

AGENT AGREEMENT

for non-fiction literature

Between as the
publisher as agent (hereafter referred to as the Agent)

and

..... as the
author (hereafter referred to as the Author)

an agreement has been signed this day

regarding the following work

.....(title)

1. Scope of the Agent's rights

- 1.1 The Agent has the exclusive right to contract agreements on the Author's behalf for the use of the above-mentioned work by foreign publishers in translation, to an extent equal to that ensuing from the Standard Contract between the parties dated _____ along with any additional agreements that may apply, and this Agent Agreement.
- 1.2 Insofar as it is a common requirement for use of the rights covered by this agreement, the Agent's exclusive rights also cover the right to contract agreements on the selection and use of excerpts, as well as on revisions of the work, including the preparation of summaries. Selection and use shall remain loyal to the standing or distinctive characteristics of the Author or the work. The use of revisions shall be subject to the approval of the Author.
- 1.3 Where the Agent's rights in the work covered by this agreement are contingent upon rightsholders other than the Author, the Author shall inform the Agent of this fact prior to signing the agreement.
- 1.4 Sub-agents may be used. The Agent shall insure that agreements contracted by sub-agents comply with the terms of the Agent Agreement.
- 1.5 The Author may not enter into agreements covered by the agents writes without the agents consent and intervention.

2. Obligations regarding activity and information

- 2.1 The Agent shall demonstrate a reasonable level of activity to ensure that the rights in the work covered by the Agent Agreement are exploited, and inform the Author of all inquiries of significant interest regarding foreign use of the work.

What is considered 'reasonable' will depend on the type of use, given the format and country in question, standard practice, the nature of the work, market conditions and other circumstances. Under certain circumstances, for example, it would be sufficient for the agent publisher to present to work in Norwegian in a catalogue or other material distributed or used at trade fairs or similar events.

- 2.2 The Author shall assist the Agent by providing information of significance to the work of the Agent and the use of the work pursuant to the Agent Agreement. The Author shall also inform the Agent about any foreign use of rights in the work not covered by the Agent Agreement.

3. Relations to co-contracting parties

- 3.1 Remuneration and other contract terms signed on behalf of the Author shall be commensurate with what is considered standard practice for the form of use in question in the country in question. Where there is no standard practice, or where it is uncertain or unclear, efforts will be made to ensure the best possible terms, all things taken into account.

- 3.2 Lower remuneration or less favorable terms than those assumed to be common or reasonable may not be agreed without the Author's consent. Alternatively, agreement may be may conditional on the Author's approval.

Instructions limiting the Agent's performance may only be given by the Author to the extent to which this is a result of the provisions of the Agent Agreement, or if major changes have taken place in artistic, political or other areas since the work was published, which it is assumed would have kept the Author or Agent from publishing the work in its present form. The Agent may require a written justification for such instructions.

- 3.3 The Agent shall act on the Author's behalf in conflicts with co-contracting parties and, in the event, bear the costs considered reasonable, given the nature and scope of the case. As soon as one of the party's becomes aware of a potential dispute, it is incumbent upon that party to alert the other party.

In the event of disagreement between Agent and Author proceedings related to or solution of a dispute, the parties shall consult their respective trade associations.

4. Contracting on the publisher's own behalf

- 4.1 The Agent may not contract an agreement pursuant to the Agent Agreement on its own behalf without the consent of the Author. In the event of such contracting, Sections 3.1 and 3.2 shall apply.

5. Remuneration, commissions and the settlement of accounts

- 5.1 The Agent's commission is ordinarily 25% of the revenues generated by agreements contracted pursuant to Section 1.1. Where the Author has played a significant role in securing such an agreement, the commission may be reduced in that individual case, where so agreed by the parties. Correspondingly, where the Agent's efforts have been of an extraordinary nature, the commission may be higher, where so agreed by the parties

5.2 Remuneration from agreements signed on the Author’s behalf shall be paid to the Agent, which will be responsible for paying the Author.

5.3 The Author’s remuneration and the commission shall be calculated as follows:

a. Advance payments, minimum fees, etc. payments related to the signing of an agreement with a foreign publisher shall be paid to the Author within 1 - one – month of the date on which the Agent receives payment from the publisher in question.

b. Otherwise, the Author’s fee shall be paid for one calendar year at a time, and at the latest by 31 August the year after the foreign sale has been contracted, but at least 1 - one – month after the Agent has received payment from the foreign publisher in question. The Author may request that up to half his or her share of the remuneration during the period be paid out on account by 1 April the year after the year of the sale.

5.4 By the dates set out in Section 5.3, the Agent shall send the Author accounts showing the revenues received during the accounting period, broken down by each individual agreement the Agent has contracted on the Author’s behalf.

6. Termination

6.1 The Agent Agreement shall apply for 5 years from the end of the year in which the Agent Agreement is signed, and shall subsequently automatically be renewed for one year at a time until such time as it is terminated by one of the parties with at least three months’ written notice before the end of the calendar year.

6.2 Even after an Agent Agreement is terminated, the parties shall be bound by agreements signed on the Author’s behalf whilst the Agent Agreement was in effect. The same shall apply to such agreements until such time as the agreement between the Author and co-contracting party ceases to apply.

7. Disputes

7.1 Attempts to resolve disputes related to the interpretation of this agreement shall primarily be made through negotiations.

7.2 Where agreement is not reached through negotiations, the case may be referred for arbitration pursuant to the rules laid down in Section 17.2 of the Standard Contract.

The agreement shall be signed in two copies, one for each party.

Place, date _____

Place, date _____

Publisher as Agent

Author