

**Copyright Assignment Agreement for Translations and Narrations
(ver. 1.3 dated 02/07/2024)**

This Copyright Assignment Agreement for Translations and Narrations ("Agreement") is made and entered into by and between the parties as of the date specified at the end of this Agreement.

Publisher:

TEKTIME S.R.L.S. Unipersonale

Via Armando Fioretti, 17

05030 - Montefranco - TR - ITALY

PIVA: IT01585300559

PEC: tektime@arubapec.it

Rights Holder:

Hereinafter collectively referred to as the "Parties" and individually as a "Party".

The Parties agree as follows:

Article 1: Definitions

In this Agreement, unless the context requires otherwise, the following terms shall have the meanings specified below:

- a) **Author:** who may be either a single author or the general "rights holder," is defined as the individual or entity possessing the exclusive rights to the Work (hereinafter referred to as the **Work**) and specified below.
- b) **Work:** Any novel, story, poem, drama, essay, article, and other forms of written expression authored by the Author and of which the Author holds all copyrights.
- c) **Co-Author:** someone who collaborates with the primary Author in creating the Work covered by this Agreement, contributing significantly to its intellectual content and sharing in its ownership and rights as outlined herein.
- d) **Original Language:** The language in which the Work was originally written.
- e) **Translation:** The process of translating the Work from the Original Language into another language or dialect. This includes translating the written text and, if applicable, creating related notes or glossaries.
- f) **Narration:** The process of orally presenting a Translation through words, sounds, or other expressive means for creating an audiobook, podcast, or any other audio format, in any current or future digital format.

- g) **Languages:** any languages or dialects covered by this Agreement, except for those indicated in Annex A.
- h) **Territories:** any territory covered by this Agreement, except for those indicated in Annex A.
- i) **Translations:** All Translations made into Languages
- j) **Narrations:** All Narrations made into Languages.
- k) **Translations and Narrations (TAN):** The entirety of the Translations and Narrations of the Work covered by this Agreement.
- l) **Net Amount:** Compensation received from sales of TAN, reported by distributors chosen at the Publisher's sole discretion, net of VAT, commissions, currency transfers, currency conversions, and any applicable source taxes. The amount of this compensation varies depending on the specific models adopted by each distributor or bookstore.
- m) **Compensation:** The amount paid to the Author for the transfer of the rights for TAN, calculated on the Net Amount as specified in Article 9, and 10.

Article 2: Subject of the Contract

2.1 The Author, on behalf of themselves, their heirs, and successors, grants the Publisher exclusive rights to translate and narrate the Work ("Work") indicated in Annex A - Section 1, in all languages handled by the Publisher, except those listed in Annex A - Section 2, and without geographical limitation, except as noted in Annex A - Section 3.

2.2 The exclusive grant includes:

- a) The right to translate or have the Work translated into Languages, including through third-party licensing.
- b) The right to narrate or have the Translations narrated for creating audiobooks, podcasts, or any other audio format, including through third-party licensing.
- c) The right to publish the TAN in any form, including but not limited to volume, periodical, abridged, digital, printed, or condensed form, and in any format, including through third-party licensing.
- d) The right to reproduce, adapt, and process the TAN or parts thereof in electronic format for dissemination and distribution through electronic devices.
- e) Pre-publication rights (first serial), post-publication rights, book-club rights, anthology rights, and mass-market rights.
- f) The right to adapt the TAN or parts thereof for other media, including but not limited to comic reduction, film adaptation, radio, television, theatrical, animated cartoons, multimedia works, and audiovisual formats, including through third-party licensing.
- g) The right to disseminate, distribute, and market the TAN by any means, including through third-party licensing.

Article 3: Duration and Type of Contract

3.1 This Agreement constitutes a contract for the transfer of the Author's economic rights regarding TAN for the limited period specified in Annex A – Section 5, starting from the date of delivery of the Work.

3.2 Upon expiration of this contract, it will be automatically renewed from year to year, unless either party gives written notice of termination by registered mail with return receipt or by certified electronic mail (PEC), within three months preceding each expiration of the contract.

3.3 The contract is deemed terminated, and the Author regains full enjoyment of their rights related to the TAN in the cases specified in arts. 6, 8, 9, 10, 14 and 16. The Publisher is nonetheless free to distribute editions of the TAN in any format and in the quantity deemed appropriate.

Article 4: Peaceful Enjoyment of Rights

4.1 The Author represents and warrants that they are the sole author and exclusive owner of the Work, hold full rights to it, and have the authority to enter into this Agreement.

4.2 The Author guarantees that the publication of the TAN does not infringe upon third-party rights or violate any laws. The Author agrees to indemnify the Publisher against any claims or damages arising from such infringement.

4.3 The Author undertakes to assist the Publisher in defending the rights transferred under this Agreement if they are challenged by third parties.

