

ADMINISTRATIVE COOPERATION AGREEMENT
between
DIRECTORATE GENERAL FOR INTERPRETATION
OF THE EUROPEAN COMMISSION
and
THE MINISTRY OF INTERIOR OF THE CZECH REPUBLIC
in the area of conference interpretation
(*hereinafter referred to as “the Agreement”*)

Preamble

- *Whereas DG Interpretation, the interpretation service of the European Commission, supports the functioning and decision making process of a number of European Institutions, agencies, offices and other bodies by providing conference interpretation in the 24 official languages of the EU as required in Article 342 TFEU and Council Regulation 1/58, and in accordance with the principle of mutual sincere cooperation enshrined in Article 13 (2) TEU;*
- *whereas, DG Interpretation has concluded a number of Service Level Agreements with the Council of the European Union (hereinafter referred to as “the Council”), the European Council, the European Economic and Social Committee, the Committee of the Regions, the European Investment Bank, as well as a number of European offices and agencies in the Member States for the above mentioned purpose;*
- *whereas DG Interpretation has collaborated with successive Presidencies of the Council in order to provide conference interpretation for informal meetings of ministers and other high level meetings of institutional nature organised by the Presidencies according to their needs, using the same interpreters, according to the same conditions, offering the same quality level and subject to the same compensation as for the above mentioned Institutions, offices and agencies;*
- *whereas DG Interpretation has signed an Administrative Cooperation Agreement with the Czech Presidency for the provision conference interpretation for informal meetings of ministers and other high level meetings of institutional nature organised in the Czech Republic during the Czech Presidency of the Council;*
- *whereas in accordance with Articles 13(2) and 17(1) TEU, DG Interpretation has thus collaborated with successive Council Presidencies in terms of organisational support and assistance related to interpretation matters, amongst others through the designation of a DG Interpretation Presidency coordinator, with the objective of facilitating the work of the Presidency of the Council.*

Directorate General for Interpretation of the European Commission, hereafter referred to as “**DG Interpretation**”, represented by Ms Genoveva Ruiz Calavera, Director-General of DG Interpretation

AND

The Czech Republic - Ministry of the Interior, represented by Ms Kateřina Flaigová Vronská, Director of the Department of International Cooperation and EU from, hereafter referred to as "the Ministry".

HAVE AGREED THAT

in order to secure the highest quality standards of conference interpretation, DG Interpretation shall upon request and against compensation by the Ministry provide conference interpretation for the meeting of the Strategic Committee on Immigration, Frontiers and Asylum (SCIFA) organised by the Ministry from 20/07/2022 to 21/07/2022 in Prague, subject to the conditions laid down in this Agreement and the documents it is making reference to..

1. DEFINITIONS

For the purposes of this Agreement, the following definitions apply.

A "**passive language**" is a language *from* which interpretation is provided; an "**active language**" is a language *into* which interpretation is provided.

The "**interpretation time slot**" or simply "**i-slot**" is the unique accounting unit for interpretation services. An i-slot corresponds roughly to a half-day assignment for one interpreter. The accounting system translates interpreters' assignments into accounting units by converting into i-slots the time spent interpreting, the time needed to travel to or from the venue of a meeting, and in general the time during which the interpreter is not available for an assignment elsewhere. The rules used for these calculations are presented under Section 9 below.

"**Reprogramming costs**" are the amount of interpretation ordered and confirmed two full weeks in advance of the date and not used (in the meeting initially scheduled or any other meeting).

"**Full week**" consists of seven consecutive days. It starts on Friday noon and it lasts until the following Friday 11:59:59 a.m.

"**Virtual and hybrid meetings**" are meetings organized remotely between individual and/or groups of participants in distant places. The interpreters' team is working from a Commission meeting room equipped with interpretation booths. All participants are connected and the interpretation team interact via an interpretation platform.

An "**Interpretation platform**" is a virtual IT environment that manages the processing of audio and video signals during the transmission of information from speakers to interpreters and from there to an audience in simultaneous interpretation.

A "**Meeting Manager**" is the person responsible for facilitating the interaction between the participants connected to a meeting where conference interpretation is provided via an interpreting platform.

