

Agreement AIIC – World Customs Organization

Agreement Governing the Conditions of Employment of Freelance Conference Interpreters

SECTION I : SIGNATORIES

1. The International Association of Conference Interpreters (AIIC) on the one hand; The Customs Co-operation Council also known as the World Customs Organization (the WCO) on the other hand; hereinafter collectively referred to as the Parties and individually as the Party
2. CONSIDERING the decision taken by the WCO to align its Staff rules on those of the Co-ordinated Organisations as from the 1st of July 1981;
3. RECALLING that the Co-ordinated Organisations and AIIC entered into an agreement governing the conditions of employment of freelance conference interpreters;
4. RECALLING that the WCO and AIIC, since 1983, have entered into several successive agreements covering specific periods;
5. ACKNOWLEDGING that this Agreement, entering into force at the date of signature, replaces and supersedes any agreement previously entered into and is adopted for an indefinite period.

HAVE AGREED AS FOLLOWS: SECTION II : REMUNERATION

6. Interpreters are recruited by means of a Letter of Appointment which indicates the dates of assignment and the meetings the interpreter shall be assigned to. Interpreters may be re-assigned to other meetings within the terms of their Letter of Appointment.
7. The rate of daily remuneration of an interpreter shall be set in accordance with Section IV (Working Conditions) and Annex I (Composition of Teams) at the following conditions:
 - a. at the lower rate, or Rate I, which is payable for meetings to which a large team of interpreters is assigned;
 - b. or at the higher rate, or Rate II, which is payable for meetings to which a small

team of interpreters is assigned.

8. The daily remuneration of interpreters shall be as follows:

a. For Rate I: 1/20th of the basic monthly salary of an official of grade L4 step 8, unmarried, resident in France, plus an amount of 6% calculated on the same basis (cf. monthly salary scales in force at the WCO). This remuneration shall be indexed annually in accordance with the recommendation of the Coordinating Committee on Remuneration (CCR) on the said monthly salary;

b. For Rate II: 160% of Rate I.

9. Within a given Letter of Appointment, any day which is not a Belgian public holiday or an Official WCO closing day and which is not worked shall qualify for payment of the daily remuneration provided for in paragraph 7 a. above and, as appropriate, of the daily subsistence allowance provided for in paragraph 27. In the case of two Letters of Appointment for a venue which differs from the professional domicile of the interpreter that are separated by a period of not more than two days, the WCO may elect to pay compensation (remuneration at Rate I plus daily subsistence allowance) for this or these days or pay travel costs back to the professional domicile.

SECTION III – SOCIAL SECURITY

a. Provision for Retirement

10. The WCO shall deduct 7% of the interpreter's remuneration as provision for retirement, to which it shall add its own contribution equivalent to 14% of the interpreter's remuneration and pay the aggregate 21% to a retirement fund the interpreter is contributing to. This fund shall be based on similar principles to the Caisse de Prévoyance des Interprètes de Conférence (CPIC).

b. Provision to cover Accidents, Illness and Temporary or Permanent Inability to Work (Loss of Earnings)

11. The WCO shall take out an insurance policy to cover the interpreters whom they employ against the risks of accident, illness and temporary or permanent inability to work which may arise during the periods covered by their Letter of Appointment.

12. A copy of the aforementioned insurance policy shall be forwarded to the Executive Secretary of AIIC.

13. The insurance premiums payable in respect of periods covered by a Letter of Appointment shall be funded on the basis of two-thirds by the WCO and one-third by the interpreter.

14. The aggregate premiums shall be paid by the WCO to the insurance company, the interpreter's share being deducted from the interpreter's daily remuneration.

SECTION IV: WORKING CONDITIONS

a. Definition of Working Day

15. Each working day shall comprise a maximum of two sessions of three to three- and-a-half hours each, starting from the time at which the meeting is convened. If the meeting exceeds the above duration, the team shall be either reinforced or replaced by a relief team. Where that is impossible, each interpreter concerned shall be entitled to time off in lieu within the period covered by the Letter of Appointment or, failing this, to financial compensation at Rate I.

b. Composition of Teams

16. The minimum number of interpreters assigned to a meeting shall vary in accordance with the number of languages, as shown in the table appended to this Agreement (see Annex I).

