

The legal situation of European literary translators in 9 maps and a conclusion

CEATL Authors' Rights Working Group, June 2022

A weak legal framework for translation contracts: no typical and no standard contract in a majority of countries

Typical contract, i.e. translation contract fairly strictly framed by law as a publishing contract

Standard contract, i.e. contract agreed between highly representative translators' and publishers' organisations

None of the above

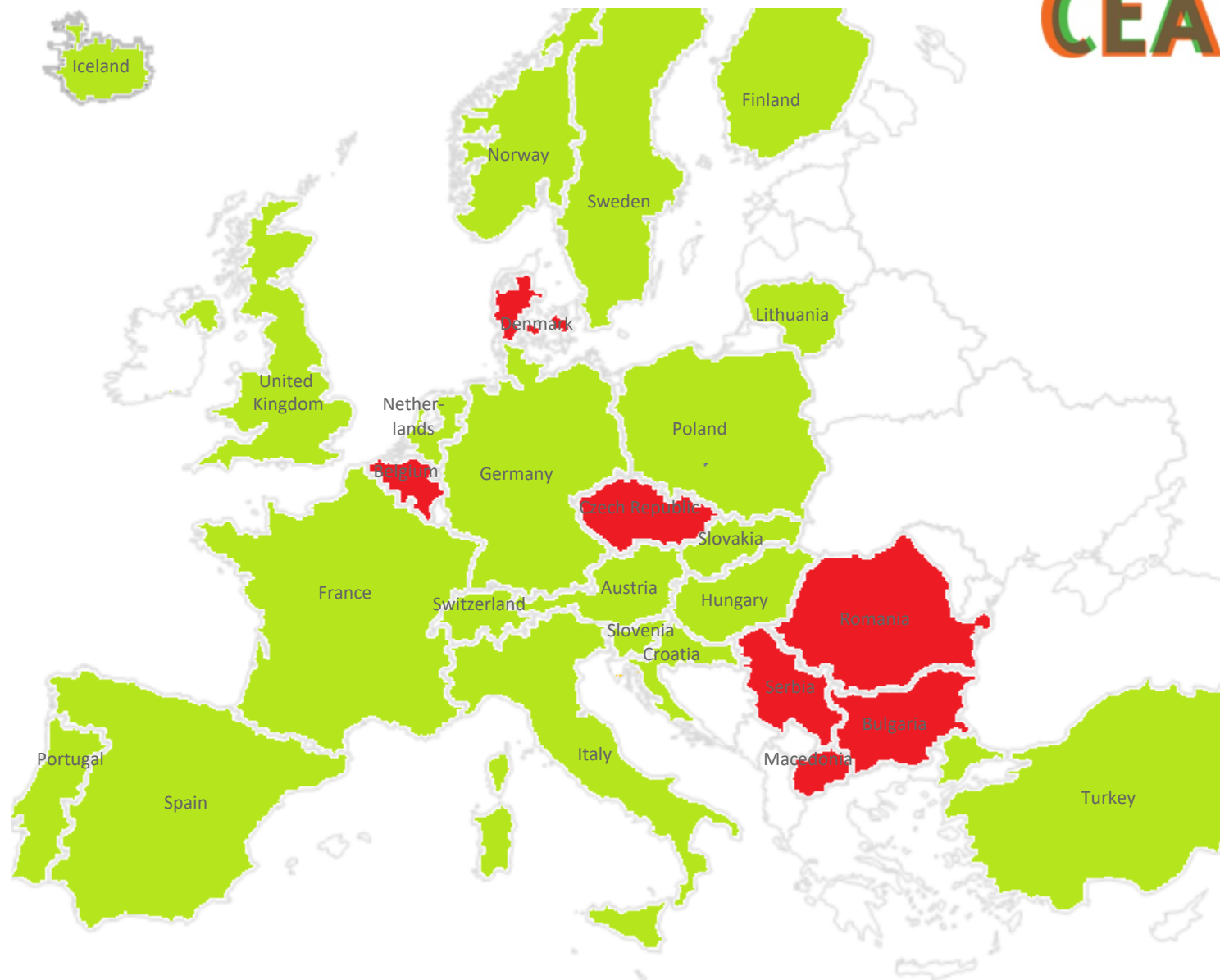


Licenses are large, usually detailed, and include e-books and audiobooks

Detailed scope of the licensing, each licensed right being mentioned in the contract

