A Handbook for Literary Translators

Fourth Edition, 1999

Prepared by the Translation Committee of PEN American Center

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An earlier version of "The Responsibilities of Translation" was originally drawn up in cooperation with the American Literary Translators Association (ALTA) and The Translation Center (Columbia University).

"A Translator's Model Contract" was prepared with the generous assistance of Peter Skolnik, literary agent; Jerry Simon Chasen, Esq.; and Leon Friedman, Esq.

PEN American Center 568 Broadway New York, NY 10012

A Handbook for Literary Translators

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Foreword

First prepared by the PEN Translation Committee in 1981, A Translator's Model Contract remains the heart of the fourth edition of A Handbook for Literary Translators. Praised by translators and publishers alike, the contract has helped clarify negotiations and provided both parties with an additional element of protection. The current edition builds on the past efforts of the Translation Committee to bring the Handbook in line with changes in the publishing industry.

Some of these changes are technological: The advent of the Internet and the growth of the World Wide Web have made it possible for information to be disseminated in radically different ways to a global audience. Thus this new edition of the <code>Handbook</code> is now available on the PEN American Center Web site (http://www.pen.org) for all to access. Those who would like a more traditional, print version of the <code>Handbook</code> can mail their request to PEN with a stamped, self-addressed envelope. A copy will be mailed to them.

Other changes are contractual: Since writing that involves translation is generally more complex, legally as well as creatively, than other types of writing, this revised edition seeks to address recent developments in publishing and copyright law as well.

As in the past the committee urges translators to seek royalties wherever they can, particularly in those rare and exceptional cases where a translated work is expected to have the potential of selling in comparatively large numbers. In work-for-hire arrangements, often immediately more financially rewarding, translators are urged to negotiate vigorously for subsidiary rights income, bonus payments, and reversion of rights.

The task set before literary translators more than ever is to assert their professional stature and demonstrate to editors, publishers, and authors that their literary accomplishments deserve recognition and acclaim equal to those of other writers.

PEN Translation Committee New York City June 1999

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and effort in making the translation.

include:

The Responsibilities of Translation

The translator, long considered a mere functionary in the production of books, is now much more likely to be recognized as the co-creator of a new text in another language. Writers are showing greater interest in the translation of their work, and in a growing number of cases, publishers are offering translators something approaching their due attention and recompense.

Nevertheless, too many misunderstandings, infringements, and abuses still occur. Unauthorized translations appear, particularly in the alternative press and literary magazines. The practice of publishers obtaining exclusive translation rights for an unlimited period of time has held certain foreign works prisoner to poor or dated translations. If, as the case may be, a translation is done as a "work for hire" (see Negotiating a Contract), rights to the translation generally remain with its publisher after rights to the original have reverted to the author, thus leaving the translation in limbo, since it is no longer under the control of either the translator or the foreign author. Many scholarly papers present original translations or quotations from existing translations without proper permission.

Translation is an intrinsically collaborative undertaking, and a successful translation can be created only when each party assumes its responsibility and respects the rights of the others. To this end, the following suggestions are offered, with the recognition that exceptional cases occur in which these guidelines are not entirely applicable.

Translators. The publication of an unauthorized translation of a copyrighted work, for whatever reason, is piracy and an injustice to the author. It prevents the publication of an authorized translation elsewhere and denies both the author and the authorized translator possible income

and exposure.

The Committee recommends that in all cases the prospective translator thoroughly investigate who controls the translation rights and obtain written permission, if necessary, from the copyright

holder. It is always wise to determine whether translation rights are available before investing time

For works not in the public domain, the right to publish a translation is, under present copyright law, a derivative one that requires the consent of whoever owns the copyright (and thus the translation rights) in the original work. The Committee strongly recommends that in all cases, the prospective translator of an untranslated work first contact the foreign rights manager of the publisher of the work to be translated. This person's name, phone number, fax number, and address can generally be found in the *International Literary Market Place (ILMP)*, which is available at the reference desk of most libraries. Questions to ask the foreign rights manager

- Has a publisher already acquired the right to publish this work in translation?
- Are any publishers currently considering the work for publication in translation?
- Have any publishers already rejected the work for publication in translation?
- Are there any current plans to submit the work to additional publishers?

It is best to communicate these questions in written form by fax and/or letter, then follow up with a telephone call if, as is often the case, no reply is received.

Prospective translators are ill-advised to start by asking the author about the status of translation rights to a particular work, as the author will often indicate that those rights are available and encourage the translator to begin without knowing the actual status of the rights. The prospective translator should only contact the author with rights questions if the publisher has affirmed that the author has retained foreign language rights. When proposing a work for publication in translation, the prospective translator should clearly indicate the foreign rights holder of the work to all publishers contacted.

book and magazine publishers, not to translators themselves, and that it is generally the publisher of the translation that selects the translator, not the original author or that author's publisher.

Authors. Authors should be careful not to grant translation rights when they do not in fact hold

Finally, translators should keep in mind that translation rights are generally sold or granted to

such rights. When approached by a prospective translator, they should clearly indicate the current foreign rights status of their work, refer the prospective translator to the foreign rights holder if they do not hold those rights themselves, and inform the prospective translator of any other translators they know to be translating their work already.

Authors whose works are accepted for publication in translation should make themselves

available to confer with their work's contracted translator. The author should consider reviewing

the completed translation, preferably after the translator has produced a final manuscript version but before the translation has been typeset. If at all practical, it is recommended that the author be consulted during the translation process to resolve questions about the text before it is completed. This may forestall any possible future disagreements about the translation among author, translator, and publisher. If a completed translation is submitted to an author for review, this review should be conducted in collaboration with a native speaker of the language into which the work is being translated. In cases of disagreement between authors and translators, the Committee is available to assist in arbitration. [See paragraph 7 of the Model Contract.]

Book Publishers. Before publishing a work in translation, publishers have the moral and

legal responsibility to acquire the right to publish the work in the language in which their edition is to be issued and in the territory throughout which it is to be sold. If the original work is to appear with the translation, that right also must be secured—frequently from a different source. When reprinting an earlier published translation that has gone out of print, publishers should make a good-faith effort to contact the current rights holder of the translation and should enter into a formal agreement with the rights holder for use of the translation.

In the case of works widely recognized as classics, as well as in the case of all poetry and

only, after which time other publishers would then be free to negotiate the right to issue alternative translations of the same work without depriving the publisher of the first translation of the right to continue selling its edition.

Magazine Publishers. Magazines, regardless of their circulation, should not publish unauthorized translations. Editors of magazines should recognize that they need two generally distinct permissions to publish a work in translation: the permission of the party holding foreign

plays, the Committee urges publishers to demand exclusive translation rights for a limited period

rights to the original text and the permission of the party holding rights to the translation. When publishing translated material, it is the responsibility of the magazine to make sure that both of these permissions have been obtained and to give proper credit to both the foreign rights holder and the translation rights holder in the issue of the magazine in which the translation appears. Even in cases where there is little or no money involved, the formal obligations for securing translation rights obtain.

Agents. Agents generally do not enter into the negotiations between publisher and translator,

and their role is limited primarily to representing the original publisher's interest to the English-language publisher. Agents may at times recommend a translator for a project (especially if that translator has prepared a sample or reader's report for the agent to use in selling a work). The publisher, it should be clear, is under no obligation to use that translator. However, as the success of the author's work in translation is in good measure dependent upon the quality of the translation, an agent should be a concerned party in the selection of the translator.