17. For meetings in the two official languages of the WCO (English and French), the minimum number of interpreters shall be three, working into both languages. This number shall be increased to four if the meeting exceeds the duration mentioned in paragraph 15 above.

18. Session and reference documents shall be made available to the interpreters in all working languages.

19. In case of meetings presenting particular difficulties, such as systematic interpretation of documents read out, a large team of interpreters, remunerated at Rate II, shall be recruited.

Meetings as listed in Annex III shall be considered by the Parties as presenting particular difficulties.

c. Very Short Meetings

20. In the exceptional case of a meeting lasting from one and a half to two hours at the most, a small team of interpreters, paid at Rate I, may be recruited.

d. Cancellation of a Letter of Appointment or Reduction of Assignment Time

21. Where a Letter of Appointment of an interpreter is cancelled or where the duration of the assignment is reduced for reasons beyond the interpreter's control, remuneration at Rate I shall be payable for the period covered by the Letter of Appointment including travelling time but excluding the daily subsistence allowance. The daily subsistence allowance shall be payable for any travel already embarked upon.

22. It is agreed and understood by the Parties that no payment shall be due for the cancellation of a Letter of Appointment of which the interpreter is informed more than

one (1) month before the starting date of the assignment as mentioned in the Letter of Appointment.

23. Where the Letter of Appointment of an interpreter is cancelled less than one (1) month before the assignment, the interpreter shall inform the WCO without delay of any alternative assignment/contract, including travelling time, which the interpreter obtains for the day or days affected by such cancellations. In such cases, the remuneration corresponding to the days that coincide shall not be due.

SECTION V: ASSIGNMENTS ELSEWHERE THAN AT THE PROFESSIONAL DOMICILE

a. Professional Domicile

24. For the purpose of this Agreement, an interpreter shall have no more than one professional domicile at a time. This professional domicile shall be declared to the WCO no later than the first Letter of Appointment entered into. Any change must be notified in writing thirty days in advance and may apply only to continuous periods of at least six months. In the case of interpreters who are members of AIIC, their professional domicile shall be identical to their professional address as published in the AIIC Directory.

25. Recruitment conditions shall be governed by the professional domicile of the interpreter at the time recruitment is offered, irrespective of that interpreter's home address or actual place of residence.

b. Travel Expenses

26. The rules governing travel expenses shall be those in force at the WCO providing, inter alia, for reimbursement of travel expenses on production of documentary proof of expenditure.

c. Daily Subsistence Allowances

27. The rules governing Daily Subsistence Allowances shall be those in force at the WCO. Where an interpreter is assigned to a meeting held at a venue less than 50 kilometers from the interpreter's professional domicile, the interpreter shall be entitled to a Daily Subsistence Allowance if the departure time from the professional domicile is before 8 a.m. or if the time of arrival to the professional domicile on the return travel is after 11 p.m. Conference interpreters will not be entitled to claim payment of the Daily Subsistence Allowance unless they stay at the place of the meeting.

d. Remuneration for Travelling Time

28. Travelling Time is the time taken to travel from the train station, or from the airport, or from the station of any other means of transport authorized by the WCO nearest to the interpreter's professional domicile to the venue of the meeting the interpreter has been recruited for.

Where an interpreter is assigned to a meeting venue which is more than 50

kilometers from the interpreter's professional domicile, the interpreter shall receive half a day's remuneration at Rate I both for the day preceding and for the day following the said meeting.

29. However, where Travelling Time from the interpreter's professional domicile to the venue of the meeting does not exceed 90 minutes, the interpreter shall also be entitled to a Subsistence Allowance but only if departure from the professional domicile must take place before 8 a.m. in order for the interpreter to be present at the venue of the meeting at least one hour before the start of the said meeting. A Subsistence Allowance shall also be due where the interpreter, given the meeting schedule, cannot return to the professional domicile before 11p.m.