An “*Operator*” is the person providing first-line technical support for the use of the interpretation platform to interpreters and participants using such a platform during a meeting.

2. SUBJECT OF THE AGREEMENT

DG Interpretation undertakes to supply the interpretation team needed for the meeting of the Strategic Committee on Immigration, Frontiers and Asylum taking place on 20/07/2022 (full day) and 21/07/2022 (only in the morning) in the Vienna House Diplomat Prague, Evropská 370/15, 160 41 Praha 6., Czech Republic.

The language regime for the meeting is the following:

Active languages:

Czech, English, French, German, Italian, Spanish.

Passive languages:

Czech, English, French, German, Italian, Spanish.

3. UNDERTAKINGS AND CONFIRMATION

Under the terms and conditions laid down in Section 2, DG Interpretation undertakes to supply the requested interpretation teams.

In order to avoid wasting resources, modifications and cancellations of requests should be confirmed at the latest 4 weeks before the week during which the meeting takes place.

When the evolution of the sanitary situation means it is likely that the meeting cannot take place physically in the Czech Republic, the Parties can agree to replace the physical presence of interpreters by the use of an interpretation platform. Any decision to use an interpretation platform shall become definitive 6 weeks before the week in which the meeting will take place.

4. INTERPRETATION QUALITY

DG Interpretation guarantees the *quality of its interpreters* by assigning only its permanent staff interpreters and duly accredited auxiliary conference interpreters (ACI) to the meetings organized by the Ministry.

As team coordination is a pre-requisite to ensure the quality and integrity of the interpretation provided, interpreters provided by DG Interpretation shall not work in a team with interpreters that are not accredited by the EU Institutions other than in exceptional circumstances and with DG Interpretation's prior written approval.

Without prejudice to the Section 5 below, should the Ministry consider the quality of interpretation on any occasion to be unsatisfactory, it shall inform DG Interpretation without delay in writing. DG Interpretation undertakes to provide an explanatory reply within a period

of two weeks from receipt of such notification and to take the appropriate remedial action if necessary.

Where interpretation is provided via an interpretation platform, DG Interpretation cannot be held responsible for the accuracy of the interpretation provided, interruption of service, partial or complete loss of audio and other technical problems due to problems arising from IT connections or the equipment used for distantly-connected participants in the meeting.

5. WORKING CONDITIONS OF INTERPRETERS

The provisions of the "Agreement on working conditions for staff and temporary interpreters"¹ shall apply to the interpretation delivered by DG Interpretation to the Ministry.

Where interpretation is provided via an interpretation platform, specific arrangements will apply concerning the working hours and number of interpreters needed per language. DG Interpretation will supply the Ministry with an overview of possible arrangements that can be used for such meetings. If the Ministry realises that, in view of the particular constraints of a meeting, it will not be able to fully apply these working arrangements, it informs DG Interpretation as soon as this is known to the Ministry, as to allow DG Interpretation to take the necessary measures (such as strengthening the team of interpreters).

6. BOOTHS

Provision of simultaneous interpretation is subject to the availability of a sufficient number of interpretation booths that meet ISO standards ISO 2603 (for conference rooms with built-in booths), ISO 4043 (for mobile booths) and ISO 20109 (for interpretation equipment in the booths). Preceding the meeting, DG Interpretation shall propose a setup for the location. The Ministry undertakes to confirm that the necessary declaration of compliance shall be filled out and signed by a technical provider in due time before the event and to inform DG Interpretation of any changes relevant for the venue and the proposed setup.

Possible additional health measures related to COVID 19 may apply. DG Interpretation shall inform the Ministry of such measures in due time.

7. DOCUMENTATION AND CONFIDENTIALITY OF THE PROCEEDINGS

Meeting documents and other general documentation, including access to web data bases and tools, are an essential requirement in the provision of quality interpretation services.

The Ministry shall take all necessary measures to make *documentation* related to the meeting available to interpreters in electronic format as well as in paper copy (if applicable). In particular, documents which are prepared during the meeting will be made available to interpreters in real time.

