

Ministry of Culture, Republic of China (Taiwan)

Translation Grant Program

Application Guidelines

- I. The Ministry of Culture (hereinafter referred to as “the Ministry”) has formulated these guidelines to encourage the publication of translations of Taiwan’s literature, including fiction, non-fiction, picture books and comics, and help Taiwan’s publishing industry to explore non-Chinese international markets.
- II. Applicant Eligibility: Foreign publishers (legal persons) legally registered in accordance with the laws and regulations of their respective countries, or foreign natural persons engaged in translation.
- III. Conditions:
 1. Works translated shall be original works (including fiction, non-fiction, picture books and comics) by Taiwanese writers (R.O.C. nationality) in traditional Chinese characters.
 2. Priority is given to works to be translated and published for the first time in a non-Chinese language market.
 3. Applicants are not limited to submitting only one project for funding in each application year; however, the same applicant can only receive funding for up to three projects in any given round of applications.
 4. Projects receiving funding shall have already obtained authorization for translation, and be published within two years starting from the year after

application year (published before the end of October).

IV. Funding Items and Amount

1. The subsidy includes a licensing fee for the rights holder of original work, and a translation fee.
2. The maximum funding available for any given project is NT\$ 500,000 (including income tax and remittance charges).

V. Application Period: From September 1 to September 30 every year.

VI. Announcement of successful applications: Before end of November every year.

VII. Application Method: Please visit the Ministry's "Books From Taiwan" (BFT) website (<http://booksfromtaiwan.tw/>), and use the online application system.

Applications must include:

1. A complete application form (see Appendix 1), and budget chart (see Appendix 2), completed in traditional Chinese or English.
2. The following documents uploaded in PDF format
 - i. License agreement.
 - ii. In the case of publishers (legal persons), proof of business registration in the relevant country.
 - iii. In the case of translators, a copy of the relevant translation contract between translator and publisher.

VIII. Review Process:

1. The Ministry will first conduct a review of submitted materials. Where applications are incomplete, but the situation can be remedied, the

Ministry will inform applicants of an extended deadline for submitting any missing documentation. Applications will not be processed in cases where applicants subsequently fail to submit documentation or have submitted insufficient documentation. Applicants will be granted only one opportunity to remedy incomplete applications.

2. The Ministry shall invite experts and scholars to form a panel to review all contents and determine the amount granted for each award. Decisions can only be made when over two-thirds of the panel are in attendance, and over half of those in attendance show approval.
3. The panel are not employees of the Ministry, but are paid for reviewing and related work in accordance to related regulations. Members of the panel shall recuse themselves when the provisions Articles 32 and 33 of the Administrative Procedure Act apply.
4. The panel shall evaluate the scope and reasonableness of each proposed project, including budgetary matters, publisher uniqueness and influence, as well as past experience of, and commitment to, Taiwanese writing.
5. Once the final decision has been made, the Ministry will send written notice to funding recipients as well as make a public announcement.

IX. Remittances and Audits:

1. The Ministry requires all funding recipients to sign a contract with the Ministry within a designated timeframe. The Ministry reserves the right to cancel funding should the recipient fail to comply before the given deadlines.

2. Funds shall be remitted in two stages, with each stage accounting for 50 percent of the total sum. Recipients, after signing the contract with the Ministry, shall submit a formal “receipt” (see Appendix 3) for stage one remittance before the designated deadline. For stage two, recipients shall submit another “receipt” (see Appendix 3), invoice, list of total expenditure for the project (see Appendix 4), and the final proof of publication, no later than the end of November of the year in which the translation is published. Proof shall take the form of an electronic copy on CD-ROM (including cover, table of contents, copyright page in PDF form; and 10% of the full text in word doc file format, that is either significant and continuous or can be considered the most representative chapter), as well as 10 hardcopies. Remittance will be made after the Ministry has reviewed all the required documents and materials.
3. Funding includes tax and remittance charges; the Ministry will deduct income tax and remittance fees in accordance with the related regulations.

X. Notes:

1. Recipients should list all expenditure as well as funding and subsidies received from other government agencies of Taiwan. In cases of misrepresentation or falsification, the Ministry will cancel funding, and will demand repayment for the full amount. Such recipients will be excluded from applying for the Ministry’s funding for a period of three years.
2. Recipients shall sign contracts in both traditional Chinese and English with

the Ministry

3. Recipients agree to authorize the Ministry to use the publication for non-profit purposes on the Ministry's websites. (See Appendix 5-1 and 5-2 for Authorization Agreement)
4. Published translations shall specify that the work is "Sponsored by Ministry of Culture, Republic of China (Taiwan)" on the copyright page or in another obvious part of the book. The Ministry reserves the right to reduce the approved grant by 10% if the recipient fails to comply.
5. Funding shall be used toward the designated ends and may not be otherwise directed.
6. Funding recipients shall warrant that any project submitted to the Ministry does not infringe upon the rights of third parties. Where a third party's rights are infringed upon, applicants shall be responsible. The Ministry will demand repayment of any monies already sent, and the recipient may be prohibited from applying for the Ministry's related subsidies for the next three years.
7. Recipients shall notify the Ministry on paper to forfeit eligibility. The Ministry will decide whether to notify an alternative applicant. Depending on the progress of the project, the Ministry will require part or all of any grant already remitted to be returned.
8. Recipients shall submit written explanation for any modification to the project to the Ministry for approval. For projects that need a deadline to be postponed, recipients shall submit an application to the Ministry in

advance for written approval. The deadline may only be postponed once.

- XI. The Ministry will provide an explanation where doubts arise, or where there remains a lack of clarity, concerning these guidelines and procedures.

Appendix 1

Ministry of Culture, Republic of China (Taiwan)

Translation Grant Program

Application

Applicant Information

Name of Applicant:

Address:

Website:

Contact Name and Position:

Telephone: Mobile: Fax: E-Mail:

Source of Information of Taiwanese Works:

- <BOOKS FROM TAIWAN> Website
- Taiwanese Publisher Literary Agency Author
- Translator

Work Information

Project Title:

Application Category: Fiction Non-Fiction Picture Comic

Projected Date of Publication:

Title of Work: (Provide full table of contents in the case of anthologies)

Author:

Publisher:

Date of Publication:

Production

Language Translated into:

Name of Translator:

Projected First Print Run:

Projected Price (incl. tax):

Number of Pages:

Project Information

1. Project Summary
2. Reason and Significance for Translation and Publication
3. CVs of Translator and Editor (In the case of committee selection, provide a list of all members and respective CVs)
4. Publisher Introduction
5. Marketing plan (including retail outlets), as well as past examples of success in marketing and promoting Taiwanese writers and works if relevant.

Budget

Funding Purpose: Licensing Fee Translation Fee

Applied Amount: (Please convert into USD/EUR/GBP/JPY/KRW)

Other Grant Sources from other government agencies of Taiwan (list name of

agency, subsidy program, amount):

Funds from publisher/legal persons:

Scan and Attach:

1. License agreement.
2. Proof of Company Registration for Foreign Publishers (where applicant is legal person)
3. Translation Contract between Translator and Publisher (where applicant is translator)

Appendix 2

Budget Chart

Item	Amount <input type="checkbox"/> EUR <input type="checkbox"/> USD <input type="checkbox"/> GBP <input type="checkbox"/> JPY <input type="checkbox"/> KRW
Licensing Fee	
Translation Fee	
Editing Fee	
Marketing and Promotion	
Printing	
Other Expenditures	
Total Budget (Total)	

Appendix 3

Ministry of Culture, Republic of China (Taiwan)
Translation Grant Program
Receipt

To: Ministry of Culture, R.O.C. (Taiwan)

The undersigned hereby acknowledges receipt of payment of the sum of _____ for Stage One/Two of the funding for _____ (Project Name) from the Ministry of Culture, R.O.C.

Recipient:

Beneficiary's Bank:

Beneficiary's Branch:

Beneficiary's Bank Address:

Swift Code:

IBAN (International Bank Account Number):

BIC (Bank Identification Code):

Recipient's Address:

Recipient's Nationality and Passport Number:

English Name as Appears in Passport:

Date of Birth:

Date:

Note: The Ministry will deduct remittance charges, as well as income tax in compliance with the related Income Tax Law and regulations.

Appendix 4

Ministry of Culture, Republic of China (Taiwan)

Translation Grant Program

Real Expenditure

Item	Amount <input type="checkbox"/> EUR <input type="checkbox"/> USD <input type="checkbox"/> GBP <input type="checkbox"/> JPY <input type="checkbox"/> KRW
Licensing Fee	
Translation Fee	
Editing Fee	
Marketing and Promotion	
Printing	
Other Expenditures	
Total Budget (Total)	

Appendix 5-1

Authorization Agreement

Licensee of the work _____ (hereinafter referred to as “Party B”), which will form the final publication under the “Translation Grant Program -- _____” project, has agreed to exclusively authorize the Ministry of Culture, R.O.C. (hereinafter referred to as “Party A”) to use the publication in the following ways:

1. Subject of Authorization

- i. Title of the authorized work:
- ii. Authorization includes the use of table of contents, copyright page, contents, and cover.

2. Scope of Authorization:

- i. Use:

Party B agrees that Party A, may, for non-profit purposes, partially reproduce and publicly transmit and spread the aforementioned work digitally (disclosing table of contents, copyright page, contents, and cover on Party A’s websites such as Books From Taiwan) or on paper.
- ii. Place of Use: Unlimited.
- iii. Time of Use: Unlimited.
- iv. Frequency of Use: Unlimited.

v. Royalty: Royalty-Free Authorization

3. Guarantee: Party B guarantees that Party A enjoys the rights to legally use or re-authorize the work, and guarantees that this work has not infringed the copyright and or other rights of any third parties.

To

Party A (Ministry of Culture)

Party B (Contractor and Copyright Owner): _____

Authorized Signatory:

Address:

Date:

Appendix 5-2

Authorization Agreement

Licensor and rights holder of (Title of Original Work), _____ (hereinafter referred to as “Party C”), is fully aware that (Foreign Publisher/Translator) (hereinafter referred to as “Party B”) has used the work of Party C in fulfilling the contract signed with Ministry of Culture, R.O.C. (hereinafter referred to as “Party A”) for the “Translation Grant Program -- _____” project, and agrees to enter into this agreement to authorize Party A for the use of selected materials for the purpose of promotion and other non-profit activities.

To:

Party A (Ministry of Culture)

Party C (Licensor/Rights Holder): _____

Authorized Signatory (Not applicable for natural person):

ID Number (Not applicable for legal person)

Address:

Date:

Ministry of Culture
Translation Grant Program
Contract

Ministry of Culture, R.O.C. (Taiwan) (hereinafter referred to as “Party A”) sponsors _____ (hereinafter referred to as “Party B”) for the _____ project, and the two parties have entered this agreement under the following terms:

Article 1: Subject of Contract

The execution of _____ (hereinafter referred to as “the Project”), with reference to attachments for the Project’s contents and detailed budget forecast (including project planning by Party B), shall be conducted by both parties in accordance with this agreement and the “Translation Grant Application Guidelines, Ministry of Culture”. All attachments shall be regarded part of the agreement.

Article 2: Effective Period

From the date on which this agreement is signed to November 30, 2017.

Article 3: Contract Fulfillment

1. Party B shall complete the Project by November 30, 2017.
2. Party B shall submit, at signing of the contract, one copy of the license agreement, as well as two copies of authorization of the original work and translation of the Project for Party A (refer to Appendix 5-1).
3. Party B shall specify that the work is “Sponsored by Ministry of Culture, Republic of China (Taiwan)” on the copyright page or another obvious

location. The statement shall also be included in all reprints. Party B shall provide Party A with ten hardcopies of the printed publication for free for the purpose of promotion.

Article 4: Funding and Remittances

Party A agrees to fund the project with a sum of NT\$_____ (including income tax and remittance charges, which will be deducted before remittance). The funding will be remitted in two stages in accordance to the following terms:

1. Stage One: NT\$_____, 50 percent of the total funding, will be remitted when Party B submits receipt(see Appendix 3) for Party A's approval after the signing of this contract between Party A and Party B.
2. Stage Two: NT\$_____, 50 percent of the total subsidy. Party B shall submit receipt(see Appendix 3), invoice, list of expenditure, and the final publication of the translation (including an electronic copy on CD-ROM and ten hardcopies of the published translation) no later than the end of November of the year in which the translation is published. Remittance will be made after the Ministry has reviewed all required documents and materials. The electronic copy should include the cover, table of contents, copyright page in PDF form ; and 10% of the full text in word doc file format that is either significant and continuous or can be considered a representative chapter for promotional use on Party A's website.

Article 5: Contract Modification

In cases where Party A or Party B wishes to make any modifications to the contract, the parties must reach an agreement in writing.

Article 6: Termination of Contract

Party B shall notify Party A in writing to forfeit eligibility. Party A will decide whether to notify an alternative applicant. Depending on the progress of the Project, the Ministry may require the recipient to return part or all of the monies already remitted.

Article 7: Extension of Contract Period

If during the contract period, Party B requires a postponement to the deadline, Party B must submit a written application to Party A. Party A will provide a written response and with Party A's approval, the delay shall not incur a penalty. The deadline may only be postponed once.

Article 8: Delay in Contract Implementation

In the case when Party B is unable to complete the Project by the deadline, Party A will penalize Party B one-thousandth of the total funding per day of delay, which will be deducted from the unremitted funds. Where Party B has violated the terms of the contract, and fails to make improvements after Party A has given notification, Party A reserves the right to terminate or cancel the contract. Party B shall return all funds already remitted, and be penalized. The maximum penalty is 30 percent of the total funding.

Article 9: Legal Liability

Party B shall be held liable for all additional expenses incurred without

Party A's approval and resulting legal issues.

Party B shall compensate all of Party A's losses, whether caused intentionally or unintentionally by Party B; similarly, Party B shall be held responsible in cases where Party A is held liable for third party damages as the result of Party B's actions.

Article 10: Copyright Infringement Liability

Party B shall warrant that the implementation of the Project and publications submitted to Party A do not infringe the rights of a third party. In the case where the rights of a third party is infringed upon, Party B shall be held responsible; Party B shall also compensate Party A for any loss resulted from such an infringement.

Article 11: Governing Law and Jurisdiction

Party A and Party B agree that the laws of Republic of China govern the contract. In case of litigation, the two parties agree to designate Party A's local court as the competent court.

Article 12: Other

1. This contract consists of five copies, with the two original copies to be held by each party; Party A will use the other three duplicate copies for remittance, audit, and archiving purposes.
2. The contract is effective from the day of signing and remains effective until associated auditing of expenses are completed.

Article 13: Language of Contract

1. This contract is written in traditional Chinese and English.

2. In case of divergence, the Chinese text shall prevail; however, in following situations, the English text prevails:
 - i. Pictures or words related to unique technology or material.
 - ii. Documents issued by international organizations, foreign governments, or authorizing agencies, societies, or chambers of commerce.
 - iii. Other documents deemed necessary by Party A.
3. Applications, reports, agreements, instructions, approvals, notifications, explanations, and other similar actions described in the contract can be provided in traditional Chinese or English, but in cases where both languages are provided, the Chinese version will take precedence. All hardcopies of documents can be delivered in person, via post, or fax to the people and places agreed upon by both parties.

Party A: Ministry of Culture, R.O.C.

Authorized Signatory: Director _____, Department of Humanities
and Publications

Address: 14F, South Building, No. 439, Zhongping Road, Xinzhuang District,
New Taipei City 24219

Party B:

Authorized Signatory:

Address:

Date: