

## **SUPPLEMENTARY AGREEMENT**

between  
the International Association of Conference Interpreters (AIIC)  
and  
the Council of Europe

### **APPENDIX I**

#### **Rule No. 1201 of 24 November 2004, specifying the conditions of employment of conference interpreters paid on a daily basis**

The Secretary General of the Council of Europe,

**HAVING REGARD TO** Article 1.2 of the Staff Regulations;

**WHEREAS** it is appropriate to stipulate the conditions of employment of conference interpreters paid on a daily basis;

The Staff Committee having been consulted, in accordance with Article 5 paragraph 3 of the Regulations on Staff Participation (Appendix I to the Staff Regulations),

#### **DECIDES**

##### **Article 1**

Conference interpreters who are paid on a daily basis (hereunder referred to as "interpreters") shall be, for the duration of their employment by the Council of Europe, temporary staff subject to the authority of the Secretary General.

##### **Article 2**

Interpreters shall perform their duties and regulate their conduct bearing in mind exclusively the Council of Europe's interests, neither seeking nor accepting instructions from any government, or from any authority, organisation or person outside the Council. They shall observe absolute discretion in respect of the confidential information that comes to their knowledge in the course of their duties.

##### **Article 3**

Interpreters shall be engaged for specified periods on the basis of contracts that begin on the starting date and end, without notice, on the date stipulated in the contract.

##### **Article 4**

The following provisions of the Staff Regulations shall apply to interpreters:

- Article 2 on hierarchical authority;
- Article 3 on non-discrimination;
- Articles 6, 7 and 10 on staff participation and representation, account being taken of the conditions in respect of length of service laid down by the Regulations on Staff Participation (Appendix I to the Staff Regulations);
- Article 24 on retirement age;
- the provisions of Part III on the duties and obligations of staff, with the exception of Articles 25 paragraph 1, 29 and 32;
- Articles 40 on protection of staff members in their official capacity, 47 on freedom of association, and 48 on certificates of employment;

- Articles 59 to 61 on dispute procedures.

The following privileges and immunities, for which Article 18.a and b of the General Agreement on the Privileges and Immunities of the Council of Europe provides, shall be granted to interpreters, in the interest of the Council:

- immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity and within the limit of their authority (Article 18.a);
- exemption from taxation on the salaries and emoluments paid to them (Article 18.b).

#### **Article 5**

Interpreters shall be category L staff according to the provisions of the Agreement with the AIIC.

#### **Article 6**

Interpreters shall be subject to French social security legislation, with the exception of those who declare themselves to be affiliated on an individual basis to a health insurance scheme during the period of their employment by the Council of Europe.

For interpreters resident in France, this scheme shall fall within the French social security system.

#### **Article 7**

The specific conditions of employment of interpreters are also the subject of the Agreement concluded between the AIIC and the Co-ordinated Organisations, as well as the Additional Protocol concluded between the AIIC and the Council of Europe.

#### **Article 8**

The age limit for which Article 24 of the Staff Regulations provides shall not apply to the interpreters who were employed in 2004, who shall be able to benefit from employment contracts up to the age of 70.

#### **Article 9**

This Rule shall come into force on the date of its adoption.

Done in Strasbourg, on 24 November 2004

Terry Davis  
Secretary General

N.B. Upon the entry into force of the 2014-2018 Agreement, the exception referred to in Article 8 of Rule 1201 of 24 November 2004 shall be applicable to all interpreters paid per day, who may be recruited up to the age of 70 years.

## **APPENDIX II**

### **Application of Article 6.2 of the Agreement**

#### **LIST OF MEETINGS WARRANTING A LARGE TEAM OF INTERPRETERS AT THE HIGHER RATE**

##### **A. AT HIGHER RATE I (160%)**

- Hearings and deliberations of the European Court of Human Rights
- Part-sessions of the Parliamentary Assembly
- Conferences, symposia and seminars the interpretation of which is webcast
- Meetings lasting more than ten hours.

##### **B. AT HIGHER RATE II (153%)**

- Administrative Tribunal hearings of more than two hours' scheduled duration
- European Pharmacopoeia and assimilate meetings (cosmetics, packaging, transfusion);
- Pompidou Group, except the Bureau and Permanent Correspondents
- CM-DH, except the last day devoted purely to adoption of decisions
- Conferences of Specialised Ministers
- Bern Convention, except the Bureau
- Conferences, symposia and seminars in the scientific co-operation field (for example, "Major Hazards")
- Certain meetings for the drafting of specialised conventions
- As a rule, any technical or scientific meeting presenting particular difficulties, such as the systematic interpretation of documents being read out. The reclassification on this ground of a meeting from basic rate to higher rate II shall be carried out on the decision of the Head of the Interpretation Department.

