

Negotiating Contracts: A Translator's Checklist

Created for "The Devil Is in the Details: A Translator's Checklist for Negotiating Contracts,"
a roundtable at the 2016 ALTA Conference in Oakland, CA,
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DELIVERY and PUBLICATION

When is the manuscript due? (i.e., How much time do I have to complete the translation?)

Does the contract contain an "obligation to publish"? (i.e., a date by which the publisher must bring out the book or the rights revert to me; typically 12 to 18 months from when the contract is signed)

PAYMENT and RIGHTS

How much am I being paid?

- Am I being paid a fee, or an advance against royalties?
- Is it a flat fee, or per word?
- Is the word count based on the original text, or on the translation?
- What is the payment schedule? (e.g., half on signing contract, half on delivery of MS)
- Is my fee dependent on the publisher's receiving a grant to fund the translation? If so, is it clear what will happen if the grant application is unsuccessful?
- If the publisher receives a grant to help fund the translation, will that sum be deducted from my advance?

Will I receive royalties? If yes, then . . .

- What is the percentage? (e.g., higher if work out of copyright, because no author royalties)
- How much is it for print, as opposed to e-book, audio, and other forms of publication?
- Am I paid royalties only after I earn back the advance? From the first book sold? Once a certain number of copies have been sold?
- How are the royalties calculated? Are they based on the retail price, or net receipts?
- How or when will I receive accounting statements?

Do I own the copyright, or is it a work-for-hire agreement?

- Assuming I have the copyright, what rights am I granting and is there a reversion of rights clause?
- Is the publisher acquiring the same rights to the translation as to the original work? (N.B. This will not be specified in your translation contract, but you can ask the publisher. If they won't tell you, you have to ask the author or their agent.)

Does the contract establish subsidiary rights ("sub rights")? If so, then . . .

- Which ones? (e.g., audio book, film, television, drama, book clubs, serial rights, etc.)
- What is my percentage of the proceeds?
- If the publisher has acquired world English rights, do I get a percentage if the publisher licenses my translation in other territories? Is there a guarantee they won't make changes in my translation without consulting me? Will I be credited as the translator?

Will I be informed or paid a fee in the event that my translation is used as the basis for a relay translation (i.e., translation into another language)? Or will I retain relay translation rights?

Does the contract include an indemnity clause, ensuring that I am not held legally responsible for material "of an objectionable or libelous character"? [See model contracts for examples of language]

EDITING and ACCEPTANCE

Does my contract contain an acceptance clause? If so, then . . .

- How will the publisher determine whether or not my translation is "acceptable"?
- Is there a time frame for acceptance?
- Does part of my payment depend on the publisher accepting my translation?
- If my translation is not deemed acceptable, does the contract spell out a process by which I can revise it to make it acceptable?

If substantial changes are made to my translation in editing, are they subject to my approval? Do I have final say over the text? (If not, who does? The author? The publisher?)

How much time will I have to review the copyedited MS? The page proofs?

Who decides what the title of my published translation will be?

CREDIT

Will my name be on the cover? (If so, front or back?) The title page? Publisher's website? Promotional materials? Anywhere where the author's name is mentioned?

Will my bio be on the cover or back flap? In the promotional materials?

Does the contract guarantee my moral right to be named as the translator? (UK only)

MISCELLANEOUS

How many free copies of the book will I receive?

If there is any third-party material in the work I am translating, will the publisher obtain permissions?

Which law governs my contract? (i.e., the laws of which country or state?)