Article 5: Author's Obligations

5.1 For the duration of this Agreement, the Author shall not publish or authorize the publication of any works that compete with the TAN covered by this Agreement.

5.2 The Author remains free to publish other works with other publishers, provided they do not violate the non-competition clause concerning the TAN.

5.3 The Author shall cooperate with the Publisher to ensure compliance with copyright laws and to facilitate the Publisher's efforts in protecting the TAN.

5.4 If there are any Co-Authors of the Work, you must obtain each Co-author's consent to the terms of this Agreement (including the rights granted to Author) and obtain their signed written permission to execute this Agreement.

Article 6: Delivery of the Work

6.1 The Author shall deliver the final copy of the Work, complete with all necessary elements such as cover design, synopsis, genre classification, keywords, and any other metadata required for publication, corrected and ready for printing, within seven days from the signing of this Agreement.

6.2 If the Author fails to deliver the Work within this period, the Publisher may terminate this Agreement with immediate effect and recover any advance payments made to the Author.

Article 7: Proofreading and Modifications

7.1 The Author shall proofread the Work and return it within seven days of receipt if the Publisher requests it.

7.2 If the Author fails to return the corrected Work within this period, the Publisher may proceed with the translation and narration based on the initially submitted Work.

Article 8: Form and Timing of Publication

8.1 The Publisher has the exclusive right to determine the number and languages of TAN.

8.2 The Publisher shall publish each Translation and Narration within one month of their completion unless delayed by force majeure or other justified reasons.

8.3 The Publisher reserves the right to determine the edition form, characteristics, and promotional actions related to the TAN.

8.4 The Publisher undertakes to promote the TAN and ensure the Author's name and, where applicable, the names of translators and narrators are displayed.

8.5 The public sale price of the TAN will be set by the Publisher and communicated to the Author in the annual statement.

Article 9: Compensation Determination

9.1 The Author will receive the following percentages of the Net Amount as Compensation:

- ___ % on the first 1,000 EUR,
- ___ % from 1,001 to 10,000 EUR,
- ___ % over 10,000 EUR.

9.2 The Author will not receive Compensation for copies distributed for review, promotion, legal deposit, or unsaleable copies.

9.3 The Publisher has sole discretion in selecting distribution channels, bookstores, sub-distributors, and all other methods of book publication for all languages and territories, except those indicated in Annex A.

Article 10: Advance

10.1 The Publisher will advance the amount indicated in Annex A – Section 4, deducting it from future Compensation and subject to withholding tax, upon receipt of the Author's regular tax document.

10.2 The advance will be paid within 30 days of the Work's delivery.

Article 11: Statement

11.1 The Publisher shall provide the Author with an annual statement by June 30th, covering sales made in the previous calendar year.

11.2 The Publisher shall settle the Compensation within 30 days of sending the annual statement, upon receipt of a regular tax document from the Author.

11.3 Delayed payments by the Publisher will incur a late fee of 0.5% per month on the amount due.

Article 12: Returns and Wastage

12.1 Unsold TAN copies returned to the Publisher will be deducted from sales and not included in the calculation of fees due to the Author.

12.2 The Publisher may dispose of damaged or unsaleable TAN copies without obligation to the Author.

Article 13: Copyright of the TAN

13.1 The economic rights to the TAN belong exclusively to the Publisher for the duration of this Agreement.

13.2 The Publisher may apply copyright protection to the TAN as deemed appropriate.

13.3 At the end of this Agreement, all rights to TAN will revert to the Author.

Article 14: Rights for Reprint

14.1 The rights granted to the Publisher under this Agreement apply to all editions, reprints, and new prints of the TAN.

Article 15: Free Copies for the Author

15.1 The Publisher shall provide the Author with one free digital copy of each Translation and Narration of the Work. Copies of the printed versions of Translations may be purchased by the Author at a 30% discount off the cover price.

Article 16: Termination of the Contract

16.1 The Publisher reserves the right to terminate this Agreement immediately under the following conditions:

- a) The Author breaches their obligations as outlined in Articles 4, 5, and 6.
- b) The number of unsold copies of the eventually printed translated books exceeds 50%.

Upon termination, the Publisher is required to notify the Author via registered letter with return receipt or certified electronic mail (PEC), detailing the reasons for termination. The Publisher also retains the right to reclaim any advance payments made to the Author.

16.2 The Author may terminate this Agreement before the expiration of the contract period by sending written notice to the Publisher via registered mail with return receipt or certified electronic mail (PEC). In such an event, the Author shall be liable to pay a penalty comprising the total advance received under Section 4 of Annex A, along with an additional penalty of 5,000 EUR for each currently published Translation and Narration of the Work.

Article 17: Transfer of Rights

17.1 The Publisher may transfer, wholly or partly, the rights acquired under this Agreement to third parties without the Author's consent.