Scholars and Anthologists. Scholars should bear in mind that translations included in

success of the author's work in translation is in good measure dependent upon the quality of the translation, an agent should be a concerned party in the selection of the translation.

Scholars and Anthologists. Scholars should bear in mind that translations included in whole or in part in doctoral dissertations, master's essays, and published academic papers—whether quotations, alterations of quotations, or original translations—are subject to international copyright laws and require authorized permission when they exceed the limits of "fair use." (Fair

use, however, is variously defined, and it is wise to check with individual publishers of material to be quoted.) The same legal restrictions concerning use apply in the case of "borrowings" or "adaptations" of translations of classic works if the translation used is in copyright.

Like magazine publishers, anthologists and their publishers are responsible for obtaining the permission of the party holding foreign rights to the original text and the permission of the party

holders must be given proper credit in the published form of the anthology.

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holding rights to the translation for every selection they wish to publish. Both of these rights

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Negotiating a Contract

By and large, literary translation has long been an underpaid profession. Must it remain so? A great deal depends on conditions in the marketplace and on the economics of the publishing industry at any given time, but translators themselves contribute to this sad state of affairs whenever they silently accept terms offered without considering the value of their time, talent, and skill. Upon setting out to negotiate the terms of a contract, the translator should keep at least two things in mind: First, without the translator, the book will not exist in English; and second, the terms of a publishing contract, like those of any contract, are negotiable—there is nothing wrong with asking, within reason, for what you want.

The specific points of this discussion and of the Model Contract apply primarily to the translation of belletristic prose. No standard guidelines exist for the translation of poetry. The translation of drama, whether translation or adaptation, whether for the stage, the printed page, or both, is always a complicated matter, involving more parties than translator and publisher. (The Translators Association in London has developed a "Code of Practice for Theatre Translations and Adaptations"; see Selected Resources for the association's address.) Nonetheless, in all cases and for all genres, the experienced or proven translator will be in a better position to negotiate than the novice.

What Do You Want?

Do you want to own the copyright in the translation, or would you agree to the terms of a workfor-hire contract?

Copyright.

Since the first PEN Model Contract was published in 1981, it has become more common for U.S. publishers to copyright the translation in the name of the translator and sometimes to give the translator a percentage of royalties and subsidiary rights income.

Retaining the copyright in the translation (and assigning that copyright to the publisher for whatever term is agreed on in the contract), although a derivative right (one that depends on the copyright in the original work), can benefit the translator in several ways. It provides recognition for the translator's work as collaborator and author. It can afford additional protection and continuing control over the work if and when subsequent editions appear. It places the rights to the translation back in the translator's hands when the term specified in the contract ends, or—more usually—when the book goes out of print, or if the publisher goes out of business.

Work for hire.

Since June 1989, the work-for-hire laws, as they pertain to creative works, are being reinterpreted by the courts and by Congress. In the past a work-for-hire agreement tended to give the translator a higher flat fee but no royalties, no share in subsidiary rights income, and no control over subsequent editions of a work. The legal status of work for hire is still evolving. The old assumptions can no longer be made. Work-for-hire contracts between translators and publishers must be extremely explicit about the terms of the employment agreement; naturally, these are open to negotiation. Although under such agreements the publisher is designated as the copyright holder, this in no way precludes the possibility of further payments to the translator beyond the initial flat fee.

For additional information on determining the basis of further payment, or other kinds of

payment—including royalties and subsidiary rights—see the Model Contract, especially paragraph 5 and notes 4 and 5a. Traditionally, royalties have been paid after a book has earned back the advance to the author. The "advance" discussed in section 4 of the Model Contract is precisely that, an advance payment against royalties from the sale of the book. This system works well for original authors, for whom royalty percentages are generally much higher than they are for translators. Unfortunately, it rarely provides the translator with significant additional income over the advance. At the standard 1 to 2 percent royalty paid to translators, the book would have to sell tens of thousands of copies before the advance was covered by sales. For example, in the case of a book that sells for a retail price of \$20.00, the translator would earn \$0.20 per copy with a 1% royalty. Assuming the translator were given a \$4,000 advance to translate the book, the publisher would have to sell a minimum of 20,000 copies of the book before it would begin paying royalties to the translator. Given the limited print runs of most books in translation (1,000–2,000 copies is commonplace), it is easy to see that the way current advance/royalty clauses are structured results in little or no tangible benefit to the translator.

contracts. In this scenario, the translator is paid a fee for the translation and also receives a royalty payment on all copies of the book sold. This would not only encourage publishers to promote translated works, it would make the translator a more equal partner in the publishing enterprise and enable him or her to share in the profits of successful publications. The Committee feels that such a situation would ultimately benefit publisher, translator, and foreign author equally.

Your name on the title page.

Therefore, the current edition of the Handbook includes an alternate royalty clause (see item 5 of the Model Contract), which the Translation Committee hopes will become commonplace in future

The Library of Congress registers all copyrights in the United States. It also supplies essential publishing information to libraries and other databases across the country, and throughout the

undertake the translation.

world, in the form of Cataloging-in-Publication (CIP) Data, which also appear (sometimes in abbreviated form) on the copyright page of a printed book.

Whether or not you own the copyright in the translation has no bearing whatsoever as to whether your name, as translator of a work, will serve as an access point in bibliographic research. In

following Rule Interpretation, applying to Anglo-American Cataloging Rule 21.30K1, effective January 1994:

One of the seven conditions in rule 21.30K1 for making an added entry for the translator of a work is that "the translation is important in its own right." The Library of Congress applies this condition as follows: Make an added entry under the heading for the translator

November 1993, the Library of Congress modified one of its cataloging procedures and issued the

"The chief source of information" here means the title page and only the title page of a book. The name of the translator on the copyright page or acknowledgment page will not suffice.

of a work of belles lettres when the name of the translator appears on the chief source of

the Title Page," as explicitly stated in the instructions on the back of the form and in the CIP Publishers Manual. It is clearly in the translator's interest, during the course of negotiations, to underscore this procedure, which follows directly from paragraph 12, an essential provision of the Model Contract.

How Much?

In advance of a book's publication, all publishers submit a CIP Data Sheet for Books to the Cataloging-in-Publication Division of the Library of Congress. The translator's name must be listed on the title page of the book, and therefore also in item 5, "Full Names of Authors Appearing on

thousand words of the language into which the translation is made. Just as the advances paid to authors range from token amounts to large sums of money, so too the amounts paid to

Payment for translation is ordinarily calculated on the basis of a certain number of dollars per

translators vary widely. Unquestionably, there is a great deal of room for negotiation here, and many factors will enter into the fee agreed on, including: the publisher's budget for the book, the experience and reputation of the translator, grant support available to subsidize the translation, the ease with which the publisher can find another translator for the book, and last but not least, the time likely to be required to complete the translation.

Before entering into any agreement with a publisher, translators should weigh carefully the time needed to finish the translation, how much they should be paid to ensure reasonable compensation for their time, and what other opportunities they may have to forego by agreeing to

How long a text will take to translate depends on more than mere length. A book plainly but poorly written can take more of the translator's time than an intricate but well-crafted text. A work of scholarly nonfiction may require a great deal of library research to track exact equivalents of technical terms and sources quoted from languages other than the author's original one. And of course, the translation of poetry entails special challenges outside the realm of word counts. Translators should be sure to estimate carefully how long they anticipate the entire translation.

Translators should be sure to estimate carefully how long they anticipate the entire translation (including research and revision) will take them. They should also be sure to have a clear understanding with the publisher whether any additional tasks, such as abridging, adapting, fact checking, or indexing, may also be expected of them.

