

GENERAL TERMS AND CONDITIONS (GTCS) FOR THE PROVISION OF INTERPRETATION SERVICES - LAST UPDATE 2021

1. GENERAL INFORMATION

Unless otherwise expressly agreed, these General Terms and Conditions (hereinafter “GTCS”) shall apply to transactions between MDPwords (“MDPwords”) and the client (“Client”) for the provision of interpretation services (“Interpretation Services”). Deviations from these GTCS shall be valid only if MDPwords acknowledges them in writing. By placing an order for Interpretation Services, the Client acknowledges and accepts these GTCS. These GTCS shall apply to all future assignments, even if the Client does not expressly agree to them. Any counter-confirmation by the Client with reference to the Client’s own terms and conditions is hereby rejected.

2. SUBJECT MATTER OF THE CONTRACT

The subject matter of the contract is the provision of the following Interpretation Services: simultaneous interpretation, consecutive interpretation, whispered interpretation and liaison interpretation. Such Interpretation Services shall be performed by the interpreters engaged by MDPwords (“Interpreters”). Interpretation Services comprise all preparation for the assignment and any follow-up work in connection therewith, based on the requirements stated by the Client (“Requirements”) and agreed upon in writing.

3. DETERMINING THE CLIENTS REQUIREMENTS

Upon conclusion of the contract, the Client shall inform MDPwords in writing of specific Requirements with regard to the desired language combinations, modes of interpretation or, as the case may be, any separate requirements which go beyond the scope of expertise of experienced Interpreters. Any modifications of such Requirements at a later date shall apply only if MDPwords has acknowledged them in writing and such writing has been duly signed by MDPwords.

4. SCOPE OF SERVICE

The Interpretation Services provided by Interpreters comprise the spoken translation of statements which have been made verbally. Such spoken translation does not apply to assignments which have not been expressly referred to in the contract. Interpretation Services do not include written translation, the recording of conference proceedings and other similar activities. Such activities shall be subject to a separate agreement. Interpretation Services also include thorough preparation for the assignment (see 2) based on the conference material provided by the Client (see 5).

Interpreters shall perform Interpretation Services diligently, in accordance with professional standards. Interpreters shall perform Interpretation Services using reasonable skill and care. No additional obligations shall be assumed.

5. INTERPRETER PREPARATION

Simultaneous interpretation: The Client shall provide MDPwords with information materials and documentation in the languages of the event early on. Such materials and documentation shall be used for preparation for subject-related and linguistic purposes. Interpreter preparation is integral to the quality of Interpretation Services and is thus dependent upon information provided by the Client (event programs, participant lists including functions, agendas, reference material from previous events, a list of relevant websites of the participating companies/institutions/associations, glossaries, directions etc.).

All preparatory materials are to be sent to MDPwords via email as soon as they are available; however; they shall be sent no later than three days before the start of the event (ideally in an MS Word file format; however, such materials are not to be sent with programs that are not compatible with MS Office).

If it is not possible to send such preparatory materials electronically, such materials are to be sent to MDPwords by courier/by mail. MDPwords must receive such materials no later than three business days before the beginning of the event.

If complete written texts are to be read aloud at the event, the Client shall ensure that MDPwords receives a copy of such texts no later than one day beforehand. Such texts shall remain with MDPwords until they have been read aloud or addressed at the event; otherwise, MDPwords shall be released from its duties to perform.

If the Client fails to provide such materials and texts or does not provide them in a timely matter or in a sufficient quantity, MDPwords shall not be liable for the quality of the Interpretation Services.

Consecutive/Whispered/Liaison interpretation: Interpreters shall be provided with background information on the discussion/meeting/negotiations prior to the assignment. The Client shall be responsible for errors arising in connection with the failure to provide such information. Preliminary discussions requested by the organizer, which take place outside of the working hours agreed upon, shall be invoiced separately in line with the fees and conditions that are customary for Interpretation Services.

6. INTERPRETATION TECHNOLOGY

Interpretation booths: Every target language shall have one interpretation booth for two Interpreters. The space required for a single booth is approximately 2 x 2 m; an additional 0.5 m is needed for opening the doors of the booth. The space required for the technician, in the immediate vicinity of the interpretation booths, is approximately 0.80 x 0.80 m. There should be approximately 1 m of space between the last row of seats and the booths. The Client shall be liable for the proper care of the interpretation equipment and all devices in connection therewith. The Client shall ensure that all headphones have been returned.

If the Client provides the interpretation technology, the Client shall ensure that such technology meets the ISO 4043 standard. The Client shall also ensure that a technician is present to attend to such technology. The interpretation booths must be set up so that it is possible to see the speaker and the meeting room directly. The use of television monitors requires the express consent of MDPwords.

Portable interpretation systems: Known as tour guide systems, such systems can be used for guided tours.

Faulty interpretation technology: MDPwords shall be exempt from the duty to perform if the interpretation equipment is deemed unsatisfactory (insufficient space, inadequate ventilation, inadequate technical facilities, inadequate insulation, functionality of the equipment). The duties of the Client shall remain unaffected.

Audio recording: Interpretation Services output is intended solely for immediate listening. Recording without prior authorization from MDPwords is prohibited. The Client shall be liable for unauthorized recordings by third parties.

When sound films and the like are to be played during the event, it is only possible to provide simultaneous interpretation of the audio commentary into other languages under the following conditions:

- The Interpreters have access to the film script beforehand, and it is possible to read the script while the film is being shown.
- Additionally, the audio output from the project must be fed into the interpretation booth directly.

7. FEES

Interpretation Services fees:

The fees charged for Interpretation Services are determined exclusively by the rates of MDPwords or, as the case may be, by the written quotations based on the recommended guidelines of Universitas Austria, the Austrian Interpreters' and Translators' Association.

Quotations shall be binding only if they are made in writing. All other quotations serve as non-binding guidelines. In general, rates for Interpretation Services are calculated according to half days or full days, it being understood that the time period in which the assignment takes place determines whether it is a half-day or full-day rate.

Time period:

08:00 - 13:00 = half day

12:00 - 19:00 = half day

11:00 - 16:00 = full day

Half-day rate = Interpreters are present at the site of the assignment for a maximum of four consecutive hours during the aforementioned the time period.

Full-day rate = Either Interpreters are present at the site of the assignment for eight hours, or, if the assignment has breaks which are part of the program, and these breaks amount to three consecutive hours, the Interpreters have an uninterrupted working time of six hours.

Half-day and full-day rates as well as overtime will be calculated on the basis of the time, set forth in writing by the Client, that the Client expects Interpreters to be present at the site of the assignment. If the assignment begins at a later time, this shall not be taken into account. Alternatively, it is possible to calculate a lump-sum fee on the basis of the hours specified in the contract. In this case, overtime is calculated when such hours have elapsed.

Organization: Unless expressly agreed in writing otherwise, organization will not be invoiced.

Overtime: Overtime will be invoiced at an hourly rate for assignments whose duration exceeds the length agreed upon. Any additional hours begun will be charged as full hours.

Days not worked: If the entire interpreting assignment does not take place on consecutive days, and this prevents Interpreters from returning to their professional domicile, the resulting days

not worked shall be invoiced.

Compensation for travel time: If Interpreters have to arrive the day before the event or leave the day after it ends, a half-day rate shall be charged for travel time.

Rights clearance: An additional half-day fee shall be invoiced per Interpreter for audio or, as the case may be, video recordings of Interpretation Services.

8. EXPENSES

For assignments outside of Vienna, all expenses incurred in connection therewith shall be borne by the Client. In particular, such expenses include, but are not limited to, travel expenses or, as the case may be, accommodation expenses that arise during the necessary time period for the particular situation. For assignments outside of Vienna, expenses shall be calculated on the basis of Interpreters' civil domicile/professional domicile.

a) Travel expenses

Depending on the method of travel selected, the following travel expenses for assignments within Austria will be invoiced: either the normal price of a 2nd class train ticket according to the ÖBB website, along with local transport costs at the site of the assignment, or the number of kilometers travelled according to the official mileage allowance plus toll fees, parking fees and the like. Taxi services are typically used to travel to and from the site of the assignment.

For connections offering attractive arrival and departure times and, at the Client's request, it is also acceptable to fly to and from assignments within Austria. In this case, costs in connection therewith shall be borne directly by the Client.

MDPwords has the freedom to select the method of travel for international assignments. The costs shall be borne by the Client.

If, for reasons of force majeure, it is impossible to travel using the planned and agreed method (e.g. blockades owing to natural disasters or acts of terror), it is at the discretion of MDPwords to select another method of travel to be able to perform MDPwords' obligation toward the Client. Any additional travel costs arising in connection therewith shall be borne by the Client, even if such costs do not correspond to the typical method of travel (mileage allowance, tolls etc.).

b) Accommodation expenses

Accommodation expenses include the costs of room and board for Interpreters. The costs of accommodation at a hotel or at a similar facility shall be borne by the Client. It is agreed that the minimum rating for such accommodation shall be 3 stars. Every Interpreter shall be provided with a single room. As a rule, such room shall be directly reserved by and paid for by the Client. Reservations are to be made under the name "MDPwords."

