



CEATL legal survey: preliminary results

Authors' Rights WG report, Åland EGM, 09 Oct. 2021

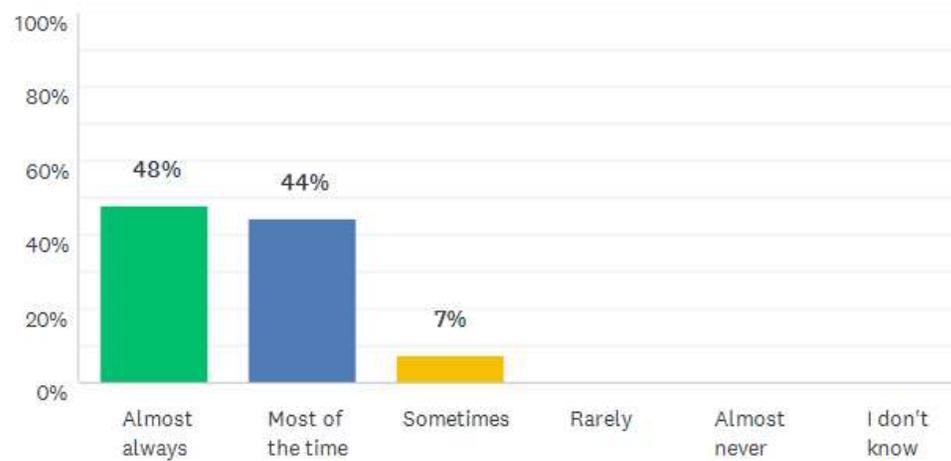
- Survey conducted by CEATL's Authors' rights working group between **May and July 2021**
- **27 respondents** (all CEATL member countries except Ireland) + associations AITI (Italy) and AELC (Catalonia) for the second part of the survey
- **One answer per country:** drafted by the most knowledgeable person(s) on legal issues in each association (legal counsel and/or board members or other)

- **69 questions, three parts:**
 - The legal and contractual situation of literary translators
 - Our member associations' legal resources and action
 - Emerging issues (self-publishing, streaming services, machine translation, etc.)
- **The following are preliminary results on the first part**

Contracts: an established practice everywhere

Q3 In your country, how often do translators sign a contract with the publisher before starting the work?

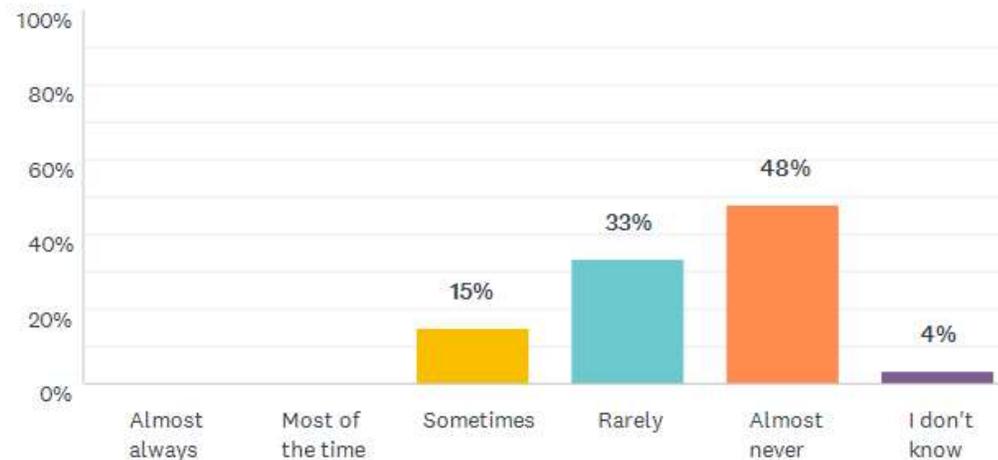
Réponses obtenues : 27 Question(s) ignorée(s) : 0



In the vast majority of cases, the contract is signed with the publisher itself.

Q4 Do translators enter into contracts with intermediaries (for instance a translation agency)?

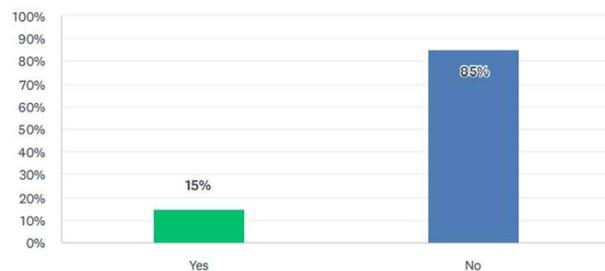
Réponses obtenues : 27 Question(s) ignorée(s) : 0



A weak legal framework: no typical and no standard contract in most countries

Q5 In your country, is there a typical contract (i.e., defined by law)?

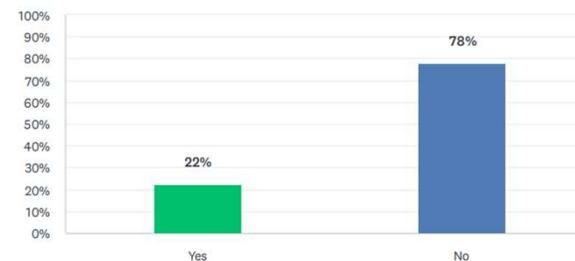
Réponses obtenues : 27 Question(s) ignorée(s) : 0



CHOIX DE RÉPONSES	RÉPONSES	
Yes	15%	4
No	85%	23
TOTAL		27

Q6 In your country, is there a standard contract negotiated between translators' and publishers' organisations?

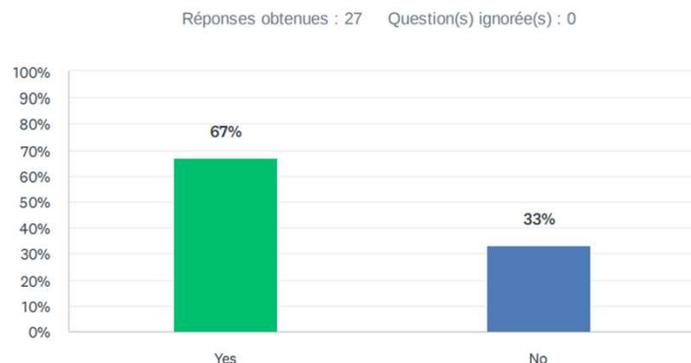
Réponses obtenues : 27 Question(s) ignorée(s) : 0



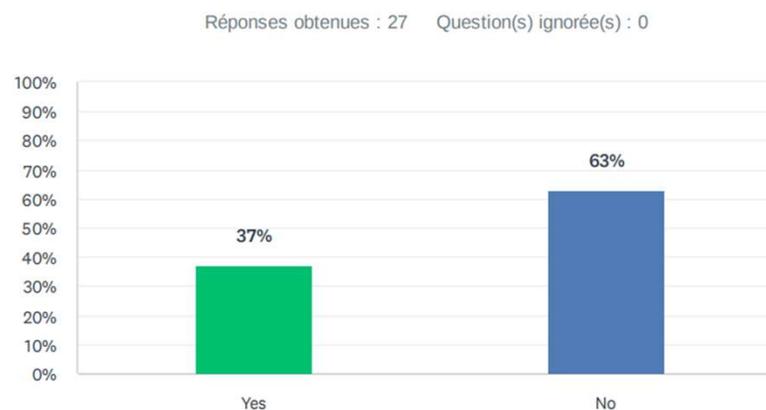
CHOIX DE RÉPONSES	RÉPONSES	
Yes	22%	6
No	78%	21
TOTAL		27

Two thirds of our associations have a model contract, and a third of them a code of good practice.

Q7 In your country, is there a model contract recommended by your association?



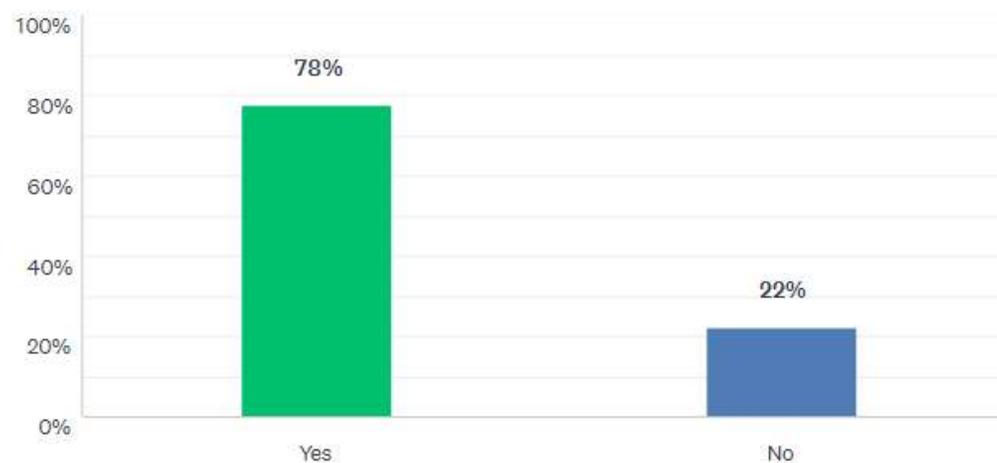
Q9 In your country, is there a code of good practice?



The license is generally large and detailed (including e-books and audio-books)

Is the scope of the licensing usually detailed, each licensed right being mentioned in the contract?

Réponses obtenues : 27 Question(s) ignorée(s) : 0



Duration of the license: 2 groups of countries

- **Duration of the intellectual property** (70 years after the death of the author): 10 countries

Austria, Denmark, Finland, France, Germany, Iceland, Netherlands, Portugal, Switzerland, UK

- **License limited in time** (usually 5-10 years, up to 15 years for Spain and 20 for Italy): 14 countries

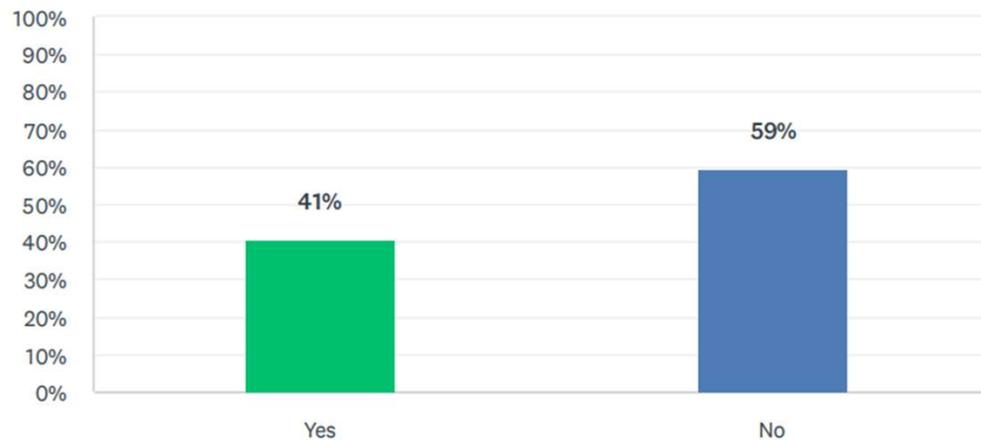
Bulgaria, Croatia, Czech Republic, Italy, Lithuania, Norway, Poland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Turkey

- **Mixed situation or ?**: Hungary, Macedonia, Belgium

In 16 countries, the contract does not provide for the possibility for the translator to reclaim his or her rights

Q17 Do your contracts usually contain a reversion clause (if and when the publisher loses the rights on the original work or in case of lack of exploitation)?

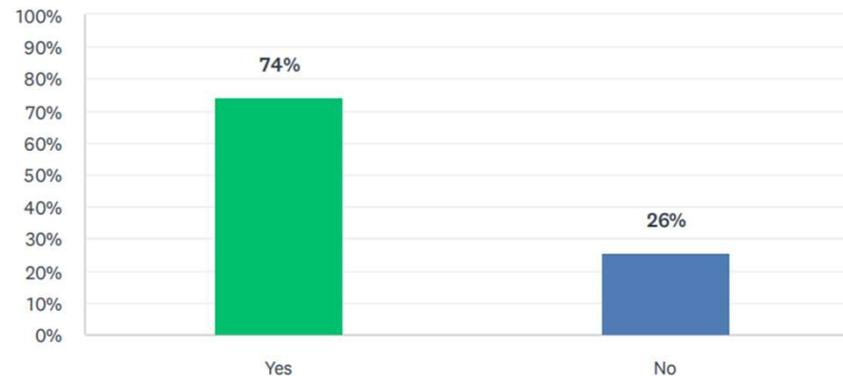
Réponses obtenues : 27 Question(s) ignorée(s) : 0



Moral rights (right of integrity, approval before publication, revision process): a less dire situation than might be expected? Yet, still room for improvement.

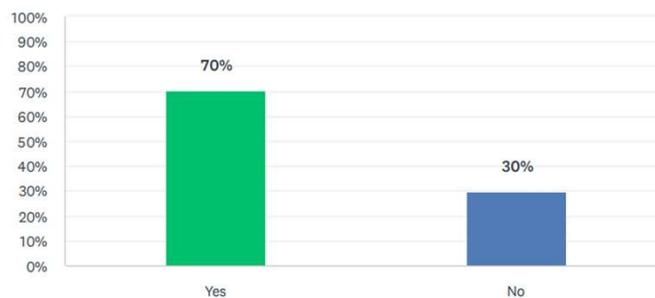
Q24 Does the contract usually provide for an editing process in accordance with the translator's right of integrity?

Réponses obtenues : 27 Question(s) ignorée(s) : 0



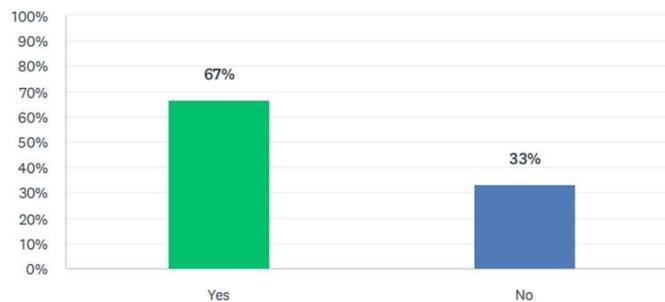
Q25 Does the contract usually provide for the translator to receive from the publisher the final text for proofreading/approval before publication?

Réponses obtenues : 27 Question(s) ignorée(s) : 0



Q26 Does the contract usually provide for a revision process should the publisher contest the quality of the translation?

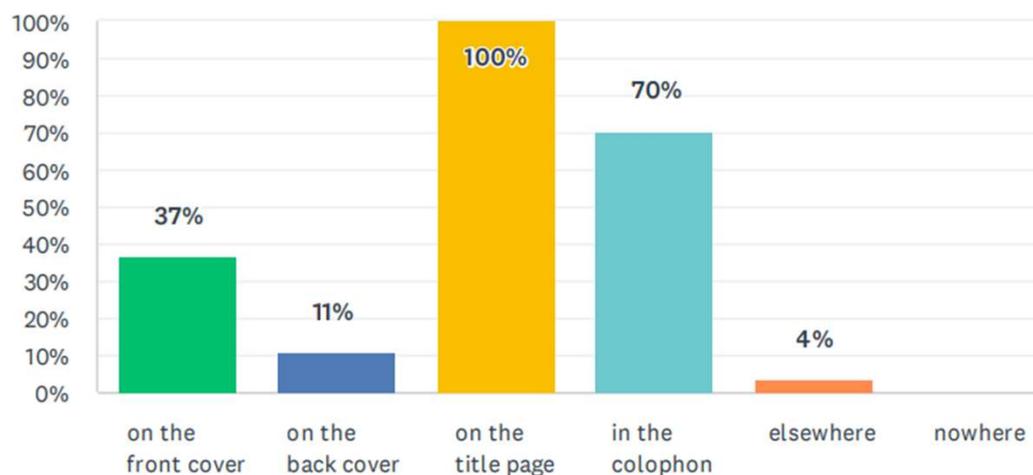
Réponses obtenues : 27 Question(s) ignorée(s) : 0



Name of the translator on the front cover: a practice that needs encouraging

Q21 In the published book, the name of the translator is usually mentioned (several answers possible):

Réponses obtenues : 27 Question(s) ignorée(s) : 0



In 16 countries, the remuneration is a lump sum (no royalties)

Q29 What form does remuneration usually take?

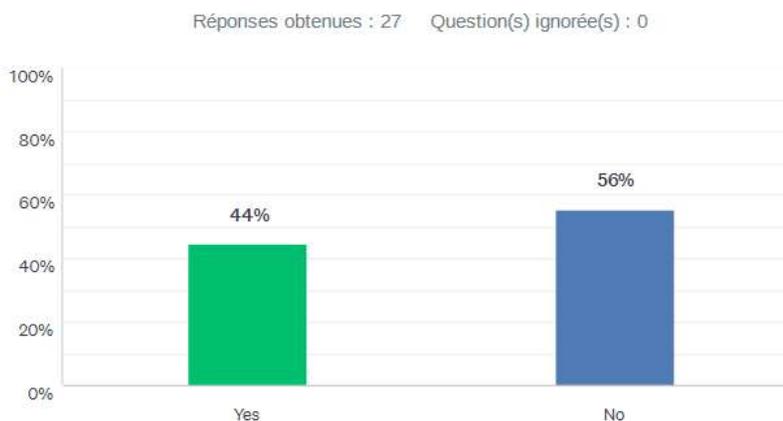
Réponses obtenues : 27 Question(s) ignorée(s) : 0



CHOIX DE RÉPONSES	RÉPONSES	
basic fee without royalties	59%	16
basic fee plus royalties from the first copy	0%	0
basic fee plus royalties after the initial fee, considered as an advance on royalties, has been compensated	19%	5
basic fee plus royalties after a specified number of copies has been sold	19%	5
basic fee plus royalties after a specified time	4%	1
other	0%	0

In 15 countries, translators don't receive any extra remuneration for secondary uses.

Q30 In case of exploitation in paperback, e-book, audiobook, book club, streaming service, audiovisual adaptation, etc., does the translator usually receive an extra fee or a share of the revenues?

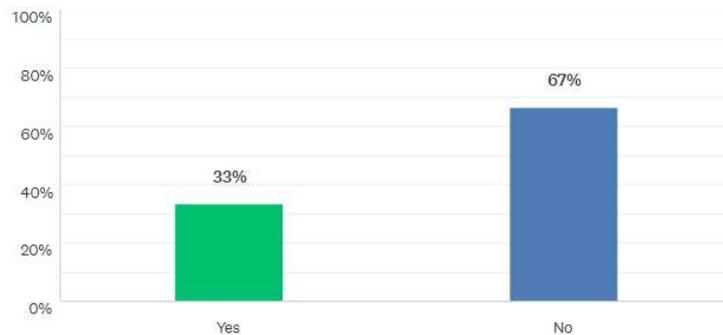


CHOIX DE RÉPONSES	RÉPONSES	
Yes	44%	12
No	56%	15
TOTAL		27

In 2/3 of countries, no advance is given on signing the contract, and in half the countries the initial fee is usually not completely paid 60 days after the delivery.

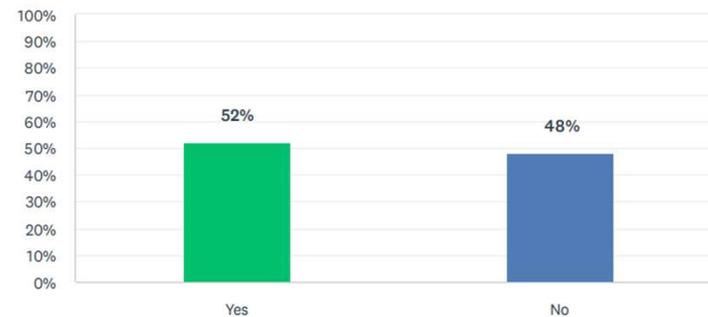
Does the translator usually receive an advance on signing the contract?

