**The legal minimum for literary translators**

1 November 2021, K-Centrum, Senovážné náměstí 22, Prague 1

**The first workshop carried out within the project *Strengthening the Capacities of Professional Organizations of Czech Literary Translators and their Members*, abbreviated to “Translators’ Gym”, was aimed at deepening the knowledge of literary translators in the field of copyright and licensing provisions. Knowledge of their rights as well as obligations is essential for translators when concluding publishing license agreements, because they often negotiate only the amount of the fee and the delivery date of the finished work, and they may unnecessarily enter into a very unfavourable contract or fail to realize all the obligations arising from the contract. 32 participants gathered in the premises of the K-Center and the Union of Translators and Interpreters in Prague. They included both experienced translators and students and beginning colleagues.**

The workshop was accompanied by Rudolf Leška from the law office of ŠTAIDL LEŠKA ADVOKÁTI, a leading Czech expert on copyright issues. Rudolf Leška has a long-term cooperation with professional organizations in the Czech Republic, such as the Authors' Protection Association or the Czech Translators of the North, and he also has extensive pedagogical experience. The theoretical interpretation was widely supported by specific examples from practice.

In the introductory part, the lecturer introduced the translator to the tax system. He spoke about the rules applicable to translation as a secondary activity and about the opportunities available to the self-employed, including different methods of taxation for different types of contracts. He also discussed with the audience, for example, the possibilities of establishing a limited liability company.

Subsequently, we gradually discussed the individual provisions of the publishing license agreements. We talked, for example, about intentional and unintentional breaches of obligations and related contractual penalties. We have clarified what the contractual remuneration should include and what pay period it is appropriate to approach from the position of a translator.

The main topic was the issue of licensing. Rudolf Leška explained how and to what extent it is possible to grant a license according to valid legal regulations and in what a problem may arise which we do not have to know as a layman due to insufficient knowledge of legal formulations – clarified formulations about the method of the use of the work, concepts such as reproduction and distribution works of the public. He also discussed the exclusivity of the license, the topic of granting sublicenses, and transferring the license to third parties. We have clarified the concept of an unlimited license and learned what needs to be observed for the scope of the license, because publishers and translators approach the scope of the license, whether quantitative, territorial or temporal, very individually. For some translators, this is not a crucial issue, while others specify this point of the contract the most. Rudolf Leška acquainted us with the minimum scope of licensing stipulated by Czech legal regulations and added recommendations for negotiations and an explanation of possible consequences of incorrect license provisioning. It was also very interesting to warn of a possible unintentional transfer of collectively managed rights, which could lead to significant disadvantages for the author and complications for the acquirer with the inclusion of a copyright clause. There was also a discussion about the licensing of e-books and audiobooks, especially in relation to the need to sublicense and the exercise of secondary rights.

The interpretation also provided practical warnings on matters of which literary translators are not sufficiently aware, such as that a translation created in violation of the law is also protected by copyright law or that the publisher should have a license from both translators when translating from a translation.

Throughout the lecture, the lecturer was open to questions and comments from the audience. Many participants shared interesting experiences and specific proposals of solutions. The workshop not only contributed to the deepening of knowledge, but also supported networking between colleagues, who had both the opportunity to discuss with the lecturer and share experiences with each other.

Due to great interest, the seminar will be repeated, this time online, so that it will be available to translators who could not attend in person:

<https://prekladateleseveru.cz/akce/pravni-minimum-pro-literarni-prekladatele-online/>

The Czech Translators of the North, in cooperation with the law office of ŠTAIDL LEŠKA ADVOKÁTI, have also prepared the document Principles of Concluding License Agreements:

<https://prekladateleseveru.cz/zasady-uzavirani-licencnich-smluv/>