

NEGOTIATING PAYMENT FOR TRANSLATIONS



Never feel uncomfortable about asking to be paid fairly. As the translator you are entitled to share with the author and publisher in the success of your work.

Fair remuneration for the use and exploitation of your work is at the heart of the SoA's [CREATOR](#) campaign. We are also a member of the Creators' Rights Alliance's [#PayTheCreator](#) campaign, which brings together the campaigning work of different member organisations to collectively call for creators of all types to be paid properly.

1 Remuneration is a matter for negotiation between you and the publisher.

In our experience translators and UK publishers currently negotiate fees starting in the region of £100 per thousand words. The word count can apply to either the source or target language. Source language is more common but sometimes it may be more beneficial to base the word count on the target language. Structural differences can mean a significantly lower word count when translating from some languages into English. Just check you and the publisher agree which you are using and ensure it is stated in your contract.

2 Publishers sometimes assume £100 is a recommended rate. It is not.

Competition law does not allow us to recommend a rate. Neither is it a standard rate nor a maximum rate. It is a blended observed rate based on our extensive observations of contracts from the 800+ members of the SoA's Translators Association and provides a professional and flexible framework for negotiations between translator and publisher.

The fee may be considerably higher than £100 depending on various factors which you and the publisher will want to consider. How long will it take you to complete the translation? Does the publisher need the translation by a very tight deadline? Is there grant funding available to support the costs? Are there specific complexities with the text? Will you need to do extra research? If you translate from a language with a smaller pool of translators then you may have more leverage to push for a higher fee. Don't forget external factors too; rising inflation means that if you accept the same rate you agreed for a translation three years ago then you will earn less in real terms. Whether it's your first book or your

fiftieth the publisher should still pay you fairly. Using lack of experience as a reason for paying you less than £100 is not acceptable.

3 For some types of work the word length won't accurately reflect the time involved.

A publisher shouldn't expect to pay £18 for a 180-word rhyming text for a children's picture book. In such instances it is usually better to charge a project fee calculated on a daily rate. Factor in editorial time and the rights you are granting. Check the SoA [Rates and Fees](#) page for more information on calculating rates.

- In our experience contracts for *children's picture books* start in the range of £300-£600 rising to £1000 or more. Again, specific factors can influence the fee. Picture books tend to require intricate editorial collaboration so factor in additional time for word play, rhyming etc.
- Payment for *graphic novels* is usually calculated on a flat rate per page basis. A page without words, including sound effects, is unpaid. The rates we have observed from UK, US and European publishers are usually around £10 per page or equivalent.
- For *poetry* we have observed payment in the region of £1.10 per line with a minimum of £35 per poem. Most poetry contracts we see are for anthologies and again, these are often costed on a project basis. Much can depend on the publisher. An established publisher in receipt of external funding might pay a flat rate £1,000 for a book-length project. A smaller press may have paid the original poet very little or anything at all so will have even less in its budget for the translator.

4 Don't forget to check when and how the fee will be paid.

This can make a big difference to your cash flow and make you vulnerable to any delays with the project. Payment is usually half on signature of contract and half on delivery/approval although in some instances it can be mutually beneficial for you and the publisher to agree smaller, more frequent payments. However, in the current climate where small independent publishers are struggling bear in mind that getting paid as much as possible upfront is your best protection. So while smaller payments may help to get a project off the ground this should be balanced with the potential risk.

Sometimes acceptance is qualified as receipt of the 'final' or 'complete' manuscript and it's worth checking with the publisher what they mean by this, otherwise you may not be paid until the final proofs stage.

It's all about context.

5 Payment is not just the agreed sum you will be paid for completing the translation.

Other terms in your contract can significantly impact on how much income you will receive from your work. The SoA **Guide to Translator-Publisher Contracts** gives you a guide to the basic terms we expect to see in a contract as well as a commentary to help you understand the implications for your work. Context is important when it comes to contracts; you need to consider all the clauses not just specific points in isolation.

6 Fair remuneration is about rights, royalties, licensing income and other terms.

Your contract should include provision for you to benefit from income from the sale of your translation. Is it a flat fee? You may be getting a very good fee but nothing in royalties or subsidiary rights. If you are being paid a royalty is your fee an advance against royalties or a fee plus royalties from the first copy sold? A royalty from first copy sold may help to offset a low fee.

