



**International Federation of Accountants**

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April 15, 2011

**Reference Number: RU-ACR-T-OA-2011**

Audit Chamber of Russia  
3rd Syromyatnichesky per., 3/9  
Building 3  
105120, Moscow  
Russian Federation

**Re: Translation and Publishing Agreement**

This letter sets forth the agreement ("Agreement") between the International Federation of Accountants, its successors and assigns ("IFAC") and Audit Chamber of Russia ("Translating Body") regarding the translation and publication of the English language works listed on Exhibit A1 through A[ ] to be signed by the parties and to be incorporated and made part of this Agreement (the "Work(s)") and is made with reference to the following:

IFAC works closely with its members and associates, regional accountancy organizations and other external stakeholders to promote the competence and integrity of accountants worldwide and to support accountants in their efforts to provide high quality services.

IFAC, as part of serving the public interest, desires its members and other designated external stakeholders to participate in the translation and distribution of its standards and other publications, including the Translating Body translating the Work(s) from its original English language version to the Russian language (the "Translation") in accordance with the relevant IFAC Policy Statement – *Policy for Translating and Reproducing Standards Issued by the International Federation of Accountants – December 2008* or *Policy for Reproducing, or Translating and Reproducing, Publications Issued by the International Federation of Accountants – December 2008* as amended from time to time (the "Policy Statement");

The Translating Body, being aware of IFAC's public interest mission, wishes to fully participate in that mission and to undertake the Translation; and IFAC wishes to contract the Translating Body for such translation services (the "Translation Services").

Accordingly, the parties agree as follows:

1. **Grant of Rights:** IFAC hereby grants to the Translating Body the following non-exclusive rights in the Russian-speaking region, in connection with the Work(s):

(a) to proceed with the Translation, and

(b) to publish, distribute and sell the Translation in print and electronic format as specifically provided for in this Agreement.

2. Term: The term of this Agreement shall be one (1) year from the date listed above, unless earlier terminated as set forth in Paragraph 13 below. The term will automatically continue from year to year thereafter unless terminated by either party upon sixty (60) days prior written notice prior to the end of the initial term or any year after the initial one (1) year term (the "Term").

3. Reservation of Rights: All rights in the Work(s) not specifically granted to the Translating Body, are reserved to and by IFAC. The Translating Body acknowledges IFAC's ownership of the Work(s) and that any rights granted to the Translating Body do not transfer ownership rights in the Work(s). IFAC reserves the right to modify in writing the time period specified in paragraph 2 above permitting the Translating Body to publish, distribute and sell the Translation.

4. Non-Commercial/ Commercial Use:

(a) Non-Commercial Use: This Agreement is based on the understanding that the Translating Body is distributing the Translation free of charge or at a price merely intended to recover the translation and reproduction costs. Accordingly, no licensing fees or royalties shall be due IFAC under this Agreement.

(b) Commercial Use: In the event that the Translating Body wishes to distribute the Translation at a price intended to provide the Translating Body with profits in addition to recovering the translation and reproduction costs, the Translating Body will be required to pay IFAC a non-recoverable license fee as well as royalties. The Translating Body shall inform IFAC of this intention in writing prior to commencing such profit generating distribution. Such commercial arrangements shall be the subject of an addendum to this Agreement between IFAC and the Translating Body. Failure to inform IFAC of such commercial intentions or arrangements constitutes grounds for termination of this Agreement.

5. Accounting: The Translating Body shall document upon IFAC's request its costs and revenues of any Non-Commercial Uses.

6. Translation Services:

(a) The Translating Body shall, at the Translating Body's own expense, faithfully translate the Work(s) in a professional manner using all reasonable care and skill to ensure accuracy and consistency of the Translation in accordance with the terms of this Agreement and the Policy Statement, which is incorporated herein by reference. The



Translating Body shall submit a translation proposal and list of key terms as further described in the Policy Statement.

