TRADE BOOK MODEL CONTRACT FOR TRANSLATION

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LTAC/ATTLC cannot provide legal advice but we hope our TRADE BOOK MODEL CONTRACT (Long Form) will be helpful to translators and publishers in negotiating their contractual arrangements and we welcome the use of this model contract either in its entirety or in part. You may adapt and use this model contract or individual clauses as appropriate in your own circumstances. For reproduction of either of this model contract for any other purpose, the permission of LTAC/ATTLC is required. We can be reached at info@attlc-ltac.org or at the following address:

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1455, boul. de Maisonneuve Ouest
Montréal, Québec
H3G 1M8

TRADE BOOK CONTRACT FOR TRANSLATION - LTAC/ATTLC June 2020

AGREEMENT dated the ___ day of _________, 20__
between:

_________________________________________ ("Translator")

_________________________________________

_________________________________________

(address)

and:

_________________________________________ ("Publisher")

_________________________________________

_________________________________________

(address)

for publication of a translation from ________ to ___________

of a work of approximately ________ words in length

entitled ________________________________ ("Underlying Work")
written by ____________________________ (“Author”) and originally published by ________________ (“Publisher of the Underlying Work”), provisionally entitled ____________________________ (“Translated Work”)

[Optional Background Recital – remove paragraph 16.0 if the Optional Background Recital is not used in this Agreement.]

**Background Recital.** In order to be able to publish the Translated Work in accordance with the terms and conditions of this Agreement, the Publisher has applied for or will apply for a grant from the Canada Council for the Arts or for other publication subvention from a third party (“Third Party Grant”). The Publisher and the Translator acknowledge that the Publisher’s receipt by [date] of the Third Party Grant in the amount of [$$] is a condition precedent of this Agreement.

In consideration of the covenants and other terms and conditions contained in this Agreement, the Translator and the Publisher agree as follows:

1.1 ***Licence to Publish.*** The Translator grants to the Publisher the exclusive licence to publish and sell the Translated Work in print book form in the __________ language throughout __________ (“Territory”), together with the right to authorize such further licences as are specified in clause 11.1.

1.2 If included in the grant of rights to the Publisher from the Author or the Publisher of the Underlying Work (“Proprietor”), the Translator also grants to the Publisher the exclusive licence to publish and sell the Translated Work as an electronic book (as defined in clause 10.4).

1.3. If included in the grant of rights to the Publisher from the Author or the Publisher of the Underlying Work (“Proprietor”), the Translator also grants to the Publisher the exclusive licence to publish and sell the Translated Work as an audiobook (as defined in clause 10.5).

2.1 ***Obligation to Translate.*** The Translator will translate the Underlying Work accurately, without omissions, additions or other changes except as necessary to produce a translation that is idiomatic and accurate to the Underlying Work in spirit and content, conforming to the standards upheld by the Literary Translators’ Association of Canada/Association des traducteurs et traductrices littéraires du Canada (“LTAC/ATTLC”).

2.2 The Publisher will indemnify the Translator from any direct or indirect loss resulting from the exploitation of the Translated Work translated in accordance with clause 2.1.

3.1 ***Manuscript.*** The Publisher will provide the Translator with two published copies of the Underlying Work and, if available, a copy of the Underlying Work in electronic form that can be marked and annotated by the Translator.

3.2 The Translator will deliver the manuscript to the Publisher, by __________ (“delivery date”) as an electronic file in a mutually agreed standard format (e.g. Word).

3.3 In case of unforeseen technical difficulties with the translation or personal circumstances such as bereavement, illness or other incapacity of the Translator or an
immediate family member that will prevent completion and delivery of the manuscript by the delivery date, the Translator will inform the Publisher as soon as he or she becomes aware of such difficulty or circumstance, and the Translator and the Publisher will agree on a reasonable, extended delivery date.

3.4 Subsequent to the delivery date or agreed extended delivery date, if the complete manuscript of the Translated Work has not been delivered, the Publisher may give the Translator 60 days’ notice requiring delivery. At any time after the 60 days, if the Translator has still not delivered the manuscript, the Publisher may terminate this Agreement by sending a notice to the Translator to terminate this Agreement and to require the Translator to return all money paid to him or her under clause 10.1.

