

The Swedish Publishers' Association and the Swedish Writers' Union have, on the date given below, convened the following

## **FRAMEWORK AGREEMENT**

for the publisher's agreement between a translator and a publisher concerning prose translations of fiction and non-fiction for children and adults.

### **§1 Model contract and agreement concerning fees**

A publisher's agreement between a translator and a publisher concerning prose translations of fiction and non-fiction for children and adults between members of the Swedish Publishers' Association and the Swedish Writers' Union is to be drawn up in writing and based on the minimum terms agreed between the parties in the minimum fee agreement and the model contract for a memorandum of agreement between a translator and a publisher dated 13 December 2011. These documents are appended to this agreement as annexes 1 and 2.

### **§2 Applicability of the agreement**

This framework agreement is to apply to publishers' agreements signed beginning on 1 January 2012 and is thus not applicable to publishers' agreements signed prior to this date. This framework agreement replaces the previously convened framework agreement and its annexes dated 1 April 2004, which thus no longer applies as of 1 January 2012. However, agreements entered into individually based on the model contract from 2004 do not cease to apply except in accordance with the stipulations in each individual contract.

Moreover, the parties have agreed to a separate supplementary agreement, which is to be applied in cases where there is an agreement/a contract convened between a translator and a publisher and based on the 2004 model contract, in relation to which the translator and the publisher wish to extend the granting of rights to cover electronic books, digital audiobooks and – if the audiobook rights have not previously been granted – audiobooks. Said supplementary agreement is appended to this agreement as annex 3.

This framework agreement, including the annexes, is to apply through 30 June 2013 and subsequently, with a reciprocal period of notice of three months.

### **§3 Follow-up**

The parties find that at the time of the convening of this agreement, the book market is in a period of radical change, and that the markets for electronic books, digital audiobooks and audiobooks is in development but has not taken shape sufficiently to enable us to adequately assess the acquisition of rights. The stipulations in the minimum fee agreement are therefore not to be considered precedential in any respect. The parties will follow developments in consultation and, at the request of either party, meet to go through and evaluate the agreement.

In this respect, the parties particularly find that how to deal with the matter of “library lending” of electronic books is currently under debate. The parties therefore note that

for the time being they are in agreement that such use of electronic books is to be included in the granting of rights that follows upon the agreement as presently convened.

The parties also find that it is possible that new business models will be established in the marketplace for translated literature, such as subscription services of electronic books in non-downloadable form (streaming). At the point in time when this agreement was convened no such new business models have achieved either a scope or structure that enable them to be separately regulated. The parties undertake to follow developments in consultation and, and, at the request of either party, to initiate negotiations concerning alterations in the conditions governing such use.

#### **§4 Changes in conditions**

If, during the period in which the framework agreement applies, any substantial changes in conditions should occur, for example concerning copyright legislation, taxation or employers' contributions, or concerning technical conditions of book publication, or the structure of the publishing field, either party has the right to call for negotiations to make amendments to the framework agreement or its annexes.

This agreement has been drawn up in two identical copies, one of which has been given to each of the parties.

Stockholm, 13 December 2011

On behalf of the  
SWEDISH WRITERS' UNION

On behalf of the  
SWEDISH PUBLISHERS'  
ASSOCIATION

(signed)  
Mats Söderlund

(signed)  
Eva Bonnier