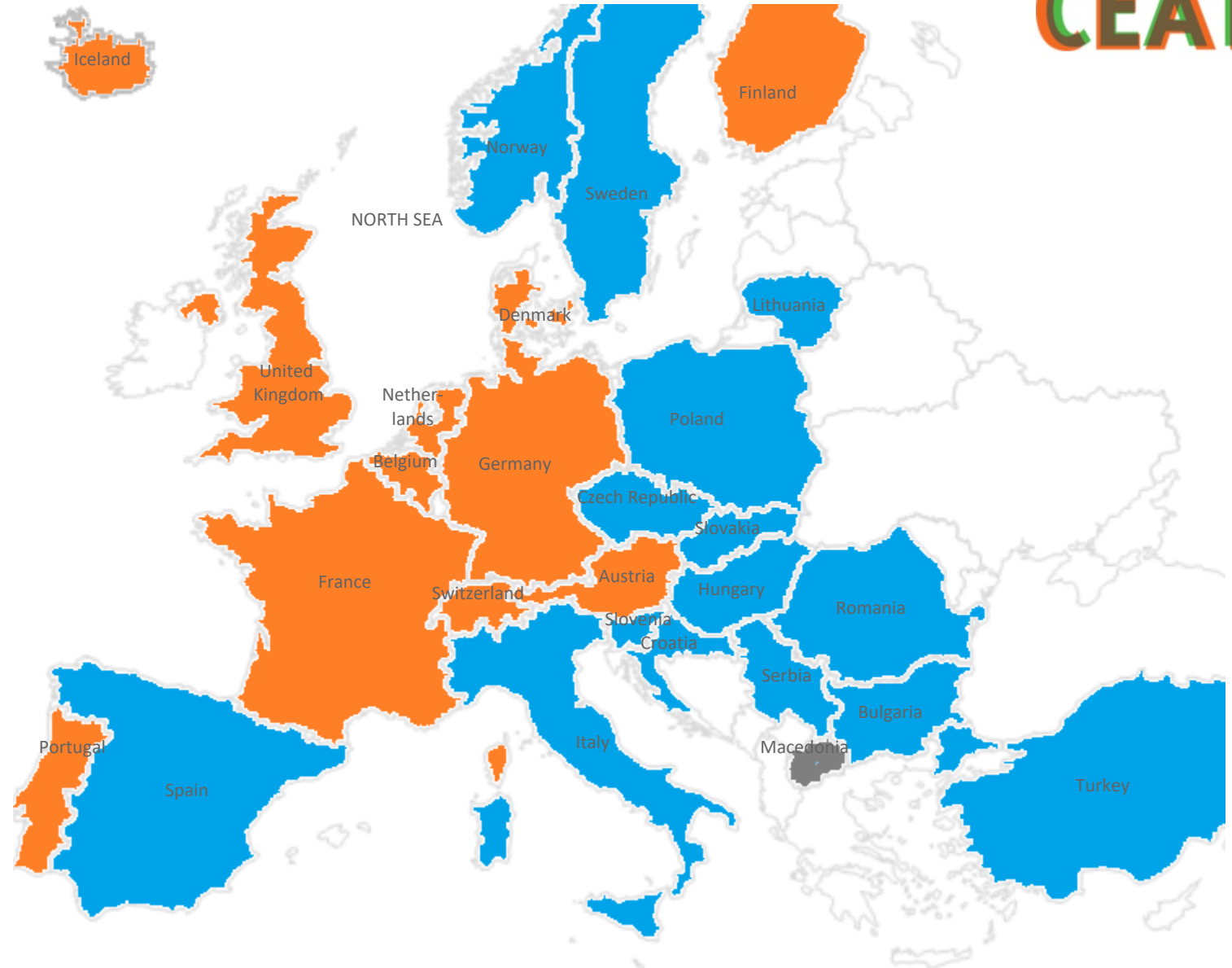
Poland's comment is rather typical: "The law requires every field of use to be mentioned explicitly in the contract. In practice, it usually results in a long list of fields of use covering all possible areas entered by default into every contract, generally non-negotiable."

In the other countries, such as Denmark in red, contracts will contain sweeping all-inclusive formulas.



Usual duration of the licence: two main groups of countries

- **Rights usually licensed by contract for the duration of the intellectual property** (70 years after the death of the author – of the translator in the case of a translation): **11 countries**
- **License usually limited in time** (usually 5-10 years, up to 15 years for Spain and 20 for Italy): **15 countries**
- **Mixed situation : 1 country**



Naming of the translator in the published book

Name of the translator usually
mentioned on the title page

All countries have answered
that the name of the translator
is usually mentioned on the
title page of the book.

Mentioning it on the front
cover is a growing trend in
many countries, and it is
considered as a best practice to
be promoted.



