



**ADMINISTRATIVE MEMORANDUM No. 82 REV. 1**

**SUBJECT: RULES FOR TRANSLATION, INTERPRETATION AND OTHER CONFERENCE AND DOCUMENT SERVICES**

**I. IMPLEMENTATION OF RULES**

The Secretary General authorized the Secretary for Administration and Finance to implement the following Revised Rules for the management of various conference and document services, including for Temporary Conference Service Contracts, set out in Attachment A.

**II. RESCISSIONS**

This Administrative Memorandum rescinds and derogates all rules, regulations, instructions, and practices of the General Secretariat that are inconsistent with it, including, but not limited to, prior versions of this Administrative Memorandum.

**III. ENTRY INTO FORCE**

This Administrative Memorandum revision, together with the attached Rules, shall enter into force on the date it is signed.

A handwritten signature in black ink that reads "Jay Anania".

Jay N. Anania

Secretary for Administration and Finance

## ATTACHMENT A

### RULES FOR TRANSLATION, INTERPRETATION AND OTHER CONFERENCE AND DOCUMENT SERVICES

#### 1. DEFINITIONS

- 1.1 "CPR" is the Spanish language acronym for Performance Contract (Contrato por Resultado) and is used to describe a contract issued to an Independent Contractor or Consultant.
- 1.2 "**Conference Service Provider**" is a freelance Independent Contractor or Consultant who is a legal or natural person qualified to provide the General Secretariat with conference and documents-related services, to include translation, interpretation, transcription, and editing.
- 1.3 "**DCMM**" stands for the Department of Conferences and Meeting Management which is a dependency of the Office of the Assistant Secretary General described in EXECUTIVE ORDER No. 08-01 Rev. 7, Annex B: Office of the Assistant Secretary General.
- 1.4 **Events**<sup>1</sup> are planned activities of limited duration that is organized to take place within the Organization's facilities for a social, cultural, or other purpose compatible with the goals of the Organization and its Charter. Events do not include routine meetings or work of the Permanent Council, its committees and Working Groups or such routine meetings of work of the General Secretariat; rather, events as used in this Memorandum, are special in nature and involve additional operational costs to the Organization such as set up, tear down, security, and trash removal. Events include photographic and/or media sessions requested by external parties.
- 1.5 "**Formal Meetings**" are all meetings with interpretation in four languages that take place in the regular course of business of the organs of the Organization of American States (OAS). These include the General Assembly, Meetings of Consultations of Foreign Affairs, Meetings of the Permanent Council and its committees, Preparatory Meetings of the General Assembly, Meetings of the Inter-American Council for Integral Development (CIDI), and Specialized Organizations, subsidiary organs, agencies, and other entities of the OAS.
- 1.6 "**GS/OAS**" is the acronym for General Secretariat of the Organization of American States.
- 1.7 "**Hybrid Meetings**" are those which include some participants gathering physically, and other participants connected electronically. Such meetings could connect multiple physical meeting locations, each with multiple participants. Such meetings may include observers, either physically present at one or more meeting locations or connected electronically. In accordance with the norms of the respective organ of the OAS, such meetings may be broadcast.

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<sup>1</sup> See Section 2.1 of Administrative Memorandum 68 Rev.2  
(<http://www.oas.org/legal/english/admmem/admmem68Rev2.pdf>).