3.5 In case of events referred to in clause 6.2 or if, subject to clause 3.3, the Translator finds that the completion of the translation is impossible for any reason, the Translator will inform the Publisher without delay. If failure to complete the translation is not due to the Translator’s default (which includes failure to deliver following expiry of any extension under clause 3.3.) or is directly or indirectly the fault of either the Publisher or the Proprietor, the Translator will have no obligation to return any sums paid to him or her under clause 10.1.

3.6 In the circumstances described in clause 3.5 or instead of terminating this Agreement as permitted by clause 3.4, the Publisher may send a written notice to the Translator requesting the Translator’s consent to the engagement of another translator to complete and revise the translation and to adjusted terms of payment and authorship or co-authorship credit commensurate with his or her contribution to the final manuscript of the Translated Work with due consideration for revisions made by any subsequent translator or translators.

3.7 Where considerations of time require the manuscript of the Translated Work, whether complete or in sections, to be forwarded by more rapid means than ordinary mail, the Publisher will bear the cost of such forwarding.

3.8 Any additional materials will be provided by the Publisher at its own expense unless otherwise agreed with the Translator in accordance with clause 10.2.

3.9 Manuscripts of the Translated Work, including copy-edited manuscripts, and additional materials provided or created by Translator under clause 10.2, are the property of the Translator and, together with any illustrations or other original materials provided by the Translator, will be returned by the Publisher to the Translator within 60 days following publication of the Translated Work.

4.1 Acceptability of Translation. If the Publisher considers the complete manuscript of the Translated Work unacceptable, it will provide the Translator with a written list of deficiencies and, if necessary, a reasonable extended period of time within which to make revisions reasonably requested by the Publisher and deliver a revised manuscript of the Translated Work. If the Publisher does not provide such a list within 30 days of receipt of the manuscript or the revised manuscript, the manuscript or revised manuscript will be considered to be acceptable. Within 30 days of receipt of a revised manuscript or any further revised manuscript, the Publisher may provide a further written list of deficiencies. If the Translator does not deliver a revised manuscript in a timely way following receipt of a written list of deficiencies, the Publisher may send a written notice to the Translator informing him or her that the manuscript of the Translated Work is not acceptable and may terminate this Agreement. Any such termination may be subject to clauses 4.2 and 4.3.
4.2 Disputes regarding the acceptability of the Translated Work, editorial changes or the Translator's credit may be submitted by either the Translator or the Publisher for mediation arranged by LTAC/ATTLC if the Translator is a member of LTAC/ATTLC. The cost of this mediation, or any other mediation to which the Translator and Publisher agree, will be shared equally by the Translator and the Publisher. If the Translator and the Publisher do not reach a settlement with the assistance of a mediator, either party may submit the dispute to arbitration in accordance with clause 18. The Publisher agrees to publish the Translated Work if the arbitrator or arbitration panel finds the manuscript acceptable.

4.3 If the Translated Work is not accepted by the Publisher, subject to clause 4.2, the Publisher may engage another translator to revise the Translator's manuscript if the Translator consents.

4.4 Subsequent translator. If the Translator consents to the Publisher's request to engage another translator to complete or revise the Translator's manuscript in accordance with clauses 3.6 or 4.3, the Translator will then be entitled to a reduced portion of the royalties and other payments provided in clauses 10 and 11.1 and to an authorship or co-authorship credit or other agreed acknowledgment commensurate with his or her contribution to the final Translated Work, with due consideration for the respective contributions of the Translator and any subsequent translator or translators. (Depending on what portion of the manuscript the Translator has completed, this adjustment to the Translator's payment may require the Publisher to make an additional payment to the Translator.) The Translator will have a reasonable opportunity to review the final proofs of the Translated Work prior to publication and to withdraw his or her name if he or she so wishes. For greater certainty, it is understood that withdrawal of credit by the Translator will not affect the Translator's right to payment.

4.5 If the Translator does not consent to the engagement of another translator to complete or revise the Translator's manuscript in accordance with clauses 3.6 or 4.3, the Publisher may terminate this Agreement by written notice. If termination is with respect to a complete translation, the Translator will be entitled to keep, as a termination fee, all sums paid to him or her by the Publisher and, if this amount already paid is less than one half of the total fee *[or advance]* specified in clause 10.1, to receive a further payment from the Publisher so that he or she will be paid at least one half of that total fee *[or advance]*. If such termination is with respect to an incomplete manuscript, the Translator will return all sums paid by the Publisher except as provided in clause 3.5.