If the room provided by the Client does not fulfill the criteria which have been agreed upon, MDPwords reserves the right to choose a room in another accommodation facility with the rating agreed upon and to invoice the Client for such room.

Departure/Arrival: For assignments outside of Vienna, Interpreters will arrive one day before the assignment begins. It is customary for departures to take place on the last day of the assignment. If this is not possible/reasonable for reasons of time/logistics (departure after the last train connection to the Interpreters' civil domicile, the assignment ends after 20:00), the Client shall provide accommodation for that evening.

Meals: The Client shall provide Interpreters with three meals on the days of the assignment or, as the case may be, on the day of arrival, the day of departure or during the days not worked (Day of arrival: unless agreed otherwise, and this is not the day of the assignment, only dinner shall be provided. Day of departure: unless agreed otherwise, and this is not the day of the assignment, only breakfast shall be provided). Unless agreed otherwise, breakfast is normally provided by the accommodation facility; lunch will be offered at the site of the assignment and dinner is to be provided at a restaurant of the Interpreters' choice.

The Client shall provide Interpreters with enough beverages for the duration of their assignments. The costs for such beverages as well as the costs of refreshments during breaks shall be borne by the Client.

9. COMPLAINTS/WARRANTY

Any and all complaints (notices of defects) by the Client with regard to the quality of the Interpretation Services shall be communicated to the MDPwords contact person on site and substantiated immediately (no later than 10 minutes after becoming aware of such defects).

Defects communicated and substantiated after the event has ended cannot be taken into account. Claims for damages in connection with the quality of the Interpretation Services shall be

limited to the contract price of the language combination against which such claims have been asserted.

MDPwords shall not be liable for the accuracy and completeness of the Interpretation Services if the speaker has an obvious speech impediment, the speaker is using a dialect which diverges significantly from standard language use, the speaker is using a language that is not their first language, the speaker is reading from written notes that have not been made available to the Interpreters, the speaker is not speaking into the microphone, background noise makes it impossible to hear the speaker and the like.

10. PAYMENT

Unless otherwise agreed, payment shall be made immediately upon completion of the Interpretation Services. MDPwords shall have the right to request an appropriate advance payment. Natural persons and clients not domiciled in Austria may be required to pay the total quoted fees in advance.

In the event of a late payment, a default interest rate of 8% shall be invoiced. Furthermore, the costs of a collection agency and of legal counsel shall be borne by the Client.

11. WITHDRAWAL FROM THE CONTRACT OR CANCELLATION OF THE CONTRACT

If the Client withdraws from the contract before the start of the assignment, the following cancellation fees shall apply:

a. 6-5 calendar weeks before the start of the assignment: 25% of the contract price

b. 4 calendar weeks before the start of the assignment: 50% of the contract price

c. less than 3 calendar weeks before the start of the Assignment: 75% of the contract price

d. less than 1 calendar week before the start of the Assignment: 100% of the contract price

Costs arising in connection with third-party services (e.g. flight tickets booked by Interpreters, hotel bookings) are to be compensated for in full.

12. FORCE MAJEURE

In the event of force majeure, MDPwords must notify the Client immediately. Force majeure shall entitle either MDPwords or the Client to withdraw from the contract. However, the Client must indemnify MDPwords for expenses incurred or, as the case may be, services rendered in connection with the assignment. Events of force majeure include, but are not limited to, the following: industrial disputes; acts of war; civil war; coincidences, illnesses, accidents, deaths as well as the occurrence of unforeseeable events that demonstrably impair the ability of MDPwords to perform MDPwords' obligations toward the Client.

13. DATA PROTECTION

The Client's personal data, received in connection with the transaction, shall be processed by MDPwords in accordance with statutory provisions

14. FINAL PROVISIONS

Ancillary agreements, modifications or, as the case may be, supplementations to these GTCs as well as to the respective individual contracts shall be valid only in writing.

In the event any provision of these GTCs shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

For all disputes arising in connection with these GTCs and the specific contracts concluded between MDPwords and the Client, such disputes shall be settled in the competent court in Vienna. All agreements between MDPwords and the Client are subject to Austrian law.