

STANDARD TRANSLATION CONTRACT

Between (translator)
and (publisher)

the following contract has been agreed concerning translation of the work

..... (author and title)

from to

The translation is to be based on the work's edition, published year

I. DELIVERY

The translation will be delivered to the publisher in the following digital file format:

..... within (day/month/year).

A Word file is used in a current format at the time of the signing of the contract, unless agreed differently.

II. FEE

Against a fee specified in a) or b) below, the translator agrees to transfer to the publisher exclusive rights to one of the following primary uses of the translation, and gives the publisher right of first refusal to the two others:

- Printed editions
- Audio book format, re. section 1.1 b
- Electronic versions

a) NOK per 1000 characters, including spaces.

Calculation of the total volume is based on the delivered translation, in the file format specified in section I or in Word.

b) A total amount of NOK.....

Unless agreed otherwise, one third of the fee shall be disbursed on the signing of the contract, one third on delivery of the finished manuscript and one third when the translator has completed text editing and professional corrections to the text.

If services are in addition to ordinary translation, the type, volume and fee will be specified in section III, special provisions.

III. SPECIAL PROVISIONS (tick off)

Have not been agreed.

Have been agreed, see page 2.

This contract is signed in two copies, one for each party.

....., the , the

.....

Translator's signature

.....

Publisher's signature

SPECIAL PROVISIONS

In this section, special provisions are specified that the parties agree on in addition to and/or in place of the terms on page 3–6 of the standard contract.

These terms can only be deviated from by the publisher and the translator in exceptional cases, except where the contract specifically states that other contractual terms can be agreed.

All deviations from the standard contract terms must be specified, with clear notification of which term(s) has(have) been deviated from.

..... , the , the

.....

Translator’s signature

.....

Publisher’s signature

This page shall only be signed when special provisions are agreed by the parties.

STANDARD CONTRACTUAL TERMS FOR TRANSLATIONS

Valid from 1 October 2006.

The terms have been decided through negotiations between the Norwegian Publishers Association (DnF) on the one hand and the Norwegian Association of Literary Translators (NO) and the Norwegian Non-Fiction Writers and Translators Association (NFF) on the other hand.

1. CONTENT AND SCOPE OF TRANSFERRAL

1.1 Primary use

The translator transfers to the publisher exclusive rights to one of the following primary uses of the translation, and gives the publisher right of first refusal to the two others:

- a) primary use in printed editions
- b) primary use in audio book format (audio book format means a recorded edition of the text being read out loud, regardless of the medium the recording is sold in.)
- c) primary use in electronic versions

The basic fee, re. section 6, only purchases the right to one of these primary uses. The publisher can freely choose printed edition, audio book format or electronic version as primary use.

1.2 Other uses

If the publisher wishes to make other use of the translation than the selected primary use, an additional fee is payable in accordance with the rates in section 6. The publisher's right of first refusal to the use in question is converted to an exclusive right when the additional fee is paid.

1.3 Reuse

With respect to uses that have already been purchased, the publisher is free to use the translation in new impressions and/or editions during the year the work was first published and five calendar years thereafter (36 months for electronic versions), without paying a new fee. If the publisher wishes to release new impressions and/or editions after this period, a reuse fee is payable in accordance with section 6.

1.4 Notification to translator

The translator must be notified in writing when the publisher wishes to make use of the right of first refusal for any other use or to activate a new period of reuse. For this notification, the publisher will use one of the forms in annexes A or B to this standard contract, in a reasonable period of time before the new period of use takes place.

2. RELAPSE

2.1 General terms

The right of use does not include a duty to publish. If the translation has not been published within five years after delivery, all the publisher's rights to the translation lapse.

2.2 Translation of copyrighted work

If the publisher forfeits the right to publish the original work, all rights to the translation are returned to the translator, who is then free to negotiate with a prospective new publisher. On request, the publisher will inform the translator of the current status of the publisher's right to publish.

2.3 Translation of non-copyrighted works (the copyright period has expired)

The translator can demand the return of the rights to the translation if the work is out of stock and a minimum of ten calendar years have passed since the last period for which the publisher paid a fee. However, the publisher can retain the rights by paying the reuse fee in accordance with the rules laid down in section 6. The publisher's deadline for making a decision is 30 days after the receipt of a written demand from the translator.