Article 18: Dispute Resolution

18.1 Any disputes arising from or related to this Agreement, including its validity, interpretation, execution, and termination, shall be settled amicably between the Parties.

18.2 If an amicable settlement cannot be reached, disputes shall be subject to the exclusive jurisdiction of the court where the Publisher has its registered office.

18.3 This contract is subject to Italian law. For any dispute relating to the interpretation, execution, or termination of this contract, the competent court is the court of Terni - Italy.

Article 19: Privacy

19.1 Each party agrees to comply with all applicable data protection and privacy laws and regulations. The parties acknowledge that in the course of executing this Agreement, personal information may be exchanged. Each party agrees to use reasonable efforts to protect any personal information disclosed to the other party and to refrain from disclosing such information to any third party except as required by law or with the express consent of the disclosing party.

19.2 The Publisher agrees to implement and maintain reasonable security measures to protect any personal information received from the Author. Such measures shall be designed to protect against unauthorized access, use, alteration, or destruction of personal information.

Article 20: Miscellaneous

20.1 Any amendments or additions to this Agreement must be made in writing and signed by both Parties.

20.2 In case of discrepancies between the English version of this Agreement and any translated version, the English version shall prevail.

20.3 This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements or understandings, whether written or oral.

Place and date: _____

Author:

Signature:

Publisher:

CEO: Danilo Clementoni

Tektime srls Unipersonale

Via Armando Fioretti, 17

05030 - Montefranco - TR – ITALY

Signature:

ANNEX A

Section 1: Works details

Book Title: _____

ISBN: _____

Language: _____

Section 2: Languages

This Agreement covers Translations and Narrations of the Work in all languages, except for the following:

1. _____
2. _____
3. _____
4. _____

Section 3: Territories

This Agreement covers Translations and Narrations of the Work in all territories, except for the following:

1. _____
2. _____
3. _____

Section 4: Advance Amount (EUR): _____

Section 5: Agreement duration (years): _____

Place and date: _____

Author:

Publisher:
CEO: Danilo Clementoni

Tektime srls Unipersonale
Via Armando Fioretti, 17
05030 - Montefranco - TR – ITALY

Signature:

Signature:

ANNEX B

This document outlines how Tektime S.R.L.S. processes personal data in compliance with Regulation (EU) 2016/679 (GDPR).

1. Data Controller

Tektime S.R.L.S., located at Via Armando Fioretti, 17, 05030 Montefranco (TR), Italy, VAT number 01585300559, acts as the data controller for your personal data.

2. Methods and Purposes of Data Processing

Your personal data will be processed using computer systems and, where necessary, in mixed electronic and paper-based formats. The purposes for which your data are processed include:

- Fulfillment of contractual obligations related to services provided.
- Compliance with legal and accounting obligations.
- Management of data protection and security measures.
- Promotion of editorial products and marketing activities.

With your explicit consent, your data may also be processed for:

- Sending commercial communications via email, SMS, or fax, from Tektime S.R.L.S. and partner companies.
- Conducting market research, statistical analysis, and advertising activities.

Refusal to provide mandatory data required for legal and contractual obligations may prevent us from providing certain services.

3. Categories of Recipients

Your personal data may be communicated to the following categories of recipients, strictly for the purposes outlined above:

- Customers and users.
- Consultants and freelance professionals, including associated entities.
- Interested third parties involved in the management and processing of data.

4. Transfer of Personal Data to Third Countries

Personal data may be transferred to third countries for the purpose of managing data from contracts with users.

5. Data Retention Period

We retain mandatory data for the duration necessary to fulfill contractual and accounting obligations. Data of individuals who do not engage further with our products or services may be deleted or anonymized, unless valid consent for continued retention is obtained.

6. Data Subject's Rights

Under GDPR and national regulations, you have the following rights regarding your personal data:

- Right to access and obtain confirmation of the existence of personal data.
- Right to know the origin, logic, methods, and purposes of data processing.

- Right to request updating, rectification, integration, deletion, transformation into anonymous form, or blocking of data processed unlawfully.
- Right to receive your data in a structured, commonly used, and machine-readable format, where processing is based on consent.
- Right to lodge a complaint with the supervisory authority.

To exercise these rights or for any inquiries regarding the processing of your personal data, please contact Tektime S.R.L.S. at info@tektime.it.

7. Changes to Privacy Policy

This Privacy Policy may be updated periodically, reflecting changes in regulations, services offered, or technological advancements. We encourage you to review this policy periodically at www.traduzionelibri.it/privacy.asp.

By continuing to use our services, you consent to the processing of your personal data as described in this Privacy Policy.

Place and date: _____

Author:

Signature:

Publisher:

CEO: Danilo Clementoni

Tektime srls Unipersonale
Via Armando Fioretti, 17
05030 - Montefranco - TR – ITALY

Signature:
