

Translation Guidelines for playwrights and translators

Introduction

This is a guide to help both playwrights and translators navigate the translation process.

As is often the case, when playwrights and translators begin working together without a signed agreement in place, this ad-hoc arrangement can create disappointment, conflict, and confusion. A letter of agreement, approved by both the playwright and translator, will allow for a transparent and harmonious translation process.

The sample Letter of Agreement, collected suggestions, and practical guidelines contained in this document will hopefully help initiate an open dialogue between playwrights and translators and demystify the translation process.

When a Letter of Agreement between playwright and translator is signed before a play is translated, the proper groundwork is being laid to allow both artists to focus on getting down to work. Then, when the play/translation is slated for production, the Agreement sets the stage for a clean production contract to be drawn up since the playwright and translator have already agreed on royalty splits, billing, territorial rights, etc.

But before we get to all that, many playwrights are probably wondering...

How do I get my play translated?

Personal contact - there is no substitute for it. Do you know a translator? (or a dramaturge, literary manager, fellow playwright who translates?)

If you've encountered a translator you feel you have a connection with, reach out to them. Ask the translator to read your play to see if there's an audience for it in their province or country. Don't limit your play's life by attempting to contextualize it for a foreign audience. What works for a Canadian audience isn't always the same for audiences abroad. If your translator thinks production of your play is possible, then it's time for you both to craft a plan of attack in order to get a commissioning body on board.

In some countries, a well-established translator's interest could be enough to get a theatre (or publisher, or other cultural institution) to commission the translation. But usually, the road to translation is harder. And translators shouldn't be expected to work for free. So, what do you do?

The Canada Council for the Arts will subsidize fees for translations that are commissioned by Canadian or foreign professional theatre organisations that intend to stage a full production of your play. In cases where a foreign organization has proven its ability to develop production opportunities, grants will be available "exceptionally for the translation of works for public readings or public workshops abroad".

For now, there is no public funding source for you to get your play translated first in order to market it and generate an interest for production. So how do you get people interested in producing your play?

One suggestion is to write a synopsis of your play and create a query letter outlining why you both feel your play is right for a particular theatre and its public. This isn't a mass submission process. With the translator's help, choose theatres which have mandates to program plays like yours. What makes your play special to them? Remember, the context will likely be different. One country's heroin addicts are another country's freedom fighters. But to further your cause, include any reviews – translated, if possible – and support material.

If you don't know any translators, then contact local arts organisations with international mandates. Maybe they can help? Playwrights' Workshop Montreal is one of a few great resources. Cultural centres (like the Goethe Institute) could also be good stepping off points. Submit your play to international competitions. Give it to touring actors. You never know what can happen...

And get out there! Go to international theatre festivals/conferences; meet people from abroad, read play translations, etc. Try to get your play read at festivals where there are international presenters, directors and literary managers.

Or – a more ambitious idea – why not set up a reading series and invite translators from various countries to attend? This is a method that has proven to work quite well for the CEAD's members in Quebec.

Each year, the CEAD (a Quebec-based member-driven playwright's organisation) holds a week-long reading series and has a parallel translation component where international and national translators are invited. On top of this activity, they also commission play translations of a selected country's playwrights who, in turn, translate their members' plays. These exchanges have resulted in readings and productions around the world.

The Process

So now you have a translator – great!

Here are a few things that have likely happened up to this point that you should be aware of.

Unless you're paying for the translation out of your own pocket or the translator is investing their time as "sweat equity" to move the project forward - the translator has likely signed a commissioning agreement with a theatre company, an agent, or a publisher. This agreement lays out deadlines and payment schedules. It is separate from a workshop or licensing agreement for production of the play.

As far as payment goes, translators either get paid a "per word" rate or a "fee". In Canada, the Canada Council for the Arts (and CALQ, in Quebec) subsidizes the cost of translations, and theatre companies and publishers will usually "top up" these rates. Although everything is negotiable, the usual per-word rate for play translations in Canada ranges from \$0.16 to \$0.25 (or higher). The rate variance depends on the translator's experience, difficulty of the original work, and other factors.

Once the translator has signed a commissioning agreement, they're going to want to talk to you and ask questions - hard questions - about your play. What inspired you? What are your influences? What's it about? Why did you write it? It's not just about the words – the translator needs to get inside your skin to fully engage and interpret the play. So be prepared and try to be available.

In fact, in the best possible scenario, the playwright and translator would spend some time together, in the same place. There are a few residencies (Tadoussac, Banff Playwrights Colony, etc) out there for this purpose. Or sometimes, the commissioning body provides travel, an honorarium, and per diem for the translator to meet and work with the playwright at a certain point during the translation process. Whatever the case, the more contact between the playwright and translator the better. If the play goes to production, the translator will be the playwright's proxy – especially if the playwright doesn't speak the language the play's being translated into. So the better and closer the working relationship is, the better the play will be served.

