## FRAMEWORK SCHEDULE 2: GOODS AND SERVICES AND **KEY PERFORMANCE INDICATORS**

## PART A: GOODS AND SERVICES

#### 1 INTRODUCTION

- 1.1 Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the provision of Language Services including Written Translation, Transcription and Ancillary Services, Telephone Interpreting and Video Language Services, Non-spoken Face to Face and Video Language Services and Face to Face Interpreting Services. The Framework Agreement shall comprise of 22 Lots as detailed in paragraph 2 – Description of Lots.
- 1.2 The purpose of this Framework Schedule 2 (Goods and Services and Key Performance Indicators) Part A: Goods and Services is to provide a description of the Goods and Services that the Supplier shall be required to deliver to Contracting Authorities under the lotting structure of this Framework Agreement.
- 1.3 This Framework Agreement shall be available to public sector organisations to provide Language Services throughout the United Kingdom. There shall be a requirement for the Goods and Services to be provided Overseas and Suppliers shall ensure that they can cover this factor where indicated.
- 1.4 The information published in section VI.3 of the OJEU Contract Notice provides a list of the UK Central Government Departments, their Agencies and Arm's Length Bodies and all other Contracting Authorities who will be eligible to access this Language Services Framework Agreement.
- The Contracting Authority Language Service requirements under the Lotting structure of 1.5 this Framework Agreement span a wide and diverse customer base which requires a variety of specialisms. These shall include, but are not limited to, criminal justice procedures, legal, medical and medical trauma, pharmaceutical, financial, IT, media, children, mental health, transportation, engineering, procurement, marketing, housing, benefits, immigration, defence, security, technical and government (central and local).
- The Framework Agreement is structured to offer a Contracting Authority flexibility and 1.6 choice. It shall be a matter of judgment for the Contracting Authority to decide which particular Lot(s) are most appropriate to meet with their specific requirements and best delivers their business need, and to ensure the most appropriate fit for the Contracting Authority requirements including value for money.
- The Goods and Services required under the Lotting structure of this Framework Agreement 1.7 and all Standards set out in this Specification and Appendices may be refined (to the extent permitted and set out in Framework Schedule 6 (Call Off Procedure) by a Contracting Authority during a Call Off Procedure to reflect its Service Requirements for entering a particular Call Off Agreement.
- The Framework Agreement shall be awarded for an initial period of three (3) years, with the 1.8 option for the Authority to extend for a further one (1) year.
- 1.9 This Framework Agreement shall be managed centrally by the Authority and the Call Off Agreements will be managed by the Contracting Authority.
- 1.10 The Procurement has been advertised by publishing a Contract Notice in the OJEU advertising the Open Procedure under Regulation 27 of the Public Contracts Regulations 2015 (the "Regulations").

#### **DESCRIPTION OF LOTS** 2

It is important to note that the Goods and Services under a Lotting structure of this Framework Agreement are the types of requirements typically arising under each Lot; this list is not exhaustive and additional Languages/dialects shall be added if required. In utilising the Lots, a Contracting Authority shall not be restricted to seeking the specific Services listed under each sub-category (as long as their requirements are relevant to the broad heading of the Lot). The Framework Agreement consists of the following Lots:

### **Description of the Lots**

### Lot 1 - Managed Service Provision of Language Services

The provision of a Managed Service Provision throughout the United Kingdom and Overseas. The scope of this Lot includes the provision of a multi (i.e. more than one) Language Service delivery channel providing flexibility for a Contracting Authority to define their specific requirements. Suppliers of Lot 1 shall provide a tailored solution that covers advisory services, administrative support and efficient business processes through to the delivery of the Language Service requirements. The provision of Language Services shall be available throughout the United Kingdom and Overseas.

The Supplier shall be able to provide all the following Services included in:

- Written Translation, Transcription and Ancillary Services
- Telephone Interpreting and Video Language Services •
- Non Spoken Face to Face and Video Language Services
- Face to Face Interpreting Services

Suppliers shall be able to provide all the Mandatory Requirements relating to, Written Translation, Transcription and Ancillary Services as detailed in Appendix 2, Telephone Interpreting and Video Language Services as detailed in Appendix 3, as Non Spoken Face to Face and Video Language Services as detailed in Appendix 4, Face to Face Interpreting Services as detailed in Appendix 5.

The Supplier shall provide an end to end service to the Contracting Authority, providing Language Service requirements, through its own Linguists and Linguists via Sub Contractors if required.

The Supplier shall be responsible for the compliance of the Sub Contractors used in accordance with the terms and conditions of the Framework Agreement as outlined in Framework Agreement Schedule Clause 25 : Sub Contractors, and in accordance with all legislative and regulatory requirements.

Full specific Mandatory Requirements pertaining to Lot 1 are outlined in Appendix 1. All Translator, Interpreter and Linguist qualifications are outlined in Appendices 2, 3, 4 and 5.

### Lot 2 - Written Translation, Transcription and Ancillary Services

The provision of Written Translation, Transcription and Ancillary Services throughout the United Kingdom and Overseas.

This Lot 2 includes the provision of a Written Translation, Transcription and Ancillary Services from English into the Language requested by the Contracting Authority and from those languages into English or other Languages. Please refer to Annex A – Languages List

Translation refers to the conversion of written documents into another language as text. In this context it includes transcription i.e. the conversion of written documents into alternative formats such as Braille, Large Print, Audio, Video or pictorial English and normal print.

It includes the Written Translation and Transcription of documentation, audio, tapes and other forms of electronic media. Ancillary Services such as Voiceovers, Subtitles, EasyRead and Large Print are also within the scope of this Lot.

The Services which shall be provided under this Lot include the Translation and Transcription of the following;

- Advisory / guidance and instruction documents
- Correspondence, information leaflets •
- Technical, scientific, legal, medical, financial or any other specialist category
- Verbatim (word for word) •
- Artwork, design, illustration and typesetting •
- Proof reading •
- **Translation Memory Software**
- Multimedia and e-learning •
- Campaign collateral for example press kits •
- Website localisation
- Software localisation •
- Audio/Video recordings to written text •

Full specific mandatory requirements including Translator gualifications pertaining to Lot 2 are outlined in Appendix 2.

### Lot 3 - Telephone Interpreting and Video Language Services

The provision of a Telephone Interpreting and Video Language Services Spoken and Non Spoken throughout the United Kingdom and Overseas.

This Lot 3 includes the provision of a consecutive interpreting service via the medium of telephone and video conferencing technology. Simultaneous interpreting as available through video conferencing technology.

Telephone Interpreters shall convert a spoken language from one language to another, enabling listeners and speakers to understand each other. Please refer to Annex A -Languages List.

Video Interpreters (Spoken) shall convert a spoken language from one language to another, enabling listeners and speakers to understand each other. Please refer to Annex A -Languages List.

Video Linguists (Non Spoken), shall allow communication to take place between Deaf and Deafblind people and others requiring support to access English, and hearing people. Non Spoken service to be provided include:

- Interpreting:
  - British Sign Language (BSL) Interpreters
  - Irish Sign Language (ISL) Interpreters
  - Foreign Sign Language Interpreters
- Non Interpreting Services
  - Deaf Relay (Intralingual language modification)
  - Lipspeakers
  - Video Relay Interpreting Services
  - Cued Speech/Makaton

The Services which shall be provided under this Lot include:

- Immediate Telephone/Video Interpreting for Contracting Authority customers and non-English speakers who need to use an Interpreter immediately over the telephone/video.
- Scheduled telephone/video interpreting service or customers who prefer to book an interpreter in advance of an Assignment.
- Recording of Telephone/Video conferences.

Full specific mandatory requirements pertaining to Lot 3 and the range of interpreter qualifications are outlined in Appendix 3.

### Lots 4a to 4e - Non Spoken Face to Face and Video Language Services

The provision of Non Spoken Face to Face and Video Language.

Non Spoken Face to Face Services - Lots 4a to 4e will provide Non Spoken Face to Face Services coverage of English Regions and Scotland/Northern Ireland. Welsh Contracting Authorities will be able to utilise the nearest available Region, Lot 4b, 4c or 4d. Contracting Authorities requiring Overseas coverage will utilise Lot 4a Greater London including Overseas.

Each Lot 4a to 4e will provide Video Language Services throughout the United Kingdom and Overseas.

The scope of these Lots includes the provision of Linguists who allow communication to take place between Deaf and Deafblind people and others requiring support to access English, and hearing people, in personal attendance or via agreed video conferencing technology.

The Service which shall be provided under this Lot include:

- Interpreting:
  - British Sign Language (BSL) Interpreters
  - Irish Sign Language (ISL) Interpreters
  - Foreign Sign Language Interpreters
  - o Deafblind Interpreters: Visual Frame, Hands On or Manual
- Non Interpreting Services
  - Deaf Relay (Intralingual language modification)
  - Lipspeakers
  - Speech-to-text reporting
  - Electronic and manual notetakers
  - Video Relay Interpreting Services
  - Cued Speech/Makaton

Please refer to Annex B for counties listed for each Lot.

Lots 4a to 4e provide coverage for English Regions and Scotland/Northern Ireland as below:

Lot 4a Greater London including Overseas

Lot 4b Southern England Comprising of the following Regions from Annex B

 South West England – South Central England – South East England -Wales

Lot 4c Midlands and East of England Comprising of the following Regions from Annex B

 West Midlands - East Midlands - East of England - Wales

Lot 4d North of England Comprising of the following Regions from Annex B

- North West England — North East England including Yorkshire & Humberside - Wales

Lot 4e Scotland and Northern Ireland

Full specific mandatory requirements pertaining to Lots 4a to 4e and the range of Linguist qualifications are outlined in Appendix 4.

### Lots 5a to 5n - Spoken Face to Face Interpreting Services

The provision of Spoken Face to Face Interpreting. Lots 5a to 5n provide Regional, Devolved Governments and UK and Overseas coverage as detailed below.

5a – Greater London	5h – Yorkshire & Humberside
5b – South West England	5i – North West England
5c – South Central England	5j – North East England (excluding Yorkshire and Humberside)
5d – South East England	5k – Scotland
5e – East of England	5I – Wales
5f – East Midlands	5m – Northern Ireland
5g – West Midlands	5n – UK and Overseas

The scope of Lots 5a to 5n includes the provision of a Face-to-Face Interpreting Service (Simultaneous, Consecutive and Whispering) whereby the meaning of what is said in one language is transferred at the event in spoken form into a second language, by an Interpreter in personal attendance.

The Services which shall arise under these Lots include:

- Interviews •
- Hearings
- Conference Interpreting
- Judicial / Legal Interpreting
- Escort Interpreting
- Community Interpreting
- Medical / Health Interpreting
- Media Interpreting •
- **Defence Interpreting** •

Please refer to Annex A of this document for the core Languages List and Annex B counties listed for each Lot.

Full specific requirements pertaining to Lots 5a to 5n and the range of interpreter qualifications are outlined in Appendix 5.

### **3 MANDATORY REQUIREMENTS - FOR ALL CONTRACTING AUTHORITIES**

This paragraph provides details of the mandatory requirements that ALL Suppliers shall fulfil in their entirety in order to meet the service delivery requirements of this Framework Agreement. It is important that Suppliers take time to fully understand this important part of the Service Delivery requirement. ALL mandatory requirements (a through to q) shall be required to commence from the start date of the Call Off Agreements with the Contracting Authorities.

- a) Codes of Conduct Mandatory Requirements The Supplier shall comply will all aspects of the NRCPD and/or SASLI and/or the NRPSI Codes of Conduct or equivalent. Please refer to paragraph 3.1.
- **b)** Mandatory Service Requirements The Supplier shall fulfil all aspects of the Service Requirements for Contracting Authorities. Please refer to paragraph 3.2
- c) Appointment and Recruitment of Linguists Mandatory Requirements The Supplier shall have selection and recruitment procedures in place which fully satisfy the requirements described in paragraph 3.3.
- d) Professional Requirements for Linguists within the Criminal Justice System Mandatory Requirements The Supplier shall provide Linguists to work within the Criminal Justice System with the professional requirements described in paragraph 3.4.
- e) Training and Continuing Professional Development Mandatory Requirements The Supplier shall have in place robust processes to provide monitor and record training and continuing professional development of Linguists as detailed in paragraph 3.5.
- f) Security Vetting / Clearance Mandatory Requirements The Supplier shall comply with all aspects of the security vetting / clearance mandatory requirements as detailed in paragraph 3.6.
- g) Data Security Mandatory Requirements The Supplier shall fully comply with all aspects of the Data Security as detailed in paragraph 3.7.
- h) Ordering / Booking Process Mandatory Requirements The Supplier shall provide an ordering / booking service to the Contracting Authorities as detailed in paragraph 3.8.
- i) Cancellation of Bookings Mandatory Requirements The Supplier shall process cancellations to orders / bookings from the Contracting Authorities which fully satisfy the requirements in paragraph 3.9.
- **j) Payment and Invoicing Mandatory Requirements –** The Supplier shall comply with all aspects of the payments and invoicing processes as detailed in paragraph 3.10.
- k) Travel and Related Costs Mandatory Requirements The Supplier shall comply with the Contracting Authorities travel and related costs requirements as described in paragraph 3.11
- Procurement Specific Standards Mandatory Requirements The Supplier shall comply with the required procurement specific standards as described in paragraph 3.12.
- m) Management Information, Monitoring and Data Reporting Mandatory Requirements The Supplier shall provide all of the Management Information requirements as described in Framework Agreement Schedule 9, and also as detailed in paragraph 3.13.
- n) Framework Management and Account Management Mandatory Requirements The Supplier shall provide a framework contract management services and account Languages Services Framework RM1092

Framework Schedule 2: (Goods and Services and Key Performance Indicators) Part A: Goods and Services

Attachment 5

management services which fully supports all of the requirements of the Framework Agreement and the requirements of the Contracting Authorities as detailed in paragraph 3.14.

- Complaint Procedure Mandatory Requirements The Supplier shall have in place a complaints procedure which fully satisfies the requirements as described in paragraph 3.1
- **p) Gainshare -** The Supplier may make a Service Improvement Proposal to a Contracting Authority and the Authority for a new or different way of providing the Services as described in paragraph 3.16.
- **q)** Supply Chain Management Mandatory Requirements The Supplier shall comply with all aspects of the Supply Chain requirements. Please refer to paragraph 3.17.

#### 3.1 CODES OF CONDUCT MANDATORY REQUIREMENTS

This paragraph describes the Codes of Conduct mandatory requirements that Suppliers shall ensure all Linguists comply with.

- The Supplier shall ensure all Linguists comply with all aspects of the NRCPD Code of Conduct 3.1.1 http://www.nrcpd.org.uk/ or the NRPSI Code of Conduct http://www.nrpsi.org.uk/for-clientsof-interpreters/code-of-professional-conduct.html or the SASLI Code of Conduct http://www.sasli.co.uk/ or equivalents as specified by the Contacting Authorities at the Call Off Agreement stage.
- **3.1.2** The Supplier shall ensure that all translations shall be completed in accordance with the Code of Professional Conduct of the ITI (Institute of Translation & Interpreting). http://www.iti.org.uk/attachments/article/154/Code%20of%20Conduct%20-%20individual .pdf or equivalents.
- 3.1.3 The Supplier shall ensure that all Linguists shall not add nor take anything from the intended meaning and shall keep to the spirit of what is said or signed as stated in the NRCPD Code of Conduct or the NRPSI Code of Conduct or equivalents.
- 3.1.4 The Supplier shall ensure annual checks or as specified by the Contracting Authority at the Call Off Agreement stage are completed either by its own staff or an external agency, so as to ensure that all Linguists are still compliant with the above codes of conduct.

#### 3.2 MANDATORY SERVICE REQUIREMENTS

This paragraph describes the mandatory service requirements that the Supplier is obligated to fulfil as part of the delivery of this Language Services Framework.

- 3.2.1 The Supplier shall ensure it has access to a sufficient number of appropriately qualified and experienced Linguists to ensure that it can fulfil the requirement under the Lotting structure of this Framework Agreement and any subsequent Call Off Agreements.
- 3.2.2 The Supplier's staff and Linguists shall possess the gualifications and competence appropriate to the tasks for which they are employed. The Supplier shall ensure that all staff and Linguists supplying the Services and any subsequent Call Off Agreements shall behave in a responsible and professional manner, and shall provide the Services with all due skill, care and diligence.
- 3.2.3 The level of qualifications, skills, competence, experience, registration (where appropriate) and security vetting/clearance (as per 3.6) required shall vary from assignment to assignment. The Contracting Authority shall specify the minimum standards required at the Call Off Agreement stage and subsequent time of booking.
- 3.2.4 Where the Supplier has been asked to provide a Linguist who meets the specified qualifications and registration but is unable to provide the level of Linguist requested but can supply a Linguist with equivalent qualifications, skills, competence, experience, registration (where appropriate) and security vetting/clearance, the Supplier shall inform the Contracting Authority of the circumstances and then request their consent before proceeding. The Contracting Authority shall specify the particular Code of Conduct, and/or equivalent minimum standards to which Linguists shall be obliged to comply at Call Off Agreement stage.
- 3.2.5 If and when so directed in writing by the Authority the Supplier shall within five (5) working days provide details of the qualifications and competence of any person employed or contracted and proposed to be employed or contracted by the Supplier of this Framework Agreement and shall provide a copy of any certificate or qualification or competence that has been issued in respect of any such person employed or contracted and proposed to be employed or contracted.

- **3.2.6** Upon receipt of each booking request, the Supplier shall identify and contact a Linguist(s) who can meet the requirement, for example can communicate in the identified language and has appropriate qualifications and experience in accordance with the Contracting Authority's specification.
- 3.2.7 The Supplier shall, where possible, provide sufficient information on the nature of the assignment and the Contracting Authority(s) requirements to enable the Linguist to confirm their ability to fulfil the requirement.
- If requested by the Contracting Authority the Supplier's staff and or contracted Linguists 3.2.8 shall be required to sign the Official Secrets Act 1911-1989 and the Contracting Authority's confidentiality agreement which shall be provided at Call Off Agreement stage.
- The Supplier shall provide the Contracting Authority prior to the commencement of the 3.2.9 assignment, with the following;
  - full name of Linguist (a)
  - a clear up to date photograph, which is of passport quality, of the Linguist (b)
  - the current level of Government Security Clearance of the Linguist (c)
  - (d) the language(s) in which the Linguist has been assessed as competent to work

A Contracting Authority may require additional information to be badged and this will be covered at the Call Off stage.

The Supplier shall ensure that Non Spoken Linguists in Lot 1, 3 and 4, carry their NRCPD/SASLI ID Cards and all other Linguist carry official photo ID e.g. driving license or passport, to all assignments.

- **3.2.10** In the event of a Linguist's guality, ability, or integrity being compromised in any way, the Authority and/or Contracting Authority shall reserve the right to require the Supplier to cease to deploy that Linguist. Each decision shall be taken on a case by case basis and be appropriately evidenced and supported.
- 3.2.11 The Supplier shall include the capacity to provide reasonable requests for Linguists of specific gender, religion, religious origins, cultural background and who reflect awareness and understanding of the environment and circumstances in which the Language Services are required.
- **3.2.12** Suppliers shall be aware that the Contracting Authority will have full discretion when occasions arise that for political, religious, competence or other reasons, certain Linguists must not to be sent to particular Assignments.
- **3.2.13** Suppliers shall be aware that it may be necessary for the Contracting Authority to stipulate that a Linguist from the local area is not to be used for sensitive Assignments. The Contracting Authority will inform Suppliers at the time of booking if this is the case.
- **3.2.14** The Supplier shall find a suitable Linguist in sufficient timescale to meet the Contracting Authority's booking, in the event that a Linguist declines an assignment that they do not feel competent or comfortable accepting. The Supplier shall provide a compliant replacement Linguist.

### 3.2.15 Ethical and Professional Behaviour

The Supplier shall have adequate controls and procedures in place to ensure, the Supplier, the Suppliers' staff and all Linguists employed, contracted or involved in the delivery of services under this Framework Agreement shall

Maintain confidentiality at all times and not seek to make personal gain through 3.2.15.1 information disclosed during their work.

- **3.2.15.2** Act impartially and professionally in all actions related to the provision of Language Services under this Framework Agreement.
- **3.2.15.3** Not discriminate for or against parties, either directly or indirectly, on any grounds including, but not limited to race, colour, ethnic origin, age, nationality, religion, gender, sexuality, disability, or political allegiance.
- **3.2.15.4** Disclose to the Contracting Authority any information, including criminal record, which may make them unsuitable in any particular case.
- **3.2.15.5** Disclose immediately if the subject or immediate family or other conflict of interest is known or related to them.
- **3.2.15.6** Disclose any business, financial, family, or other interest, whether personal or otherwise, which they might have in relation to the matter being held.
- **3.2.15.7** Not accept payment for information about the Authority or details of the Contracting Authority's Assignments or information contained within.
- **3.2.15.8** Not engage in any behaviour likely to discredit the Authority including, but not limited to, impairment through drugs or alcohol, sexual misconduct, violence, intimidation or abusive behaviour.
- **3.2.15.9** Highlight any areas of concern, poor practice or potential risk they identify in the course of their duties to the Supplier, who shall bring these to the attention of the Authority.
- **3.2.15.10** Always act in accordance with the Ethical Standards of their Professional Bodies, where membership is held.

### 3.2.16 Compliance with Law

- **3.2.16.1** Without prejudice to the generality of clause 36 Compliance with Law, set out in the Framework terms and conditions, Contracting Authority's and Suppliers shall be aware of the relevant legislation contained in:
  - United Nations Convention on the Rights of Persons with Disabilities 2006
  - Care Act 2014
  - Health and Social Care Act 2012
  - EU Directive 2010/64/EU
  - EU Public Procurement Directive 2014/24/EU
  - Mental Health Act 1983 Code of Practice
  - Human Rights Act 1998
  - European Convention for the Protection of Human Rights and Fundamental Freedoms 1950
  - United Nations Convention on the Rights of the Child 1989
  - Equality Act 2010
  - Data Protection Act 2003
- **3.2.16.2** Contracting Authorities and Suppliers shall ensure that they consider other relevant and applicable best practice guidance reports and recommendations in the provision of the services under this Framework Agreement.

### 3.2.17 Policy

- **3.2.17.1** The Supplier shall ensure a robust Health and Safety policy is in place within their organisation and act in accordance with the law for both staff and contracted Linguists.
- **3.2.17.2** The Supplier shall ensure that a robust Security Incident/Breach procedure is in place for their premises and that the Contracting Authority is immediately informed of any compromise to the Supplier and or Contracting Authority's assets.

### 3.2.18 Duty of Care

- **3.2.18.1** The Supplier shall ensure that the current Health and Safety legislation applies to both the physical and psychological health of Linguists and that their organisation's Health and Safety policy shall cover this. Suppliers shall have a 'duty of care' to protect psychological as well as physical health and to act in a reasonable manner in the light of what is known about psychological reactions to traumatic events.
- 3.2.18.2 Suppliers shall have standard operating procedures in place to prevent Linguists being unduly traumatised due to the nature of some Assignments and provide appropriate aftercare e.g. access to counselling services.

### 3.2.19 Equality and Diversity

- **3.2.19.1** The Authority is committed to providing Services which embrace diversity and which promote equality of opportunity. Given the diverse range of Contracting Authorities who will access this Language Service. Suppliers shall give appropriate consideration to any potential diversity and equality impacts and risks and be capable of demonstrating how they will address these in delivery of the services.
- 3.2.19.2 The Supplier shall conform to and demonstrate compliance with all equality legislation and Contracting Authority equality and diversity policies.
- **3.2.19.3** The Supplier shall ensure a robust equality and diversity policy is in place within their organisation and that this is reviewed at least annually.
- 3.2.19.4 The Supplier, as the service provider to the end user, shall carry out an Equality Impact Assessment in a form agreed with the Contracting Authority by a date set by the Contracting Authority and be reviewed at a frequency determined by the Contracting Authority.
- **3.2.19.5** The Supplier shall ensure that the recipient of the services, or the customer in respect of the services, enjoys equal access to, and is equally satisfied with, performance and quality irrespective of any other factor.
- **3.2.19.6** The Supplier shall operate a policy of continuous improvement with respect to all elements of equality and diversity.

#### 3.3 **APPOINTMENT AND RECRUITMENT OF LINGUISTS - MANDATORY REQUIREMENTS**

This paragraph describes the mandatory Appointment and Recruitment requirements that the Supplier is obligated to fulfil irrespective of whether the Linguist is employed or contracted on a freelance basis, as part of the delivery of this Language Services Framework.

- Suppliers shall ensure that their Framework pricing allows for the full recruitment process 3.3.1 as no allowance will be made by the Authority or Contracting Authority for price increases due to Suppliers having to improve and/or amend their recruitment process.
- **3.3.2** The Supplier shall have in place, robust appointment and recruitment procedures that ensures the Linguists are suitably qualified to undertake all Contracting Authority related translation and or interpreting aligned to the Linguistic Model of Interpreting, or in the case of British Sign Language Interpreting, Linguistic/cultural facilitation interpreting and national standards in interpreting. The Supplier shall ensure that the Linguist can provide a true and accurate interpreting/translation of the speech/text/sign.
- 3.3.3 The Supplier shall employ and or contract relevant and Linguistic specific, gualified language assessors/testers/teachers to conduct the appointment and interview process as appropriate.
- 3.3.4 The Supplier shall ensure, prior to appointment, that the Linguist completes an application form that meets the requirements of enacted laws and requests full details of that Linguist's employment history.
- 3.3.5 The Supplier shall ensure that they have received copies of the Linguists appropriate gualifications and/or accredited training certificates, prior to appointment. The Supplier shall perform reasonable verification and validation checks of the qualifications and accredited training certificates and this may include liaison with relevant regulatory bodies.
- Suppliers shall verify the nationality and immigration status of applicants and ensure that 3.3.6 Linguists who are overseas nationals and who do not live in the UK or EU have a valid UK permit from Work Permits (UK) prior to submitting them for engagement. A copy of a valid permit shall be held on file, the copy shall be in date and verified.
- 3.3.7 The Supplier shall ensure that information is obtained as to whether Linguists are suspended from duty with any other organisation. Suppliers who suspend a Linguist shall inform the Authority and agree that the Authority may inform other Suppliers within the Lot(s). The Authority shall inform the relevant Register (NRPSI, NRCPD, SASLI or equivalents) of any suspension.
- **3.3.8** The Supplier shall undertake individual face-to-face selection interviews in a location that is secure and private for all potential Linguists that are short-listed and may be recruited or appointed. Where face to face selection interviews are not practical they may be conducted via another channel i.e. telephone / video conferencing and in any event the Supplier shall ensure that adequate controls are in place to support robust procedures in the identification and verification of the Linguist.
- The Supplier shall ensure that the Linguist has provided the following to the Supplier, prior 3.3.9 to being involved with any element of the Service for the Contracting Authority:
  - 3.3.9.1 An up to date curriculum vitae or employment history and evidence of all relevant training undertaken.
  - 3.3.9.2 Where the Linguist holds additional certificates or gualifications, copies of such certificates and proof of any other such qualifications shall be retained on the file of the Linguist concerned (the Supplier having previously viewed the originals of such certificates or evidence of such other gualifications).

- **3.3.10** The Supplier shall confirm that the Linguist can communicate clearly and effectively in both English and their chosen language or dialect (i.e. they are readily able to understand and be understood).
- **3.3.11** The Supplier shall ensure that Linguists are aware and have sufficient knowledge of relevant legislative requirements to the specific industry sector or specialist area that they are working in e.g. Health and Education, working with vulnerable people and confidentiality issues.
- **3.3.12** The terms and conditions of the Linguist legal relationship; full/part time employment, associate, self-employed, to the Supplier, shall be given to the Linguist in full and in writing before the Supplier accepts the Linguist for work.
- **3.3.13** The Supplier shall ensure that Linguists are aware of and are responsible for adhering to the Working Time Directive and any other relevant Directive which may come into force during the Framework Period and the term of any Call Off Agreement(s).
- **3.3.14** The Supplier shall keep a written record of any formal interview conducted with Linguists. Such interviews shall be held within a secure database system and be made available during an Authority Audit.
- **3.3.15** The Supplier shall keep a secure database from which they are able to demonstrate that all Linguists provided possess the qualifications, competencies and skills to meet the standards required by the Authority/Contracting Authority. This system shall be made available for a Quality Assurance and Audit inspection by the Authority/Contracting Authority or Agents acting on their behalf.
- **3.3.16** When directed by a Contracting Authority at the Call Off Agreement stage the Supplier shall undertake a robust language assessment/testing using language competency assessment tools and techniques to determine the Linguistic ability and standard of the Linguist and to ascertain the Linguist's fluency in English and the target language(s). Contracting Authorities will specify details of the exact requirements at the Call Off stage. The assessment/testing shall be completed as part of the selection process with repeated assessments, at a frequency to be agreed with the Contracting Authority, to ensure compliance. Separate assessments shall be completed for each language the Linguist proposes practising. The type and level of assessment must be of a sufficient standard to assure compliance with the Qualifications and Banding (please refer to Annex C) the assessment of the first or other language in various genres as indicated in paragraph 1.5. The assessment may include listening, speaking, reading, writing, an integration of two or more of these skills, or other constructs of language ability. These assessments will form part of a Quality Assurance inspection by the Authority. Contracting Authority or Agents acting on their behalf, and the Supplier agrees to provide access to the Linguists together with any information that the Authority requires in order to carry out its Quality Assurance inspection. The Supplier shall ensure that the Linguist must not be made to bear the cost of such testing.
- **3.3.17** The Authority and/or the Contracting Authority shall have in place a Quality Assessment which will be carried out at the Suppliers premises. Suppliers not complying with the recruitment requirements shall be subject to Performance Improvement procedures to ensure compliance.

# 3.4 PROFESSIONAL REQUIREMENTS FOR LINGUISTS WITHIN THE CRIMINAL JUSTICE SYSTEM - MANDATORY REQUIREMENTS

This paragraph describes the mandatory Professional Requirements for Linguists within the Criminal Justice System.

3.4.1 A protocol on arrangements for the use of Linguists in investigations and proceedings within the Criminal Justice system has been established between police, courts and other legal agencies. The Protocol relates to the Police and Criminal Evidence Act 1984 (PACE) Languages Services Framework RM1092

Framework Schedule 2: (Goods and Services and Key Performance Indicators) Part A: Goods and Services

Attachment 5

and the Directive of 2010S/64/EU of the European Parliament and Council and of the Council of 20 October 2010 on the right to interpreting and translating criminal proceedings. The standardised requirement is that a Linguist(s) working in a court, police station and/or other legal agencies should, be registered ("full" status with law option) with the National Register of Public Service Interpreters (NRPSI) http://www.nrpsi.org.uk or the National Registers of Communication Professionals working with Deaf and Deafblind people (NRCPD) http://www.nrcpd.org.uk/ or the Scottish Association of Sign Language Interpreters (SASLI) http://www.sasli.co.uk/. The Supplier shall ensure that any Linguists provided on any Assignment to the Criminal Justice System meets this requirement.

- 3.4.2 If, for any Assignment, it is impossible to select a Linguist from the NRCPD/SASLI and/or NRPSI registers, the Supplier shall ensure that the Linguist selected meets, as an absolute minimum, standards at least equal to those required for registration, in terms of academic gualifications and proven experience of interpreting within the Criminal Justice System and professional accountability before the Assignment. Where this is the case, the Supplier shall notify the Contracting Authority as soon as possible to seek approval to proceed.
- 3.4.3 If at any point this protocol in 3.4.1 is amended or replaced (whether by enhancement, another agreement or by alternative Government arrangements), Suppliers shall ensure that they are fully aware of the changes and they shall comply with the new arrangements once they are enforced.

#### 3.5 CONTINUING PROFESSIONAL DEVELOPMENT -TRAINING AND MANDATORY REQUIREMENTS

This paragraph describes the mandatory training and continuing personal development requirements that the Supplier shall be obligated to fulfil as part of the delivery of Language Services.

- The Supplier shall be responsible for the professional development, accountability and 3.5.1 quality of the directly employed Linguists used to provide Language Services to Contracting Authorities. Where the Linguists are not directly employed by the Supplier for example they are self-employed, contracted or provided by a Sub Contractor, the Supplier shall ensure that they have the correct level of professional development, training, and quality to perform the assignment allocated to them.
- 3.5.2 The Supplier shall provide evidence of Linguists having undertaken and completed foundation, accredited training as detailed in paragraph 3.3.5 and shall ensure their Linguists are working towards the appropriate qualifications at an appropriate level. For rare/specialist Languages as listed in Annex A, Suppliers shall ensure that Linguists are able to provide evidence of having received basic translation and/or interpreter awareness (Linguistic model-based) and induction training (of a suitable and sufficient duration and content).
- 3.5.3 The Supplier shall provide and routinely update the Authority and Contracting Authorities with information about how the professional development, accountability and quality of Linguists are being managed and the numbers. Such information shall be made available on request to the Authority and/or Contracting Authority.
- 3.5.4 Where the Linguist is directly employed by the Supplier any training and continuing professional development (CPD) of Linguists shall be provided by and at the expense of the Supplier. The Supplier shall not pass on any costs of such training to Linguists.
- Training records of Linguists shall be made available to the Authority and Contracting 3.5.5 Authority on request. The Supplier shall maintain the records on a secure database (refer to paragraph 3.7) and ensure they are an accurate account of the level of training. Suppliers shall demonstrate evidence of monitoring and reviewing Linguist's CPD by

making quarterly reports available to the Authority and Contracting Authority in a format acceptable to them.

**3.5.6** The Supplier shall regularly assess and monitor the performance of individual Linguists and address poor performance issues.

### 3.6 SECURITY VETTING / CLEARANCE - MANDATORY REQUIREMENTS

This paragraph describes the Security Vetting/Clearance mandatory requirements that the Supplier shall be obligated to fulfil as part of the delivery of Language Services to commence from the implementation of any Call Off Agreements

- **3.6.1** The Supplier shall ensure that all staff, Linguists and sub-contractors are security cleared to the appropriate level as specified by the Contracting Authority, prior to them undertaking work on this Framework Agreement.
- **3.6.2** As a minimum, for all Central Government Departments and members of the Armed Forces, a Baseline Personnel Security Standard (BPSS) or an equivalent of BPSS of all Supplier Personnel, all Linguists and all approved sub-contractors must be undertaken by the Supplier in accordance with HMG Baseline Personnel Security Standard.
- **3.6.3** The Supplier shall comply with the BPSS pre-employment controls, accessible via the link below:

https://www.gov.uk/government/publications/government-baseline-personnel-securitystandard

- **3.6.4** For each wider public sector Contracting Authority, the Supplier shall comply with the BPSS, or an equivalent BPSS and the Personnel Security and pre-employment screening requirements as specified during the Call Off Agreement stage.
- **3.6.5** As a minimum, the Framework Agreement requires Suppliers to undertake mandatory pre-engagement checks of all staff, including Linguists in accordance with the BPSS or a Contracting Authority equivalent of the BPSS.
- **3.6.6** The Suppliers shall also comply with List X security requirements depending on the Contracting Authority requirements. Certain Contracting Authorities shall require additional levels of security vetting this will be established at Call Off Agreement stage. The links below provide details of the List X requirements:

https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/367514/S ecurity\_Requirements\_for\_List\_X\_Contractors.pdf

**3.6.7** All Linguists and staff of the Supplier working in Central Government or with the Armed Forces under this Framework Agreement, shall comply with the Authority's staff vetting procedures as outlined below:

### 3.6.8

https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/410888/A pplicants\_guide\_to\_completing\_the\_DBS\_app\_form\_v1\_5.pdf

- (a) Baseline Personnel Security Standard (BPSS) pre-engagement checks:Baseline Personnel Security Standard (BPSS) pre-engagement checks - Suppliers shall conduct pre-employment checks, completing a Basic Check Verification Record (BCVR). A Basic Check is essential to formalise the checks into the background and identity of individuals. Basic Checks are a pre-requisite to any security vetting. The Contracting Authority reserve the right carry out their own BPSS checks.
- (b) Prospective Linguists shall be asked to provide original documents to establish their security vetting position. The Supplier shall not accept duplicates and photocopies of the original documents. The Supplier shall be aware of their responsibility for checking the original documents and initiating any additional security checks required (see below).
- (c) The Supplier shall conduct face-to-face interviews and verify the identity of Linguists prior to their submission for engagement. This shall be through photographic ID and check of one of the following and a copy shall be created and verified:

- Valid Passport (including front cover)
- Original birth certificate
- Valid Driving Licence
- Utilities bill to confirm address
- P45
- Indefinite Leave to Remain (ILTR)
- (d) The Supplier shall verify the nationality and immigration status of applicants and ensure that Linguists who are overseas nationals and who do not live in the UK or EU have a valid UK permit from Work Permits (UK) prior to submitting them for engagement. A copy of a valid permit shall be held on file, copy shall be in date and verified.
- (e) The Supplier shall obtain professional work references, from an appropriate senior level at the previous employment / agency, that indicates the Linguist is suitable for employment within a public sector environment and has a positive track record. They shall, where possible, and as a minimum, include two from the most recent engagements held by the Linguist and shall contain details of work undertaken during these engagements. The Supplier shall use its best endeavours to ensure that these references are relevant to each specialty in which the Linguist may be placed.
- (f) Three years' employment details should be recorded to establish employment history.
- (g) The Supplier shall ensure verification of potential applicants' unspent criminal records via Disclosure and Barring Service (DBS) certification and / or Disclosure Scotland certification where appropriate.
- (h) The Supplier shall ensure that the Linguist is required to account for any significant periods of time spent overseas.
- (i) The Supplier shall retain evidence of signed and dated declaration regarding unspent previous criminal convictions subject to the Rehabilitation of Offenders Act 1974 as amended by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013, S.I. 2013/1198.
  - A result of the Basic DBS disclosure check, including checks against both DBS Barred Lists, performed at recruitment and remains valid throughout the duration of the Assignment. The following information is required:
    - i. A copy of the original DBS Certificate sent to the applicant and signed & dated confirmation that the original document was seen
    - ii. issue date of the DBS certificated
    - iii. full name of the candidate
    - iv. level of check requested, including checks against both DBS Barred Lists
    - v. position the certificate was requested for
    - vi. name of the employer
    - vii. name of the counter-signatory and position
    - viii. Unique reference number of the disclosure certificate

- **3.6.9** Copies of DBS Certificates and accompanying documentary evidence of update service checks should be handled and retained in line with the Disclosure & Barring Service Code of Practice concerning the Handling of DBS certificate information
  - ix. Where the candidate has registered for the DBS update service the Supplier shall access this service in line with the <u>DBS update service</u> <u>employer guide</u>. DBS update service checks shall be performed on a minimum of an annual basis. In the event of the Applicant not registering for the service the DBS certificate shall be deemed to have expired one year following the issue date.
  - x. Where the Candidate has registered for the <u>DBS update service</u> the evidence of the online check and candidate's registration number should be retained in line with the DBS Code of Practice as referred to in Paragraph 10.1.9.2 (viii) within the code indicated in 4.4.
  - xi. The Supplier should interpret the DBS update service status check in line with the DBS update service Employer's Guide. In the event that the result is 'This DBS Certificate is no longer current. Please apply for a new DBS check to get the most up-to-date information 'The Supplier shall not place the candidate until a new DBS check has been issued, reviewed and copied by the Supplier and in line with 10.1.9.2 within the code shown in the link at 4.4.
  - (j) Where applicable, a certificate of good conduct or overseas criminal record check ('Police check') conducted on the potential candidate who has entered the UK or has become resident in the UK (either temporarily or permanently) within the six (6) Months immediately prior to recruitment. The Police check obtained shall not be more than three (3) Months old at recruitment.
  - (k) The Supplier shall note that the Contracting Authority may specify additional and / or alternative requirements to some, or all of, the above requirements.
  - (I) The Supplier shall note that the Contracting Authority may specify additional levels of security clearance before a Linguist shall be permitted to undertake delivery of Services i.e. Counter Terrorism Clearance (CTC) or higher.
  - (m) Costs for the above shall be borne by the Supplier. The Authority accepts no liability for costs incurred in the process of obtaining such disclosure certification.
- **3.6.10** Contracting Authorities may perform audits which may include checking compliance with the security requirements above and or the additional requirements specified by the Contracting Authority and as mandated by HM Government.

### 3.7 DATA SECURITY – MANDATORY REQUIREMENTS

This paragraph describes the Data Security requirements that the Supplier shall be obligated to fulfil as part of the delivery of Languages Services.

3.7.1 Due to the sensitive nature of some of the information encountered at both the Framework Agreement and Contracting Authority statement of requirements level, as defined in the Call Off Agreement, for all the organisations in this contract, the Supplier shall remain compliant with HMG Policv Framework Security (SPF) https://www.gov.uk/government/publications/security-policy-framework/hmg-securitypolicy-framework and its mandatory minimum requirements mentioned therein. A copy of which can be found the Cabinet Office website on https://www.gov.uk/government/collections/government-security.

- **3.7.2** The Supplier shall at all times ensure that the level of data security employed in the provision of the Services is appropriate to maintain acceptable risk levels for the handling of data securely to be defined by the Contracting Authority at Call Off Agreement stage.
- **3.7.3** Linguists shall not keep notes of the Assignment electronically. Any paper notes made by the Linguist shall be shredded and securely disposed of in a manner that complies at least with HMG Standard No.5 or its equivalent.

### 3.7.4 CYBER ESSENTIALS SCHEME

- **3.7.4.1** It is mandatory for Suppliers by the date of the commencement of the Framework Agreement or at a later date when Cyber Essentials Data are received by the Supplier to demonstrate that they meet the technical requirements prescribed by Cyber Essentials. This is in order to further reduce the levels of cyber security risks in their supply chains. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a more basic level of assurance which is known as Cyber Essentials Plus". With regard to the Services, Suppliers must demonstrate that they have achieved the level of assurance known as Cyber Essentials. Suppliers shall demonstrate this in one of the ways listed below:
- **3.7.4.2** A Supplier has a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or
- **3.7.4.3** A Supplier has not got a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies but is working towards gaining it, and will confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the date of the Framework Agreement or a later date when Cyber Essentials Data are received by the Supplier; or

A Supplier has not got a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies, but can demonstrate (or, will be able to demonstrate by the date of the Framework Agreement or a later date when Cyber Essentials Data are received by the Supplier) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following

<u>https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf</u> and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12 months) that its organisation demonstrates compliance with Cyber Essentials technical requirements.

- **3.7.4.4** A Supplier will be exempt from complying with the requirements at paragraphs 3.7.4.1 where a Supplier conforms to the ISO27001 standard and the Cyber Essentials requirements have been included in the scope of that standard, and verified as such and the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies referred to in paragraph 3.7.4.2 above.
- **3.7.4.5** The Supplier shall throughout the Framework Period and any Call Off Agreement Period renew its Cyber Essentials certificate immediately after the expiration of a period of 12 consecutive months from the date that the same

was first issued or last renewed; or where the Supplier does not have a Cyber Essentials certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or a Customer, as the case may be, with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.

- **3.7.4.6** The Supplier shall ensure that its Sub Contractors comply with the provisions of paragraphs 3.7.4.1 to 3.7.4.8 (inclusive) where such Sub Contractors are responsible for receiving Cyber Essentials Data.
- 3.7.4.7 Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link: <u>https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</u>

#### 3.8 **ORDERING / BOOKING PROCESS – MANDATORY REQUIREMENTS**

This paragraph describes the mandatory Ordering/Booking process requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Language Services.

- 3.8.1 The Supplier shall be required to provide appropriate training to each Contracting Authority placing a Call Off Agreement. This training shall cover all procedures relating to the Call Off Agreement, ensuring people are conversant with booking process and how to use the appropriate booking forms. The Supplier shall provide this training free of charge.
- **3.8.2** The Supplier shall enable a Linguist to be booked via a single point of contact which the Contracting Authority can access 24 hours a day 7 days a week every day of the year.
- The Supplier shall have a procedure for identifying Languages in those instances where 3.8.3 the Contracting Authority's staff have been unable to do so.
- 3.8.4 The Supplier shall provide an ordering system which allows the Contracting Authority staff to place orders via each of the following methods:
  - a) telephone
  - b) facsimile
  - c) post
  - d) e-mail
  - e) secure on-line / web based order form
  - f) Purchase to Pay
- 3.8.5 The Supplier shall provide the Contracting Authority with a single point of contact for this service including a unique Freephone number. The Suppliers telephone service shall require a dedicated non premium rate and/or a 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.
- Where a web based or other innovative technology based booking solution is offered this 3.8.6 should employ an appropriate level of encryption (as agreed with the Contracting Authority and in accordance with HMG standards) to prevent interception of data contained within the booking process. Contracting Authorities who are part of the UK Government Security Services shall require an increased level of encryption. Details of which shall be established with the Contracting Authority at Call Off Agreement stage. The Supplier shall provide a Freephone helpdesk facility to provide advice and support on booking, ordering, invoicing, performance issues, general enquiries, Linguist status and any other day to day enquiries.
- 3.8.7 The Supplier shall host a website providing details and access to the information resources that they shall make available to Contracting Authorities. The website should be accessible by Linguists and Contracting Authority's staff to enable them to post short summaries of the work of the Contracting Authority, glossaries of commonly used terminology, and copies of frequently used forms that can be downloaded, including, but not limited to, language cards. The website shall be controlled by the Supplier in line with clause 29.2 of the Framework Agreement.

#### 3.9 **CANCELLATION OF BOOKINGS – MANDATORY REQUIREMENTS**

This paragraph describes the mandatory booking cancellation process that the Supplier shall be obligated to fulfil as part of the delivery of Language Services.

- 3.9.1 The Supplier shall only accept cancellations or variations to booking requests in all agreed formats, from the Contracting Authority and not from any other party, for example patients, suspects or clients.
- The Supplier shall be able to receive and act upon cancellations 24 hours a day 7 days a 3.9.2 week every day of the year.
- 3.9.3 In instances where the Contracting Authority's client, for example patient, suspect or client, fails to attend for their Appointment at the time and place agreed, the Supplier may charge the full amount of time for the booking indicated on the booking request form.
- 3.9.4 In the event that the scheduled booking is delayed due to the Contracting Authority's booking, for example surgery, clinic, trial running over or the suspect, patient, carer arriving late, the Supplier may charge the full amount of time for the booking indicated on the booking request form including any additional waiting time.
- 3.9.5 Information must be made available to the Contracting Authority by the Supplier as proof of short notice cancellations, where clients, for example patients, suspects or clients have failed to attend and delays by the Contracting Authority. The Contracting Authority will determine how this information will be presented at the Call Off Agreement stage.

#### 3.9.6 Cancellation by Contracting Authorities –Telephone Interpreting and Non Spoken and Spoken Video Language Services and Spoken Face to Face Interpreting Services

The Supplier shall not charge for Assignments that are cancelled where 24 hours' notice before the booked Assignment time (as indicated on the booking request form), is given by the Contracting Authority.

Where 24 hours' notice is not given for a cancellation and the Linguist is not, either travelling to the booking, or on site at the booking, the Supplier may charge half the amount of time indicated on the booking request form.

#### Cancellation by Contracting Authorities - Written Translation, Transcription and 3.9.7 **Ancillary Services**

Except were translation and or transcription is booked in advance for a specific period, there will be no cancellation period for assignments and no charges incurred by the supplier.

### 3.9.8 Cancellation by Contracting Authority Lots 4a to 4e Non Spoken Face to Face only

Cancellation by the Contracting Authority will be a full charge up to 5 working days before the Assignment (as indicated on the booking request form), 50% of the fee if cancelled between 5 - 10 working days.

### 3.9.9 Cancellation by the Linguist and / or Supplier – All Lots

In exceptional circumstances the Contracting Authority may vary the terms of cancellation with the agreement of the Supplier. The Supplier shall be liable for any costs and losses that are incurred as a direct consequence of a Linguist failure to attend the Assignment at the specified location and at the specified time (for example but not limited to, Court or medical costs). The Contracting Authority shall specify the calculation for such costs at the Call Off Agreement stage.

### 3.10 PAYMENT AND INVOICING – MANDATORY REQUIREMENTS

This paragraph describes the mandatory payment and invoicing requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Language Services.