Translators and publishers alike want their translations to sell strongly. Some books may seem to have little chance of selling but are published anyway. Some of these succeed nonetheless. The translator will have to negotiate contracts on a book-by-book basis, speculating on what sort

to have little chance of selling but are published anyway. Some of these succeed nonetheless. The translator will have to negotiate contracts on a book-by-book basis, speculating on what sort of agreement would be most advantageous. A sense of cooperation and frankness from publishers and editors about how they expect a book to do in the marketplace will help translators evaluate their real financial prospects for each project.

only those fee arrangements that will allow them to devote enough time to the translation to do the original work justice in a new language.

They must seek compensation on a level adequate to their talent, skill, and contribution in

Translators have a responsibility to the works they are translating. They must be sure to accept

recreating the foreign work in translation. And by not selling themselves short, they assert their position as members of a vital literary profession.

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Dos and Don'ts

The following list highlights some of the key elements of contract negotiations. It is not meant as a substitute for the contract description in the current *Handbook*. The Committee recommends that prospective translators read through the various articles of the Model Contract and notes before agreeing to a translation project.

- Make sure the rights to any work not in the public domain are currently available from the foreign publisher.
- There is nothing wrong with trying to promote a specific project to a publisher. Be aware, however, that, aside from the inherent difficulty of marketing a foreign-language book, the publisher is under no obligation to use your translation.
- Never begin a paid translation, regardless of the genre, without a contract. Even a simple, one-page contract or letter of agreement is better than nothing.
- 4. Be clear about what is expected of you when translating a scholarly work. For example, will the publisher provide assistance in researching references for bibliographic citations and footnotes? If not, is this reflected in your fee?
- Make sure you have the right to examine the marked-up manuscript after it is copyedited and are given sufficient time to review it. The same applies to galleys and page proofs.
- If you have a style sheet, make sure it is given to the copy editor.
- Include several free copies of the book for your personal use in the contract. Ten copies is standard. Also, remember to ask for a discount (40 percent is common) on purchasing copies of the book from the publisher.
- The shorter the turnaround time, the higher the fee should be. A short turnaround may require that you spend all your time on the translation of this particular book.
- Make sure deadlines are reasonable and that you can meet them.
- Clarify payment dates with the publisher before signing the contract.

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A Translator's Model Contract Preface

The PEN Translation Committee, recognizing the need for a set of guidelines to assist translators

in their dealings with publishers, in 1981 drew up a Model Contract and explanatory notes in the hope they would prove useful to translators, both beginning and experienced, and over time become accepted practice in the profession. Subsequent United States Supreme Court decisions and revisions to the copyright law have changed the legal status of translators in a manner that should now be reflected in the basic contract. Only fifteen to twenty years ago, it was almost the exclusive practice of publishers to engage translators as "employees of a work made for hire"—a legal phrase that meant translators were

given a one-time flat fee for their efforts and had no further interest in, or control over, their translations. A Supreme Court case decided in 1989 emphasized that while translations might be considered "works for hire" under the copyright law, they need not be: a translator of a work may be deemed an author in his or her own right, may receive further payment over the life of the copyright, and may have a degree of control over the future uses of the work. Indeed, even if a translation is considered a work for hire, a publisher may grant the translator an ongoing share of the income in one form or another, not excluding a royalty on all copies sold and a percentage of subsidiary rights income. Accordingly, the Model Contract now presents paragraphs for negotiating a translator's contract on either an authorial or work-for-hire basis. Another legal change affecting the rights of translators is the Berne Convention Implementation Act of 1988, which went into effect on March 1, 1989, and amended U.S. copyright law. The Berne Convention is the oldest international treaty protecting intellectual property. It generally

to), requiring that they receive proper credit for their efforts (the "paternity right") and that their creations not be distorted, mutilated, or modified in a manner that "would be prejudicial to [the author's] honor or reputation" (the "integrity right"). The United States made representations, however ambiguous, to the international community that it recognized the moral rights provision of the Berne Convention in protecting its own authors. Nevertheless, it remains unclear whether the new law in fact gives authors all the moral rights recognized in other countries. U.S. law in various forms had already protected against publishers' not giving proper credit to authors or mutilating their work (section 106 of the Copyright Act of 1976, the Lanham Act, etc.). The question of how much more protection, or what protection,

exists under the new law is a matter of intense debate among American publishers and writers,

gives legal protection to the "moral rights" of authors (or droit moral as it is sometimes referred

and no one is certain how much additional protection has been granted. The entire issue of moral rights in the United States may be moot for translators, however, since under present U.S. copyright law such protection applies to visual works only; books are specifically excluded. The essential point about droit moral is that it gives authors tremendous power over their works, which extends beyond the actual term of copyright. What is most germane to translation is the fact that Berne Convention authors are legally protected against any "distortion, mutilation, or other modification of the ... work" that is perceived to be detrimental to the author's honor or reputation. In theory such protection gives authors sweeping control over the ultimate use of their work, especially as it extends to the translation process, and it is easy to see how this right might be abused, particularly in situations where author and translator disagree about the manner of expression. It allows authors to extend the concept of integrity to the expression of a work in a

foreign language and as foreign nationals gives them rights ordinarily enjoyed by citizens. Unfortunately, the law as it is now written is ambiguous in its recognition of translators as authors in their own right. Although the Paris Revision (1971) of the Berne Convention recognized translations as original works and acknowledged that they should be "protected as original works" without prejudice to the copyright in the original work," it failed to discriminate between the two

senses of the term "original," author's original and translator's original. It grants translators "authorial" protection in principle, but denies them a much needed degree of autonomy by placing their work under the control of an author who has the "exclusive right of making and of authorizing the translation." In the matter of translation what the principle of moral rights gives with one hand, it takes away with the other. The translator is, in the Translation Committee's view, a unique link between the original work and its audience in another language, whose status as a collaborator with the original author should be recognized by both the publisher and the book's readers. One of the principal ways in which this recognition can be gained is by according translation the full status of a literary endeavor, and this recognition should begin with the agreement made between the translator and publisher. The Model Contract represents an ideal toward which the Committee feels all translators should strive. In today's marketplace, the provisions it contains are often realized only in part. We feel, however, that translators should attempt to obtain the inclusion of as many of them as possible. In order to give translators some idea of what to expect when entering into a contract with a publisher, the guidelines indicate those provisions we believe essential in any translation contract and those that are desirable but not yet common practice in the profession. Any contract

between a translator and a publisher should represent the best possible arrangement for the translator, and we strongly urge translators to request the inclusion of all applicable provisions in the Model Contract. We hope that the explanatory remarks will provide translators with grounds on which to base their requests for inclusion of some or all of these provisions in their contracts

The Model Contract and explanatory notes are based on the premise that the work in question is a work in copyright. For the translation of works in the public domain, the Committee feels that the translator should be treated as an author and should receive the same contractual terms and

between [translator's name], hereinafter called the Translator, and [publisher's name], hereinafter called the Publisher.

1. The Translator undertakes to translate [name of 1. Some translators manage to include a provision work and author] from [original language] into that the publisher reimburse the costs of preparing English. The Translator agrees to deliver to the the final manuscript. Such a provision is unusual, Publisher within [number specified] months of but—especially in the case of a lengthy or receipt of the initial payment for the translation one complicated text—the translator might ask that it be clear, double-spaced copy of the completed included. Suggested wording: "The Publisher agrees translation of the work, satisfactory for publication in to reimburse the Translator for the costs of

4. The Translator shall receive an advance of [X 4. ESSENTIAL PROVISION. The advance that is

The translation should be a faithful rendition of the work into English; it shall neither omit anything from the original text nor add anything to it other than such verbal changes as are necessary in translating [original language] into English. No changes shall

be effected by the Publisher in the translation,

including its title, without the explicit written

The Translator guarantees to the Publisher that no material of an objectionable or libelous character

not present in the original work will be introduced

into the translation. The Publisher in return will

undertake to hold the Translator of the work

harmless from all suits and all manner of claims and proceedings or expenses that may be taken against or incurred by them, on the grounds that the translation contains nothing objectionable or libelous which is not contained in the original work.

with publishers.

the world market.

approval of the Translator.

translation.

rights as would an author.

Model Contract

Contract of agreement made this day [date]

poetry to be translated by the translator as poetry, is it to appear in the original language with a prose translation, or will the translator make use of an earlier translation? Are quotations from works in copyright to be taken from earlier translations or translated anew by the translator? Publishers should undertake to obtain all necessary permissions for the use of translations already in copyright or for the translator to make his or her own translation of the copyrighted work. If a translation is to be subject to approval by the original author, this should also be stated in the contract. ESSENTIAL PROVISION. Without a liability clause, a translator might be held legally

responsible for the opinions and prejudices

expressed in the underlying work, which he or she

has agreed to translate faithfully and correctly.

Notes

preparing the final manuscript." Use of a computer disk, in addition to (or perhaps in place of) the traditional manuscript is increasingly common. If the publisher does require a disk, its expense is most often borne by the translator alone, like that of

Self-explanatory. Note that if the original text

contains poetry or quoted material from other works

in copyright, mention should be made of the form to

be given such translations. For example, is the

preparing the final manuscript.

- dollars] for the translation. The Translator shall paid to a translator could be either the usual receive [X dollars] upon signature of this contract by advance against royalties that any author is paid, both parties, and the remainder due shall be paid with additional payments to be made when earned; upon delivery and acceptance of the completed or the full payment in the case of a work made for hire. Since the latter is likely to be considered a one-time expense by a publisher, it is likely to be greater than an advance against royalties (although in most cases, this provision is purely symbolic). A translator may be given a one-time payment but still be considered an author and not the employee of a work made for hire. In other words, the method and manner of payment do not determine whether the translation is a work for hire. A work-for-hire situation is created only if both parties agree that that is their intent and use the term "work for hire" in their agreement. An alternate wording for the royalty clause is shown

in section 5 of the Model Contract provisions. The new clause is structured so that translators will receive a fee (which should not be considered an "advance") as well as royalties, such royalties being paid on all copies of the work sold. The Translation

negotiating "advances" and royalties as separate contract items. (See the section What Do You Want for a discussion of methods of royalty

The manner of payment may vary from contract to contract, but the Translation Committee is strongly in favor of an advance payment on signature of approximately one half of the estimated total. In the case of a lengthy work, an interim payment might also be included, with the remainder payable on

Committee advocates that translators

payments.)

submission and acceptance. All such provisions are open to negotiation, and translators are urged to ask for inclusion of provisions that will be most favorable to them. As it stands, paragraph 4 represents the usual wording of such a provision. The expression "upon signature" is generally interpreted rather freely by publishers to mean "within a reasonable period of time." While it may not be essential that the translator receive payment the day the contract is signed by both parties, it is unreasonable to expect the translator to wait several weeks before payment is made. Translators should make it clear that—unless otherwise agreed—they will only begin a translation once the initial payment

is received. This period must be taken into account

The matter of royalties is something no translator.

should fail to raise. In most European countries and Japan, the translator is entitled by law to royalties

and is given them automatically. The royalties to the translator are derived from those paid the original

author under the author's agreement with the

publisher. Royalty rates for paperbacks tend to be

when determining deadlines.

lower than for hardcover.

Publishers in the United States are still often unwilling to grant royalties to the translator, commonly on the pretext that to do so would be a further financial burden added to the already high costs they must pay the foreign publisher for permission to publish the work in translation. The Committee feels that this argument is specious, since the translator's royalties derive from those paid the original author. The Committee is of the opinion that most authors would be willing to share royalties with translators were the question put to The alternate clause shown in brackets (marked with an asterisk) represents an innovative approach

to contract negotiation, and the Committee would urge translators to implement it whenever practical. In this case, the translator would receive a fee for the work as well as a royalty on all copies of the work sold. The translator's fee would not be an "advance" against royalties as is customary. Rather, a royalty percentage (for example, 2% to 5%) would be paid to the translator on all copies of the book sold, beginning with the first copy. Because print runs for translations are modest and royalties small, it is rare for a translator to earn back an advance and begin receiving income from

If the alternate royalty clause is used, the word "advance" should not be used in paragraph 4 (and subsequent paragraphs) of the contract to avoid confusion with the conventional advance/royalty

5a. This is a standard clause for creating a work-for-

hire relationship for a translation. Copyright law permits translations to be "works for hire" and

requires that the parties use those precise words

royalties under the standard clause.

clause.

concerned.

contract without paragraph 8.

continuing control of their work.

for work as a collaborator or author.

before such a legal relationship is created. As noted above, the method of payment does not determine whether the translator is an employee, and he or she may still obtain later payments or royalties in a work-for-hire situation. But the translator is not considered the "author" of the work for other purposes under the law, such as copyright renewal or termination. This is a standard feature of contracts with authors, and the translator should receive the same courtesy. ESSENTIAL PROVISION. Most contracts do not contain this provision, and fortunately it is rarely necessary. However, some translators have

encountered problems such as those dealt with

here, especially when the author of the original work retains the right to review the translation. The issue

involved is the delicate one of the "moral rights" of

the author conflicting with the "paternity rights" of

the translator, as defined under the Berne Convention (see Preface to the Contract). The Committee feels that the solution set forth in this provision would be the most equitable for all

Should paragraph 7 of the contract be included,

paragraph 8 must follow. For the translator's protection, however, it might be included in the

ESSENTIAL PROVISION. The Committee

suggests that the following sentence also be

included, although the necessity for it does not

often arise: "Should the Publisher issue a second

edition of the work within the copyright period or should publication rights pass to another publisher and a new edition be prepared within the copyright period, the Translator will be given the opportunity to make such changes as he or she deems necessary to improve or correct the original translation." The inclusion of this provision would offer additional protection to translators and would give them

Copyright is an area in which many publishers

have been unwilling to recognize the translator as

having contributed anything other than work for hire.

However, the translator's copyright in a translation is

subject to the permission of the holder of the

original copyright (the author or publisher), legally a

"derivative right," and it is for that reason largely a matter of the translator's receiving due recognition

10a. In a work for hire, the publisher is the owner of

the translation and is therefore entitled to its

- Should paragraph 9 be included, this paragraph. must follow. As owner of the translation copyright, the translator is still the possessor of a derivative right, that is, bound by the copyright holder of the original work and the inherent necessary permissions. Some understanding should be reached with the publisher regarding the meaning of "out of print" used in the contract. The expression has been variously interpreted to mean that a book is no longer listed in Books in Print, that a publisher retains only a small number of copies of the book (less than 50, for example), etc.
- as a whole, and strongly urges all translators to insist on its inclusion in any contract with a publisher. (See the section What Do You Want? for a discussion of the related topics of Library of Congress and database listings.)
- of translators and the profession of translation.

The above sum shall be considered as an advance against a royalty of [X percent], based on

the retail sales price of the hardcover edition and its net sales. The Translator shall also receive a royalty

of [X percent] on any paperback edition. The share of subsidiary rights income payable to the

Translator shall be proportionate to his or her share

of the hardcover royalties due the author. The Translator shall receive accounting statements from the Publisher under the same schedule as for the

*[Alternate wording: In addition, the Translator shall

receive a royalty of [X percent] on all sales of the

book, based on the retail sales price of the hardcover edition and its net sales. The Translator

shall also receive a royalty of [X percent] on all

paperback sales of the book, based on the retail

sales price of the paperback edition and its net

sales. The share of subsidiary rights income

payable to the Translator shall be proportionate to his or her share of the hardcover royalties due the author. The Translator shall receive accounting

statements from the Publisher under the same

schedule as for the original author.]

original author.

5a. The parties agree that the translation at issue shall be considered a work made for hire within the meaning of U.S. copyright law and that the Publisher shall therefore be considered the "author" of the translation for all purposes under the law. Unless otherwise stated, the payments specified in paragraph 4 above shall be considered the total amount to be received by the Translator for his or her efforts in effecting the translation and conveying the rights at issue.

On first publication of the English translation, the

Publisher shall give the Translator ten (10) free

copies of the work, and the Translator may

purchase additional copies at a discount of forty

Should the translation as submitted be deemed

unsatisfactory by the Publisher, the Translator may

ask that the translation be submitted to examination

by a three-member panel of qualified translators,

one member to be chosen by the Translator, one by

the Publisher, and the third member by the two panel members thus designated. The costs of such

arbitration will be borne by the Publisher, and the

In the event the final translation is found to be

unacceptable, the Translator shall receive one half

of the remaining moneys due and the present contract will henceforward be deemed null and void.

The Translator shall be given the opportunity and

reasonable time to examine and approve the

copyedited manuscript, as well as the galley proofs

percent from the suggested retail price.

panel's findings will be binding.

and page proofs of the translation, and to make any necessary changes therein, such approval not to be unreasonably withheld.

The translation will be copyrighted by the

Publisher in the Translator's name, and the

Translator hereby assigns his copyright to the

Publisher for the term of the copyright, granting the

Publisher the exclusive right to reproduce, publish,

and sell the translation in whole or in part

10a. The translation, being a work made for hire, will

be copyrighted in the Publisher's name.

throughout the world.

- 11. All rights to the translation will revert to the Translator sixty days after the original author and the Translator are notified by the Publisher that the book is declared out of print.
- jacket front or front cover of the book, on the title page, and in all publicity and advertising copy released by the Publisher, wherever the author's name appears, in a type size not smaller than 75 percent of that for the author's name.
- express agreement of both parties in writing.
- ESSENTIAL PROVISION. The Committee considers this provision essential to avoid potential disputes in the event a book is canceled by either party at any time before completion. The Translation Committee would add that all the terms of any contract are always open to negotiation between translator and publisher. Asking for as many of these suggested provisions as possible in all cases will help improve the status
- this agreement at [place] on [date].

[Translator's signature]

[Publisher's signature]

Copyright @ 1971, 1981, 1983, 1985, 1991, 1995, 1999 by PEN American Center

All rights reserved.

This contract may be cancelled only by the In witness whereof, the parties hereto have signed

11a. Furthermore, the Publisher shall inform and make available for purchase to the Translator any unsold books at or below manufacturing cost (defined as the cost of paper, printing, and binding).

The Translator's name shall appear on the 12. ESSENTIAL PROVISION. The Committee

copyright.

considers this provision essential not only for the sake of individual translators but for the profession

A Handbook for Literary Translators Table of Contents | PEN home page



Selected Resources Readings

A Handbook for Literary Translators

Books (1959-1998)

Robert M. Adams, Proteus, His Lies, His Truth: Discussions of Literary Translation. New York: Norton, 1973. Ronnie Apter, Digging for the Treasure: Translation After Pound. New York: Paragon House, 1987.

William Arrowsmith and Roger Shattuck, eds., The Craft and Context of Translation: A Critical Symposium. Austin: University of Texas Press, 1961.

Mona Baker, ed., Encyclopedia of Translation Studies. London: Routledge, 1998.

Willis Barnstone, The Poetics of Translation. New Haven: Yale University Press, 1993.

Susan Bassnett-McGuire, Translation Studies, revised edition. London: Routledge, 1991.

, Translating Literature. Woodbridge, UK and Rochester, NY: Boydell & Brewer, 1997.

Susan Bassnett and André Lefevere, Constructing Cultures: Essays on Literary Translation. Valley Cottage, NY: Multilingual Typesetting, 1998. Ben Belitt, Adam's Dream: A Preface to Translation. New York: Grove, 1978.

John Biguenet and Rainer Schulte, eds., The Craft of Translation. Chicago: University of Chicago Press, 1989. Reuben Brower, Mirror on Mirror: Translation, Imitation, Parody. Cambridge, MA: Harvard University Press, 1974.

, ed., On Translation. Cambridge, MA: Harvard University Press, 1959. This landmark anthology includes Bayard Quincy Morgan's critical bibliography of works on translation (from 46 BC. to 1958)-an essential map of the field.

Andrew Chesterman, Readings in Translation Theory. Helsinki: Finn Lectura, 1989. Donald Davie, Poetry in Translation. Milton Keynes, UK: Open University Press, 1975.

Encyclopedia of Literary Translation, (2 vols.) edited by Olive Classe. Chicago: Fitzroy Dearborn, 1998. John Felstiner, Translating Neruda: The Way to Macchu Picchu. Stanford, CA: Stanford University Press, 1980.

William Frawley, ed., Translation: Literary, Linguistic, and Philosophical Perspectives. Newark, NJ:

University of Delaware Press, 1984.

Edward Gentzler, Contemporary Translation Theories. New York: Routledge, 1993. Joseph F. Graham, ed., Difference in Translation. Ithaca, NY: Cornell University Press, 1985.

Lillebill Grahs and Gustav Korlen, eds., Theory and Practice of Translation. New York: Lang, 1978.

Lenore A. Grenoble and John M. Kopper, Essays in the Art & Theory of Translation. Lewiston, NY: Edwin Mellen Press, 1997.

Theo Hermans, ed., The Manipulation of Literature: Studies in Literary Translation. New York: St. Martin's, 1985. Douglas R. Hofstadter, Le Ton Beau de Marot: In Praise of the Music of Language. New York: Basic

Books, 1997. James S. Holmes, Translated!: Papers on Literary Translation and Translation Studies. Amsterdam: Rodopi Holland, 1988.

James S. Holmes, José Lambert, and Raymond van den Broeck, eds., Literature and Translation: New

Perspectives in Literary Studies. Leuven, Belgium: Acco, 1978. David Homel and Sherry Simon, eds., Mapping Literature: The Art and Politics at Translation, Toronto: University of Toronto Press, 1988.

Edwin Honig, The Poet's Other Voice: Conversations on Literary Translation. Amherst: University of Massachusetts Press, 1985.

David Johnston, ed., Stages of Translation: Translators on Translating for the Stage. New York: Theatre Communications Group, 1996. Louis G. Kelly. The True Interpreter: A History of Translation Theory and Practice in the West. Oxford: Blackwell, 1979.

University Press of America, 1984. André Lefevere, Translation, Rewriting, and the Manipulation of Literary Fame. New York: Routledge, 1992. , Translation/History/Culture: A Sourcebook. New York: Routledge, 1992.

Mildred L. Larson, Meaning-Based Translation: A Guide to Cross-Language Equivalence. Lanham, MD:

, Translating Literature: Practice and Theory in a Comparative Literature Context. New York: Modern Language Association, 1992. Suzanne Jill Levine, The Subversive Scribe. St. Paul, MN: Graywolf, 1991. Joseph L. Malone, The Science of Linguistics in the Art of Translation. Albany: State University of New

Rachel May, The Translator in the Text: On Reading Russian Literature in English. Chicago:

Northwestern University Press, 1994.

University of New York Press, 1980.

Derrida. Chicago: University of Chicago Press, 1992.

revised edition 1993 (original edition 1975).

Gruyter, 1971.

1995.

Press, 1989.

Babel (Budapest, 1955-)

Meta (Montreal, 1956-)

Victor Proetz, The Astonishment of Words. Austin: University of Texas Press, 1971. Burton Raffel, The Art of Translating Prose, University Park: Pennsylvania State University Press, 1994. , The Art of Translating Poetry, University Park: Pennsylvania State University Press, 1988.

_, The Forked Tongue: A Study of the Translation Process. Hawthome, NY: Mouton de

York: Penguin, 1988. Douglas Robinson, The Translator's Turn. Baltimore: Johns Hopkins University Press, 1991. , What Is Translation?: Centrifugal Theories, Critical Inventions. Kent, OH: Kent State University Press, 1997.

Marilyn Gaddis Rose, ed., Translation Spectrum: Essays in Theory and Practice. Albany: State

Rainer Schulte and John Biguenet, eds., Theories of Translation: An Anthology of Essays from Dryden to

George Steiner, After Babel: Aspects of Language and Translation. London: Oxford University Press,

Gideon Toury, In Search of a Theory of Translation. Jerusalem: Porter Institute, 1980.

, Becoming a Translator. New York: Routledge, 1998.

Barbara Reynolds and William Radice, eds., The Translator's Art: Essays in Honor of Betty Radice. New

, The Translator's Invisibility: A History of Translation. New York: Routledge, 1995. , The Scandals of Translation: Towards an Ethics of Difference. London: Routledge, 1998. J. P. Vinay and J. Darbelnet, Stylistique comparée du français et de l'anglais, Paris: Didier, 1958.

Rosanna Warren, ed., The Art of Translation: Voices from the Field. Boston: Northeastern University

Daniel Weissbort, ed., Translating Poetry: The Double Labyrinth. Iowa City: University of Iowa Press,

Robert Wechsler, Performing Without a Stage: The Art of Literary Translation. North Haven, CT, 1998.

Frederic Will, The Knife in the Stone: Essays in Literary Theory. The Hague: Mouton, 1973.

The World of Translation. New York: PEN American Center, 1987 (rev. of original 1971 ed.).

Delos (Gainesville, FL, 1992- : College Park, MD, 1988-1991: Austin, TX, 1968-1971)

Exchanges (Iowa City, IA, 1990-) [http://www.uiowa.edu/~translab/exchanges.html]

Poetry World (London, 1965—; until 1986 called Modern Poetry in Translation)

Aviv University; University of Leuven; Philadelphia: John Benjamins, 1989-)

Translation Review (Dallas, 1978–) [http://www.utdallas.edu/research/cts/tr/]

The Translator's Home Companion, http://www.rahul.net/lai/companion.html

Richardson, TX 75083-0688 [http://www.utdallas.edu/research/cts/alta.html]

22202-3413, e-mail: <u>ata@atanet.org</u> [<u>http://www.atanet.org</u>]

245, B-9110 Ghent, Belgium [http://www.fit-ift.org/]

Avenue at 138th Street, New York, NY 10031

University Center, New York, NY 10036

Richardson, TX 75083-0688

CV4 7AL, England

Bachelor's Programs

Certificate Programs

comprehensive overview.

Binghamton, Binghamton, NY 13902-6000.

York, NY 10027

CA 90840

10003

Master's Programs

In Other Words (Translators Association, London 1993-)

International Quarterly (Tallahassee, FL, 1993-)

Language International (Lee ds, England, 1989-)

Metamorphoses (Amherst, MA, 1992-)

Translation (New York, 1972-1994)

Lawrence Venuti, Rethinking Translation: Discourse, Subjectivity, Ideology. New York: Routledge, 1992.

, Descriptive Translation Studies & Beyond. Erdenheim, PA: John Benjamins North America,

Journals ATA Chronicle (Arlington, VA, 1972–)

The Translator (London: St. Jerome Publishing, 1995-) Two Lines (Stanford, CA, 1994–) Web sites

Professional Organizations

American Literary Translators Association (ALTA), University of Texas at Dallas, Box 830688,

Literary Translators Association, 3825 Lacombe, Montreal, Quebec PQ H3T 1M3, Canada

The Translators Association, 84 Drayton Gardens, London SW10 9SD, England

American Translators Association (ATA), 1735 Jefferson Davis Highway, Suite 903, Arlington, VA

International Federation of Translators (Fédération Internationale des Traducteurs, FIT), Heiveldstraat

University Programs, Centers, and Residencies*

University Programs

MA, Creative Writing (Translation): Division of the Humanities, City College of New York, Convent

MA, Liberal Studies, with Specialization in Translation: City University of New York, Graduate School &

MA (and Ph.D.), Arts and Humanities, with Concentration in Translation: University of Texas at Dallas,

MA, Translation Studies: University of Warwick, Graduate School of Comparative Literature, Coventry

BA, French, Major in Translating Literature: Barnard College, Columbia University, 3009 Broadway, New

BA, Spanish, Option in Translation: California State University, 1250 Bellflower Boulevard, Long Beach.

Certificate in Translation Program, New York University, 48 Cooper Square, Room 107, New York, NY

* For information about other university programs offering courses in literary translation see William M. Park, Translator and Interpreter Training in the USA: A Survey (Alexandria, VA: American Translators Association 1993). Also "Translation Programs Around the World" at http://pages.nyu.edu/~rb28 for a

Centers

British Centre for Literary Translation, School of Modern Languages and European History, University of

Center for Translation Studies, University of Texas at Dallas, P.O. Box 830688, Richardson, TX 75083-0688

Centre for Translation and Language Studies, Department of Linguistic and International Studies,

Monterey Institute of International Studies, Division of Translation and Interpretation, 425 Van Buren

Residencies

Translation Research and Instruction Program, P.O. Box 6000, State University of New York at

Target: International Journal of Translation Studies, edited by Gideon Toury and José Lambert (Tel

MFA, Literary Translation: University of Arkansas, Fayetteville, AR 72701 MFA, Translation: University of Iowa, Iowa City, IA 52242

http://www.warwick.ac.uk/postgrad/arts/cbccs/dis-trans-studies.html

East Anglia, Norwich NR4 7TJ, England Center for Research in Translation, State University of New York at Binghamton, P.O. Box 6000, Binghamton, NY 13902-6000

Centre Jacques-Amyot, 18, rue Théodore-Deck, 75015 Paris, France.

University of Surrey, Guilford GU2 5XH, England

The Adamant Program, P.O. Box 73, Adamant, VT 05640

Casa del Traductor, Borja 7, Casa 4, 50500 Tarazona, Spain

Djerassi Foundation, 2325 Bear Gulch Road, Woodside, CA 94062

Headlands Center for the Arts, 944 Fort Barry, Sausalito, CA 94965

Millay Colony for the Arts, Steepletop, P.O. Box 3, Austerlitz, NY 12017

Ragdale Foundation, 1260 North Green Bay Road, Lake Forest, IL 60045

Nancy Hanks Center, 1100 Pennsylvania Avenue, NW, Washington, DC 20506

Nancy Hanks Center, 1100 Pennsylvania Avenue, NW, Washington, DC 20506

Ucross Foundation, U.S. Highway 14-16E, Clearmont, WY 82835

MacDowell Colony, 100 High Street, Peterborough, NH 03458

Collegio dei Traduttori Letterai, Procida, Italy

Dorset Colony, Box 519, Dorset, VT 05251

Hambidge Center, P.O. Box 339, Rabun Gap, GA 30568

Centrum, Fort Worden State Park, P.O. Box 1158, Port Townsend, WA 98368

Europäisches Übersetzer-Kollegium, Kuhstraße 15-19, D-476282 Straelen, Germany

International Retreat for Writers at Hawthornden Castle, Lasswade, Midlothian EH18 1EG, Scotland

Northwood University, Alden B. Dow Creativity Center, 3225 Cook Road, Midland, MI 48640

Altos de Chavon, Apartado Postal 140, La Romana, Dominican Republic

Street, Monterey, CA 93940

Avenue, Cambridge, MA 02138

France.

France

libraries.]

Books in Print (New York: Bowker, 1948-)

Humanities Index (New York: Wilson, 1974-)

Index Translationum (Paris: UNESCO, 1949-)

Contemporary Fiction, Poetry, and Non-Fiction

to illness, misfortune, or temporary emergency

book of contemporary Italian poetry

translating literary works written in Danish

translations of poetry are eligible

century Italian literature

book of French literature

literary works into English

translations of fiction are eligible

of unpublished one-act plays

translated from any language other than German

research in Central and Eastern Europe and Eurasia

and expands its English-language audience

"promoting the translation of works written for children"

writer living in New York, New Jersey, or Connecticut

either classic or modern works from many languages

to the present

contemporary)

criticism, philology, or literary theory

poetry, drama, and creative nonfiction) from other languages into English"

NEH Translation Grant (annual), from the National Endowment for the Humanities, for scholarly

translations into English of works providing insight into the literature of other cultures from ancient times

Nordmanns-Forbundet's Translation Grants (annual), from the Office for Norwegian Literature Abroad (NORLA), made to publishing houses introducing Norwegian fiction or poetry in translation (preferably

suffered a financial emergency as a result of illness or injury

literature

or poetic drama

preparation for a book

modern Scandinavian author

of German literature

program

a book of poetry

British Museum Catalog [lists all books published in Great Britain]

Library of Congress Catalog (Ann Arbor, MI: Edwards, 1950-)

OCLC (On-line College Library Center, a bibliographic database)

National Union Catalog (Chicago: American Library Association, 1968-)

Bellagio Study and Conference Center, The Rockefeller Foundation, 420 Fifth Avenue, New York, NY 10016 Blue Mountain Center, Blue Mountain Lake, NY 12812 British Centre for Literary Translation (address above)

Bunting Fellowship Program, The Mary Ingraham Bunting Institute, Radcliffe College, 34 Concord

The Camargo Foundation, c/o Jane Viggiani, 64 Main St., East Haddam, CT 06923, for residency in Cassis,

Collège International des Traducteurs Littéraires (CITL), Espace van Gogh, 14, rue Molière, F-13200 Arles,

Villa Montalvo Artist Residency Program, P.O. Box 158, Saratoga, CA 95071 Helene Wurlitzer Foundation of New Mexico, Box 545, Taos, NM 87571 Yaddo, Box 395, Saratoga Springs, NY 12866

Information on Publication Status of Translations†

†For informative articles on the subject of OCLC and the newer bibliographic utilities EPIC (which provides subject access to the OCLC database) and RLIN, see Larry Stephen Perry's two-part "Lost in Translation: A Guide to Finding Literary Translation," in Translation Review 28 (1988) pp. 7-9; and "A

Prizes, Grants, and Awards‡

Supplemental Guide to Locating Translations," in Translation Review 38/39 (1992), pp. 3-6.

Aga Khan Prize for Fiction (annual), from The Paris Review, for a short story manuscript

ALTA Endowment Scholarships (annual), from the American Literary Translators Association, to

Association, up to ten books or anthologies honored in the categories of Literature of the Past,

length translation of Arabic poetry and the best book-length translation of Arabic prose

subsidize the participation of beginning translators of extraordinary merit at future ALTA conferences

ALTA Outstanding Literary Translations of the Year (annual), from the American Literary Translators

American Council of Learned Societies (annual), offers grants for translators when doing research in

Annual Award for Arabic Literature (annual), from the University of Arkansas Press, for the best book-

ASF Translation Prize (annual), from the American-Scandinavian Foundation, for a literary work by a

ATA Student Grants-in-Aid (annual), from the American Translators Association, for a translation

ATA German Literary Translation Prize (biennial), from the American Translators Association, for a book

project that shows publication potential: preference given to students currently enrolled in a translation

Author's League Fund (annual), provides interest-free loans for published translators in need of help due

Alice Hunt Bartlett prize (annual), from the Poetry Society, National Poetry Centre (United Kingdom), for

Mildred L. Batchelder Award (annual), from the Association for Library Service to Children/American Library Association, to an American publisher, for a children's book of the previous year published in a

Binational Commission (Fulbright) Scholarships (annual), for study and in research in Denmark for

RLIN [Research Libraries Information Network, a computerized catalog of holdings at major research

United States-France Artist Exchange Fellowships, National Endowment for the Arts, Literature Program,

United States-Japan Artist Exchange Fellowships, National Endowment for the Arts, Literature Program,

graduate students British Comparative Literature Association Awards (annual), for best literary translation from any language. BCLA also awards several Special Prizes for Literary translation from Swedish (biennial), Persian (biennial), Hebrew, Yiddish, and Other Languages on a Jewish Theme (annual) and Chinese (annual)

Witter Bynner Foundation for Poetry (annual), offers grants in support of poetry translation

"promoting the standing and reputation of the translating profession on an international level"

Pierre-François Caille Memorial Medal (triennial), from the International Federation of Translators, for

Dino Campana Translation Prize (annual), from the Italian Cultural Institute of New York, in collaboration with the Department of Italian and Casa Italiana Center for Italian Studies, Columbia University, for a

Canada Council Translation prize (annual), from the Canada Council, for a book of French-Canadian

Carnegie Fund for Authors (annual), offers grants-in-aid to qualified, published translators who have

Colladay Awards (annual), from Quarterly Review of Literature, for a book-length manuscript of poetry

Crossing Boundaries Writing Awards (annual), from International Quarterly, four awards for

Finnish Literature Information Center Grants (annual), for the translation of Finnish writers

into English by a translator either born or resident for two consecutive years in Texas

Fulbright Grants (annual), from Institute of International Education

length publication in Canada of a French work in English translation

Iceland Ministry of Education (annual), for advanced study and research

Japan Foundation Fellowships (annual), to pursue creative projects in Japan

Alfred Jurzykowski Foundation Award, (annual), for translations of Polish literature

Danish Translation Grant (ongoing), from the Danish Ministry of Cultural Affairs; translator's fee for

Terrence Des Pres Prize for Po etry (biennial), from Triquarterly, Northwestern University, book-length

FNALS Prize (annual), from the University of Turku and the Finnish North American Literature Society, for the best translation of poetry, fiction, drama, or literary prose written by a Finnish author in the prior

