

STANDARD CONTRACT FOR NON-FICTION LITERATURE

Based on the Agreement regarding the standard contract for the publication of non-fiction literature signed between Norsk Faglitterær Forfatter- og Oversetterforening (the Norwegian Association of Non-fiction Writers and Translators) and Den Norske Forleggerforening (the Norwegian Publishers' Association),

....., hereafter known as the author,

....., hereafter known as the publisher,

have entered into the following contract:

1. SUBJECT MATTER AND SCOPE OF THE CONTRACT

1.1 Granting the right to publish

To the extent and on the terms and conditions stated below, the author grants to the publisher the sole and exclusive right to produce, duplicate and publish the first and subsequent printings and editions of the work [entitled]:

.....

The grant refers to the sole and exclusive right to all uses of the original edition of the work in book form, including any bilingual or parallel editions in Standard Norwegian/New Norwegian, and the right to publish and enter into contracts regarding publication in book club editions, cheap editions and anthologies.

The term "cheap edition" refers to re-publication of a less costly edition at a retail price of a maximum of 2/3 of the retail price of the original edition, index-regulated up to the year in which the cheap edition is published.

The terms and conditions which apply to publication in book club editions, cheap editions or anthologies shall, in each individual case, be subject to agreement with the author.

Insofar as the Norwegian Publishers' Association and the Norwegian Association of Non-fiction Writers and Translators have agreed on terms and conditions for such use, these terms and conditions shall apply. Section 2.5 shall apply correspondingly to such editions.

Where the publisher exercises its preferential right of first refusal, cf. Chapter 2, in addition to the standard contract, contracts shall be signed for each individual publishing format, cf. Section 2.2. Such contracts may be signed prior to, simultaneously with or subsequent to the signing of the present contract.

1.2 Scope, etc. of the work

The work comprises/has been estimated to comprise

..... standard pages of text containing 2,000 characters

..... pages/number of illustrations.

The complete manuscript was sent in/is to be sent in by (date)

.....

The illustrations/proposed illustrations are to be sent in by (date)

.....

An initial print run of copies will be made of the first printing.

The number of copies in any subsequent printings and editions shall be determined by the publisher in each individual case. For information on the publisher's obligations regarding notification, etc., see Section 11.

1.3. Notwithstanding the book rights transferred to the publisher under the contract, the author shall:

a. be free to include the work in an edition of his/her collected or selected literary works 3 - three - years after publication of the first edition. Such an edition shall first be offered to the publisher or, where the author's works have been published by different publishers, to the one considered to be the author's main publisher, cf. § 39 e, subsection 5 of the Copyright Act.

b. be free to enter into a contract with another publisher to include the work, or parts thereof, in an anthology 1 - one - year after the year of publication of the first edition, provided the scope of the contribution to the anthology is within the limitations laid down in § 18 of the Copyright Act. The author's right to enter into a publishing contract for an anthology does not apply to works intended for educational purposes, provided the anthology is for the same purpose.

c. be entitled to publish the work in a cheap edition, provided the publisher has not published a cheap edition within 3 - three - years since the latest printing was made available for sale, and sales during the past year accounted for less than 10 % - ten per cent - of the latest printing. The author's right to publish a cheap edition does not apply to works published for educational purposes, and it can only be exercised if the publisher fails to undertake, within 1 - one - month of receiving the author's written request, to publish a cheap edition within 12 - twelve - months.

1.4 Obligation of loyalty

The rights and obligations of the publisher and the author pursuant to this contract shall be carried out faithfully, in accordance with the obligation of regarding the mutual exchange of information and without impinging upon the moral or financial interests of either party.

1.5 Use for marketing purposes

The publisher has the right to use the work, or parts thereof, in normal marketing of any kind, but [the publisher] shall procure the author's consent where such use requires adaptation or summarisation, or where it would otherwise be natural to consult the author. Use of the work for marketing purposes over the Internet or the like requires the author's consent in advance.

2. OTHER RIGHTS

2.1 In general

All rights other than those mentioned under Section 1 shall be retained by the author, subject to the limitations entailed by the provisions below.

2.2. The publisher's preferential right of first refusal

The publisher has the right of first refusal to publish the work:

a. in machine-readable format, e.g. from the Internet, databases, CD ROMs, diskettes, magnetic tapes and the like;

b in talking book format;

c. in microfilm format.

The author understands that the work may be produced, stored, processed or made available to the public in a non-media-specific machine-readable form.

Where the preferential right is exercised, the publisher shall have the sole and exclusive right to publish the work in the formats in question.

When availing itself of rights pursuant to this provision, the publisher shall enter into a separate contract with the author, specifying the terms and conditions for the format in question at the same time as entering into this contract, or at a later date. Insofar as the Norwegian Publishers' Association and Norwegian Association of Non-fiction Writers and Translators agree on such terms and conditions, these terms and conditions shall form the basis of the contract.

Where this is not the case, the publisher shall draw up a draft contract to be used as the basis for negotiations with the author. Where the parties do not reach agreement on the terms and conditions to apply to the format in question, either party may request that the terms and conditions be evaluated by arbitrator who shall be appointed jointly by the Norwegian Publishers' Association and Norwegian Association of Non-fiction Writers and Translators.

2.3 The publisher's right to use parts of the work

The publisher has a non-exclusive right to use parts of the work as part of other electronic publications produced by the publisher. The format shall be agreed with the author in writing in each individual case. Insofar as the publisher avails itself of this right, the publisher acquires the exclusive right to the parts used for the formats in question.

The author may, him- or herself or through others, use parts of the work in electronic format and the like, provided such use can not impinge upon the publisher's exercise of its rights in the work. The publisher shall be notified in writing without undue delay about any plans for such use, cf. Section 1.4.

2.4 Third-party contracts

Contingent upon the consent of the author in each individual case, the publisher is entitled to transfer its rights to use the work to a third party. Section 2.2, subsection 5 shall apply correspondingly, and both the publisher and the third party are responsible for compliance. See also Section 15. Insofar as DnF and NFF agree on the terms and conditions to apply to the format in question, these terms and conditions shall also be used as the basis for the third party contract.

In cases in which the publisher does not avail itself of its preferential right and the author has an offer from a third party for the rights referred to in Sections 2.2 and 2.3, the author shall notify the publisher of the offer in writing. The publisher is entitled to enter into such a contract with the author, or to supersede the third party on the same terms and conditions. The provision in Section 2.2, subsection 5 shall apply. The publisher shall confirm entry into any contract within seven weeks of receiving notification from the author. Prior to the expiry of this deadline, the author is not entitled to enter into a binding contract with a third party.

2.5 The publisher's obligation to actively avail itself of the preferential right of first refusal

The publisher shall make active efforts to avail itself of its rights under Section 2.2. The obligation of activity shall be examined specifically in the light of the type of format in question, the nature of the work, market conditions and other circumstances.

Where the publisher's rights under Section 2.2. are not exercised within 18 months after the work is published, or within some other specifically agreed deadline, and the publisher has not within 1 - one – month following a written request from the author undertaken an obligation to avail itself of these rights within 6 months, the author may avail him- or herself of these rights without impinging upon the publisher's right of first refusal. The same applies where the publisher does not enter into a contract as mentioned in Section 2.4, subsection 3.

2.6 Use in newspapers, etc.

The publisher is entitled to enter into agreements to publish parts of the work in printed or digital form in newspapers, magazines, periodicals and similar publications. Agreements into which the publisher wishes to enter are subject to the author's approval. The author is entitled to enter into such agreements, subject to the approval of the publisher.

2.7 Dramatisation

The author may not enter into agreements for the dramatisation of the work without the publisher's consent.

Where such an agreement is reached, the publisher may claim remuneration, which shall be paid by the producer in question, and which shall be in reasonable proportion to the publisher's efforts in connection with the publication of the book. The publisher may make its consent contingent upon financial remuneration, but not upon other conditions related to dramatisation. Where the publisher claims remuneration, the amount shall be relatively modest compared with the remuneration paid to the author.

2.8 Use in compendia

Regarding use of the work in compendium format, reference is made to agreements, if any, which may exist between NFF and DnF. Otherwise, such use is subject to the consent of the author.

2.9 Termination of the right of use pursuant to the right of first refusal

The publisher's rights under Section 2.2. shall be terminated simultaneously with the termination of the standard contract.

This does not apply to use(s) of the work as agreed with the author prior to the termination of the standard contract.

3. SUPPLEMENTARY MATERIAL

3.1 On the basis of, and in association with, the work, the author/publisher will prepare the following supplementary material intended for use with the work:

.....

The supplementary material will be supplied as follows:

.....

The supplementary material will be reproduced in a first print run of

.....

copies. Insofar as subsequent printings are concerned, see Section 11.5.

3.2 The sole and exclusive right to produce and publish supplementary material in the described form is hereby transferred to the publisher. Unless otherwise agreed, the supplementary material may be sold independently of the work.

4. FEES

4.1 The fee shall be stipulated as the following percentage of the published price per copy sold, calculated on the basis of the price per paperbound copy. Where the work is published in hardback only, the fee shall usually be limited to approximately 85% – eighty-five per cent – of the published price

.....

The fee for supplementary material shall be

.....

4.2 The minimum fee shall usually be 1/3 – one third – of the estimated fee for the sale of the entire first printing, but with the option of agreeing on a higher fee.

5. PAYMENT AND SETTLEMENT OF FEES

5.1 The minimum fee shall be paid immediately if the complete manuscript is delivered upon conclusion of the contract. Otherwise, the minimum fee shall be paid 8 – eight – weeks at most following receipt of the complete manuscript.

As regards educational books subject to approval by the authorities, half the minimum fee shall be paid as described under the first subsection, and the remainder of the minimum fee shall be paid as soon as the work is approved by the public authorities. The same applies in respect of the minimum fee for supplementary works to educational works subject to approval by the authorities. The author may claim payment of the minimum fee for later printings once a printing is made available for sale.

5.2 Outstanding fees shall be settled by 31 August of the year following the year of sale. However, on or after 1 April of that year, the author may demand that half the estimated outstanding fee be paid in advance.

5.3 The payment schedule pursuant to 5.1 and 5.2 of this contract shall be as follows:

.....

- 5.4** Royalty statements shall contain details such as the number of copies printed, the number of remaining copies in stock at the beginning and end of the year, and sales during the year, as well as the calculation of fees. If the remaining copies are entirely or partially disposed of or destroyed during the course of the year, details should be given regarding how many copies were involved, the sale price, and the number of remaining copies in stock at the end of the year, if any.

The publishers' obligation to send out royalty statements shall cease as from the statement period in which there are less than 100 – one hundred – copies remaining at the beginning of a period. Notwithstanding, the obligation to pay fees shall not cease. Information on remaining copies shall be available to the author on request. Publishers are required to keep royalty statements for a period of 10 - ten - years.

- 5.5** Up to 3 - three - months after receiving the royalty statement, the author is entitled to request that a state-authorized public accountant confirm that the royalty statement is commensurate with the publisher's accounts, cf. otherwise §39 of the Copyright Act.

6. COMPLIMENTARY COPIES AND DISCOUNTS

- 6.1** The author is entitled to 25 – twenty-five – complimentary copies of the first printing, and 10 complimentary copies of subsequent printings. Where the work is published in parallel editions [in Standard Norwegian and New Norwegian], the author is entitled to 10 - ten – copies of the first printing of each parallel edition, and 5 - five – copies of subsequent printings, respectively. Where there are several authors, a larger number of complimentary copies may be agreed for distribution among the authors as agreed. Where the work has been revised following publication, the same applies for the revised edition. The author is entitled to a number of copies of supplementary materials which corresponds to the number of complimentary copies he/she received of the work. Complimentary copies of other supplementary material shall be subject to special contract.

Beyond this, the author shall be entitled to buy an unlimited number of copies for personal use at the retail price less the authors' discount which applies at any given time.

7. SCRIPTS

7.1. Unless otherwise agreed, the script shall be ready for typesetting on delivery, i.e., complete with regard to content and form. The script shall be delivered either typed or on diskette. Where the publisher, as a result of circumstances which may be traced back to the author, must cover the extraordinary costs involved in having the manuscript rendered ready for typesetting, including, for example, comprehensive linguistic revisions, retyping, etc., the publisher may demand that these expenses be borne by the author. In such case, the latter must be notified in advance.

7.2 The author/publisher shall prepare the following indexes, etc.:

.....

7.3 Where the nature of the work requires special graphic design, this shall be subject to consultation between the author and the publisher. The same applies to the design of the cover.

7.4 Once a script ready for typesetting has been delivered, the author must not make any alterations to the script which would significantly change the nature or scope of the work without the consent of the publisher. If the author wishes to introduce such changes, the publisher cannot allow the script to be printed unaltered, but can cancel the contract or demand compensation for expenses already incurred. Where the manuscript is already in production, the publisher may proceed with publication unless the author produces a guarantee for the compensatory amount.

7.5 The author shall notify the publisher on delivery if he/she does not have a copy of the script when the original is delivered. The original script is the property of the author and shall be returned to him/her when the publisher no longer has use for it.

8. ILLUSTRATIONS AND PICTORIAL MATTER

8.1 Illustrations and pictorial matter to be used in the work shall be obtained by:

The author and/or the publisher (delete as applicable).

Illustrations to be obtained by the author intended to be rendered into a working drawing by the publisher should be delivered as clear sketches.

8.2 The selection and editing of illustrations and pictorial material shall be subject to the author's approval where feasible. The author may request that the colophon provide information regarding the responsibility for the selection and editing of illustrations and pictorial matter in the work. The captions accompanying illustrations and pictorial matter shall, in every case, be subject to the approval of the author.

9. PROOF-READING

9.1 The publisher shall be responsible for the first proofs. The author has the right and obligation to proof-read every printing in which any changes have been made compared with the preceding printing.

9.2 Script corrections should be avoided. Should the author choose to make corrections which significantly add to the cost of production, the publisher can demand that additional expenses in excess of 15% - fifteen per cent – of the original type costs be paid by the author. Should this be the case, the author must be notified in advance.

9.3 The author shall be given the opportunity to see the page proofs/mounted proofs where feasible.

9.4 Failure on the part of the author to return the proofs within a reasonable time, after having received a reminder, will be perceived as approval, and the publisher can allow the work to go to print once typesetting errors have been corrected.

10. THE PUBLISHER'S OBLIGATION TO PUBLISH

10.1 The publisher is obligated to publish the work within a reasonable period and to ensure its distribution in the usual way. If the work has not been published within 18 - eighteen - months at the latest for illustrated works and within 2 - two – years of receipt of the complete script, the author can cancel the contract and claim compensation. The author has the same right if the publisher has notified him/her at an earlier date that the work will not be published. Compensation is usually set at the author's fee for the sale of the first printing. Fees received shall be deducted from the compensatory amount. The author's right to claim compensation for loss over and above this is not covered by this provision.

10.2 The author may cancel the contract if the work is sold out and the publisher fails to confirm within 6 - six – months of the author's written request, that a new printing will be published. A printing is considered sold out when the number of remaining copies does not exceed 100 – one hundred.

As regards works for educational purposes which are published in small print runs, the size of the remaining stock must be considered in the light of the size of the target group.

10.3 Where the script has not been received by the agreed date, the publisher may give the author an extension of at least 4 - four - weeks. If this deadline is not observed, the publisher may cancel the contract. The publisher has the same right if the script received after the contract was signed is not commensurate with the work on which they agreed.

10.4 If a work is denied approval by the authorities after both the publisher and author have done what can reasonably be expected to gain approval, the publisher may withdraw from the contract.

11. NEW PRINTINGS/IMPRESSIONS

11.1 The publisher shall notify the author well in advance when new printings/ impressions are to be published and about the size of the print runs. The author is entitled and obligated to make any necessary changes to bring the work up to date. The changes shall be made within an agreed deadline which is relative to the available production time.

In the case of new printings of manuals, textbooks or works of a similar nature, where the author is unable or unwilling to bring the work up to date, the publisher is entitled to assign updating work to another person approved by the author or the author's relatives. This person's reimbursement shall be covered by the author's fee.

11.2 When new printings/impressions are put into production more than 1 - one - year after the publication of the first printing, the author shall have the right to make other changes, provided the nature of the work is not altered significantly. If no changes have been made within a reasonable period of time, the publisher may set a short deadline and, if this is not observed, publish a new printing of the work. In educational works subject to approval by the authorities, such changes must always be assessed in the light of the rules of approval.

11.3 Where the author wishes to make changes over and above those outlined in Section 11.2, the publisher may cancel the contract but is not entitled to print the work without the changes.

11.4 New printings/impressions of supplementary material shall be produced in a quantity commensurate with the size of the print run of the work. Otherwise, the provisions of Section 11 shall apply where appropriate.

12. SURPLUS COPIES

12.1 The publisher is entitled to produce a number of surplus copies, not to exceed 10% - ten per cent – of the first 2500, 5% - five per cent – of the next 2500 and 2% - two per cent – of any other copies. The same figures apply to a revised edition if the work has been subject to post-publication revision.

12.2 Contracts may be drawn up for production of larger numbers of surplus copies where works published for educational purposes are concerned. The same applies to supplementary material, provided the number of surplus copies corresponds to the number of surplus copies of the work.

12.3 Surplus copies should only be used in production, marketing, as presentation copies for critics, as complimentary copies for the author, and as replacement for copies which have been damaged or are defective, or in other ways rendered unsuitable for sale.

12.4 Authors' fees for surplus copies offered for sale shall be calculated in accordance with Section 4. Surplus copies destined for other uses should be marked.

13. CLEARANCE

13.1 Once the year of publication and the subsequent calendar year have elapsed, following consultation with the author, the publisher may sell remaining copies at a reduced price. In such cases, the author is entitled to 25 – twenty-five - complimentary copies. Should the author opt to buy the remaining stock, or part thereof, he/she shall pay the agreed reduced price less the bookseller's mark-up. Copies remaining unsold after being on sale at a reduced price may be disposed of freely by the publisher, after having first invited the author to buy them at an agreed discounted price.

The author can inform the publisher if there are particular reasons for not putting the work on sale. The author must be notified of the impending sale sufficiently in advance to ensure that such a consultation can be arranged.

14. EXTRAORDINARY DEVELOPMENTS

14.1 Should the printing or part thereof be lost, destroyed by fire, water damage or other accidents while in the care of the publisher, i.e., in the publisher's warehouse, at the printer's, at the bookbinder's, etc., the publisher may replace the damaged copies with reprinted copies. If the publisher does not wish to reprint, it may pay compensatory fees in accordance with an assessment of the work's potential sales value.

14.2 Should extraordinary circumstances arise and significantly change the terms which apply to the publication of the work after the contract has been entered into, both the publisher and the author have the right to withdraw from the contract. The author shall receive reasonable compensation if the publisher exercises its right to withdraw.

14.3 Where the publisher or the author

- ceases payments,
- opens composition proceedings or debt negotiations,
- is declared bankrupt,
- or is party to liquidation,

and the parties cannot agree as soon as possible on the conditions for continuation or cessation of the publisher's contract, the other party may cancel the publisher's contract with immediate effect. Otherwise, the Bankruptcy Act shall apply.

15. TRANSFER OF THE RIGHT TO PUBLISH

15.1 The publisher is not entitled to transfer its rights as outlined in the contract without the consent of the author unless the rights are the property of a business or a business division and are transferred with same. The transferring party shall continue to be responsible for fulfilling the contract with the author, see also Section 2.3.

16. TERMINATION OF THE STANDARD CONTRACT

The standard contract may be terminated by either party with one year's written notice following the expiry of the fifth year after the last printing in book form is made available for sale. Works published for educational purposes require two-years' notice of termination.

Where, through price reductions or destruction, the publisher has fewer than 50 copies of the book in stock and a new printing is not initiated within a reasonable period of time, the standard contract may be terminated by either party with 1 – one – month's written notice.

If signed prior to the termination of the standard contract, a contract regarding the publisher's preferential right of first refusal pursuant to Chapter 2 shall not be affected by the termination of the standard contract.

17. DISPUTES

17.1 In the event of disputes arising between the publisher and the author concerning the use, interpretation or legal ramifications of this standard contract, with Appendices A and B, either of the parties may request that negotiations be conducted by the standing dispute committee, to which the Norwegian Publishers' Association and the Norwegian Association of Non-Fiction Writers and Translators each appoint 2 - two - members.

17.2 Where no contract is reached through negotiation, the conflict shall be sent to arbitration. The Norwegian Association of Non-fiction Writers and Translators and The Norwegian Publishers' Association shall each appoint 1 - one – representative to the arbitration tribunal. These two shall jointly appoint the chairman of the tribunal. Should they fail to agree, the chairman shall be appointed by the Chief Justice of the Oslo City Court.

This contract has been issued in copies, one for each party.

Place: Date:

.....
(Author)

.....
(Publisher)