

<b>MARRI REGIONAL CENTRE</b>		
No.	08-28	
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**PROTOCOL**  
**ON THE USE OF JOINT INTERPRETATION POOL IN THE AREA OF MIGRATION AND ASYLUM**

Taking into account the Memorandum of Understanding signed in Tirana July 2004;

Desiring to facilitate the implementation of the Statute of the Migration Asylum and Refugee Regional Initiative Regional Centre of June 10, 2015,

In view of the strengthening a common effort in the fight against illegal migration and intensifying regional cooperation in the field of migration and asylum,

With the intention to enhance, while taking into consideration the expressed willingness of the MARRI Participants, the existing forms of cooperation and thus contribute to the strengthening of efficient cooperation in the area migration and asylum in line with EU's policies and best practices,

Considering the expressed interest of all Participants to efficiently fight against illegal migration and mitigate the negative influences of migration flows,

Understanding the need for better use of existing resources and exchange of useful information and best practices for dealing with irregular migration as a phenomenon on regional level,

Recognising importance of establishing common grounds for harmonisation of procedures with irregular migrants in line with EU's best practices while taking into consideration the aspirations of all MARRI Participants toward EU Membership,

The Ministry of Internal Affairs of the Republic of Albania, Ministry of Interior of the Republic of Macedonia, Ministry of Security of Bosnia and Herzegovina, Ministry of Interior of the Republic of Serbia, Ministry of Interior of Montenegro, Ministry of Internal Affairs of Kosovo\*, (hereinafter referred to as the: Participants) and MARRI Regional Centre,

Have agreed on the following:

**I. Purpose**

This Protocol provides a legal framework for the Participants and MARRI Regional Centre for the cooperation related to the establishment and the use of joint interpretation pool in the area of migration and asylum.

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\* This designation is without prejudice to positions on status, and is in line with UNSC 1244 and the ICJ Opinion on the Kosovo Declaration on Independence.

## II. Abbreviations and definitions

For the purpose of this Protocol, the following abbreviations will be used to signify the following meanings:

- (a) "MARRI Regional Centre" means Migration, Asylum, Refugees Regional Initiative Regional Centre;
- (b) "MIP" (MARRI Interpreters Pool) means a record including information on interpreters available in each of the Participant;
- (c) MARRI CP is the MARRI Coordination Officer who shall act in the capacity of MARRI Contact Point
- (d) "CP" means contact point in the competent authority in each Participant with the authorization to coordinate and implement the provisions of this Protocol;
- (e) The term "interpretation" used in this Protocol is not limited only to oral interpretation and may apply to written translation if needed.
- (f) "competent authority" means the Participant's authority in the area of migration and asylum who could engage interpreters from MIP.

## III. Contact points and MARRI contact point

(1) To facilitate the cooperation deriving from this Protocol, each Participant shall designate a contact point. In case Participant has more than one authority in the area of migration and asylum more than one Contact Point can be designated. The Participants shall notify and regularly update MARRI Regional Centre on the competent authorities, appointment of the CPs and on the relevant contact information. MARRI Regional Centre will be responsible for the generation and regularly update of the collected data into a joint list of CPs.

(2) The responsibilities of CPs are as follows:

- inform MARRI CP on new interpreter available in domestic capacity and on all updates on interpreters already in MIP,
- exchange information of adequately equipped premises to be used by interpreters,
- coordinate time and place of interpretation service provided to the competent authority of other Participant,
- confirm the identity of the interpreter to the competent authority of other Participant,
- exchange other relevant information for successful implementation of this Protocol.

(3) The responsibilities of the MARRI CP are as follows:

- entering the received data from the CP on new interpreters in the MIP;
- updating the MIP with all new and relevant information (i.e. duration of unavailability for interpretation);
- preparing and keeping record of the statements of admission and confidentiality,



- entering and updating data received on the competent authorities and CP.

#### **IV. Interpretation capacities**

- (1) Participants agree to give special attention when selecting the interpreters to ensure reliability of the service. Participants shall propose only those interpreters who are legally residing in one of the Participants, based on previous positive experiences and/or recommendations by competent authorities.
- (2) Each Participant agrees to share information on their interpretation capacities with MARRI Regional Centre respecting their legislation on data protection.
- (3) The interpreters will acquire the right to be entered into the MIP only upon signing the Statement of Admission and Confidentiality (Annex 1).

#### **V. Establishment of the MIP**

- (1) All Participants and MARRI Regional Centre agree to establish MIP. The purpose of the MIP is to improve the implementation of the Participants policies in the area of migration and asylum and enhance the cooperation between Participants by facilitating the procedure of using information on available interpreters in MIP.
- (2) MIP is a record used for exchange of information on interpreters available in the MARRI Participants.
- (3) All financial implications arising from establishment and maintenance of the MIP shall be borne by MARRI Regional Centre and shall not affect the budgets of Participants.
- (4) MIP shall be designed and constructed to be available to Participants at any time and in line with the technological capabilities of the systems of the Participants.
- (5) All personal data included in MIP shall be adequately protected.
- (6) All Participants and MARRI Regional Centre limit access to MIP data to authorised staff for the performance of their tasks in the area of migration and asylum. They shall ensure that the MIP data shall not be misused or transferred to third parties without the consent of all Participants.

#### **VI. Categories of data in the MIP**

- (1) In MIP only the following categories of data shall be recorded:
  - a) interpreter (name, surname, contact details, address, citizenship, languages and dialects he/she is able to interpret, acquired education, (non) availability, price per type of service

and duration, other relevant references (i.e. certificates to work with vulnerable groups, information if the interpreter is an officially authorised for translation or authorized court interpreter);

- b) copy of all signed Statements of Admission and Confidentiality;
- c) list of competent authorities authorised to use interpreters from MIP with contact details (name of the authority, address, telephone, fax, e-mail address, name and position of the contact persons) and list of contact points of competent authorities providing facilities for interpretation with contact details (institution, service, names of contact persons and position, telephone, fax, e-mail, etc.);

- (2) All data of interpreters will be removed from MIP upon the written request of the interpreter or upon the written request of the designating Participant (based on justified reasons).

#### **VII. Engagement of the interpreter from MIP**

(1) The competent authority may engage the available interpreter from the MIP if the Participant does not possess interpreter in its capacities, or if interpreter at local level is not accessible or his/her service cannot be provided in a satisfactory manner and interpretation is not possible by other means.

(2) Requesting competent authority's CP shall establish contacts with the interpreter using contact details from MIP and shall determine the time, place and duration of the service in coordination with the CP of the Participant offering premises and equipment.

(3) After the interpretation service is provided the competent authority engaging the interpreter will compensate the interpreter in accordance with the national legislation, taking into account the service contract signed (recommended template in Annex 2 where applicable) between the competent authority and interpreter, if the compensation is not provided by other funds (i.e. international organisations).

(4) No financial implications shall derive from the implementation of this Protocol for the Budgets of the MARRI Participants.

(5) Participants that designate interpreters to the MIP shall not be liable for the quality of the interpretation performed nor for compensation for the service provided to another competent authority.

#### **VIII. Modalities of using the joint interpretation pool**

(1) Participant shall designate adequately equipped premises to be used by the interpreter when other competent authority is requesting the interpreter from MIP.

(2) Requesting competent authority may request interpretation services to be provided at a designated point/place if needed.



(3) Adequately equipped premises shall enable confidentiality of the interpretation and where possible shall be equipped with advanced technologies to enable smooth interpretation.

(4) CP of the Participant whose premises are used for the interpretation shall confirm the identity of the interpreter prior to the assignment and confirm it to CP of competent authority requesting interpretation.

(5) Participants will not request the compensation from other Participant for the use of premises, equipment for the interpretation and other costs related to performed interpretation.

#### **IX. Role of the interpreters in facilitating the process of establishing identity of irregular migrants**

(1) The interpreters may serve as an auxiliary instrument in the process of establishing the identity of irregular migrants.

(2) When determining the schedule to use the adequately equipped premises and engaging the interpreter from MIP all Participants shall give priority to the procedures of establishing identity of irregular migrants.

(3) Participants recognise the importance to exchange the best practices in establishing identity of irregular migrants and are determined to harmonise the procedures of establishing identity of irregular migrants as far as possible.

#### **X. Training**

In order to further enhance the cooperation and use of MIP the Participants agree and are determined to encourage and provide support for training of the CPs, MARRI CP and field officers of competent authorities dealing with proceedings in the identification of irregular migrants.

#### **XI. Consultations and working meetings**

Consultations and working meetings will be held in the scope of the efficient implementation of this Protocol, which may be encouraged by both the Participants and MARRI Regional Centre.

#### **XII. Protection of personal data**

(1) MARRI Regional Centre and the competent authority shall use personal data in MIP for the sole purpose of implementing this Protocol.

(2) MARRI Regional Centre shall establish conditions and follow the procedures to ensure adequate level of protection of personal data of interpreters.

### XIII. Final Provisions

- (1) This Protocol shall enter into force on the day of its signing by all Participants.
- (2) This Protocol is concluded for an indefinite period of time.
- (3) The Participants remain open for further cooperation with third parties regarding the strengthening of the joint interpretation capacities.
- (4) Upon a preliminary notification of the Participants, each Participant may suspend the implementation of this Protocol for the reason of security, securing public order or public health. The suspension is enforced on the second day upon receiving such a notification by MARRI.
- (5) This Protocol may be amended at any time by written agreement of all Participants.
- (6) Each Participant and MARRI may decide to terminate its cooperation under this Protocol within 90 days upon official notification via diplomatic channels to MARRI and all Participants..
- (7) Any dispute between Participants and/or MARRI regarding the interpretation or application of this Protocol shall be settled by joint coordination group, composed of representatives from Participants in dispute and MARRI, established for this purposes.
- (8) Participants and MARRI shall prepare operational procedures for the standardised use of MIP.
- (9) This Protocol has two appendixes which make constitutive part of this Protocol.

In witness whereof of the undersigned, being duly authorised have signed this Protocol

Done at ..... on the 8 February of the year 2018 in [seven] original copies in English:

For MARRI Regional Centre: Jamuna Nupos

For the Ministry of Internal Affairs of the Republic of Albania:

For the Ministry of Interior of the Republic of Macedonia:

For the Ministry of Security of Bosnia and Herzegovina:

For the Ministry of Interior of the Republic of Serbia:

For the Ministry of Interior of Montenegro:

For the Ministry of Internal Affairs of Kosovo:

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**ANNEX 1**

**Statement of Admission and Confidentiality  
under  
PROTOCOL  
ON THE USE OF JOINT INTERPRETATION POOL IN THE AREA OF MIGRATION AND  
ASYLUM**

I, the undersigned, hereby declare that I agree to be admitted to the MIP and to offer interpretation service to all Participants of the Protocol on the use of joint interpretation pool in the area of migration and asylum during the validity of service contract.

I further declare that:

- I will fully respect the provisions of the above mentioned Protocol and service contract,
- I agree my personal data and contacts are processed in order to establish and update the MIP,
- I pledge to perform service impartial,
- I will not at any time disclose any information or personal data obtained during the interpretation service to anyone unless required to do so by law of the Participant requesting interpretation,
- I will follow the highest standards of efficiency, competence and integrity in my work,
- I confirm the accuracy of the interpretation/translation;

I will indicate if I have a conflict of interest related to the person being interviewed before the start of the interview.

My personal details:

Name:

Surname:

Father's name:

Date of birth:

Address:

Citizenship:

Contact details:

Date of signature:

Signature: \_\_\_\_\_



## ANNEX 2

### Proposed Service contract template

Signed between:

.....Participant ..... as contractor

and

(full name) interpreter

#### 1. Nature of the service

(1) The interpreter shall perform interpretation and translation service from ..... (language)..... to ..... language and vice versa.

(2) The services shall include, but are not limited to:

- a) accurate interpretation of any statements
- b) accurate translation of any written materials required.

#### 2. Duration of the service provided

This contract is concluded for an indefinite period of time/ concluded for ...x...years.

#### 3. Obligation of the interpreter

(1) Interpreter agrees to perform service requested by contractor's competent authorities working in the area of migration and asylum.

(2) The interpreter shall be subject to the following specific obligations:

- to perform interpretation service impartial,
- not to disclose any information or personal data obtained during the service to anyone unless required to do so by law,
- to follow the highest standards of efficiency, competence and integrity during the engagement,
- to inform the contractor in cases of non-availability for providing service for the period longer than 10 days.

(3) The interpreter shall keep secure documents, disks and any other media containing information relating to the service.

#### 4. Obligation of the contractor

The contractor will inform MARRI Regional Centre to enter data of interpreter in MIP upon signing of this contract and the Statement of Admission and Confidentiality.

#### 5. Payment

(1) The interpreter shall receive full compensation for the following service:

a) interpretation: - up to 1 hour ..... EUR

- up to one day (maximum 8 hours) ..... EUR

b) translation: - ..... per page

#### 6. Obligation under tax law

Contractor undertakes no liability for taxes of other contributions that may be payable by the interpreter on payments made under this contract. The interpreter is responsible for paying to the tax office as required by law.

#### 7. Dispute arrangements

(1) Any dispute between the contractor and the interpreter arising out of this contract which is not settled by negotiation shall be taken before court. The procedures shall be governed by the acting Laws of .....*Participant* ..... Place of jurisdiction shall be .....

#### 8. Termination of the service

(1) The interpreter may terminate the service contract without providing reasons.

(2) The contractor may terminate the service contract in cases the interpreter is not respecting the provisions of this contract or Statement of Confidentiality.

(3) In all cases the termination comes into effect on the next day following receipt of the written notification. MARRI shall immediately remove all data of the interpreter from the MIP.

#### 9. Final Provision

This Contract shall enter into force on the day of its signing by both Parties.

Contractor:

Interpreter:

Date:

Date: