

**MODEL CONTRACT FOR TRANSLATION ATTLC\LTAC Revision 1991** Copyright 1991:  
Association des traducteurs et des traductrices littéraires du Canada  
Literary Translators' Association of Canada,

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**CONTRACT for BOOK TRANSLATION**

AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
between:

(Name and address) \_\_\_\_\_  
\_\_\_\_\_ ("translator")

and:

(Name and address) \_\_\_\_\_  
\_\_\_\_\_ ("publisher")

for a translation (provisional title) \_\_\_\_\_  
from \_\_\_\_\_ to \_\_\_\_\_ ("translated work")  
of a work of \_\_\_\_\_ words in length comprising the work entitled  
\_\_\_\_\_ ("underlying work")  
written by \_\_\_\_\_ ("author")

In consideration of the covenants and conditions contained in this agreement, the translator and the publisher agree as follows:

1.1. Licence to Publish. The translator grants to the publisher the sole and exclusive licence to publish and sell the translated work in book form, including talking books produced or licensed by the publisher, in the \*[English language \French language \ Portuguese language]\* in Portugal and in any other territory for which the publisher has been licensed by the author of the underlying work to produce \*[an English-language \a French-language \a \_\_\_\_\_-language]\* translation, together with such further licences as are hereinafter specified.

2.1 Obligation to Translate. The translator agrees to translate the underlying text accurately, without omissions, additions or other changes except as necessary to produce a translated work that is idiomatic and faithful to the underlying work in spirit and content, conforming to the standards upheld by the Literary Translators Association of Canada.

2.2 The translator shall not be held responsible for loss or consequential damages resulting from the exploitation of the translated work.

3.1 Delivery of Manuscript. The translator shall deliver to the publisher a legible manuscript, typed and double spaced, by \_\_\_\_\_, \_\_\_\_\_.

3.2 If the translator agrees to provide the text in machine-readable form compatible with the publisher's systems, the publisher agrees to pay the translator the sum of \$ \_\_\_\_\_, payable within 30 days of delivery of the complete text in disk or other electronic form.

3.3 Should unforeseen technical difficulties prevent the manuscript from being completed by the above date the translator shall inform the publisher without delay and a reasonable revised delivery date no more than 90 days later shall be agreed upon. If at the revised delivery date the complete manuscript has still not been delivered, the publisher may terminate this agreement in writing delivered to the translator, who shall return the sum of money paid under clause 12.2.

3.4 Should completion of the translated work become impossible owing to illness, accident, or other incapacity of the translator or to unforeseen circumstances beyond the control of the translator, the translator shall advise the publisher without delay and shall be entitled to a portion of the sums provided for in clauses 12.1 and 13 and credit proportionate to his or her contribution to the final finished work, with due consideration for revision by the subsequent translator.

3.5 Where considerations of time require text or proofs, whether complete or in segments, to be forwarded by more rapid means than ordinary mail, the publisher shall bear the cost of such forwarding.

3.6 All original and copy-edited manuscripts remain the property of the translator and, together with any illustrations or other original materials provided by the translator, shall be returned by the publisher to the translator within 60 days following publication.

4.1 Acceptability Should the publisher consider the translation unacceptable it shall notify the translator within 30 days of receipt of the manuscript, failing which the translation shall be deemed acceptable.

4.2 Dispute regarding the acceptability of the translation or approval of editorial changes may be submitted by either party for adjudication arranged by the Literary Translators Association of Canada, if the translator is a member of the Association. The translator and the publisher agree to accept the decision of the adjudicators.

4.3 If the translation is judged unacceptable under clause 4.2, or the translation is not completed for reasons set out in clause 3.4, or the translator and the publisher agree to terminate this agreement, the

translator agrees to allow revision of the translation and to assign copyright in the translated work to the publisher.

5.1 Copyright. The copyright in the translated work shall remain the property of the translator and the copyright notice in the name of the translator shall be placed in every copy of the translated work published or licensed. The translator acknowledges that retained or reverted rights in the translation may be exercised only in conjunction with the author's exercise of corresponding rights in the underlying work.

5.2 The translator warrants to the publisher that the translated work is original and, subject to the originality of the underlying work by the author and the accuracy of the publisher's warranty in clause 5.3, does not infringe any copyright.

5.3 The publisher warrants to the translator that it has obtained the permission of the author or other owner of copyright in the underlying work to publish and sublicense the translated work, and that it has obtained or will obtain any additional permissions required in respect of any copyright material to be included in the translated work that belong to persons other than the author.

5.4 If any such additional permissions are required, the publisher agrees to obtain them and to pay any fees in connection therewith.

