

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 in (year)

Standard Contractual Terms for Translations of 1 January 2020 shall apply as part of this contract.

I. DELIVERY

The translation will be delivered to the publisher as a digital file by (day/month/year). Delivery in formats other than those produced in ordinary word processing programs, as well as any services performed by the translator in addition to ordinary translation work, shall be remunerated separately. The type, volume and fee shall be specified under section III, Special provisions.

II. FEE

In return for a fee specified in a) or b) below (basic fee), the translator agrees to transfer to the publisher, for a period comprising the year of publication plus five – 5 – calendar years (rights period), *exclusive rights* to one of these **primary uses** of the translation

(*tick*)

printed book e-book audio book

and in return for an additional fee as specified below, the rights to the following **forms of additional use** (*tick*):

printed book e-book audio book

The fee agreed is:

a) NOK _____ per 1000 characters including spaces, calculated on the basis of the delivered translation; unless agreed otherwise, the fee shall be adjusted in line with the currently applicable fee at the agreed time of delivery.

b) A total amount of NOK _____.

Unless agreed otherwise, one-third of the fee shall be disbursed on the signing of the contract while the remaining two-thirds shall be paid on delivery of the completed translation. The fee shall be paid no later than three weeks after delivery of the manuscript. The right of use is not deemed to have been transferred until full payment has occurred.

If, during the rights period, the publisher wishes to use the translation for other formats than the one chosen for primary use, the translator is entitled to an additional fee in accordance with the following rates:

For **printed editions**: If the primary use was for an *e-book*: 2.5 per cent of the indexed basic fee.

If the primary use was for an *audio book*: 5 per cent of the indexed basic fee.

For **e-books**: If the primary use was for a printed book or audio book: 2.5 per cent of the indexed basic fee.

For **audio books**: If the primary use was for a printed book or an e-book: 6 per cent of the publisher's net revenues of all sales of the audio book in a physical format (CD): 12.5 per cent of the publisher's net revenues from all digital sales during the work's fixed-price period, reduced to 10 per cent afterwards.

For **streamed audio books**, regardless of primary use: 12.5 per cent of the publisher's net revenues from all digital sales of the audio book (independent sales and streaming) during the fixed-price period, reduced to 10 per cent afterwards.

The translator shall receive 5 per cent of the indexed basic fee as an advance on the sales-dependent fee.

Exemption for especially short audio books, regardless of primary use

Audio book use of translations comprising 10,000 characters or less are paid at 10 per cent of the indexed basic fee. This includes the right to streaming. This right can be renewed for five years at a time in return for a re-use fee of 10 per cent of the indexed basic fee.

III. SPECIAL PROVISIONS (tick)

- Have not been agreed
- In connection with the transition to a licencing fee, the percentage will be reduced due to other copyrighted material (see section 1.2)
- Have been agreed, see page 2

Two copies of this contract have been signed, once for each party.

....., the , the

Translator's signature

Publisher's signature

III. SPECIAL PROVISIONS

In this section, special provisions are specified that the parties agree on in addition to and/or in place of the Standard Contractual Terms for Translations of 1 January 2020.

These terms can only be deviated from if it is explicitly stated in the contract that other solutions may be agreed. In all instances, the terms may only in exceptional cases be deviated from by the translator and publisher.

All deviations from the standard contract terms must be specified, with clear notification of which provision(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 January 2020.

These terms have been decided through negotiations between the Norwegian Publishers Association (DnF) on the one hand and the Norwegian Literary Translators Association (NO) and the Norwegian Non-fiction Writers and Translators Association (NFFO) on the other hand.

1. CONTENT AND SCOPE OF TRANSFERRAL

1.1. *Forms of use and terms*

The translator agrees to transfer to the publisher *exclusive rights* to one of the following primary uses of the translation and the *right of first refusal* to the two others for a period comprising the year of publication plus five calendar years (rights period):

Printed editions in all formats for all forms of sale, rental and lending

E-book: the translation in written form reproduced, sold and distributed in a digital format by means of individual sales, subscription, sales of lending licences or rental

Audio book: a reading of the translation, published in a physical or digital medium, sold through a physical or digital interface by means of individual sales, subscription or lending

The basic fee gives the publisher exclusive rights to one of these forms of use. The terms of use for other formats are specified in section II of the contract.

1.2. *Sales-dependent remuneration*

For sales-dependent remuneration (see section II), the following shall apply: The publisher's net revenue comprises all sales revenues minus any value added tax and minus either dealer discounts (through dealer sales) or distribution costs (through direct sales).

The accrued amount of sales-dependent remuneration shall be calculated in arrears and paid by 31 May each year. Accrued fees amounting to less than NOK 200 shall be transferred to next year's payment.

Annual notice of sales shall be accompanied by such information concerning sales and revenues as required pursuant to section 70 of the Norwegian Copyright Act.

If the original work consists of other copyrighted material, the translator's sales-dependent fee may be reduced. Such a reduction shall be calculated based on this material's share of the total volume of the work but cannot exceed 50 per cent.

1.3. *Extending an exclusive right*

If the publisher wishes to retain the work for sale after expiry of the rights period, the translator shall receive a sales-dependent fee from the publisher's net revenues from the work:

- a) for digital use (e-book, audio book, streaming): 10 %
- b) for printed editions: 5 %
- c) for physical audio books (CD): 6 %

In instances concerning use of the work for streaming as an e-book or audio (subscription), one reading of/listening to the book (20 %) counts as one sale in the sales-based fee model.

1.4. *Secondary use*

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

1.5. *Series and complete work editions*

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

1.6. *Book club*

Separate agreements apply for book club use.

