

UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

Commissioners: Robert Pitofsky, Chairman
 Mary L. Azcuenaga
 Janet D. Steiger
 Roscoe B. Starek, III
 Christine A. Varney

In the Matter of)	
)	
)	
INTERNATIONAL ASSOCIATION OF)	
CONFERENCE INTERPRETERS, a/k/a)	
Association Internationale des)	
Interprètes de Conférence, and)	Docket No. 9270
)	
UNITED STATES REGION OF THE)	
INTERNATIONAL ASSOCIATION OF)	
CONFERENCE INTERPRETERS,)	
)	
Respondents.)	

ORDER

I.

IT IS ORDERED that, for purposes of this order, the following definitions shall apply:

A. "AIIC" means respondent International Association of Conference Interpreters, also known as Association Internationale des Interprètes de Conférence, its directors, trustees, general assemblies, councils, committees, working groups, boards, divisions, sectors, regions, chapters, officers, representatives, delegates, agents, employees, successors, and assigns.

B. "U.S. Region" means respondent United States Region of AIIC, its directors, trustees, general assemblies, councils, committees, working groups, boards, divisions, sectors, regions, chapters, officers, representatives, delegates, agents, employees, successors, and assigns.

C. "Fees" means any cash or non-cash charges, rates, prices, benefits or other compensation received or intended to be received for the rendering of services, including, but not limited to, salaries, wages, transportation, lodging, meals, allowances (including subsistence and travel allowances), reimbursements for expenses, cancellation fees, recording fees, compensation for time not worked, compensation for travel time, compensation for preparation or study time, and payments in kind.

D. "Cancellation fee" means any fee intended to compensate for the termination, cancellation or revocation of an understanding, contract, agreement, offer, pledge, assurance, opportunity, or expectation of a job.

E. "Interpretation" means the act of expressing, in oral form, ideas in a language different from the language used in an original spoken statement.

F. "Translation" means the act of expressing, in written form, ideas in a language different from the language used in an original writing.

G. "Other language service" means any service that has as an element the conversion of any form of expression from one language into another or any service incident to or related to interpretation and translation, including briefing or conference preparation, equipment rental, conference organizing, teleconferencing, précis writing, supervision or coordination of interpreters, reviewing or revising translations, or providing recordings of interpretations.

H. "Interpreter" means one who practices interpretation.

I. "Translator" means one who practices translation.

J. "Language specialist" means one who practices interpretation, translation, or any other language service.

K. "Intergovernmental Organization" refers to any organization to which privileges and immunities have been extended pursuant to the International Organizations Immunities Act, 22 U.S.C. § 288 *et seq.*, as amended.

L. "Negotiated Agreement" means any contract or other agreement negotiated between AIIC and any user of interpretation, translation or other language service setting forth, *inter alia*, the rates and working conditions for interpreters, translators or other language specialists working on a freelance basis for that user.

M. "Person" means any individual, partnership, association, company, or corporation, and includes any trustee, receiver, assignee, lessee, or personal representative of any person herein defined.

N. "Basic Texts" means the various governing and policy documents of AIIC, including, but not limited to, AIIC's Statutes, Code of Professional Ethics, Professional Standards, and Appendices to any of these documents.

II.

IT IS FURTHER ORDERED that respondents, directly or indirectly, or through any person, corporation, or other device, in or in connection with their activities in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, cease and desist from:

- A. Creating, formulating, compiling, distributing, publishing, recommending, suggesting, encouraging adherence to, endorsing, or authorizing any list or schedule of fees applicable in the United States for interpretation, translation, or any other language service, including, but not limited to, fee reports, fee guidelines, suggested fees, proposed fees, fee sheets, standard fees, or recommended fees;
- B. Entering into, adhering to, participating in, or maintaining any contract, agreement, understanding, plan, program, combination, or conspiracy to construct, fix, stabilize, standardize, raise, maintain, or otherwise interfere with or restrict fees applicable in the United States for interpretation, translation, or other language services;
- C. Suggesting, urging, encouraging, recommending, or attempting to persuade in any way interpreters, translators, or other language specialists to charge, pay, offer, or adhere to, any existing or proposed fee for transactions within the United States, or otherwise to charge or refrain from charging any particular fee in the United States;
- D. Prohibiting, restricting, regulating, impeding, declaring unethical, interfering with, or advising against any form of price competition in the United States, including, but not limited to, offering to do work for less remuneration than a specific competitor, undercutting a competitor's actual fee, offering to work for less than a customer's announced fee, offering discounted rates, or accepting any particular lodging or travel arrangements;
- E. Discouraging, restricting, or prohibiting interpreters, translators, or other language specialists from accepting hourly fees, half-day fees, weekly fees, or fees calculated or payable on other than a full-day basis for services performed within the United States; and

- F. Discouraging, restricting, or prohibiting interpreters from performing interpretation, translation, or other language services within the United States free of charge or at a discount, or from paying their own travel, lodging, meals, or other expenses.

