

## SPECIMEN

### THIS INTERPRETING SERVICES CONTRACT

is made and entered into this ... day of ... in Trieste, ITALY

BETWEEN:

1. Limited (please enter full company name, official / registered office address and company / registered number)

- (the "Client") **of the first part,**

and

Mark Nazzari di Calabiana WILLAN (t/a NAZZARI WILLAN, of Via Tiepolo 7, 34143 TRIESTE, ITALY, Italian Tax Code WLLMKN53E01Z114U, V.A.T. Reg. No. IT01351020324) - (the "Interpreter" and when acting jointly with others as "Interpreters"), **of the other part**

(The Client shall be referred to jointly with the Interpreters, as the "Parties").

The signatories to this Contract for the Client are duly authorised representatives of the Client, with the power and authority to enter into this Contract.

CONTACTS:

- The Client shall be represented by who shall be the contact person responsible for communicating with the Interpreters (please insert email address); any written or oral communication or notice, including but not limited to Interpreters' invoices, addressed to the contact persons as per the above details shall be deemed duly communicated to and received by, the Client;

- and

- The Interpreter (Team) shall be represented by Mark Nazzari di Calabiana WILLAN (who shall act as team leader and shall co-ordinate the Assignment including allocating work between the Interpreter Team). Mark Nazzari di Calabiana WILLAN shall be the contact person who shall communicate with the Client on behalf of the Interpreter Team (mark.w@euterpretasian.com).

Parties intend this Contract to form, and understand that it forms, a legally valid, binding and enforceable agreement between them.

**It is hereby agreed as follows:**

2. a) The Client engages the services of the Interpreters to provide *State languages A <> B, and C <> D* etc. (please insert interpreting mode: consecutive, simultaneous, remote) interpreting at (please insert: meetings / negotiations, conference, hearings, etc), to be held at (please insert location/venue) on ... (please insert dates) inclusive, i.e. a total of

*number* working days (“the Event”) (using interpreting equipment provided by the Client at the Client's own risk and expense).

2. b) The Interpreters shall not be held liable for any technical malfunction or human error on the part of the technicians / engineers retained by the Client, that may render the equipment inoperable and/or unfit for purpose.

Any equipment provided by the Client shall comply with ISO Standards 2603, 20108, 20109, 24019 and 4043.

The Client shall indemnify and hold the Interpreters harmless against any and all claims that may arise in the event that the platform, equipment and/or technicians instructed by the Client suffer or cause any loss of connectivity or breach of data security and confidentiality.

2. c) For the avoidance of doubt, Interpreters shall only be required to provide the mode of interpreting listed above; in addition, the Interpreters *shall / shall not* be expected or required to deliver “whispered” interpreting (“*chuchotage*”) or summarise what is being said by the various parties in the course of any meetings / proceedings / hearings.

The dates and the mode of interpreting, as set out above, shall be material terms of this Contract and, as such, not subject to change.

3. a) The Client agrees to pay each Interpreter the amount of £XXX for each work day of up to eight (8) hours, including at least a one-hour lunch break during which break Interpreters shall not be required to do any interpreting or other work for the Client (“Daily Fee”). For the avoidance of doubt, any further breaks during the working day, including but not limited to coffee breaks, shall be optional, at the discretion of the Client, and shall not count toward the above lunch break.

3. b) For every hour or portion of an hour in excess of the eight hours referred to above, or where there has been no lunch break or a reduced break to that set out above, a further £YYY shall be payable (“Overtime Fee”).

For the avoidance of doubt, in the event of the elimination or reduction of the stipulated one-hour lunch break because of the exigencies of the service, a further £YYY will be payable.

3. c) The Interpreters shall be responsible for their own scheduling and shall, as a rule, work in pairs, in 20-30 minute shifts for simultaneous and 1-3 hour shifts for consecutive interpreting.

However, when only one Interpreter is available to do consecutive interpreting (be it because the Client has requested one interpreter or because the Interpreters can only field one), or when, in exceptional circumstances, one of the two Interpreters is required to assist a witness in cross-examination for any length of time whatsoever while the other Interpreter concurrently provides simultaneous interpreting, a Daily Fee of £ZZZ and an hourly Overtime Fee of £VVV per Interpreter shall apply.

3. d) For work at weekends, statutory, bank and public holidays and/or for evening and night work after 9pm, the Daily Fee and Overtime shall be further increased by 50%.

3. e) The Client further agrees to provide each Interpreter, in good time, with all the preparatory and background materials in hard copy, including pre-hearing materials, necessary for the Interpreter to properly prepare for the Job (“Reading-In”), and shall pay each Interpreter £QQQ for every hour actually spent by Interpreter reviewing the materials (“Reading-In Fee”) (*together, the “Fee”, “Fee Formula”*). The Reading-In materials shall (in legal cases) include at least the Pleadings (Particulars

of Claim / Statement of Case, Defence and any Counterclaim, Reply etc), the relevant Witness Statements & Expert Witness Reports, Chronology, Openings and Closings, Dramatis Personae, any Skeletons, agreed Glossaries of Terms etc – both in *State languages A <> B*, and *C<>D* etc.

Interpreters shall also be provided in good time with any event / hearing timetables, orders of witnesses and experts to be cross-examined and lists of all the participants and attendees, including the names of the Judge / Arbitrator / members of the Tribunal, Parties' counsel, solicitors etc.

The Client shall procure that any and all documents being put to any witnesses / delegates and/or handed up to the Court / Tribunal and/or any of the parties, including documents created in the course of the event / hearings, are made available to the Interpreters at the same time.

The Client shall arrange for a *LiveNote* (or similar) real-time transcription screen to be available for the Interpreters in the booth and in any witness box.

For the avoidance of doubt, should *LiveNote* be used at hearings, at least one screen shall also be made available to the Interpreters.

If and when cross-examination of (expert) witnesses begins, the Client shall procure to have an assistant on hand to aid the Interpreters with the documents being put to the witnesses, both in *State languages A <> B*, and *C<>D* etc. (in hard copy).

The Client shall make a break-out room available to the Interpreters for their exclusive use throughout the duration of the hearing /event.

3. f) Copyright and all other intellectual property rights in the interpretation shall be vested in the Interpreters.

Save for the recording of proceedings by a Court, the Client shall not make any sound or other recording of the Interpreters' work product unless the Interpreters give the Client their written consent for the recording and/or issue of copies to the public. The Interpreters may ask for a license fee to be paid as a condition for such consent being granted.

3. g) For assignments outside of Italy, the Client shall compensate Interpreter's reasonable expenses including but not limited to, travel (in economy class, or second class train / Eurostar prepaid), terminal expenses and accommodation (four-star hotel or equivalent prepaid).

3. h) The Client shall pay Interpreters a daily subsistence allowance (“DSA”) (United Nations rates <https://icsc.un.org/> - to apply, unless agreed otherwise).

3. i) The Client shall pay Interpreters an allowance for loss of earnings during travel (“*manque-à-gagner*”, “MAG”) in the amount of one half day’s Daily Fee+DSA for the outbound & inbound journeys of up to four hours and in the amount on full days’ Daily Fee+DSA for the outbound & inbound journeys of four or more hours.

For the purposes of this Clause 3, any Event, assignment or part thereof shall be deemed to commence at the time when the respective Interpreter is required by the Client to report for duty and finish at the time when the Client releases the Interpreter from duty.

The Interpreters shall charge VAT in addition to all the amounts stated in this paragraph, as applicable.

4. The Fee (being the total of the Daily Fee, the Reading-In Fee, any Overtime Fee, any DSA and any MAG) shall be payable net within 15 banking days of the invoices being sent by the respective Interpreter to the Client (via e-mail, fax or post at the Interpreter’s discretion), in immediately

available funds to the Interpreter by wire transfer/remittance to such account as the Interpreter may notify the Client, without set-off and without any deductions. For the avoidance of doubt, a) the Client hereby undertakes to refrain from making any payments by cheque; b) any and all bank charges, deductions and/or withholdings of any nature whatsoever, including but not limited to any tax that may have to be withheld pursuant to applicable laws, shall be at the Client's expense. The Interpreter shall retain the right to levy chargeable interest of 8.75% *per annum* on overdue bills over 15 days from date of issue, on top of any statutory fixed debt recovery charge.

The Interpreters shall be free to invoice the Client as soon as the Event has been completed or, in case of long-term assignments, at 30-day intervals after the Job has commenced, whichever comes first.

5. Cancellation policy. Should the Event or any part thereof be cancelled by the Client 100 calendar days or fewer prior to the date on which it was scheduled to commence, the full amount of the Fee as per 3 above shall be payable. Should the Event or any part thereof be cancelled more than 100 but less than 140 calendar days prior to the date on which it was scheduled to begin, 50% of the Fee shall be payable. The Parties understand and hereby expressly agree that no payments under this clause shall constitute, or may be construed as a penalty clause but represent a fair reflection of the losses actually incurred by the Interpreter if the assignment is lost.

6. The Parties further agree that on the dates when Interpreters have prior or unavoidable commitments, they will be replaced by colleagues nominated by them and approved by the Client acting reasonably ("Substitute Interpreters", "SIs"). Such SIs shall work under the same rules, terms and conditions as those set forth herein for the Interpreters. The Client hereby confirms that SIs shall submit their own invoices and that the Client shall pay the SIs' invoices directly, on the same terms and within the same time frame as those set forth in 3 - 5 above.

7. This Contract (including any question as to its validity) shall be governed by and construed in accordance with, the laws of England and Wales. The Parties hereby submit any dispute arising out of or in connection with this agreement to the non-exclusive jurisdiction of the Courts of England and Wales.

8. This Contract may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

**[9. In the event that there are multiple Clients / joint instructions:**

Party 1 and Party 2 shall be jointly and severally liable for the Fees in equal shares / in the following proportions (unless otherwise agreed by the Parties and communicated to the Interpreters in writing):

...

In the event that either Party 1 or Party 2 should default on their obligation to pay the Interpreter as per Clauses 2 to 5 above, by signing below both Party 1 and Party 2 acknowledge and accept their joint and several liability to the Interpreter(s) for any outstanding amount not paid by the other Party. For the avoidance of doubt, should Party 1, for example, fail to pay the Interpreter in full then Party 2 shall be liable for the full amount due to the Interpreter(s).

Any and all correspondence, including instructions issued by the Client to the Interpreters, shall be in writing and shall be mutually agreed and signed by Party 1 and Party 2 acting together]

**In Witness whereof** this Contract has been executed on the date first above written.

**Signed by**

for and on behalf of ...

Limited .....

[Partner, Director, etc...]

for and on behalf of Interpreters .....

[Mark Nazzari di Calabiana WILLAN]

info@euterpretasian.com