

AGREEMENT CONCERNING STANDARD CONTRACTUAL TERMS FOR TRANSLATIONS

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, the following agreement has been entered into concerning standard contractual terms for translations.

The Standard Contractual Terms for Translations consist of the following forms:

- Standard Translation Contract
- Notification of additional use of translation – Annex A
- Notification of reuse of translation – Annex B

The Standard Translation Contract shall apply to all translations of fiction and non-fiction literature when the contracting parties are members of the above-mentioned associations.

Once the publisher and translator agree on a translation assignment, the Standard Translation Contract shall be signed without undue delay. The publisher shall notify the translator well in advance before additional use or reuse occurs.

The standard contractual terms for translations may only be waived by the translator and publisher on exceptional occasions. Such deviations shall be specified in section III of the Standard Translation Contract, Special Provisions.

Terms of remuneration, index-linking of the normal fee, fee for reuse etc.

The basic fee for the right to publish a translation for primary use is NOK 141 per 1000 characters, including spaces. The basic fee shall be indexed annually as at 1 July, effective for the first time in 2007.

In respect of each individual project, the translator and publisher may agree on a basic fee that deviates from the normal fee.

The basic fee shall be adjusted in accordance with general annual wage developments for staff employed by members of the Norwegian Publishers Association whose salaries are regulated by a collective wage agreement with the Norwegian Union of Employees in Commerce and Offices (Handel og Kontor). Central and local increments are to be included in the calculation. Indexing occurs in line with the average annual rate of wage increases among those publishers included in the index. DnF, NO and NFF jointly prepare an index for use in connection with the indexing of the basic fee before calculation of the fee for additional use, reuse and secondary use pursuant to section 6 of the Standard Translation Contract.

Duration of the agreement, termination etc.

This agreement shall apply from 1 October 2006 until such time as it is terminated in writing. Either party may terminate this agreement provided at least six months' notice is given.

The above-mentioned basic fee and the remuneration terms laid down in the Standard Translation Contract shall apply to all translation agreements entered into as of 1 October 2006, provided that the new contractual forms have been used.

In the event of any material change in circumstances, e.g. as regards legislation concerning copyright, taxation or social fees, or in the case of changes in appurtenant technical matters, either party may demand that negotiations be held with a view to revising the agreement, unaffected by the aforementioned rules concerning duration and termination.

Negotiations may be resumed within one month after negotiations have been demanded or written notice of termination has been received. If the parties fail to reach agreement after three months of negotiations, the parties may jointly or separately ask the Chief State Mediator (Riksmeklingsmannen) to appoint a mediator.

Oslo, 20 October 2006

[Signed]
The Norwegian Publishers Association

[Signed]
The Norwegian Association of Literary Translators

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The Norwegian Non-Fiction Writers and Translators Association