

Ten Principles for Fair Contracts

Principle	Fair Contract Terms – what we want	Unfair Contract Terms – what we don't want
Contracts should not be forever	Defined time limits (especially important for eBooks: no such thing as “out of print”)	Unlimited time periods or automatic renewals
As the author, you should benefit from the success of your creation	Advance and fair royalty rates including and especially for eBooks	Buy out or lump sum contracts
Keep your options open	Detailed scope of use and the rights you are giving away	Assignment of copyright for all uses now known and unknown
Use it or lose it	The ability to get your rights back (rights reversion) when they aren't used or works go “out of print”	The publisher to retain rights they're not using
Ensure your work can reach its broadest possible audience	The publisher to commit to producing your work in accessible formats	No commitment to accessibility
Ensure the publisher is accountable to you for communicating all uses of your work	Detailed, transparent and regular royalty statements with an audit clause in the contract	Lack of transparent reporting
Safeguard your reputation	Moral rights to be asserted	Moral rights waivers
Safeguard your future career	The freedom for authors to develop their careers	Non-compete clauses binding authors to the publisher
Don't leave any decisions to the publisher's whim: define 'reasonable'	Delivery and acceptance terms clear	Reasons for the publisher to be able to reject your work arbitrarily
If you're going to split the profits, split the risk	Indemnification only as far as is reasonable	Author being liable for matters in publishers' control