30. No remuneration for Travelling Time shall be due where the WCO informs the interpreter at the time of recruitment that the meeting shall start sufficiently late on the first day to allow for departure from the interpreter's professional domicile after 8 a.m. and/or end sufficiently early on the last day to allow for arrival at the interpreter's professional domicile before 11 p.m.

31. Where the Travelling Time exceeds half a day on the day prior to the start of the meeting the interpreter shall receive remuneration at Rate I equivalent to one day. The same would apply as appropriate for the day following the meeting.

SECTION VI: RECRUITMENT

32. In the interest of both Parties, the WCO shall endeavour, wherever possible, to maintain a measure of stability in its recruitment policy, to recruit interpreters directly and individually, and to avoid any sudden cessation in recruitment.

SECTION VII: TECHNICAL FACILITIES

33. The working conditions and conditions of remuneration set out in this Agreement shall apply only to the traditional situation where the interpreter is in the meeting room. If the WCO decides to make use of remote interpreting or new technologies, new conditions (duration of sessions, number of interpreters, etc.) shall be drawn up jointly with AIC.

34. Where technical facilities are being constructed or improved, the WCO shall endeavour to comply with the standards and specifications of the International Standards Organisation (ISO) and the International Electrotechnical Commission (IEC).

SECTION VIII: DURATION OF THE AGREEMENT

35. This Agreement is hereby concluded for an indefinite duration. It may be terminated at any time by either of the Parties by giving a three (3) months' prior notice sent by registered letter with acknowledgment of receipt.

SECTION IX: TERMINATION

36. In the event of termination of the Agreement, the consultations provided for in paragraph 37 shall be initiated automatically.

SECTION X: CONSULTATION BETWEEN THE WCO AND AIIC

37. Consultations shall be organised at the request of either Party between the representatives of AIIC and the WCO Division of Administration and Personnel. Whenever consultation is requested, each Party shall inform the other of the members of the delegation representing it. These delegations shall meet no later than six weeks after notification of the request. The Parties hereby undertake to do their utmost to reach an agreement as quickly as possible.

SECTION XI: TAX APPLICABLE

38. Interpreters will be recruited on the basis of the tax exemption pursuant to Article VI – Sections 16 and 17 of the Convention establishing a Customs Co-operation Council. However, the WCO shall not be responsible for national income tax levied.

39. Upon request from the interpreter, the WCO will provide a certificate, to be issued for tax exemption purposes only, attesting that the interpreter has been working for the WCO under specific Letters of Appointment. Details of the Letters of Appointment including, in particular, the dates of assignment(s), will be mentioned in the certificate.

SECTION XII: DISPUTES

40. Any dispute regarding the fulfilment and/or interpretation of the Agreement shall give rise to the implementation of the arbitration procedure laid down in Part I of Decision 331 of the Customs Co-operation Council as reproduced in Annex II of this Agreement.

41. Disputes between an interpreter and the WCO arising out of the application of an individual Letter of Appointment shall be settled through the relevant procedures and under the same conditions applicable to WCO officials, or any other procedure provided for in the Letter of Appointment or in this Agreement.

42. Done at Brussels, this 31st day of March 2017, in two (2) originals copies, each Party acknowledging by their signature receipt of the copy intended for it.

For AIIC
Angela Keil
President AIIC



For the WCO
Ray McDonagh Head of Administration
and Personnel



ANNEX I

COMPOSITION OF TEAMS

| | Minimum number of interpreters | |
|-------------------------------------|--------------------------------|------------|
| | Large team | Small team |
| | (Rate I) | (Rate II) |
| <u>2-language conference</u> | | |
| interpreted into those 2 languages | 3 | 2 |
| <u>3-language conference</u> | | |
| interpreted into 2 languages | 4 | 3 |
| interpreted into those 3 languages | 6 | 5 |
| <u>4-language conference</u> | | |
| interpreted into 2 languages | 5 | 4 |
| interpreted into 3 languages | 8 | 6 |
| interpreted into 4 languages | 11 | 8 |
| <u>5-language conference</u> | | |
| interpreted into 2 languages | 6 | 4 |
| interpreted into 3 languages | 9 | 6 |
| interpreted into 4 languages | 12 | 8 |
| interpreted into 5 languages | 15 | 10 |