- **3.10.1** The Contracting Authority shall specify which payment option(s) they will require at the Call Off Agreement stage. The Supplier shall have the ability to support payment options, with no additional charge, as directed by Contracting Authorities to include, but not limited to:
  - a) Electronic Procurement Cards (EPCs)
  - b) billing to project and or cost centre codes
  - c) lodge cards
  - d) consolidated invoice accounts, for example 7 or 30 days
  - e) individual and or single bill back (for example not consolidated)
  - f) manual invoicing
  - g) invoicing to different levels of detail
- **3.10.2** Where requested by the Contracting Authority, the Supplier shall interface with the Contracting Authorities e-Commerce (Purchase2Pay) system.
- **3.10.3** Where the Contracting Authority does not require a full e-Commerce (Purchase2Pay) system, the Supplier shall provide an alternative solution this will be specified by the Contracting Authority at the Call Off Agreement stage.
- **3.10.4** The Supplier shall comply with Contracting Authorities requirements in respect of authorisation, invoicing and payment processes and procedures specified by individual Contracting Authority.
- **3.10.5** Under the direction of the Contracting Authority, the Supplier shall be required to assist the Contracting Authority in the promotion of process efficiencies.
- **3.10.6** Invoices shall be submitted in arrears to the ordering point stipulated by the Contracting Authority or as instructed by the Contracting Authority at Call Off Agreement stage.
- **3.10.7** Invoices shall be clearly addressed and contain itemised line detail of the service provider and rates applied to the service provided and charging basis.
- **3.10.8** The Supplier shall pay any undisputed sums which are due from the Supplier to a Sub Contractor or Linguist within thirty (30) days from the receipt of a valid invoice and/or timesheet.

### 3.11 TRAVEL AND RELATED COSTS MANDATORY REQUIREMENTS

This paragraph describes the mandatory travel and related costs requirements that the Supplier shall be obligated to fulfil as part of the delivery of the Language Services Framework Agreement.

- **3.11.1** Where possible, Linguists local to the Assignment should be used and travel and related costs shall be subsumed within the minimum charge determined by the type of rate chosen by the Contracting Authority e.g. one hour for Spoken Face to Face interpretation and two hours Non Spoken Face to Face interpretation.
- **3.11.2** The Contracting Authority shall specify requirements, policies and arrangements for travel costs, travel-related costs, travel time and subsistence at the Call Off Agreement stage.

- **3.11.3** Where the Contracting Authority specifies at the Call Off Agreement stage, that travel and travel-related costs can be paid to Linguists attending Assignments, and where specified by the Contracting Authority, the Supplier shall administer, manage and control payment of travel and travel-related costs for Linguists attending Assignments. The Supplier shall ensure that this is undertaken in line within the Contracting Authority's requirements and within the rules specified by the Contracting Authority, including advanced booked tickets for economic purposes. Travel will be undertaken in accordance with the agreed Travel Policy of the individual Contracting Authority.
- **3.11.4** The Contracting Authority shall provide a copy of their current policies and arrangements for travel costs, travel-related costs, travel time and subsistence to the Supplier upon request at the Call Off Agreement stage.
- **3.11.5** The Supplier shall support the Government's Agenda for Sustainability, for example including, but not limited to, minimising travel and encouraging travel by public transport.
- **3.11.6** Where payment for travelling time has been agreed with the Contracting Authority this shall not exceed 50% of the hourly rate for the Assignment, and will be for the actual time spent travelling. The point of origin of the journey being the Linguists home or current location whichever is the closest to the place of the Assignment.
- **3.11.7** Where a Supplier has branches throughout the country the work shall be performed by the branch nearest to the location of the work. It is not appropriate to charge travel from a more distant location if the Linguist was on business in another part of the country, thereby passing on travelling costs to other Assignments. All work shall be undertaken with due regard to economy and the Linguists time should be managed to minimise costs.

#### 3.12 SERVICE SPECIFIC STANDARDS - MANDATORY REQUIREMENTS

This paragraph describes the mandatory procurement specific standards that the Supplier shall be obligated to comply with as part of the delivery of the Language Services Framework Agreement.

- **3.12.1** The Supplier shall at all times during the Framework Period and the term of any Call Off Agreement(s), comply with the Standards including, but not limited to, the following standards or the successors of these standards:
  - (a) Service Management Standards
  - BS EN ISO 9001 "Quality Management System" standard or equivalent. (b) (i)
    - (ii) ISO 10007 "Quality Management Systems Guidelines for configuration management". Or equivalent
      - (iii) BS25999-1:2006 "Code of Practice for Business Continuity Management" and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision ITSC/DR plans or equivalent
  - (c) **Environmental Standards** 
    - (i) BS EN ISO 14001 Environmental Management System standard or equivalent.
  - Information Security Management Standards (d) (i) ISO 27001 Information Security Management standard or equivalent.
  - (e) Occupational Health and Safety Management System Standards
    - (i) OHSAS 18001 Occupational Health and Safety Management System or equivalent.

# 3.13 MANAGEMENT INFORMATION, MONITORING AND DATA REPORTING – MANDATORY REQUIREMENTS

This paragraph, describes the mandatory Management Information, monitoring and data reporting requirements that the Supplier is obligated to fulfil as part of the delivery of Language Services. Suppliers should read this information in conjunction with Framework Agreement Schedule 9.

- **3.13.1** Timely and accurate Management Information and data reporting shall be provided to the Authority and to the Contracting Authority free of charge in accordance with Framework Agreement Schedule 9 (Management Information).
- **3.13.2** The Authority and/or Contracting Authority may request data and reports on an ad hoc basis to assist with Parliamentary Questions (PQs). The Supplier shall within one working day of request by the Authority and/or Contracting Authority provide the required data or information.
- **3.13.3** The Supplier shall provide the Authority and/or Contracting Authority with analysis of market intelligence on languages to identify current, emerging and future projected pattern of demand, geographical spread, trends and potential gaps.
- **3.13.4** The Supplier shall comply with the Contracting Authority equality data collection and monitoring requirements and supply such data and information as the Supplier may be required to produce as specified at the Call Off Agreement stage. The Contracting Authority will ensure that Call Off Agreements and Suppliers are monitored to ensure compliance with equality standards and may seek to conduct their monitoring arrangements through an independent body.
- **3.13.5** The Supplier shall have the flexibility to produce and provide to the Authority and the Contracting Authority any requested tailored / non-standard Management Information reports as may be reasonably requested by the Authority or Contracting Authority from time to time and shall be provided free of charge, for example Gainshare/Equality and Diversity Monitoring.
- **3.13.6** The content of statistical information, timing and format of any report requested by a Contracting Authority shall be agreed between the Supplier and the Contracting Authority at Call Off Agreement stage.

# 3.14 FRAMEWORK MANAGEMENT AND ACCOUNT MANAGEMENT – MANDATORY REQUIREMENTS

This paragraph describes the mandatory Framework Contract Management and account management requirements that the Supplier shall be obligated to fulfil as part of the delivery of Language Services.

- **3.14.1** Whilst the Authority recognises and accepts that the use of Subcontractors may be involved in the delivery of the Contracting Authority's requirement, it is expected that the Supplier shall manage, control and maintain all customer facing activity.
- **3.14.2** The Supplier shall provide the Authority with a named Framework Contract Manager, by email within 5 working days of signing the Framework Agreement. The nominated Framework Contract Manager shall have a minimum of two years relevant industry experience. To ensure continuity of service the Authority shall require a Deputy Framework Contract Manager to cover periods of unavailability and absence. This employee shall be familiar with all aspects of the Framework Agreement and suitably experienced in the role. The Supplier shall have a fall back position as a result of annual leave or any other (un)planned absence by both the above Framework Contract Manager and their Deputy Framework Contract Manager

- **3.14.3** Where service or performance by the Supplier falls below the required level then the Framework Contract Manager shall ensure appropriate extra resources are committed promptly at no extra cost to the Contracting Authority.
- **3.14.4** The Supplier shall immediately provide the Authority with a written report whenever the service or performance falls below the required level and the remediation measures that have been put in place to prevent a re-occurrence.
- **3.14.5** The Framework Contract Manager shall attend periodic review meetings which shall be determined by the Authority. The content of these review meetings will be to report on and check the monitoring standards and performance of the Supplier, resolve any issues which have not been dealt with on a day to day basis, business opportunities, potential innovative solutions and any complaints from Linguists regarding payment.
- **3.14.6** The Framework Contract Manager shall promote, deliver and communicate transparency of pricing and savings to the Authority and provide to the Authority;
  - (a) a written recommendation report every quarter, outlining where and how Contracting Authorities can buy more effectively and make incremental savings.
  - (b) a written performance report as defined within the Framework Agreement Schedule 2 Part B Key Performance Indicators and the Call Off Agreement Service Levels.
  - (c) an agreed Continuous Improvement Plan, within the first 3 months of Framework Award, with quarterly communication of progress on actions and the entire Continuous Improvement Plan updated annually.
  - (d) a proactive and quarterly written communication, which includes details of changes, improvements, risks, issues, complaints, concerns and future plans.
- **3.14.7** The Supplier shall provide the Contracting Authority with a named Account Manager with a minimum of two years' relevant industry experience, for each Contracting Authority, as appropriate, to ensure that all the requirements of the Call Off Agreement are met. The Supplier shall have a fall-back position as a result of annual leave or any other (un)planned absence.
- **3.14.8** As part of the Supplier's continuous monitoring of all requirements of the Call Off Agreement, the Account Manager shall present to the Contracting Authority relationship manager, a full analysis for each customer of its performance, sales, issues and proposed plans every month, calendar quarter or as otherwise required by the Contracting Authority.

### 3.15 COMPLAINTS PROCEDURE – MANDATORY REQUIREMENTS

This paragraph describes the mandatory complaints procedure that the Supplier is obligated to fulfil as part of the delivery of Language Services. Suppliers should read this information in conjunction with Framework Agreement Clause 47.

- **3.15.1** The Supplier shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints initiated by the Authority and/or Contracting Authority, its representatives and/or its customers, employees and contractors. The procedure should allow for the identification and tracking of individual complaints from initiation to resolution.
- **3.15.2** A clearly defined complaints procedure is required which sets out timescales of the action that shall be taken and includes timescales of when matters shall be escalated.
- **3.15.3** The Supplier shall ensure that any complaints received directly from a Contracting Authority who are encountering problems whilst an Assignment is being undertaken are dealt with as a matter of priority and the Supplier shall seek to minimise the disruption

caused. Types of complaints that shall be supported in this way include: Linguist not arriving at venue, Linguist not on telephone call, required level of Linguist not provided.

- **3.15.4** Complaints made by the Contracting Authority and/or the Authority should be acknowledged by the Supplier within 4 working hours of the details of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution of the complaint should be made by the Supplier to the Contracting Authority and/or the Authority at intervals of 2 working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties. As a minimum, complaints shall be acknowledged within 24 hours, and satisfactorily resolved within 5 working days, or by agreement with the Authority / Contracting Authority.
- **3.15.5** The Supplier shall provide comprehensive reports on all complaints to the Authority and to the relevant Contracting Authority on a monthly basis or as requested by each of the Contracting Authorities. These reports shall include the date of the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint. The Contracting Authority shall define any additional requirement with the Supplier during the Call Off Agreement stage.
- **3.15.6** The level and nature of complaints arising and proposed corrective action or that under way or completed shall be reviewed by the parties periodically, as appropriate according to the numbers of complaints arising, and in any event at intervals of not less than 3 months.
- **3.15.7** The Authority, where appropriate, will meet with the Contracting Authority in order to discuss delivery performance and address any concerns that may exist around the provision of services.

### 3.15.8 Whistleblowing

- **3.15.8.1** The Supplier shall ensure that it has a policy in place that enables the Suppliers staff and other members of your organisation to voice concerns in a responsible and effective manner, this includes where a staff member and other members of your organisation discovers information which they believe shows serious malpractice or wrongdoing within the organisation. The policy shall allow for this information to be disclosed internally without fear of reprisal, and there should be arrangements to enable this to be done independently of line management. The policy shall include:
  - 3.15.8.1.1 details of The Public Interest Disclosure Act, which came into effect in 1999 and gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns.
  - 3.15.8.1.2 details of a prescribed person or body if an individual feels they cannot go to their employer.

### 3.16 GAINSHARE

- **3.16.1** At any time during the lifetime of the Framework Agreement and any subsequent Call Off Agreement the Supplier may make a proposal to the Authority and the Contracting Authority for an improved new or different way of providing the Services ("Service Improvement Proposal"). Any Service Improvement Proposal must clearly state that it is submitted for consideration under this Gainshare provision and shall include:
  - (a) a business case for the new or different way the Supplier intends to provide the Services, outlining the Service improvement(s) identified

- (b) the anticipated operational impact (including, without limitation, an equality impact assessment, an assessment of quality, reliability and other relevant factors) of the Service improvements on the delivery of the Services by the Supplier in accordance with the Framework Agreement and or Call Off Agreement(s) the potential benefit(s) (financial or otherwise) to the Supplier, the Authority and the Contracting Authority
- the potential direct and indirect cost savings for the Supplier, the Authority and the (c) Contracting Authority
- the potential direct and indirect costs which might be incurred by the Supplier, the (d) Authority and the Contracting Authority
- advice to the Authority and the Contracting Authority of any risks associated with (e) the Service improvements
- the gainshare ratio (f)
- **3.16.2** The Supplier, the Authority and the Contracting Authority shall meet to discuss the Service Improvement Proposal and shall attempt to agree the investment (financial or otherwise) to be contributed by the Supplier, the Authority and the Contracting Authority, the estimated amount of savings, the gainshare ratio, the timing of any payments or adjustments and the proportion of the costs and losses to be borne by the Supplier, the Authority and the Contracting Authority should the Service Improvement Proposal be aborted or not meet its financial objectives. The Supplier shall then submit a revised Proposal to the Authority and the Contracting Authority.
- 3.16.3 The Authority shall assess the Service Improvement Proposal in conjunction with the Contracting Authority and shall, in writing within one (1) Month (or such other time as agreed between the parties), either accept it in principle, reject it or offer recommendations or refinements in order for the Supplier to submit a revised Service Improvement Proposal.
- **3.16.4** If and when the Service Improvement Proposal is accepted in principle by the Authority and Contracting Authority and such agreement is put in writing, the Supplier shall formulate an implementation plan which shall set out in more detail the way in which the Supplier intends that the Service Improvement Proposal shall be implemented and the timetable for payments or adjustments to any element of the prices paid in accordance with the agreed gainshare ratio ("Gainshare Implementation Plan").
- 3.16.5 Once the Gainshare Implementation Plan has been agreed between the parties, the Supplier shall implement the Service Improvement Proposal in accordance with the plan and the Supplier, the Authority and the Contracting Authority shall comply with any obligations they have assumed, including adjustments to the prices paid and obligations to make payments. In each case these will be in accordance with the timetable outlined in the Gainshare Implementation Plan
- **3.16.6** Following implementation, the parties shall meet to discuss the implementation as a whole, including a cost and benefit review.
- **3.16.7** The Supplier shall provide regular updates to the Authority on:
  - gainshare Service Improvement Proposals that have been submitted to Contracting (a) Authorities for consideration, and
  - the resultant benefits that have been derived from Service Improvement Proposals (b) which have been implemented.
- **3.16.8** Such information may be collated by the Authority as part of the Management Information process.

### 3.17 SUPPLY CHAIN MANAGEMENT – MANDATORY REQUIREMENT

This paragraph describes the supply chain mandatory requirements the Supplier shall comply with during the Framework Agreement, and the term of any Contracting Authorities Call Off Agreements. Please refer to Framework Clause 25. Please note the Government intends to continue its relentless focus on ensuring SMEs are at the forefront of its commercial thinking. Suppliers shall be required to make this Framework Agreement and Call Off Contracts as accessible as possible to ensure the most appropriate Sub contactors are part of their supply chain whilst proactively supporting the Governments SME agenda and delivering a quality service ensuring value for money is achieved.

- **3.17.1** The Supplier shall ensure that they exercise due skill and care in the selection of any Sub Contractors.
- **3.17.2** The Supplier shall proactively encourage SME's to become part of their supply chain to support the Governments SME agenda.
- **3.17.3** The Supplier shall ensure that all Sub Contractors appointed have the technical and professional resource and experience to unreservedly deliver in full all the mandatory Service requirements set out in this Framework Agreement Schedule 2.
- **3.17.4** The Supplier shall formalise relationships with Sub Contractors and manage any Sub Contractors in accordance with Good Industry Practice.
- **3.17.5** The Supplier shall proactively seek to ensure quality and operational efficiencies within the supply chain.

### APPENDIX 1 TO PART A GOODS AND SERVICES - LOT 1 MANAGED SERVICE PROVISION MANDATORY REQUIREMENTS

This Appendix 1 to Part A Goods and Services provides details of the mandatory requirements that Suppliers are expected to fulfil in their entirety under Lot 1 Managed Service Provision in order to meet the Goods and Services delivery requirements of this Framework Agreement. It is important that the Suppliers take time to fully understand this important part of the Service Delivery requirements. ALL mandatory requirements 1 and 2 shall be required to commence from the implementation of the Call Off Agreements with the Contracting Authority.

- 1. Lot 1 Mandatory Service Requirements The Supplier shall be able to fulfil all aspects of the Lot 1 Mandatory Service Requirements for Contracting Authorities. Please refer to paragraph 1.
- 2. Qualifications Mandatory Requirements The Supplier shall ensure the range of Linguist qualifications and criteria required under this Lot shall meet the mandatory requirements as set out in paragraph 2.

### 1. LOT 1 - MANDATORY SERVICE REQUIREMENTS

- **1.1.** The Supplier shall provide a Managed Service Provision throughout the United Kingdom and Overseas. Language Services shall be required at any location in the United Kingdom and Overseas, within a range of timescales, which the Contracting Authority shall specify at the Call Off Agreement stage, ranging from the very short for example within half an hour to the moderately long for example days, weeks or months.
- 1.2. Lot 1 Managed Service Provision shall ensure that Written Translation, Transcription and Ancillary Services, Non Spoken Face to Face and Video Language Services and Face to Face Interpreting Services shall be available between 08:00hrs and 18:00hrs Monday to Friday of each week and on Bank Holidays and weekends if required. An additional out of hours facility shall be made available between 18:00hrs and 08:00hrs, which shall cover emergency, short term bookings for out of hours' services.
- **1.3.** Lot 1 Managed Service Provision shall ensure that Telephone Interpreting and Video Language Services Spoken and Non Spoken shall be available 24 hours a day 7 days a week, every day of the year.
- **1.4.** The Supplier shall provide the Contracting Authority with a single point of contact for this service including a unique Freephone number. The Suppliers telephone service shall require a dedicated non premium rate and/or a 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.
- **1.5.** Circumstances may occur where it is possible for the Contracting Authority to give at least several days' notice of the service requirement to the Supplier, however Suppliers shall be aware that urgent requirements may arise for a Linguist to be available at a specified location within half an hour, which shall be specified by the Contracting Authority at the time of booking.
- **1.6.** The Supplier shall provide multi, (i.e. more than one), Language Service delivery channel providing the flexibility for the Contracting Authority to define their specific requirements. The Supplier shall provide a tailored solution that covers advisory services, administration support and efficient business processes through to the delivery of the Language Service requirements. For the avoidance of doubt the Contracting Authority shall utilise at least two of the Language Services, Written Translation, Transcription and Ancillary Services and/or Telephone Interpreting and Video Language Services and/or Non-spoken Face to Face and Video Language Services.

- **1.7.** The Supplier shall provide an end-to-end service with a seamless process to the end user, providing Language Service requirements, through its own Linguists and via Sub Contractors if required.
- **1.8.** The Supplier shall be responsible for the compliance of the Sub Contractors used in accordance with the terms and conditions of the Framework Agreement as outlined in Clause 25 of the Framework Agreement, and in accordance with all legislative and regulatory requirements.
- **1.9.** The Supplier shall act as the Contracting Authority's single point of contact, managing the relationship and interface with the supply chain. The Supplier shall contract and manage all operational tiers to ensure an uninterrupted supply of appropriately qualified Linguists.
- **1.10.** The Supplier shall work with the Contracting Authority in such a manner as to enable enhanced value for money through the reduction of procurement costs, Supplier management costs, bidding cost of the supply market and to access economies of scale relative to the size, value and status of the particular requirement.
- 1.11. The Supplier shall provide Services which shall arise under this Lot including;
  - Strategy and policy advice, for example advising how savings could be made by switching delivery channels;
  - Centralised management information to provide insightful analysis to inform policy and decision making;
  - Consolidating invoicing for the provision of the entire service; and
  - A one-stop-shop for end to end Language service solutions including provision of:
    - Written Translation and Transcription and Ancillary Services
    - Telephone Interpreting including Video Language Services
    - Non Spoken Face to Face and Video Language Services
    - Spoken Face to Face Interpreting Services
- **1.12.** The Supplier shall ensure that any added value and saving delivery performance benefits are embedded into the service delivery for Contracting Authorities.
- **1.13.** The Supplier shall ensure that more efficient and innovative ways of working are shared with the Contracting Authorities and ensure best practice comes working practice.
- **1.14.** Where requested by the Contracting Authority additional services and higher levels of security/quality may be required and these will be further specified at the Call Off Agreement stage.
- **1.15.** The Supplier shall be able to provide the mandatory requirements as detailed in:
  - **1.15.1.** Appendix 2 to Part A Goods and Services Lot 2 Written Translation and Transcription, and Ancillary Services Mandatory Requirements.
  - **1.15.2.** Appendix 3 to Part A Goods and Services Lot 3 Telephone Interpreting and Video Language Services Mandatory Requirements
  - **1.15.3.** Appendix 4 to Part A Goods and Services Lot 4 Non Spoken Face to Face and Video Language Services Mandatory Requirements
  - **1.15.4.** Appendix 5 to Part A Goods and Services Lot 5 Face to Face Interpreting Mandatory Requirements

#### 2. LOT 1 QUALIFICATIONS – MANDATORY REQUIREMENTS

2.1. The range of Linguist qualifications and criteria required under this Lot shall include those listed below (or their equivalent):-

### Translators

- Honours degree in the relevant language and/or a degree in Translation; •
- QCF Level 7 gualification in translation such as the IoLET Diploma in Translation or an MA in Translation;
- Recognised post graduate qualification in Translation (for transcribers preferably the Diploma in Public Services Interpreting (in ) within the relevant genre
- Qualified membership of Chartered Institute of Linguists or the Institute of Translating and Interpreting (or equivalent overseas professional body).

### **Telephone Interpreters**

- NVQ Level 3 Interpreting
- NVQ Level 5 Interpreting
- DPSI Qualified Interpreter
- QCF Level 6 OFQUAL

Linguists who allow communication to take place between Deaf and Deafblind people Face to Face and via agreed video conferencing technology

The Supplier shall ensure that the Linguist gualifications shall be as a minimum as listed at http://www.nrcpd.org.uk/

### Spoken Face to Face and Video Spoken Interpreters

- NRPSI Full Status registrant (A or B) listed in Law Section (for court work) •
- NRPSI Full Status registrant listed in Local Government Section
- NRPSI Full Status registrant listed in Health Section
- NRPSI Full Status registrant other sections •
- NRPSI Rare Language Registrant
- Institute of Translation and Interpreting member •
- NRPSI Interim Status registrant (A or B) listed in a) Local Government, or b) • Health Sections or c) Law
- Honours degree in the relevant language and/or a degree in Interpreting / Translation
- QCF Level 7 qualification in translation such as the IoLET Diploma in Translation or an MA in Translation
- IELTS of 6.5 and above
- DPSI qualified •
- NRPSI Limited Assessment category •
- Member of the Chartered Institute of Linguists
- AIT Assessment (formerly IAA assessment)
- IND Assessment
- DPSI Oral only
- NVQ Level 3 Interpreting •

Others – e.g. interpreting and translation degree, language degree with interpreting component, Police Force assessment, Member of CloL (Chartered Institute of Linguists) and/or ITI (Institution of Translations and Interpreters), Interim Member of CloL and/or ITI, IoLET Letter of credit (law option), recognised language degree from a

Languages Services Framework RM1092

Framework Schedule 2: (Goods and Services and Key Performance Indicators) Part A: Goods and Services Attachment 5

UK University, recognised English degree from a foreign University, Metropolitan Police Test (including simultaneous interpreting) "pass" marking, Reference with language assessment from Metropolitan Police or Local Authority, Other Language Service. Assessment, proven experience as an interpreter or as specified by the Contracting Authority.

### **APPENDIX 2 TO PART A SERVICES - LOT 2 WRITTEN TRANSLATION, TRANSCRIPTION** AND ANCILLIARY SERVICES MANDATORY REQUIREMENTS

This Appendix 2 to Part A: Goods and Services provides details of the mandatory requirements that Suppliers are expected to fulfil in their entirety under Lot 2 Written Translation, Transcription and Ancillary Services in order to meet the Goods and Services delivery requirements of this Framework Agreement. It is important that the Suppliers take time to fully understand this important part of the Service Delivery requirements. ALL mandatory requirements 1 and 2 shall be required to commence from the implementation of the Call Off Agreements with the Contracting Authorities.

- Lot 2 Mandatory Service Requirements The Supplier shall be able to fulfil all aspects of 1. the Lot 2 Mandatory Service Requirements for Contracting Authorities. Please refer to paragraph 1.
- 2. Qualifications Mandatory Requirements – The Supplier shall ensure the range of Linguist qualifications and criteria required under this Lot shall meet the mandatory requirements as set out in paragraph 2.

### 1. LOT 2 – MANDATORY SERVICE REQUIREMENTS

- 1.1 The Supplier shall provide a Written Translation, Transcription and Ancillary Services Provision throughout the United Kingdom and Overseas. These Services shall require a range of timescales, which the Contracting Authority shall specify at the Call Off Agreement stage, ranging from the very short for example within half an hour to the moderately long for example days, weeks or months.
- Lot 2- Written Translation, Transcription and Ancillary Services, shall be available between 1.2 08:00hrs and 18:00hrs Monday to Friday of each week and on Bank Holidays and weekends if required. An additional out of hours facility shall be made available between 18:00hrs and 08:00hrs, which shall cover emergency, short term bookings for out of hour's services.
- 1.3 The Supplier shall provide the Contracting Authority with a single point of contact for this service including a unique Freephone number. The Suppliers telephone service shall require a dedicated non premium rate and/or a 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.
- Circumstances may occur where it is possible for the Contracting Authority to give at least 1.4 several days' notice of the service requirement to the Supplier, however Suppliers shall be aware that urgent requirements may arise for a Linguist to be available at a specified location within half an hour, which shall be specified by the Contracting Authority at the time of booking.
- 1.5 The Supplier shall provide a comprehensive Written Translation, Transcription and Ancillary services from English into the Language requested by the Contracting Authority and from those Languages into English or other Languages please refer to Annex A – Languages List. Translation refers to the conversion of written documents into another language as text. In this context it includes transcription i.e. the conversion of written documents into alternative formats such as Braille, large print, audio, video or pictorial English.
- The Supplier shall ensure that all translations shall be completed in accordance with the 1.6 Code of Professional Conduct of the ITI (Institute of Translation & Interpreting). http://www.iti.org.uk/attachments/article/154/Code%20of%20Conduct%20-%20individual. pdf
- 1.7 The Supplier shall ensure that all Linguists shall not add nor take anything from the intended meaning and shall keep to the spirit of what is written as stated in the NRPSI

Code of Conduct: http://www.nrpsi.org.uk/for-clients-of-interpreters/code-of-professionalconduct.html

- 1.8 The Supplier shall provide the translation and transcription of documentation, audio, tapes and other forms of electronic media. Additional services such as Voiceovers, Subtitles, EasyRead and Large Print are also within the scope of this Lot.
- 1.9 The Services the Supplier shall provide under this Lot include the Translation and/or Transcription of;
  - Advisory / guidance and instruction documents;
  - Correspondence and information leaflets;
  - Technical, scientific, legal, medical, financial or any other specialist category;
  - Verbatim (word for word):
  - Artwork, design, illustration and typesetting;
  - Proof reading:
  - Translation Memory Software;
  - Multimedia and e-learning;
  - Campaign collateral;
  - Website localisation:
  - Software localisation; and
  - Audio/Video recordings to written text
- **1.10** Where requested by the Contracting Authority, additional services and higher levels of security may be required and these will be further specified at the Call Off Agreement stage.

### 1.11 Translation Memory Software (TMS)

- Suppliers shall include the optional use of Translation Memory Software where 1.11.1 appropriate. This service will be used as a value for money option where appropriate. Suppliers shall identify repetitive text types and reduce costs to the Authority by applying Translation Memory Software to them rather than charging full cost for each Assignment. At the end of the Call off Agreements/Framework Agreement all rights to the data contained within the Suppliers TMS database shall become property of the Contracting Authority.
- **1.11.2** Charges for use of Translation Memory Software will be determined at the Call Off Agreement stage.
- **1.12** The Languages listed in Annex A are those expected to be required but not limited to.
- **1.13** The service shall be required at any location in the UK, for example where the Contracting Authority requires Transcription to be carried out at the Contracting Authorities premises for secured reasons.
- **1.14** The Contracting Authority may require delivery of the service Overseas.
- 1.15 The Supplier shall ensure that all Linguists are registered with a certified professional organisation such as, Institute of Training and Interpreting (ITI) or Chartered Institute of Linguists (CIOL).
- **1.16** The Supplier shall ensure that all Translators are UK based unless specified by the Contracting Authority at the Call Off Agreement stage.
- 1.17 The Supplier shall ensure that all translations are completed in accordance with the translation industry standard BS EN 15038, or any ISO equivalent, and including proof reading as and when requested by the Contracting Authority at Call Off Agreement stage.
- **1.18** Suppliers shall work towards obtaining accreditation to BS EN15038 or its ISO equivalent. before the expiry of the Framework and to report progress annually on the anniversary of the Framework Agreement award date to the Authority.
- **1.19** All documents shall remain the property of the Contracting Authority.
- **1.20** In order to provide translation and/or transcription services for Official, Secret, and Top Secret content, the Supplier(s) must meet the following criteria:
  - **1.20.1** Certified to ISO 27001 or other internationally recognised security standard.
  - **1.20.2** Any technology used in the translation or transcription process must support the following functionality:
    - 1.20.2.1 Provide secure authentication using unique credentials, mandates a session time-out or lockout period for periods of inactivity requiring reauthentication.
    - 1.20.2.2 Restrict the use of copy and paste functionality to prevent leakage from outside of the translation or transcription tools local environment.
    - 1.20.2.3 Restrict the use of print screen functionality.
    - 1.20.2.4 Prevent data from being downloaded by the Supplier, employees and Linguists to a translators/transcribers local environment in an uncontrolled or un-encrypted (plain text) manner which may lead to data loss, leakage or uncontrolled data retention within the local environment.
    - 1.20.2.5 Secure file/data encryption while in transit and at rest.
    - 1.20.2.6 Provide an automated access denial mechanism to the raw data and the final product once translation transcription completed. Where possible all record of raw data, communications, final output and translators hand written notes must be deleted. The Provider must have all relevant processes, controls and audit trails to demonstrate that this is fully undertaken.
    - 1.20.2.7 Provide secure access to the (optional) Contracting Authorities Translation Memory in such a manner that restricts the ability for the translator/transcriber to download the whole memory onto their local environment for local analysis. The type of system used could be the Criminal Justice Service e-mail or the Pubic Services Network. For GMPS OFFICIAL (Tier 1) Above Tier 1 will require special handling instructions.
    - 1.20.2.8 The Supplier agrees to save any template documents and shall not recharge for any duplicate translating throughout the life of the contract. The template will remain the property of the Authority or the Contacting Authority and will be returned at the end of the contract and/or Framework Agreement.
- **1.21** The above criteria are essential in order to prevent the Contracting Authority from being at an increased risk of data leakage, data theft and misuse of data in breach of Cabinet Office guidelines and/or Official Secrets Act and/or Data Protection Act.
- **1.22** Security of Suppliers' premises shall be reviewed pending the asset to be protected, location and access rights. Appropriate security levels are required to reduce the risks to the Contracting Authority assets. Physical Security of the Suppliers premises must be reviewed on a case by case basis pending the asset to be protected, location, access rights etc. hence the need for proportionate security controls to reduce the risks to Contracting Authorities assets to an acceptable level.

Languages Services Framework RM1092 Framework Schedule 2: (Goods and Services and Key Performance Indicators) Part A: Goods and Services Attachment 5 37

- **1.23** Physical security measures should complement other technical, personnel and procedural controls as part of a layered or defence in depth approach to security that effectively balances prevention, detection, protection and response. Contracting Authority will stipulate their precise requirements at the Call Off Agreement stage.
- **1.24** The Supplier shall ensure that a robust Security Incident/Breach procedure is in place for their premises and the Contracting Authority immediately informed of any compromise to the Supplier and/or Contracting Authority's assets.
- **1.25** The Supplier shall ensure that all translators/transcribers must translate/transcribe into their native tongue only and, where this is not possible, the translation/transcription must be revised thoroughly by someone of English native tongue with the necessary experience of the subject matter at no cost to the Contracting Authority.
- **1.26** The Supplier shall support the Contracting Authority in:
  - Retaining the right of independent access to the individual translators/ transcribers 1.26.1 i.e. in cases where follow up witness statements and appearances in court are required.
  - 1.26.2 Having the right to veto particular translators/ transcribers for security or quality reasons.
  - 1.26.3 Retaining the right of access to translators/ transcribers to review material in advance of translation and the right to request a translator/ transcriber attends the Contracting Authority's premises to discuss the work they are undertaking for the Contracting Authority or to carry out the work on the Contracting Authorities premises.
  - **1.26.4** The facilitation of a specific translator or transcriber for reasons of continuity.
- **1.27** For information on Government Security arrangements follow this link: https://www.gov.uk/government/publications/government-security-classifications

#### 2. LOT 2 QUALIFICATIONS - MANDATORY REQUIREMENTS

- 2.1 The range of Translator qualifications and criteria required under this Lot shall include, but shall not be limited to:
  - Honours degree in the relevant language and/or a degree in Translation.
  - QCF Level 7 gualification in translation such as the IoLET Diploma in Translation or an MA in Translation.
  - Recognised post graduate qualification in Translation (for transcribers preferably the Diploma in Public Services Interpreting in the relevant genre.
  - Qualified membership of Chartered Institute of Linguists or the Institute of Translating and Interpreting (or equivalent overseas professional body).

#### APPENDIX 3 TO PART A: GOODS AND SERVICES - LOT 3 TELEPHONE INTERPRETING AND VIDEO LANGUAGE SERVICES MANDATORY REQUIREMENTS

This Appendix 3 to Part A: Goods and Services provides details of the mandatory requirements that Suppliers are expected to fulfil in their entirety under Lot 3 Telephone Interpreting and Video Language Services in order to meet the Goods and Services delivery requirements of this Framework Agreement. It is important that the Suppliers take time to fully understand this important part of the Service Delivery requirements. ALL mandatory requirements 1 through to 4 shall be required to commence from the implementation of the Call Off Agreements with the Contracting Authority.

- 1. Lot 3 Mandatory Service Requirements - The Supplier shall be able to fulfil all aspects of the Lot 3 Mandatory Service Requirements for the Contracting Authority. Please refer to paragraph 1.
- 2. Telephone Interpreting Mandatory Requirements - The Supplier shall be able to fulfil all aspects of the Telephone Interpreting Mandatory Requirements for the Contracting Authority. Please refer to paragraph 2.
- 3. Video Language Services Mandatory Requirements – The Supplier shall be able to fulfil all aspects of the Video Language Services Mandatory Requirements for the Contracting Authority. Please refer to paragraph 3.
- 4. Qualifications Mandatory Requirements - The Supplier shall ensure the range of Interpreting qualifications and criteria required under this Lot shall meet the mandatory requirements as set out in paragraph 4, 5 & 6.

### 1. LOT 3 – MANDATORY SERVICE REQUIREMENTS

- **1.1.** The Supplier shall provide a Telephone Interpreting and Video Language Service Spoken and Non Spoken provision throughout the United Kingdom and overseas.
- **1.2.** Telephone Interpreting and Video Language Services shall be available 24 hours a day 7 days a week, every day of the year.
- **1.3.** The Supplier shall provide the Contracting Authority with a single point of contact for this service including a unique Freephone number. Supplier's telephone service shall require a dedicated non premium rate, and/or a 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.
- **1.4.** Circumstances may occur where it is possible for the Contracting Authority to give at least several days' notice of the service requirement to the Supplier, however Suppliers shall be aware that urgent requirements may arise for an Interpreter to be available at a specified location within half an hour, which shall be specified by the Contracting Authority at the time of booking.
- **1.5.** The Supplier shall provide a consecutive interpreting service via the medium of telephone or video conferencing technology.
- **1.6.** The Supplier shall ensure that:
  - 1.6.1. Telephone Interpreters shall convert a spoken language from one language to another, enabling listeners and speakers to understand each other. Please refer to Annex A – Languages List.
  - Video Interpreters spoken shall convert a spoken language from one language to 1.6.2. another, enabling listeners and speakers to understand each other. Please refer to Annex A – Languages List.

Languages Services Framework RM1092 Framework Schedule 2: (Goods and Services and Key Performance Indicators) Part A: Goods and Services Attachment 5 39

- **1.6.3.** Video Linguists non spoken shall allow communication to take place between Deaf and Deafblind people and others requiring support to access English, and hearing people. Suppliers shall ensure that Regional variations in communication are provided for within this service, Non Spoken services which the Supplier shall provide under this Lot include;
- Interpreting:
  - British Sign Language (BSL) Interpreters
  - Irish Sign Language (ISL) Interpreters
  - Foreign Sign Language Interpreters
  - Deafblind Interpreters: Visual Frame, Hands On or Manual
- Non Interpreting Services
  - Deaf Relay (Intralingual language modification)
  - Lipspeakers
  - Speech-to-text reporting
  - Electronic and manual notetakers
  - Video Relay Interpreting Services
  - Cued Speech/Makaton
- **1.7.** The Supplier shall provide:
  - **1.7.1.** Immediate telephone/video interpreting for the Contracting Authority and who need to use an interpreter immediately over the telephone/video.
  - **1.7.2.** Scheduled telephone/video interpreting service or customers who prefer to book an interpreter in advance of an Assignment.
  - **1.7.3.** Simultaneous Interpreting and Consecutive Interpreting modes.
  - **1.7.4.** Recording of Telephone/Video conferences.
  - **1.7.5.** Where requested by the Contracting Authority, additional services and higher levels of security may be required and these will be further specified at the Call Off Agreement stage.
  - **1.7.6.** The Supplier shall invoice the Contracting Authority for Telephone/Video calls by the second.

# 2. LOT 3 TELEPHONE INTERPRETING - MANDATORY REQUIREMENTS

- 2.1. The Supplier shall provide a Telephone Interpreting Service available to the whole of the public sector in the United Kingdom and Overseas. It is envisaged that the majority of requirements for this service shall be where customers are in contact by telephone for example where a Contracting Authority runs a telephone helpline, contact centre but in some circumstance the Supplier shall be able to provide telephone interpreting where customers are attending face to face interviews.
- **2.2.** The Supplier shall also be required to provide a service for the Contracting Authorities whose customers are resident overseas and whose contact is solely by telephone.
- **2.3.** Within 30 seconds of receiving a call the Supplier shall make available the services of an interpreter, qualified to a minimum standard as specified by the Contracting Authority. The interpreter shall provide interpreting in line with the Code of Conduct for interpreters published with the National Register of Public Service Interpreters <a href="http://www.nrpsi.org.uk/for-clients-of-interpreters/code-of-professional-conduct.html">http://www.nrpsi.org.uk/for-clients-of-interpreters</a>

- **2.4.** Linguists shall occasionally need to be available to attend Government offices or venues in the UK at no cost to the Contracting Authority or the Linguist, for example for court purposes to verify the timings and/or content of previous conversations.
- **2.5.** The Supplier shall ensure that the option for the Contracting Authority's end user to request, and be provided with, a United Kingdom (UK) based Interpreter and additionally, all UK based must have permission to work in the UK (section 8 of the Asylum and Immigration Act).
- **2.6.** It is envisaged that for overnight requirements, the Supplier shall use fully vetted Interpreters from overseas to ensure costs are kept to a minimum.
- **2.7.** The Supplier shall be able to act as the conference host where the Contracting Authority is unable to conference a 3 way call.
- **2.8.** The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Contracting Authority's data security guidelines.
- **2.9.** The Supplier shall ensure that Interpreters always give their ID number on every call and name upon request.
- **2.10.** The Supplier must conduct "Mystery Shopping" call checks to ensure Interpreters are performing to set standards and that the Contracting Authority's data security policies are strictly adhered to. The Contracting Authority is to be updated with details of the results of the "Mystery Shopping" reports.
- **2.11.** Where recordings of telephone conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Contracting Authority. The Supplier must ensure that all copies on the Supplier systems are deleted.
- **2.12.** Suppliers shall have systems and process controls to ensure that the interpreters are unable to make and/or keep their own copies of any telephone based (conference recordings or otherwise) interpreting discussions.

#### 3. LOT 3 VIDEO LANGUAGE SERVICES - MANDATORY REQUIREMENTS

- **3.1.** The Supplier shall provide a Spoken and Non Spoken Video Language Service available to the whole of the public sector in the United Kingdom and Overseas. It is envisaged that the majority of requirements for this service shall be where the Contracting Authority is in need of a Video Language Face to Face interpreting for a short period of time for example 5 minute consultation with a doctor.
- **3.2.** The requirements for this service shall be where customers are in contact by agreed video conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.
- **3.3.** Any Public Sector staff shall be able to contact the Supplier at any time 24 hours a day 7 days a week, every day of the year.
- **3.4.** The Supplier shall also be required to provide a service for the Contracting Authorities whose customers are resident overseas and whose contact is solely by video conferencing technology.
- **3.5.** Video Language Services shall be available between 08:00hrs and 18:00hrs Monday to Friday of each week and on Bank Holidays and weekends if required. An additional out of hours' facility shall be made available between 18:00hrs and 08:00hrs, which shall cover emergency, short term bookings for out of hours' services.
- **3.6.** The Supplier shall provide Contracting Authority with a single point of contact for this service including a unique Freephone number or email address for deaf users of this service.

Languages Services Framework RM1092

Suppliers telephone service shall require a dedicated non premium rate, and/or a 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able e to accept calls from outside the UK.

- **3.7.** Within 60 seconds of receiving the call the Supplier shall make available the services of an Interpreter qualified to a minimum standard specified by the Contracting Authority. The Interpreter shall provide an interpretation in line with the Code of Conduct for Interpreters published with the National Register of Public Service Interpreters <a href="http://www.nrpsi.org.uk/for-clients-of-interpreters/code-of-professional-conduct.html">http://www.nrpsi.org.uk/for-clients-of-interpreters/code-of-professional-conduct.html</a>.
- **3.8.** A Non-Spoken Linguist shall provide a service in line with the Code of Conduct published with the National Registers of Communications Professionals working with Deaf and Deafblind People (NRCPD): <u>http://www.nrcpd.org.uk</u> or the Scottish Association of Sign Language Interpreters (SASLI): <u>http://www.sasli.co.uk/</u>.
- **3.9.** Linguists shall occasionally need to be available to attend Government offices or venues in the UK at no cost to the Contracting Authorities, for example, for court purposes to verify the timings and/or content of previous conversations.
- **3.10.** The Supplier shall ensure that the option for the Contracting Authority's end user to request, and be provided with, a United Kingdom (UK) based interpreter and additionally, all UK based Interpreters must have permission to work in the UK (section 8 of the Asylum and Immigration Act).
- **3.11.** It is envisaged that for overnight requirement of spoken video interpretation, the Supplier shall use fully vetted Interpreters from overseas to ensure costs are kept to a minimum.
- **3.12.** The Supplier shall be able to act as the conference host where the Contracting Authority is unable to conference a 3 way call.
- **3.13.** The Supplier shall ensure that all Interpreters must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Contracting Authority's data security guidelines.
- **3.14.** The Supplier shall ensure that Interpreters always give their ID number and name upon request and wear their valid company ID badge on every call.
- **3.15.** Where recording of video conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Contracting Authority. The Supplier must ensure that all copies on the Supplier systems are deleted.
- **3.16.** The Supplier shall have systems and process controls to ensure that the Interpreters are unable to make and/or keep their own copies of any video based (conference recordings or otherwise) interpreting discussions.
- **3.17.** Where requested by the Contracting Authority additional services and higher levels of security may be required and these will be further specified at the Call Off Agreement stage.

# 4. LOT 3 QUALIFICATIONS - TELEPHONE INTERPRETING, VIDEO LANGUAGE SERVICES SPOKEN AND NON SPOKEN - MANDATORY REQUIREMENTS

#### 4.1. Lot 3 Telephone Interpreting Qualifications:

The range of interpreting qualifications and criteria required under this Lot for Telephone Interpreting shall include, but shall not be limited to:

- NVQ Level 3 interpreting
- NVQ Level 5 interpreting
- DPSI Qualified Interpreter
- QCF Level 6 OFQUAL (Trained and/or untrained).

Languages Services Framework RM1092

# 4.2 Lot 3 Video Language Services Spoken Qualifications:

The range of Interpreting qualifications and criteria required under this lot for spoken Video Interpreting shall include, but shall not be limited to:

- NRPSI Full Status registrant (A or B) listed in Law Section (for court work)
- NRPSI Full Status registrant listed in Local Government Section
- NRPSI Full Status registrant listed in Health Section
- NRPSI Full Status registrant other sections
- NRPSI Rare Language Registrant
- Institute of Translation and Interpreting member
- NRPSI Interim Status registrant (A or B) listed in a) Local Government, or b) Health Sections or c) Law
- Honours degree in the relevant language and/or a degree in Interpreting / Translation
- QCF Level 7 qualification in translation such as the IoLET Diploma in Translation or an MA in Translation
- IELTS of 6.5 and above
- DPSI Qualified
- Diploma in Police Interpreting
- NRPSI Limited Assessment category
- Member of the Chartered Institute of Linguists
- AIT Assessment (formerly IAA assessment)
- IND Assessment
- DPSI Oral only
- NVQ Level 3 Interpreting

Others – for example interpreting and translation degree, language degree with interpreting component, Police Force assessment, Member of CIOL (Chartered Institute of Linguists) and/or ITI (Institution of Translations and Interpreters), Interim Member of CIOL and/or ITI, IoLET Letter of credit (law option), Recognised language degree from a UK University, Recognised English degree from a foreign University, Metropolitan Police Test (including simultaneous interpreting) "pass" marking, Reference with language assessment from Metropolitan Police or Local Authority, Other Language Service. Assessment, proven experience as an interpreter or as specified by the Contracting Authority.

#### 4.3 Lot 3 Video Interpreting Non Spoken qualifications

The Supplier shall ensure that the Linguist qualifications shall be as a minimum as listed at <u>http://www.nrcpd.org.uk</u>

#### APPENDIX 4 TO PART A: GOODS AND SERVICES - LOTS 4a to 4e NON SPOKEN FACE TO FACE AND VIDEO LANGUAGE SERVICES

This Appendix 4 to Part A: Goods and Services provides details of the mandatory requirements that Suppliers are expected to fulfil in their entirety under Lots 4a to 4e Non Spoken Face to Face and Video Language Services in order to meet the Goods and Services delivery requirements of this Framework Agreement. It is important that the Suppliers take time to fully understand this important part of the Service Delivery requirements. All mandatory requirements 1 through to 4 shall be required to commence from the implementation of the Call Off Agreements with the Contracting Authorities.

- 1. Mandatory Service Requirements – The Supplier shall be able to fulfil all aspects of the Mandatory Service Requirements for the Contracting Authority please refer to paragraph 1.
- Non Spoken Face To Face Mandatory Service Requirements The Supplier shall be able 2. to fulfil all aspects of the Non Spoken Face to Face mandatory requirements for the Contracting Authority please refer to paragraph 2
- Video Language Services Mandatory Requirements The Supplier shall provide a Video 3. Language Service mandatory requirements available to the whole of the public sector in the United Kingdom and Overseas please refer to paragraph 3
- 4. Qualifications Mandatory Requirements – The Supplier shall ensure the range of Linguist qualifications and criteria required under these Lots shall meet the mandatory requirements as set out in paragraph 4.