PROVIDED THAT, nothing contained in this Paragraph II shall prohibit respondents from:

- 1. Compiling or distributing accurate aggregate historical market information concerning fees actually charged in transactions in the United States that were completed no later than one (1) year before the date of such compilation, provided that such compilation or distribution begins no earlier than three (3) years after the date this order becomes final, and provided further that such information is compiled and presented in an unbiased and nondeceptive manner that maintains the anonymity of the parties to the transactions; or
- 2. Collecting or publishing accurate and otherwise publicly available fees paid by governmental and intergovernmental agencies or pursuant to a Negotiated Agreement, if such publication states the qualifications and requirements for a person to be eligible to receive such fees.

III.

IT IS FURTHER ORDERED that respondents, directly or indirectly, or through any person, corporation, or other device, in or in connection with their activities in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, cease and desist from entering into, adhering to, participating in, promoting, assisting, enforcing, or maintaining any agreement, understanding, plan, program, combination, or conspiracy to limit, restrict, or mandate, within the United States:

- A. The reimbursement of or payment to interpreters, translators, or other language specialists for travel expenses or time spent traveling; or any discounts, costs, or other advantages or disadvantages to consumers based on actual travel arrangements or geographic location;
- B. The recruitment of interpreters, translators, or other language specialists on the basis of whether or not they are permanently employed; or
- C. The payment or receipt of commissions.

IV.

IT IS FURTHER ORDERED that respondents, directly or indirectly, or through any person, corporation, or other device, in or in connection with their activities in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, shall, in connection with any meeting being held, first warn and, if the warning is not heeded, dismiss from any meeting any person or persons who make a statement, addressed to or audible to the body of the meeting, concerning the fees applicable in the United States, charged or proposed to be charged for interpretation, translation, or any other language service. If the aforementioned disciplinary actions are not effective in stopping the prohibited discussion, then respondents must adjourn the meeting until such time as it may be conducted without such prohibited discussion.

V.

IT IS FURTHER ORDERED that nothing herein shall prohibit respondents or their members from:

- A. Performing pursuant to any existing agreement entered into between AIIC and any Intergovernmental Organization or any other existing Negotiated Agreement, unless such agreement is repudiated by such Intergovernmental Organization or other user of interpretation, translation, or other language service; or
- B. If requested to do so in writing in advance by such Intergovernmental Organization or other user of interpretation, translation, or other language service, negotiating a new or renewed agreement or Negotiated Agreement with any Intergovernmental Organization or other such user, concerning the wages, hours, and working conditions of freelance interpreters, translators, or other language specialists working for such Intergovernmental Organization or other user.

VI.

IT IS FURTHER ORDERED that respondents shall, within ninety (90) days after the date this order becomes final:

- A. Amend the Basic Texts, including all sub-parts and appendices, to conform to the requirements of Paragraphs II, III, and IV of this order; and
- B. Amend their rules and bylaws to require each member, region, sector, chapter, or other organizational subdivision to observe the requirements of Paragraphs II, III, and IV of this order.

VII.

IT IS FURTHER ORDERED that respondents shall, within ninety (90) days after the date

IX.

IT IS FURTHER ORDERED that respondents shall:

- A. Within ninety (90) days after the date this order becomes final, and annually for five (5) years thereafter on the anniversary of the date this order becomes final, file with the Secretary of the Federal Trade Commission a verified written report setting forth in detail the manner and form in which respondents have complied and are complying with this order, and any instances in which respondents have taken any action within the scope of the provisos to Paragraph II of this order;
- B. For a period of ten (10) years after the date this order becomes final, collect,

X.

IT IS FURTHER ORDERED that respondent U.S. Region shall cease and desist for a period of one (1) year from maintaining or continuing its affiliation with any organization of interpreters, translators, or other language specialists within thirty (30) days after the U.S. Region learns, or obtains information that would lead a reasonable person to conclude, that said organization has engaged, after the date this order becomes final, in any act or practice that would be prohibited by Paragraph II or III of this Order if engaged in by the U.S. Region unless, prior to the expiration of such thirty (30) day period, said organization informs the U.S. Region by verified written statement of an officer of the organization that the organization has ceased and will not resume such act or practice, and the U.S. Region has no grounds to believe otherwise.

XI.

IT IS FURTHER ORDERED that this order shall terminate twenty (20) years from the date this order becomes final.

By the Commission.

Donald S. Clark
Secretary

Seal

Argued: October 11, 1996
Issued: February 19, 1997

Attachments: 1) Appendix A
2) Opinion of the Commission
3) Opinion of Commissioner Starek, Concurring in Part and Dissenting in Part

APPENDIX A

[DATE]

ANNOUNCEMENT

The Federal Trade Commission, an agency of the government of the United States of America, has determined that certain rules and practices of the International Association of Conference Interpreters ("AIIC") violate the antitrust laws of the United States.

Members are advised that agreements between competitors on rates and fees violate the antitrust laws of the United States and may violate the laws of other countries. Other agreements between competitors on matters other than rates and fees may also violate the antitrust laws of the United States or of other countries. Individuals who enter into such agreements may be subject to criminal penalties and fines under the laws of the United States of America. 15 U.S.C. § 1; 18 U.S.C. § 3571. Individuals who enter into such agreements may also be civilly liable to persons injured in their business or property as a result of violations of the antitrust laws. 15 U.S.C.