



edward lipsett • stephen carter • chris ryal

AGREEMENT TO TRANSLATE A BOOK ENTITLED: "(title)"

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

1. Publisher hereby requests Translator to translate the Work into English and Translator accepts to do such translation in accordance with the terms and conditions hereof.
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. Translator guarantees to Publisher that no material of an objectionable or libelous character not present in the Work will be introduced into the translation. In return, the Publisher shall hold Translator 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.
4. Translator shall submit the translation in accordance with the following schedule:
 - a. Draft translation of at least 50% of the Work due by _____
 - b. Draft translation of the entire material of the Work due by _____
 - c. Corrected and edited version of the translation of the entire material of the Work due by _____ (the First Submission of Translation).
5. Each submission shall be checked and/or edited by Publisher, which may request revisions, additions or deletions to the submitted material. Translator is under no obligation to implement these revisions, additions or deletions as directed, but Publisher reserves the right to cancel this Agreement if Translator fails to do so.
6. The Second Submission of Translation, reflecting the revisions, additions or deletions of Paragraph 5 above, is due by _____. This submission may be checked and/or edited by Publisher, which may request revisions, additions or deletions to the submitted material. This step may be repeated any number of times until Publisher and Translator agree that translation is complete.
7. Should the translation as submitted be deemed unsatisfactory by Publisher, Translator may ask, in writing and within thirty (30) days of notice of that decision, that the translation be submitted to examination by a three-member panel of qualified translators, one member to be chosen by Translator, one by Publisher, and the third member by the two panel members thus designated. The costs of such arbitration will be borne by Publisher, and the panel's findings will be binding.
8. In the event the final translation is found to be unacceptable by Publisher, this Agreement will henceforward be deemed null and void, all Submissions shall be returned to Translator or destroyed.
9. If it is agreed between Translator and Publisher that the English version requires an index, then at Translator's choice, said index will be supplied by Translator, or Publisher shall engage an indexer and the reasonable costs shall be borne equally by Translator and Publisher, Translator's share being deducted from the payments due under this Agreement. If it is agreed between Translator and Publisher that the English version requires a bibliography and/or footnotes, the same will be Translator's responsibility and costs unless otherwise agreed.
10. Translator hereby warrants to Publisher that the translation has been created by Translator, and that Translator is the sole and exclusive owner of the rights to the English version to be transferred to Publisher under this Agreement.



11. Translator hereby grants Publisher the right and authority to use Translator's name on translation and in all promotion and publicity for translation in Publisher's sole discretion. Upon request, Translator shall provide Publisher with a photograph of Translator for use by Publisher and its assigns.
12. Translator shall transfer to Publisher the copyright to the English version (including the rights stipulated in Articles 27 and 28 of the copyright law of Japan) and Publisher shall pay to Translator the following transfer amount including the remuneration for the translation work.
Translator shall receive an advance of [X yen]. Translator shall receive [X yen] within thirty (30) days of signature of this Agreement by both parties, and the remainder due shall be paid upon delivery and acceptance of the completed translation.
13. Translator agrees not to publish or allow to be published another book in a competing market under the same title or containing the English version as a whole as long as this Agreement is in force.
14. Translator shall receive two (2) free Translator's copies of any paperbound edition and two (2) free Translator's copies of any hardcover edition within thirty (30) days of the date they are available for general sale. Translator 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.
15. Publisher shall not be responsible for loss or damage to any of Translator's property in its possession or in the possession of its contractors, or to anyone to whom delivery is made with Translator's consent. Translator shall retain copies of the manuscript (and related materials) for Translator's own protection.
16. The provisions herein shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and assigns.
17. Regardless of its place of execution, this Agreement shall be governed by and interpreted under the laws of Japan.
18. The parties hereto hereby agree that the Fukuoka District Court shall have an exclusive jurisdiction over any suit in connection with this Agreement.
19. 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.

Translator _____

Publisher _____

Edward Lipsett
Representative Director
Intercom, Ltd.

Date: _____

Date: _____