5.1 Editing and Proofing. No changes to the manuscript or the proofs will be made by the Publisher without the written consent of the Translator.

5.2 The Publisher will return the entire copy-edited manuscript showing all changes to the Translator for final approval before the Translated Work goes for typesetting and allow the Translator a reasonable period within which to make corrections, such approval not to be unreasonably withheld. If the Publisher has requested the manuscript to be delivered in sections, the Translator may require a longer period to review the entire copy-edited manuscript and to make those further changes that the Translator may deem advisable to ensure consistency and coherence of the translation.

5.3 The Publisher will submit first and final proofs to the Translator, including all front and back matter, and allow the Translator a reasonable period in which to make corrections. If the time required to make the Translator's alterations to the proofs (other than corrections
of typesetter’s or Publisher’s errors) exceeds one hour per 50 typeset pages, the Publisher may charge the excess costs to the Translator, deductible from further sums that become due to the Translator under this Agreement and not exceeding $30 per additional hour. The Publisher will furnish typesetter’s invoices or other proof of such excess costs to the Translator.

5.4 If considerations of time or security make it necessary or desirable for the manuscript or proofs, whether complete or in sections, to be forwarded by more rapid means than ordinary mail, the Publisher will bear the cost.

6.1 **Obligation to Publish.** The Publisher will publish the Translated Work in a hardcover or trade paperback edition by _____________, 20__, or, if the manuscript is not delivered by the delivery date, no later than 12 months following the Publisher’s receipt of the complete manuscript.

6.2 The Publisher will not be held responsible for delay in carrying out its obligations under this Agreement where its delay or failure is due to fires, floods, wars, lawful acts of public authorities, labour disputes or similar events that cannot reasonably be foreseen or provided against. However, if any such event delays publication by more than six months beyond the time agreed in clause 6.1, the Translator may give the Publisher written notice demanding publication and notice of termination in accordance with clause 16.1.

7. **Title, Design and Cover Copy.** The Publisher will consult with the Translator regarding the final title, design of the book, cover and jacket, and copy for the jacket or paperback cover of the Translated Work (and on their equivalents in electronic or audio formats), but the Publisher will retain the final decision on these and all matters relating to the appearance of the book, subject to clause 8.

8. **Credit.** The name of the Translator will appear on the title page and jacket front or front paperback cover of every copy of the Translated Work (and on their equivalents in electronic or audio formats), and in all advertising, press releases and other publicity issued by or for the Publisher including information sent to reviewers. The Translator will have the right to approve the bibliographical copy about the Translator.

8.1 **Prize Submission.** Upon the Translator’s request, the Publisher shall use reasonable efforts to facilitate the timely submission of the Translated Work to appropriate translation prize competitions.

9.1 **Copyright.** Copyright in the translation will remain the property of the Translator and a copyright notice in the name of the Translator will be placed in every copy of the Translated Work published or licensed. The Translator acknowledges that retained or reverted rights in the Translated Work may be exercised only in conjunction with the exercise of corresponding rights in the Underlying Work by the Proprietor or as otherwise authorized by the Proprietor.

9.2 The Translator warrants to the Publisher that his or her translation created and delivered under this Agreement will be an original one and, subject to the Publisher’s warranties in clauses 9.3 and 9.4 and the originality of the Underlying Work, will not infringe any copyright.
9.3 The Publisher represents and warrants to the Translator that the Proprietor has authorized it to publish a translation of the Underlying Work in the Territory.

9.4 The Publisher represents and warrants to the Translator that it has obtained or will obtain any additional permissions that may be required in respect of any copyright or other intellectual property to be included in the Translated Work that belongs to persons other than the Proprietor and to pay any fees in connection with such permissions.

10.1 Fee and Royalties. The Publisher will pay the Translator a fee of $_________, calculated at the rate of ___ cents per word of source text (the applicable Canada Council or other rate), payable as follows:

$_________ within 15 days of signing this Agreement (no less than one third of the specified fee);

$_________ on delivery of the manuscript of the complete translation or, if there is a Canada Council grant for the translation, within 30 days of payment to the Publisher by the Canada Council (the balance of the amount initially provided to the Publisher by the Canada Council); and

$_________ on delivery of the corrected page proofs to the Publisher (if there is no Canada Council grant) or within 30 days of payment to the Publisher of the amount due from the Canada Council on publication of the Translated Work.

Additional translation or retranslation of translation already done that is made necessary by additions to or changes made in the Underlying Work will be counted as additional text and the fee provided by this clause 10.1 will be increased accordingly.

In addition to the fee specified in clause 10.1, the Publisher will pay the Translator a royalty of ___% of the list or suggested retail price on all copies sold of the hardcover and trade paperback editions of the Translated Work *[or on all copies sold of the hardcover and trade paper editions of the Translated Work in excess of ___ copies]*, subject to clause 10.6.

*[Alternative 10.1 (If the clause below is applicable, delete clause 10.1 above. If clause 10.1 below, which provides for an advance and royalties, is not applicable, it must be deleted.) Royalties and Advance against Royalties. The Publisher will pay the Translator an unreturnable advance of $____ against royalties of ___% of the list or suggested retail price on all copies sold of the hardcover and trade paperback editions of the Translated Work, escalating to ___% on all copies sold after total sales of ____ copies, subject to clause 10.6 and payable as follows: $____ within 30 days of signing; $____ no later than ________, __, 20__; $______ within 30 days of delivery of the complete manuscript.

The advance against royalties shall be unreturnable, subject to clause 3.4.]*

10.2 The Publisher will pay the Translator an additional sum to be negotiated separately if the Translator and the Publisher agree that the Translator will translate or provide materials in addition to those in the Underlying Work, such as a preface, tables, or additional illustrations and captions.
10.3 The Publisher will pay the Translator a royalty of ___% of the list or suggested retail price of all mass market paperback copies sold, subject to clause 10.6.

10.4 The Publisher will pay the Translator a royalty of ___% of the list or suggested retail price of all electronic books sold by the Publisher, subject to clause 10.6. For the purpose of this Agreement, an “electronic book” is a work produced in visual form for reading, with or without its original illustrations accompanying the original verbatim text, on a disk or in other portable electronic form, as an electronic download, or by any other means of electronic distribution or transmission, for greater certainty, without enhancements such as audio or additional images that are more than incidental, animation, videoclips or added text or hypertext.

10.5 The Publisher will pay the Translator a royalty of ___% of the list or suggested retail price of all audiobooks sold by the Publisher, subject to clause 10.6. For the purpose of this Agreement, an “audiobook” is a work, produced as an audio recording, which is a reading of the original verbatim text of a work, on a disk or in other portable form, as an electronic download, or by means of electronic distribution or transmission, for greater certainty, without enhancements such as music or other additional material (including narration) that is more than incidental.

10.6 Where the discount on a sale is at least ___% off the list or suggested retail price, the Publisher may calculate and pay the royalties on the amount actually received by the Publisher less recovery of out-of-pocket expenses such as handling and shipping, for greater certainty, excluding any editorial, production and manufacturing costs.

10.7 No royalties will be paid on copies given free to the Translator, the Proprietor, reviewers or others to promote sales of the Translated Work.

11.1 Subsidiary Licences. In consideration the payment to the Translator of the specified percentage of all gross revenues received by or credited to the Publisher in each instance (without any deductions except for any agent’s fees), the Translator authorizes the Publisher to license, in the Territory, any of the following rights in the Translated Work for which the Publisher has also been authorized by the Proprietor:

First serial rights (newspaper, magazine, or other periodical publication prior to publication of the Translated Work): ___%  
Second serial rights (newspaper, magazine, or other periodical publication after publication of the Translated Work); syndication rights; photocopying, other reprographic or electronic copying rights; anthology, abridgment or excerpt rights: ___%  
Foreign publishing rights (not including further translation): ___%  
Book club, mass market paperback and other book reprint rights: ___%  
Radio broadcasting (verbatim text), and audiobook rights: ___%  
Electronic book rights: ___%  

The Publisher will not authorize any abridgment of the whole or any part of the Translated Work without the approval of the Translator and Proprietor.
The Publisher is not entitled to renew any sub-licence granted by it following any termination of this Agreement.

11.2 The Translator retains any right in the Translated Work that is not specifically listed in clause 11.1 or for which no percentage share of gross revenues is allocated, but will, if requested, negotiate in good faith with the Publisher a licence for any such right or any other right that the Proprietor may have granted or may in future grant to the Publisher. Where the Proprietor has not authorized the Publisher to deal with particular rights in the Underlying Work or where the Proprietor reverts a particular right that it has licensed to the Publisher, the Translator retains such particular rights in the Translated Work, or that same right in the Translated Work will simultaneously revert to Translator (even if listed in clause 11.1).

