

Author Contract Checklist

Use this checklist to help structure your assessment of a publishing contract. Use these answers to help you decide if the terms of the agreement align with your goals for your writing and potential use of your work in the future. Always remember that contracts are negotiable and that if the terms do not allow you to meet your goals in publishing your work, you can always walk away before an agreement is signed.

Rights and Licenses

- **Copyright:** In this contract, do you (the Author) retain the copyright to this work, or is the copyright assigned to one or more other parties?

- **License of Rights:** Is this contract an assignment of rights? To which party(ies)?

- **Exclusivity:** Is the assignment or license of rights exclusive to this publisher?

Scope of right to use or assignment

- **Territory:** Where do the terms of this contract apply? (United States, worldwide)

- **Term:** For what length of time is this agreement valid for? (5 years, in perpetuity)

- **Media Formats:** In what formats can the publisher produce your creative or intellectual work? (eg. print, electronic, media not yet invented, braille)

- **Derivative Works:** What kinds of works based on this piece of writing can the publisher create and distribute in the future? (eg. a new edition, translation, film adaptation)

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- **Sublicensing:** What permissions to use the work can the publisher grant to others? (eg. Right to create a translation, have the content published in a database)
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Financials

- **Commissioned Rate:** Is this piece being commissioned from you for a flat or per word fee?
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- **Advance Payments:** Are you being offered payment in advance of completing or submitting your work to the publisher? What is the schedule for that payment? Will you be penalized or required to pay back the advance if you do not fulfill the terms of the contract?
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- **Royalties:** If you will be paid royalties on sales of the work, will you receive a percentage or a flat fee? What is the timing of these payments?
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Author Reuse

- **Approved forms of author reuse:** Does the contract stipulate certain approved forms of reuse? (eg. for teaching, non-profit educational use)
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- **Alternative Formats or Derivative Works:** Are there derivative forms or media formats that you will be able to create based on this work? (eg. a longer, book-length work, a translation)
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- **Conflicting/Competing Publications:** Does the contract bar you from publishing other works on “similar subjects” or for similar audiences? Is there a time restriction on this prohibition?

- **Third party republication:** If another publisher or venue wants to republish this work, can you approve this or will you need to seek permission from the party named in this agreement?