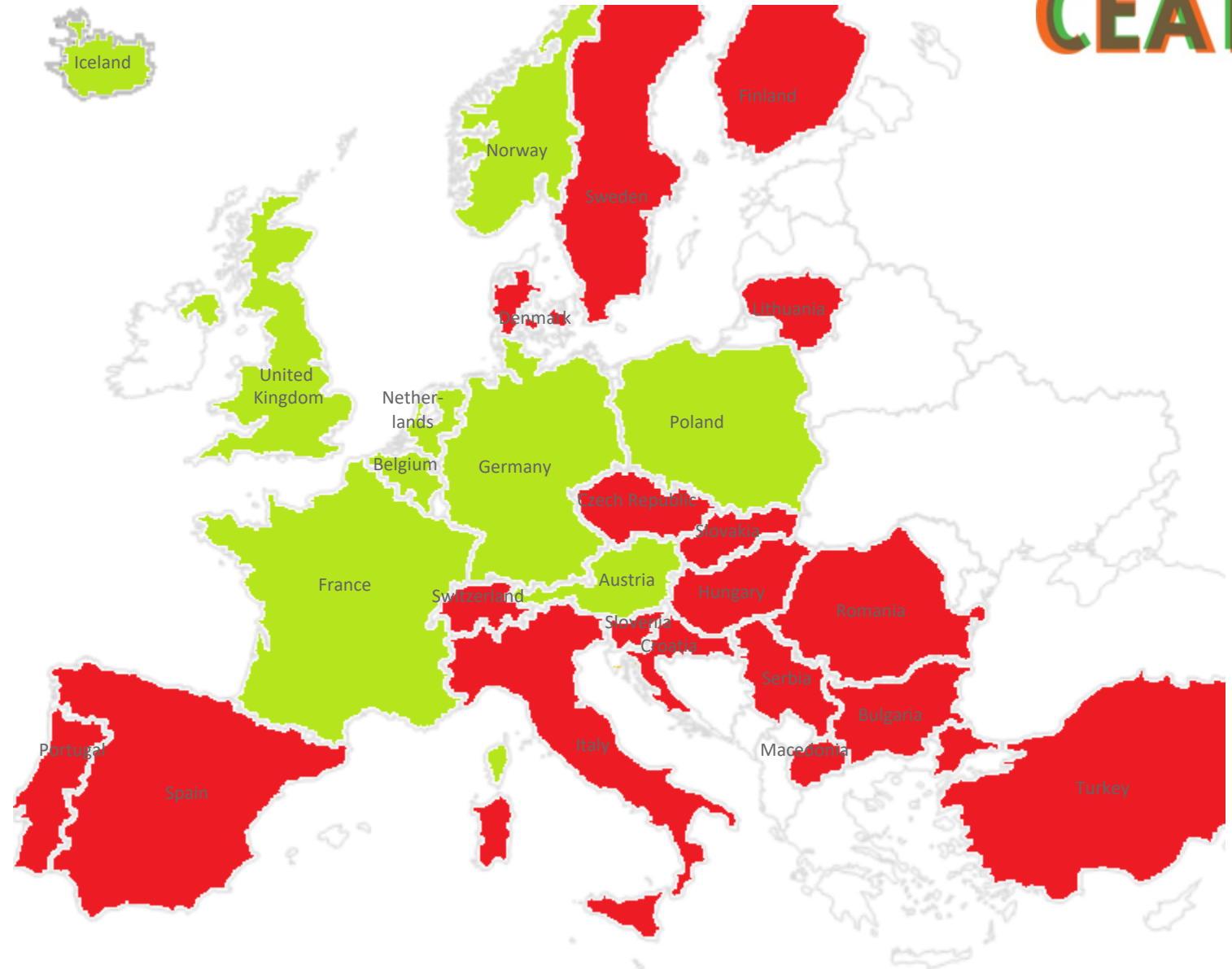
In 2/3 of countries, no advance is usually given on signing the contract.

Advance

No advance

In those countries where the advance is common practice, it represents a quarter to a half of the initial fee.

In some countries where it is not common practice (such as Finland, Slovenia, Spain, Lithuania...), it can be negotiated on an individual basis.



In half the countries, the initial fee is usually not completely paid 60 days after the delivery.

Paid before 60 days

Not paid before 60 days

Even in countries when the initial fee is usually paid within 60 days, the situation can vary greatly from publisher to publisher.

In some countries (Iceland, Czech Republic), the final instalment is paid when the book is published, which can be considerably later than 60 days after the delivery.