- 1.8 **"In-person Meetings"** are those conducted with all participants physically present in a single location. In accordance with the norms of the respective organ of the OAS, such meetings may be broadcast.
- 1.9 **"Independent Contractor or Independent Consultant"** is a legal or natural person who, in the pursuit of an independent business, provides goods or services to GS/OAS, using the contractor's own means and methods, without detailed supervision or control by GS/OAS over the production of the product, result, or service required, and without the subordination, prohibitions against assignment, and exclusivity required from employees. An independent contractor is neither an employee nor a staff member of the GS/OAS.
- 1.10 **"Informal Meetings"** are other types of meetings, which do not qualify as Formal Meetings, typically in two languages, such as working group meetings, meetings of the specialized agencies, organizations and conferences, and meetings of subregional organizations.
- 1.11 **"Minor Meetings"** are activities, such as workshops, trainings, Webinars, and working meetings, that take place in the regular course of business of the GS/OAS and not classified as Formal or Informal Meetings. Interpretation services at Minor Meetings are at the discretion of the organizers and not required.
- 1.12 **"Obligations"** are, as stated in Article 106 of the General Standards to Govern the Operations of GS/OAS, sums of money for orders placed, contracts awarded, agreements signed, and transactions concluded during a given period for which funds must be earmarked and an expenditure executed in the future.
- 1.13 **"SAF"** is the acronym for the Secretariat for Administration and Finance
- 1.14 **"TCSC"** is the acronym for **Temporary Conference Service Contract** and is a product-based contract issued through the DCMM Roster to a Conference Service Provider for services in support of Formal and Informal Meetings.
- 1.15 **"Virtual Meetings"** are those conducted with all participants connected electronically. Such meetings may also include observers.
- 1.16 **"Virtual Providers"** are those not physically located at GS/OAS Headquarters or at the location of OAS meetings or events.

## **2. PURPOSE OF RULES**

- 2.1 The purpose of these Rules is to:
- a. Define the procedures by which the General Secretariat's dependencies procure conference and document services for meetings.
  - b. Define the selection criteria and process through which Conference Services Providers for Formal and Informal Meetings are awarded TCSCs.
  - c. Outline the procedures for processing TCSCs and its administration by DCMM.

- d. Define the selection criteria and process through which Conference Services Providers for Minor Meetings are awarded CPRs.
- e. Confirm that Conference Services Providers, regardless of their contracting process and type of contract (TCSC or CPR), do not establish a de facto employer/employee relationship between the General Secretariat and freelance Conference Services Providers.
- f. Address concerns of OAS member states detailed in item 38 of [CP/CAAP-3723/21 rev. 3](#) Assignment of Mandates, which called for plans "To analyze options presented by the General Secretariat to reduce the costs of meetings in their respective modalities, face-to-face, virtual, hybrid, including available platforms and translation and interpretation costs."
- g. Offer GS/OAS internal customers translation, interpretation, and other conference services for the different categories of meetings that are responsive to their requirements and consider their budgetary limitations. All GS/OAS areas should be empowered to take advantage of opportunities to acquire services of Conference Service Providers, including Virtual Providers, via the CPR contracting process when the type of meeting and its legal framework allow for that procurement action and such providers meet the needs of the area and the Minor Meetings in question, and also the requirements of the GS/OAS.
- h. Define that DCMM is responsible for establishing and enforcing the professional standards to which Conference Services Providers who work on documents and in meetings or events, including those of the Permanent Council, CIDI and their committees, in both Formal and Informal Meetings, will be subject. These requirements will vary depending on the category of meeting/document and will apply whether the meetings are In-person, Virtual, or a Hybrid.
- i. Introduce the concept of tiered standards to permit reduced cost options (e.g. hire a virtual interpreter for an in-person meeting) for Minor Meetings or Events and their related documents. Such standards will apply to In-person, Virtual, and Hybrid Meetings and Events. Absent such standards, areas are free to select service providers which meet their business requirements and budgets.
- j. Authorize areas to hire resources located outside of Washington, D.C. or Minor Meetings and Events held away from GS/OAS Headquarters, whether virtual, In-Person, or Hybrid, in accordance with customary practices for contracting such freelance professionals in the corresponding duty station, and without prejudice to the regulations regarding payment in local currency pursuant to the GS/OAS Performance Contract Rules and Financial and Budgetary Regulations. For Formal and Informal Meetings outside GS/OAS Headquarters the resources will be hired through DCMM.

### **3. GENERAL RESPONSIBILITIES OF THE DEPARTMENT OF CONFERENCES AND MEETING MANAGEMENT (DCMM)**

3.1 DCMM is the dependency of the General Secretariat responsible for identifying, contracting, evaluating, and coordinating persons providing conference and translation services under a **TCSC in support of Formal and Informal Meetings**.

