

## Publishing Contract | Foreign Editions

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Translation Contract: BOOK TITLE

This document represents an agreement between XXX of XXX Address, [hereafter known as The Author] and XXX [Translator] of XXX Address, and XXX [Proofreader] of XXX Address, for the literary translation of BOOK TITLE [hereafter known as The Book] and is effective DATE.

The Translator agrees to provide a literary translation of The Book into German that is:

- Complete
- Accurate
- Free of typos and grammatical errors
- Without significant change to the original Work
- Maintains the feel and spirit of the original Work In the digital format required by Author<sup>\*†‡</sup>

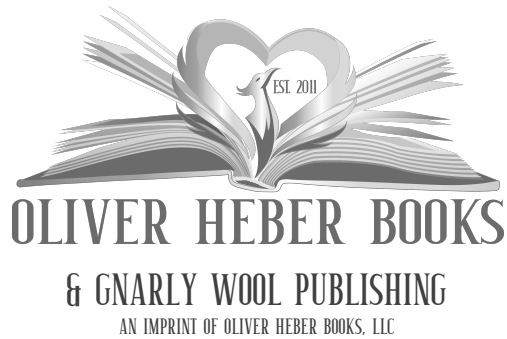
The Translator also agrees to provide translated versions of marketing and promotion material for the Books (as provided by The Author), including book description, author and translator biography.

1. Compensation. The Author agrees to compensate The Translator and The Proofreader as follows:

For The Book:

- €XXX total for translation (based on .06 x 100,000 words). Translation must be complete, proofed, and delivered ready to format by XXX DATE.
- €XXX (based on .02 x XXX words) to be paid upon delivery of the translation of The Book, split between The Translator and The Proofreader. With this payment the fulfillment to The Proofreader is completed.
- The remainder of the total sum (€XXX) to be paid in royalties to The Translator:
  - Royalties will be paid on a scale as follows: 50% of The Author's *net receipts* from all vendors and distributors worldwide until the total sum of €XXX is paid in full.
  - To the best of The Author's ability, royalties will be paid on a quarterly basis.
  - All payments will be disbursed through Transferwise as agreed upon.
  - All payments will be disbursed for The Book by The Author to The Translator by DATE.

a. For the purposes of payment of monies and royalties due, The Translator and The Proofreader are required to provide The Author with updated and current contact information and to maintain this information throughout the period of compensation.



2. Deadline. The Translator shall make every effort to complete services by the above date but shall not be responsible for delays in completion caused by events beyond The Translator's control.

a. Should The Translator not complete the project of translating The Book within the timeframe stated above, no compensation will be paid or will be required to be paid by The Author.

3. Cancellation or withdrawal by The Author. The Author is allowed to cancel this contract after payment of sample. Once The Author sends the whole book to be translated, he/she can no longer cancel the contract.

4. Additional information. The Author will answer promptly through email if The Translator needs clarification about some passages of the book to be translated.

5. The Author's review of translation. Upon receipt of the translation from The Translator, The Author shall promptly review it, and within 30 days after receipt shall notify The Translator of any requested corrections or changes.

6. Confidentiality. All knowledge and information expressly identified by The Author in writing as confidential which The Translator and The Proofreader acquire during the term of this agreement regarding the business and products of The Author shall be maintained in confidentiality by The Translator and The Proofreader, and, except as expressly authorized by The Author in writing, shall not be divulged or published by The Translator and The Proofreader, and shall not be authorized by The Translator or The Proofreader to be divulged or published by others. Confidential information for purposes of this paragraph shall not include the following:

a. Information that is or becomes available to the general public, provided the disclosure of such information did not result from a breach by The Translator or The Proofreader of this paragraph.

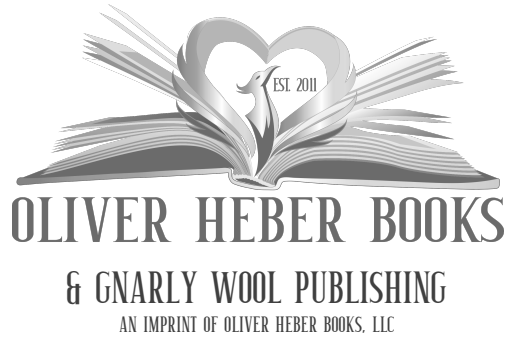
7. Grantable Rights. Upon The Author's completion of all payments provided herein, the translation of the item described in Paragraph 1, The Author shall be granted unlimited rights to use the translated copy.

a. By signing below, The Translator and The Proofreader assert, "I (The Translator/Proofreader) assign to you (The Author), for the rest of my life, all grantable rights, and you agree not to sue me over moral rights."

b. Additionally, upon request, The Translator may request and receive .001% of net receipts each of The Book, to be paid yearly, beginning from the date of said request. Additional royalty requests must be made separately.

8. Changes by others. The Translator shall have no responsibility whatever as to any changes in the translation made by persons other than The Translator.

a. The Author (or his/her Publisher) agrees not to make any changes to the final approved version of the Translation except for copy-editing to conform with Publisher's standard style and punctuation, spelling and



capitalization.

9. The Translator represents and warrants to The Author that no material of an objectionable or libelous character not present in the original work will be introduced into the translation. Subject to this representation, The Author hereby indemnifies and holds The Translator harmless against all suits, claims, causes of action, expenses or costs of any kind including legal fees arising out of the content of the original work.

10. The Translator' name shall appear on the title page of all editions of the book, and in all publicity and advertising copy released by The Author, wherever the author's name appears.

11. Governing law. Should question or dispute arise regarding this contract, mediation in the State of Michigan will be the first course of action. The laws of the State of Michigan will prevail over any aspect of this contract.

12. Complete agreement. This is the complete agreement of the parties as to the subject matter hereof. Any changes in this Agreement must be in writing signed by both parties. This Agreement becomes a binding contract only upon signature by both parties and the delivery of fully signed copies to each party.

\_\_\_\_\_ Author \_\_\_\_\_ Name  
\_\_\_\_\_ Date

\_\_\_\_\_ Translator \_\_\_\_\_ Tax ID#

\_\_\_\_\_ Date  
\_\_\_\_\_ Proofreader/editor \_\_\_\_\_ Tax ID#

\_\_\_\_\_ Date

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<sup>i</sup> \* Method of delivery: digital file through email

<sup>†</sup> Format of delivery: Word document

<sup>‡</sup> Services do not include special formatting for e-publication or marketing services.