

**Framework Agreement No./.....
relating to the provision of interpretation services**

This Agreement is concluded between

the European Patent Organisation, which has its seat at Bob-van-Bentham-Platz 1, 80469 Munich, Germany,
acting through the European Patent Office,

hereinafter referred to as the "**EPO**",

and

.....

whose place of business is at

..... (registered in the commercial register under No.),

hereinafter referred to as the "**Contractor**".

The EPO and the Contractor are hereinafter referred to individually also as "**Party**" and jointly as the "**Parties**".

Preamble

To assist the EPO in fulfilling its various responsibilities and tasks, the EPO wishes to supplement its own resources by using the know-how, expertise and capacity of external conference interpreters. To this end, it wishes to commission the Contractor to provide, in accordance with the framework conditions set out here, interpretation services to be specified in more detail in one or more individual commissions. The Contractor has the expertise necessary to provide the desired interpretation services and is willing to provide them as specified in this Framework Agreement and in the relevant individual commissions.

Considering the above, the EPO and the Contractor conclude the following Framework Agreement on the provision of interpretation services ("**Agreement**").

1. Subject-matter of the Agreement

- 1.1 This Agreement entitles the EPO to obtain from the Contractor, in accordance with the framework conditions set out here and specified in more detail in the relevant individual commission or commissions, interpretation services and preparatory and support services, such services and products being jointly referred to as "**Interpretation Services**".
- 1.2. The duties and obligations of the Contractor are further defined in the Technical Conditions ("Technical Conditions", **Annex 2**).
- 1.3 The Contractor shall be obliged to fulfil their duties and obligations under this Agreement personally, unless any good reason such as *force majeure*, sickness or the like discharges them. If the Contractor is prevented from fulfilling a commission for good cause, they must inform the EPO immediately and use their best endeavours to find another EPO-accredited interpreter with at least the same qualifications who could act as a replacement, insofar as this can be reasonably expected of them. This replacement requires the consent of the EPO.
- 1.4 The Interpretation Services shall be provided by the Contractor in close co-operation with the EPO.
- 1.5 This Agreement and its execution shall not give rise either to employment on a permanent or contractual basis under the Service Regulations or other conditions of employment of the European Patent Office,

or to an employment relationship under national law relating to employment insurance and social insurance. Accordingly, the EPO shall not provide insurance for sickness or accident and shall not pay contributions of any kind to pension insurance, health insurance and unemployment insurance. The EPO shall not make any deduction for income tax. The Contractor is fully and solely responsible for any insurances, taxes and contributions in relation to this Agreement.

- 1.6 The Contractor assures the EPO that, as an entrepreneur or a freelance professional, they essentially decide freely on their activities, working hours and clients, source major income from different clients and use their own equipment. The Contractor shall not provide Interpretation Services for more than 70 (seventy) days in any given calendar year to the EPO.
- 1.7 The Contractor, as an entrepreneur, understands that they take entrepreneurial risks and that they do not enjoy a right, by virtue of this contract, to payment during illness. The Contractor must promptly inform the EPO in the event of a change in their circumstances in this regard.
- 1.8 The Contractor has to ensure that they have professional liability insurance providing coverage for the activities under this Agreement. They shall provide evidence of the insurance, if so requested by the EPO.
- 1.9 The Contractor will provide remote simultaneous interpreting and, when required, in-person simultaneous interpreting (only required for occasional in-person meetings).

2. Commissioning

- 2.1 To commission one or more specific Interpretation Services from the Contractor, the Parties will use a commission form. An individual commission is placed on the Contractor's acceptance of a commission form transmitted by the EPO. The individual commission sets out the detailed requirements for provision of the Interpretation Service in question and defines the scope of specific performance agreed within the framework laid down in this Agreement, the terms of which take precedence over any conflicting arrangements specified in an individual commission.

Assignments may initially be for particular days rather than specific meetings in order to secure Interpretation Services for anticipated needs. Precise meeting details will be communicated at the latest two weeks before an assignment to allow for thorough preparation of the case file.

The most versatile interpreters in terms of language combinations and experience will most likely receive more assignments. All interpreters will receive assignments based on the principles of transparency, equal treatment and fair competition.

- 2.2 The EPO is not obliged to place a minimum number of individual commissions. So long as the EPO has not placed an individual commission, or does not place subsequent orders after any order, the Contractor is not entitled to claim either remuneration or damages.