#### LOTS 4a to 4e - MANDATORY SERVICE REQUIREMENTS 1.

- 1.1. The Supplier shall provide Non Spoken Face to Face and Video Language Services. These Services shall be required across a range of timescales, which the Contracting Authority shall specify at the Call Off Agreement stage, ranging from the very short for example within half an hour to the moderately long for example days, weeks or months.
- **1.2.** Non Spoken Face to Face Services Lots 4a to 4e will provide Non Spoken Face to Face Services coverage of English Regions and Scotland/Northern Ireland. Welsh Contracting Authorities will be able to utilise the nearest available Region, Lot 4b, 4c or 4d. Contracting Authorities requiring Overseas coverage will utilise Lot 4a Greater London including Overseas.
- **1.3.** Video Language Services each Lot 4a to 4e will provide throughout the United Kingdom and Overseas.

Lots 4a to 4e as detailed in the table below and please refer to Annex B which details the counties within each Lot.

Lot 4a Greater London including Overseas			
Lot 4b Southern England Comprising the following Regions from Annex 2 – South West England – South Central England – South East England - Wales			
Lot 4c Midlands and East of England Comprising the following Regions from Annex 2 – West Midlands – East Midlands – East of England – Wales			
Lot 4d North of England Comprising the following Regions from Annex 2 – North West England - Yorkshire & Humberside - North East England – Wales			
Lot 4e Scotland and Northern Ireland			

Languages Services Framework RM1092

- **1.4.** Non Spoken Face to Face and Video Language Services, shall be available between 08:00hrs and 18:00hrs Monday to Friday of each week and on Bank Holidays and weekends if required. An additional out of hours facility shall be made available between 18:00hrs and 08:00hrs, which shall cover emergency, short term bookings for out of hour's services.
- **1.5.** The Supplier shall provide the Contracting Authority with a single point of contact for this service including a unique Freephone number. The Suppliers telephone service shall require a dedicated non premium rate, and/or 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.
- **1.6.** Circumstances may occur where it is possible for the Contracting Authority to give at least several days' notice of the service requirement to the Supplier, however Suppliers shall be aware that urgent requirements may arise for a Linguist to be available at a specified location within half an hour of booking, which shall be specified by the Contracting Authority at the time of booking.
- **1.7.** The Supplier shall provide Linguists who allow communication to take place between Deaf and Deafblind people and others requiring support to access English, and hearing people, in personal attendance or via agreed video conferencing technology.
- **1.8.** The Services which the Supplier shall provide under this Lot include;
  - Interpreting:
    - British Sign Language (BSL) Interpreters
    - Irish Sign Language (ISL) Interpreters
    - Foreign Sign Language Interpreters
    - Deafblind Interpreters: Visual Frame, Hands On or Manual
  - Non Interpreting Services
    - Deaf Relay (Intralingual language modification)
    - Lipspeakers
    - Speech-to-text reporting
    - Electronic and manual notetakers
    - Video Relay Interpreting Services
    - Cued Speech/Makaton
- **1.9.** The Supplier shall ensure that Foreign Sign Language interpreters shall comply with all mandatory requirements and meet the standards as least equal to those required for NRCPD/SALSI registration, in terms of academic qualifications and proven experience of interpreting and professional accountability before the Assignment.
- **1.10.** Where requested by the Contracting Authority, additional services and higher levels of security may be required and these will be further specified at the Call Off Agreement stage.
- **1.11.** The Supplier shall ensure that Linguists are registered with the National Register of Communication Professionals working with Deaf and Deafblind people (NRCPD), or the Scottish Association of Sign Language Interpreters (SASLI) or equivalents.
- **1.12.** The Supplier shall work proactively and effectively to recruit Linguists who allow communication to take place between Deaf and Deafblind people and others requiring support to access English and hearing people.

# 2. LOTS 4a to 4e NON SPOKEN FACE TO FACE MANDATORY SERVICE REQUIREMENTS

- **2.1.** The Supplier shall provide the following services under this Lots 4a to 4e which shall include but not limited to;
  - Interviews
  - Hearings
  - Judicial / Legal interpreting
  - Escort interpreting
  - Community interpreting
  - Medical / Health interpreting
  - Media interpreting
  - Defence interpreting
- **2.2.** Upon receipt of a request for a Linguist, the Supplier shall:
  - **2.2.1.** Identify a suitably qualified and experienced Linguist who matches the Contracting Authority's requirements (including security clearance / vetting requirements) ensuring the Linguists availability to attend at the specified location, date and time requested by the Contracting Authority.
  - **2.2.2.** Notify the Contracting Authority of the name of the Linguist as soon as it is booked, or at least 3 working days before the Assignment, or as soon as it is known if the Assignment is booked within three days. Suppliers shall notify the Contracting Authority immediately if there is any change of Linguist for any reason. Customers may instruct the Supplier to confirm the booking Assignment within 3 to 5 working days of receipt of the booking
  - **2.2.3.** Provide a suitable substitute Linguist or bear any costs incurred by the Contracting Authority (for example including, but not limited to, any legal costs, court costs or medical costs) should the booked Linguist cancel or fail to attend the Assignment.
  - **2.2.4.** Ensure that Linguists shall provide subsequent witness statements as and when mandated by Legal Body(s) and/or Contracting Authority.
  - **2.2.5.** Ensure that Linguists shall subsequently attend court as and when mandated by Legal Body(s) and/or Contracting Authority.
  - **2.2.6.** Ensure compliance with all legal obligations.
- **2.3.** Cancellation by the Contracting Authority will incur full charge up to 5 working days before the Assignment; 50% of the fee if cancelled between 5 10 working days.
- **2.4.** The Supplier shall be able to provide two or more Linguists where Assignments are over a certain length and/or complexity when requested by the Contracting Authority.
- **2.5.** Suppliers shall ensure that Linguists are provided with a written account of the details of the Assignment to include:
  - time and date
  - location
  - the service required for example those listed in paragraph 1.6
  - level of qualification required
  - the nature of the Assignment for example those listed in paragraph 2.1
  - any specialism required
  - any additional services
  - level of security required
- **2.6.** The Supplier shall ensure that the Linguist accepts and confirms availability and that they have the required qualifications and experience required for the Assignment.

Languages Services Framework RM1092

Framework Schedule 2: (Goods and Services and Key Performance Indicators) Part A: Goods and Services

Attachment 5

**2.7.** The Supplier shall ensure it obtains and retains a record of the Linguists acceptance and confirmation for a period of 1 month.

### 3. LOTS 4a to 4e VIDEO LANGUAGE SERVICES - MANDATORY REQUIREMENTS

- **3.1** Lots 4a to 4e, the Supplier shall provide a Video Language Service throughout United Kingdom and Overseas. The requirements for this service shall be where Contracting Authorities are in need of a Video Language Service for Non Spoken Face to Face Linguists for a short period of time for example 5 minute consultation with a doctor.
- **3.2** The requirements for this service shall be where customers are in contact by agreed video conferencing technology for example but not limited to, Web Camera, Tablet Device, Smartphone, Video Phone and Video Conferencing kit.
- **3.3** Any Public Sector staff shall be able to contact the Supplier at any time 24 hours a day 7 days a week, every day of the year.
- **3.4** The Supplier shall also be required to provide a service for the Contracting Authority whose customers are resident overseas and whose contact is solely by video conferencing technology.
- **3.5** Video Language Services shall be available between 08:00hrs and 18:00hrs Monday to Friday of each week and on Bank Holidays and weekends if required. An additional out of hours' facility shall be made available between 18:00hrs and 08:00hrs, which shall cover emergency, short term bookings for out of hours' services.
- **3.6** The Supplier shall provide the Contracting Authority with a single point of contact for this service including a unique Freephone number. The Suppliers telephone service shall require a dedicated non premium rate and/or a 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.
- **3.7** Within 60 seconds of receiving the call the Supplier shall make available the services of a Linguist qualified to a minimum standard specified by the Contracting Authority. The Linguist shall provide a service in line with the Code of Conduct published with the National Registers of Communications Professionals working with Deaf and Deafblind People (NRCPD): <u>http://www.nrcpd.org.uk</u> or the Scottish Association of Sign Language Interpreters (SASLI): <u>http://www.sasli.co.uk/</u>
- **3.8** Linguists shall occasionally need to be available to attend Government offices or venues in the UK at no cost to the Contracting Authority, for example, for court purposes to verify the timings and/or content of previous conversations.
- **3.9** The Supplier shall ensure if requested by the Contracting Authority's end user that, a United Kingdom (UK) based Linguist shall be supplied.
- **3.10** The Supplier shall be able to act as the conference host where the Contracting Authority is unable to conference a 3 way call.
- **3.11** The Supplier shall ensure that all Linguists must be in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Contracting Authority's data security guidelines.
- **3.12** The Supplier shall ensure that Linguists always give their ID number and name upon request and wear their valid company ID badge on every call.
- **3.13** Where recording of Video Conferences take place, the Supplier cannot keep copies of the recordings. All electronic and hard copy versions must be handed over to the Contracting Authority. The Supplier shall ensure that all copies on the Supplier systems are deleted.
- **3.14** Suppliers shall have systems and process controls to ensure that the Linguists are unable to make and/or keep their own copies of any video based conference recordings.

Languages Services Framework RM1092

#### 4. LOTS 4a to 4e QUALIFICATIONS - MANDATORY REQUIREMENTS

- **4.1** The range of Linguist qualifications and criteria required under these Lots for communicating with Deaf and Deafblind people required for communication will vary according to the needs of each Contracting Authority.
- **4.2** The Contracting Authority shall specify the minimum standards acceptable at the time of booking along with any minimum qualifications, skills, competence, experience, and security clearance at the Call Off Agreement stage.
- **4.3** Trainee Sign Language Interpreters (TSLIs) are likely to have less experience, having worked in a narrower range of settings, and will be therefore more restricted in the type of Assignment they are able to undertake. The Supplier shall ensure that were a TSLI is requested for an Assignment by a Contracting Authority that they are selected in accordance with the NRCPD and or SALSI code of conduct i.e. recognising and working within the limits of their competence and undertaking those Assignments for which they have the appropriate qualifications, competence, and experience. TSLIs may not work in the legal domain courts, police, legal processes, etc. or in mental health settings.
- **4.4** Suppliers shall ensure that only Registered Sign Language Interpreters (RSLIs) are used in the legal and mental health settings.
- **4.5** The Supplier shall ensure that the Linguist qualifications shall be as a minimum as listed at <a href="http://www.nrcpd.org.uk">http://www.nrcpd.org.uk</a> / <a href="http://www.sasli.co.uk/">http://www.sasli.co.uk/</a>

# APPENDIX 5 TO PART A: GOODS AND SERVICES – LOTS 5A TO 5N SPOKEN FACE TO FACE INTERPRETING

This Appendix 5 to Part A: Goods and Services provides details of the mandatory requirements that Suppliers are expected to fulfil in their entirety under Lots 5a to 5n Spoken Face to Face Interpreting in order to meet the Goods and Services delivery requirements of this Framework Agreement. It is important that the Suppliers take time to fully understand this important part of the Service Delivery requirements. ALL Mandatory Requirements 1 and 2 shall be required to commence from the implementation of the Call Off Agreements with the Contracting Authority.

- Mandatory Service Requirements The Supplier shall be able to fulfil all aspects of the Mandatory Service Requirements for the Contracting Authority. Please refer to paragraph 1.
- 2. Qualifications Mandatory Requirements The Supplier shall ensure the range of Linguist qualifications and criteria required under this Lot shall meet the Mandatory Service Requirements as set out in paragraph 2.

#### 1 LOT 5 – MANDATORY SERVICE REQUIREMENTS

- **1.1.** The Supplier shall provide Spoken Face to Face Interpreting Services throughout the United Kingdom and Overseas as required in paragraph 1.2. These Services shall be required for a range of timescales, which the Contracting Authority shall specify at the Call Off Agreement stage, ranging from the very short for example within half an hour to the moderately long for example days, weeks or months.
- **1.2.** Lots 5a to 5m cover Regional and Devolved Governments and Lot 5n covers UK National and Overseas as detailed in the table below and Annex B:

5a – Greater London	5h – Yorkshire & Humberside
5b – South West England	5i – North West England
5c – South Central England	5j – North East England (excluding Yorkshire and Humberside)
5d – South East England	5k – Scotland
5e – East of England	5I – Wales
5f – East Midlands	5m – Northern Ireland
5g – West Midlands	5n – UK National (all of the above regions 5a to 5m) and Overseas

- **1.3.** Spoken Face to Face Interpreting Services shall be available between 08:00hrs and 18:00hrs Monday to Friday of each week and on Bank Holidays and weekends if required. An additional out of hours facility shall be made available between 18:00hrs and 08:00hrs, which shall cover emergency, short term bookings for out of hours services.
- **1.4.** The Supplier shall provide the Contracting Authority with a single point of contact for this service including a unique Freephone number. The Suppliers telephone service shall require a dedicated non premium rate, and/or 01, 02, 03 prefix, no call connection charge, telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.
- **1.5.** Circumstances may occur where it is possible for the Contracting Authority to give at least several days' notice of the service requirement to the Supplier, however, Suppliers shall be aware that urgent requirements may arise for a Interpreters to be available at a specified location within half an hour, which shall be specified by the Contracting Authority at the time of booking.

Languages Services Framework RM1092 Framework Schedule 2: (Goods and Services and Key Performance Indicators) Part A: Goods and Services Attachment 5 49

- **1.6.** The Supplier shall provide Face-to-Face interpreting service (Simultaneous, Consecutive and Whispering) and is applicable to interviews, hearings, or other relevant events, whereby the meaning of what is said in one language is transferred at the event in spoken form into a second language, by an interpreter in personal attendance.
- **1.7.** The Supplier shall provide the following services under this Lot which shall include but not limited to;
  - Interviews
  - Hearings
  - Conference interpreting
  - Judicial / Legal interpreting
  - Escort interpreting
  - Community interpreting
  - Medical / Health interpreting
  - Media interpreting
  - Defence interpreting
- **1.8.** Where requested by the Contracting Authority, additional services and higher levels of security may be required and these will be further specified at the Call Off Agreement stage.
- **1.9.** The Supplier shall upon receipt of a request for an interpreter;
  - **1.9.1.** Identify a suitably qualified and experienced interpreter who matches the Contracting Authority's requirements (including security clearance / vetting requirements) ensuring the interpreter's availability to attend at the specified location, date and time requested by the Contracting Authority.
  - **1.9.2.** Notify the Contracting Authority of the name of the interpreter as soon as it is booked, or at least 3 working days before the Assignment, or as soon as it is known if the Assignment is booked within three days. Suppliers shall notify the Contracting Authority immediately if there is any change of interpreter for any reason. Customers may instruct the Supplier to confirm the booking Assignment within 3 to 5 working days of receipt of the booking.
  - **1.9.3.** Provide a suitable substitute Interpreter or bear any costs incurred by the Contracting Authority (e.g. including, but not limited to, any legal costs, court costs or medical costs) should the booked interpreter cancel or fail to attend the Assignment.
  - **1.9.4.** Ensure that Interpreters shall provide subsequent witness statements as and when mandated by Legal Body(s) and / or the Contracting Authority.
  - **1.9.5.** Ensure that Interpreters shall subsequently attend court as and when mandated by Legal Body(s) and / or the Contracting Authority.
  - **1.9.6.** Ensure compliance with all legal obligations.
  - **1.9.7.** The Supplier shall comply will all aspects of the NRPSI Code of Conduct.
- **1.10.** The Supplier ensure that Interpreters are provided with a written account of the details of the Assignment to include:
  - time and Date
  - location
  - the language required
  - the level of qualification required
  - the nature of the Assignment for example those listed in paragraph 2.1

Languages Services Framework RM1092

- any specialism required
- any additional services
- level of security required
- **1.10.1.** The Supplier shall ensure that the Interpreter accepts and confirms availability and that they have the required qualifications and experience required for the Assignment.
- **1.10.2.** The Supplier shall ensure it obtains and retains a record of the Interpreters acceptance and confirmation for a period of 1 month.