3.2 DCMM shall periodically, according to good business practices, conduct a bidding process for a virtual meeting platform for formal meetings aligned with Department of Information Technology Services (DOITS) cybersecurity requirements.

3.3 DCMM, in conjunction with SAF, shall seek to adopt technological advancements in all its processes, improve event management and reduce costs through the use of automated tools, to include automated transcription (voice to text), automated translation for informal translation services, and other tools which may emerge as technology advances.

3.4 DCMM may, if requested, assist all areas by setting professional guidelines for translation and interpretations services applicable to Minor Meetings and Events, and related document services and (if requested) evaluating potential document and Conference Service Providers for suitability.

### 3.5 TCSC RECRUITMENT: THE ROSTER

3.5.1 The DCMM is responsible for preparing and updating a roster of technically qualified TCSC freelance translators, interpreters, and other specialists available to provide conference and document-related services in Washington, D.C. or away from Headquarters. DCMM shall actively promote the recruitment of a broad cadre of qualified candidates for inclusion in the roster and shall enlist the cooperation and efforts of other dependencies of the General Secretariat in this endeavor. DCMM shall consider and interview qualified candidates, including those proposed by other dependencies of the General Secretariat and those identified as a result of their exceptional service in international meetings.

3.5.2 Only those persons whose names appear on the approved roster will be eligible for a TCSC.

3.5.3 Nationals of any country who satisfy the eligibility standards set out in this Administrative Memorandum may be placed on the roster. Qualified nationals of the OAS Member States shall be given first preference, in equal conditions, over candidates from other states, for selection from the roster; qualified nationals of the OAS Permanent Observers shall be given preference, in equal conditions, over candidates from non-OAS Member States.

3.5.4 DCMM shall develop objective standards for including candidates on the roster. Those standards shall be based, in part, on the following factors: years of professional experience; membership in relevant professional associations; performance on a proficiency test administered by DCMM or a recognized international organization or other reliable examining authority; and compliance with the other requirements set out in these Rules and other applicable rules and regulations of the General Secretariat.

3.5.5 DCMM will continually update the roster and shall make the roster and all such updates available to all dependencies of the General Secretariat. DCMM shall remove names from the roster on the basis of a negative evaluation per section 3.5.3 below, or at the request of the consultant.

3.5.6 DCMM may also publish the names of other conference service providers it may favorably evaluate on its own initiative or at the request of OAS dependencies.

3.5.7 Notwithstanding that a TCSC may be paid against billable time units for a given event, the contract modality will be considered a product-based performance contract

given that individuals are contracted to provide services for specific meetings, and not on a continuous temporal basis for the entirety of the year for which they are placed on the roster with the TCSC.

### 3.6 EVALUATION OF CONFERENCE SERVICE PROVIDERS HIRED UNDER TCSCs

3.6.1 In collaboration with the Department of Human Resources and DOITS, DCMM shall develop a performance appraisal system that will permit an objective evaluation of the services provided by persons working under a TCSC.

3.6.2 DCMM shall evaluate all persons working under a TCSC at least once a year in accordance with the performance appraisal system so developed.

3.6.3 Any Conference Service Provider whose services are deemed unsatisfactory as a result of the performance appraisal system so developed shall be eliminated from the roster.

### 3.7 LIMITATIONS AND PROHIBITIONS ON TCSCs

3.7.1 In order to be issued a TCSC for work physically rendered at Headquarters, a person shall present satisfactory evidence of a passport or valid visa which permits that person to provide conference-related services in the United States of America.

3.7.2 No person shall be issued a TCSC for any purpose other than for providing conference and/or document-related services.

3.7.3 No person who is a relative of a staff member (as defined in Staff Rule 104.16(a)), who participates in the process of awarding or administering TCSCs or of a staff member who occupies a post above the P4 level shall be issued a TCSC; however, the SAF may authorize in writing an exception for any case in which (i) the exception request is presented in writing; and (ii) the General Secretariat's interest in permitting the exception, in the Secretary's judgment, outweighs any potential for actual or perceived conflicts of interest.

3.7.4 Persons contracted under a TCSC shall be paid according to the terms of their contract agreement, which shall include a provision authorizing or not the performance of hours beyond the originally prescribed amount. If at the time of rendering services, consultants are needed to work more than the originally agreed upon timeframes, these services shall only be authorized if the contingency was approved and if funds exist to cover excess costs.

3.7.5 Every person working under a TCSC shall initial the following statement in the contract form:

I certify that I am an independent contractor; that I am self-employed; that I am not a GS/OAS staff member or a relative of a GS/OAS staff member as identified in paragraph 3.6.3 above; that I am a participant in the national social security system of either the country of my residence or the country of my nationality; that I will pay to that national social security system from the compensation paid to me under this Contract the percentage contributions required of self-employed independent contractors under applicable law; and that I will pay to the appropriate governmental authorities from that compensation any taxes I may owe on that compensation as required by law.

3.7.6 Except for translators, interpreters, and editors, who shall be contracted in accordance with the customary practices in the duty station for contracting the services of free-lance persons in those professions, no natural person retained to provide conference-related services on GS/OAS premises shall be contracted under a TCSC for more than eight weeks of full-time service (at least 24 hours per week) within any three-month period.

3.7.7 The DCMM shall be responsible for verifying and enforcing compliance with the foregoing provisions of Part 3.7 of these Rules.

### 3.8 COMPENSATION UNDER THE TCSC

3.8.1 Except in those special circumstances where it is not feasible, the TCSC shall provide for payment at rates pre-established by DCMM by the word or by the page for translation and transcription services, respectively, and payment by the specific task for other services. Nonetheless, when it is necessary to pay for services in accordance with an hourly, daily, weekly, monthly, or annual rate, the TCSC shall provide for such payment at the corresponding pre-established rates.

3.8.2 DCMM, in accordance with Staff Rule 104.18, shall establish compensation rates for TCSCs, taking into account: (a) the nature of the services to be performed, i.e., the complexity, difficulty, and degree of expertise required; (b) the time required to undertake the work and the market rate for comparable work; and (c) the necessity of obtaining the service required for the lowest possible cost.

3.8.3 DCMM shall provide tiered costing standards to allow for variable cost options depending on the level of complexity of the services rendered and on the category of meeting/event/document.

3.8.4 Compensation paid at an hourly, daily, weekly, monthly, or annual rate to conference service providers for work to be performed under a TCSC on GS/OAS' premises for more than twenty working days in any twelve-month period, regardless of whether such work is part-time or intermittent, shall include:

- a. A net fee computed in accordance with the factors set out in Article 3.8.2 above;
- b. An amount equal to what the independent contractor must contribute to social security (including retirement, unemployment insurance, and worker compensation insurance) with respect to that net fee under the laws of the duty station or the contractor's country of residence, whichever is applicable;
- c. An amount equal to what the independent contractor must contribute with respect to the net fee for health insurance under the laws of the duty station or contractor's country of residence (whichever is applicable), or if there is no such legal requirement and health insurance is not included in the applicable social security system, an additional 3% of that net fee as a health insurance allowance;
- d. An amount equal to the statutory value of vacation leave required under law with respect to the net fee earned, and if there is no such requirement for annual leave in the duty station, an additional 3% over the net fee.

The TCSC must itemize the amounts to be paid for each of the aforementioned elements of compensation as well as any other payments agreed to by the parties.

3.8.5 Section 3.8.4 will not apply to translators and interpreters, and editors, whose compensation shall be negotiated and established under section 3.8.2 and in accordance with customary practices for contracting such free-lance professionals in the duty station.

3.8.6 As independent contractors, conference service providers are not entitled to compensation under the GS/OAS salary scales for staff members; nor are they entitled to the staff benefits provided under the General Standards and Staff Rules.

