

**Model for supplementary agreement concerning electronic books,
audiobooks and digital audiobooks between a translator and a
publisher as recommended by The Swedish Writers' Union (SFF)
and the Swedish Publishers' Association (SvF)**

*With reference to the Framework Agreement convened between the Swedish Writers' Union and
the Swedish Publishers' Association on
13 December 2011.*

Concerning prose translations of fiction and non-fiction for children and adults.

Between _____

(hereinafter referred to as the Translator)

Address: _____

E-mail: _____

and _____

(hereinafter referred to as the Publisher)

§1 Applicability of the agreement

The publisher has commissioned the translator, in a separate agreement (referred to below as “the basic agreement” and based on the Framework Agreement convened between the Swedish Writers’ Union and the Swedish Publishers’ Association on 2 April 2004, to translate the work with the following original title

_____ .
by _____ .

This agreement is a supplementary agreement to the basic agreement.

§2 Terminology

Digital audiobook	the Translation in the form of text as read onto a digital sound file (such as an MP3 file or other similar file format) to be downloaded or web streamed to the listener’s computer, mobile telephone, MP3 player or other technical device.
Electronic book	the Translation rendered as text in machine-readable form. Covers both duplication and, by transmission, making the translation available to the public.
Audiobook	the Translation read aloud (e.g on cassette tape, CD, DVD, or MP3 discs).
Minimum fee	Such minimum remuneration as is determined on the basis of negotiations between the Swedish Publishers’ Association and the Swedish Writers’ Union and contained in a specific minimum fee agreement applicable for the time period stated in said agreement.
The Translation	The work in translated form pursuant to this agreement.

§3 Granted rights

3.1. Pursuant to this supplementary agreement, the Translator grants to the Publisher the sole right to duplicate and publish the translation as an electronic book, an audiobook and a digital audiobook.

All other rights – with the exception of those granted in the basic agreement – remain with the Translator.

3.2. The right of the Publisher to the translation as an audiobook pursuant to subsection 3.1 above, reverts to the Translator at the end of the eighth year after the year when said right was most recently exercised through primary or subsidiary use in the form of reprinting or

publication of a new edition. However, the right of the Publisher is retained for as long as the book remains in stock.

The right of the Publisher to the translation as an electronic book and a digital audiobook pursuant to subsection 3.1 above ceases at the time the Publisher's license for use of the original rights expires, but no more than seven years from the date of the signing of this agreement.

As regards digital audiobooks, the paragraph above is only applicable in cases when the Publisher has solely acquired the original rights to the digital audiobook. If the acquisition applies to both an audiobook and the digital audiobook, the stipulation in section 2.1 above is also to apply to the rights to the digital audiobook.

Note: A translation is to be considered in stock as long as the number of remaining copies exceeds 100.

§4 Granting and transfer of rights

4.1. The Publisher may grant the right of subsidiary use concerning rights covered by this agreement without consulting with the Translator.

4.2. The Publisher does not have the right to transfer the rights and obligations of the Translator without the written consent of the Translator, with the exception of turnover of the entire publishing operation or some specific part thereof. If a transfer takes place, responsibility for the fulfillment of this agreement remains with the Publisher.

4.3. If the Publisher should declare bankruptcy, this agreement becomes null and void with immediate effect. If the Publisher suspends payments, offers to come to a composition with creditors or – if the Publisher is a joint stock company – enters into liquidation proceedings, the Translator is entitled to give notice on this agreement with immediate effect. However, the Publisher is entitled to fulfill sales on the agreed terms concerning copies of the translation that are in stock at the point in time when payments are suspended, an offer is made to come to a composition with creditors, or liquidation proceedings entered into.

§5 Financial terms

5.1. Remuneration for *internal* secondary use of the rights covered in this agreement are to be paid as follows:

(i) for the right to make the translation available as an electronic book, the Translator is to receive a lump sum of SEK 1,000, plus employers' contributions. When 300 electronic books have been sold, the Translator shall receive an additional SEK 2,500.

(ii) for the right to publish audiobooks and/or make the translation available as digital audiobooks, the Translator is to receive a lump sum corresponding to 25% of the minimum fee applicable at the time, plus employers' contributions.

(iii) if the Publisher, in the basic agreement, acquired the right to publish audiobooks, meaning that this agreement only applies to the acquisition of rights by the Publisher to make the translation available as a digital audiobook, the Translator shall receive the difference between 25% of the minimum fee applicable at the time and 25% of the minimum fee that was applicable and was paid pursuant to the basic agreement.

