Understanding Rights Reversion

Hands-On Exercise: Scenario #3

# Part 1

Professor Parin Prophecy, a scholar in the field of comparative mythology, published his tome *Incorrigible Immortals*, *Narcissistic Nymphs, and Whiny Warriors* with Prometheus Press in 1985. The book initially sold well, but, as fate would have it, interest in *IINNWW* waned over time and it has been out of print since the early 2000’s. Professor Prophecy does not want the book to disappear, so he is on a quest to regain rights in order to make the book freely available online.



**Publishing Agreement**

between Prometheus Press (“Publisher”) and Parin Prophecy (“Author”) for *Incorrigible Immortals*, *Narcissistic Nymphs, and Whiny Warriors* (the “Work”)

**Grant of Rights:** Author herebygrants Publisher worldwide, exclusive rights to the Workin all formats now known or later invented, for the life of copyright.

Does Professor Prophecy need to revert rights or come to another agreement with his publisher to make his book freely available to download online? Why or why not?

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# Part 2

Professor Prophecy reviews his contract and sees he gave Prometheus Press all of the exclusive rights to *Incorrigible Immortals*, *Narcissistic Nymphs, and Whiny Warriors* for the life of copyright in all formats, including through technologies “now known and later invented,” which he determines likely includes digital formats, even if these formats did not exist at the time he signed his contract. This means he will need to revert rights or otherwise get permission from Prometheus before he can make *IINNWW* openly available online. Professor Prophecy reviews his contract carefully and finds it does not include a reversion clause.

How can Professor Prophecy make a case for reversion in the absence of a reversion clause?

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# Part 3

Professor Prophecy makes a case for reversion by pointing to the fact that *IINNWW* has been out of print for nearly two decades, meaning that the Prometheus Press is not utilizing the rights that Professor Prophecy granted and is no longer earning any revenue from the title. Despite his compelling arguments, Prometheus declines to revert rights.



*Dear Professor Prophecy,*

*Thank you for your letter requesting your rights back. As an academic press, we consider it part of our mission to make sure important works like IINNWW remain available to readers, even after their commercial life is over. This is why I’m excited to share that Prometheus Press has a new initiative to digitize the titles on our backlist and make them openly available online. For this reason, we are unable to revert rights to IINNWW.*

Are there any other options Professor Prophecy can explore with Prometheus Press?

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# Conclusion

Professor Prophecy knows that his odyssey is not over when Prometheus denies his request to revert rights to *Incorrigible Immortals*, *Narcissistic Nymphs, and Whiny Warriors*. There’s no one right answer, and you may have come up with other options for Professor Prophecy, but here are some options he might consider:

* + - Because Prometheus Press is in the process making its backlist openly available, Professor Prophecy is delighted that his goal of making his book openly available is within reach, even without reverting rights. In fact, he breathes a sigh of relief knowing that *IINNWW* will soon be released under an open access license without him needing to track down and make available a digitized version—he thinks this is an even better option for him than reverting rights. Because of his active interest in making his book available in this way, his next step might be to reach out to Prometheus Press to ask whether it would move *IINNWW* to the top of the pile for digitization.
		- Professor Prophecy checks several online collections that were created as a part of mass digitization efforts, including the HathiTrust Digital Library and Google Books. He discovers that his books were scanned as a part of these projects, but are currently not available to read in full. Given its plans to soon release an openly licensed version, Professor Prophecy may opt to ask Prometheus Press whether it will grant permission for these sites to “unlock” the full-text version of *IINNWW* so that it is available to readers right away.
		- Professor Prophecy is thrilled that Prometheus has plans to make *IINNWW* openly available soon, and hopes it will move it to the top of the pile for digitization. Since he’s eager for the work to be available as soon as possible, he might also consider asking Prometheus to give him a non-exclusive license to put a copy online while he’s waiting for the press to implement its digitization plans.
1. [[1]](#footnote-1).
1. . **Authors Alliance is grateful to Arcadia—a charitable fund of Lisbet Rausing**

**and Peter Baldwin—for a grant that supported the creation of these materials.** [↑](#footnote-ref-1)