3. Timeframe for performance

The Contractor undertakes to perform the Interpretation Services on the dates and from the start time specified in the relevant individual commission.

Each assignment day will normally be nine hours maximum as of the time the Contractor is required to be available (i.e. for the technical check or briefing).

The EPO reserves the right to change and cancel a specific assignment and offer another meeting on the same day, which the interpreter is free to accept or decline. However, no cancellation fee will be paid if the interpreter declines the offer.

4. Fee, expenses and payment

- 4.1 Fee

- 4.1.1 The fee for each Interpretation Service provided by the Contractor must be agreed in advance either as a fixed price or on the basis of an hourly/daily rate. The hourly/daily rates must not exceed those indicated by the Contractor in their offer (**Annex 3**).
- 4.1.2 An Interpretation Service is considered remunerated on payment of the fixed price or the amount calculated at the daily/hourly rate specified for that service. The Contractor is not entitled to claim any remuneration over and above these amounts except for the additional hours required above nine hours per day during oral proceedings and Administrative Council meetings, as specified in their offer (Annex 3).
- 4.1.3 For each oral proceedings assignment and each Administrative Council meeting assignment, independent of the number of days of the assignment, the Contractor is entitled to claim one preparation fee, as specified in their offer (Annex 3). If the assignment is cancelled by the EPO more than six weeks before the first day of the assignment, the preparation fee may not be claimed. A maximum of one preparation fee may be claimed for a given day.
- 4.1.4 If the EPO cancels an assignment less than six weeks before the first day of the assignment, the Contractor is entitled to a full daily fee as a cancellation fee, provided they confirm that they cannot find an alternative assignment from another client for the days concerned. If so, they remain available on the original days for ad hoc assignments from the EPO.
- 4.1.5 The fees as defined above shall be fixed from 1 January 2025 until 31 December 2025. Thereafter, the fees shall be adjusted annually by applying the "HICP - Overall index, Euro area (changing composition), Monthly for the month October", as published by the European Central Bank on its official website. Possible adjustments published by the European Central Bank at a later stage will be disregarded and not be applied retroactively.

4.2 Travel and subsistence expenses

- 4.2.1 Contractors who, at the EPO's request, travel to an on-site event at a venue more than 100 kilometres from their professional domicile are entitled to a daily subsistence lump sum for each working day, as specified in their offer (Annex 3). For days where the Contractor only travels to or from the venue of an in-person meeting, half the basic daily fee and half the subsistence lump sum are payable.
- 4.2.2 Where the Contractor is entitled under the relevant individual commission to reimbursement for travel and subsistence expenses, they will be reimbursed as follows:
- (1) If the Contractor's professional domicile is more than 100 kilometres from the on-site event to which they travel, travel costs will be paid.
 - (2) The EPO reimburses travel expenses between the Contractor's professional domicile and the venue of the on-site event on the following basis:
 - for travel by air, the actual fare up to a maximum amount equivalent to the lowest flexible re-bookable fare
 - for travel by train, up to the re-bookable first-class ICE fare
 - for travel by car, a kilometric allowance, as indicated by the Contractor in their offer (see Annex 3).
 - (3) If the EPO assigns a Contractor outside their professional domicile for a two- or multiple-day on-site event that ends early, the subsistence lump sum will only be paid until the point in time when the Contractor would arrive home having taken the first appropriate travel option. Any hotel cancellation fees resulting from the early departure are reimbursed by the EPO on presentation of invoices.
 - (4) If a Contractor for an on-site event misses their last flight or train back to their professional domicile due to an assignment lasting longer than nine hours, they will additionally be paid half the subsistence lump sum and half the basic daily fee.

(5) If the EPO cancels an assignment, the costs the Contractor has incurred due to the cancellation of a travel ticket or accommodation and which they cannot avoid or recover in any other way will be compensated by the EPO.

4.2.3 The Contractor must provide the EPO with copies of the receipts for travel expenses together with the invoice.

4.2.4 Normal daily travel expenses within the urban area of the place where the Interpretation Services are to be provided are not reimbursable.

4.2.5 The EPO will not reimburse the Contractor for any expenses other than those specified in this Agreement or the individual commission.

4.3 Payment

4.3.1 The Contractor will invoice the EPO for the agreed fixed price or, where a daily/hourly rate has been agreed, the time spent on providing the Interpretation Service, after the Interpretation Service in question has been completed (see Article 5 of this Agreement and Article 16 of the General Conditions of Contract in **Annex 1**).