5.2. Remuneration for *external* subsidiary use is to be paid as follows:

For the right to place the translation as an electronic book, the Translator shall receive a lump sum of SEK 1,000, plus employers' contributions. When 300 electronic books have been sold, the Translator shall receive an additional SEK 2500.

For the right to place the translation as an audiobook and/or digital audiobook, the Translator shall receive a lump sum equivalent of 25% of the minimum fee.

For the right to place the translation as a digital audiobook, if the Publisher, in the basic agreement, acquired the right to publish audiobooks, meaning that this agreement only applies to the acquisition of rights by the Publisher to make the translation available as a digital audiobook, the Translator shall receive the difference between 25% of the minimum fee applicable at the time and 25% of the minimum fee that was applicable and was paid pursuant to the basic agreement.

If it should be the case, at the point in time when the utilization takes place, that no minimum fee agreement is in effect as stipulated in §2, the subsidiary remuneration shall, instead, be calculated on the basis of the factual fee paid to the Translator for primary use, adjusted upwards using the Swedish cost of labor index (AKI) at the point in time when the agreement was signed.

***Note:** One payment corresponding to the amount stated in subsection 9.2 above gives the Publisher the right to publish one or more editions in the physical form or forms of use (audiobook and/or electronic book) granted in this agreement. The same applies to digital forms of use.*

***Note:** The cost of labor index that may be invoked in the absence of a minimum fee is the AKI for salaried employees. Upward adjustment is made on an annual basis, using the preliminary July index. Should AKI cease to be applicable, Statistics Sweden shall be consulted concerning a suitable remuneration index. The parties shall follow the recommendations of Statistics Sweden.*

§6 Payment

The fee for internal subsidiary use falls due 30 days after publication/other making available of the Translation.

Remuneration for external subsidiary use falls due 30 days after the Publisher receives remuneration for the granting of such use.

Irrespective of all the above, any further remuneration of electronic books pursuant to §§5.1 (ii) and 5.2 above falls due 30 days after the Publisher receives notification that 300 electronic books have been sold.

§7 Complimentary copies

The Translator is entitled to receive 10 complimentary copies when the translation is published as an electronic book.

If the translation is used in any other way that makes the Translator eligible for remuneration, the Translator is to receive at least 2 free rights of use.

§8 Translator's name

8.1. When the Publisher duplicates the translation and makes it available to the public a) as an electronic book, the name of the Translator is to appear on the title page of the translation and if possible, also on the cover of the translation b) as an audiobook, the name of the Translator is to appear on the sleeve and c) as a digital audiobook, the name of the Translator is to be read in conjunction with the reading of the book.

When the Publisher markets the translated work in advertisements, catalogues and other advertising material, the name of the Translator is to appear *whenever practically possible*, except when the work is a collection in which more than three translators have participated.

If the Publisher enters into an agreement with a third party regarding such use of the translation as is stipulated in §5 subsection 2 above, the Publisher is to reserve the right of the Translator to have his or her name appear as pursuant to paragraph one of this section.

8.2. If the Publisher has made the translation available to the general public as an audiobook without the name of the Translator appearing on the sleeve as stipulated in §5 subsection 1 above, the Publisher shall, within thirty days of receipt of written notification that the name has not appeared as stipulated, rectify the error. If said rectification is not made, the Publisher shall pay a fine of SEK 5,000 to the translator. This fine is to be paid within 45 days of the Publisher's receipt of said written notification as described in this paragraph.

Note: *Having paid the fine, the Publisher cannot be held liable to recall the edition to which the payment of the fine was attributable.*

Note: *The responsibility of the Publisher for the appearance of the name of the Translator when the translation is marketed is restricted to such marketing as is arranged by, and thus in the control of, the Publisher. Hence the Publisher is held harmless for marketing carried out at the initiative of, for example, a retail seller or other distributor.*

§9 Other provisions

In all other respects, the provisions stipulated in the basic agreement are also to be applied to the forms of use in this agreement whenever practically possible.

§10 Duration of applicability of this memorandum of agreement

This agreement becomes binding upon the signature of the parties, and remains in force until the rights of the Publisher are terminated pursuant to §§3 or 4 above.

THE PUBLISHER

THE TRANSLATOR

Signature

Signature

Place and date

Place and date