

The Society of Authors

84 Drayton Gardens, London SW10 9SB

Basic Translator/Publisher Contract

MEMORANDUM OF AGREEMENT made this [date] between [Translator's name] of [address] (hereinafter called 'the Translator') of the one part and [Publisher's name] of [address] (hereinafter called 'the Publishers') of the other part

WHEREBY it is mutually agreed as follows concerning the translation from the language into English (hereinafter called 'the Translation') of a work of about words in the original language at present entitled [title] by [author] (hereinafter called 'the Work') in which the Publishers hold the exclusive English language volume rights [and the rights specified at clause 13], in [the UK and Commonwealth/ worldwide]:

1. In consideration of the payments hereinafter mentioned the Translator grants to the Publishers the exclusive licence to publish the Translation in [volume and serial form/all forms], [and to handle the rights specified at clause 13] during the period and in the territory of the Publishers' exclusive licence for the Work.

2. The Publishers have delivered one copy of the Work to the Translator and the Translator shall deliver to the Publishers within months from the date of this Agreement [specify form of delivery e.g. on disk plus an identical paper copy] of the Translation which shall be faithful to the spirit of the Work and rendered into appropriate English.

3. The Translator guarantees to the Publishers that he/she will not introduce into the Translation any matter of an objectionable or libellous character which was not present in the Work. In reliance on such guarantee the Publishers undertake to hold the Translator harmless from all suits against or incurred by them on the grounds that the Translation contains anything objectionable or libellous.

4. The Publishers shall not make any alteration to the Translation without the consent of the Translator, such consent not to be unreasonably withheld. If the Publishers hold the right to adapt the Work for publication in the English language they shall notify the Translator and any adapting to be carried out by the Translator and payment for it shall be agreed separately between the parties.

5. The Publishers shall send two sets of proofs of the Translation to the Translator. The Translator undertakes to read, check and correct the proofs and return one set to the Publishers within [7/14] days after their receipt. The cost of alterations made by the Translator in the proofs (other than the correction of artists', copy editors' and printers' errors) above 10% of the original cost of typesetting shall be paid by the Translator.

6. The Publishers shall publish the Translation within [12] months from delivery of the Translation.

7. If the Translation includes quotations or other material from in-copyright sources, the Publishers will obtain the relevant permissions and pay any fees incurred.

8. The Translator asserts his/her moral right to be identified as the Translator of the work. The Publishers undertake that the Translator's name shall appear on the title page and jacket/cover of their edition of the Translation and in all publicity material (catalogues, advertisements, website etc.) concerning it, and shall use their best endeavours to ensure that this undertaking is adhered to in other editions of the Translation and that the name of the Translator is mentioned in connection with all reviews of and quotations from the Translation. The Publishers shall print the following copyright notice of the Translation: 'English language translation copyright © [Translator's name, 20....]'

9. The Publishers shall send to the Translator on publication six complimentary copies of the first edition of the Translation and two copies of any subsequent edition issued by the Publishers or (where possible) under licence from them. The Translator shall have the right to purchase further copies at normal trade terms for personal use but not for resale.

10. The Publishers shall pay the Translator [a fee if/in advance and on account of all sums which may become due to the Translator under this Agreement the sum of] £..... which shall be payable one half on signature of this Agreement, one half on delivery of the Translation.

11. On sales of the Publishers' edition of the Translation at home and abroad the Publishers shall pay to the Translator a royalty of: ...

No royalty shall be paid on copies of the Translation sold at cost or less, presented to the proprietor of the Work or the Translator, lost through theft or damage, or destroyed by fire, water, in transit or otherwise.

12. The Publishers shall make every effort to arrange US publication of the Translation on an advance and royalty basis, in which case the Translator's royalty shall be ...% ;

if the Publishers supply bound or unbound copies for sale inclusive of royalty, the Translator will be paid [...] % of [the US imprint's receipts/the amounts received by the Publishers].

Alternatively: If the Translation is published in the USA (in the Publisher's edition or sub-licensed), the Translator will be paid a fee of £....

13. The Translator grants the Publishers an exclusive licence to handle the following rights [delete/include as appropriate] during the continuance of this agreement in the territory exclusively granted and the Publishers shall pay to the Translator the following percentages of the proceeds:

First serial rights [...%];

Second serial rights [...%];

US rights [...%];

Paperback rights [...%];

Bookclub rights [...%]

Anthology and quotation rights [...%];

Readings on radio or television [...%];

Audio rights [...%];

Ebook rights/electronic rights [...%];

Large-print rights [...%];

*Retranslation of the Work from the Translation rather than the original [...%]

*Dramatisation rights for stage, film, TV and radio, and other media 9...%].

*[The licensing of such rights is subject to the Translator's approval/the Translator will be informed of the licensing of such rights and the Publisher will use best endeavours to ensure that the Translator is prominently credited on the licensed version.]

Public Lending Right (PLR), rental and lending rights, and any other rights not specified above are reserved by the Translator.

The work shall be included in the scheme administered by the Copyright Licensing Agency, with the Translator's share of any income from the CLA being paid to him/her by ALCS.

14(a). The Publishers shall make up accounts of sales of the Translation to 30 June and 31 December in each year following the date of the first publication and the accounts shall be delivered to the Translator and settled by the succeeding 1 October and 1 April respectively. Any sum of £100 or more due to the Translator in respect of sub-licensed rights shall be paid to the Translator within one month of receipt if the advance has been earned.

14(b). The Translator or his/her authorised representative shall have the right upon written request to examine the Publishers' books of account insofar as they relate to the Translation, which examination shall be at the cost of

the Translator unless errors exceeding £50 shall be found to his/her disadvantage in which case the costs shall be paid by the Publishers.

15. The Translation shall not be remaindered within one year from first publication without the Translator's agreement. If the Translation is remaindered, the Publishers will pay the Translator 10% of receipts on copies sold at above cost and will give the Translator first refusal to purchase copies at the remainder price.

16(i) If the Publishers fail to fulfil or comply with any of the provisions of the contract within one month after notification from the Translator of such failure, or if they go into liquidation or have a Receiver or Administrator appointed, the contract shall automatically terminate and all rights granted by it shall revert to the Translator.

16(ii) If the Translation shall become out of print in the publisher's own edition, or the publisher's stock falls below 50 hardback copies or 100 paperback copies, and the publishers do not reprint a new edition of the Translation within nine months after receiving such a written request from the Translator, the contract shall automatically terminate and all rights granted by it shall revert to the Translator.

Should the work be available only as print-on-demand and/or as an ebook, and sales have been below [... copies] in the preceding 12-month period, provided the advance has been earned out, or more than three years have passed since first publication (whichever is the sooner), the Translator may terminate the contract on one month's notice.

16(iii) If the Publishers' rights in the Work revert to the Proprietor, this Agreement shall terminate automatically and all rights granted in the Translation shall revert to the Translator.

Termination shall be without prejudice to any sub-licences properly granted by the Publishers during the currency of this agreement (if termination is under (ii) or (iii) above); any claims which the Translator may have for monies due at the time of such termination; and any claims which the Translator may have against the Publishers in respect of breaches by the Publishers of the terms of this agreement.

17. If any difference shall arise between the parties concerning the interpretation of this Agreement, it shall be referred to the Informal Disputes Settlement Scheme of the Association.

18. This Agreement shall be governed by and interpreted in accordance with the Law of England/Scotland.