#### 2. LOTS 5a to 5n QUALIFICATIONS - MANDATORY REQUIREMENTS

- **2.1.** The range of Interpreter qualifications and criteria required for Face to Face Interpreting shall include, but shall not be limited to:
  - NRPSI Full Status registrant (A or B) listed in Law Section (for court work)
  - NRPSI Full Status registrant listed in Local Government Section
  - NRPSI Full Status registrant listed in Health Section
  - NRPSI Full Status registrant other sections
  - NRPSI Rare Language Registrant
  - Institute of Translation and Interpreting member
  - NRPSI Interim Status registrant (A or B) listed in a) Local Government, or b) Health Sections or c) Law
  - Honours degree in the relevant language and/or a degree in Interpreting / Translation
  - QCF Level 7 qualification in translation such as the IoLET Diploma in Translation or an MA in Translation
  - IELTS of 6.5 and above
  - DPSI qualified
  - Diploma in Police Interpreting
  - NRPSI Limited Assessment category
  - Member of the Chartered Institute of Linguists
  - AIT Assessment (formerly IAA assessment)
  - IND Assessment
  - DPSI Oral only
  - NVQ Level 3 Interpreting

Others – e.g. interpreting and translation degree, language degree with interpreting component, Police Force assessment, Member of CloL (Chartered Institute of Linguists) and/or ITI (Institution of Translations and Interpreters), Interim Member of CloL and/or ITI, IoLET Letter of credit (law option), Recognised language degree from a UK University, Recognised English degree from a foreign University, Metropolitan Police Test (including simultaneous interpreting) "pass" marking, Reference with language assessment from Metropolitan Police or Local Authority, Other Language Service. Assessment, proven experience as an Interpreter or as specified by the Contracting Authority.

### ANNEX A - CORE LANGUAGE LIST

Group A	Group B Eastern European		Group C Asian, Arabic & Oriental		Group D African	Group E Specialist (Rare)
Western European Basque						
	Albanian	Serbo-Croatian	Arabic	Kyrgz	Afrikaans	Alcholi
Catalan	Belarussian	Slovak	Armenian	Malay	Algerian	Akan (Asante/Fante)
Danish	Bosnian	Slovenian	Assyrian	Malayalam	Amharic	Bantu
Dutch	Bulgarian	Turkish	Azerbaijani	Mandarin	Bravanese	Bete (Nigeria)
English	Croatian	Ukranian	Bengali	Marathi	Fulani (Nigeria)	Creole
Flemish	Czech		Burmese	Mongolian	Ga (Ghanaian)	Dinka
French	Estonian		Cantonese	Nepali	Hausa	Konkani (Kannada Script)
Gaelic	Finnish		Dari	Pashto	lgbo (lbo)	Kikongo
German	Georgian		Farsi, Eastern (Afghan)	Punjabi	Kinyarwandan	Kikuyu
Italian	Greek		Farsi, Western (Persian)	Punjabi (Mirpuri)	Lingala	Kirundi
Norwegian	Hungarian		Gujerati	Sinhalese	Lugandan	Kisii (Kenya)
Portuguese	Icelandic		Gurmukhi(Punjabi Script)	Sylheti (Bengali)	Ndebele(Zimbabwe)	Krio (SL)
Spanish	Latvian		Hakka (China)	Tamil	Shona (Zimbabwe)	Laotian
Swedish	Lithuanian		Hebrew	Tagalog/Filipino	Oromo (Ethiopia)	Luo (Uganda)
Welsh	Macedonian		Hindi	Telugu	Somali	Lutora
	Maltese		Indonesian	Thai	Swahili	Mandingo/Mandinka
	Moldovan		Japanese	Tibetan	Tigrinya	Mauritian-Creole
	Polish		Khmer (Cambodian)	Urdu	Twi	Papiamento
	Romanian		Korean	Uzbeck	Yoruba	Seychelles-Creole
	Russian		Kurdish (Sorani)	Vietnamese	Zulu	Wolof
	Serbian		Kurdish (Kurmanji/Bahdini)			

### ANNEX B - ENGLISH REGIONAL MAP



Languages Services Framework RM1092 Framework Schedule 2: (Goods and Services and Key Performance Indicators) Part A: Goods and Services Attachment 5

COUNTIES INCLUDED IN REGIONS LOT 4A TO 4E				
4a – Greater London	4d – Yorkshire & Humberside North Yorkshire, West Yorkshire, East Riding of Yorkshire, South Yorkshire			
4b – South West England Cornwall, Devon, Dorset, Somerset, Avon, Wiltshire, Gloucestershire	4d – North West England Cheshire, Merseyside, Greater Manchester, Lancashire, Cumbria			
4b – South Central England Hampshire, Berkshire, Buckinghamshire, Oxfordshire, Isle of Wight	4d – North East England (excluding Yorkshire and Humberside) Northumberland, Tyne and Wear, Durham			
4b – South East England W Sussex, E Sussex, Surrey, Kent	4e – Scotland			
4c – East of England Norfolk, Suffolk, Essex, Hertfordshire, Bedfordshire, Cambridgeshire,	4e – Northern Ireland			
4c – East Midlands Lincolnshire, Nottinghamshire, Derbyshire, Leicestershire, Rutland, Northamptonshire	I CAN ACCESS ANY OF THE THEE NOMETHON			
4c – West Midlands Warwickshire, Worcestershire, Herefordshire, Shropshire, West Midlands, Staffordshire				

COUNTIES INCLUDED IN LOTS 5A TO 5N				
5a – Greater London	5h – Yorkshire & Humberside North Yorkshire, West Yorkshire, East Riding of Yorkshire, South Yorkshire			
5b – South West England Cornwall, Devon, Dorset, Somerset, Avon, Wiltshire, Gloucestershire	5i – North West England Cheshire, Merseyside, Greater Manchester, Lancashire, Cumbria			
5c – South Central England Hampshire, Berkshire, Buckinghamshire, Oxfordshire, Isle of Wight	5j – North East England (excluding Yorkshire and Humberside) Northumberland, Tyne and Wear, Durham			
5d – South East England West Sussex, East Sussex, Surrey, Kent	5k – Scotland			
5e – East of England Norfolk, Suffolk, Essex, Hertfordshire, Bedfordshire, Cambridgeshire	5I – Wales			
5f – East Midlands Lincolnshire, Nottinghamshire, Derbyshire, Leicestershire, Rutland, Northamptonshire	5m – Northern Ireland			
5g – West Midlands Warwickshire, Worcestershire, Herefordshire, Shropshire, West Midlands, Staffordshire	5n – UK National (all of the above regions 5a to 5m) and Overseas			

# ANNEX C – DEFINITION OF BANDS

#### **SPOKEN LANGUAGES – DEFINITION OF BANDS**

#### Classification of Interpreters & Translators for spoken languages

This table is intended to classify the qualifications and criteria expected of interpreters and translators of spoken languages in order to provide Contracting Authorities with choice and flexibility to facilitate an optimum cost effective match for a specific requirement. However, the Contracting Authority reserves the right to supplement or vary these criteria to meet their specific, individual requirements and in particular which specific pathway of the Diploma in Public Service Interpreting (DPSI) is held by the interpreter. Suppliers shall strive to meet these criteria and demonstrate that individuals, who cannot demonstrate these qualifications, are being actively encouraged to work to do so.

### BAND 5

In addition to the qualifications and criteria specified in Band 4, Interpreters and/or Translators at this level will:

- 1. Hold an Honours degree in the relevant language and/or a degree in Interpreting / Translation;
- 2. Hold a QCF Level 7 qualification in translation such as the IoLET Diploma in Translation or an MA in Translation;
- 3. Be able to provide documented evidence of a minimum of 1000 hours' recent and relevant experience of public service interpreting and/or translation at this level in the United Kingdom, or equivalent experience which is acceptable to the Contracting Authority. Where the volume of work in the language in question would not suffice to meet the 1000 hour criterion, a proven track record of satisfactory high level work will be accepted;
- 4. Qualified membership of Chartered Institute of Linguists or the Institute of Translating and Interpreting (or equivalent overseas professional body);
- 5. Be able to provide documented evidence of language-specific training and/or continuing professional development (CPD) within the preceding 12 months.
- 6. May be required to provide evidence of specialist expertise defined by the Contracting Authority.

#### BAND 4

Interpreters and/or Translators at this level should:

- 1. Hold the DPSI or the Diploma in Police Interpreting (DPI) or an equivalent translation and/or interpreting qualification at QCF Level 6 which clearly demonstrates the ability to interpret at this level in both English and the Foreign Language;
- 2. Be able to provide documented evidence of a minimum of 400 hours' experience of public servicer interpreting and/or translation in the United Kingdom, or equivalent experience which is acceptable to the Contracting Authority;

Languages Services Framework RM1092 Framework Schedule 2: (Goods and Services and Key Performance Indicators) Part A: Goods and Services Attachment 5 56 3. Be able to provide documented evidence of language-specific training and/or continuing professional development (CPD) within the preceding 12 months.

NB Those registered at Full Status with the NRPSI conform to all requirements of this Band.

#### BAND 3

Interpreters and/or Translators at this level should:

- 1. Hold the DPSI or DPI or an equivalent qualification at QCF Level 6, or its equivalent, which clearly demonstrates the ability to operate at this level in both English and the Foreign Language;
- Non-native speakers of English, who do not hold DPSI or DPI should hold at QCF Level 6 qualification such as Cambridge Certificate of Proficiency in English at minimum Grade C and no less than borderline in each skill, IELTS 7.5, or a proven track record that clearly demonstrates acceptable language skills;
- 3. Provide documented evidence of on-going and developing experience of public service interpreting and/or translating in the United Kingdom, but not yet having attained the 400 hours threshold, or evidence of equivalent experience deemed acceptable by the Contracting Authority;
- 4. Provide documented evidence of language specific training and/or CPD within the preceding 12 months.

### BAND 2 (including Rare Language Interpreters)

Linguists at this level should:

- 1. Be a native speaker of the relevant foreign language or native English speaker with skill in the other language;
- 2. Demonstrable command of spoken English at a minimum of QCF Level 3, Common European Framework of Reference CEFR B2, A Level, IELTS 3-6 or Cambridge First Certificate in English at minimum Grade C and no less than borderline in each skill, and at least equivalent in the foreign language.
- 3. Be able to provide documented evidence of a minimum of 100 hours' experience of public service language work in the United Kingdom, or evidence of equivalent experience deemed acceptable by the Contracting Authority;
- 4. Provide documented evidence of language-specific training and/or CPD within the preceding 12 months.

5. Hold a Community Interpreting Certificate or an equivalent qualification at QCF Level 3.

N.B. Those registered at Rare Language Status with the NRPSI conform to the requirements of Rare Language Interpreters.

# BAND 1 (Bi-Lingual Skills)

Linguists at this level should:

Languages Services Framework RM1092

- 1. Be native speakers of the relevant foreign language with a demonstrable command of spoken and written skills in English at a minimum of QCF Level 3, Common European Framework of Reference CEFR B2, A Level, IELTS 5-6 or Cambridge First Certificate in English at minimum Grade C and no less than borderline in each skill, and at least equivalent in the foreign language;
- 2. Evidence of another qualification, such as interpreting or translation degree, language degree with interpreting component, Member of CIOL (Chartered Institute of Linguists) and/or ITI (Institution of Translations and Interpreters), Interim Member of CIOL and/or ITI, Recognized language degree from a UK University, Recognized English degree from a foreign University, Other Language Service. Assessment, proven experience as an interpreter or as specified by the Contracting Authority or enrolled in an approved linguist's course at QCF level 3.

### and (for both 1 and 2 above)

- 3. Hold the Diploma in Community Interpreting or evidence of another qualification, such as the IoLET Certificate in Bilingual Skills, which is deemed acceptable by the Contracting Authority.
- 4. Be able to provide documented evidence of some experience of successful public service language work in the United Kingdom.

# **Textual description of Bands**

Band	Expectations - Tasks / Functions	Content / Topics	Experience
Band 5 1000 hours' experience (or acceptable proven track record in low volume languages)	Conference Interpreting / high level and technical translation	Defence / Military / Security / Courts / Policing / Health	Interpreters: Capable and confident when interpreting at high level international engagement meetings, for example Ministerial visits, Chiefs of Services, bilateral military engagement programmes. 1000 hours' experience (or acceptable proven track record in low volume languages)
Band 4 400+ hours' experience	Meet the requirements of the National Occupational Standards in Interpreting	Defence / Military / Security / Courts / Policing / other CJS / Health / Social Care / Local Government	400+ hours
Band 3 100-400 hours' experience	Meet the requirements of the national Occupational Standards in Interpreting but lacking the experience of Band 4 might be preferred for less demanding assignments.	Defence / Military / Security / Courts / Policing / other CJS / Health / Social Care / Local Government	100 – 400 hours
Band 2 100 hours' experience	Meet the requirements of the national Occupational Standards in Interpreting	Defence / Military / Security / Courts / Policing / other CJS / Health / Social Care / Local Government	Up to 100 hours
Band 1 Some experience of successful public sector work	Community liaison work where specialist knowledge of a particular field is not required		Demonstrable experience of successful public service work

Languages Services Framework RM1092 Framework Schedule 2: (Goods and Services and Key Performance Indicators) Part A: Goods and Services Attachment 5

# NON SPOKEN LANGUAGES - DEFINITION OF BANDS

Classification of Linguists for Non-Spoken Languages – Interpreting

### **REGISTERED SIGN LANGUAGE INTERPRETER – RSLI**

Communication Professionals categorised in this class will be:

Registered as a Registered Sign Language Interpreter (RSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind People (NRCPD) Or Scottish Association of Sign Language Interpreters (SASLI) or equivalent registration, equivalent qualification levels.

# TRAINEE SIGN LANGUAGE INTERPRETER – TSLI

Communication Professionals categorised in this class will be:

A regulated Trainee Sign Language Interpreter (TSLI) with the National Registers of Communication Professionals working with Deaf and Deafblind people (NRCPD), or Scottish Association of Sign language Interpreters (SASLI) or equivalent status, equivalent qualification levels.

# REGISTERED INTERPRETER FOR DEAFBLIND PEOPLE

Communication Professionals categorised in this class will be:

Registered as a Deafblind Interpreter with the National Register of Communication Professionals working with Deaf and Deafblind people (NRCPD), or Scottish Association of Sign language Interpreters (SASLI) or equivalent registration, equivalent qualification levels.

#### REGISTERED TRAINEE INTERPRETER FOR DEAFBLIND PEOPLE

Communication Professionals categorised in this class will be:

A regulated Trainee Deafblind Interpreter with the National Register of Communication Professionals working with Deaf and Deaflblind people (NRCPD), or Scottish Association of Sign language Interpreters (SASLI) or equivalent status, equivalent qualification levels.

Classification of Linguists for Non-Spoken Languages – Non Interpreting Services

# REGISTERED LIPSPEAKER

Communication Professionals categorised in this class will be:

Registered as a Lipspeaker with the National Registers of Communication Professionals working with Deaf and Deafblind people (NRCPD), or Scottish Association of Sign language Interpreters (SASLI) or equivalent registration, equivalent qualification levels.

#### TRAINEE LIPSPEAKER

Communication Professionals categorised in this class will be:

A regulated Trainee Lipspeaker with the National Registers of Communication Professionals working with Deaf and Deafblind people (NRCPD), or Scottish Association of Sign language Interpreters (SASLI) or equivalent status, equivalent qualification levels.

#### REGISTERED ELECTRONIC OR MANAUAL NOTETAKER

Communication Professionals categorised in this class will be:

Registered as an Electronic or Manual Notetaker with the National Registers of Communication Professionals working with Deaf and Deafblind people (NRCPD), or Scottish Association of Sign language Interpreters (SASLI) or equivalent registration, equivalent qualification levels.

#### TRAINEE ELECTRONIC OR MANUAL NOTETAKER

Communication Professionals categorised in this class will be:

A regulated Trainee Electronic or Manual Notetaker with the National Register of Communication Professionals working with Deaf and Deafblind people (NRCPD), or Scottish Association of Sign language Interpreters (SASLI) or equivalent status, equivalent qualification levels.

# REGISTERED SPEECH TO TEXT REPORTER

Communication Professionals categorised in this class will be:

Registered as a Speech to Text Reporter with the National Register of Communication Professionals working with Deaf and Deafblind people (NRCPD), or Scottish Association of Sign language Interpreters (SASLI) or equivalent registration, equivalent qualification levels.

#### TRAINEE SPEECH TO TEXT REPORTER

Communication Professionals categorised in this class will be:

A regulated Trainee Speech to Text Reporter with the National Register of Communication Professionals working with Deaf and Deafblind people (NRCPD), or Scottish Association of Sign language Interpreters (SASLI) or equivalent status, equivalent qualification levels.