Réponses obtenues : 27 Question(s) ignorée(s) : 0



As a rule, does the translator contractually receive the final instalment within 60 days of delivery?

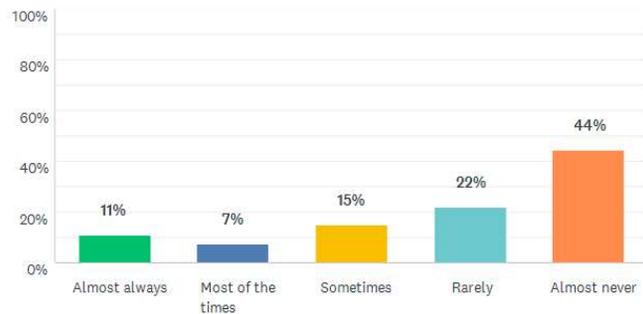
Réponses obtenues : 27 Question(s) ignorée(s) : 0



Translators almost never receive exploitation reports in 12 countries (directly linked to the absence of royalties). In the other countries, the picture is very mixed and there is little regulation.

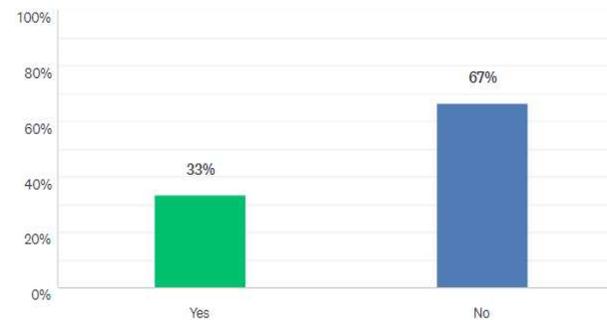
Do translators receive detailed and at least yearly information as to the exploitation of their work?

Réponses obtenues : 27 Question(s) ignorée(s) : 0



Has a minimal level of transparency been defined by the law and/or through collective bargaining with the publishers?

Réponses obtenues : 27 Question(s) ignorée(s) : 0



Preliminary conclusions:

In most European countries, the legal framework of the translation contract is relatively weak, and the current situation of literary translators is a far cry from the principles put forward in the DSM directive (and our own recommendations : [Guidelines for fair translation contracts – CEATL](#)), especially when it comes to remuneration and transparency.

Remuneration

Says the DSM directive:

The remuneration of authors and performers should be appropriate and proportionate to the actual or potential economic value of the licensed or transferred rights (recital 73)

The current situation of literary translators:

In a majority of countries, literary translators suffer from unfair payment schedules and receive a once and for all lump sum - no royalties, no extra remuneration for secondary uses - regardless of the success of their work.

Transparency

Says the DSM directive:

- *Authors and performers need information to assess the economic value of their rights (...). (Recital 74)*
- *Member States shall ensure that authors and performers receive on a regular basis, at least once a year, and taking into account the specificities of each sector, up to date, relevant and comprehensive information on the exploitation of their works and performances from the parties to whom they have licensed or transferred their rights, or their successors in title, in particular as regards modes of exploitation, all revenues generated and remuneration due. (Article 19.1)*

The current situation of literary translators:

In 2/3 of the European countries, literary translators “rarely” or “almost never” receive exploitation reports on their works, and no minimal level of transparency has been defined by law or through collective bargaining with the publishers.

The implementation of the DSM directive and of all the principles contained in its articles 18 to 22 (appropriate and proportionate remuneration, transparency, contract adjustment mechanism, alternative dispute resolution procedure, right of revocation – with a central role given to collective bargaining and the representatives of authors) is a unique opportunity to rebalance the contractual relationship and put an end to sweeping buy-out contracts for literary translators.

Thank you for reading !

For any question, please contact WG coordinator, Cécile Deniard: ceciledeniard@yahoo.fr