Understanding and Negotiating  
Book Publication Contracts

Hands-On Exercise: Scenario #1

# Devastating Dynasties & Dishonest Democracies

Professor Darius Davis is confident that his publisher’s marketing and distribution prowess will help his new book, *Devastating Dynasties & Dishonest Democracies*,reach a wide audience. That said, Darius wants to make sure that the book remains widely available after its commercial life is over.

Identify some ways that Darius may be able to ensure that his publication contract supports these goals. After you have brainstormed some options for Darius, compare your suggestions with the negotiation options provided on the next page.

# Negotiation Options

Darius wants to find ways to ensure the long-term availability of *Devastating Dynasties & Dishonest Democracies*, particularly when its commercial life is over. There’s no one right answer, and you may have come up with other options for Darius, but here are some options he can consider when negotiating his publication contract:

* Darius may want to explore the option of licensing his rights to his publisher on a non-exclusive basis. This would allow Darius to work with the publisher to publish and distribute copies of *DD&DD* through the publisher’s normal channels (for example, by selling printed copies), but also to make the book available free of charge online under a Creative Commons license. Making the book openly available online would help Darius ensure the book is widely available, even after commercial interest in the printed version dwindles.

* Darius might instead negotiate for a limited-term grant, giving the publisher exclusive rights to print and sell copies of *DD&DD* for a specific number of years. Darius could ask his publisher to share its expectations for the commercial life of the book and ask for the grant to be limited to that timeframe. If Darius limits the grant of rights to a term of years, he could make the book openly available online after the grant expires, helping to ensure its long-term availability.
* Darius may want to negotiate for a rights reversion clause with a triggering condition that is based on either the number of copies sold or the revenue earned per accounting period. Under these terms, if the amount of revenue earned or the number of copies sold falls below a certain threshold, Darius would be eligible to revert his rights to *DD&DD*. With rights back in hand, Darius could make *DD&DD* available again, potentially as an openly accessible book. If Darius pursues this option, Darius should make sure that his accounting clause specifies that accounting statements will be provided on a regular basis, regardless of the amount owed, so he can monitor sales and/or revenue to know whether his triggering condition has been met.

[[1]](#footnote-1).

1. . **Authors Alliance is grateful to Arcadia—a charitable fund of Lisbet Rausing**

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