DG Interpretation will ensure that all documentation is reserved for the exclusive use of interpreters assigned to the meeting and its support staff responsible for its distribution and collection. DG Interpretation guarantees that the documentation provided as well as the

¹ DG Interpretation shall provide the Ministry with a copy of this Agreement upon request including the specific agreement applicable concerning the working hours and number of interpreters needed per language when interpretation is provided via an interpretation platform..

content of the proceedings are subject to total confidentiality.

Where applicable, the Ministry ensures that staff and ACI interpreters benefit from the same facilities as delegates as concerns access to WIFI, internet and applications that are necessary for providing quality interpretation.

8. USE OF INTERPRETATION PLATFORMS

(a) General aspects

If, due to constraints resulting from the COVID-19 pandemic, in particular in case travel restrictions apply, DG Interpretation may - at the request of the Ministry and in accordance with the agreed working conditions of interpreters - accept to provide interpretation via the interpretation platform Interactio with the interpreters of DG Interpretation physically working from EU meeting rooms.

When interpretation services and the launch of the interpretation platform are delivered from Commission meeting rooms, DG Interpretation is responsible for ensuring the stability of the interpretation platform and the high quality of connections between the interpretation platform and the interpreters.

DG Interpretation shall also provide advice and guidance to the Ministry on the technical conditions to be secured by the Ministry and the remote participants in order to optimise the quality of connections between the meeting participants using the interpretation platform, which has a direct bearing on the quality of interpretation. If required, DG Interpretation remains available to train the meeting manager before the meeting.

Within the week before the meeting, DG Interpretation shall make an operator available to the Ministry for one day in view of testing connections between the platform and the participants. The Ministry shall facilitate the testing with the meeting participants.

During the meeting, in addition to the interpreters, DG Interpretation shall assign an operator in order to provide immediate on-site support in Brussels and distant support to distant meeting participants. The Ministry shall provide a meeting manager to manage the interventions of the participants.

DG Interpretation shall not provide such services or bear such responsibilities when interpretation services are not delivered from Commission meeting rooms. However, DG Interpretation will share its technical guidance for remote participants with the Ministry and the responsible services of the Institution hosting the interpreters assigned to the meeting, at their request.

(b) Limitations

The acceptance by DG Interpretation to provide interpretation via this delivery mode shall be subject to the availability of meeting rooms endowed with the interpretation platform technology.

Considering the need to maintain social distancing in the context of the COVID-19 pandemic

and the availability of booths, DG Interpretation may impose limitations on the number of active and passive languages that can be delivered from meetings served through the interpretation platform.

The use of an interpretation platform is exclusively provided to the Ministry, and may not be seen as a commitment on behalf of DG Interpretation to apply such arrangements to any stakeholder in circumstances falling outside the present Agreement.

9. COST CALCULATION FOR MEETINGS WITH PHYSICAL PRESENCE

The cost of interpretation for a given meeting is calculated by adding the equivalent in i-slots of all interpreters actually assigned to that meeting.

Costs to be compensated by the Ministry also include "reprogramming costs", as defined in Section 1 above.

(a) Rate

The rate per i- slot is fixed annually². The rate of an i-slot for year 2022 is 530 EUR.

(b) Accounting of interpretation supplied

An i-slot covers meetings which vary in length. For cost purposes, meetings are distinguished between those starting in the morning between 08:00 and 13:29 and ending before 14:00 and those in the afternoon starting between 13:30 and 18:29 and ending before 19:00. Evening assignments start from 18:30 and end before 21:00.

Night meetings are distinguished between those starting from 21:00 onwards and ending before midnight and those starting as of midnight and ending before 08:00.

The accounting of interpretation supplied is done on a daily basis by converting interpretation assignments for each meeting into interpretation time slots (i-slots) to be compensated per interpreter according to the following table:

	<i>Meeting starting times</i>	<i>Meeting ending before</i>	<i>i-slots to be invoiced per interpreter</i>
Daytime assignments	Between 08:00 and 13:29	14:00	1
	Between 13:30 and 18:29	19:00	1
Evening or night assignments	Between 18:30 and 20:59	21:00	1
	Between 21:00 and 23:59	24:00	1
	Between 00:00 and 7:59	08:00	2

² For 2022 the price of an i-slot is set at € 530. The calculation method of the price of the i-slot is detailed in the yearly Draft General Budget of the European Commission – working documents – Administrative expenditure under heading 7, article 20 03 11 – Interpretation.