4.3.2 The Contractor and the EPO agree on the process of self-billing in the context of the provision of Interpretation Services. The Contractor agrees to accept invoices issued by the self-billing system and shall not issue any additional invoices for the services covered by this Agreement. The Contractor shall maintain in the Interpreter Administration System ("IAS") up-to-date information required by the EPO to issue self-billed invoices. This includes, in particular, name, address, bank details and VAT status (if applicable). The Contractor remains responsible for fulfilling all requirements under national law, including VAT regulations.

4.3.3 Self-billed invoices shall contain all necessary information, including but not limited to, Contractor's name, address, VAT number (if applicable), description of services, quantities, unit prices, total amount due, and the date of supply. The Contractor shall confirm the invoice prepared by the IAS tool. The Contractor shall notify the EPO immediately upon identifying any discrepancies in the self-billed invoices. Invoices will be issued on a weekly basis, provided that the Contractor has had a contract for one or more days during that week, and will be payable within 30 days.

4.3.4 Any bank charges charged by the EPO's bank (sending bank) shall be borne by the EPO. Any additional bank charges charged by their own bank (receiving bank) shall be borne by the Contractor.

5. **Performance of the Agreement**

5.1 The Contractor hereby declares that they are a fully qualified interpreter, possessing the skills and expertise required for due provision of the Interpretation Services.

5.2 As far as possible, the Contractor shall be provided with all relevant information about the meeting as early as possible in order to ensure the best possible preparation and performance of the Interpretation Services. This shall include all documents that will enable the Contractor to become familiar with the subject matter and terminology.

5.3 The Contractor hereby undertakes to provide the Interpretation Services punctually, professionally and to the best of their knowledge without being bound by instructions from the EPO.

5.4 Interpreting team strength will be based on the recommendations in the applicable standard of the International Organization for Standardization and the Professional Standards of the International Association of Conference Interpreters. As a general rule, at least two interpreters will work in each booth. The number may be increased depending on the number of languages used, as well as on the meeting mode, duration and difficulty. 5.5 If the Interpretation Services are to be provided at the EPO's premises, the Contractor shall acquaint themselves with the applicable house rules (**Annex 4**) and sign the

Security Obligations (**Annex 5**). The Contractor will be held liable for any damage or costs resulting from failure to observe the house rules.

- 5.6 Interpretation, whether in-person or remote, serves to facilitate communication and does not constitute an authentic record. Only the original speech is authentic. Interventions that are (read out) too fast or where the sound quality is insufficient may have to go uninterpreted.
- 5.7 The Contractor shall be under no obligation to provide simultaneous interpretation for as long as the sound is not audible or of the requisite quality for simultaneous interpretation. The Contractor shall indicate inaudible sound without delay.
- 5.8 The Contractors who fail to be accredited, as described in point 6.2 of the Technical Conditions, will receive general feedback on their performance, before the termination of the contract.

6. Duty of confidentiality and data protection

- 6.1 The Contractor shall maintain the highest standards of professional conduct, acting faithfully, independently, impartially and with full respect for the duty of confidentiality at all times for any information or knowledge with which they come into contact through their work for the EPO. The Contractor undertakes to treat confidentially all information and data obtained by them directly or indirectly in or in connection with the performance of their contractual obligations ("**confidential information**"), not to make it available to third parties and to use it solely for the purposes of performing their contractual obligations. The Contractor is also bound by this duty of confidentiality towards staff of the EPO. The Contractor must keep access to such confidential information to the minimum necessary for the performance of the Agreement. The duty of confidentiality continues to apply even after this Agreement has ended.
- 6.2 The duty of confidentiality does not apply if and to the extent that the confidential information is or becomes publicly known or accessible other than as a result of a breach of the Agreement by the Contractor.
- 6.3 The duty of confidentiality does not apply to information which the Contractor is obliged to disclose by decision of a court, order of an administrative authority or other institution or by virtue of a statutory requirement. The Contractor bears the burden of proving such an exception to the duty of confidentiality.
- 6.4 The Contractor, i.e. "Processor", processes personal data, meaning information relating to an identified or identifiable natural person ("data subject"), on behalf of the EPO, i.e. "Controller", in the context of providing the Interpretation Services defined in this Agreement (e.g. providing interpretation, in preparation for the interpreting assignments by processing documents provided by the EPO containing personal data). The terms Processor and Controller have the meaning as defined within the applicable data protection laws and regulation, i.e. EPO data protection framework, including the [Data Protection Rules for the EPO](#).
- 6.5 The Contractor commits to protect personal data and will ensure that the personal data will be processed in a lawful and fair manner for the purposes of this Agreement. The Contractor guarantees that personal data will not be processed for purposes not defined in this Agreement.
- 6.6 The Contractor will ensure that they only process personal data that are adequate and relevant and in accordance with all applicable data protection laws and regulations.
- 6.7 The Contractor guarantees appropriate technical and organisational measures to protect personal data processed for the purposes and duration of this Agreement against accidental or unlawful access, destruction, loss, alteration, or unauthorised disclosure. Such measures may include appropriate administrative, technical, and IT and physical security measures, such as restricting who has access to personal data or providing secure storage of personal data.
- 6.8 The Contractor must assist the EPO, by appropriate technical and organisational measures, to fulfil its obligations to respond to requests for exercise of data subject rights. The Contractor must assist the EPO in any other way reasonably requested by it in ensuring compliance with its obligations under the applicable data protection regulation.

- 6.9 If the Contractor becomes aware of accidental or unlawful access, destruction, loss, alteration, or unauthorised disclosure of personal data related to this Agreement, they commit to promptly inform the EPO. The Contractor also commits to immediately take appropriate measures to secure the personal data and limit any possible adverse effects on the data subjects.
- 6.10 The Contractor will retain personal data for no longer than is necessary and appropriate for the purpose for which the data are processed. Personal data must be deleted as soon as the purpose for which they have been shared has been achieved, unless this is required under the applicable laws and only for the duration required under this law.

7. Use of the Interpretation Services

The Interpretation Services of the Contractor shall as a general rule be provided solely for direct and immediate use by the listeners; any other use of the Contractor’s work by the EPO shall require the Contractor’s consent.

An additional fee may be agreed for any further use of the Contractor’s work. The transfer of rights of use is covered by the agreed additional fee.

8. Term

- 8.1 This Agreement will enter into force on **1 January 2025** and end on **31 December 2029** ("initial term").
- 8.2 The Agreement will automatically be extended for another year ("**extension**") on expiry of the initial term, and again at the end of each such subsequent extension, unless a Party has given six weeks' advance written notice to terminate on expiry of the initial term or at the end of the current extension.
- 8.3 The foregoing provisions are without prejudice to the right under Article 19 of the General Conditions of Contract to terminate for serious cause.
- 8.4 Notice to terminate must be given in writing.
- 8.5 All individual commissions placed under this Agreement will come to an end automatically when the term of the Agreement ends; there is no need to give separate notice to terminate.

9. Communications

- 9.1 Communications from the Contractor must quote the number of this Agreement and, where applicable, the commission number and (except for self-billing, see Article 4.3.2 of this Agreement) be addressed to the following EPO contact person:

Administrative matters	Name
	Dept.
	Tel.
	Address
	
	Email

- 9.2 Communications from the EPO must quote the number of this Agreement and, where applicable, the commission number and be addressed to the following contact person appointed by the Contractor:

Administrative matters Name
 Dept.
 Tel.
 Address

 Email

Technical matters
 (if different) Name
 Dept.
 Tel.
 Address

 Email

9.3 Changes to the above names and/or addresses must be notified in writing to the other Party.

10. Annexes

The following annexes form an integral part of this Agreement and are listed in order of precedence. In case of conflict, the provisions of this Agreement have priority over all the annexes.

- Annex 1: General Conditions of Contract of the EPO with annexes, including the Arbitration Agreement (Annex A), which is to be signed separately; the Data Processing Agreement (Annex E) is not applicable;
- Annex 2: Technical Conditions;
- Annex 3: Contractor's price offer;
- Annex 4: House Rules (if applicable);
- Annex 5: Security Obligations of the Contractor (if applicable).

European Patent Organisation

.....
 Authorised person's signature

.....
 Authorised person's signature

.....
 Name and position (in block capitals)

.....
 Name and position (in block capitals)

.....
Place, date

.....
Place, date

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**Annex 1 to
Framework Agreement No./.....
on the provision of
interpretation services for ...**

**General Conditions of Contract of the EPO with annexes,
including the Arbitration Agreement (Annex A), which is to be signed separately. The Data
Processing Agreement (Annex E) is not applicable.**

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Technical Conditions

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**Annex 3 to
Framework Agreement No. /
on the provision of
interpretation services for ...**

Contractor's price offer

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House Rules

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**Security obligations of the Contractor
at the European Patent Office**

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