7 Get as much information as possible from the publisher about their plans for your translation.

This will help you work out how your advance might earn out. What is the print run? Will there be an audiobook? Any plans for a US edition? Which sales do they expect to generate the most royalties? Be aware that publishers offer discounts of well over 50% to bookshops (and higher for Amazon) and insist on paying smaller royalties as discounts increase. These reduced royalties will make it more difficult to earn out an advance.

Your publisher may have obtained a grant – often from a cultural institute fund - to support the cost of commissioning the translation. The SoA view is that, where funding terms permit, this income should contribute towards earning out your advance. Don't feel awkward asking your publisher about this.

We're often asked to make a standard recommendation on **royalty percentages** and again this is difficult, not just because of competition law but because it is hard to give figures out of context.

As the translator, your royalty should come out of the author share, usually 80:20 in favour of the author. But this depends on the terms of head contract with the original publisher and agent/author. Publishers sometimes fail to factor in a royalty for the translator at the time they negotiate the head contract.

We continue to work with publishers to encourage greater awareness and transparency on this issue. There is often little left in the pot for the translator which can mean no royalty or the publisher paying a small royalty to the

translator from their share of the income. This can be particularly problematic with subsidiary rights when the publisher licenses to a third party.

We would expect **subsidiary rights** income to be divided in the same proportion as the head royalties. Your percentage should be higher if the publisher doesn't have the matching rights in the original work and is simply licensing your translation to someone who does.

If there is no royalty we will always encourage you to go back to the publisher and query this. Sometimes emerging translators assume a royalty is only payable to established translators. This is not the case and you should never let your limited professional experience prevent you from negotiating with a publisher.

Don't forget your rights are an asset too.

8 Retaining rights is another way of earning income from your work. The more rights you can control the more opportunity to have to exploit your work and secure additional sources of income. Rights are usually taken for the duration of copyright subject to earlier termination in certain circumstances, but if you're translating short stories or poetry your contract may grant rights for a limited time or on a non-exclusive basis after a certain period has elapsed. So you can still place your work elsewhere.

Sometimes a publisher will ask you to give up copyright in your work. This is more common in the US where you may be offered a '**work for hire**' agreement, particularly if you are translating a graphic novel. There is no need for the publisher to ask you to assign your copyright. They can still exploit your work by taking an exclusive grant of rights. Assigning copyright means you give up all control over how your work is used in perpetuity as well as potential future source of income. See our *Guide to Fee-based Commissions* for more details and ways in which you can still protect your rights.

The rights you grant in your translation should mirror those held by the publisher in the original work. They shouldn't take more rights than the ones they control, rights which they are unable to use or rights they don't plan to actively exploit. For example, a publisher may take film rights but is unlikely to be able to use them because they will not have acquired film rights in the original book.

If you translate from a less widely translated language your translation may be used as a bridge into a third language. Hold on to these 'relay rights'. The financial compensation is low – often around £100 – but it gives you more control over the use and credit of your work. Check out our updated *Guide to Relay Translation* for more information.

Think creatively about how you can improve terms and boost your income.

9 Will the publisher extend the deadline? A longer deadline gives you the flexibility to increase your income by fitting in shorter, better paid work whilst working on a project which is less well paid. Are you translating the latest novel in a series? Don't just accept the same fee and terms you agreed six years ago. Ask for sales figures for the previous books; strong sales can help you push for a royalty.

10 Your work is your shop window. Make sure it has your name on it!

Campaigns such as the *#TranslatorsOnTheCover* and *#NameTheTranslator* are successfully raising the visibility of translators. Just remember that a credit on the front cover is not a substitute for poor contract terms. Metadata is important too; ensure your publisher lists you with the author so that your name appears on Amazon and in Nielsen Book Scan sales data. Crediting the translator in this way also helps to track translation sales more effectively. If more people are reading and buying translations then there is more work for translators!

11 Negotiating on what seem to be small details can cumulatively make a difference not just to your income but to you as a translator.

It's professional and empowering to take ownership of your work as a creator. It's good for the publisher too. If you're treated professionally and paid accordingly, then you will be fully engaged and committed to the project's success.

All SoA members are entitled to unlimited professional advice. Contact us for confidential clause-by clause contract vetting, a free copy of any of our SoA Guides or for advice on any concerns or queries.