience as a Conference Interpreter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of years</td>
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</tbody>
</table>

Please provide details of clients (company, international organisation, ministry, etc.) in four different areas of specialisation you have worked for in the last 24 months

<table>
<thead>
<tr>
<th>Domain (please select at least four different areas of specialisation)</th>
<th>Client name</th>
<th>Number of days</th>
<th>Since</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>8. RSI (Remote Simultaneous Interpretation)</th>
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</thead>
<tbody>
<tr>
<td>Are you RSI able?</td>
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</table>

<table>
<thead>
<tr>
<th>9. Rate per standard day per interpreter (two sessions of 3.5 hours)</th>
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</thead>
<tbody>
<tr>
<td>Price in euros, excluding VAT</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>10. Rate per short session (under 2.5 hours) per interpreter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price in euros, excluding VAT</td>
</tr>
</tbody>
</table>
FRAMEWORK CONTRACT FOR CONFERENCE INTERPRETATION SERVICES

BETWEEN

The Organisation for Economic Co-operation and Development;
Whose Headquarters are situated at
2, rue André Pascal, 75775 PARIS CEDEX 16, FRANCE

Represented by Mr. Ricardo LOPEZ, Head of Conferences and Security Division
hereinafter referred to as the “Organisation” or the “OECD”;

on the one hand,

AND

Name, surname and function:


EU VAT number:


hereinafter referred to as “Interpreter” or “Contractor”,

on the other hand,

Hereinafter jointly referred to together as the “Parties” or separately as a “Party”.
IT HAS BEEN AGREED AS FOLLOWS:

CLAUSE 1: SCOPE OF THE CONTRACT

The purpose of this contract (hereinafter, the “Contract”) is the performance by the Interpreter of conference interpretation services (hereinafter the “Work”) for the Organisation’s Interpretation Service, during meetings to be held at the Organisation’s headquarters or at off-site premises, in accordance with the terms and conditions stipulated in Annex 1. Annex 1 forms an integral part of this Contract; in the event of a contradiction between the clauses of this Contract and Annex 1, those clauses shall prevail over Annex 1.

CLAUSE 2: DURATION

This Contract enters into force as from the date of its signature by both Parties. The services shall be carried out by the Interpreter in accordance with the Organisation’s needs from Xst month 20XX to XXst month 20XX. The Work shall be performed by the Interpreter as required by the Organisation and during such periods as shall have been stipulated in advance in writing by the Organisation.

CLAUSE 3: FRAMEWORK CONTRACT - ORDERING PROCEDURE

3.1 The Contract is a framework contract. It is expressly agreed that the Organisation has no obligation to order any Work from the Contractor pursuant to the Contract.

3.2 The procedure for ordering the Work is as follows:
   a. The Organisation will contact the Contractor to discuss the Work to be provided under a purchase order;
   b. If the Contractor confirms they are available to carry out the Work, the Organisation will issue a purchase order (which may be transmitted electronically);
   c. Each purchase order shall contain:
      ● a reference to the Contract;
      ● a description of the Work to be performed by the Contractor;
      ● the price for the Work, according to Annex 1.

3.3 If the Contractor receives a purchase order from the OECD and is available to perform the relevant Work in accordance with the specified timeframes, the Contractor will sign and date the purchase order and email a scanned copy of the signed purchase order to the OECD within five (5) working days of its receipt of such purchase order from the OECD. If the OECD does not receive the signed purchase order from the Contractor within such time period, the OECD will be deemed to have withdrawn its order for Work under such purchase order.

3.4 A binding commitment to order the Work can only result from the issuance by the Organisation of a purchase order according to the abovementioned procedure.
3.5 Upon its signature by the OECD and written acceptance by the Contractor, each purchase order shall be subject to the terms and conditions of the Contract. In the event of any conflict between a purchase order and the clauses of the main body and/or and its Annexes, the terms of the purchase order shall prevail.

CLAUSE 4.  PRICE AND PAYMENT TERMS

4.1 Price

i. The rates applicable for the Work are set out in Annex 1 (hereinafter, the “Rates”). The Rates shall cover all costs and expenses in respect of the Work by the Contractor. The Rates shall not change during the total duration of the Contract.

ii. The Contractor must obtain the Organisation’s written consent before performing any tasks which would result in an overrun of the price contained in the purchase order.

iii. The price shall be paid in Euros.

4.2 Payment

The following payment terms shall apply:

a. The Contractor will issue a corresponding invoice that shall be duly dated, signed, and shall include:
   ● the reference of the Contract;
   ● the purchase order’s reference number;
   ● the amount exclusive of tax, tax amount if applicable, and the description of the Work.

b. The price set out in clause 4.1 shall be due to the Interpreter once the latter has performed the whole services contemplated in the Contract, to the satisfaction of the Organisation.

c. The price shall be paid within thirty (30) days as from the invoice date.

d. The invoice shall be addressed to:

   OECD
   Programme, Budget and Financial Management Service
   Accounting Division
   Goods & Services Unit
   2, rue André Pascal
   75775 PARIS CEDEX 16 – FRANCE

   with a copy to the OECD Interpretation Service.

4.3 Taxes

The prices are indicated exclusive of tax. If the amounts payable to the Interpreter for the services hereunder are subject to value added tax (V.A.T.), the Interpreter's invoice will show the applicable
V.A.T. rate and corresponding amount on the invoices, as well as the total amount before and after such tax.

4.4 Wire transfers

Payments will be made by bank transfer, in the currency indicated in clause 4.1 of the Contract. The Organisation will only pay the bank transfer fees charged by the originating bank. The Organisation will not reimburse any fees levied by any intermediary bank or the receiving bank or any other cost associated with such transfer or with currency exchange.

4.5 Travel expenses and per diem

If the Interpreter is requested by the Organisation to travel for the purposes of the Contract, the Organisation shall reimburse reasonable travel expenses and per diem to the Interpreter upon presentation of the corresponding invoices, within the limit of the rates applied by the Organisation for its officials and prior written consent of the Organisation, which may be given by email. The Organisation may require the Interpreter to produce supporting receipts.

CLAUSE 5: STATUS and OBLIGATIONS

5.1 General obligations

Neither the Interpreter nor any of the Interpreter’s experts, employees, agents or representatives, if applicable, (referred to hereinafter as the “Personnel”):

- shall in any capacity be considered as members of the staff, employees or representatives of the Organisation;
- shall have any power to commit the Organisation in respect of any obligation or expenditure whatsoever;
- shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in the Contract. In particular and without limitation, it is understood that neither the Contractor, nor any of its Personnel may in any manner claim the benefit of the privileges and immunities enjoyed by the Organisation or by its personnel.

5.2 Access to OECD premises and systems

If the Work requires at any time the presence of the Interpreter and/or of the Interpreter’s Personnel, if applicable, in the premises of the Organisation and/or access by the Interpreter and/or of the Interpreter’s Personnel to the OECD’s systems, they shall observe all applicable rules of the Organisation, in particular security rules, which the Organisation may enforce by taking any measures that it considers necessary.
Prior to being granted access to the Organisation’s premises, the Interpreter’s Personnel must be authorised by the Organisation according to its own criteria. For this purpose, a list of Personnel shall be provided before the effective start of the Work. The authorisation will take the form of a personal badge, which may only be obtained upon full identification of the individuals and receipt of a photocopy of both sides of their identity document. The authorisation will also be subject to prior approval of the Service of Assistance and Protection (SAP) of the Organisation.

Any change in the composition of Personnel must be notified to SAP before their intervention. This notification shall fully identify the individuals and in particular include a photocopy of both sides of their identity document.

**CLAUSE 6: LIABILITY and INSURANCE**

The Interpreter shall indemnify the Organisation and its personnel against any and all claims, losses, damages, costs or liabilities of any nature whatsoever, including those of third parties, arising directly or indirectly out of or in connection with the Interpreter’s performance or breach of the Contract.

The Interpreter declares that it has subscribed to the necessary insurance policies with one or more insurance companies known to be creditworthy and represented in France in order to cover its civil liability for all risks arising out of or in connection with its activity and the performance of the present Contract, as well as any physical, material or immaterial damage, whether consecutive or not, regardless of its nature.

The Interpreter shall provide evidence of such insurance policies upon the first demand of the Organisation, by providing a certificate of insurance issued by its insurer(s).

The said insurance certificate cannot be issued any earlier than six months prior to the date of signature of the present Contract. Neither the scope nor the amounts of the coverage shall constitute a limitation of the Interpreter's civil liability.

The Interpreter guarantees that itself and any third party companies it may use under the said Contract have subscribed to an insurance company known to be of good repute and that they will remain the holders, throughout the term of the present Contract, of insurance policies covering all risks inherent in or relating to their activities.

The Interpreter undertakes, in the event that the coverage limit of its insurance is inadequate, to compensate from its own funds the surplus due in order to settle a claim for which it is responsible.

**CLAUSE 7: POWERS**

The Interpreter hereby declares having all rights and full authority to enter into this Contract and to be in possession of all licences, permits and property rights (in particular intellectual property rights) necessary for the performance of this Contract.
CLAUSE 8: CONFIDENTIALITY, INFORMATION TECHNOLOGY and PRIVACY

8.1 The Interpreter shall not disclose to third parties or use, for any purpose whatsoever, other than that specified in the present Contract:

i. all or part of the results and products (both intermediate and final) of the Work carried out in performance of the Contract; and

ii. any information or documents communicated to the Interpreter, or which come to his or her knowledge in the course of the performance of the Contract.

8.2 Neither Party may disclose the clauses of the Contract. The foregoing does not limit in any way the right of the OECD to disclose the existence, subject matter, commencement date, total duration of the Contract or price paid by the OECD to the Contractor under the Contract as well as the name of the Interpreter and its country.

8.3 The confidentiality obligations under clauses 8.1 and 8.2 shall not apply where a disclosure is required by law, regulation or court order binding upon the disclosing Party, provided that the Party to which the request is made provides the other Party with prior written notice (where permitted by law) and allows the other Party to defend, limit or protect against such disclosure.

8.4 If for the purpose of performing the Contract the Organisation requires the Interpreter to collect or process personal data, the Interpreter shall follow the instructions of the Organisation at all times. In all cases, the Interpreter shall ensure appropriate protection of personal data. It shall take appropriate technical and organisational security measures in order to prevent any unauthorised person from gaining access to computer systems performing such operations.

8.5 The Interpreter shall ensure that the Interpreter’s Personnel is expressly bound by and respect the provisions of this clause.

CLAUSE 9: INTELLECTUAL PROPERTY RIGHTS

9.1 The results and products, both intermediate and final, of the Work carried out in performance of the Contract, including all intellectual property rights arising therefrom, shall belong exclusively to the Organisation. These rights shall vest in the Organisation as and when the Work is created, or if this is not legally possible, be assigned to the Organisation by the Interpreter throughout the world, on a perpetual basis.

As exclusive owner of the Work, the OECD enjoys full rights over it, including (but not limited to) the right to license, publish, display, represent, reproduce, adapt, translate, modify, create derivative work, sell, exploit, administer, use and dispose of the Work and to retain any and all benefit, revenue and income accruing therefrom, without the prior written consent of the Interpreter being required. In particular, the OECD may freely decide to publish, or not publish, the Work (and/or any adaptation thereof).
9.2 All right in the Interpreter’s pre-existing proprietary intellectual property included in the results and products of the Work shall remain with the Interpreter. If the Work includes any pre-existing materials owned by the Interpreter, the Interpreter grants to the OECD a perpetual, irrevocable, non-exclusive, sub-licensable, worldwide and royalty-free licence to use such materials as part of the Work.

9.3 The Interpreter warrants that the results and products of the Work do not infringe the intellectual property or other rights of any third parties.

9.4 The Interpreter shall not use the OECD name and/or logo without the prior written consent of the OECD.

CLAUSE 10: DATABASES

The Interpreter is informed that the OECD compiles an Organisation wide database of suppliers and that information relating to the Interpreter will be included in this database. Subject to compliance with the OECD’s policies on protection of personal information, the database will contain any relevant information with respect to the Interpreter and the Interpreter’s contracts with the Organisation, including, without limitation, the financial terms, the contract deliverables and evaluations of the Interpreter’s work. It is the Organisation’s policy to allow access to the database to certain management and administrative staff.

Notwithstanding anything expressed or implied by the present Contract or at law, and in particular any obligations of confidentiality undertaken by the Organisation, the Interpreter understands and accepts that the OECD will collect, process and disclose the information related to the Interpreter in the manner described above and hereby waives all claims against the Organisation and its personnel in this respect.

CLAUSE 11: ASSIGNMENT and SUBCONTRACTING

11.1 The Interpreter shall not transfer to any third party, in whole or in part, any rights or obligations under the Contract, except with the prior written consent of the Organisation.

11.2 The Interpreter shall not subcontract the Work in whole or in part, except with the prior written consent of the Organisation. In this respect, the Interpreter shall provide the Organisation with all relevant information regarding both the subcontractor and the part of the Work that the Interpreter plans to subcontract.

11.3 The Interpreter shall, in any event,
- remain the sole representative and spokesperson for the Contract vis-à-vis the Organisation;
- ensure that the subcontractor respects all of the Contract’s provisions;
- be exclusively responsible for payments to its subcontractor.
11.4 The Interpreter shall remain responsible for performance of the Contract before the Organisation. The Contractor shall indemnify the Organisation against all consequences of the subcontracting and the Organisation shall not assume any liability in this respect.

11.5 All references made in the Contract to the Contractor's Personnel include any possible subcontractors authorised by the Organisation and their experts, employees, agents or representatives.

CLAUSE 12: ETHICAL PRACTICES

Having due regard to the nature and purposes of the OECD as an international organisation, the Interpreter shall adhere to the highest ethical and business responsibility standards. In particular, the Interpreter shall comply with (and shall ensure that its Personnel complies with) all applicable national and international rules relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights, environmental protection, sustainable development, anti-bribery and anti-corruption.

CLAUSE 13: TERMINATION

13.1 Termination for default by the Interpreter

In the event of a failure by the Interpreter to comply with any obligations under this Contract, the Organisation reserves the right to terminate this Contract without any prior notice or indemnity, and demand repayment of any sums already paid to the Interpreter, without prejudice to any other rights or remedies to which the Organisation may be entitled.

Termination shall be notified by registered letter with acknowledgment of receipt and take effect ipso jure.

13.2 Termination at the initiative of the Organisation

The Organisation reserves the right to terminate the Contract at any time, in whole or in part, without any indemnity.

Termination shall be notified by registered letter with acknowledgment of receipt. Said notification shall state that the Contract is terminated without any default on the Interpreter’s part, indicate which part of the Work has been completed and set out the effective termination date.

The parts of the Work which have been completed as of the termination date shall be paid for by the Organisation, according to the terms and price of the Contract.

CLAUSE 14: SURVIVAL

The provisions of this Contract which, by their nature, should remain in effect beyond the termination or expiry of the Contract, including, but not limited to obligations under clauses 5 (STATUS and OBLIGATIONS), 6 (LIABILITY and INSURANCE), 8 (CONFIDENTIALITY,
INFORMATION TECHNOLOGY and PRIVACY), 9 (INTELLECTUAL PROPERTY RIGHTS) and 10 (DATABASES), shall survive without any time limit.

CLAUSE 15: APPLICABLE LAW and DISPUTE RESOLUTION

Given the status of the Organisation as an international organisation, the Parties specifically agree that their rights and obligations shall be governed exclusively by the terms and conditions of the present Contract.

Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Paris (France). The Parties expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the Parties expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this clause.

Nothing in this Contract shall be construed as a waiver of the Organisation’s immunities and privileges as an international organisation.

CLAUSE 16: MODIFICATIONS

This Contract may be modified or supplemented only by a written amendment signed by an authorised representative of each Party.
Made in two (2) original copies in English

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<th>On behalf of the <strong>Interpreter</strong></th>
<th>On behalf of the <strong>Organisation</strong></th>
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<td></td>
<td>Ricardo LOPEZ</td>
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<td><em>Head of Conferences and Security Division</em></td>
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PAYMENT TERMS

In consideration for the satisfactory performance of their services, the Interpreter will submit invoices to the OECD, on a weekly basis, and be paid by the OECD the sums specified in their Contract, in accordance with the payment schedule therein.

Interpreters are not exempt from taxation and the sums and remuneration received from the OECD are therefore taxable.

OECD has two rates for daily payments to free-lance interpreters.

The lower rate (Rate I) is used in the following cases, and interpreters will always be informed in advance:

► short meetings (less than three hours),
► meetings cancelled after having been confirmed and before the day of the meeting (see below: cancellations),
► teams with one or more extra members (see below: manning strength), and
► last-minute back-up for a meeting in progress.

In other cases, the higher rate (Rate II) applies.

The following rates will apply in 20XX for Interpreters. The interpretation may be webcast. No additional payment will be made.

Rate II: XXX €
Rate I: XXX €

The OECD will not make any direct contributions to a pension fund. It is up to interpreters to do so if they wish.

SESSION LENGTH AND MANNING STRENGTH

A standard session is defined as up to three and a half hours of interpreting including coffee breaks and suspensions of the meeting. A standard full-day meeting is composed of two sessions of a total duration of up to seven hours. In a two-language configuration, such a meeting should be manned by a team of three interpreters working two ways. A half-day meeting is manned by a team of two interpreters, working two ways. A meeting longer than two standard sessions will be manned by a reinforced team. However, the team may not be reinforced for a working day made up of one short session and one longer session provided the full day is no longer than seven hours of interpretation, including breaks. A meeting planned to require more than 7 hours of interpreting (but less than 9 hours) will be manned by a team of four interpreters paid the high rate.
In certain cases, generally pertaining to other language pairs than English and French, a two language meeting may be manned by two separate booths of two interpreters each, working in one direction only; or alternatively by a team of three, with only one or two members of the team working in two directions. In the case of separate booths, manning strengths are not reduced for a half-day meeting and are increased for a meeting which is longer than two standard sessions.

A three-language meeting will be serviced by two booths of three interpreters each, working in two directions, or three booths of two interpreters each, working in one direction only.

Additional languages are covered by the addition of further mono- or bi-directional booths.

When a team is larger than dictated by the above standard conditions, and when the session length is standard, the reduced rate will be paid, and free-lance interpreters will be informed in advance.

CANCELLATIONS

When a session is cancelled prior to the beginning of a meeting and after free-lance interpreters have been confirmed, they will, if possible, be reassigned to other sessions appropriate to their language combinations. If such reassigned teams are larger than standard, Rate I will be paid and free-lance interpreters will be informed in advance.

In case of cancellation of part of a session after the session has actually begun or in the event of last-minute cancellation of the second session of a meeting, and even if free-lance interpreters cannot be reassigned to another meeting, they shall be paid Rate II.

The termination of a contract for conference interpretation services will be decided by the OECD in accordance with the provisions of such contract.

MISSIONS

Free-lance interpreters travel conditions and expenses will be determined in accordance with their contract for conference interpretation services (cf. Section 4.5 on Travel expenses and per diem).

Free-lance interpreters may have to travel for OECD assignments. Their professional domicile (as defined by aiic) will determine the following levels of remuneration for travelling time:

APPROCHE

If the Interpreter has to travel on the day preceding the meeting, the Interpreter shall be remunerated as follows for the time spent travelling:

- If the Interpreter has to travel before 10am on the day preceding the meeting, the Interpreter shall be remunerated at Rate I.
- Departure time between 10am and 3pm, 75% of Rate I shall be payable.
• Departure time between 3 and 7pm, 50% of Rate I shall be payable.
• Departure time after 7pm, 25% of Rate I shall be payable.

DÉPROCHE
If the Interpreter cannot return home on the last day of the meeting, the Interpreter shall be remunerated as follows for the time spent travelling the next day:

• Return before 10am: 25% of Rate I.
• Return between 10am and 3pm: 50% of Rate I.
• Return after 3pm: 100% of Rate I.

For train or air travel, these times are the times of departure from and arrival at the railway station or airport.

TECHNICAL STANDARDS
Free-lance Interpreters may, in exceptional circumstances, be asked to interpret in remote mode and will be informed in advance. In these cases, every effort will be made to ensure state-of-the-art technical conditions and interpreters will have at least one monitor with a view of the room and of the speakers. They may also be expected to interpret video-conferences with remote participation provided the sound and image quality is satisfactory.

CONFIDENTIALITY
Free-lance Interpreters undertake to maintain complete confidentiality and not to disclose or use, for any purpose whatsoever, other than that specified in their contract or appointment, any information or documents communicated to them, or which come to their knowledge, in the course of the performance of the interpretation, in any form, including by email, text message or on social networks. This obligation shall survive without any time limit, even in case of termination of the free-lance Interpreter’s contract or appointment.