DECISION OF THE COUNCIL No. 331
117th/118th Sessions - June 2011
SETTLEMENT OF DISPUTES

HAVING REGARD to Article IX, Section 24, of the Annex to the Convention establishing a Customs Co-operation Council,

THE COUNCIL DECIDES :

- (i) to rescind Council Decision No. XXXIII of November 1954; and
- (ii) to adopt the following modes of settlement of disputes arising out of contracts or other disputes of a private character to which the Council is a party and of disputes involving any official of the Council who, by reason of his/her official position enjoys immunity, if immunity has not been waived in accordance with the provisions of Sections 19 and 21 of the Annex to the Convention establishing a Customs Co-operation Council.

I. Mode of settlement of disputes between
the Customs Co-operation Council and third persons
(other than its officials), arising out of contracts

All contracts or agreements, in any form, entered into by the Customs Co-operation Council (the “**Council**”) shall contain an arbitration clause by which the Council and the other Party (or Parties) to the contract undertake to refer to a tribunal of arbitrators, which shall reach its decision by application of law and without appeal, any disputes involving the Council regarding the interpretation or fulfilment of the contract they have entered into.

Unless otherwise specified, in any contract or agreement entered into by on the one hand, the Council, and on the other hand, one or more States and/or one or more international organizations, the said arbitration clause shall be worded as follows :

(1) Settlement of disputes by arbitration

Any claim or dispute regarding the interpretation or fulfilment of this contract shall be settled by a tribunal of three arbitrators (the “**Arbitral Tribunal**”), who shall render a majority decision, reached by application of law and without appeal.

(2) Initiation of the arbitral proceedings

(i) Notice of damage

In order for its claim to be admissible, each Party to the contract shall, within a period of six (6) months from the date when it became aware of the damage sustained, or an absolute time limit of two (2) years beginning on the day after the day when the incident which caused the damage occurred (the action shall be time-barred as soon as one of these time limits has expired), give notice of the claim, by registered letter (with acknowledgment of receipt), to any other Party to the contract against which it wishes to file a claim (the “**Notice of damage**”).

The Party initiating the Notice of damage shall be called “**the Claimant**”, and the Party which receives the Notice of damage shall be called “**the Respondent**”.

(ii) Mandatory conciliation

Beginning on the date when the Notice of damage is sent, there shall be a period of mandatory conciliation between the Parties lasting thirty (30) calendar days (the “**conciliation period**”).

(iii) Notice of arbitration

In the event that the Parties have not been able to reach an amicable agreement by the end of the conciliation period, it shall be up to the Claimant(s) to notify the respondent(s) of his/her/their desire to initiate arbitral proceedings by sending a registered letter (with acknowledgment of receipt) (the “**Notice of arbitration**”) no later than ten (10) calendar days after the end of the conciliation period.

The Notice of arbitration shall, on pain of invalidity, include at least the following : (i) appointment of an arbitrator, (ii) reference to the arbitration clause invoked, (iii) reference to the agreement or relationship out of or in relation to which the dispute arises, (iv) the relief sought and, where appropriate, an estimate of the amount claimed. Within twenty (20) calendar days following the sending of the Notice of arbitration, the Respondent(s) must select his/her/their own arbitrator and notify the Claimant(s) and the arbitrator already selected by the latter of his/her/their choice. At the same time, the Respondent(s) shall make any counter-claims.

If the Respondent(s) fail(s) to appoint an arbitrator within the time allowed, that arbitrator shall be appointed by the Secretary-General of the Permanent Court of Arbitration (PCA) within thirty (30) calendar days following a request by the Claimant. Where there is more than one Claimant and/or more than one Respondent, the Claimants jointly shall appoint one arbitrator and the Respondents jointly shall appoint one arbitrator.

(3) Composition of the Arbitral Tribunal

(i) Appointment

The two arbitrators appointed by the Claimant(s) and the Respondent(s) shall, by common agreement, select a third arbitrator who shall chair the Arbitral Tribunal *de jure*.

If the first two arbitrators fail to appoint the third arbitrator within fifteen (15) calendar days of notification of the appointment of the second arbitrator, the third arbitrator shall be nominated by the Secretary-General of the Permanent Court of Arbitration (PCA) within thirty (30) calendar days following a request by the first Party to take action or the arbitrators selected by the Parties.

The three arbitrators thus appointed shall constitute the Arbitral Tribunal.

(ii) Independence and impartiality of the arbitrators

Only persons who are independent of the Parties and of their legal counsel may serve as arbitrators.

Each arbitrator shall sign a declaration of independence in which he/she undertakes to abide by the rules of good conduct set out therein and sets out, in writing, any facts and circumstances that could lead any of the Parties to doubt his/her independence. The Parties shall have twenty (20) calendar days following receipt of each arbitrator's declaration of independence to make any comments.

Moreover, an arbitrator shall immediately disclose in writing to the Parties any facts or circumstances of a similar nature to those referred to in the preceding paragraph which may arise during the arbitration.

(iii) Challenge and replacement of arbitrators

a. Challenge

Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to his/her impartiality or independence.

A Party who intends to challenge an arbitrator shall send notice of his/her challenge within twenty (20) calendar days after the declaration of independence of the challenged arbitrator has been notified to the challenging Party or within twenty (20) calendar days after the circumstances referred to in paragraph (3) (ii) § 3 above became known to that Party.

The challenge shall be notified to the other Party, to the arbitrator who is challenged and to the other members of the Arbitral Tribunal. The notification shall be in writing and shall state the reasons for the challenge.

When an arbitrator has been challenged by one Party, the other Party may agree to the challenge; in that case the arbitrator shall be required to withdraw. The challenged arbitrator may also withdraw voluntarily. In neither case does this imply acceptance of the validity of the grounds for the challenge.

If the other Party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge shall be a matter for the Secretariat of the Permanent Court of Arbitration. The Court shall decide on the admissibility and on the merits of the challenge after it has afforded an opportunity for the arbitrator concerned, the other Parties and the other members of the Arbitral Tribunal to comment in writing within a specified period of time. Such comments shall be communicated to the Parties and to the arbitrators, who may respond to them within the time period specified by the Secretariat of the Permanent Court of Arbitration.

b. Replacement

In the event of an arbitrator's death, challenge, accepted withdrawal, resignation, or if there is a cause preventing him from fulfilling his duties, or upon request of all Parties, the arbitrator shall be replaced.

Any new arbitrator shall be nominated by the Secretariat of the Permanent Court of Arbitration within thirty (30) calendar days following a request by the first Party to take action or the remaining arbitrators.

(4) Procedural rules

(i) Terms of Reference

The Arbitral Tribunal shall draw up its Terms of Reference, signed for acceptance by the Parties and the arbitrators, and including at least the following :

- (i) rules of procedure setting out the procedural rules expressly stipulated herein, and also setting out procedural formalities not expressly provided for under the terms of this Decision;
- (ii) a summary of the facts and claims of each Party;
- (iii) the arbitrators' signed declarations of independence.

If the Arbitral Tribunal finds it necessary, during the proceedings, to take decisions regarding their organization (by means of "**Procedural orders**"), the Arbitral Tribunal shall take the decision it deems most appropriate with a view to the sound management of the proceedings, whilst ensuring that the Parties are treated equally and that each Party is given the opportunity of presenting his/her case. However, under no circumstances, except with the agreement of the Parties, shall there be any derogations from the rules expressly stipulated under the terms of this Decision.

(ii) Place of arbitration

The Arbitral Tribunal shall meet at the headquarters of the Customs Co-operation Council in Brussels (Belgium).