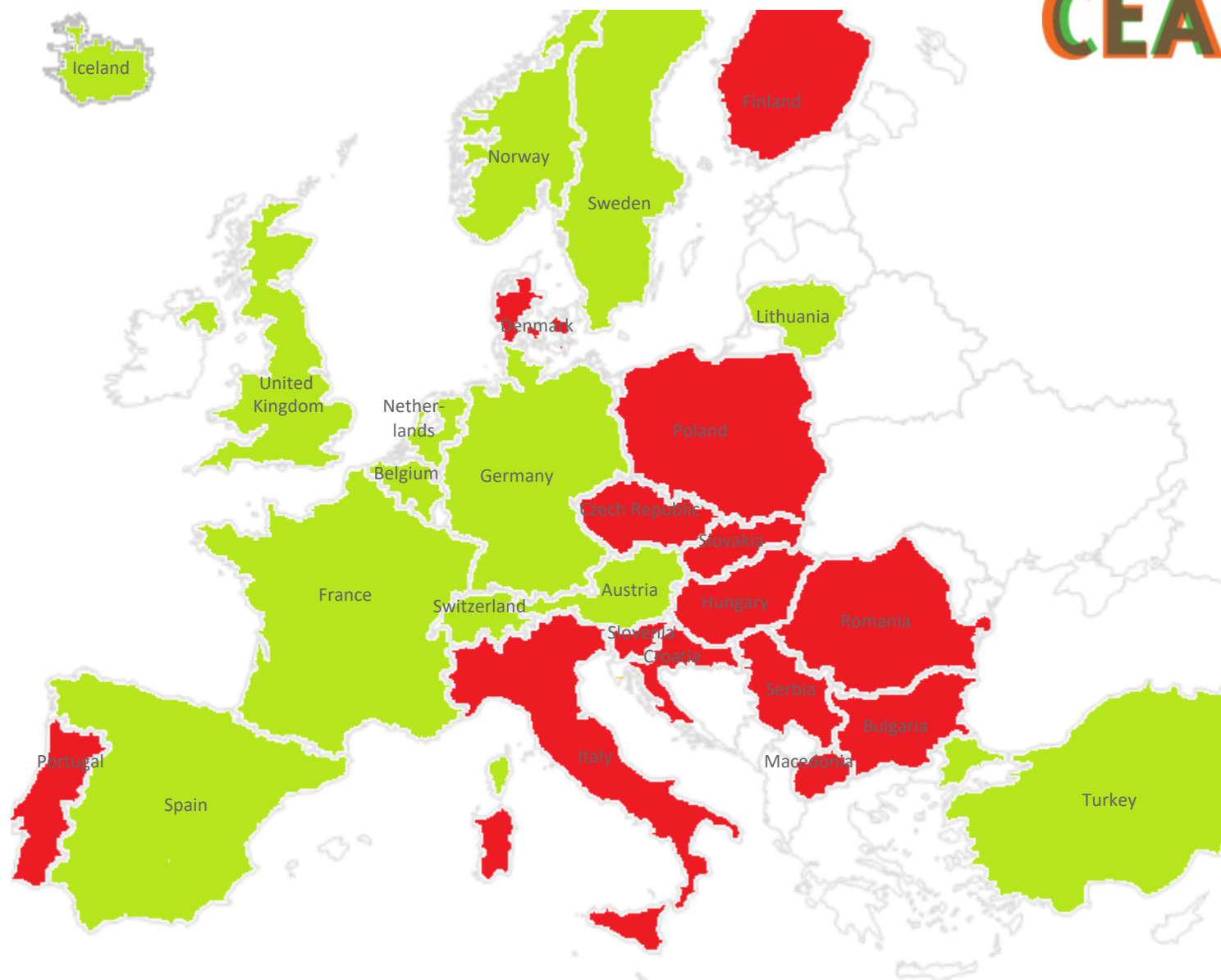
No royalties

In half of the countries, translators don't get any extra remuneration for secondary uses (paperback, e-book, audiobook, streaming services...).

Extra remuneration (extra fee or share of the revenues)

The lack of extra remuneration for secondary uses is closely correlated with the lack of royalties (the only exceptions being Austria, Croatia and Lithuania).

This compounds the lack of proportionality of the remuneration.



In 12 countries, translators almost never get exploitation reports. Elsewhere, the picture is very mixed.

Do translators receive detailed and at least yearly reports?

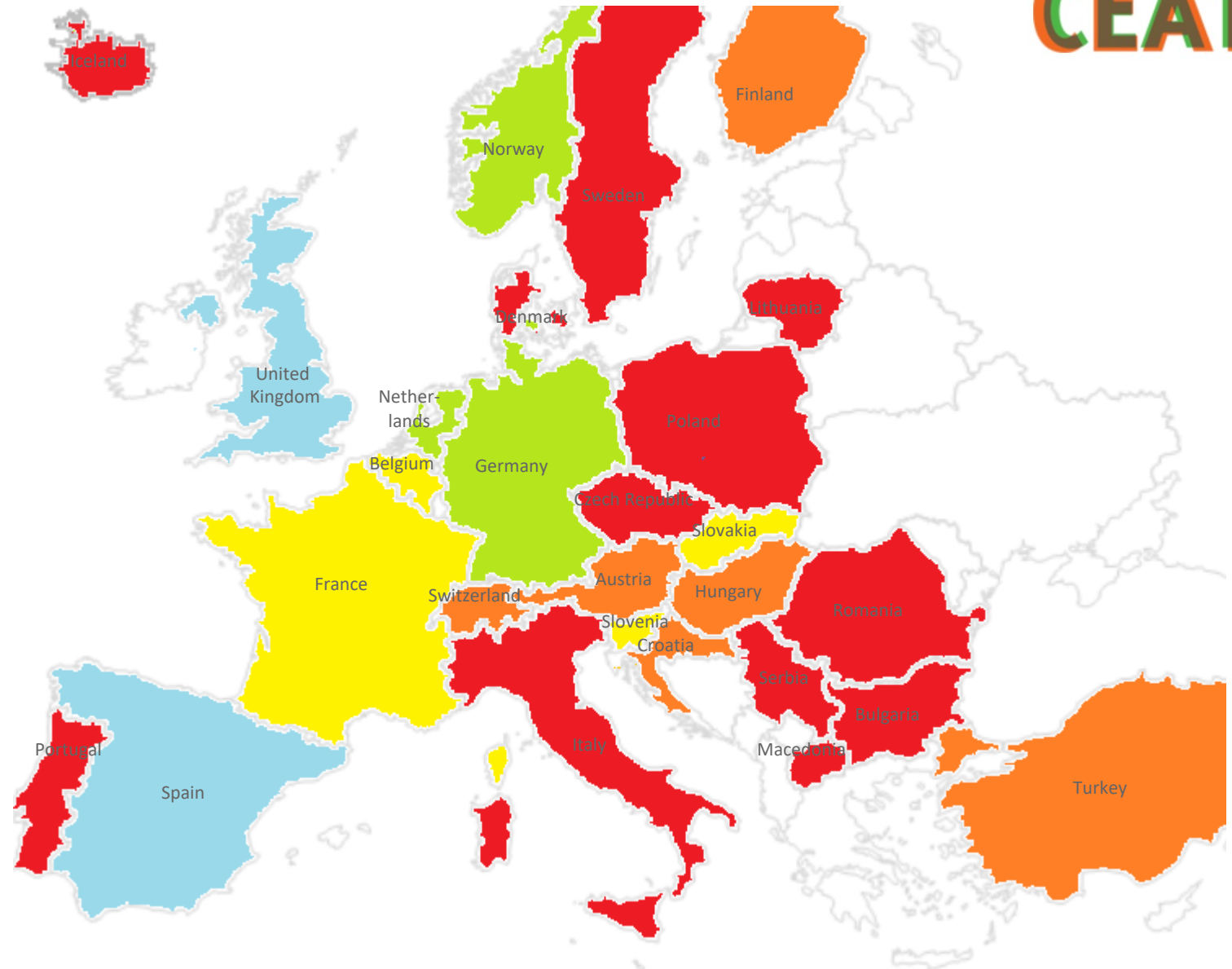
Almost always

Most of the times

Sometimes

Rarely

Almost never



There is a close correlation between the absence of royalties and the absence of reports, both being in contradiction with the principles of the 2019 DSM directive on copyright.

Conclusion:

The full survey conducted by CEATL in June 2021 shows that, in accordance with the Berne convention, European literary translators are recognized as authors, and they enjoy moral rights (paternity, integrity of the work).

Yet, in most European countries, the legal framework of the translation contract is relatively weak, we lack collective bargaining (to negotiate standard contracts, remuneration, transparency), and the current situation of literary translators is a far cry from the principles put forward in the DSM directive, especially when it comes to remuneration and transparency.

The implementation of the DSM directive, which puts collective action and collective bargaining in the spotlight, is a unique opportunity to rebalance the contractual relationship and put an end to sweeping buy-out contracts for literary translators.