3.8.7 As independent contractors, conference service providers are free to accept other work assignments from GS/OAS areas at different compensation rates, so long as the work is distinct from, and does not interfere with, work they perform under a TCSC, pursuant to Rule 3.2.6 of the Performance Contract Rules, which states that "No independent contractor shall be awarded more than one performance contract during a given period of time if it is deemed that the additional contract will adversely affect his or her performance on any other contract."

### 3.9 PROCESSING PAYMENT FOR SERVICES

3.9.1 An area requesting services from a conference service provider under a TCSC must:

- a. Fund the services for conferences or documents from its approved budget (Regular Fund, Indirect Cost Recovery Fund, or donor fund); and
- b. Request the services as far in advance as possible, preferably at least 30 days in advance. For requests to DCMM for TCSC services, by submitting to DCMM the corresponding request for services, including a budget estimate for the services so requested.

3.9.2 DCMM shall:

- a. Provide assistance to all areas requesting conference services in the preparation of estimated budgets for the requested conference services; and
- b. Request to the area the preparation of all administrative actions and obligations necessary to cover and pay for those services.

3.9.3 For the General Assembly, the Permanent Council, CIDI, and their subsidiary bodies, DCMM shall request that the Department of Procurement and Management Oversight (DPMO) generate, prior to the delivery of the services requested, the administrative actions and obligations necessary, supported by the approved budget.

3.9.4 The Secretariat shall issue payment to the conference service provider based on the following documentation: the obligation document, the invoice; and certification by the DCMM Conference Specialist on behalf of the DCMM Director.

3.9.5 DCMM shall issue a report to the Department of Financial Services for payment and shall make that report available electronically to all interested parties within the General Secretariat and to the Member States upon their request.]

## **IV. CONTRACTING CONFERENCE AND DOCUMENT SERVICES FOR MINOR MEETINGS**

4.1 For Minor Meetings, GS/OAS dependencies are authorized to contract conference service providers (natural or legal persons) following the GS/OAS Performance Contract Rules. Areas



may if desired consult DCMM to determine the suitability of potential providers, or to request the services of conference service providers who hold TCSCs. DCMM shall make available tiered standards to allow for reduced cost options for Minor Meetings/Events, but absent such standards, areas are free to select service providers who meet their business requirements and budgets.

4.2 Contracting conference and document services for Minor Meetings shall not be subject to the rates established under section 3.8 of this Policy unless the independent consultant is hired through a TCSC managed through DCMM.

4.3 Pursuant to Rule 3.2.6 of the Performance Contract (“CPR”) Rules, no Independent Contractor shall be awarded more than one performance contract during a given period of time if it is deemed that the additional contract will adversely affect his or her performance on any other contract.

4.4 Consultants hired for conference and/or document services for Minor Meetings may be hired to work in person or remotely, but in all instances must have a valid work permit that allows them to work either at the meeting location if in person, or in the country of residence if providing services remotely.

4.5 Conference Service Providers, regardless of their type of contract (TCSC or CPR) do not establish a de facto employer/employee relationship between the General Secretariat and free-lance Conference Service Providers.

4.6 Consultants hired for conference and/or document services for Minor Meetings are subject to the Performance Contract Rules of the Organization.

4.7 Areas who contract Conference Service Providers for In-Person Meetings at Headquarters shall request assistance from DCMM to administer the equipment necessary for those meetings.

## **V. GENERAL PROVISIONS**

5.1 Any staff member who causes financial damage to the General Secretariat by malice, culpable or gross negligence, or failure to observe these Rules shall be responsible therefor and shall be required to make restitution to the General Secretariat as specified under Staff Rules 101.3 and 103.20.

## **VI. TRANSITORY PROVISION**

6.1 Pending the development and implementation of the Performance Appraisal System specified in Article IV of these Rules, DCMM shall periodically evaluate the performance of each conference service provider on the roster at least once a year in accordance with reasonable objective criteria and shall maintain copies of those evaluations available for reference when selecting candidates from the roster. Persons whose services are deemed to be unsatisfactory shall be eliminated from the roster.