**Agreement**

We, Tagari Publications of Sisters Creek, Tasmania, Australia, ABN 32042143426, hereafter known as ‘The Proprietor’ (TP), hereby grant to

[INSERT NAME OF ORGANISATION AND REGISTERED ADDRESS] permission and exclusive rights to translate, publish, and distribute the work entitled: *XXX* by Bill Mollison, hereafter know as ‘the Author’, into the [agreed language] language.

Hereinafter known as the Approved Publishing Affiliate (APA) – for the title XXX in the XXX language.

These rights are granted on the basis that TP is the exclusive publisher of the Author’s works and the rights being granted do not include copyright to the work in the XXX language. All text, graphic, imagery and any other elements of the book, are the copyright of Lisa Mollison© in the XXXX language and shall be stated as such on the imprint/copyright page of the book which is the subject of this agreement.

This Agreement, including Appendices 1, 2 and 3, will take effect on the date of the signatures of both parties below, subject to the following conditions:

**1. Copyright**

1.1 Copyright of the entire work including, but not limited to, all text, illustrations, design and layout is in the name of Lisa Mollison© and not in the name of any other person, organisation or body.

1.2 Through its dealings with third parties that it may engage for the purposes of translating, illustrating, designing, laying out, printing or distributing the work, the APA must ensure that all parties clearly understand that the copyright of the work in its entirety remains the property of Lisa Mollison.

1.3 The APA shall not share information or distribute electronic files with any third party who has not entered into a specific agreement with TP other than for the purpose of translating, illustrating or printing of the works detailed in this agreement.

**2. Holding bond**

2.1 Upon signature of this agreement, TP shall issue an invoice for the holding bond, the APA is to pay TP a sum of $2,000AUD via direct deposit to the bank detailed on the invoice. This non‑refundable sum, referred to as the ‘holding bond’ or the ‘holding deposit’, provides you with interim exclusivity to the agreed language until such a time as the final work(s) is or are approved and printed.

2.2 Upon payment and receipt of such bond, the APA shall be entitled to commence the translation of the work referenced in the first paragraph of this agreement into the nominated language. A clean new hard copy of the work(s) in question will be mailed to the APA**.**

**No electronic files will be provided.**

2.3 Such translation shall be done to a high standard and accurately reflect the content and tone of the original work by the Author and completed in a timely manner as per Clause 3 of this Agreement.

2.4 When the translation has been completed in accordance with the Agreement requirements, the bond money will be deducted from Royalty monies due by the APA to TP prior to the printing of the translated work(s).

2.5 If, for whatever reason (intentional or unintentional) the APA has not fulfilled their side of this Agreement within the agreed timeframes, the holding bond will be forfeited.

**3. Timeliness of production of translated work(s)**

3.1 TP sets the time frame for the completion of the translation work. This is to ensure that the organisation keeps the translation moving forward and produces a completed translation in an acceptable period. Failure to do so without an agreement to extend, signed by both parties, will result in this Agreement becoming null and void and all bond monies forfeited.

3.2 The APA shall produce a completed translation of the text within X months of signing this agreement.

3.3 The APA shall produce a final pre-print translation of XXX within X months of signing this agreement.

Failing this:

a. One extension only to these time frames may be granted, in writing, at the discretion of TP and will be of XXX months duration only. A fee of $500AUD per extension will apply and is to be paid by the APA prior to the commencement of the extension period; or

b. the Agreement shall be declared null and void and the rights to assign or re-assign the translation rights to such works shall revert to TP.

**4. Imprint/copyright page**

4.1 In addition to the details already included in the imprint page of the work, the following details shall also be included on the imprint page of the translated works;

•      The name of the printer and translator; and

•      The date and number of books printed for that print-run (e.g. Reprinted in Polish – June 2020. 1,000 copies).

**5. Certified translation**

5.1 See Appendix 1 to this Agreement for considerations in relation to proofreading and final translation approval, including where deviation from the original text in cases of idiomatic use of language may better serve the reader.

5.2 TP will work with the APA to provide clarification of any terms or definitions as may be required for accuracy.

5.3 When the proposed final translation is in a ‘pre-print review copy state’ it is submitted to TP for review. A letter certifying and confirming the accuracy of the translated work to the original from a qualified professional translator, independent of the project, must also accompany the pre-print preview copy. These materials may be provided digitally to TP.

**6. Final review and approval**

6.1 Upon receipt of the proposed final translation and layout of the work, TP may also engage its own translator and, at its own expense, conduct a final review of the works provided.

6.2 If the work is deemed to be faithful to the original, TP shall approve the translation before it is printed and shall take no longer than eight weeks to do so.

**7. Provision of final works**

7.1 An electronic copy of the completed, print ready translated works is to be sent to TP and held in trust indefinitely.

7.2    At the completion of each print run, and in addition to the payment of royalties as per Clause 8 below, a of total of twenty five books will be forwarded to TP at the APA’s expense. The address for such delivery will be advised at the time of printing.