Of course, some translators prefer to take the play and work on it alone. And sometimes geography, a tight timeline, and finances can limit the ideal from happening. But most translators and playwrights have reported that having as much contact as possible between them has made for a better translation process which ultimately serves the life of the play.

All in all, it can take anywhere from a week to a year (or longer!) to translate a play. It depends on the play, the translator, the process, etc. Like a play, a

translation goes through several drafts. Some translators consult translation dramaturges to help move the process forward and to make sure they have a second set of eyes on the work. Usually, once the translation is further along, actors will be engaged to read the play so the translator (and playwright) can hear it. Now it's time for rehearsals.

Some Resources

Canada Council for the Arts

<http://canadacouncil.ca/search-results?q=translation>

Playwrights Workshop Montreal

<http://www.playwrights.ca/main.html>

Literary Translators Association of Canada

<http://www.attlc-ltac.org/node>

CEAD (keep in mind – this is an organisation with a mandate to serve its members)

<http://cead.qc.ca/cead/mandate>

Core Literary Inc.

<http://www.coreliteraryinc.com/coreliteraryinc.com/Welcome.html>

Goethe Institute (Toronto)

http://www.goethe.de/ins/ca/tor/enindex.htm?wt_sc=toronto

Maison Antoine Vitez (International Centre for Theatre Translation – Website in French)

<http://www.maisonantoinevitez.fr/>

Centre National du Théâtre (Paris, France – Website in French)

<http://www.cnt.asso.fr/>

Sala Beckett (Barcelona, Spain)

<http://www.salabeckett.cat/>

International Theatre Institute

<http://www.iti-worldwide.org/>

Theatre Without Borders

<http://www.theatrewithoutborders.com>

The Agreement – what’s in it?

As discussed earlier, in order to ensure the process goes smoothly, it’s always best to put everything in writing and sign a “Letter of Agreement”. This is an agreement you sign for every play translation, even if the same translator is translating the playwright.

With a Letter of Agreement in place, standard play production or publication contracts can be drawn up since terms have already been agreed to. If need be, language from the Agreement can be used to adjust contracts.

Here are some key elements that should be in the agreement:

Approval – The playwright has the right to approve the translator’s translation. Although, playwrights often don’t know the language the play is being translated to, so they usually consult a native speaker.

Billing and Credit – In general, the translator’s name is no smaller than 75% of the playwright’s name, which gets billing below the title. Credit seems obvious - but never take anything for granted.

Territorial Rights – Sometimes the playwright grants limited territorial rights and sometimes the rights are worldwide. The case for territorial rights can be made when a translator can’t provide a translation that works for every region. The rights can also have a time limit or term. This allows for a certain translation to run its course before a new one is commissioned.

Royalties – Here both translator and playwright can agree on what royalty percentage they will try to get when negotiating, or when their agent negotiates on their behalf. In Canada, theatres often pay up to a 12% royalty because, rightly so, they acknowledge there are two artists splitting revenues. But royalty percentages vary all around the world: from 6% to 12% or as is often the case for TYA, there’s a per performance rate. This is a “best efforts” clause.

The “Split” – As discussed before, the way the revenue share is commonly split is 60% for the playwright and 40% for the translator. There are reports of lower splits in other countries and sometimes the split can go as high as 50/50. This is negotiable.

Term – A time frame for the agreement. After a certain amount of time (3 to 5 years), the agreement expires and can be renewed or renegotiated.

from the new translation will be paid to The Translator.

While The Translator remains the sole owner of the translation, the Translator may not authorise its use without the consent of The Playwright, and The Playwright may not authorize the use of the translation without the consent of The Translator.

6. It is understood that for all printed promotional material concerning the xx language xx production of The Play, the name _____ will be credited as TRANSLATOR.
7. It is understood that for all agreements and contracts concerning the use of the xx language xx translation of The Play, both The Translator and The Playwright (or their representatives) will make best efforts to negotiate a royalty of ____%.
8. All gross revenues and/or royalties received for either the xx language xx production of The Play, the use of the xx language xx translation, the xx language xx publication of The Play, and all prizes for the xx language xx production of The Play (except when the prize is specifically for either writing or translation) will be paid to The Playwright and The Translator and divided into the following shares:
The Playwright _____%
The Translator _____%
9. This Agreement shall be in force for an initial term of __ years, beginning from the date of signing of this agreement. Such Term shall be renewable upon mutual agreement of The Playwright and The Translator.
10. This Agreement constitutes the entire understanding between The Playwright and The Translator and is binding on either parties' assignees or heirs.
11. This Agreement is made and shall be governed according to the laws of _____.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in

_____ on

_____.

THE PLAYWRIGHT

THE TRANSLATOR

WITNESS