6.1 Obligation to publish. The publisher agrees to publish the translated work in a hardcover or quality paperback trade edition within 12 months following receipt of the completed manuscript, or by the month of \_\_\_\_\_, \_\_\_\_\_, whichever is later.

6.2 Should this agreement be breached by the publisher prior to publication, all rights shall, at the translator's option, revert to the translator and the translator shall be entitled to a portion of the sum provided by clause 12.1 commensurate with that part of the translated work completed. Such portion shall in no circumstance be less than the sum provided by clause 12.2.

7.1 Additional Materials If the translator and the publisher agree that the translator will provide materials in addition to those in the underlying work, such as a preface, tables, or illustrations, the publisher shall pay the translator an additional sum to be negotiated separately. Any other additional materials shall be provided by the publisher at its own expense.

7.2 Textual Changes. Additional translation or retranslation of translation already done that is made necessary by additions to or changes made in the underlying text shall be counted as additional text and the sum provided by clause 12.1 shall be increased accordingly.

8. Manuscript Delivered in Sections. If the publisher has required the manuscript to be delivered in sections, the translator shall be allowed a reasonable period to review the entire copy-edited manuscript and to make those changes that the translator may deem advisable to ensure consistency and coherence of the text.

9. Publisher's Changes. No changes to the manuscript or the proofs shall be made without the consent of the translator and no deduction from the sum provided by clause 12.1 shall be made on account of any publisher's changes. A copy-edited manuscript shall be returned to the translator for final approval before the translated work goes for typesetting. Where the translated work is submitted by the translator to the publisher in machine readable form for marking and editing, a marked and edited printout showing all changes shall similarly be returned to the translator for final approval before typesetting.

10. Design of Translated Work. The publisher shall consult with the translator regarding the title, jacket or paperback cover design and jacket or paperback cover copy but the publisher shall retain the final decision on these and all matters relating to the appearance of the book. The name of the translator shall appear on the title page and jacket front or front paperback cover of every copy of the translated work and in all advertising, press releases, and review slips issued by the publisher, its licensees, or its agents.

11. Proofs. The publisher shall submit galley and page proofs to the translator, including all front and back matter, and allow the translator a reasonable period in which to make corrections. If the translator's alterations to the proofs (other than corrections of printer's or publisher's errors) incur costs to the publisher in excess of 10% of the original cost of composition, the excess costs shall be paid by the translator. The publisher shall furnish printers' invoices or other written proof of such excess costs.

12.1 Fixed Payment. The publisher undertakes to pay the translator the sum of \_\_\_\_\_ € Euros/ US/AUD dollars, calculated at the rate of \_\_\_\_\_ per word of source text.

12.2 Within 30 days of signing the present agreement the publisher undertakes to pay the translator the sum of \_\_\_\_\_ dollars, which sum shall be not less than one-third of the sum provided by clause 12.1.

12.3 The remainder of the sum provided by clause 12.1 shall be paid within thirty days of acceptance of the complete translation.

13.1 Royalties. In addition to the sum provided by clause 12.1, the publisher shall pay the translator royalties equivalent to \_\_\_\_\_% of the list or suggested retail price on all copies of all hardcover and quality paperback editions of the translated work sold in excess of \_\_\_\_\_ copies of all of the publisher's editions combined and \_\_\_\_\_% of the list or suggested retail price on all mass market paperback copies.

13.2 The publisher shall pay the translator \_\_\_\_% of the list or suggested retail price on all talking books produced by the publisher.

13.3 Payments shall be made at regular six-monthly intervals.

14. Interest. In the event of any fixed or royalty payment being late by more than one month the publisher shall pay interest on money overdue at the rate of 3% per annum above the Bank of Canada short term bank rate.

15. Translator's Free copies On publication of the translated work, the publisher shall give the translator \_\_\_\_ free copies and a reasonable number of any subsequent or licensed edition. The translator shall have the right to buy additional copies of any edition at a discount of at least 40% from the list or suggested retail price.

16. Subsidiary Licences. In consideration of the provisions of this agreement and the payment to the translator of the specified percentage of all revenues received by the publisher in each instance, the translator authorizes the publisher as his or her agent to grant the following licences for the translated work but only in respect to rights and territories for which the publisher has been licensed or appointed as agent by the author of the underlying work and subject to the following terms and conditions:

16.1 first serialization rights (newspaper, magazine, or periodical publication prior to publication of the translated work); translation rights; foreign publishing rights: \_\_\_\_%;

16.2 second serialization rights (newspaper, magazine, or periodical publication after publication of the translated work); syndication rights; photocopying and other reprographic rights; anthology, abridgement or excerpt rights: \_\_\_\_% (no abridgement shall be made of the whole or any part of the translated work without the approval of the translator);

16.3 book club, mass market paperback, and other reprint rights: \_\_\_\_%;

16.4 film, video, radio, sound recording (talking books), live stage and other dramatic rights: \_\_\_\_%; merchandising rights: \_\_\_\_%.

The publisher shall supply copies of all such licences to the translator within 30 days of receipt.

Payment of revenues from subsidiary licences shall be calculated on the gross monies received by or credited to the publisher and shall be made within 30 days of receipt of any such monies.

Any agent's commission shall be deducted from the publisher's share of revenues.

17. Reprography. Notwithstanding any other provision of this agreement, any one of the translator, author or publisher may license the Canadian Reprography Collective (CANCOPY) or the Union des écrivaines et écrivains québécois (UNEQ) to administer photocopying and other reprographic rights in the translated work on behalf of the translator, author and publisher and authorize CANCOPY or UNEQ to make payments in respect to the translated work directly to the translator, author and publisher in accordance with the rules, by-laws and affiliation agreements of CANCOPY or UNEQ, and in such event the publisher shall have no obligation to pay the translator a share of such royalties paid directly to the publisher.

18. Statements and Books of Account. The publisher shall provide the translator with statements of copies sold and monies received or receivable relating to the translated work at least twice a year. The translator or translator's representative shall be entitled to inspect the publisher's books of account and all other documents pertaining to the work and if such inspection discloses an error of more than 5% with respect to any royalty statement, the publisher shall reimburse the translator for the translator's cost of inspection.

19.1 Reversion of Rights. All licences granted under this agreement shall expire simultaneously with those extant under the agreement between the author of the underlying work and the publisher, and all rights shall then revert to the translator.

19.2 Insolvency. In the event of bankruptcy, receivership, assignment for the benefit of creditors, or liquidation of the publisher for any cause whatsoever, all rights shall automatically revert to the translator and the translator shall be entitled, subject to the prior rights of the author of the underlying work, to purchase all remaining sheets and copies at their fair market value and film and other reprographic materials at their depreciated value, not to exceed one third of their cost of manufacture.

19.3 Out of Print. If following publication the publisher fails to report any sales of the translated work for any period of twelve months, or fails to list the work in the publisher's catalogue, or has fewer than 100 copies in print and refuses to reissue the work within six months after written demand from the translator or the author of the underlying work, all rights relating to this agreement shall revert to the translator in conjunction with the reversion of corresponding rights to the author.

20.1 Sale of Overstock or Remainders. If the publisher elects to sell the translated work as overstock or to remainder or pulp the translated work, it shall inform the translator in writing and the translator shall be entitled, subject to the prior rights of the author of the underlying work, to purchase all or any number of the remaining copies at the lowest price at which the publisher is selling or offering to sell copies to any other purchaser.

20.2 The publisher shall pay the translator a royalty of \_\_\_\_% of all monies received by the publisher from the sale of all remaindered or overstock copies. Any sale of remainder stock shall entitle the translator to treat the work as out of print.

21.1 Assignment. This agreement shall not be assigned by either the publisher or the translator without the prior written consent of the other, provided that the translator may assign his or her right to receive royalties hereunder.

21.2 If, with the written consent of the translator, the publisher assigns the trade licence for the translated work to another publisher, the publisher shall undertake to pay or to cause such other publisher to pay to the translator the royalties provided by clause 13.

22. Disputes. Except as provided by clause 4.2, should disputes arise under this agreement that cannot be resolved by discussion between the translator and the publisher, a written grievance may be delivered. A representative chosen by the translator and a representative chosen by the publisher shall address the dispute within 10 days of receipt of the grievance. Failing resolution by the representatives within 30 days, either party may submit the dispute to arbitration, and failing agreement between the parties on the choice of an arbitrator the dispute shall be resolved by a single arbitrator in accordance with the Arbitration Act. The translator and the publisher agree that the decision of the arbitrator shall be final and binding, that there shall be no appeal and that such arbitration award may be entered in a court of competent jurisdiction.

23. This agreement shall be construed and interpreted according to the laws of the Province of \_\_\_\_\_.

24. Any special clauses:

\_\_\_\_\_  
Publisher

\_\_\_\_\_  
Translator

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N.B.:

- 1) \*[ ]\* indicates that the user should choose whatever wording is suitable.
- 2) Insert your name and full address, and the publisher's name and full address on the first page.