

The Translators Association, in London, drew the attention of its members to the fact that many translators either did not know about or did not insist upon their rights of copyright. In its Introduction to the Translators Association's Model Translator-Publisher Agreement, it wrote:

"At the general conference of UNESCO held in Nairobi in 1976, a document entitled Recommendations on the legal protection of translators and translations and the practical means to improve the status of translators was adopted. The theme of the numerous points covered in this lengthy document was that the status of translators should equal that of authors. 50 states, including the UK, approved the Recommendation...."

Under the UK's Copyright, Designs and Patents Act 1988, copyright, in the absence of any agreement to the contrary, vests automatically in the creator of a literary, artistic or musical work. A translator is the creator of a literary work within the meaning of the Act and is therefore the owner of the copyright in his/her text. Many translators seem unaware of the extent of the rights which go to make up copyright: e.g. publication rights in volume and serial form; the rights for publication in trade hardcover, bookclub and cheap paperback reprint editions; the rights of adaptation for stage, film and television production; and the mechanical and electronic reproduction rights - to name but a few.

Only on rare occasions does the author of an original literary work assign the copyright to his/her publishers. The customary arrangement is for the publishers to be granted simply an exclusive licence to publish in volume

form, with agreed language, territorial and other limitations. Unfortunately, some agreements that are offered by publishers to translators still provide for an outright assignment of the copyright in the translation. Translators should take every care, therefore, to reject such agreements and to secure licences rather than assignment agreements.

As a general rule, publishers should not be granted any rights in the translation that exceed the rights that they hold in the original work. For example, if the original author has allowed the British publishers to issue the work only in printed form, the translator has little to gain from granting the publishers the electronic rights in the translation. Or if the rights in the original work are due to revert to the author as soon as the publisher's edition goes out of print, the translator's contract should have similar provision for the reversion of the rights in the translation....

It is up to the translator to negotiate the best possible terms bearing in mind that lump sum payments, without any remuneration based on the sales of the work, are seldom capable of providing translators with an annual salary that is commensurate with the translator's skill and creativity."

I would add that even in the case of non-literary translations, the translator should insist on receiving written credit if he or she so desires. It is ironic that with a good translation, the reader is usually unaware that the text has been translated, so whether it be advertising material, travel brochures, texts on economic promotion or anything else destined for public circulation, it is only fair that credit be given where it is due.