2.4 The publisher's adaptation

Even though the rights to the translation are returned to the translator, neither the translator nor a prospective new publisher may use the publisher's editorial adaptation and typographical work without separate agreement with the publisher.

3. MANUSCRIPT

3.1 Deadline

The publisher and the translator shall agree a timetable that ensures that a professional translation can be made. A complete manuscript must be delivered to the publisher within the agreed deadline.

3.2 Changes to the work

If the publisher demands that the translator makes changes to the work during the translation (major abbreviations, adaptation to local conditions, long additions, preparation of an index, etc.), this must be agreed in advance and remunerated separately. The translator and the publisher can demand that information concerning the identity of the person who has done the work is printed in the book.

The publisher is responsible to the owners of the copyrights to the original work for any editorial changes that are demanded from the translator or that the publisher makes to the translator's text.

3.3 Delay

The translator must inform the publisher of any delay as soon as possible.

If the delay is caused by illness or unforeseen or extraordinary circumstances, the publisher will take this into consideration, if this does not harm the publisher's interests to an unreasonable degree. On receipt of a medical certificate, the publisher will normally extend the deadline accordingly.

If the translator does not deliver on time, the publisher can, if a reminder sent by registered mail does not produce the desired results, terminate the contract 14 days after the letter has been posted. In this case the publisher retains the right to keep and use the part of the translation that has been delivered. Payment for this part is calculated based on its volume and degree of completion.

3.4 Back-up of manuscript

The translator shall make regular back-ups and take other common measures to safeguard the manuscript, and save a digital copy of the manuscript until after publication.

4. PROFESSIONAL AND LINGUISTIC STANDARDS

4.1 Norm

The translation shall represent an adequate rendition of the original work with respect to style and subject matter, without omissions or abbreviations, unless specified in accordance with section 2.2. The manuscript must maintain a professional and linguistic standard that does not cause the publisher more work than required by good editorial processing.

4.2 Discharge

The translator will notify the publisher without unnecessary delay if s/he realises that s/he is unable to deliver a translation in accordance with the required standards. In this case, both parties can demand to be discharged from the contract. The parties can agree that the publisher may keep and use the part of the translation that has been delivered. Payment for this part is calculated based on its volume and degree of completion.

4.3 The publisher' control of the manuscript

If the publisher finds that the translation does not maintain the required standard or deviates significantly from what has been agreed, the publisher will within 30 days of receipt of the manuscript give the translator an opportunity to respond to the complaints and make necessary changes.

If, after reading the revised manuscript, the publisher finds that the manuscript still does not meet the required standards or deviates significantly from what has been agreed, the publisher can terminate the contract within 14 days. In this case, the manuscript cannot be published.

Alternatively, the publisher and the translator can agree that the publisher completes the manuscript. In this case, the publisher can deduct documented costs of rewriting, necessary professional improvements and other additional work from the translator's fee.

5. EDITORIAL PROCESSING

5.1 *The publisher's duties*

It is the publisher's duty to subject the manuscript to good editorial processing in accordance with generally accepted publishing practice.

5.2 *Editing and/or professional control*

Unless agreed otherwise, the publisher will return a copy of the manuscript to the translator with corrections and suggested changes included. The translator will then be given a reasonable time to respond to the suggested changes and correct the digital manuscript free of charge.

In normal cases, the publisher cannot publish the translation with the publisher's corrections against the translator's written, justified protest. The translator cannot oppose changes resulting from a professional control of the text. If the work nevertheless is published, the publisher cannot demand that the translator is identified with the work.

5.3 *Title of the work*

The publisher decides the title of the work after consulting the translator.

5.4 *Proofreading*

Common proofreading is the responsibility of the publisher. The translator has a right and a duty to proofread the publisher's first proofread text. The translator should receive a two weeks notice of when delivery of the proofread manuscript is to be expected.

If the translator demands that changes be made to the final text in respect of his/her own manuscript, such changes must not cause the cost of proofreading to exceed 10 per cent of original rate price. The publisher can demand deduction in the fee for any excess cost. On the other hand, the translator will be remunerated for any additional work, if s/he is burdened with extraordinary additional work caused by inadequate work on the part of the publisher. The translator will notify the publisher in advance if s/he sees that s/he will be burdened with this kind of extra work. The publisher's rates for proofreading will apply.

6. ADDITIONAL USE, REUSE AND SECONDARY USE

6.1 *Basis for calculation of additional fee*

Fees for additional use, reuse or secondary use are calculated based on the indexed basic fee. The basic fee is the fee the publisher paid the translator for the translation, any additional services excluded. DnF, NO and NFF jointly establish an index to be used for indexing the basic fee to the new disbursement date, re. *Standard Translation Contract*.

6.2 *Notice to the translator*

The translator must be notified of any additional use, reuse or secondary use, re. section 1.4.

6.3 *The translator's right to revise the translation*

If a long time has passed since the first publication, the translator should be given an opportunity to revise the translation, if it is practically feasible and does not cause the publisher disproportionate costs. Linguistic and stylistic changes required to bring the translation up to date with the current linguistic norm will be remunerated separately.

6.4 *Fee for additional use*

a) If the primary edition was a printed edition, the following additional fee is paid:

Audio books:	25 % of indexed basic fee
Electronic versions:	15 % of indexed basic fee

b) If the primary edition was an audio book, the following additional fee is paid:

Printed editions:	25 % of indexed basic fee
Electronic versions:	15 % of indexed basic fee

c) If the primary edition was an electronic version, the following additional fee is paid:

Printed editions:	15 % of indexed basic fee
Audio books:	25 % of indexed basic fee

6.5 Reuse fee

If the publisher wishes to make new impressions or new editions after the period of publication year plus five calendar years (for electronic versions, a test period of 36 months applies), a reuse fee is payable to the translator according to the following rates:

- a) Printed editions: 10 % of indexed basic fee
- b) Audio books: 25 % of indexed basic fee
- c) Electronic versions: To be agreed separately

Payment of the reuse fee entitles the publisher to make new impressions and/or new editions of the selected use within the expiry of a new reuse period corresponding to the new publication year plus five calendar years (the period for electronic versions is to be agreed separately). There is no limitation on the number of times the publisher can extend its right to continued use by paying new reuse fees, unless the rights to the translation have been returned to the translator.

6.6 Secondary use fee

If the publisher, either under its own auspices or the auspices of another entity or person, wishes to use the translation, in whole or in part, in a newspaper, magazine, periodical or similar medium, the translator's fee will normally amount to 25 per cent of indexed basic fee at the time of publication. The translator must be notified of such use.

6.7 Print on demand

If the translation is no longer in stock and is made available by the publisher for print on demand, remuneration is to be agreed separately.

6.8 Series and complete work editions

Remuneration is to be agreed separately for series and complete work editions.

6.9 Book club

The terms of use in book clubs is agreed between NO/NFF and the individual book club.

7. FREE COPY

The translator is entitled to a minimum of one copy of the original work and 15 copies of the first printed translated edition. For audio books, the translator is entitled to six copies of the first edition. For electronic versions, free copies or access to a publicly available copy is agreed in each case.

The publisher supplies one copy to the translator of each new edition or impression of printed editions and audio books if demanded by the translator.

8. THE PUBLISHER'S RIGHT TO TRANSFERRAL

The publisher retains the right to transfer its rights and duties according to this contract to any legal entity or physical person. The translator must be notified in writing before the transfer takes place.

If a translation in progress is transferred without the translator having received remuneration in full, the remaining fee will be paid by the publishing business to which the translation is transferred. The transferring publisher is responsible for full remuneration being paid to the translator.

9. MARKETING

The publisher retains the right to reproduce a maximum of 10 per cent of the translation for marketing purposes without remuneration. This kind of marketing can be done through any medium.

10. IDENTIFICATION

The publisher is required to identify the translator by name on copies of the work when presenting the translation under its own auspices, in accordance with good professional conduct. When referring to the work in advertisements, marketing copies, book catalogues, on the publisher's web site, etc., the translator's name should be included if practically possible.

11. ARBITRATION BOARD

Any dispute in connection with sections 2, 3, 4, 5 and 8 will be settled by an arbitration board consisting of three members, one member from DnF, one from NO or NFF, and one from the council of experts on intellectual property of the Ministry of Cultural Affairs.