

*Not Legal Advice: This tool provides general information and strategies for authors who are drafting letters to their publishers requesting reversions of rights in their books. While it provides common factual examples and explains how they can be incorporated into authors' reversion requests, this tool does not apply directly to any individual author's specific situation. Accordingly, this tool is not legal advice, nor does using this tool create an attorney-client relationship. Please consult an attorney for help applying this tool to your specific facts.*

## CRAFTING A REVERSION LETTER: THE FIRST STEP TO MAKING YOUR BOOK MORE AVAILABLE

### Introduction

This navigable tool describes how authors can draft letters to their publishers requesting reversion of rights in their books. In many cases, rights reversion is the first step authors can take to make their books more available to readers. This tool is a companion to Authors Alliance's comprehensive guide, [Understanding Rights Reversion](#), which is the product of extensive outreach to authors, trade and academic publishers, literary agents, and librarians. It distills the mechanics of drafting a reversion letter into easy-to-follow steps and provides insider tips and strategies to help authors draft their most persuasive reversion letters so that they can regain rights in their books.

Reverting rights is not a science. While this tool presents strategies that have proven successful for some authors, whether a publisher reverts rights to an author may ultimately depend on a variety of factors, including the terms of the contract, the publisher's reversion policies, and the book's commercial lifecycle. Successful letters present arguments for reversion that are grounded in the author's specific circumstances, even if that means that the letter does not utilize the strategies recommended here. Accordingly, there is no need to strictly adhere to the letter formats suggested below.

We encourage you to begin by taking a look at [Understanding Rights Reversion](#) to better understand the rights reversion process. Before you decide to request reversion from your publisher, you will need to determine which rights you transferred to your publisher in the first place and which rights you need to regain in order to make your book available in the ways you want. For information on determining whether you need to revert rights and which rights you need to revert, please read [Understanding Rights Reversion](#), Sec. III.

If you determine that you do need to revert rights, you should begin by reading the "Before You Start Drafting" section below to ensure that you have all the information and materials you need to begin drafting your reversion letter.

## Before You Start Drafting

- **Have a plan in place.** It is important to consider how you want to make your book available once you regain rights in your book. For instance, authors might want to place their books with another publisher, self-publish their books, or make their books openly accessible online. Authors might have a variety of goals for the future of their works. Some may want to publish their books in new formats, others may want to release translations or revised editions of their books, and some might want to do something else entirely.

An author who regains rights without first having a plan in place risks her book becoming even less available because once her publisher reverts rights, the publisher may have to stop selling its editions. Consequently, until the author makes the book available again, readers may be unable to find and read the book. For more information, see [Understanding Rights Reversion](#), Sec. II.

- **Find and read your contract.** Read your contract to determine if your contract has a reversion clause. For information on how to determine whether your contract includes a reversion clause and, if so, whether you are eligible to exercise that clause, please read [Understanding Rights Reversion](#), Sec. IV.
  - Letter A (below) provides information on drafting a letter requesting reversion for authors who have a reversion clause and meet its conditions for reversion.
  - Letter B (below) provides information on drafting a letter requesting reversion for authors whose contracts do not include a reversion clause or who do not meet the conditions of their reversion clauses.

If you do not have a copy of your contract, you can request one from your publisher. If you cannot obtain a copy of your contract, don't worry! You can still use the strategies discussed in Letter A and Letter B to present a persuasive argument for why your publisher should revert rights to you.

- **Collect the information you need to make your case for reversion.** This might include royalty statements, information on your publisher's stock levels, and anything else that demonstrates why your publisher should revert rights to you. For example, authors can consult their royalty statements for information on book sales, can call

their publishers' warehouses for information on stock levels, and can check online marketplaces for information on their books' commercial availability. See pages 49–55 of [Understanding Rights Reversion](#) for more detail on ways to collect this information.

- **Find a contact at your publisher to whom you can address your reversion letter.** If you are already in touch with someone at your publisher, such as your editor, this may be a good person to contact. Another option is to check the publisher's website to find the contact information for someone in the contracts or rights departments. This information can be hard to find online, so you might also call your publisher's main phone line to ask for a contact. Note that some contracts specify how or to whom an author must send notification of her request to revert rights. Please see Letter A for more details.

## Letter A: Example Letter Exercising a Right of Reversion

*What follows is general information about drafting a letter exercising a right of reversion, as well as an example structure for the letter. This section is for authors who are eligible to regain rights in their books under the terms of their contracts. For more information on determining whether you are eligible to revert rights under the terms of your contract, see [Understanding Rights Reversion](#), Sec. IV.*

*Note that some publishing agreements specify how an author must notify her publisher of her intent to regain rights. For instance, a contract might require that an author send a hard copy of a reversion letter by mail to a specific individual. Consult your contract to see if it contains any such requirements.*

*For more detailed information on exercising your right of reversion, see [Understanding Rights Reversion](#), Sec. V.*

[DATE]

[PUBLISHING CONTACT]

[ADDRESS]

**§ A:** RE: [Include book title.]

Dear [CONTACT]:

**§ B:** [State why you are writing to your publisher.]

**§ C:** [Reference your contract to explain why your book is eligible for reversion under your contract and formally request reversion.]

**§ D:** [Request written confirmation of reversion and provide your contact information.]

[SIGN OFF],

[YOUR NAME]

**§ A: Specify the subject matter of your letter.** List the title of the book for which you would like to regain rights. If you have more than one book published by the same publisher and eligible for reversion under the terms of your contracts, you can request reversion of rights in all of those books in a single letter to your publisher by listing each title.

**§ B: State why you are writing to your publisher.** Explain that you are writing in regard to the book specified above. Consider once again including the book's title and its year of publication here.

**§ C: Show that you are eligible to exercise your reversion clause.** Reference the specific language in your contract that indicates what conditions must be met in order for your book to be eligible for reversion. Clearly explain that your contract's condition(s) for reversion has been met. Formally request that your publisher revert the rights to you. For example:

- Some contracts provide that a book is eligible for reversion if it is no longer “in print.” An author with this type of condition can state that her book has fallen out of print under the terms of her contract. The definition of “in print” varies from contract to contract, and not all contracts define it at all. For more detail on determining whether a book is “in print,” see [Understanding Rights Reversion](#), Sec. IV, pages 45–46 and 50–51.
- Other contracts provide that a book is eligible for reversion if the publisher’s sales/revenue earned or stock levels fall below a certain threshold. An author with this type of condition can draw on the information she gathered to show that her sales/revenue or her book’s stock levels have fallen below that threshold.
- Still other contracts provide that a book is eligible for reversion after a certain number of years has lapsed. When requesting reversion under this condition, an author can state that the contractually specified number of years has passed. For more information on grants of rights that expire after a term of years has lapsed, see [Understanding Rights Reversion](#), Sec. IV, pages 48–49 and 53–54.

**§ D: Request written confirmation of reversion and outline next steps.** Request that your publisher send written confirmation that rights have reverted to you. Provide the address or email address to which you would like your publisher to send confirmation of reversion.

Some contracts provide a timeline for a publisher’s response to a reversion request. If your contract requires your publisher to respond to your request within a certain period of time, you can state that you look forward to hearing from it within that period. If your contract does not provide a timeframe for your publisher’s response, consider including a request that the publisher respond by a certain date; be sure to give the publisher enough time to process your initial request. For more information on publishers’ timelines for reversion, see [Understanding Rights Reversion](#), Sec. V, pages 63–66. Letter B: Example Letter Requesting Reversion for Authors Without a Right of Reversion.

## Letter B: Example Letter Requesting Reversion for Authors Without a Right of Reversion

What follows is general information about drafting a reversion request letter, as well as an example structure for the letter. This section is for authors who are not eligible to regain rights in their books under the terms of their contracts, either because they do not meet the conditions of their reversion clause or because their contracts do not contain a reversion clause. For more information on determining whether you are eligible to revert rights under the terms of your contract, see [Understanding Rights Reversion](#), Sec. IV.

For more information on formulating persuasive arguments in support of your request for reversion of rights, see [Understanding Rights Reversion](#), Sec. VI.

[DATE]

[PUBLISHING CONTACT]

[ADDRESS]

§ A: RE: [Include book title.]

Dear [CONTACT]:

§ B: [State why you are writing to your publisher.]

§ C: [State which rights you would like reverted to you.]

§ D: [Explain why your publisher should revert the rights to you.]

§ E: [Request written confirmation of reversion and provide your contact information.]

[SIGN OFF],

[YOUR NAME]

**§ A: Specify the subject matter of your letter.** List the title of the book for which you would like your publisher to revert rights. If you are seeking reversion of rights for more than one book published by the same publisher, you can write separate request letters for each book if doing so will allow for a clearer articulation of why your publisher should revert rights in each book. However, if the same arguments for reversion apply to each book, then you can consider submitting a single request letter.

**§ B: State why you are writing.** Explain that you are writing in regard to the book specified above. Consider once again including the book's title and its year of publication here.

**§ C: Specify the rights you would like to regain.** Formally request that your publisher revert rights to you. As discussed in the Introduction, be sure to specify which rights you want your publisher to revert.

**§ D: Present your reasoning.** Explain why your publisher should revert rights in your book. As you present your justifications for requesting reversion, you might point to concrete information supporting your position. For example, where relevant, you might reference the terms of your contract, your book's sales, and/or anecdotal evidence that your book is not available in the ways you and your readers want it to be. As you formulate your justifications for requesting reversion, be reasonable and creative.

The following are some arguments that publishers, literary agents, and authors have indicated are particularly effective at persuading publishers to revert rights. Consider whether any of the outlined arguments apply to your circumstances and think creatively about how these arguments might work together to persuade your publisher to revert. Remember, this list is non-exhaustive: clearly present your own most persuasive argument(s) for why your publisher should revert rights in your book in light of your specific circumstances.

- **Your book is unavailable.** Is your book hard for prospective readers to find and purchase? Is it unavailable in traditional outlets like online marketplaces and local bookstores? Authors might be concerned about their books' unavailability because it means their books are not realizing their full sales potential, because their works are not reaching the audiences for whom they wrote their books, or because they want to preserve their scholarly or cultural legacies. An author with these concerns can explain to her publisher that it should revert rights so that she can take steps to make her book available to her readers once again, so that they may read and cite to her work for generations to come.

- **Sales of your book are low.** Do your royalty statements demonstrate that your publisher is not selling many copies of your book? Authors in this position can present a full picture of their books' low sales by citing to their royalty statements and, if applicable, reminding their publishers that they are not engaged in any active marketing efforts on their books' behalf.
  - Low sales might mean that an author is not earning much income on her book. This may be especially problematic for an author who writes for a living. This author can explain to her publisher that she depends on her royalties for her income and that she needs her rights back so that she can exercise greater control over her book's sales.
  - Low sales may also mean that a publisher is not earning much revenue on a book. In fact, if sales are particularly low, a publisher might actually be losing money on a book because the publisher is still incurring storage and accounting costs for the book. An author can remind her publisher that it is not earning much revenue on her book and that, in light of this, reversion may be in the publisher's best interest.
- **Your publisher is not using all the rights it holds in your book.** Did you transfer rights in your book to your publisher that your publisher is not actively using? For example, an author might have transferred exclusive electronic rights to her publisher but the publisher did not release an electronic edition. Or an author might have transferred exclusive worldwide rights to her publisher but her publisher only published her book in North America. If an author's goal is to exploit those rights, she can consider asking for those rights back so that she can leverage them to make her book more available.
- **Your publisher has mismanaged your book.** Has your publisher mismanaged some aspect of your book's publication? Maybe the publisher failed to renew expired licenses. Maybe the publisher botched the marketing for a book, leading to disappointing sales. When requesting a reversion of rights, an author might consider respectfully highlighting the publisher's mismanagement.
- **Your book is too expensive.** Is your book only available in a prohibitively expensive edition? Authors are often concerned that their prohibitively expensive books are inaccessible to their intended audiences because their readers cannot afford to purchase copies. An author might explain to her publisher that her book's high price renders it effectively unavailable and that she wants to regain rights so that she can make her book more affordable.

- **Your publisher released works that compete with your own.** Has your publisher released books that are so similar to your own book that they encroach upon your book's sales? Authors whose publishers are not making their books a top priority can highlight their publishers' release of competitive works in their reversion requests.
- **Cite to precedent.** Did your publisher revert the rights in another book (either yours or another author's) under similar circumstances? Authors should chat with friends and colleagues to find out if any have rights reversion experiences that the author can cite to. In her letter, an author can remind the publisher that it has reverted rights to other authors under similar circumstances and should do so again.

**§ E: Request written confirmation of reversion and outline next steps.** Request that your publisher send written confirmation that your rights have reverted to you. Provide the address or email address at which you would like your publisher to reach you. Consider including a request that the publisher respond by a certain date, but be sure to give the publisher enough time to process your initial request.

## Happy Drafting!

By providing information about writing reversion letters, this tool helps you take the first step towards regaining rights in your book so that you can make your book available in the ways you want. As you write your letter, remember to remain reasonable and professional, but don't worry about using legal terminology. The success of your request depends on your clear articulation of your case for reversion, not on your use of technical language.

Regardless of whether you have a right of reversion, you may need to stay persistent after you send your initial reversion request. Even authors with a right of reversion may need to follow up with their publishers to secure written confirmation that rights have indeed reverted to them.

Authors without a right of reversion may need to engage in a more robust dialogue with their publishers. For example, publishers may refuse an initial request for reversion, requiring follow-up efforts to negotiate an alternative compromise. It may be useful to think in advance about different compromises that will still help you achieve your goals for your book. For more tips and strategies on negotiating with your publisher, see [Understanding Rights Reversion](#), Sec. VI.

As these materials demonstrate, requesting reversion need not be a time-consuming or combative process. Using the insider information and strategies described here, authors have everything they need to get started. If your book is languishing on a publisher's backlist or is not as available as you would like it to be, you can request that your publisher revert rights to you so you can control your book's fate. Reaching out to your publisher to request reversion of rights can be the first step to keeping your book available for generations to come—good luck!