## **2. CONSECUTIVE OR WHISPERED INTERPRETATION**

The daily remuneration shall be twice the basic rate in the case of a meeting at which interpretation is provided entirely in the form of consecutive/whispered interpreting by a single interpreter, in the case of a sitting lasting at least three and a half hours.

**APPENDIX III**

**Travel expenses claim form**

SECRETARIAT GENERAL

DIRECTORATE GENERAL OF ADMINISTRATION  
DIRECTORATE OF PROGRAMME, FINANCE & LINGUISTIC SERVICES

COUNCIL OF EUROPE



CONSEIL DE L'EUROPE

INTERPRETATION DEPARTMENT

**Certificate of work to be returned to the Interpretation Division AFTER the meeting  
EXPENSES CLAIM FORM**

IF Reference: - - - -

Interpreter Ref #:

Professional address:

Contract #:

Insurance :

Status :

Strasbourg, le 14 septembre 2017

Further to your discussions with the Council of Europe Secretariat, I am writing to confirm your engagement as an interpreter for the following meeting:

Purchase Order:

Title:

Place:

Room:

Date and time: from at until at (subject to confirmation)

Language regime: into

Interpreter's languages: into

Remuneration rate:

Daily subsistence allowance rate<sup>1</sup>:

This engagement is governed by the Agreement concluded between the Co-ordinated Organisations and the International Association of Conference Interpreters (AIIC) and the Additional Protocol to this Agreement concluded between the Council of Europe and the AIIC, copies of which have been sent to you.

The holder of the present contract is under the authority of, and answerable to, the Secretary General. In discharging his or her duties, he or she must neither seek nor receive instructions from any government or other outside authority. He or she is bound to observe professional secrecy.

An insurance has been taken out with the Company CHARTIS (ex. AIG EUROPE) (contract nr 2.004.761) covering specific travel-related risks you may encounter during the meeting and the journey from your home to the place of the meeting and vice-versa; you may use the telephone line: +32 3 253 69 16 (or fax 32 2 252 69 58) for any other information and in case of emergency.

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<sup>1</sup> Taux en vigueur au moment de l'émission du contrat

**Travel arrangements:**

OUTWARD JOURNEY	MEANS OF TRANSPORT	DATE	DEPARTURE TIME	AMOUNT PAID
TRAIN				
AIR				
PRIVATE CAR				
BUS				
TAXI				
HIRE CAR				
VISA COSTS				

RETURN JOURNEY	MEANS OF TRANSPORT	DATE	ARRIVAL TIME	AMOUNT PAID
TRAIN				
AIR				
PRIVATE CAR				
BUS				
TAXI				
HIRE CAR				
VISA COSTS				

For journeys by rail please stipulate the train's departure and arrival times; the increment will be included in calculation of the refund (Article 14 of the Supplementary Agreement COE-AIIC)

For journeys by air please stipulate the flight departure and arrival times; the increment will be included in calculation of the refund (Article 14 of the Supplementary Agreement COE-AIIC)

For journeys by car please stipulate the times of departure from and arrival at your home address

If a car journey is shared, please provide the following information:

Driver's surname and first name: .....

Passenger's (s) surname(s) and first name(s): .....

Journeys by bus solely concern travel outside city limits, except for airport shuttles

For journeys by taxi, see article 8(2) of the Supplementary Agreement between the CoE and AIIC: applicable solely where the taxi is a substitute means of public transport.

For journeys by car hire, see Articles 8(3) and 10(c) of the Supplementary Agreement between the COE and AIIC.

Remarques / commentaires (réservés à l'Administration): .....

**Exceptional expenses incurred (article 9(2) of the Supplementary Agreement between the CoE and AIIC)**

Nature of expenditure .....

Amount : .....

Observations (for use by Administration): .....

**Dérogation transport !:**

1)	I declare on my honour that my travel arrangements were as indicated above and I am unable to provide my ticket for the following reason <sup>(*)</sup> .....
2)	I have declared above that I used a route and/or means of transport other than that (those) authorised and I accept the fixed sum.
3)	In agreement with the Head of Interpretation Department's, I used a route and/or means of transport other than that (those) authorised and I request a refund on this basis.
4)	The conditions for sharing of expenses with ..... are met for a contract with this Organisation beginning on ..... and ending on ..... Enclose, if possible, documentation setting out the expenditure sharing arrangements

<sup>(\*)</sup> only one lost ticket per calendar year will be accepted.

<sup>1</sup> Tick the relevant box

**Reimbursement of daily subsistence allowances:**

Date and time of end of meeting, as notified by the interpreter .....

Is an increase in the allowance requested?

(Article 16 of the Supplementary Agreement between the CoE and AIIC):    YES                    NO

Observations (for use by Administration): .....

**Costs paid by the Organisation, by a government or by another body (article 17 of the Supplementary Agreement between the CoE and AIIC):**

Number of meals: .....

Number of nights' accommodation:.....

**Documents to be supplied:**

For journeys by air: ticket, boarding cards, invoices or electronic ticket stating the route and the amount paid

For journeys by rail: ticket, invoice or electronic ticket stating the route and the amount paid

Sleeper, taxi, hire car, visa costs: invoices or receipts

Copy of the claim for an advance of expenses

Original hotel bills, failing which, the subsistence allowance will be reduced by 50%.

**Return of claim forms:**

Interpreters must return expenses claim forms with the corresponding documents to the secretariat of the interpretation department immediately after the end of the meeting.

Observations by the interpreter, if any: .....

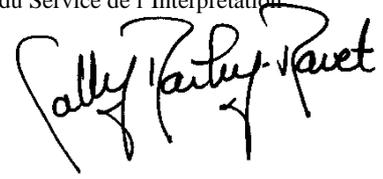
Read and approved

Date and Signature

.....

Box reserved for the Administration																						
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Au nom du Secrétaire Général  
S. BAILEY  
Le Chef du Service de l'Interprétation



## EXPENSES CLAIM FORM: EXPLANATORY NOTE

The contract states the amount of the subsistence allowance in force at the time of issue of the contract; the final payment will naturally take account of the updated rate of subsistence allowance due.

- **Travel arrangements:** Interpreters should indicate their real travel arrangements and the amounts actually paid.
- **Exceptional expenses incurred:** In case of exceptionally high expenses that cannot be covered on a flat-rate basis by the subsistence allowance, they may be refunded on submission of all the relevant receipts, subject to special approval from the Head of the Interpretation Department, in which case a sum equal to 10% of the total subsistence allowance shall be deducted from the amount reimbursed.
- **Transport exceptions:** This section mentions four possible cases for departure from the authorised travel arrangements mentioned on the contract :
  - 1) applicable where the interpreter is unable to provide the ticket (season ticket,...). Only one lost ticket per calendar year will be accepted;
  - 2) applicable where, without the secretariat having been informed beforehand :
    - the interpreter's outward or return journey was from or to a place other than his/her professional address ;
    - the means of transport differed from that authorised on the contract ;
    - or the interpreter chose to travel at different times for reasons of personal convenience.
  - 3) applicable where, in agreement with the Head of the Interpretation Department :
    - the interpreter's outward or return journey was from or to a place other than his/her professional address ;
    - or the means of transport differed from that authorised on the contract.
  - 4) applicable where the travel expenses are shared with another organisation. All cost sharing requests should be submitted to the Head of the Interpretation Department as soon as possible.
- **Reimbursement of daily subsistence allowances:** Interpreters should confirm the date and time of the end of the meeting for checking against the information provided on the contract.

The line concerning a request for an increase must systematically be completed with YES or NO; the staff dealing with the settlement of expenses will take this into account to calculate the final amount due as regards the subsistence allowance, in agreement with the meeting organisers or the Head of the Interpretation Department.

- **Cost paid by the Organisation, a government or another body:** Interpreters should state the number of meals and/or nights' accommodation provided to them free of charge while on an official journey.
- **Documents to be supplied:** All the documents listed here must be submitted, in a single batch, together with the expenses claim form. If for tax purposes, the interpreter needs to keep the original documents, he/she shall make sure he/she is given two original copies of the documents.
- **Return of claim form:** Interpreters' compliance with these instructions will enable the Organisation to expedite the calculation and payment of the expenses due. Two months after the end of the financial year, on the last day of the month of February, reimbursement of claims will no longer be possible.
- **Box reserved for use by Administration:** Interpreters must not enter any information in this part of the form.