

Regulations of the ©Poland Translation Programme

The Regulations of the ©Poland Translation Programme were established by the Instytut Książki (Book Institute) to promote Polish literature and its heritage abroad by supporting the publication by foreign and Polish Publishers and the dissemination outside Poland of works of Polish literature in translation into other languages, in the form of a financial contribution to the costs of publication.

The Regulations are subject to the approval by the Minister of Culture and National Heritage.

1. The financial contribution of the Book Institute (hereinafter also: BI) in the publication costs shall cover the following types of works:

- 1) fiction - prose, poetry and drama;
- 2) works of the ancient and contemporary humanities in the broadest sense (in particular including books on Polish culture and literature) excluding works of a typically specialist scientific nature;
- 3) non-fiction (literary reportage, biographies, memoirs, essays);
- 4 literature for children and young people;
- 5) comic book.

2. The financial contribution of the Book Institute is intended to finance part of the costs of publication of the work, including but not limited to:

- 1) translation of a work from Polish into another language;
- 2) purchase of copyright licences;
- 3) printing of the work in the case of children's literature, comic books, graphic novels and richly illustrated books. Contribution to print does not apply to audio and ebook form.

3. In particularly justified cases, the translation may be made from another language.

4. The Book Institute's financial contribution to costs of publication shall not result in its share of the revenue from the Publisher's distribution of the work.

5. A decision on the Book Institute's financial contribution shall be made through a tender contest.

6. The tender contest shall be open to foreign and Polish Publishers with the capacity and experience in publishing and distributing books in the language area to which the tender relates, who intend to publish works of Polish literature translated into other languages and distribute them in printed form outside Poland. In exceptional cases, with the approval of the BI Director, a tender to publish a work only in audiobook and/or ebook form may be admitted to the contest.

7. Every year, tenders may be submitted by interested Publishers until 31 March. The tender contest shall be resolved no later than 31 July of the same year.

8. If funds are not allocated in a given tender contest, further tender contests may be announced. If an agreement with the Publisher selected in the contest is not concluded for reasons attributable to the Publisher, the amount of the grant attributable to the Publisher may be transferred to other entities from the list of tenders accepted and evaluated favourably.

9. Tenders shall be submitted electronically via the form made available on the website www.instytutksiazki.pl.

10. The tender form must be accompanied with:

- 1) a copy of the current copyright licence agreement. In particularly justified cases, the Publisher may attach to the application the written consent of the copyright owner for the use of his/her/its work together with the agreed remuneration, committing to submit the full agreement within 30 days. If the agreement is not sent, the application shall be considered formally incorrect and shall not be processed;
- 2) a copy of the agreement concluded with the translator;
- 3) the current publishing programme and characteristics of the Publisher;
- 4) a bibliography of the translator's work;
- 5) a plan for the dissemination of the work.

11. At the request of the Book Institute, the Publisher shall provide an extract from the translation of the work.

12. Complete tenders shall be subject to substantive and strategic evaluation.

13. The substantive evaluation shall be carried out by Expert Panels:

- 1) one appointed to assess items described in section 1(1)-(3) and the other - assessing items under section 1(4)-(5);
- 2) Expert Panels, consisting of 3-5 persons, shall be appointed by the Director of the Book Institute for three-year terms after the composition has been approved by the Minister of Culture and National Heritage;
- 3) The Expert Panels shall be tasked with the substantive evaluation of tenders according to the following criteria:
 - a) the importance of the author,
 - b) the significance of the literary work,
 - c) the competence of the translator.

14. The substantive evaluation shall be in writing and shall consist of a commentary and a scoring. Each expert shall award between 0 and 50 points. An average shall be drawn from the expert scoring.

15. In the case of a tender in respect of which a conflict of interest could arise, the expert shall resign from the evaluation, informing the Director of the Book Institute thereof. Experts shall be remunerated for their work as determined by the Director of the Book Institute.

16. The strategic evaluation shall be carried out by three Book Institute staff members appointed by the

Director according to the following criteria:

- a) the importance of the language area,
- b) the foreign programme priorities of the Book Institute,
- c) the Publisher's track record and organisational capacity.

17. The strategic evaluation shall be in writing and shall include scoring. Each expert shall award between 0 and 50 points. An average shall be drawn from the expert scoring.

18. Guidelines for the evaluation of tenders shall be established for each calendar year in consultation with the Ministry of Culture and National Heritage.