**8. Royalties**

8.1 The APA – XXX Language intends to print XXX books in the first print run, therefore TP will be paid a total of $XXXAUD before printing occurs. Such payment is to be made in advance of the print run and cover the number of books for that print run, minus any amount paid as a holding bond as referenced in Clause 2 hereinabove.

8.2 A copy of the Printer’s Invoice is to be presented to TP each time a print run is done.

8.3 In the case of subsequent print runs, the amount due shall be $XXXAUD per book.

**9. Reprints**

9.1 In the eventuality of a reprint, or reprints, the APA will respect the same conditions as mentioned in this Agreement.

9.2 Every print run of the translated work must have the re-print authorisation form completed by the APA and TP and signed by both parties concerned before printing occurs. The APA agrees to complete the re‑print authorisation form as per Appendix 3 to this agreement and provide it to TP on a timely basis. TP shall provide such authorisation on a timely basis, being no more than twenty one calendar days from receipt of the re-print authorisation. The APA shall:

a. Update the imprint page as per Clause 4, herein above;

b. Provide TP with a copy of the printers invoice;

c. Pay TP royalty payments; and

d. Abide by Clause 7 in respect of provision of books to TP.

**10. Duration of Agreement**

10.1 This agreement will have a duration of ten years from the date of execution of this agreement and can be re-negotiated as early as twelve months prior to its expiration. Any such agreement may be subject to reasonable alterations and amended conditions, as may be mutually agreed.

**11. Reporting requirements**

11.1 The APA undertakes to provide a completed market report to TP twice a year in response to an electronic questionnaire which they shall receive. Examples of inclusions of such reports are specified in Appendix 2 below.

11.2 Failure by the APA to provide timely and regular reports, as outlined in Clause 11.1, shall constitute a breach of agreement and may be reasonable grounds for this Agreement to be declared null and void by TP.

**12. Non-transferable**

12.1 Copyright to the book remains in the name of the Lisa Mollison and not in the name of TP, the APA or any other person, organisation or body.

12.2 This agreement and all rights assigned herein are non-transferable.

**13. Cessation of the Agreement**

13.1 Upon cessation of this agreement, whether by:

a. mutual agreement;

b. a breach of the agreement that leads to it being declared null and void; or

c. upon reaching ten years after the execution date below (where not renewed by mutual agreement)

all work conducted by the APA in relation to this undertaking, including but not limited to, translations, translation notes, documents, layout files for printing and graphical elements, must be returned to TP (in both physical and electronic forms) and never be used, published, shared or uploaded in any format by the APA.

13.2 At such time, the rights of the APA to the translated works in the XXX language shall revert to TP to be assigned as they deem fit.

13.3 Upon cessation of the Agreement, the APA shall also cease to be able to identify or promote itself as a current and active affiliate of TP, either verbally or in writing.

**14. Governing law**

14.1 All reasonable steps will be taken to assure the mutually satisfactory conduct of this Agreement for the benefit of both parties.

14.2 This includes, but is not limited to, communication to resolve challenges or raise requests with appropriate notice, the accurate and timely completion of reports, and alerting TP in writing to any changes in the circumstances of the APA or its business arrangements which may materially impact upon its ability to fulfil its obligations under the terms of this Agreement.

14.3 Should such steps prove to be insufficient, any dispute arising will be justiciable under the exclusive jurisdiction of the Supreme Court of Tasmania or other relevant court of Australia.

Executed this XXXX day of 20XX, by

[Insert Organisation/Trust Name] Tagari Publications

The Approved Publishing Affiliate The Proprietor,

Signature: Signature:

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Print Name Print Name

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Title Title

**APPENDIX 1: BASIS OF PROOFREADING AND FINAL APPROVAL OF TRANSLATED TEXT**

A letter from a certified professional translator who is independent of the project must accompany the pre‑print review copy and state the accuracy of the translated work to the original. The Proprietor is also to review and approve the translation before it is printed.

This is due to past experiences where a translation has been published and then it has come to our attention that the translated work has lost its meaning to the original text. We are aware that translating into different languages is not a straightforward process and that sometimes translating word-for-word is not the best option. The Author used many idioms throughout the text which we appreciate don’t always translate well. We accept that limited deviation from the original text in cases of idiomatic use of language may better serve the reader.

As part of the collaboration, TP is willing to respond to any questions requesting clarity about the intent or meaning of particular words or sections of the work to be translated. With a view to expediting the process from initial translation to publication, it is preferable that the APA compiles lists of clarification requests for each chapter as it is completed, rather than waiting until the work is concluded. This will ensure that terminology agreed for the earlier sections are reproduced accurately in subsequent chapters and sections.

Below is a list of the basis upon which we review and approve the translated text for printing by way of guidance for your certified professional translator.

**1. Completeness of works**

The APA will be asked to confirm in writing that the translated work has not been changed in any way whatsoever that alters the original content, including illustration(s) or captions. By way of example, in the past, some specific language Publishing affiliates proposed that particular words or images were not necessary or useful for their country, e.g. an image of a chisel plow or water tank. While we appreciate this perspective, we wish to ensure that all students and readers of our works are exposed to all ideas and concepts as originally presented by The Author.

This is especially important as Permaculture, and especially *PERMACULTURE: A Designers’ Manual*, equips both readers and students with information and insights that can be applied across multiple countries, climates and conditions.

**2. Translation of works**

When the work is at final draft stage, the APA shall forward the fully-formatted book in USB format by mail to TP. TP shall then nominate up to twenty eight pages for the APA to have certified by a credible and accredited translator in their country/region. In particular, the translator shall be instructed to play close attention to the following before approving the work as a true and accurate translation of the original work in English:

a. Consistency of terminology employed: Use of a word in one part of the work should be the same as that used elsewhere in the work.

b. Accuracy of the translation: Given the specialised nature of the terminology and concepts employed within Permaculture as a design science, we have found that key concepts need to be translated to ensure that the term is accurate as is any potential meaning inference. For example, swales: the translated term used must clearly indicate that this is an infiltration system. There should be no confusion with this as being a technique used for diverting water.

c. Idiomatic variations: Literally translating expressions directly from English may not be appropriate, e.g. ‘in the ballpark’ meaning ‘in the vicinity of’ or ‘approximately’ would not be translated literally. A local expression that has the same meaning and general tone would be appropriate.

**3. Cultural sensitivities**

As cultural sensitivities that pertain to your chosen language or cultural context may arise from time to time, we expect that you would discuss any such considerations directly with us.

While our commitment is to always maintain the integrity and accuracy of the works, we may consider a caption or slight variation on a case-by-case basis, providing that it does not adversely affect or impact upon the scope or nature of information conveyed.

Therefore, in approaching us with such variation requests, we would ask that any such suggestions for minor variations of text or illustrations;

1. Do not alter the overall message or tone of any work;
2. Continue to convey acceptable and ‘appropriate use’ in accordance with Permaculture design ethics, principles and practices; and
3. Prioritise the reader’s capability to work with scenarios, clients or students from varied cultural and climactic backgrounds internationally.

**APPENDIX 2: REGULAR REPORTING**

To: Tagari Publications

 31 Rulla Road

 Sisters Creek, TAS 7325

 Australia

 Email: sales@tagari.com

From: [APA Name]

Date: XX/XX/XXXX

Title: [Insert Book Title] – [Insert Language] Language Translation & Publishing

 Report for Period: [month / year] to [month / year]

A secure questionnaire will be forwarded to the APA on a half-yearly basis and the APA should, within 30 days, complete details of the published work’s progress and related promotional activity. The APA should email the report to TP in a timely manner as per Clause 11.1 of the agreement.

Questions which may be asked include the following:

1. Number of books sold in the period

2. Summary of marketing or promotional activity, including any discounts or special pricing

3. Any advertising, promotion or publicity coverage received

If applicable, copies of files, links or photos should be attached to the report.

**APPENDIX 3: REPRINT AUTHORISATION FORM**

On this xx day of xx, 20xx, we, Tagari Publications, hereafter called The Proprietor (TP), hereby grant to [Insert APA name], hereafter called the Approved Publisher Affiliate (APA) – [Insert Language] Language the exclusive rights to re-print in the [insert] language the work entitled:

***[Insert publication title]***by Bill Mollison, hereafter called the Author

Subject to the following conditions:

A payment of xxx Australian dollars ($x.00AUD) per book, per print run, is paid to TP. The payment shall be made in advance and cover the number of books for that print run. The APA intends to print [insert number] books this print run and therefore TP will be paid $[insert amount]AUD before printing occurs.

The APA shall present a copy of the printers’ invoice to TP as confirmation of the volume of the run.

Copyright to the book remains in the name of the Lisa Mollison and not in the name of the APA – [Insert language name] language or any other person or organisation.

A total of twenty five books per print run will be forwarded via sea-mail to TP at the APA’s expense, upon the completion of each print run. This is in addition to the payment of royalties detailed above. The APA shall contact TP to re‑confirm the shipping address prior to mailing.

This form constitutes Appendix 3 of the ‘Approved Publishing Affiliate Agreement’ signed and dated the [insert date] day of [month] , [year] to re-print the previously Approved [insert language] translated version without alteration of ***[Insert Book Title],*** other than the minor changes to the Imprint/Copyright page referenced in Clause 4 of such Agreement.

This agreement and all rights are non-transferable.

Every re-print undertaken during the period covered by the ten year Agreement is subject to a reprint authorisation form for each print run and for that form to be signed by all parties and all monies owing to be paid in full before printing commences.

The Authorised Publishing Affiliate Print Name Dated

The Proprietor Print Name Dated