

This contract model was approved in negotiations held between the Finnish Association of Translators and Interpreters and publishing company XX. In this contract, the term ‘translator’ refers to a member of the Finnish Association of Translators and Interpreters. Apart from this contract model, the minutes of the negotiations were approved at the same time, in order to ensure that translators’ fees remain at the same level irrespective of the change in the way the manuscript length is calculated.

TRANSLATION CONTRACT

1. Publishing company XX (the Publisher) and YY (the Translator) have today agreed on translation of the work: _____. The Publisher has the following publication rights and secondary rights with respect to said work:
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 The Publisher is responsible for procuring the above rights concerning the original work.
2. The book is to be translated from _____ (language) into Finnish.
3. The Translator shall deliver the finished translation to the Publisher at the latest on _____. Neither the Publisher nor the Translator may alter this deadline without an exceptionally weighty reason.
4. The Translator grants the Publisher the exclusive right to reproduce the above work by printing or some other comparable means, to publish it and to distribute it in book form under the Publisher’s own company name and/or registered auxiliary company name. The Publisher may also use excerpts from the translation to market the work, in accordance with good business practice.
5. The Publisher’s publication right obtained herewith expires if the translation is not published within three years of the date when the Publisher received the complete manuscript. All rights to the translation then revert to the Translator. The Translator may keep the fee paid.
6. The Publisher shall pay the Translator a fee of _____ euros per 32,000 characters in the manuscript (i.e. _____ euros per 1,000 characters). The character count includes both alphanumerical characters and spaces in the manuscript. Characters are defined in the standard Unicode ISO/IEC 10646.
7. In addition, the following has been agreed on secondary use under the Publisher’s own company name and/or registered auxiliary company name:
 - a. If the work is published as an audiobook, the Publisher shall pay the Translator 2.5 per cent of the audiobook’s net price until 10,000 sold copies, after which the fee is 4 per cent. As a guaranteed advance payment, the Publisher shall pay a fee corresponding to half of the first edition of the audiobook; thereafter, fees are paid according to the number of copies sold, as determined by yearly accounting.
 - b. If the work is published in both printed form and electronic form (an ‘e-book’), the Publisher shall pay the Translator 2.5 per cent of the net price of the e-book, in a manner to be agreed separately.

The net price means the price received by the Publisher for the work, excluding taxes.

The Publisher shall inform the Translator in advance if the above secondary rights are utilised.

8. The Translator retains all other copyrights pertaining to the translation, and their use is agreed upon separately.
9. The Translator shall inform the Publisher of any significant assignment of copyright in cases where the Publisher has no publication rights.
10. It is agreed that the fee shall be paid as follows:

Upon request, the Publisher shall provide the Translator with an itemised statement of the fee.

11. Should essential changes to the original text be made during the translation process, the Publisher shall compensate the Translator for any additional work.
 12. Should the Publisher cancel the translation order, the Translator is entitled to reasonable compensation for the work done and for the time reserved to do the translation.
 13. The Translator is given xx copies of the published translation.
 14. The Translator's name shall be given on the title page and in connection with other use, in accordance with the practice generally applied in the field. If the work is an anthology, the Translator's name must be given in the table of contents and in connection with the section translated by the Translator, or in some other suitable connection.
 15. If a manuscript or a language version other than the original is used as the source text, this must be mentioned in the publication information.
 16. The translation work must be done with care, without making additions or deletions contrary to good translation practice. The Publisher has the right to suggest corrections to the translation. When decisions are made concerning the final linguistic form of the translation, account must be taken of the Translator's copyright, the Publisher's obligation to protect the copyright of the original work, and good translation practice.
 17. The Translator shall proofread the printer's proofs. In reading the proofs, the Translator shall have the original work and the translation manuscript at his/her disposal. A reasonable time must be reserved for the proofing.
 18. In addition, the following is agreed (concerning e.g. abridgement or editing of the text):
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Helsinki, _____

Translator's signature

Address and telephone:

Personal identity number:

Bank account:

Publisher's signature

Address and telephone:

Contact person:

Translation manuscript received on: