

LICENCE AGREEMENT FOR TRANSLATION RIGHTS

THIS AGREEMENT is made the __ day of ____, 20__.

BETWEEN:

[NAME OF PARTY GRANTING RIGHTS]
of [address of Grantor]
("Grantor")

and

[NAME OF PUBLISHER]
of [address of publisher]
("Publisher")

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I - GRANT OF RIGHTS

1.1 The Grantor grants to the Publisher and its agents, representatives, licensees and permitted assigns, the sole and exclusive licence to exploit, commission, print and publish an English language translation ("Translation") of the original literary work entitled "_____" (hereinafter referred to as the "Work") written by _____ (hereinafter referred to as the "Author") throughout _____ (the "Territory"), for the full period of copyright from time to time existing under the laws in force in any part of the world, including all reversions, renewals, revivals, and extensions. The licence granted hereunder shall extend to all publicity, promotional and advertising material produced by the Grantor in connection with the Work.

1.2 The Grantor undertakes to deliver to the Publisher within _____ days from the date of this Agreement _____ copies of the original _____ language version of the Work as published by the Grantor. The Grantor warrants that the original language version of the Work has been approved by the Author.

1.3 The Grantor warrants and confirms to the Publisher that all permissions and consents required in order to enable the exploitation of any illustrations or photographs contained in the Work and any other material whose rights are owned or controlled by third parties have been obtained and that such consents and permissions extend to the rights granted to the Publisher hereunder.

1.4 The Grantor undertakes to use all reasonable endeavours to ensure that the Author shall collaborate with the person ("Translator") engaged by the Publisher to translate the Work and to give such assistance as the Translator and the Publisher may require in order to ensure the creation and publication of a Translation of the highest possible quality.

ARTICLE II - NOTICES AND CREDIT

2.1 All copies of the Work published by the Publisher shall contain the following copyright notice:

[Insert desired copyright notice]

2.2 The Grantor confirms that the Author has asserted the Author's right to be identified in relation to the Work on the title page and cover in the following form:

[Insert the form of credit the Author wants.]

and the Publisher undertakes to comply with such request and to require all sub-publishers and other licensees to comply with such request. The Grantor acknowledges that no casual or inadvertent failure by the Publisher or by any third party to comply with this provision shall constitute a breach by the Publisher of this Agreement and in the event of any breach of this Clause 2.2, the Grantor warrants that the Author shall not have the right to seek injunctive relief and the sole remedy of the Author or the Grantor shall be a claim for damages.

2.3 The Grantor acknowledges that the Publisher requires the right to edit the text of the Work for the purpose of properly translating the Work prior to publication, and the Grantor warrants that the Author has consented to allow the Publisher to make such changes to the text as are required. The Grantor further warrants that the Author has agreed that the product of such exercise shall not be capable of being considered a distortion, mutilation or derogatory treatment of the Work.