11.3 The Publisher will notify the Translator of the granting of any subsidiary licence and its terms and, if requested by the Translator, provide a copy of any such signed licence.

11.4 Where the Translator is entitled to at least $200 of revenues from a subsidiary licence, the Publisher will pay the Translator within 30 days of its receipt of any such monies.

12. Reprography. Notwithstanding any other provision of this Agreement, either the Translator or Publisher may license The Canadian Copyright Licensing Agency (“Access Copyright”) or the Société québécoise de gestion collective des droits de reproduction (“Copibec”) to administer photocopying, or other reprographic rights and electronic copying rights in the Translated Work and authorize Access Copyright or Copibec to make payments, as appropriate, directly to the Translator, Publisher, Author and Publisher of the Underlying Work in accordance with the rules, by-laws and affiliation agreements of Access Copyright or Copibec.

13.1 Royalty Statements and Books of Account. The Publisher will provide the Translator with regular statements of sales and earnings twice a year, within 60 days of the end of each six-month royalty period. This statement will show the following information: number of copies of the Translated Work printed; number of copies shipped, returned and remaining in stock; number of copies sent out for review or promotion; number of copies damaged; number of copies (separately for print, electronic and audio) sold at each applicable price and royalty rate; royalties earned by Translator; revenues from specified subsidiary rights and the Translator’s share; and any payments due to the Translator, including a self-invoice with respect to any Goods and Services Tax (“GST”) or Harmonized Sales Tax (“HST”) to be collected by the Translator.

13.2 Together with each statement of sales and earnings, the Publisher will send the Translator payment of any amounts due to the Translator and any related GST or HST, unless otherwise directed by the Translator (if the Translator is not registered for GST or HST).

13.3 The Translator or Translator's representative will be entitled to inspect the Publisher's books of account and all other documents pertaining to the Translated Work, on reasonable notice no more frequently than once a year and within the Publisher’s regular business hours. If such inspection discloses an error of more than 5% with respect to any royalty statement, the Publisher will reimburse the Translator for the Translator's cost of inspection.
13.4 In the event of any fee or royalty payment being late by more than 30 days, the Publisher will pay interest on overdue payments at the rate of 2% per annum above the rate charged by the Bank of Canada on short-term advances to the chartered banks.

14. Translator’s Free Copies. On publication of the Translated Work, the Publisher will give the Translator *(15 or __)* free copies and a reasonable number of copies of any subsequent print edition including any sub-licensed edition. The Publisher will provide the Translator with an access code for any electronic book or audio book or otherwise provide a copy to the Translator. The Translator will have the right to buy additional copies of any edition at a discount of at least 40% from the list or suggested retail price.

15.1 Overstock or Remainders. The Publisher will not remainder the Translated Work for at least two years following first publication as a print book. If the Publisher elects to sell print copies of the Translated Work as overstock or to remainder or pulp the Translated Work or to sell off portable electronic or audio copies, it will inform the Translator in writing and send the Translator 15 free copies. The Translator will be entitled, taking into account any similar right of the Proprietor, to purchase all or any number of such copies at the lowest price at which the Publisher is selling or offering to sell copies of the Translated Work to any other purchaser.

15.2 The Publisher will pay the Translator a royalty of 5% of all gross revenues received by the Publisher from the sale of all remaindered or overstock copies of the Translated Work to purchasers other than the Translator or Proprietor.

15.3 Prior to any pulping of copies of the Translated Work, the Publisher will offer any or all copies to the Translator for the cost of shipping, taking into account any similar right of the Proprietor.

[Remove paragraph 16.0 if the Optional Background Recital is not used]

16.0 Termination – No Third Party Grant. If Publisher does not receive the Third Party Grant by the date and in the amount specified in the Background Recital, Publisher may terminate this Agreement by written notice delivered to the Translator within fourteen (14) days after the date specified in the Background Recital. All rights granted by the Translator under this Agreement shall automatically revert to the Translator upon receipt of such written notice.

16.1 Termination. If the Publisher fails to publish the Translated Work as provided in clause 6.1, the Translator may give the Publisher written notice of at least 120 days demanding publication. If the Publisher does not publish within this period, the Translator may, by further written notice, revert all rights granted to the Publisher under this Agreement. The Publisher will immediately pay the Translator the balance of the full fee *[or advance]* specified in clause 10.1.

16.2 If the Publisher fails to provide any payment or royalty statement when due or is otherwise in material breach of this Agreement except under clause 6.1, the Translator may give the Publisher written notice of at least 60 days within which to rectify such breach. If the Publisher fails to do so, the Translator may, by further written notice, revert all rights granted to the Publisher under this Agreement. If such default occurs prior to publication, the Translator will be entitled to keep all sums already paid by the Publisher.
and to receive further payment up to the amount of the full fee *[or advance]* if required to make the Translator’s compensation at least commensurate with that portion of the translation completed (as a percentage of the full fee *[or advance]*) specified in clause 10.1).

16.3 If, following publication, the Translated Work is out of print and the Publisher refuses to reissue the Translated Work within six months after written demand from the Translator, or if the Publisher sells remainder stock, all rights relating to this Agreement will revert to the Translator at his or her option on written notice to the Publisher. The Publisher will advise the Translator if the Translated Work is out of print. For the purpose of this Agreement, “out of print” means that the Publisher has failed to report any sales of the Translated Work for any period of 12 months or to list the Translated Work in the Publisher's current catalogue, or that the Publisher has fewer than ___ print copies in stock. For greater certainty it is agreed that availability of the Translated Work in print-on-demand format or as an electronic book or audiobook does not affect its “out of print” status and the Translator’s right to revert all rights granted under this Agreement.

16.4 In the event of bankruptcy, receivership, assignment for the benefit of creditors, or liquidation of the Publisher for any cause whatsoever, all rights will automatically revert to the Translator, and the Translator will be entitled, taking into account any similar rights of the Proprietor, to purchase any or all remaining copies of the Translated Work (including sheets for print books and portable copies in all formats) at their fair market value and film, disks or any other reproductive materials at their depreciated value, not to exceed one third of their cost of manufacture.

16.5 Subsidiary licences properly granted by the Publisher prior to any notice of revocation of rights by the Translator will survive termination of this Agreement, but the Publisher will continue to pay the Translator his or her share of revenues from such licences. If a subsidiary licence is subsequently renewed, the Publisher will no longer be entitled to any share of revenues.

16.6 Obligations which by their nature survive termination of this Agreement will continue in full force and effect subsequent to termination until they are satisfied or have no further application.

16.7 Notwithstanding anything else in this Agreement, any licence granted to the Publisher by the Translator under this Agreement will expire simultaneously with the expiry or other termination of the corresponding licence from the Proprietor to the Publisher.

17. **No assignment.** This Agreement will not be assigned by either the Publisher or the Translator without the prior written consent of the other, provided that the Translator may assign his or her right to receive royalties.

18. **Disputes.** If disputes arise under this Agreement that cannot be resolved by discussion between the Translator and the Publisher or by mediation under clause 4.2, either may deliver a written grievance to the other. A representative chosen by the Translator and a representative chosen by the Publisher will address the dispute or disputes within 10 days of receipt of the grievance. If these representatives fail to reach a settlement within 30 days, either party may submit the dispute or disputes to arbitration, and if the parties fail to agree on the choice of an arbitrator, a single arbitrator will be appointed in accordance with the arbitration laws of the Province of _____________. The
Translator and the Publisher agree that the costs of the arbitration will be within the discretion of the arbitrator and that the decision of the arbitrator will be final and binding, that there will be no appeal (except as may be permitted by statute) and that such arbitration award may be entered in a court of competent jurisdiction.

19. **Notices.** Any notice required under this Agreement must be in writing and delivered to the other party, by registered mail or personal delivery including courier, at the address on the first page of this Agreement unless changed by notice.

20. **Interpretation of Agreement.** This Agreement will be construed and interpreted according to the laws of the Province of ________ applicable to contracts entirely made and performed in that province.

21. **Special Clauses (if none, delete or draw a line through this space):**

22. **Quebec contracts only.** The parties confirm that they have required that this Agreement as well as all notices relating to this Agreement be drawn up in the English language only. Les parties aux présentes confirment avoir demandé que la présente convention de même que tous les avis s’y rattachant soient redigés en anglais seulement.

To signify their intent to be legally bound by this Agreement, the Publisher and Translator have signed below.

Signed by or for the Publisher: 

Signed by the Translator: 

_______________________ (signature) 

_______________________ (signature) 

_______________________ (name of signatory) 

_______________________ (date) 

_______________________ (position) 

_______________________ (date)