



edward lipsett • stephen carter • chris ryal

AGREEMENT TO TRANSLATE AND PUBLISH A BOOK

This Agreement is made and entered into by and between _____ ("Author") and Intercom, Ltd. ("Publisher") in connection with the translation and the publication of Author's book entitled " _____ " ("the Work").

1. Author grants Publisher the sole and exclusive right to translate, or in its own judgment to have translated, the Work, into English.
2. The translation shall 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 Japanese into English.
3. Author warrants that
 - (i) the Work is free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts;
 - (ii) the Work does not infringe upon any copyright or proprietary right and does not contain any material of libelous nature;
 - (iii) the Work is not in the public domain and Author is the sole owner and copyright holder of the Work with full power to enter into this Agreement;
 - (iv) if the Work has been previously published in whole or part, Author currently holds all copyrights to the Work and is legally permitted to enter into this Agreement; and
 - (v) Author releases Publisher from any responsibilities relating to any legal actions arising out of the contents of the Work.
4. Publisher guarantees that no material of an objectionable or libelous character not present in the Work will be introduced into the translation. In return, Author shall hold Publisher harmless from all suits and all manner of claims and proceedings or expenses that may be taken against or incurred by Publisher. Provided that the translation contains nothing objectionable or libelous which is not contained in the Work.
5. Author shall be given opportunity to check the translation for correctness and appropriateness prior to publication. After all translation and editorial tasks are complete, and the translation is in its final form and ready for publication, Author may elect to spend up to sixty (60) days checking the translation or having it checked, at Author's cost. Author may choose in advance not to exercise this right, and agree to abide by the editorial decisions of Publisher. Author agrees to abide by the editorial decisions of Publisher, and forgo right to check the translation (yes/no): _____. Initial if yes: _____.
6. Any revisions, additions or deletions Author requests as a result of this checking must be communicated in writing to Publisher, which may, at its choice, implement them as written. In the event a requested change is not made, an explanation of why it was not made shall be furnished in writing. Publisher is under no obligation to implement any such requested changes, but shall make every reasonable effort to comply.
7. To protect Author's rights, Publisher shall clearly indicate on a single line on the copyright page the © copyright mark, the date of publication, and the name specified by Author.
8. Author grants Publisher the sole and exclusive right to publish, distribute, and sell the English version of the Work which is translated into English by Publisher under this Agreement ("English version") in hardcover, trade paperback, mass-market paperback, book club and electronic (ebook) formats in all countries throughout the world.



9. Final decision as to format, copy editing style, illustration, style of printing and binding, title, cover presentation, trade name, trademark, logo, imprint or other identification, date of publication, retail price and all other matters of sale, distribution, advertising and promotion of the English version, shall be made by Publisher, in fair consultation with Author. It is understood that certain features of the book, such as trim size and CMYK process, are stipulated by the contract Publisher holds with its printer and distributor, and as such cannot be considered negotiable.
10. In the event Publisher grants to a third party the right to use the English version for the following, Author shall grant to such third party as the copyright owner of the Work the right to use the Work.
 - a. Braille, large print, and other books for the visually impaired;
 - b. foreign-language rights, specifically excluding English;
 - c. sequel, serial, second serial, and anthology rights; and
 - d. film, television, and other dramatic/performance rights.
11. If it is agreed between Author and Publisher that the Work requires an index, then at Author's choice, said index will be supplied by Author, or Publisher shall engage an indexer and the reasonable costs shall be borne equally by Author and Publisher, Author's share being deducted from the payments due under this Agreement. If it is agreed between Author and Publisher that the Work requires a bibliography and/or footnotes, the same will be Author's responsibility and costs unless otherwise agreed.
12. Author grants Publisher the right and authority to use name as specified by Author on the Work and in all promotion and publicity for the Work in Publisher's sole discretion. Upon request, Author shall provide Publisher with a portrait photograph for use by Publisher and its assigns.
13. Publisher shall complete translation work within () months after this Agreement is signed by all parties, and shall publish the translated Work within () months after Author's check and resulting corrections as per paragraph 6 are completed. If Publisher fails to complete the above works within the above periods, all rights granted hereunder shall revert to Author if requested by Author in writing. Provided, however, that these dates may be changed through the mutual written agreement of Author and Publisher.
14. In consideration of the rights granted to Publisher hereunder, Publisher shall pay to Author the following:
 - a. A royalty on the cover price of English version excluding electronic editions published by Publisher as follows:
 - (i) ___% of retail price (excluding applicable taxes) for trade paperback;
 - (ii) ___% of retail price (excluding applicable taxes) for mass-market paperback; and
 - (iii) ___% of retail price (excluding applicable taxes) for hardcover format.
 - b. A royalty of ___% of net revenues received by Publisher from the sale of electronic editions of the English version (ebooks) in paragraph 8. (Net revenues is defined as the total receipts less any fees paid to distributors or other marketing agents, and applicable taxes.)
 - c. ___% of net revenues received by Publisher from the license of the English version stipulated in paragraph 10. (Net revenues is defined as the total receipts less any fees to agents, applicable taxes, or similar expenses.)
15. Author agrees not to publish another book in a competing market under the same Japanese or English title, or containing the translation as a whole, as long as this Agreement is in force.
16. Author shall receive five (5) free Author's copies of any paperbound edition and two (2) free Author's copies of any hardcover edition within thirty (30) days of the date they are available for general sale. Author may purchase additional copies of any editions of the English version published by Publisher, if desired, at a ___% discount off cover price, plus shipping costs and applicable taxes. Royalties will be paid on all copies of the English version Author purchases. Royalties will not be paid on free Author's copies.
17. Royalties on the English version shall be accounted twice annually, every June and December, by Publisher so long as the book is available for sale, so long as there is a minimum of ¥10,000 (TEN THOUSAND YEN) or equivalent in other currency in royalties due Author. If there is less than ¥10,000 (TEN THOUSAND YEN) or equivalent in other currency due Author, the amount due may be held over until such time as there is an amount equal to or in excess of ¥10,000 (TEN THOUSAND YEN) or equivalent in other currency due Author.



18. The term of this Agreement shall be for four (4) years. This Agreement shall automatically be extended at the end of those four (4) years and shall continue indefinitely until and unless a party gives written notice at least three (3) months prior to the end of the term that it wishes to terminate this Agreement. Three (3) months after receipt of notice of termination, Publisher shall cease to publish the English version. Provided, however, that Publisher shall have the right to sell whatever inventory remains on hand. Distributor shall continue to pay all royalties due Author from sublicensed editions, as stated in paragraph 10, if any, so far as a third party continues to use the English version. The contract terms covering sublicensed editions as stated in paragraph 10 shall remain in effect until such contract is terminated, even if this Agreement is terminated.
19. Publisher shall not be responsible for loss or damage to any of Author's property in its possession or in the possession of its contractors, or to anyone to whom delivery is made with Author's consent. Author shall retain copies of the manuscript (and related materials) for Author's own protection.
20. This Agreement may not be assigned or transferred to any third party, or disposed of in any other fashion, in whole or in part, without the prior written consent of all parties hereto. Author shall not assign or transfer to any third party, or dispose of in any other fashion, whole or part of his/her copyright of the Work, without the prior written consent of Publisher.
21. This Agreement shall be binding upon the heirs, successors, personal representatives and the foregoing respective assigns of Author and Publisher; and references to Author and Publisher shall include such heirs, successors, personal representatives and such assigns.
22. Regardless of its place of execution, this Agreement shall be governed by and interpreted under the laws of Japan.
23. The parties hereto hereby agree that the Fukuoka District Court shall have an exclusive jurisdiction over any suit in connection with this Agreement.
24. The foregoing supersedes any and all previous understandings, constitutes the sole and complete agreement between the parties hereto. This Agreement may not be altered or cancelled without the prior written consent of both parties.

In witness whereof, the parties hereto have signed this Agreement on the dates below.

Author _____

Publisher _____

Edward Lipsett
Representative Director
Intercom, Ltd.

Date: _____

Date: _____