

## **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 (NFFO) on the other, the following agreement has been entered into concerning standard contractual terms for translations. The Standard Translation Contract of 1 January 2020 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 the 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 any additional use or an extension of the exclusive right of use occurs.

### **Terms of remuneration, index-linking of the basic fee, additional fees etc.**

The basic fee for the right to publish a translation for primary use is currently NOK 217 per 1000 characters, including spaces. The basic fee shall be indexed annually as at 1 July. The basic fee has been negotiated based on the fee being disbursed as a wage payment.

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. The fees are regulated as at 1 July each year, based on average wage increases among those publishers included in the index. DnF, NFFO and NO jointly prepare an index for use in connection with the indexing of the basic fee before calculation of the fee for additional use and secondary use pursuant to section II of the Standard Translation Contract and section 1.4 Standard Contractual Terms.

### **Arbitration committee**

Representatives for the translator and the publisher each appoint two – 2 – members to an arbitration committee. The committee may, at the request of one of the associations, discuss general questions of interpretation relating to the body of agreements and issue advisory statements to the boards of the associations.

The committee may also take part in endeavours to resolve disputes between members of the two associations, provided the publisher or the translators requests such assistance and the party's demands are supported by that party's association. If agreement is not reached within three – 3 – months of negotiations, either party may bring the matter before a court of law. The parties agree that Oslo shall be the legal venue.

### **Duration of the agreement, termination etc.**

This agreement shall apply from 1 January 2020. Either of the parties may terminate the agreement provided at least six – 6 – months' notice is given. Notice of termination must be given in writing.

In the event of any material change in circumstances, as regards, for example, 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 – 3 – months of negotiations, the parties may jointly or separately ask the Chief State Mediator (Riksmekleren) to appoint a mediator.

Oslo, 28 November 2019

The Norwegian Publishers Association

The Norwegian Association of Literary Translators

The Norwegian Non-fiction Writers and Translators Association