19. On the basis of substantive and strategic evaluations, the Director of the Book Institute shall determine the amount of the Book Institute's financial contribution to publication costs.

20. The Director of the Book Institute shall ultimately decide whether to sign an agreement with a Publisher. If a decision is taken that is not in line with the opinion of the Experts Panel, the Director of the Book Institute shall provide a written justification.

21. Publishers shall be informed of the decision of the Director of the Book Institute by email sent to the address indicated on the tender form. The results of the contest shall be published on the Book Institute's website.

22. If the tender is successful, the Book Institute shall conclude an agreement with the Publisher for the publication and distribution of the work.

23. The work should be published and settled by the Publisher by the date specified by the Publisher in the tender. This date may not be earlier than 1 January of the first calendar year following the deadline for submission of the tender and later than 30 October of the second calendar year following the deadline for submission of the tender, subject to section 25. Where the Publisher indicates a deadline for the publication and settlement of the work in the first calendar year following the deadline for submission of the tender, this may not exceed 30 October of that year, subject to section 24.

24. In particularly justified cases, if the Book Institute has unused funds for the implementation of the programme in a given year, it is possible, with the consent of the Book Institute's Director, for a book to be published and settled by the Publisher in a year earlier than that resulting from the agreement.

25. The deadline for the publication and settlement of the work indicated in the tender may be extended at the request of the Publisher with the written consent of the Director of the Book Institute until 30 October of the second calendar year following the deadline for submission of tenders, provided that the request is made by 30 June of the year in which the original deadline for the publication and settlement of the work fell. In the event of the Publisher's delay in relation to the contractually stipulated deadline for the publication and settlement of the work, the Book Institute shall be entitled to withdraw from the agreement, with the effect of expiry of the entire agreement, including the Book Institute's obligations.

26. Settlement of the work is understood to mean the effective delivery of the following to the Institute by the Publisher on the publication date:

- 1) 7 (seven) copies of the published work containing the logotype of the Book Institute together with the information that the book was published with the support of the Book Institute - detailed guidelines in this respect are included in the agreement;
- 2) an invoice issued by the Publisher to the Book Institute for the publishing service provided, amounting to the gross amount, i.e. including all due taxes, in the currency and amount stipulated in the agreement;
- 3) written information on the print run of the published work.

27. After the Book Institute confirms the execution of the concluded agreement and the correctness of the settlement sent, the financial contribution of the Book Institute to the publication costs, established in the agreement, shall be transferred in the currency established in the agreement to the Publisher's account indicated in the invoice.

28. The Publisher shall, within 90 days from the day of the receipt of the Book Institute's financial contribution to its bank account, effectively deliver to the Book Institute the declarations signed by the translator and the copyright owner or other evidence confirming the settlement of remunerations established in agreements concluded with them by the Publisher. In addition, the Publisher shall send an invoice from the printing house detailing the print run or other relevant evidence of the print run of the published work.

29. If the Publisher fails to provide the documents specified in section 28 or provides documents showing that the completed task does not comply with the agreement, the Publisher may lose the right to apply for the financial contribution of the Book Institute in the publication of works under the ©Poland Translation Programme for a period of 5 consecutive calendar years.

30. In particularly justified cases, the BI Director may agree to changes in the print run or to the translator declared in the tender if such a request is received from the Publisher and is justified and documented. Changes to the tender must be confirmed in a signed agreement or addendum to the agreement. A change to a smaller print run shall automatically result in an adjustment of the Book Institute's financial contribution to the cost of publication, in direct proportion to the change in print run. This shall primarily concern actual reductions in print run for which the Publisher has not obtained the required approval from the BI Director.

31. Twelve months after the release of a work, the Book Institute may request the Publisher to send a report on the implementation of the release, together with copies of relevant background documents, in particular information on promotional activities carried out and sales results.

32. In connection with the establishment of the new Regulations of the ©Poland Translation Programme, the previous Regulations are repealed as of the date of their approval by the Minister of Culture and National Heritage of the Republic of Poland. Tenders submitted to the ©Poland Translation Programme before this date shall be evaluated in accordance with the provisions of these Regulations.

33. Once approved by the Minister of Culture and National Heritage, the Regulations of the ©Poland Translation Programme and the guidelines for evaluation of tenders shall be published on the website of the Book Institute.