

TRANSLATION CONTRACT

Between [insert name]
(hereinafter called the “translator”)

and [insert name]
(hereinafter called the “publisher”)

the following agreement has been entered into on this date [date]:

1. Scope of the agreement

- 1.1 To the extent outlined and under the terms and conditions set forth below, the translator undertakes to translate from [source language] to [target language] the following work: [title] by [author’s name]
- 1.2 Together with the transfer of rights, the publisher will be granted an exclusive right to publish the work in [target language] in the forms, editions and formats specified in section 4.

2. Manuscript

- 2.1 As a basis for the translator’s manuscript, the translator shall receive the author’s work no later than [date]. If the work has not yet been published in the original language, it is assumed, unless agreed otherwise, that the edition the translator receives will be the final version.
- 2.2 The manuscript shall be delivered to the publisher in digital form no later than [date]. At the time of delivery, the manuscript shall be such that no extra costs will be incurred by the publisher. Should the manuscript not be delivered by the agreed date, the publisher may grant the translator an additional three – 3 – weeks in which to do so and, should this deadline be exceeded, the publisher will be entitled to terminate the agreement. The translator agrees to keep an electronic copy of the manuscript.
- 2.3 The translator guarantees that in terms of content and style the translation shall be an adequate rendition of the original.
- 2.4 Should any changes be made to the author’s work after the translator has made a start on translating the version he/she received, the translator shall be entitled to receive an extra fee proportionate to the original fee and to a proportionate postponement of the delivery deadline, so long as this is a necessary consequence of the additional work. The size of the proportional extra fee and the proportional postponement of the delivery deadline shall be agreed by the parties. One may agree that the original deadline be retained in return for additional payment to the translator.
- 2.5 If, after the work has been typeset, the translator makes changes the text in relation to the manuscript to such an extent that the necessary proofing costs constitute more than 10 per cent of the original typesetting costs, this excess amount shall be paid by the translator on the basis of documented expenses. Such a claim shall be submitted no later than three – 3 – months after the proofs have been delivered.

3. Proofs

- 3.1 The translator is entitled and obliged to read the first proofs without special payment before publication. Furthermore, the translator is entitled to but not obliged to read any second proofs. The first proofs are to be returned to the publisher no later than fourteen – 14 – days after receipt, and in the event of any second proofs after no later than eight – 8 – days.

- 3.2 Should the publisher wish to make changes to the translation beyond that required in connection with general proofing, such proposals shall be presented to the translator for consideration, and the parties shall endeavour to reach agreement. Publication of the translation in a modified version without the consent of the translator may represent an infringement of the translator's copyright.
- 3.3 Any work beyond that specified above, including editing or re-working of the manuscript and preparation of any foreword, notes, comments, index, back cover text and register shall be remunerated separately.

4. Fees and uses

- 4.1 The fee payable by the publisher includes a one-time fee of DKK [agreed fee per sheet] per 16-page sheet consisting of 2,000 characters including spaces per page. Unless agreed otherwise, calculation of the fee shall be made on the basis of the finalised translation in digital form.
- 4.2 The fee shall cover the publisher's right to publish in printed form all editions and reprints, including Print-on-Demand and any special editions issued by the publisher for sale to book clubs or supermarkets etc.
- 4.3 – Two ALTERNATIVES – Check [X]:

4.3.a. The translator's fee also covers the publisher's right to publish the work as an audio book or e-book, including enriched e-books/audio books, in all digital or physical editions.

OR:

4.3.b. For the publisher's use of the translation as an audio book in any form and edition, the publisher shall pay the translator a one-time payment equivalent to twenty-five – 25 – per cent of the price of a new translation pursuant to the translation contract. For the publisher's use of the translation as an e-book in any form and edition, the publisher shall pay the translator a one-time payment consisting of twenty-five – 25 – per cent of the price of a new translation pursuant to the translation contract.

In the event that neither box has been ticked, no digital rights will be transferred to the publisher.

- 4.4 The publisher is entitled to use all or part of the translation for its own purposes in anthologies without triggering payment of any additional fee. This shall apply regardless of whether the anthology is published digitally or in a physical form, in text form or as an audio book.
- 4.5 The publisher is entitled to sell the rights to use the work in printed forms, such as an e-book or an audio book (see sections 4.2–4.4) to other publishers in return for payment to the translator of fifty – 50 – per cent of the amount received by the publisher.
- 4.6 The translator retains the rights to all additional uses of the translation, since the publisher nevertheless has the right of first refusal for its own additional uses.

5. Payment of fees

- 5.1 The translator's fee pursuant to section 4.1 shall be paid no later than fourteen – 14 – days after delivery of the manuscript by the translator (see section 2).
- 5.2 The publisher's right of use for the translation shall only be transferred to the publisher once full payment (see section 5.1) has occurred.
- 5.3 Other payments to the translator pursuant to section 4.1 shall be calculated and settled no later than thirty – 30 – days after the publisher has received underlying payments for use.

6. Publication

- 6.1. Unless agreed otherwise, the publisher shall publish the work within a reasonable period of time and no later than twelve – 12 – months after delivery of the manuscript by the translator. Should this not occur, the translator may issue notice that the rights will revert to the translator, so long as the publisher fails to publish the work within twelve – 12 – months of the issuing of such notice.
- 6.2. Any rights transferred to the publisher pursuant to this agreement will revert to the translator if the publisher's right to publish the work in relation to the author ceases to apply.

7. Accreditation

- 7.1 The publisher undertakes to display the translator's name in a prominent place in all instances of use of the work.
- 7.2 The publisher undertakes in its marketing and press material to display the translator's name, including in communications with critics and book bloggers and in the publisher's own postings on its website.

8. Free copies

In connection with publication of the first print run, the translator shall receive ten – 10 – free copies. In addition, the translator shall receive at least five – 5 – free copies of any book club and paperback editions as well as physical audio books. The translator is entitled to purchase additional copies for his/her own use at a forty – 40 – per cent discount. If the translation is used in a digital form, the translator may download digital editions once at no charge.

9. Duty of information

- 9.1 The publisher is obliged to inform the translator of any and all circumstances of relevance to the translator's exercising of his/her rights, including special uses that may trigger payment of a fee to the translator.
- 9.2. The translator may ask the publisher for insight into the publisher's use of the translation pursuant to currently applicable provisions in copyright legislation.

10. Transfer of the publisher's rights

- 10.1 The rights held by the existing publisher under the terms of this contract may only be transferred to another publisher through the transfer of the entire publishing operation or specific parts thereof.

11. Copydan provisos

Irrespective of the parties' transfer of rights under this agreement, each party retains its rights pursuant to the provisions laid down in copyright legislation concerning licensing or other statutory remuneration schemes, as well as corresponding national, foreign or international provisions, including any rules and remuneration schemes which may later supplement or supersede these provisions. This shall apply regardless of whether such schemes exist today or are established in the future, irrespective of whether they are regulated by a Danish, foreign or international agreement.

This agreement is regulated by Danish law, and in the event of any dispute that cannot be resolved amicably by the parties, it shall be settled by a Danish court of law in accordance with Danish law.

Two identical copies of this agreement have been prepared and signed.

[Place], [date]

[Place], [date]

Translator

Publisher