

Copyright “Rustling” in English-Language Translation



How Translators Keep (and Lose) Rights to Their Work— Data from Translations Published in 2014

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“A Dash for the Timber” by Frederic Remington (1889). The image is in the public domain.

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There are only two kinds of madness one should guard against.... One is the belief that we can do everything. The other is the belief that we can do nothing. (André Brink, A Dry White Season)

Summary

Data are presented from a survey of translations published in English during 2014, with particular attention to the registration of copyright. The data indicate that, although non-university-press publishers generally register translation copyright in the translator's name, this practice is far from universal, and translators' rights are violated in one title in three. In the case of university presses, in contrast, the translator's copyright is recognized in barely one title in five. Copyright "rustling," then, remains common, especially among some of the largest U.S. publishers of translations. Translators' loss of contractual power is discussed as are strategies for resistance and the implications for translators of forfeiting copyright.

In Brief: Published Translations in 2014

- Commercial/trade publishers were responsible for about 80% of all published English-language translations.
- University-press publishers were responsible for about 20% of all published English-language translations.
- About 68% of what commercial/trade publishers brought out was fiction, poetry, and literature.
- About 75% of what university presses brought out was biography; studies in history, language, philosophy, and religion; and other general scholarly works and nonfiction.
- Commercial/trade publishers were responsible for publishing about 89% of all literature in translation.
- Although university presses published about four times fewer translations in 2014 than did trade/commercial publishers, university presses published more than 45% of all nonfiction translations.
- In trade/commercial publishing, English-language translators lost copyright to their work about 36% of the time.
- In university-press publishing, that figure rose to 78%.

Introduction

In recent months, translators have raised their voices to oppose the practice of copyright "rustling" among English-language publishers. In specific, as the No Peanuts! for Translators blog wrote in "Those Who Coerce & Those Who Get Right with Translators" on 19 December 2014, two translators recently stood their ground against the refusal of Europa Editions, one of the top five trade publishers of English-language literary translations, to recognize translators' copyright or even to negotiate the question. (In fact, Europa retains the copyright in every single one of its translated titles.)

Logically, of course, Europa Editions can't be the only translation publisher that usurps translators' copyrights. In order to form a clearer picture of the state of translator copyright in published translations in English, I undertook the research that is the subject of this report.

Before I describe how the research was carried out and the findings, here are a few definitions.

What is Copyright “Rustling”?

Except in a few cases and under specific conditions, translators of books are legally and morally considered the authors of their work. As such, translators have the right to hold copyright to their work in their own names.

Typically, in the normal process of negotiating a publishing contract, the translator grants the publisher an exclusive license to *publish* the translation. This does not, however, require the translator to relinquish copyright. In other words, the translator’s right to retain copyright to the translation and the publisher’s right to publish and sell the translation are separate—and perfectly compatible.

Some publishers routinely insist, however, that translators release their copyright to the publisher. This sometimes becomes a “take it or leave it” condition of the publishing contract, and the translator who resists may forfeit one of the limited opportunities available for publication of a translation in English.

One of the reasons that copyright “rustling” is such an important issue, in fact, is the degree to which it underscores the imbalance in negotiating power between publishers and translators.

In theory, almost any terms could be discussed fairly and in good faith—but when one party has the power to issue ultimatums, good faith and fair dealing cannot exist.

Moral Rights & Copyright

Moral rights in the context of publishing include the right to be named as the author of a work (including a translation), the right against “false attribution,” and the right to protect the “integrity of the work” (meaning that the work cannot be altered, distorted, or mutilated by someone else).

In some countries, moral rights can be waived or assigned; in others, they are considered “inalienable”—that is, they can be neither given nor taken away.

In the United States, a distinction is typically made between “copyright,” which is considered an economic right, and moral rights.

In the U.S., in addition, a translator may assign copyright to another party. When he or she is compelled to do so as a condition of publication—or when publishers insist (falsely) that it is a “standard industry practice,” that’s when copyright “rustling” takes place and good faith and fair dealing in the contractual process cease to exist.

Translation for Book Publishers vs. “Work for Hire”

Literary and book translation by independent translators is different from commercial or technical translations and should not be confused with “work made for hire.”

In brief, a translation made as “work for hire” is one created by a bona fide employee in the course of her or his employment. As the U.S. Copyright Office explains:

From the moment [a work] is set in a print or electronic manuscript ... or other such concrete medium, the copyright becomes the property of the author who created it...

If a work is made for hire, an employer is considered the author even if an employee actually created the work.

There are many definitions of “work for hire” available, but in the context of translation there are only two essential elements. The translation is NOT work made for hire if:

- the author of the translation is an independent contractor rather than a bona fide employee of the client;¹
and
- no “written agreement [exists] between the parties specifying that the work is a work made for hire.”²

Note that *both conditions* must be met for copyright to pass out of the translator’s hands. A freelance translator who is not an employee of the publisher (which is the vast majority of translators in publishing) and *who has not signed a work-for-hire agreement* automatically holds copyright to her or his work.

In most cases, in other words, translators can lose copyright only if they specifically agree—or are coerced—into doing so.

The Research Project

How were data collected?

I began with the database maintained by the University of Rochester translation program’s website, Three Percent. Beginning in 2008, the Three Percent Translation Database is issued annually and includes what the compilers define as “literary translations.” As such, it is limited (to use their own words) “to original translations of fiction and poetry published or distributed here in the United States.”

The Three Percent Translation Database is updated regularly; I used the most recent update available (12 January 2015), which at that time contained 588 titles.³

To that list, I added a small number of books that appeared on blogs or in various publications as “Best Translations of 2014” or which had won or been nominated for translation prizes in 2014.

Finally, in order to capture a much wider snapshot of published translation in English, I searched the Library of Congress catalog and extracted titles published in 2014 in English and identified as translations. I cross-checked these against my local library’s OPAC catalog, adding another two dozen titles or so in the process. (The LOC’s catalog can lag behind publication by as much as a year, according to a representative of the Cataloging in Publication Program.)

The major advantage of including titles from library searches was that they brought scholarly and nonfiction works, which represented roughly 42% of the published 2014 translations I surveyed, into the analysis.

The end result was a list of more than 1300 titles.

¹ “Employee” has a specific legal meaning in so-called “law of agency,” and the U.S. Supreme Court has upheld several elements in determining whether an individual is an employee. Those most commonly cited are: 1) The work is done at the employer’s location; 2) the employer controls when the work is done and supplies all materials and equipment; 3) the employer controls the employee’s schedule and hours and has the right to ask the employee to perform other tasks; and 4) the employer provides benefits to the employee and withholds taxes from his or her salary.

² United States Copyright Office. September 2012. “Circular 9: Works Made for Hire,” pp. 1-2. Web: <http://www.copyright.gov/circs/circ09.pdf>. Permalink: <http://perma.cc/V9GE-BZBH>.

³ See: <http://www.rochester.edu/College/translation/threepcent/index.php?id=11212>.

How did I determine how copyright had been assigned?

After first removing duplicates, I searched each title on Amazon.com and used Amazon's "Look Inside!" function to view the front matter and copyright information. Specifically, I was seeking a clear statement of copyright such as "Translation ©" or "English translation ©" followed by a name.

What was excluded.

Any book for which an Amazon "Look Inside!" preview was not available was obviously omitted. In addition, I excluded books I could not confirm were actually translations (see also Appendix A: The Disappearing Translator) and those for which a preview was provided, but in which a copyright statement was either absent or ambiguous. Books not actually published during 2014 were also eliminated from the database.

In terms of broad categories, I also excluded anthologies containing translations by multiple translators (whether fiction, nonfiction, or poetry) and reprints or later editions of translations originally copyrighted prior to 2014.

Like Three Percent, I included translations published or distributed in the United States and excluded most foreign publishers. I did, however, include the same Anglophone foreign presses present in the Three Percent database and added a small number of Canadian, UK, and Australian publishers if they distributed in the U.S.

The dataset.

The initial working list included 1332 translations published in 2014: 236 titles published by university presses and 1096 published by trade and commercial publishers.

After books were excluded for which copyright information was unavailable, 193 university-press and 720 trade and commercial titles remained.

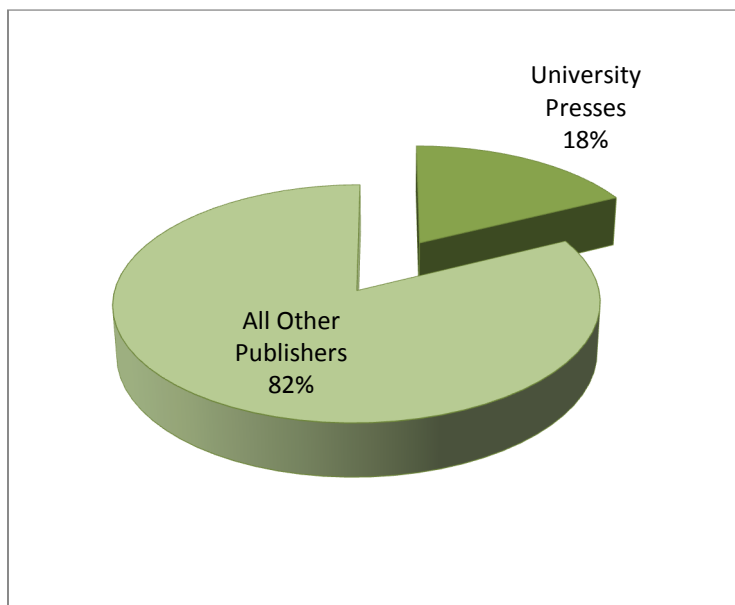


Figure 1: All translated titles, by category (n=1332)

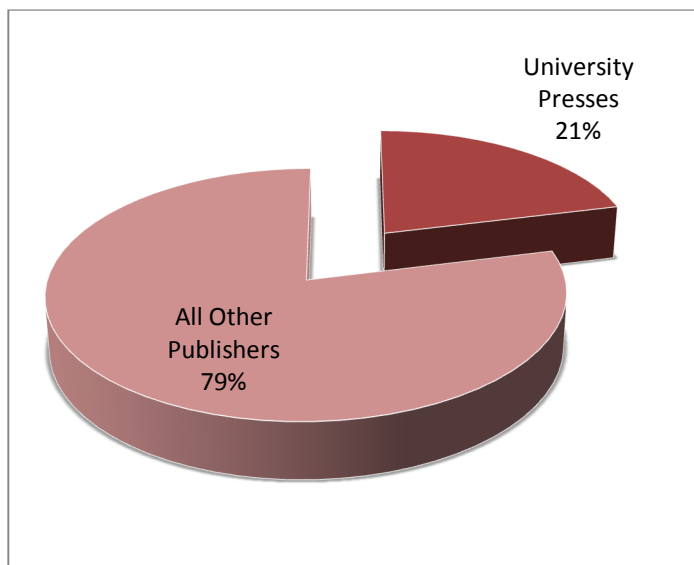


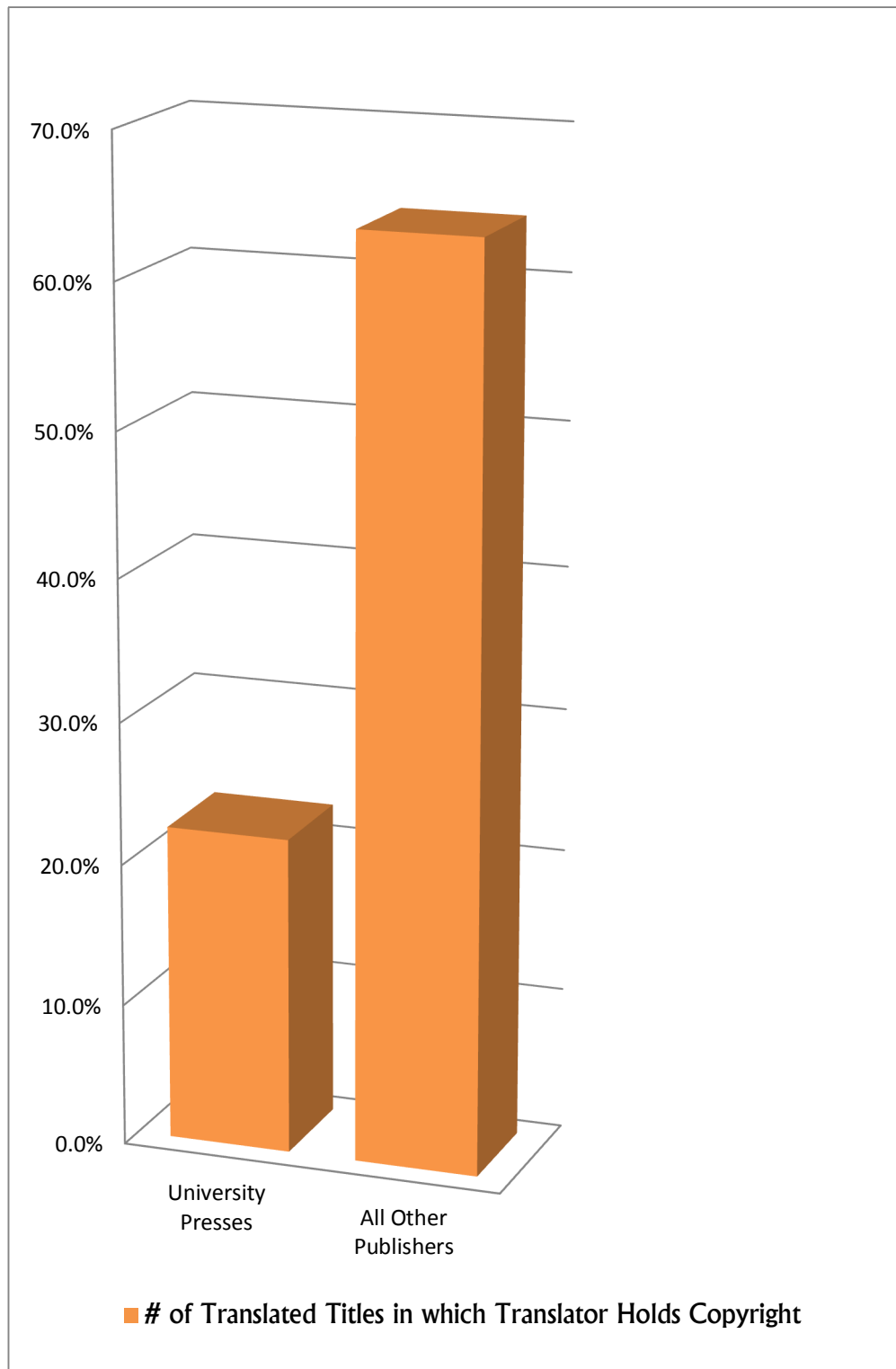
Figure 2: Translated titles for which copyright information could be confirmed, by category (n=913)

Who Publishes Translations?

Table 1: 2014 Translations, by Publisher
(publishers of 5 or more translations)

Publisher	2014 Titles	Publisher	2014 Titles
AmazonCrossing	45	American University at Cairo	8
Dalkey Archive Press	33	HarperCollins	8
Oxford University Press	27	Harvard University Press	8
Penguin	26	Stanford University Press	8
Skyhorse Publishing	26	Syracuse University Press	8
Seagull Books	24	Zephyr Press	8
Europa Editions	19	Cistercian Publications	7
Verso	19	Duke University Press	7
Bloomsbury	18	Glagoslav Publications	7
New York Review of Books	19	Hispabooks Publishing	7
Columbia University Press	16	Knopf	7
New Directions	16	Seven Stories	7
Other Press	16	University of Toronto Press	7
Yale University Press	16	Restless Books	7
Gallic Books	15	And Other Stories	6
Farrar, Straus & Giroux	14	Karnac Books	6
MacLehose	14	Le French	6
Random House	14	Princeton University Press	6
Cambridge University Press	13	Quercus	6
Melville House	14	Guernica	6
Routledge	13	Arc Publications	5
Brill Academic Publishers	12	Fordham University Press	5
Archipelago	11	Houghton Mifflin Harcourt	5
Pushkin Press	11	Ignatius Press	5
University of Chicago Press	11	New Vessel Press	5
William B. Eerdmans	11	Rowman & Littlefield	5
Open Letter	10	SUNY Press	5
Vintage	10	Talon Books	5
Atria	9	University of Minnesota Press	5
Hackett Publishing Co	9	W. W. Norton	5
Minotaur	9	Berghahn Books	5
Atlantyca (Scholastic/Papercutz)	9	Edwin Mellen Press	5
Palgrave/McMillan	9		

Figure 3: Who Holds the Copyright?



Translators retained their copyright approximately 22% of the time when their work was published by a university press, and 64% of the time when their work was published by a trade or commercial publisher.

**Table 2: 2014 Translations—Percent Recognition of Translator Copyright
(publishers of 5 or more translations)**

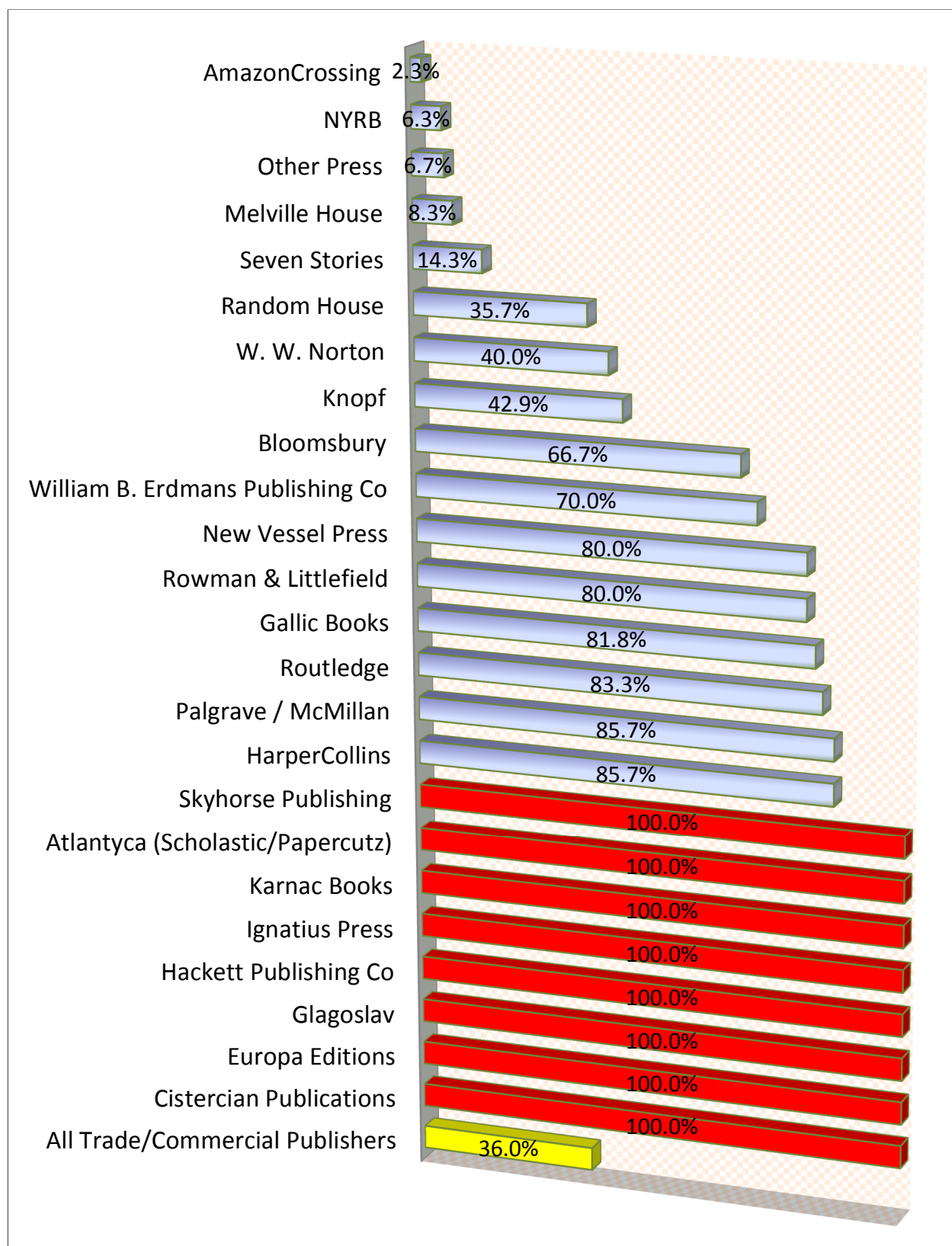
Publisher	Translator Copyright Recognized	Publisher	Translator Copyright Recognized
And Other Stories	100.0%	William B. Eerdmans	30.0%
Arc Publications	100.0%	University of Chicago Press	27.3%
Archipelago	100.0%	New Vessel Press	20.0%
Atria	100.0%	Rowman & Littlefield	20.0%
Farrar, Straus & Giroux	100.0%	Gallic Books	18.2%
Hispabooks Publishing	100.0%	Routledge	16.7%
Houghton Mifflin Harcourt	100.0%	Syracuse University Press	16.7%
Le French	100.0%	HarperCollins	14.3%
MacLehose	100.0%	Palgrave/McMillan	14.2%
Minotaur	100.0%	Columbia University Press	6.3%
New Directions	100.0%	Cistercian Publications	0.0%
Open Letter	100.0% [†]	Duke University Press	0.0%
Penguin	100.0%	Europa Editions	0.0%
Pushkin Press	100.0% [†]	Fordham University Press	0.0%
Quercus	100.0%	Glagoslav Publications	0.0%
Seagull Books	100.0% [†]	Hackett Publishing Co	0.0%
Talon Books	100.0%	Harvard University Press	0.0%
Verso	100.0%	Ignatius Press	0.0%
Vintage	100.0%	Karnac Books	0.0%
AmazonCrossing	97.7%	Princeton University Press	0.0%
New York Review of Books	93.7%	Atlantyyca (Scholastic/Papercutz)	0.0%
Other Press	93.3%	Skyhorse Publishing	0.0%
Melville House	91.6%	Stanford University Press	0.0%
American University at Cairo	87.5%	SUNY Press	0.0%
Seven Stories	85.7%	University of Toronto Press	0.0%
Random House	64.3%	Dalkey Archive Press	§
University of Minnesota Press	60.0%	Brill Academic Publishers	∅
W. W. Norton	60.0%	Zephyr Press	∅
Knopf	57.1%	Restless Books	∅
Oxford University Press	50.0%	Guernica	∅
Yale University Press	37.5%	Berghahn Books	∅
Bloomsbury	33.3%	Edwin Mellen Press	∅
Cambridge University Press	30.0%		

[†] Self-reported by a representative of the publisher for a specific list of 2014 titles.

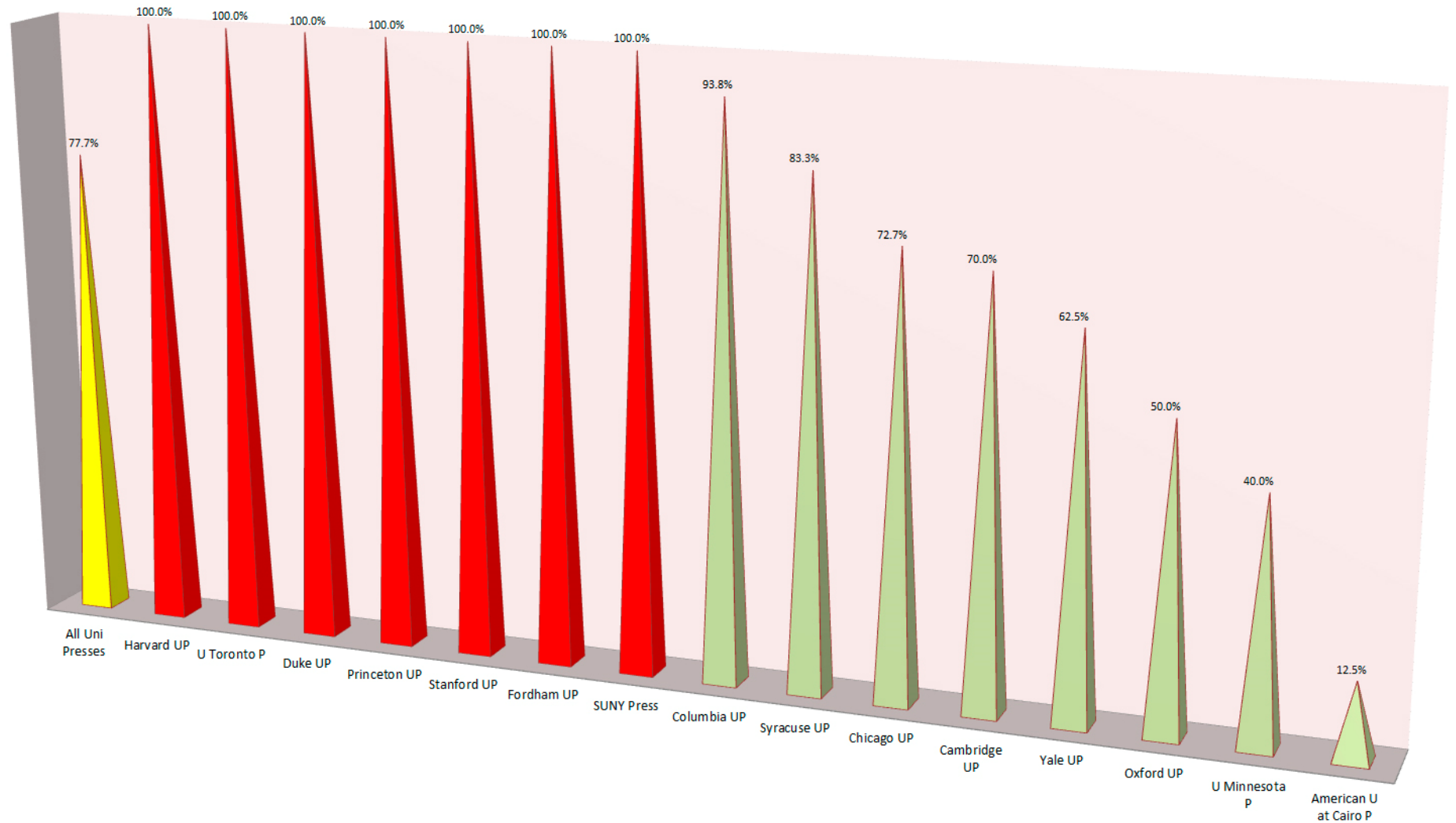
§ An editor indicated that “Dalkey’s policy is always to copyright translations in the translator’s name [except] where the copyright is already held by a third party—another publisher, for example,” but did not confirm data for the specific titles on my 2014 list.

∅ No previews were available for any these titles, and they were excluded from copyright analysis.

Figure 4: Percent of Translation Copyrights Held by Trade/Commercial Publisher (or 3d Party) in 2014 (publishers with 5 or more translations)



**Figure 5: Percent of Translation Copyrights Held by University Press (or 3d Party) in 2014
(presses with 5 or more translations)**



**Figure 6: Selected Major Translation Publishers:
Recognition of Copyright**

**Table 3: 2014 “White Hats”
and “Copyright Rustlers”**

The “A” List

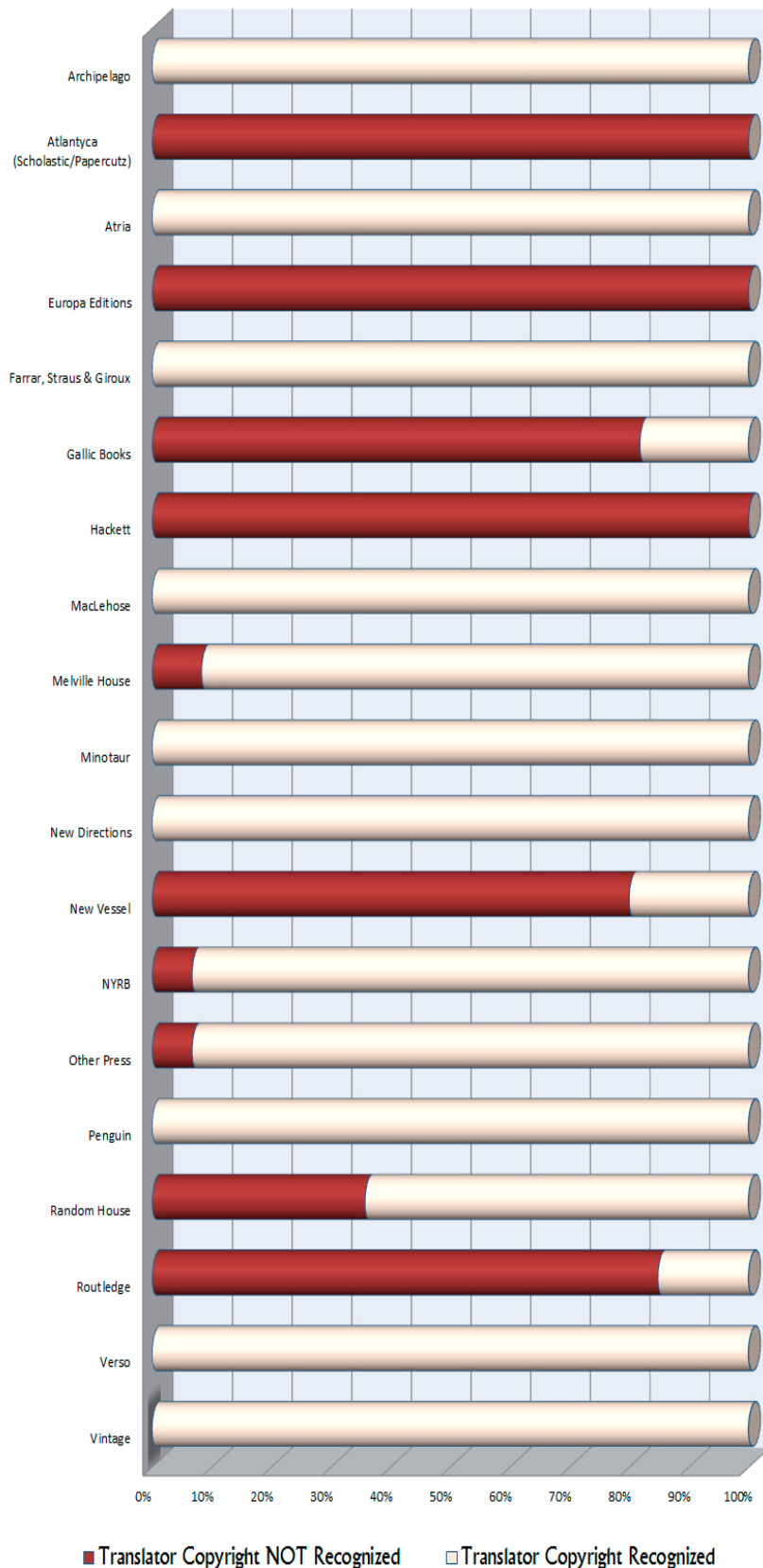
*Translation Publishers Who
Recognized Translators’ Copyright
100% of the Time*

And Other Stories
Arc Publications
Archipelago
Atria
Farrar, Straus & Giroux
Hisfabooks Publishing
Houghton Mifflin Harcourt
Le French
MacLehose
Minotaur
New Directions
Open Letter
Penguin
Pushkin Press
Quercus
Seagull Books
Talon Books
Verso
Vintage

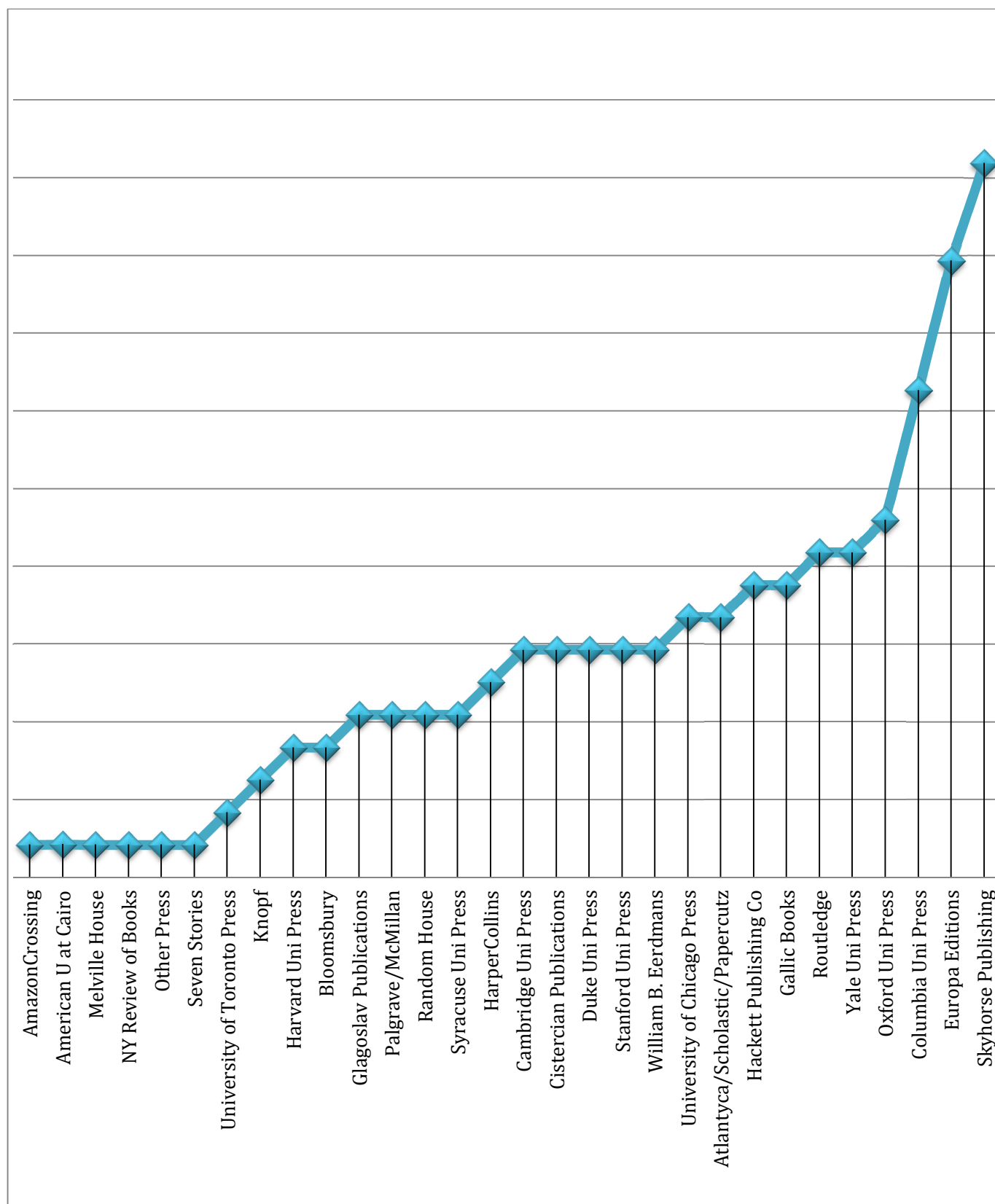
The “F” List

*Translation Publishers Who
Recognized Translators’ Copyright
0% of the Time*

Atlantyc (Scholastic/Papercutz)
Cistercian Publications
Duke University Press
Europa Editions
Fordham University Press
Glagoslav Publications
Hackett Publishing Co
Harvard University Press
Ignatius Press
Karnac Books
Princeton University Press
Skyhorse Publishing
Stanford University Press
SUNY Press
University of Toronto Press



**Figure 7: Weighted Contribution to Total Non-Recognition of Translator Copyright
Combined Publishers (5 or more translations)**



Discussion

More than one-third of the time in trade and commercial publishing and just under 80% of the time in university-press publishing, translators do not retain copyright to their own work.

And yet reputable translators' associations across the globe agree: In the context of book publishing, ***copyright belongs to the translator.***

Consider, for example, the language of the PEN American Center's Model Contract for literary translators:

9. Publisher agrees to register the Translation of the Work in the Translator's name and the Translator grants to Publisher for the full term of copyright and all renewals and extensions thereof the sole and exclusive right to reproduce, publish, and sell the translation in whole or in part throughout the world.

PEN explains the issues even more clearly in its FAQ (emphasis added):

Q: Who should hold the copyright for my translation?

A: It was once common practice for publishers to copyright the translations they commissioned and hire translators under "work-for-hire" agreements. Under this sort of contract, the translation becomes the sole property of the publisher; the translator is paid a one-time flat fee with no possibility of earning royalties or sharing in the income from the sale of subsidiary rights. **We do not recommend accepting work-for-hire agreements.**

As a translator, you are the author of the translation. **It is from this simple fact that all your other rights derive:** the right to have the copyright to the translation in your name, the right to proper acknowledgement of your authorship in the published translation and the accompanying publicity materials, the right to adequate compensation, and the right to a royalty for the life of the published translation.

Most publishers now routinely agree to copyright a translation in the name of the translator. **It is advisable to insist on this.**

Model contracts from translators' associations in other countries recognize the same right. The model contract of the Literary Translators' Association of Canada / Association des Traducteurs et Traductrices Littéraires du Canada states, for example:

9.1 Copyright in the translation will remain the property of the Translator and a copyright notice in the name of the Translator will be placed in every copy of the Translated Work published or licensed.

In the standard agreement for the publication of a translation of a literary work adopted by the Dutch Literary Publishers Group (Literaire Uitgeversgroep):

2. The publisher shall state the year of publication of the edition, reprint or republication in each copy of the work, and shall also cause the copyright sign © to be shown, stating the year of first publication and the name of the translator....

Finally, the Basic Translator/Publisher Contract of the London-based Society of Authors holds that:

8. ... Publishers shall print the following copyright notice of the Translation: "English language translation copyright ©[Translator's name, 20....]."

Don't Ask; Don't Sell

With all of that as prologue, how is it possible that hundreds of translations are published each year (more than 600 in 2014) in which translators forfeit such a widely recognized right?

Only publishers who “rustle” translators’ copyrights and translators who fail to, as PEN puts it, to **insist on** their rights can answer that question for certain.

What we do know is that some publishers make concession of copyright a take-it-or-leave-it condition of publication. In his “Getting to No” (www.gregoryconti.com/home/getting-to-no), for example, Italian-to-English translator Gregory Conti discussed how quickly his negotiations with one well-known Italian-American publisher broke down on this very point.

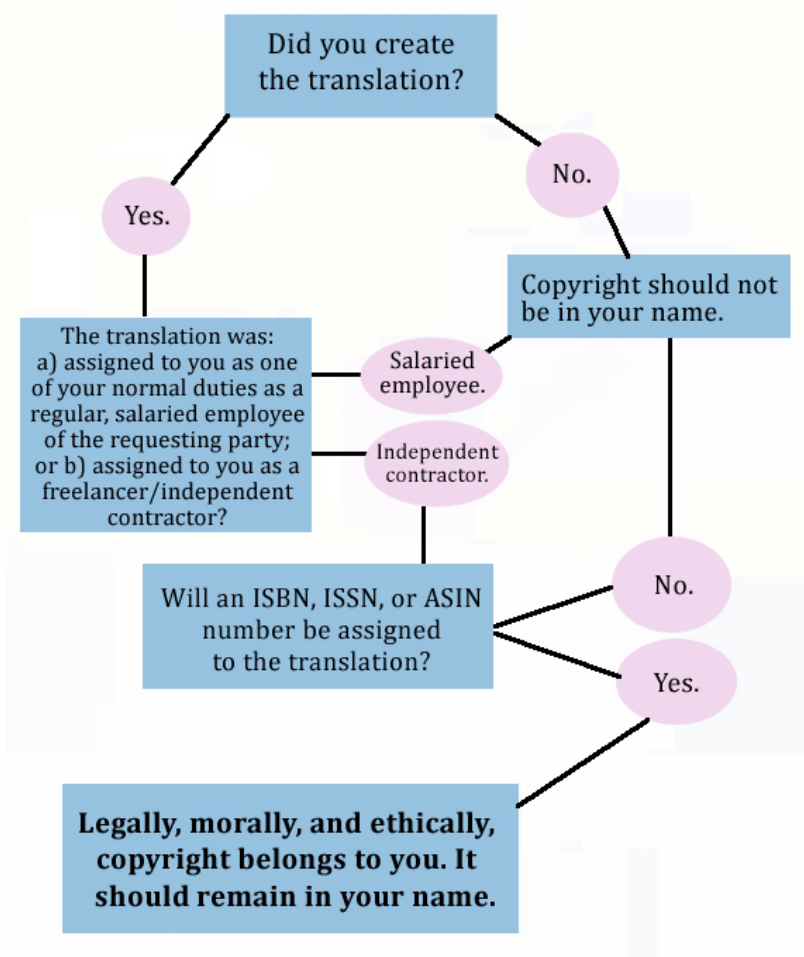
In other instances, publishers or even individual authors farm translations out to “literary agencies” or to traditional translation agencies who pretend that the translation is a commercial project, trampling translators’ rights in the process.

Finally, translators may simply not know their rights—or may feel they cannot assert them. It is no easy task to get a translation published in English, and translators may be reluctant to risk losing an opportunity when one comes along. As Conti put it, “Our lack of contracting power inevitably makes it difficult for translators to say no to just about any proposed terms.”

One of the main ways that translators’ lack of negotiating power is visible, in fact, is in “agreements” to relinquish copyright.

In an ethical world, no publisher would even ask.

**Figure 8:
Who Should Retain
Copyright?**
*A handy flowchart for
determining whether or not you
are entitled to retain copyright of
your translation.*



Cui Bono?

The advantage to the publisher of retaining copyright is that, once copyright leaves the translator's hands, the publisher owns it permanently and can do anything with it: create new editions, issue the work in different formats, adapt and license adaptations of the work, revive a work that has gone out of print, sell subsidiary rights, publish or reissue the work indefinitely, and so on.

The disadvantage to the translator is that she or he loses control over all of these possibilities. In addition, the translator gives up the ability to earn royalties or to share in earnings from subsidiary rights, adaptations, and so forth.

Beyond legal and economic considerations, copyright "rustling" implies a clear ethical breach: If the translator has the "moral right" to be identified as the author of a work, on what authority does a publisher usurp copyright?

Putting the Rustlers on Notice I: Translators

If copyright rustling is to end, translators must stop acquiescing to agreements that facilitate it.

In particular, translators must stop making such agreements thoughtlessly or even selfishly: because they're too engaged with "art" to be bothered with "legal issues"; because another job (as an academic or editor, e.g.) pays the bills; because translation serves secondary purposes (reputation-building, tenure or promotion, professional connections); because the cachet of gaining or consolidating a place in the literary arts-reward system is compensation enough; because they're too intimidated to insist upon their rights.

Publishers know all too well how little negotiating power translators (and other creative artists) have. And in the case of outright copyright "rustling," of course, there's no reason for "rustler" publishers to voluntarily give up arrangements that benefit them.

All of which means that translators must stand up for themselves.

I said earlier that, in an ethical world, no publisher would even ask a translator to relinquish copyright.

But a corollary also exists: In an ethical world, no translator would agree. The logic is simple: Translators who say copyright "doesn't matter" or who accept unfavorable conditions because they don't want to "rock the boat" or because "that's just the way things are" are doing the equivalent of peeing in the pool. But we all swim in the same water.

Meanwhile, there are many decent editors out there who respect translators' rights, but it becomes harder for them to continue to do the right thing if their competitors have no difficulty finding translators who'll say yes to just about anything.

Putting the Rustlers on Notice II: Publishers

Except in very unusual circumstances, English-language publishers should refuse to publish translations from a foreign language that come to them "pre-copyrighted"—that is, in which copyright is already registered to someone other than the translator (generally, to the publisher that sells the rights, but not infrequently in the name of the original author). When they publish such books, they become after-the-fact accomplices in copyright "rustling"—rather than acting as a force that could help change an industry practice that hurts translators.

Two examples illustrate the general point—and both of them, ironically, involve Italian publishers. In the case of the very successful Geronimo Stilton series of children's books, originally published in Italian by the Milan-based Edizioni Piemme, a corporation was formed for the purpose of selling Piemme's translation rights: Atlantyca SpA.

ISBN 978-0-545-74613-7

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English translation © 2015 by Atlantyca S.p.A.

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Based on an original idea by Elisabetta Dami.

www.geronimostilton.com

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Text by Geronimo Stilton

Original title *Una tremenda vacanza a Villa Pitocca!*

Cover by Giuseppe Ferrario (design) and Flavio Fausone (color)

Illustrations by Carolina Livio (design), Riccardo Sisti (ink), and Valentina Grassini (color)

Graphics by Chiara Cebraro

Special thanks to Beth Dunfey

Translated by Andrea Schaffer

Interior design by Kay Petronio

Figure 9: Front matter from the recently published *Geronimo Stilton #59: Welcome to Moldy Manor*. Note that the Italian version was published by Piemme in Italy. At some point, a translation was commissioned from Andrea Schaffer, and Atlantyca (also based in Italy) took possession of Andrea Schaffer's copyright before selling the translation to Scholastic in the U.S. At that point, the license to publish the translation passed to Scholastic, but Atlantyca retained copyright to the translation.

Atlantyca now licenses the Geronimo Stilton books (and a number of other titles) to English-language publishers, including Scholastic Paperbacks, Papercutz, and others (as well as to publishers in thirty-four additional languages). In the process, the Italian-to-English translators' copyrights (Nanette McGuinness, Siobhan Tracey, Andrea Schaffer, Julia Heim, Lidia Morson Tramontozzi, and Emily Clement, to name a few) ended up in Atlantyca's hands.

The other involves Elena Ferrante's successful series of "Neapolitan novels," originally published in Italian by Edizioni E/O, whose principals also head E/O's New York-based English-publishing arm, Europa Editions. Having published Ferrante in Italian, E/O owned the English-language translation rights, which it licensed to itself. Europa then commissioned translations (from Ann Goldstein, in this instance), requiring the translator to give up her copyright in the process.

It's worth noting, in fact, that the language of Europa's standard literary-translation contract implies that copyright "rustling" is a favor to the translator:

Upon Client's completion of all payments provided herein, the translation of the item ... shall be the property of Client. Translator has no obligation to take any steps to protect any copyright, trademark or other right of Client with respect to the translation....

No, the translator has no obligation to take any steps to protect any copyright, trademark or other right of the publisher—no translator ever does, actually—but also has no obligation to protect *his or her own copyright*. And that's because the translator's copyright no longer exists.

As these things tend to go, Europa's contract is also very brief. No surprise there: it's brief because it contains none of the standard clauses regarding adaptations or subsidiary rights, sales to third parties, the formats in which the translation will be published, or the length of time for which the license to publish the translation is granted. Such details are superfluous once the translation becomes "the property of Client" and the translator is permanently out of the picture.

Increasingly, European (but not only) publishing houses are moving into the direct publishing of

English translations of works they acquired in the original language and to which they thus hold translation rights. In the process, they may commission translations as work-for-hire projects (directly or through “literary agencies”), either publishing them themselves (as Europa did) or licensing the translation to an Anglophone publisher (as in the case of Piemme/Atlantyca). As that practice spreads, “rustled” and “rebranded” copyrights become an even more pressing issue—especially when a foreign publisher has established a U.S.-based subsidiary for the purpose of publishing English-language versions of books it owns or has acquired.

In many cases, however, English-language publishers can choose to stop participating in bad conduct, make awareness of the “provenance” of translations a priority, and become advocates for translators who are attempting to resist practices that harm them.

Beyond that, we may need changes in copyright law to ensure that translators’ copyrights are fully protected as they pass from corporate hand to corporate hand and across national borders.

Resistance is Not Futile

If you translate books for trade publishers and university presses, stop letting publishers get away with copyright “rustling.” Say no. Encourage your colleagues to say no. It should be shameful to coerce (or even to ask) a translator to give up a legal and moral right to her or his intellectual property.

The data in this report confirm that copyright “rustling” occurs sporadically throughout the industry but is by no means the standard. Most trade and commercial publishers recognize translators’ copyrights, and even major university-press publishers such as Oxford University Press, Yale University Press, and University of Chicago Press respect translators’ copyrights at least some of the time. That suggests there is room for negotiation.

At the same time, vast differences exist among sectors. Children’s and young-adult publishing lags far behind, for example. In translated 2014 Children’s/YA titles in this survey, translators retained their copyright less than 30% of the time. In the nonfiction areas of cookbooks, advice and how-to guides, self-help manuals, pop psych, and related titles, translators very rarely kept their copyrights.

Translators can help turn this trend around by negotiating better and more consistently on their own behalf.

Translator Organizations

Something else that would help would be the support of organizations whose stated mission is to advocate for translators and their rights.

In recent months, the American Literary Translators Association, the Literary Division of the American Translators Association, and the PEN Translation Committee have all been asked formally to adopt a simple statement in support of contracts that recognize and protect translators’ copyright in the context of publishing (with specific reference to the language of the PEN Model Contract, mentioned in the “Discussion” section, above), to publish that statement on their respective websites, and to disseminate it formally to their members.

This is the very least they could do—though they could actually do a great deal more.

As of this writing (February 2015), however, none of the three had taken even this simple action on behalf of translators.

If you’re a member of these organizations, contact them and ask them when they intend to take steps to help protect translators’ copyrights.

Literary and Translation Agencies

Both publishers and authors may contact translators through translation or “literary” agencies that circumvent the laws regarding moral rights and intellectual property by treating translations intended for publication as though they were “work for hire.”

Be wary if an agency (or an individual) approaches you to translate a text that is clearly intended for publication—but won’t agree to a contract that protects both your moral rights and your copyright.

Blinded by the Art

Copyright “rustling” is not a problem only in the case of so-called “literature,” however, and we should resist seeing it solely in that rarefied, elitist light. Wherever translators are freelancers and whenever they have not signed agreements to the contrary, copyright to the work they have translated for publication belongs to them. It is not the genre, the subject matter, or the “literary” nature of a work that determines whether or not the translator is entitled to copyright. On the contrary: the independent translator who prepares a translation intended for book publication *automatically* owns and is *automatically* entitled to retain her copyright. That holds true whether the text is a long lost work of Proust or a guide to brewing Finnish beer at home. In both cases, the translator is protected by the same rights—and the publisher who commissions the translation almost certainly knows it.

The “F” List Rustlers

Below is contact information for the publishers on the “F List”—those who failed to recognize translators’ copyright even once in titles on the 2014 list (see Table 3)—and their fellow travelers (who rustled translators’ copyrights two-thirds of the time or even more; see Table 2). If you translate or write for them, ask them to change their policies. If you don’t translate or write for them, ***don’t start*** until they adopt a new approach to dealing with translators. If you know a translator who translates for them, show him or her this report.

Atlantica (Scholastic/Papercutz)

<http://atlantica.com>
Email: production@atlantica.com;
foreignrights@atlantica.it;
distribution@atlantica.com; info@edizpiemme.it;
scuolastilton@edizpiemme.it
F: 011-39-02-43001020
<http://www.scholastic.com>
Twitter: @Scholastic
Email: ssinek@scholastic.com;
nalmahdi@scholastic.com
<http://papercutz.com>
Email: larsen@papercutz.com;
nantier@papercutz.com;
rowntree@papercutz.com;
salicrup@papercutz.com
Twitter: @PapercutzGN
P: 646-559-4681
F: 212-643-1545

Bloomsbury Publishing

<http://www.bloomsbury.com/us/>
Email: contact@bloomsbury.com;
csmantz@bloomsbury.com;
David.Avital@bloomsbury.com;
Haaris.Naqvi@bloomsbury.com;
Alice.Wright@bloomsbury.com;
Gurdeep.Mattu@bloomsbury.com;
Caroline.Wintersgill@bloomsbury.com
Twitter: @BloomsburyBooks; @BloomsburyPub

Cambridge University Press

<http://www.cambridge.org/>
Email: nbs@bses.us; dtranah@cambridge.org;
rryan@cambridge.org; awinnard@cambridge.org;
rdreesen@cambridge.org
Twitter: @CambridgeUP

Cistercian Publications

<http://www.cistercianpublications.org>;
<http://www.litpress.org>
Email: michael.naughton@litpress.org;
hchristoffe@osb.org
Twitter: @litpress
P: 800 436 8431; 320 363 2213
F: 800 445 5899; 320 363 3299

Columbia University Press

<http://cup.columbia.edu/>
Email: jc373@columbia.edu;
es3387@columbia.edu;
cup_publicity@columbia.edu;
je2217@columbia.edu
Twitter: @ColumbiaUP

Duke University Press

<https://www.dukeupress.edu>
Email: kwiss@duke.edu; steve@dukeupress.edu;
cberger@dukeupress.edu; vmill@duke.edu
Twitter: @DUKEpress
P: 888-651-0122
Fax: 888-651-0124; (919) 688-2615

Europa Editions

<http://www.europaeditions.com>
Email: info@europaeditions.com;
simonaolivito@europaeditions.com;
karinwessel@gmail.com;
publicity@europaeditions.com
Twitter: @EuropaEditions; @EdizioniEO
Tel: 212-868-6844
Fax: 212-868-6845

Fordham University Press

<http://fordhampress.com/>
Email: fnachbaur@fordham.edu;
ernewman@fordham.edu;
rmorrison7@fordham.edu
Twitter: @FordhamPress
P: (718) 817-4795
F: (718) 817-4785

Gallic Books

<http://gallicbooks.com/>
Email: info@gallicbooks.com;
jane@gallicbooks.com
Twitter: @gallicbooks

Glagoslav Publications

<http://www.glagoslav.com>
Email: c.stein@glagoslav.com;
m.hodak@glagoslav.com; contact@glagoslav.com
Twitter: @Glagoslav
P: + 44 (0) 20 32 86 99 82
F: + 44 (0) 20 76 81 25 75

Hackett Publishing Co.

<http://www.hackettpublishing.com>
Email: johnp@hackettpublishing.com;
debw@hackettpublishing.com;
Christina_Kowalewski@hackettpublishing.com;
brianr@hackettpublishing.com
P: (617) 497-6303
F: (617) 661-8703

Harvard University Press

<http://www.hup.harvard.edu>
Email: susan_boehmer@harvard.edu;
john_kulka@harvard.edu;
thomas_lebien@harvard.edu
Twitter: @Harvard_Press
P: (617) 495-2600
F: (617) 495-5898

Ignatius Press

<http://www.ignatius.com>
Email: mark@ignatius.com; info@ignatius.com;
jdfs@ignatius.com
Twitter: @IgnatiusPress

Karnac Books

<http://www.karnacbooks.com>
Email: trade@karnacbooks.com;
Oliver.Rathbone@karnacbooks.com
Twitter: @KarnacBooks
P: +44 (0) 20 7433 1075
F: +44 (0) 20 7435 9076

New Vessel Press

<http://newvesselpress.com/>
Email: info@newvesselpress.com;
reu2102@columbia.edu; wise@michaelzwise.com
Twitter: @NewVesselPress; @RossUfberg

Princeton University Press

<http://press.princeton.edu>
Email: Peter_Dougherty@press.princeton.edu;
Al_Bertrand@press.princeton.edu
Twitter: @PrincetonUPress
P: 609-258-4900
F: 609-258-6305

Skyhorse Publishing

<http://www.skyhorsepublishing.com>
Email: tlyons@skyhorsepublishing.com;
publicity@skyhorsepublishing.com;
info@skyhorsepublishing.com;
scaggiula@skyhorsepublishing.com;
lburnstein@skyhorsepublishing.com;
jdoerr@skyhorsepublishing.com;
ebochner@skyhorsepublishing.com
Twitter: @skyhorsepub
P: (212) 643-6816
F: (212) 643-6819

Stanford University Press

<http://www.sup.org>
Email: aharvey@stanford.edu;
pmyers@stanford.edu
Twitter: @stanfordpress
P: (650) 723-9434
F: (650) 725-3457

SUNY Press

<http://www.sunypress.edu>
Email: info@sunypress.edu;
donna.dixon@sunypress.edu;
james.peltz@sunypress.edu
Twitter: @SUNYPress
P: 518.472.5000; 866.430.7869
F: 518.472.5038

Syracuse University Press

<http://www.syracuseuniversitypress.syr.edu/>
Email: arpfeiff@syr.edu; seguid@syr.edu;
dmmanion@syr.edu
Twitter: @SUPress

University of Chicago Press

<http://www.press.uchicago.edu/>
Email: sbielstein@press.uchicago.edu;
athomas2@uchicago.edu;
dbrent@press.uchicago.edu;
mhivnor@press.uchicago.edu;
publicity@press.uchicago.edu
Twitter: @UChicagoPress

University of Toronto Press

<http://www.utpress.utoronto.ca>
Email: lfisher@utpress.utoronto.ca;
clarose@utpress.utoronto.ca;
alaughlin@utpress.utoronto.ca
Twitter: @utpress
P: 416-978-2239
F: 416-978-4738

William B. Eerdmans

<http://www.eerdmans.com/>
Email: info@eerdmans.com;
kwolter@eerdmans.com; gbrown@eerdmans.com
Twitter: @eerdmansbooks

Yale University Press

<http://yalepress.yale.edu>
Email: Sarah.Miller@yale.edu;
donna.anstey@yale.edu;
anne.bihan@yaleup.co.uk; yuproxyalties@yale.edu;
jennifer.banks@yale.edu; jean.black@yale.edu;
anne.richardson@yale.edu; marketing@yale.edu
Twitter: @yalepress

Conclusion: Silence—It's Not A Job Skill

Cattle rustling in the U.S. finally came to an end when members of the industry took the problem seriously, lobbied cooperatively for vigorous laws, and hired brand inspectors and range detectives to enforce them. Previously, though individual ranchers were sometimes reluctant to acknowledge they had been victimized, they were largely powerless to stop the practice through their own efforts.

The issues that allow copyright “rustling” to survive and to thrive are many and interconnected, but one of the most pernicious is silence among translators.

Translators often treat details of publishing contracts and negotiations with a kind of tightlipped reserve that would do credit to a national security organization. Though publishers occasionally attempt to enforce secrecy through the use of non-disclosure agreements,⁴ they rarely need to. Most of the time, translators do that work for them—voluntarily.

Reluctance to speak out about contractual conditions means that translators cannot benefit from one another's information and expertise, cannot seek advice regarding specific cases from the translator organizations to which they belong, and cannot effectively confront far-reaching industry trends and practices that are detrimental to them and to their colleagues.

Nonetheless, translators often treat the sharing of information about publishers' practices and policies as though such behavior were undignified or below their station. At least in some measure, that reticence may be related to the affected notion that, when “art” is involved, nothing so vulgar as money or law should be discussed.

Whatever the cause, this old-school maidenliness is harming a profession that very much needs its members to take copyright “rustling” seriously—and to challenge it openly and collectively.

This report is a call to break the silence. In specific, it is directed to:

- Translators—and in particular to those who have earned a name for themselves or are associated with important authors. They owe a duty to their colleagues to refuse to accept copyright “rustling,” to use their positions and their reputations to put pressure on publishers who don't respect translators' rights; and to stand in solidarity with colleagues whose rights have been rustled (see, e.g., Appendix B: 396 Translators Whose Work Was Not Copyrighted in Their Names in 2014);
- University faculty members and independent scholars who translate—and whose rights are disproportionately usurped by university presses;
- “Virtuous” publishers and editors—they are the majority—who can, through their own professional associations, oppose copyright “rustling”;
- National translator and translator-advocacy organizations which up to now have largely failed to take meaningful action to address the protection of translator copyright;
- Translation bloggers, mailing lists, Facebook groups, and the like: copyright “rustling” is not difficult to explain, and educating members/readers provides an invaluable service.

More than one-third of the time in commercial publishing and just under 80% of the time in university-press publishing, translators lose copyright to their own work.

To believe that everything can be changed is folly, but to behave as though nothing can be changed is the most abject form of consent.

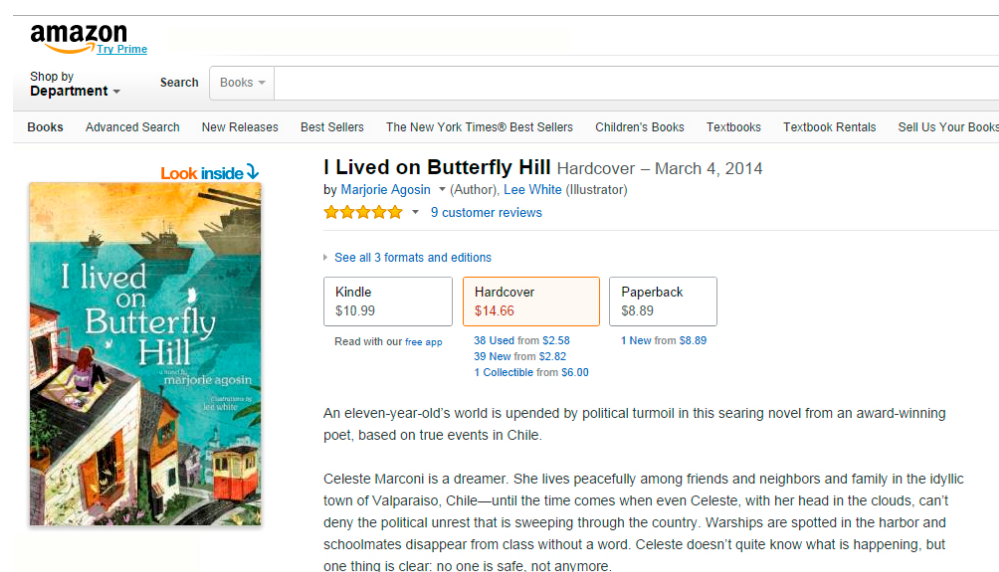
⁴ In one important case, translators' organizations in Europe successfully challenged AmazonCrossing's attempt to enforce NDAs. on potential translators. See, e.g., “CEATL and Amazon discussed AmazonCrossing's translation license agreement at the Frankfurt Book Fair,” 13 November 2014. Web. <<http://www.ceatl.eu/ceatl-and-amazon-discussed-amazoncrossings-translation-license-agreement-at-the-frankfurt-book-fair>>

Appendix A: The Disappearing Translator

Frequently, publishers neglect to include the translator's name in the Cataloguing-in-Publication "metadata" they transmit to distributors, to online and brick-and-mortar booksellers, and to the Library of Congress (in the U.S., or to comparable library systems in Canada, the U.K., or elsewhere). The translator's name still may appear in the printed volume—indeed, by law, the publisher is required to place it there—but it may be invisible in online and library catalogs and databases as well as on the sites of booksellers and distributors.

For the purposes of this research report, the inconsistent naming of the translator made it difficult, especially when no Amazon preview existed, to confirm that a book even was a translation, let alone make a determination about copyright.

Here's an example of what this omission looks like in practice. Below is the Amazon.com page for Marjorie Agosin's young-adult novel, *I Lived on Butterfly Hill*, translated by Eileen O'Connor and published by Atheneum Books for Young Readers (Simon & Schuster). Note that the publisher has transmitted the illustrator's name to Amazon, but not the translator's.



The screenshot shows the Amazon.com product page for the book *I Lived on Butterfly Hill*. The page includes the Amazon logo, a search bar, and navigation links. The book is listed as a Hardcover, published on March 4, 2014, by Marjorie Agosin (Author) and Lee White (Illustrator). It has a 4.5-star rating from 9 customer reviews. The price for the Hardcover is \$14.66. There are also options for Kindle (\$10.99) and Paperback (\$8.89). A brief description of the book is provided, along with a quote from Celeste Marconi.

And, in fact, there is no mention at all of the translator in the copyright statement (below), though O'Connor is named on the title page. Meanwhile, the artist/illustrator holds copyright to his/her designs, and even the book's designers are named.

The copyright to the text, however—which means copyright to the translation in the English version—is registered in the name of the original author, not the translator. What is more, the translator's name is missing from Simon and Schuster's own page for this book.⁵

ATHENEUM BOOKS FOR YOUNG READERS • An imprint of Simon & Schuster Children's Publishing Division • 1230 Avenue of the Americas, New York, New York 10020 • This book is a work of fiction. Any references to historical events, real people, or real places are used fictitiously. Other names, characters, places, and events are products of the author's imagination, and any resemblance to actual events or places or persons, living or dead, is entirely coincidental. • Text copyright © 2014 by Marjorie Agosin • Illustrations copyright © 2014 by Lee White • All rights reserved, including the right of reproduction in whole or in part in any form. • ATHENEUM BOOKS FOR YOUNG READERS is a registered trademark of Simon & Schuster, Inc. • Atheneum logo is a trademark of Simon & Schuster, Inc. • For information about special discounts for bulk purchases, please contact Simon & Schuster Special Sales at 1-866-506-1949 or business@simonandschuster.com. • The Simon & Schuster Speakers Bureau can bring authors to your live event. For more information or to book an event, contact the Simon & Schuster Speakers Bureau at 1-866-248-3049 or visit our website at www.simonandschuster.com. • Book design by Sonia Chaghatzbanian and Irene Metaxatos • The text for this book is set in ITC Souvenir. • The illustrations for this book are rendered in watercolor, ink, digital. • Manufactured in the United States of America • 0114 FFG • First Edition • 10 9 8 7 6 5 4 3 2 1 • CIP data for this book is available from the Library of Congress. • ISBN 978-1-4169-5344-9 • ISBN 978-1-4424-9476-3 (eBook)

⁵ <http://books.simonandschuster.com/I-Lived-on-Butterfly-Hill/Marjorie-Agosin/9781416953449>

This raises a related and no less vexing problem: publishers who leave the translator's name out of publicity or even omit it from their own catalogs.

Just as in the case of *I Lived on Butterfly Hill*, mention of the translator of Alexey Pehov's *Chasers of the Wind* (Elinor Huntington) is also completely missing from the copyright statement inside the book (oddly, the original Russian-language author has retained copyright to the English-language translation instead) and from Tor Books' own publicity page for the book. Her name can be found associated with the *Publishers Weekly* review, however.⁶

This is a work of fiction. All of the characters, organizations, and events portrayed in this novel are either products of the author's imagination or are used fictitiously.

CHASERS OF THE WIND

Copyright © 2005 by Aleksey Pehov

English translation copyright © 2014 by Aleksey Pehov

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Map by Maxim Popovsky

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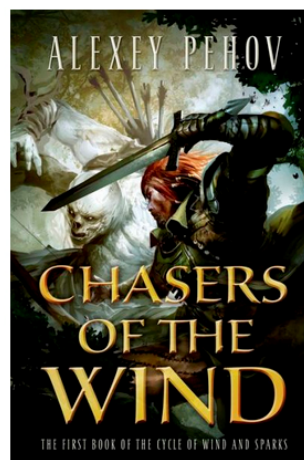
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STORIES & COMICS SERIES GALLERY COMMUNITY IMPRINT

Chasers of the Wind (Excerpt)

ALEXEY PEHOV



Check out *Chasers of the Wind*, the first book in a new series from Alexey Pehov, available June 17th from Tor Books!

Centuries after the disastrous War of the Necromancers, the Nabatorians, aligned with the evil necromancers of Sdis, mount an invasion of the Empire. Luk, a soldier, and Ga-Nor, a Northern barbarian, are thrown together as they attempt to escape the Nabatorian hordes and find their way back to their comrades.

Gray and Layan are a married couple, master thieves who are hiding out and trying to escape their former gang. They hope to evade the bounty hunters that hound them and retire to a faraway land in peace. Unfortunately, for Gray and Layan,

they unwittingly hold the key to a powerful magical weapon that could bring The Damned back to power.

Hounded by the killers on their trail and by the fearsome creatures sent by The Damned, Gray and Layan are aided by Luk and Ga-Nor—and Harold, the hero of *The Chronicles of Siala*. Realizing what's at stake they decide that, against all odds, they must stop The Damned.

At times, there are also discrepancies between the title information transmitted to Amazon.com and Amazon.co.uk. For example, notice the difference between records on the two platforms, respectively, for the same title (Emanuele Pettener's book of novellas, *A Season in Florida*). The translator's name appears only on Amazon's UK site.

⁶ <http://www.publishersweekly.com/978-0-7653-3489-3>

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A Season in Florida (Crossing) Paperback – August 29, 2014
by Emanuele Pettener ▾ (Author)
★★★★☆ ▾ 2 customer reviews

▸ See all formats and editions

Paperback
\$11.21

7 Used from \$8.56
15 New from \$8.56

Fiction. A SEASON IN FLORIDA is Emanuele Pettener's debut book of fiction in English. Prolific in Italian with three novels, he now offers to the North American audience some of his delightfully funny, yet sober, short fiction, which nicely complements his previously published novels.

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◀ Back to search results for "Season in Florida: pettener"



A Season in Florida (Crossing) Paperback – 29 Aug 2014
by Emanuele Pettener ▾ (Author), Thomas De Angelis (Translator)
[Be the first to review this item](#)

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Paperback
£9.00

4 Used from £6.97
8 New from £5.61

A Season in Florida is Emanuele Pettener's debut book of fiction in English. Prolific in Italian with three novels, he now offers to the North American audience some of his delightfully funny, yet sober, short fiction, which nicely complements his previously published novels.

De Angelis's name is also missing from the publisher's page (Bordighera Press: <http://www.spdbooks.org/Product/9781599540542/a-season-in-florida.aspx>).

Do we really have to recognize the translator?

Short answer: Yes. Long answer: Yes.

All of the practices described above represent a direct violation of the translator's moral right to be recognized as the author of a translation. Moreover, they demonstrate the lack of consideration for translators that is widespread in segments of the publishing industry—a secondary symptom, if you will, of copyright “rustling.”

If it mattered to publishers, they would unanimously make sure translators were properly named, properly credited, and properly afforded their legal rights to their work. If it mattered, publishers—and translator organizations—would police the industry to make sure this happened.

The fact that they do not speaks volumes—in any language.

Appendix B: Rustled Copyrights

396 Translators Whose Work Was Not Copyrighted in Their Names in 2014

Aaron J. Ilika	Bert Cardullo	David Dollenmayer	Gabriel Kuhn
Adam Schmidt	Bert Hielema	David Frye	Gene Reeves
Agata Rottkamp	Brandon Schultz	David Henry Wilson	Genya Turovskaya
Agnieszka Marczyk	Brian Kerns	David Homel	Geoffrey Finch
Alan E. Smith	Brian Pounds	David M.B. Richardson	George F. Dole
Alan Hercberg	C.A. Thompson-Briggs	David Molk	George Yúdice
Alan S. Jackson	Camellia Nieh	David Woods	Giuliana Fantini
Alex Skinner	Cameron J. Watson	Deborah Furet	Gladis Castillo
Alexandra Carlier	Caroline Williamson	Deke Dusingberre	Gregorio Santos Pérez
Alexei Sossinsky	Catherine Porter	Delia Rosas Rodríguez	Gustav Heldt
Alexis Pernsteiner	Chantal Barry	Demetrio S. Yocum	Gusti Gould
Alexis Siegel	Charity Scott-Stokes	Denis Mair	H.B. Dewing
Alice Kaplan	Charles Gill de Mayol de Lupe	Diane Blumenfeld-Schaap	Haim Watzman
Alison Anderson	Charlotte Hughes-Kreutzmuller	Diane Oatley	Heiko Narrog
Allison Schein	Charlotte Ryland	Dinah Livingstone	Hiroko Fudemoto
Amy Baram Reid	Chris Andrews	Donald S. Lopez, Jr	Howard Curtis
Andrea Schaffer	Christa Belyaeva	Dorrit Cohn	Howard Goldblatt
Andrew Hamilton	Christa Rumsey	Douglas Andrew Town	Hugh Feiss
Andrew Rushton	Christian Hubert	Douglas Langworthy	Ian Harvey
Andrew Uffindell	Christian Preus	Dudley Andrew	Ian Johnston
Andy Klatt	Christine Feddersen-Manfredi	E. M. O'Connor	Ilán Stavans
Anette Cantagallo	Christopher Culver	Edith Scholl	Ilana Kurshan
Ann Goldstein	Christopher Elson	Edward Buckner	Iñaki Mendiguren
Anna More	Christopher Scott	Edward H Willis	Insa Kummer
Anne Behnke Kinney	Christopher Sutcliff	Edward M. Strauss	Isabel Reid
Anne Mathai	Christopher Woodall	Elinor Huntington	Ito Moriyuki
Anne Walthall	Chun Kyung-Ja	Elizabeth Key Fowden	J. A. A. Stockwin
Annelise Finegan	Clive Letchford	Elizabeth Lyman	Jack Cain
Wasmoen	Colin Meade	Ellen Elias-Bursac	Jack Zipes
Anne-Marie Andreasson-Hogg	Connie Stradling Morby	Ellen Hedstrom	Jack Zupko
Anssi Korhonen	Cory Klingsporn	Elzbieta Matynia	James Ingram
Anthony Berris	Craig Cravens	Emilio Zamora	James S. Diamond
Anthony Oldcorn	Daigaku Rummé	Emily Boyce	Jane H. M. Taylor
Antony Shugaar	Daniel C. Schechter	Emily Clement	Jane Hedley-Prôle
Arabella Spencer	Daniel Davies	Enar Henning Koch	Janet Burke
Ariadne Daher	Daniel Gallagher	Eric Sellin	Janet Lloyd
Arianna Bove	Daniel Nethery	Erik Butler	Jason E. Smith
Ariel Godwin	Daniel O. Dahlstrom	Erik Varden	Jeff Fort
Ariel Godwin	Daniel W. Smith	Esther Faye	Jeff Parker
Arthur Brakel	Daniella Gill de Mayol de Lupe	Ethan S. Rundell	Jeffrey M. Green
Arthur Goldhammer	David Ball	Ewa Małachowska-Pasek	Jeffrey Mehlman
Astri von Arbin Ahlander	David Beardsmore	Flora Capostagno	Jenny Piening
Barbara Fuchs	David Bentley Hart	Françoise Takken-Kaminker	Jeremy Noakes
Bart Beaty	David C. Noe	Frank Davidson	Jerold Frakes
Bela Shayevich	David Clément Leye	Frederick Neuhouser	Jerry Dennis Metz
Ben Maya		Frederick Turner	Jesse Browner
Benjamin Adam Kohn		G. M. Goshgarian	Jin Y. Park
Benjamin Mcquade			Jody Gladding

Joel P Brereton	Lynne Richards	Naftali Greenwood	Sonia Atkins
John Angell	M. B. DeBevoise	Nancy Roth	Sonja Arntzen
John Breen	M. F. Rusnak	Nanette McGuinness	Soraia Tabatabai
John Brownjohn	Mac Margolis	Nathanael Stein	Sr. Joanna Dunham
John Charles Chasteen	Malou Fickling	Nessa Olshansky-Ashtar	Stefan Lindberg
John Florio	Margaret Jull Costa	Nicholas Grindell	Stephanie W. Jamison
John King	Margaret L. King	Nick Nguyen	Stephen Adam Schwartz
John Kinsey	Margery B. Ledward	Nicolas Pilavachi	Stephen H. West
John R. Betz	Maria Way	Norman Cheadle Sheila Ethier	Stephen Sartarelli
Jomarie Alano	Marian Schwartz	Olena Bormashenko	Stephen W. Sawyer
Jon E. Graham	Marie Heynemann	Olga Sipacheva	Steven D. Carter
Joshua David Jordan	Marie-Louise Naville	Oliver Brock	Steven Rendall
Judith Affleck	Marjolijn de Jager	Orest Pawlak	Stuart Kendall
Judith G. Miller	Marjorie Mikasen	Pascale-Anne Brault	Susan Schwartz
Julia Heim	Mark Polizzotti	Patrick Camiller	Susanne Fusso
Julian Ross	Mark Siegel	Patrizia De Francesco	T. M. McClellan
Julie Ganz	Mark Teeuwen	Paul Misner	Takechi Manabu
Justin Izzo	Mark W. Person	Paul Norlen	Talia Rebecca Ergas
Justin Kelly	Martin Douch	Paul Sharkey	Ted Goosen
Justyna Pawlak	Mary Ehrlander	Paula Haydar	Ted Humphrey
K.L. Seegers	Matthew Fox	Paula Irene Franke	Terry Rugeley
Kaeren Fish	Matthew Hyde	Paulina Björk Kapsalis	Teruyo Shimizu
Karen Leeder	Maureen Chun	Peter L.P. Simpson	Theo Cuffe
Karl Offen	Maureen Freely	Peter Muello	Thomas De Angelis
Kate Bignold	Maureen M. O'Brien	Philip Gabriel	Thomas Dunlap
Kate Walters	Maurice A. Finocchiaro	Philippe Girard	Thupten Jinpa
Kate Wildman Nakai	Maya Robinson	Rachel Tzvia Back	Tim Baralis
Katie Chabrière	MB DeBevoise	Randall A. Major	Tim Carruthers
Keith Hodson	Mbarek Sryfi	Raymond N. MacKenzie	Tim Mohr
Kelly Washbourne	Megan Thomas	Reinder Bruinsma	Timothy Attanucci
Ken Liu	Melanie Florence	Renée Morel	Tina Turkie
Khalid Tyabji	Mette Louise Nygard	Renfrey Clarke	Tobi Haberstroh
Konstantine Matsoukas	Michael Gibbs Hill	Richard B. Harris	Todd Hasak-Lowy
Kristin Dykstra	Michael H. Shank	Richard Howe	Tomasz Mirkowicz
Lara Vergnaud	Michael J. Miller	Robert H. McCormick Jr.	Trevor Arthur
Larissa Brewer-García	Michael K. Bourdaghs	Roberta L. Krueger	Trevor Cribben Merrill
Laura Kopp	Michael Lavin	Roman Czarny	Trevor Steele
Laura Watkinson	Michael Marsden	Ronald Pepin	Vanessa Doriott Anderson
Lee Chadeayne	Michael Naas	Rosemary Cottis	Veronica Choice
Len Krisak	Michael O'Mahony	Ross Ufberg	Viktoria Lindback
Lesley Sharpe	Michael R. Katz	Ruth Martin	Violet S. Law
Leslie Mathews	Michael Syrotinski	Sara Hanaburgh	W. Chris Hackett
Lidia Morson Tramontozzi	Michael Theodore Meadows	Sara Kitai	Wayne Coppins
Linda Cloverdale	Michal Sapir	Sarah De Sanctis	Willem H. Vanderburg
Linda M. Maloney	Michele Mangin-Woods	Sarah J. Turtle	William Hutchins
Lisa Adams	Michelle K Borrás	Scott Davidson	William J. Melcher
Liv Bliss	Michio Shinozaki	Sergey Levchin	William Madges
Lloyd A. Newton	Milena Dabova	Seymour Menton	William Rodarmor
Lorna Scott Fox	Miyazaki Fumiko	Sharon Marie Carnicke	Wilt L. Idema
Lu Mei-Hui	Molly Grogan	Shaun Whiteside	Young-Shil Cho
Lucy Jansen	Monique Hondelink	Sheila de Bellaigue	Yu Sumei
Lydia G. Cochrane	Moshe Tlamim	Siobhan Tracey	Zachary Nowak
Lynda Hepburn			Zack Rogow