(c) Accounting of travelling and waiting time

Travelling time to and from the venue of the mission and related waiting time will be counted only if it prevents the interpreter from performing a daytime assignment, thus if travel occurs between 10:00 and 13:30 (one i-slot) or between 13:30 and 17:30 (one i-slot). Travel occurring during a weekend or a public holiday will be counted as one i-slot.

(d) Meetings on weekends and public holidays

Meetings held during weekends and on Commission public holidays will be charged as per the above table, in other words, they will not be surcharged.

(e) Reprogramming costs

DG Interpretation will not request any compensation for interpretation services which are cancelled by the Ministry before the two full weeks deadline³. The same applies for interpretation services, which are cancelled at any moment by DG Interpretation. However, if cancellations are made less than two full weeks prior to the week of the event, the amount to be compensated will result from the net difference between the interpretation ordered by the Ministry (converted into i-slots) and accepted by DG Interpretation, and the interpretation actually supplied.

Reprogramming costs do not apply to the cost of use of the interpretation platform (see (g) below), when the Ministry had requested to use the interpretation platform for the cancelled meeting.

(f) Cancellations due to force majeure

In the event of cancellations due to a force majeure, costs incurred will be shared between DG Interpretation and the Ministry in line with the provisions of Section 14.

10. COST CALCULATION FOR VIRTUAL AND HYBRID MEETINGS

When interpreters work via a platform, due to specific conditions, different rules apply than the ones observed at meetings with physical presence.

(a) Rate

The i-slot rate is the same as mentioned in Section 9 (a) above.

(b) Accounting of interpretation supplied

When working via an interpretation platform, interpreters are only to be assigned to work up to a maximum of 6 hours per day, with a break of at least 90 minutes and a maximum consecutive period of work of 4 hours. These limitations result in 3 separate scenarios depending on the Ministry's needs:

1. The meeting taking place in the morning and afternoon and does not last longer than a total of 6 hours. In this case the same team of interpreters (3 per active language) works the whole day with a minimum break of 90 minutes. (E.g. 10:00

³ Interpretation slots actually rendered by active language will be compared with a snapshot of the interpretation requests taken on Sunday, two full weeks ahead of the week during which the meetings take place.

- 13:00 and 14:30 – 17:30) A total of 6 i-slots shall be charged per active language for the whole day.
2. The meeting taking place in the morning and afternoon lasts longer than 6 hours (e.g. 09:00 – 13:00 and 14:30 to 18:30). In this case, 2 interpreters per active language will work in the morning and a new team of 2 interpreters will be needed in the afternoon. The morning team shall finish not later than 13:00 and the afternoon team shall not start before 14:30. As interpreters will not be assignable to other meetings on platforms on the same day, a total of 8 i-slots shall be charged per active language for the whole day.
 3. The meeting taking place for one half-day. Here the session (either morning or afternoon) can last a maximum of 4 hours (e.g. 09:00 – 13:00 or 14:30 to 18:30). A morning team shall finish not later than 13:00. An afternoon team shall not start before 14:30. 2 interpreters shall work per active language, but as they will not be assignable to other meetings on platforms on the same day, a total of 4 i-slots shall be charged per active language.

(c) Meetings on weekends and public holidays

Meetings held during weekends and on Commission public holidays will not be surcharged.

(d) Reprogramming costs

DG Interpretation will not request any compensation for interpretation services which are cancelled by the Ministry before the two full weeks deadline (see Section 9 (e) above). The same applies for interpretation services, which are cancelled at any moment by DG Interpretation.

However, if cancellations are made less than two full weeks prior to the week of the event, the amount to be compensated will result from the net difference between the interpretation ordered by the Ministry (converted into i-slots) and accepted by DG Interpretation, and the interpretation actually supplied.