1.7. The publisher's right to transfer rights

The publisher is entitled to transfer its rights and duties pursuant to this agreement to another legal entity or physical person. The translator shall be notified in writing when such a transfer occurs.

If a translation in progress is transferred without the translator having received remuneration in full, the remaining fee will be paid by the entity to which the rights to the translation have been transferred. The transferring publisher is responsible for ensuring that full remuneration is paid to the translator.

1.8. Basis for calculation of additional fees

In cases where fees for additional use, etc. are calculated based on the indexed basic fee, no additional services are included. The agreed index table shall be made available on the associations' websites.

1.9. Notification to the translator

The translator must be notified in writing when the publisher:

- a) at a point in time later than the signing of the contract wishes to avail itself of its right of first refusal. The publisher's right of first refusal is then converted to an exclusive right once this has been communicated in writing and the additional fee has been paid.
- b) wishes to extend the exclusive right. The publisher must notify the translator within a reasonable period of time before such an extension occurs.
- c) wishes to use the translation for secondary use.

2. RELAPSE OF RIGHTS

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 of delivery of the manuscript, all the publisher's rights to the translation lapse.

If the publisher does not extend its right to publish the translation, it will nevertheless be entitled to sell any copies of the work that have already been printed but will not be entitled to print any new copies. Such sales of remaining stocks must be concluded within twelve months and must not account for more than 25 per cent of the last print run. In such cases, the translator shall be notified.

2.2. Translation of copyrighted work

If the publisher forfeits the right to publish the original work in the three forms of use mentioned under section 1.1, the rights to the translation will revert to the translator, who is then free to negotiate with a prospective new publisher. If requested, the publisher shall notify the translator of the current status of the publisher's right to publish.

2.3. Translations of non-copyrighted works ("the copyright period has expired")

The translator can demand the return of the rights if five calendar years have passed since expiry of the rights period and the publisher does not wish to extend the right of publication for one or more forms of use. Such an action has no effect, however, on those rights that the publisher continues to maintain.

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 design and typographical work without a separate agreement with the publisher. If the publisher has carried out extraordinary editorial (see sections 4.1 and 4.3), the publisher is entitled to a share of the translator's fee for reproduction by another publisher. Such a share shall be proportionate to the work carried out by 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. Unfinished manuscript

The translator shall be notified if there is no finished original manuscript at the time the contract is signed. Any additional work necessitated by changes to the original manuscript shall be remunerated separately.

3.3. Changes to the work

If the publisher demands that the translator makes changes to the work during the translation (major abridgements, adaptation to local conditions, long additions, preparation of an index, etc.), this shall be agreed in advance and remunerated separately. The translator and the publisher may demand that information concerning the identity of the person who has done the work be printed in the book. The publisher is responsible to the owners of the copyrights to the original work for any editorial changes demanded from the translator or that the publisher makes to the translator's text.

3.4. 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 shall 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 fails to observe his/her duty of notification and/or fails to deliver on time, the publisher may terminate the contract provided 14 days' written notice is given. In such cases, the publisher retains the right to keep and use any part of the translation that has been delivered. Payment for this part shall be calculated based on its volume and degree of completion. The publisher may demand a reduction in the fee as a consequence of any loss or additional costs incurred by the publisher.

3.5. Back-up of the manuscript

The translator shall make 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 abridgements, unless specified in accordance with section 3.3. The manuscript must maintain a professional and linguistic standard that does not cause the publisher more work than required by editorial processing.

4.2. Release from the contract

The translator shall notify the publisher without undue delay if he/she realises that he/she is unable to deliver the translation with the required standard. In this case, both parties may demand to be discharged from the contract. The parties may 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's 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 shall 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 translation still does not meet the required standard or deviates significantly from what has been agreed, the publisher may terminate the contract within 14 days. In this case, the manuscript cannot be published.

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

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 circumstances, the publisher may not publish the translation with the publisher's corrections against the translator's 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 with the translator.

5.4. Proofreading

Ordinary 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 at least 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 the original rate price. The publisher can demand a deduction from the agreed fee for any additional costs. On the other hand, the translator will be remunerated for any additional work, if he/she 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 he/she sees that he/she will be burdened with this kind of extra work. The publisher's rates for proofreading will apply.

5.5. The translator's right to revise the translation

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

5.6. Adaptations

The publisher may make any technical amendments and adaptations necessary to facilitate publication, sale and distribution in the various formats in which the work is published.

6. FREE COPIES

The translator is entitled to at least one copy of the original work.

The translator is entitled up to 15 free copies of the first printed edition and one copy for each new edition or impression. For physical audio books, the translator is entitled to six copies. For digital versions, the translator is entitled to five downloads. These will be delivered as requested.

7. MARKETING

The publisher is permitted to reproduce a maximum of ten per cent of the translation for marketing purposes without special compensation (see, however, section 1.4). Such marketing may be done through any medium. In the same way, a synopsis/excerpt of the translation may be reproduced in connection with TV/film versions of the work.

8. IDENTIFICATION

The publisher is required to identify the translator by name on copies of the work when presenting 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 website etc., the translator's name must be included and be easily visible.

9. DISPUTE RESOLUTION

In the event of any dispute between the publisher and the translator concerning use, interpretation or the legal consequences of the Standard Translation Contract, either party may request that negotiations be held by an arbitration board appointed by the Norwegian Publishers Association and the Norwegian Association of Literary Translators/Norwegian Non-fiction Writers and Translators Association so long as the party's demands are supported by that party's association.