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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 and the publication 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. Translator grants Publisher the sole and exclusive right to publish, distribute, and license the English version of the Work which is translated into English by Translator under this Agreement ("English version") in hardcover, trade paperback, mass-market paperback, book club and electronic (ebook) formats, in all countries throughout the world.
3. 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.
4. 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, 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.
5. 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).
6. 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. No changes shall be effected by Publisher in the translation, including its title, without the explicit written approval of Translator.
7. The Second Submission of Translation, reflecting the revisions, additions or deletions of Paragraph 6 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.
8. 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.
9. 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.
10. 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.
11. Translator shall be given the opportunity and reasonable time to examine and approve the copyedited manuscript, as well as the galley proofs and page proofs of the translation, and to make any necessary changes therein, such approval not to be unreasonably withheld.



12. Publisher agrees to publish the English version within twelve (12) months of the date of receipt of the Final Submission of translation; if Publisher fails to publish translation within the above period, all rights granted hereunder shall revert to Translator if requested by Translator in writing.
13. To protect Translator's rights, Publisher shall clearly indicate on a single line on the copyright page the name specified by Translator, the date of publication etc.
14. In the event Publisher grants to a third party the right to use the English version for the following, Translator shall grant to such third party as the copyright owner of the English version the right to use the English version.
 - a. Braille, large print, and other books for the visually impaired.
 - b. Foreign language book and serial rights, specifically excluding Japanese and English.
 - c. Serial, second serial, and anthology rights.
 - d. Film, television, and other dramatic/performance rights.
15. Translator hereby warrants to Publisher that the translation has been created by Translator, and that Translator has the full power to grant the rights herein to Publisher.
16. 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. The Translator's name (or pseudonym as directed in writing by Translator) shall appear on the jacket front or front cover of the book, on the title page, and in all publicity and advertising copy released by Publisher, wherever the author's name appears, in a type size not smaller than 75 percent of that for the author's name. Upon request, Translator shall provide Publisher with a photograph of Translator for use by Publisher and its assigns.
17. In consideration of the translation work and the rights granted to Publisher, Publisher shall pay to Translator the following:
 - a. Translator shall receive an advance of [X yen] for the translation. 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.
 - b. The above sum shall be considered as an advance against a royalty of [X percent], based on the retail sales price of published English version and their net revenue as follows:
 - (i) ___% of retail price (excluding applicable taxes) for trade paperback
 - (ii) ___% of retail price (excluding applicable taxes) for mass-market paperback
 - (iii) ___% of retail price (excluding applicable taxes) for hardcover format.
 - c. A royalty of ___% of net revenues received by Publisher from the sale of electronic editions of the translation (ebooks) granted in Paragraph 2 (Net revenues is defined as the total receipts less any fees paid to distributors or other marketing agents, taxes or similar expenses.)
 - d. ___% of the net revenues received by Publisher from the license of the English version stipulated in Paragraph 14 (Net revenues is defined as the total receipts less any fees paid to agents, taxes or similar expenses.)
18. 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.
19. 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. Royalties will be paid on all copies of translation so purchased. Royalties will not be paid on free Translator's copies.
20. 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.



- 21. 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 Translator. If there is less than ¥10,000 (TEN THOUSAND YEN) or equivalent in other currency due Translator, 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 Translator.
- 22. 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. Publisher shall continue to pay all royalties due Translator from sublicensed editions, as stated in Paragraph 14, if any, so far as a third party continues to use the English version. The contract terms covering sublicensed editions as stated in Paragraph 14 shall remain in effect until such contract is terminated, even if this Agreement is terminated.
- 23. This Agreement shall be binding upon the heirs, successors, personal representatives and the foregoing respective assigns of Publisher and Translator; and references to Publisher and Translator shall include such heirs, successors, personal representatives and such assigns.
- 24. Regardless of its place of execution, this Agreement shall be governed by and interpreted under the laws of Japan.
- 25. The parties hereto hereby agree that the Fukuoka District Court shall have an exclusive jurisdiction over any suit in connection with this Agreement.
- 26. 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: _____