- (b) The Translating Body shall review the Translation for grammatical, contextual or spelling errors and ensure that the Translation Services are delivered in an accurate, timely and prompt manner. Backups shall be maintained of all electronic files generated by the Translating Body in connection with the Translation Services.

7. Progress Report: the Translating Body shall deliver progress reports to IFAC in accordance with a timetable to be agreed with IFAC. The Translating Body shall use best efforts to comply with such timetable and shall immediately notify IFAC of any actual or expected events that will or could result in a delay. In the event of a delay by the Translating Body that is attributable to the Translating Body, the Translating Body may be entitled, at IFAC's sole discretion, to an extension to such time.

8. Revisions: The Translating Body shall perform such revisions to the Translation as required by IFAC pursuant to the deadlines provided by IFAC. If the Translating Body is unable to perform such revisions as required by IFAC, IFAC shall have the right to terminate this Agreement pursuant to Paragraph 13 below.

9. Delivery: Prior to publishing, the Translating Body shall deliver to IFAC (attn: Kelly Anerud, Senior Technical Manager Translations) the draft Translation, together with a list of key terms for IFAC's written approval. On or before one year from the date listed in the relevant Exhibit A1 through A[\_\_\_], the Translating Body shall deliver to IFAC the final Translation in the following formats: print (if applicable) and electronic version in Microsoft Word format, together with any translation memory generated (preferably by translation memory software compatible with that used by IFAC).

10. Copyright and Related Rights:

- (a) The Translating Body will promptly secure by using the Short Form Contractor Agreement attached hereto as Exhibit B, and any relevant addendum to such Exhibit B as applicable, the full extent of copyright protection and moral rights from each of its translators and their translators employees (that will be working on the Translation), if any, that may be available in the country(ies) described above with respect to the Translation (the "Contractor Agreement").
- (b) The Translating Body hereby assigns to IFAC, effective upon the completion of the Translation or any termination of this Agreement, the full extent of copyright and moral rights in and to the Translation, including, but not limited to the rights obtained from its translators by executing the Short Form Assignment attached hereto as Exhibit C (the "Assignment").
- (c) As part of the delivery requirements of the Translation (as described in Paragraph 9), the Translating Body shall deliver to IFAC all the executed Contractor Agreements and the Assignment. The Translating Body shall cooperate with IFAC and execute, acknowledge

and deliver to IFAC such further documents and assignments as IFAC deems necessary to effect the intent and purpose of the assignment in this paragraph 10.

11. Credit: An appropriate copyright statement in the Russian language, as set out in the relevant Policy Statement, and to be confirmed with IFAC and approved prior to publication, shall be printed on the copyright page of each copy of the Translation.

For translation of IFAC's standards, the following copyright statement shall be used:

"This [insert title of standard] published by the [insert name of IFAC board or committee that prepared the standard] of the International Federation of Accountants (IFAC) in [insert month and year] in the English language, has been translated into Russian by [insert name of Translating Body] in [insert month and year], and is reproduced with the permission of IFAC. The process for translating the [insert collective name of group of standards and guidance] was considered by IFAC and the translation was conducted in accordance with "Policy Statement—Policy for Translating and Reproducing Standards Issued by IFAC." The approved text of all [insert collective name of group of standards and guidance] is that published by IFAC in the English language."

In addition, the following copyright notices shall appear in the Russian language on the copyright page of each copy of the Translation published by the Translating Body:

"English language text of [Name of documents/ standards/policies] © [year] by the International Federation of Accountants (IFAC). All rights reserved."

"Russian language text of [Name of documents/ standards/policies] © [year of translation] by the International Federation of Accountants (IFAC). All rights reserved."

Furthermore, the following reference to the original English title of the Works shall appear in its customary form in every copy of the Translation published by the Translating Body (for example, at or near the bottom of the copyright page) as follows:

"Original title ['Original title' to be written in the Russian language]: [Insert original English language name of group of standards and guidance] ISBN number: [Insert ISBN number, if any, in format xxx-x-xxxxxx-xx-x]"

12. Trademark: In connection with the publication of the Translation, IFAC hereby grants the Translating Body a non-exclusive license during the Term of this Agreement to use IFAC's trademarks and logos on the copies of the Translation, subject to IFAC's prior written review and approval of any such use.

13. Termination: This Agreement may be terminated within three (3) months of the Translating Body's receipt of written notice from IFAC and all rights under this Agreement with respect to the Work(s) on the applicable exhibit as specified in the notice, shall automatically revert to IFAC without further notice if:



- (a) the applicable Work(s) have been updated or revised, and the Translating Body does not want to translate (at the Translating Body's expense), publish and distribute the updated Work(s) according to the terms of this Agreement;
- (b) the applicable Work(s) are no longer in force under IFAC's policies; or
- (c) the Translating Body becomes insolvent or files for bankruptcy or similar arrangement under applicable bankruptcy laws.

Upon termination of the Agreement, the Translating Body shall cease all print and electronic distribution activities of the Translation.

14. Representations and Warranties:

- (a) IFAC represents and warrants that it is the sole and exclusive holder of the rights granted herein, and that the rights granted are not subject to any claims or rights that may interfere with the rights herein granted.
- (b) The Translating Body represents and warrants that it has the right to enter into this Agreement and the performance of the Translation hereunder is not and will not be in violation of any other contract, agreement or understanding to which the Translating Body is a party. The Translating Body further represents and warrants that it is the sole and exclusive holder of the rights granted herein and that it has obtained all the rights required under this Agreement to the Translation, and that the rights granted are not subject to any claims that may interfere with the rights herein granted.
- (c) Each party shall hold the other party, its licensees, successors and assigns harmless from all claims, losses, and damages (including reasonable attorneys' fees), in the event of a breach of any of the party's warranties, representations or obligations under this Agreement.

15. Miscellaneous: The Translating Body may not assign or sub-license the rights granted in this Agreement to any other party without the prior written consent of IFAC. The parties can amend this Agreement only by a written document signed by both parties. This Agreement contains the entire understanding between the parties and supersedes any previous agreements related to translation of the Works.

16. Dispute Resolution: Any disputes arising under this Agreement will be attempted to be resolved through good faith negotiations between the parties using their best efforts to resolve the matter amicably and to endeavor to cure any disputed matters. If such negotiations do not resolve the dispute, the dispute will be submitted to final and binding arbitration by a panel of three (3) arbitrators appointed and acting in accordance with the Regulation of Conciliation and Arbitration of the International Chamber of Commerce. The arbitration shall be held in New York City, USA and the parties agree to submit to the exclusive jurisdiction thereof and the national law of such jurisdiction shall govern regardless of any conflict of laws principles. The

decision of the arbitrators shall be rendered in writing with all reasonable expedition, shall set the reasons therefore and shall be final and binding upon the parties to this Agreement and not be subject to any appeal and judgment upon such award may be entered in any court of competent jurisdiction.

17. Language of the Agreement: In cases where this Agreement is translated into a language other than English, the original English language text and interpretation thereof will prevail in the event of any dispute as to the terms of this Agreement.

Please sign below and return one copy to IFAC acknowledging your acceptance of this Agreement.

Sincerely,

International Federation of Accountants

Signed on behalf of Audit Chamber of  
Russia:

  
\_\_\_\_\_  
(Signature)

TATIANA BRAGINA  
\_\_\_\_\_  
(Name)

GENERAL DIRECTOR  
\_\_\_\_\_  
(Title)

04 MAY 2011  
\_\_\_\_\_  
(Date)

Signed on behalf of IFAC:

  
\_\_\_\_\_  
(Signature)

Sylvia Tsen

Director, Quality and Member Relations

May 18/2011  
\_\_\_\_\_  
(Date)