John Florio Prize (biennial), from The Translators Association (United Kingdom), for a book of twentieth-

Soeurette Diehl Fraser Award (annual), from Texas Institute of Letters, for the best translation of a book

French-American Foundation Translation Prize (annual), from the French-American Foundation, for a

Friendship Commission Prize for the Translation of Japanese Literature (annual), from the Donald Keene Center of Japanese Culture, Columbia University, for a book or book manuscript of Japanese literature

Fulbright Program in Hungary (annual), grant from the Council for International Exchange of Scholars, for

Lewis Galantière prize (biennial), from the American Translators Association, for a book of literary work

John Glassco Translation prize (annual), from the Literary Translators Association (Canada), for a book-

John Simon Guggenheim Memorial Foundation (annual) for research, or exceptional creative ability in the

Inner City Cultural Center Competition (annual), from The Ivar Theater, Los Angeles, open to translations

International Research & Exchanges Board (annual), advanced research grants available to translators for

Gregory Kolovakos Award (biennial), from PEN American Center, for a literary translator, editor, or critic whose work, in meeting the challenge of cultural difference, celebrates the richness of Hispanic literature

Korean Literature Translation Award (biennial), from the Korean Culture and Art's Foundation, for the

Astrid Lindgren Translation Prize (triennial), from the International Federation of Translators, for

Latin American Writers Institute Translation Prize (biennial), from the Latin American Writers Institute, New York City, for an unpublished translation of Spanish poetry or fiction written by an Ibero-American

Lockert Library of Poetry in Translation (annual), from Princeton University Press, for translations of

William Goyen Prize for Fiction (biennial), from Triquarterly, Northwestern University, book-length

a literary translator who wishes to work with Hungarian colleagues on the translation of Hungarian

translations of fiction, essays, poetry, and "crossing boundaries" in any genre

foreign language and country and subsequently published in translation in the United States

Kosciuszko Foundation Scholarships (annual), for candidates specializing in Polish language and literature Harold Morton Landon Translation Award (annual), from the Academy of American Poets, for a book of poetry

best published translation of any literary genre from Korean into another language

Midwestern Translator's Prize (annual), from Goethe-Insitut, Chicago, for translations of poetry, prose, literary essays, plays, children's literature from German into English. Fellowship awarded to translators only from the Midwest for travel in Germany Carl-Bertil Nathhorst Translation Prize (triennial), from the International Federation of Translators, for "promoting translation, improving the quality thereof, and drawing attention to the role of the translator in bringing the peoples of the world together" National Theater Translation Fund (annual), administered by Literary Managers and Dramaturgs of the Americas (CUNY), for translations playable on the American stage, rather than works done for purely literary or archival purposes NEA Fellowship for Translators (annual), from the National Endowment for the Arts, "to enable published translators of creative literatures to set aside time for specific translation projects (fiction,

PEN/Book-of-the-Month Club Translation Prize (annual), from PEN American Center and the Book-of-the-Month Club, for a book-length translation of poetry, fiction, or literary nonfiction from any language, published in the United States during the previous year PEN Award for Poetry in Translation (biennial), from PEN American Center, given in memory of Rae Dalven, for a book-length translation of poetry from any language into English published in the previous two calendar years PEN/Ralph Manheim Medal for Translation (triennial), from PEN American Center, to a translator who has demonstrated an exceptional commitment to excellence throughout his or her body of work

fiction, creative nonfiction, or poetry published in the previous calendar year by a translator living west of the Mississippi River Renato Poggioli Award (biennial), from PEN American Center, for "a promising translator from Italian whose recognition as a translator has not yet been widely acknowledged" Quarterly Review of Literature Awards (annual), from The Quarterly Review of Literature Poetry Series, for poetry translation Bernard Shaw Prize (triennial), from The Translators Association (United Kingdom), for a book of Swedish literature published in the UK

PEN USA West-Elinor D. Randall Translation Award (annual), from PEN Center USA West, for a book of

appearing in the magazine during the previous year Tennessee Arts Commission Writing Fellowships TLS Scott Moncrieff Prize (annual), from the Times Literary Supplement in association with The Translators Association of The Society of Authors (United Kingdom), for a book of twentieth-century French literature

Aldo and Jeanne Scaglione Prize for Literary Translation (annual), from the Modern Language

Association (MLA), awarded in even-numbered years for an outstanding translation into English of a book-length literary work and in odd-numbered years for a book-length work of literary history, literary

Mary Isabel Sibley Fellowships (annual), from Phi Beta Kappa, for advanced study or writing projects dealing with Greek Literature (odd-numbered years) and French literature (even-numbered years)

Vasyl Stus Translation Award (annual), from the publisher of Agni, for the best lyric poem in translation

German literature children's and young-adult literature from German of Dutch and Flemish works of literary merit and general interest.

state arts councils and cultural attachés of foreign embassies. Copyright @ 1971, 1981, 1983, 1985, 1991, 1995, 1999 by PEN American Center

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TLS Schlegel-Tieck prize (annual), from the Times Literary Supplement in association with The Translators Association of the Society of Authors (United Kingdom), for a book of twentieth-century U.S. Translator's Prize (annual), from the Goethe-Institut Chicago, for translations of poetry, prose, plays, Vondel Translation Prize (annual), from The Translators Asssociation, London, for published translations ‡For details, see Grants and Awards Available to American Writers, 20th ed. (New York: PEN American Center, 1998); announcements also appear in ALTA Newsletter (American Literary Translators Association), published three times a year. For information on grants, contact the literature programs of



International PEN's Declaration on the Rights and Responsibilities of Translators

Reaffirming its faith in literary translation as an essential cultural force throughout the world,

Recognizing that translation is a creative art in its own right and that the translator should be treated as an author,

Recalling the international instruments that have been adopted in the field of translation and to defend the rights of translators,

Recalling the work done by the Society of Authors, International Federation of Translators, and other organizations,

Believing in the necessity of strengthening the rights of translators and articulating their responsibilities,

International PEN hereby issues its "Declaration on the Rights and Responsibilities of Translators"

Article 1. The translator is the primary link between the original work and its audience in another language.

Article 2. The recognition of translation as a literary endeavor must constitute the basis of any agreement between translator and publisher.

Article 3. The translator should be treated as an author, and as an author should receive due contractual rights, including copyright.

Article 4. On book jackets, covers, and title pages, as well as publicity materials and library listings, the translators' names must be appropriately displayed.

Article 5. Where possible, a binding contract should be drawn up, in accordance with the laws of the countries involved, between authors/original publishers and translators/publishers.

Article 6. A translator's continuing royalty rights must be respected and payments made accordingly, with or without a contract.

Article 7. Translation of copyrighted works must not be published without the permission of the original authors or their representatives, unless they are inaccessible due to circumstances beyond their control.

Article 8. Translators should respect the original and refrain from making cuts or changes unless such alterations are permitted by the writers or their authorized representatives. Translators' texts must be respected. Except under extenuating circumstances, there should be no editorial changes without translators' consent and approval.

To further the aims of the above "Declaration," International PEN

Calls on its Centers to do everything in their power to implement in their respective countries or regions the principles articulated in the "Declaration,"

Requests its "Translation Committee" to draft "Guidelines for Translation Agreements" and a "Model Contract,"

Invites its Centers and individual members to create and support programs designed to promote literary translation all over the world.

Prepared by the Translation Committee of International PEN and the Translation Committee of PEN American Center, January 1986

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