

**Articles of Agreement  
Personal Service Contract for Interpreters**

**Contract Number:**

These ARTICLES OF AGREEMENT are effective between \_\_\_\_\_ and \_\_\_\_\_ .  
(date) (date)

BETWEEN:

Immigration and Refugee Board

\_\_\_\_\_  
(address)  
\_\_\_\_\_  
\_\_\_\_\_

(referred to in this contract as "**BOARD**") which is an agent of Her Majesty in right of Canada (referred to in this contract as "**Her Majesty**")

AND

\_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address)  
\_\_\_\_\_

referred to in this contract as "**INTERPRETER**".

For the purposes of this contract, the BOARD hereby designates:

\_\_\_\_\_  
(name)  
\_\_\_\_\_  
(title)  
as the BOARD's Representative.

**PREAMBLE**

WHEREAS the BOARD wishes to clarify in writing that the relationship of the INTERPRETER to the BOARD under this contract is that of an independent contractor; and

WHEREAS a fundamental element of this contract is that the INTERPRETER shall provide interpretation services **only as and when required by the Board** and, more particularly, the decision to request the interpretation services of the INTERPRETER is solely at the discretion of the BOARD;

THEREFORE the parties agree as follows:

## **A1 CONTRACT**

1.1 The following documents and any amendments or revisions relating thereto form the contract between the BOARD and the INTERPRETER:

- (i) These Articles of Agreement;
- (ii) "Supplementary Conditions to Articles of Agreement of Personal Service Contract for Interpreters" (Appendix "A" to these Articles).
- (iii) *IRB Code of Conduct for Interpreters* (Appendix "B" to these Articles).

1.2 In the event of discrepancies, inconsistencies or ambiguities in the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

## **A2 NATURE OF CONTRACT**

2.1 This is a contract for the performance of a service and the INTERPRETER is engaged under the contract as an independent contractor for the sole purpose of providing a service. The INTERPRETER is not engaged under this contract as an employee, servant, or agent of the BOARD. The INTERPRETER agrees to be solely responsible for any and all payments and/or deductions required to be made including those required by the Canada or Quebec Pension Plans, Unemployment Insurance, Workers Compensation or Income Tax.

## **A3 DESCRIPTION OF WORK**

3.1 The INTERPRETER shall, between the effective date and the termination date indicated on page 1 of these Articles of Agreement, perform and complete with care, skill, diligence and efficiency the work that is described in sub-article 3.2 below.

3.2 **As and when required by the Board**, the INTERPRETER agrees to provide interpretation services from the \_\_\_\_\_ language(s) to the \_\_\_\_\_ language(s) and vice-versa. These interpretation services shall include a) accurate interpretation of any statements made by participants in Board proceedings; and b) accurate translation of any written materials that the BOARD may require in connection with the work of its three Divisions. In providing the above services, the INTERPRETER agrees to respect the meaning and structure of the information being interpreted.

## **A4 CONTRACT AMOUNT**

Subject to the terms and conditions of this contract and in consideration for the performance of work, the BOARD shall pay the INTERPRETER an amount calculated pursuant to the provisions of Appendix A to these Articles.

## **A5 OBLIGATIONS OF THE INTERPRETER**

In addition to any other obligations contained elsewhere in this contract, the INTERPRETER shall be subject to the following specific obligations:

5.1 the INTERPRETER shall have signed the *IRB Code of Conduct for Interpreters* prior to having entered into this contract, and the INTERPRETER shall comply with the terms of the *IRB Code of Conduct* during the term of this contract;

5.2 the INTERPRETER agrees that no person who is not in compliance with the provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service*, shall derive any direct benefit from this contract;

**5.3** the INTERPRETER shall maintain, at all times during the performance of this contract, a valid security clearance at the level of ENHANCED RELIABILITY;

**5.4** the INTERPRETER shall not disclose information gained in Board proceedings or as a result of any other work for the BOARD, to individuals other than Board officials acting in the performance of their duties;

**5.5** the INTERPRETER shall keep secure documents, diskettes, tapes, and any other media containing information relating to Board proceedings or to work completed for the BOARD. For greater clarity, the INTERPRETER shall keep secure any such information that is stored in a computerized database;

**5.6** upon completion of use or at the time of termination of this contract, the INTERPRETER shall, as applicable:

(i) return to the BOARD all documents, diskettes, tapes, or other media containing information relating to Board proceedings or to work completed for the BOARD; and

(ii) delete any electronically-stored information relating to Board proceedings or to work completed for the BOARD.

**5.7** the INTERPRETER shall arrive 15 minutes before the scheduled proceeding;

**5.8** the INTERPRETER shall advise the BOARD 48 hours before the proceeding in question that he or she cannot be present.

#### **A6 MEMBERS OF THE HOUSE OF COMMONS**

No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise herefrom.

#### **A7 TERMINATION FOR CONVENIENCE**

**7.1** Either party may terminate this contract at any time by giving written notice to the other party.

**7.2** Upon the termination of this contract under sub-article 7.1:

(i) the BOARD may require the INTERPRETER to deliver to the BOARD in a manner and to the extent directed by the BOARD, any finished work that has not been delivered and accepted prior to such termination, and any work-in-progress which the INTERPRETER has specifically produced for the fulfilment of this contract;

(ii) the BOARD, in accordance with the provisions of Article 4, shall pay to the INTERPRETER any amounts outstanding, including any amounts outstanding for finished work and work-in-progress referred to in paragraph 7.2(i) delivered pursuant to the direction of and accepted by the BOARD. With respect to any work-in-progress referred to in paragraph 7.2(i), the BOARD may withhold from the amount due the INTERPRETER, such sums as the BOARD determines to be necessary to protect the BOARD against excess costs for the completion of the work. Payment to the INTERPRETER under this paragraph 7.2(ii) shall be in full settlement of all amounts due and owing and accruing due and owing under this contract.

**7.3** The INTERPRETER shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the BOARD under the provisions of this Article as expressly provided herein.

7.4 The INTERPRETER shall not be entitled to be reimbursed any amount which, taken together with any amounts payed or becoming due to the INTERPRETER under the contract, exceeds the contract price applicable to the work or particulars thereof.

**A8 APPLICABLE LAW**

This contract shall be governed by and construed in accordance with the laws in force in the Province of \_\_\_\_\_ .

---

This contract has been executed on behalf of the INTERPRETER and on behalf of the BOARD by their duly authorized representatives.

**INTERPRETER:**

**For the BOARD:**

\_\_\_\_\_

\_\_\_\_\_

Name

Name

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**Appendix "A" - Supplementary Conditions  
to Articles of Agreement of  
Personal Service Contract for Interpreters**

**1. Terms of Payment**

1.1 Except as provided for in subsection 1.2 below, the BOARD agrees to payment on the following terms:

**1.1.1 Hourly Rate**

The hourly rate is \$22.00.

**1.1.2 Calculation of Time**

Subject to paragraphs 1.1.3, 1.1.4, 1.1.5, 1.1.8, and 1.1.10 below, and subject to any other calculation of time agreed upon by the BOARD and the INTERPRETER, the BOARD shall pay the INTERPRETER for a period beginning one- quarter-hour prior to the scheduled commencement of the proceedings for the day, and ending at the time when the Board member or adjudicator concludes the proceedings for the day.

**1.1.3 Lateness**

When the INTERPRETER is late, an amount corresponding to the amount of time missed, rounded to the next quarter hour, shall be deducted from the sum owing to the INTERPRETER.

**1.1.4 Partial Hours**

When the INTERPRETER works past the hour, the time for which he/she is compensated shall be rounded to the **next** quarter hour.

**1.1.5 Lunch Periods**

Where the INTERPRETER is scheduled to interpret for a full day, a maximum of **half an hour**, representing the lunch break, shall be deducted in calculating the total number of hours worked in that day. Where morning proceedings extend without interruption throughout the entire lunch break, the INTERPRETER shall be paid for the whole period during which the proceedings continue.

**1.1.6 Overtime**

The INTERPRETER shall be remunerated at a rate of **one and one-half times the hourly rate set out in paragraph 1.1.1 above**, if the INTERPRETER has worked in excess of 8 hours in a day.

**1.1.7 Work on Weekends and Holidays**

If the INTERPRETER is required to provide services under this contract during a weekend or on a holiday, he/she shall be paid at the hourly rate specified in paragraph 1.1.1 above.

**1.1.8 Minimum Rates**

**1.1.8.1 Interpreters Scheduled for Full Days**

A guaranteed minimum of six **(6)** hours shall be paid to the INTERPRETER when, at the time of the booking, the INTERPRETER is informed that he/she is expected to be available all day.

**1.1.8.2 Interpreters Scheduled for Half Day**

A guaranteed minimum of three **(3)** hours shall be paid to the INTERPRETER who is scheduled for a half-day, either for a morning **or** for an afternoon only.

### **1.1.9 Cancellation Notice**

Where the BOARD is obliged to cancel a hearing or other part of a proceeding, the BOARD shall provide the INTERPRETER with a cancellation notice **48 hours** in advance of the scheduled proceeding. If the BOARD cancels the INTERPRETER's booking with less than 48 hours' notice, the appropriate minimum rate will apply.

### **1.1.10 Travel**

#### **1.1.10.1 To Usual Assignment Location**

The INTERPRETER shall **not** be paid for the time it takes to travel from his/ her place of residence to the usual assignment location.

#### **1.1.10.2 To Another Assignment Location**

When required to travel to another assignment location and the BOARD determines that the normal travel time is substantially longer than the normal travel time from the interpreter's place of residence to the usual assignment location, the INTERPRETER shall be paid at the hourly rate specified in paragraph 1.1.1 above, rounded to the next quarter hour, and shall be reimbursed for expenses incurred in the same manner as federal public servants, in accordance with the Treasury Board's Travel Directive.

**1.2** Where the INTERPRETER translates written materials required in connection with the work of any of the three Divisions, the BOARD shall calculate payment to the INTERPRETER according to one of the three following methods:

- (i) payment of a flat sum for translation of all of the written materials in question;
- (ii) payment of a specified dollar amount for each word translated; or
- (iii) where the BOARD requests the INTERPRETER to translate written materials during a period of time for which the INTERPRETER is already being paid in accordance with subsection 1.1 above to interpret Board proceedings but during which time the INTERPRETER is on "standby", no further payment shall be made to the INTERPRETER.

**1.3** Where the BOARD pays the INTERPRETER according to the method of calculation of payment set out in either paragraph 1.2(i) or 1.2(ii) above, the parties to this contract shall specify in writing the flat sum, or the dollar amount per word, agreed to. Any such agreement shall form part of and be subject to the terms and conditions of this contract.

## **2. Method of Payment**

### **2.1 Invoicing**

Invoicing for work completed under this contract shall be made electronically via the Interpreter Payment System ("IPS") or manually via substantiating documentation.

### **2.2 Notice of Objection**

If the BOARD has any objection to the form of the IPS invoice or the substantiating documentation, the BOARD shall notify the INTERPRETER of the nature of its objection within 15 days of its receipt by Financial Services of the BOARD. "Form of the invoice" means an invoice which contains or is accompanied by substantiating documentation as the BOARD may require. Failure by the BOARD to act within 15 days of receipt will result in the date specified pursuant to PODD referred to in subsection 2.3 below, applying for the sole purpose of calculating interest on overdue accounts.

### **2.3 Payment Due Date and Method of Payment**

Payment for work completed shall be made in accordance with the Treasury Board Payment on Due Date policy ("PODD"). Payment to the INTERPRETER shall be made by cheque.

## **3. Interest on Overdue Accounts**

**3.1** For the purposes of this section 3: (a) "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payment Association; (b) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable; (c) an amount is "due and payable" when it is due and payable by the BOARD to the INTERPRETER in accordance with the terms of the contract; and (d) an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

**3.2** The BOARD shall be liable to pay the INTERPRETER simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date that such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the INTERPRETER except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the INTERPRETER so requests after payment has become due.

**3.3** The BOARD shall not be liable to pay interest in accordance with this section 3 if the BOARD is not responsible for the delay in paying the INTERPRETER.

**3.4** The Board shall not be liable to pay interest on overdue advance payments.

## **4. Ownership of Intellectual Property and Other Property Including Copyright**

**4.1** Documentation produced by the INTERPRETER in performance of the work under this contract shall vest in and shall remain the property of the BOARD, and the INTERPRETER shall account fully to the BOARD in respect of the foregoing in such manner as the BOARD shall direct.

**4.2** Information and documentation conceived and developed under this contract shall be the property of the BOARD. The INTERPRETER shall have no rights to the same. The INTERPRETER shall not divulge or use such information and documentation, other than performing the work under this contract, and shall not sell other than to the BOARD, its content, in part or in total.