



GOOD PRACTICES FOR A REPUTABLE PUBLISHING INDUSTRY

Guidelines for a fair relationship between publishers and translators

In the publishing industry, good practices benefit everyone. Starting from their respective experiences, ODEI (the Italian Observatory of Independent Publishers), the SLC-CGIL (Italian Union of Communication Workers) and STradE (Italian Association of Literary Translators) are pursuing the common goal of developing a pluralistic, ethical and economically sound publishing system that captures original cultural expressions from every corner of the globe and brings them to Italy, promoting the circulation of ideas and an informed debate in broader and broader layers of society.

At the basis of ODEI's manifesto is the support of "bibliodiversity" and the notion of books as a common good, a resource for everyone and a complex ecosystem. This resonates with the SLC's commitment to defend all those who work in publishing and with STradE's objective to collaborate with all the sector's workers in order to "promote the quality of literary translations of all kinds published in Italian and their variety in terms of genre, source language and country of origin."

Aware that the proper functioning of the publishing ecosystem cannot be achieved without collaboration among the various figures involved, the SLC, STradE and ODEI decided to adopt mutually agreed upon guidelines aimed at recognizing publishers' and translators' respective roles and rights. These guidelines will serve as an ethical reference when drawing up translation contracts, which will therefore be adapted on a case-by-case basis to meet the parties' specific needs yet without deviating from the principles laid out in this agreement. To ensure their legitimacy and fairness, all publishing contracts and practices must abide by the following resolutions.

FIVE POINTS



FOR A FAIR, LEGAL AND TRANSPARENT TRANSLATION CONTRACT

1. A SINGLE RELEVANT LAW

The relevant law for literary translations of all kinds is Italian Copyright Law 633/41. The publisher and translator will stipulate a publishing contract [*contratto di edizione*] as established by Articles 118-135 therein. For anything not expressly provided for by the law, the parties agree to negotiate in good faith. The contract must not contain references to articles of the civil code pertaining to kinds of contracts that are unsuitable to discipline the utilization of works protected by Italian copyright, such as contracts for the provision of work or contracts of sale [*contratto di prestazione d'opera or contratto di vendita*].

2. A LEGITIMATE, NEGOTIATED CONTRACT

The rights transferred and the conditions under which they are transferred will be subject to negotiation. The contract must not call for the summary transfer of all rights or other arrangements that contradict the principles of the law, e.g.: permanent transfer or, euphemistically, transfer “for the entire duration of the copyright”; clauses involving tacit renewal; the total and unconditional sale of rights; the transfer of the right to utilize the work through technologies that do not yet exist or of future rights that may be granted by later legislation. The contract must not contain clauses through which the publisher reserves the right not to publish the translation, unless it specifies that in the event it is not published within two years following delivery, the translator will regain possession of the unused rights as per Articles 127 and 128 of the Italian Copyright Law. The terms of payment must be specified and in line with European and Italian legislation. The translation contract will regulate only the translation; any related services, such as compiling and editing bibliographies, may be included therein only when specific payment for such services is provided for. Any other task must be regulated by separate, distinct contracts that specify the agreed payment.

3. A COOPERATIVE EDITING PROCESS

The translator agrees to submit a text that has been translated to the best of their abilities, with meticulousness, competence and—in the case of texts of a more literary nature—with stylistic consistency and care. The contract must provide for an editing and proofreading process that respects the translator’s legal right to be informed of and verify the changes made to their translation, while the publisher retains the right to take measures in order to ensure the quality of the text. The translator will receive from the publisher the final text for approval before its publication and agrees to be unprejudiced in assessing any changes made. The translator and publisher agree to respect each other’s work and competences, their objective being the best possible quality of the final text.

4. A SERIOUS, RECIPROCAL COMMITMENT

The parties agree to scrupulously respect the commitments made. In the event of non-fulfillment of contract, they will not resort to “express termination clauses” but will grant the other party a reasonable amount of time to remedy the issue. Clauses allowing the publisher to adopt “at its incontestable discretion” measures such as not accepting the translation, terminating the contract, not paying the translator, delaying or decreasing the payment, etc., are not allowed. However, the contract may provide for the possibility to apply penalties and/or resort to termination of the contract in the event of unprofessional conduct. For the resolution of any disputes, the competent jurisdiction will be determined according to the rules concerning territorial competence as per Articles 18 to 27 of the Italian Code of Civil Procedure; no exclusive jurisdiction clauses in derogation from what is determined by the said Articles are permitted.

5. A VISIBLE, ACKNOWLEDGED TRANSLATOR

The translator’s name will be indicated on the cover and/or title page of the book in accordance with Italian Regio Decreto 18 May 1942 no. 1369, Article 33. The translator will also be indicated in the publisher’s catalog and in all forms of publicity for the translation.