(iii) Law applicable

The Arbitral Tribunal shall decide the dispute or claim by application of the standards laid down by the WCO and, failing that, by Belgian law or, if appropriate, the law designated by application of the rules of private international law as applied in Belgium. The Parties agree that under no circumstances shall the Arbitral Tribunal take its decision on the basis of equitable principles, assume the powers of an *amiable compositeur* or decide *ex aequo et bono*.

(iv) Language of the arbitration

The arbitration proceedings shall take place in one of the official languages of the WCO (English, French), as determined by the Parties.

(v) Witness statements and experts

If either Party so requests, at any appropriate stage of the proceedings the Arbitral Tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument.

(vi) Interim measures of protection

The Arbitral Tribunal may, at the request of either Party, take any interim measures it deems necessary to preserve the respective rights of either Party or in respect of the matter in dispute.

Such interim measures may be established in the form of an interim award. The Arbitral Tribunal shall be entitled to require security for the costs of such measures.

A request for interim measures addressed by either Party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

(vii) Settlement during proceedings

If, before the award is made, the Parties agree on a settlement of the dispute, the Arbitral Tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both Parties and accepted by the Tribunal, record the settlement in the form of an arbitral award on agreed terms.

(viii) Costs and expenses of arbitration

a. Advance(s)

An advance payment shall be made in respect of the costs of arbitration; it shall be estimated by the Arbitral Tribunal on the basis of the amount of the principal claims and of any counterclaims, according to the Scale of Arbitration Costs of the Belgian Centre for Arbitration and Mediation (CEPANI) in effect on the date of Notice of arbitration.

b. Attribution

The Arbitral Tribunal shall decide upon the final amount of the costs of arbitration in the framework of the final award, in the light of the services rendered and the costs incurred.

Unless the Parties agree otherwise, in principle the costs of arbitration shall be divided equally between the Parties. However, the Arbitral Tribunal may decide on a different apportionment of the costs if it determines that this is reasonable taking into account the circumstances of the case, provided however that it states the reasons for this decision.

Unless the Parties agree otherwise, each Party shall bear the costs it has incurred for legal representation and assistance. However, the Arbitral Tribunal, taking into account the circumstances of the case, shall be free to determine which Party shall bear such costs or may apportion them between the Parties if it determines that this is reasonable, provided however that it states the reasons for this decision.

(ix) Confidentiality

The Parties and the arbitrators undertake to ensure the confidentiality of the arbitral proceedings.

(5) Arbitral Award

(i) Final award, stating the reasons on which it is based

No later than three (3) months after the closing of the proceedings, the Arbitral Tribunal, by majority decision, shall render its final award, stating the factual and legal grounds on which it is based, and communicate it to the Parties.

The Parties agree to accept the arbitral award rendered in accordance with the foregoing provisions as constituting final settlement of the claim or dispute.

The award may be made public, in whole or in part, only with the consent of both Parties unless the Arbitral Tribunal decides otherwise, stating the reasons for its decision, following a specific request made by a Party in the framework of the arbitral proceedings.

(ii) Interpretation of the award

Within twenty (20) calendar days after receipt of the final award or of the corrections made thereto in application of paragraph 5 (iii) below, either Party, with notice to the other Party, may request that the Arbitral Tribunal give an interpretation of the award. The interpretation shall be given in writing within twenty (20) calendar days after receipt of the request. The interpretation shall form part of the award.

(iii) Correction of the award

Within twenty (20) calendar days after receipt of the final award or of the interpretation given thereof in application of paragraph 5 (ii) above, either Party, with notice to the other Party, may request the Arbitral Tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of a similar nature. The Arbitral Tribunal may, within twenty (20) calendar days after the communication of the award to the Parties, make such corrections on its own initiative.

(6) Privileges and immunities

The Council declares that no provision contained in the present arbitration clause will be considered by it as a waiver, either explicit or implicit, of any privilege or immunity which it may enjoy in law or by virtue of its statute. ”

ANNEX III – Meetings List
