

This contract of agreement has been signed by and between [Name of Translator], residing at [Address] (hereinafter referred to as “Translator” even if more than one person is involved)

and

[Publisher], residing at [Address] and represented by [Name of Representative] (hereinafter referred to as “Publisher”) under the articles of Law No. 5846 on Intellectual and Artistic Works and its amendments with the following terms and conditions.

### **(I) Subject Matter**

This agreement concerns the transfer of the copyright of the Turkish translation (hereinafter called the “**Translation**”) of [Title of Work] written by [Name of Author], whose publishing rights in Turkey have been obtained on [Date] from [Name of Publisher] or [Name of Agency], and the license related with this copyright to Publisher according to the articles of Law No. 5846 on Intellectual and Artistic Works as well as the provisions of this agreement for the duration of the agreement.

### **(II) Warranties**

(1) Translator hereby declares and warrants that the Translation is an original work translated by Translator, that no third parties hold any rights or claims on the Translation, and that Translator will be legally responsible for any counterclaims raised by third parties.

(2) Translator hereby declares and warrants that the no portion of the copyright to the Translation has been assigned previously and shall not be assigned henceforth to a third party, and that Translation may not be assigned in full or in part to any third party under its existing title or with a new title, or with partial amendments.

(3) By this agreement, Publisher hereby declares and warrants that no dispositions shall be exercised on the Translation other than the financial rights transferred by the Translator herein, and that the intangible rights of the Translator as the owner of the Translation shall not be violated pursuant to the provisions of the Law numbered 5846.

### **(III) The Legal Scope of Transferred Rights**

(1) The Translator hereby transfers to Publisher the reproduction and distribution rights of the Translation, namely the print, publication, circulation and sale of the Translation as a book, including any revised editions and re-editions without any geographical constraint for the term of the agreement.

[Optional] In addition to the publication and distribution rights above, Translator has also transferred:

- a. The right to print and distribute the Translation as part of a book club or promotional scheme,
- b. The right to include the Translation within anthologies, selections or compendia and to publish and distribute the same,
- c. The right to process the Translation as part of a newspaper or periodical serial, and to publish and distribute the same,
- d. The right to adapt the Translation to theater and performing arts, and to perform the same,
- e. The right to broadcast the Translation via audio and video processing and transmission equipment.

(2) With respect to the license and transfer agreements to be enacted between the Publisher and third parties on the financial rights acquired herein, the Publisher will pay the Translator:

- a. Fifty percent (50%) of the royalty fee obtained from book club and promotional impressions,
- b. Sixty percent (60%) of the royalty fee obtained from inclusion in anthologies, selections and compendia,
- c. Sixty percent (60%) of the royalty fee obtained from newspaper and periodical serials,
- d. Seventy five percent (75%) of the royalty fee obtained from theater and performing arts adaptations,

after the deduction of taxes and other legal fees and within thirty (30) days of collecting the royalty fee in full.

(3) Translator has authorized Publisher to transfer and assign some or all of its rights and obligations herein to third parties with the written consent of Translator.

#### **(IV) Royalty Payments, Number of Copies**

(1) The Translation will be printed in [number] copies for the first impression. The Publisher determines the retail price of the book.

(2) Publisher warrants and undertakes to pay Translator a royalty fee that is equal to [percentage] of the retail price of the book at the time of publishing multiplied by the number of copies for each and every edition and impression of the Translation, **provided that** such amount is no less than 7% of the retail price of the book multiplied by 2000 copies.

Royalty payments will be made on [Date(s)] to the [bank details] of Translator.

#### **(V) Advance Payments**

Publisher agrees and warrants to make advance payment(s) of [Amount] to Translator on [Date(s)]. These payments will be deducted from the total royalty fee, and are partial guaranties of the royalty fee.

#### **(VI) Free Copies**

For each edition and impression, Publisher will give Translator a number of free copies of the Translation that is equal to 1% of the number of copies printed. Translator may purchase additional copies at a discount of forty percent minimum from the suggested retail price.

#### **(VII) Submission of the Translation**

(1) Translator will submit the original work and its translation to Publisher within [period] months of the signing of the agreement. The Translation must either be a computer file or a clearly typed hardcopy. If the Translation is not submitted until the above date due to reasons other than force majeure situations, the Translator will be granted an extension of [days] days.

(2) If Publisher believes that the Translation is not a faithful rendition of the original work's content, purpose and style, and is not fit to serve the needs and requirements of Publisher, and therefore is in breach of the covenants herein, it will notify Translator within two months of the submission of the Translation in full. If no notice is served during this period, the Translation will be deemed accepted. Should the translation as submitted be deemed unsatisfactory by Publisher, Translator may ask that the Translation be submitted to examination by a three-member panel, one member to be chosen by the Translator, one by the Publisher, and the third member by the two panel members thus designated. The costs of such arbitration will be borne by Publisher, and the panel's findings will be binding.

## **(VIII) Additional Provisions**

- (1) The name of Translator will be displayed on the cover of the Translation as well as any posters, advertisements, advertising copies etc. related to the Translation.
- (2) Publisher will seek Translator's approval for making any changes on the Translation, and will submit the final copyedited script to Translator for revision and final approval, such revision to be completed within [weeks] weeks.
- (3) The Translation will be published within eighteen months of submission to Publisher. Regardless of the date of publishing, payments to Translator must be completed within three months of the Translation's submission.
- (4) Publisher warrants that the right to publish the Translation in Turkish has been obtained from the author or the author's representative, and will notify Translator of the term of such publication right.
- (5) In the event that Publisher fails to make advance and royalty payments on their respective due dates, legal interest will accrue for all outstanding payments.
- (6) Once a year, Publisher will inform Translator in writing on the number of copies of the Translation sold.
- (7) In the event that it becomes impossible to complete the Translation due to health problems, mishaps or force majeure situations, Translator will promptly notify Publisher of the situation and will be entitled to a portion of the amount indicated in Article IV-2 on a *pro rata* basis. In addition, Translator will be mentioned in the Translation and the promotional materials related to the Translation based on the contribution Translator has made. In any case, the efforts of the substitute translator will be duly recognized.

## **(IX) Term and Termination:**

- (1) The Agreement is enacted on [Date], and is valid for a term of 5 years.
- (2) In the event that the Translation goes out of print, Publisher will notify Translator of the situation within 30 days. Publisher will reprint the Translation within 6 months of going out of print. The number of copies planned for subsequent impressions will be notified to Translator in writing and reasonably (in no case less than 15 days) prior to the impression. Translator will be paid a royalty of [percentage] percent of the number of copies multiplied by the retail price within one month of printing. If Publisher does not reprint the Translation within 6 months, all rights transferred by Translator herein will revert to Translator, and Translator will be entitled to the rightful termination of the Agreement.
- (3) The Agreement may be rightfully terminated by Translator in the event of a delay of more than [months] months on Publisher's part to print and/or pay royalties, with the exception of force majeure situations.
- (4) In the event that Translator rightfully terminates the Agreement:
  - a. Publisher will make no claims whatsoever with respect to previous royalty payments,
  - b. Publisher will pay Translator any monies earned until the time of termination within two (2) months of the termination,
  - c. Publisher will notify Translator of the number of copies remaining at the time of termination, and will pay any monies earned by Translator due to the sales of these copies in accordance with the percentages and periods herein.

**(X) Addresses of the Parties**

The above addresses of the parties are their legal correspondence addresses, and any changes must be notified to the parties in writing. If the parties fail to notify each other of changes to their addresses in writing, notices served to the former addresses will be considered duly received.

Conflicts will be referred to the [Court Name] Court of Intellectual Property Rights and the executive Offices of [Executive Office Name].

**(XI) Miscellaneous Provisions**

(1) Publisher reserves the right to refrain from publishing the Translation under force majeure circumstances.

(2) The page and cover layout of the Translation, paper type and quality, printed dimensions and other technical and esthetic aspects of the Translation are at the disposal of Publisher.

(3) During the time the Agreement is in force, the Translation may not be duplicated and distributed via photocopy, printing and filming, converted to postcards, posters and similar materials, or be quoted without appropriate reference by any person including Translator without the approval of Publisher.

(4) The parties may use the Translation for marketing and promotion purposes in good faith.

(5) This agreement consists of 11 articles and [number of pages] pages, and has been fully read and signed by the parties in 2 copies on [date].

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**TRANSLATOR**

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**PUBLISHER**