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Section D: TRANSFER OF RIGHTS BETWEEN DEVELOPED AND DEVELOPING COUNTRIES

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John Wiley & Sons, Inc. has always been committed to the transfer of translation rights to publishers in developing as well as developed countries. Over 3000 Wiley titles have been translated into 48 languages, emphasizing our belief that every gain in education, language and cultural awareness helps to reduce by that much the omnipresent danger of misinterpretation and misunderstanding in this complex world.

Few persons outside this room have probably ever considered how dependent we all are on the translation of ideas from one language to another. E.S. Bates stressed such dependence in this opening paragraph of his book, INTERTRAFFIC: STUDIES IN TRANSLATION:

"Nothing moves without translation....No change in thought or in technique spreads without the help of translation, because if it is to spread, it has to spread from people to people, and therefore from language to language."¹

Publishers in Latin and South America have shown great courage, initiative, appreciation and competence in making American scientific and technical literature available in the Spanish and Portuguese languages. They know that the translation of a book is as much an art as a painstaking process to capture the meaning and spirit of the original work.

¹(1)
E.S. Bates, INTERTRAFFIC: STUDIES IN TRANSLATION, Jonathan Cape, London, p.192.

The Latin American market continues to be one of the most active markets for the sale of translation rights. Wiley has licensed over 1500 titles for Spanish and Portuguese translation over the past years, and the list continues to grow into new areas of computer science, technology and medicine.

Just as translation is an art, the transfer of rights is a process, sometimes complex, necessitating above everything else, complete understanding, confidence and trust between licensee and licensor. Without this "universal glue" there can be no agreement or mutual cooperation between publishers. And certainly I would not be speaking to you today about this business of licensing rights -- an intangible yet important commodity, if there were no such thing as copyright!

Because at various times I act as licensor and licensee for John Wiley, I have had experience in both these roles. As a licensee I make certain assumptions of the licensor, that are not always spelled out in the translation license, but which are in some ways tied into a Code of Ethics -- not totally unlike the Knights of the Round Table. Today we are fighting pirates, and not dragons or each other!

As a licensee, I expect a certain degree of service. For example, the licensor will:

1. Supply the latest edition or printing of a book for translation.
2. Supply author's corrections, if any.
3. Supply duplicate illustrative material if necessary at cost, or by loan arrangement.
4. Supply book reviews, advertising material and other marketing information that will help insure the successful sale of the translation.
5. The assurance and support that the licensor will help expedite contact with the author, when translation or other difficulties arise.

6. That the licensor is willing to explore adaptations to the text, offering advice and solutions to problems based on past experience--Essentially to work together to bring the translation project to successful fruition!

On the other hand, the licensor also has certain expectations of the licensee. These expectations have been complied by members of the AAP International Division Foreign Rights and Co-Publishing Committee, and have been termed, the "Great Expectations" otherwise known as Return on Investment!(ROI):

1. That the translation will be the best that can possibly be achieved.

2. That the licensor will aggressively promote the sale of the translation in all possible markets to the best of its ability, and defend its copyright in the translation from piracy and infringement.

3. That the licensor will keep the publisher informed of publication delays -- which can also be interpreted as a signal for the licensor's help.

4. To report and pay royalties on a regular and timely basis as stipulated in the license.

5. To request duplicate film as early on into the project as possible, and not when the translation is about to be printed.

6. To notify the licensor when subsequent printings have been made, or when the translation has gone out-of-print.

You will note I have named six Expectations for each category, although those in the audience can no doubt contribute more.

In the last analysis, those licensors and licensees who live up to their commitments and to the expectations of the other, regardless of whether they are from a developed or developing nation, will enjoy the greatest rewards in the publishing community and in the increasingly competitive rights marketplace.

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