Reprogramming costs do not apply to the cost of use of the interpretation platform (see (f) below), when the Ministry had requested to use the interpretation platform for the cancelled meeting.

(e) Cancellations due to force majeure

In the event of cancellations due to a force majeure, costs incurred will be shared between DG Interpretation and the Ministry in line with the provisions of Section 14 below.

(f) Cost of using an interpretation platform when provided by DG Interpretation

In case of use of the interpretation platform requested by the Ministry and provided by DG Interpretation, the technical services linked to its technical configuration, assistance during the meeting and cleaning after each shift of interpreting team, should be invoiced on the basis of the following unit prices:

- use of the platform: € 500 per meeting;
- cost of an operator: € 500 per man/day;
- cost per cleaning: € 100 (needed after each change of team, as long as required by

Ministerstvo vnitra ČR / Ministry of the Interior of the Czech Republic

odbor mezinárodní spolupráce a Evropské unie / International Cooperation and European Union Department

oddělení podpory zahraničních styků / Foreign Relations' Support Unit

Jindřišská 34

110 00 Praha 1

tel: [REDACTED]

mob: [REDACTED]
[REDACTED]

The provisions of the Financial Regulation applicable to the general budget of the European Union shall apply to the above-mentioned debit note, as well as the European Commission's budgetary internal rules.⁴

13. DISPUTE RESOLUTION

In the event of a dispute between the parties resulting from the interpretation or from the application of the present Agreement, the parties will try to find an agreement in a spirit of good cooperation, beginning at the level of the Services. If the dispute cannot be resolved directly, the parties will either:

- Appoint a mediator, that is accepted by both of them, and who will have the task of facilitating the settlement of the dispute as soon as possible; or
- Select an arbitrator by mutual agreement, whose decision will be binding for both parties.

14. FORCE MAJEURE

Force majeure must be understood as referring to abnormal and unforeseeable circumstances which were outside the control of the party by whom it is pleaded and the consequences of which could not have been avoided in spite of the exercise of all due care.

If one of the parties is confronted with a case of force majeure, it will inform without delay

⁴ Financial regulation: Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union (OJ L 193, 30.07.2018, p. 1) – in particular articles 98 and following.

Internal Rules: Commission Decision C(2018) 5120 final of 3.8.2018 on the Internal Rules on the implementation of the general budget of the European Union (European Commission section) for the attention of the Commission departments.

Further Commission Decisions C(2018) 5119 final of 3.8.2018, C(2020)4584 final of 10.07.2020, C(2020)4585 final of 10.07.2020 and C(2021)4932 final of 08.07.2021.

the other party in writing of the event by specifying the nature, the probable duration and the foreseeable effects. None of the parties is regarded as having failed in or contravened its obligations if it could not carry them out due to force majeure. The liability of the Ministry is limited to 50 % of the cost of the service. Parties shall take all the measures necessary to reduce the possible impact of a case of force majeure.

15. DATA PROTECTION

Personal data mentioned or related to this Agreement, is processed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

16. CONTACT PERSONS

The contact persons for operational matters for DG Interpretation are:

- For organisation and requests:

[REDACTED]
[REDACTED]

- For administrative and financial matters:

[REDACTED]
[REDACTED]

- For interpretation platforms:

[REDACTED]

The contact persons for operational matters for the Ministry are:

- For organisation and requests:

Mgr. Jitka Kalkušová
Jindřišská 34
110 00 Praha 1

[REDACTED]

[REDACTED]

- For financial matters

Kristýna Kadlečková
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tel: [REDACTED]
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[REDACTED]

17. FINAL PROVISIONS

The authentic language of the Agreement is English. The Agreement is concluded in two original copies. Each of the contracting parties receives one original copy.

The Agreement enters into force on the date of its signature by the latter of the contracting parties and becomes effective on the date of its publication in the Register of Contracts of the Czech Republic.

On behalf of the Ministry
Kateřina Flaigová Vronská

On behalf of DG Interpretation
Genoveva Ruiz Calavera

Date:

Date:.....