

**Important extracts from the sample contract, used in the “Fair-Play and Collaboration” workshop in Tbilisi, 25-26 Jan 2013**

4. The Publishers shall not make any alteration to the Translation without the consent of the Translator, such consent not to be unreasonably withheld. If the Publishers hold the right to adapt the Work for publication in the English language they shall notify the Translator and any adapting to be carried out by the Translator and payment for it shall be agreed separately between the parties.

5. The Publishers shall send two sets of proofs of the Translation to the Translator. The Translator undertakes to read, check and correct the proofs and return one set to the Publishers within [7/14] days after their receipt. The cost of alterations made by the Translator in the proofs (other than the correction of artists', copy editors' and printers' errors) above 10% of the original cost of typesetting shall be paid by the Translator.

8. The Translator asserts his/her moral right to be identified as the Translator of the work. The Publishers undertake that the Translator's name shall appear on the title page and jacket/cover of their edition of the Translation and in all publicity material (catalogues, advertisements, website etc.) concerning it, and shall use their best endeavours to ensure that this undertaking is adhered to in other editions of the Translation and that the name of the Translator is mentioned in connection with all reviews of and quotations from the Translation. The Publishers shall print the following copyright notice of the Translation: 'English language translation copyright © [Translator's name, 20....]'

10. The Publishers shall pay the Translator [a fee if/in advance and on account of all sums which may become due to the Translator under this Agreement the sum of] £..... which shall be payable one half on signature of this Agreement, one half on delivery of the Translation.

11. On sales of the Publishers' edition of the Translation at home and abroad the Publishers shall pay to the Translator a royalty of: ...

No royalty shall be paid on copies of the Translation sold at cost or less, presented to the proprietor of the Work or the Translator, lost through theft or damage, or destroyed by fire, water, in transit or otherwise.

13. The Translator grants the Publishers an exclusive license to handle the following rights [delete/include as appropriate] during the continuance of this agreement in the territory exclusively granted and the Publishers shall pay to the Translator the following percentages of the proceeds:

- First serial rights [...%];
- Second serial rights [...%];
- US rights [...%];
- Paperback rights [...%];
- Bookclub rights [...%];
- Anthology and quotation rights [...%];
- Readings on radio or television [...%];
- Audio rights [...%];
- Ebook rights/electronic rights [...%];

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- Large-print rights [...%];
- \*Retranslation of the Work from the Translation
- rather than the original [...%]
- Dramatization rights for stage, film, TV and radio, and other media 9...%].

[The licensing of such rights is subject to the Translator’s approval/the Translator will be informed of the licensing of such rights and the Publisher will use best endeavours to ensure that the Translator is prominently credited on the licensed version.]

Public Lending Right (PLR), rental and lending rights, and any other rights not specified above are reserved by the Translator.

The work shall be included in the scheme administered by the Copyright Licensing Agency, with the Translator’s share of any income from the CLA being paid to him/her by ALCS.

14(a). The Publishers shall make up accounts of sales of the Translation to 30 June and 31 December in each year following the date of the first publication and the accounts shall be delivered to the Translator and settled by the succeeding 1 October and 1 April respectively. Any sum of £100 or more due to the Translator in respect of sub-licensed rights shall be paid to the Translator within one month of receipt if the advance has been earned.

14(b). The Translator or his/her authorised representative shall have the right upon written request to examine the Publishers’ books of account insofar as they relate to the Translation, which examination shall be at the cost of the Translator unless errors exceeding £50 shall be found to his/her disadvantage in which case the costs shall be paid by the Publishers.

16(iii) If the Publishers’ rights in the Work revert to the Proprietor, this Agreement shall terminate automatically and all rights granted in the Translation shall revert to the Translator.

Termination shall be without prejudice to any sub-licences properly granted by the Publishers during the currency of this agreement (if termination is under (ii) or (iii) above); any claims which the Translator may have for monies due at the time of such termination; and any claims which the Translator may have against the Publishers in respect of breaches by the Publishers of the terms of this agreement.