

# Negotiating Your Contract

## Author Owns the Copyright

As the author of an original work, you own the copyright in that work as soon as it is fixed in a tangible form, such as being printed or saved electronically. As the copyright owner, you have the exclusive right to copy and distribute your work.

## Copyright Transfer to the Publisher

When you publish a book or journal article, your publisher likely will require you to sign a publication agreement that transfers the copyright in your work to the publisher. Without obtaining this right from you, the publisher would not be able to distribute your work electronically or in print. However, if you assign the full copyright in your work to a publisher, you no longer have any control over how and where your work is published, and you have no right to copy, distribute, or reuse your own work beyond what is permitted under the fair use doctrine.

## Protect Your Rights

- ***Before you sign the publication agreement, read it carefully!*** Understand your options, and know what rights you are transferring to the publisher and what rights you are retaining.
- ***Some publishers are open to negotiations*** that might allow you to retain specific rights to use your work in the future.
- ***Rights you might negotiate for when publishing an article include:*** distributing it to your students; uploading the published final version to your personal website or an institutional repository; republishing the work in a later work of your own; and granting permission to others to use your work.
- ***Rights you might negotiate for when publishing a book include:*** ensuring that rights revert to you if the book goes out of print; eliminating clauses limiting subject areas or publishers for your future works (noncompetes); requiring that the copyright be registered in your name and not the publisher's; and limiting the copyright transfer to specific geographical territories and/or languages.
- ***Save your publication agreement*** so if questions arise in the future, you will have written documentation of your agreement with the publisher.

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## Types of Publication Contracts

### Traditional – Author Transfers Full Copyright

This is the least author-friendly model since you transfer your full copyright to the publisher and retain no rights to your work. If you see this language in your publication agreement, you may request changes to the copyright transfer section and see how the publisher responds. Many prestigious publishers still use this model, and if you want to publish with certain publishers, you may have to transfer most or all rights to your work. You will always have fair use rights to your work as well as the option of requesting permission from your publisher for a specific use.

#### Sample language – complete copyright transfer

*The author hereby transfers, assigns, or otherwise conveys all copyright ownership, including any and all rights incidental thereto, exclusively to the Publisher.*

### Shared Rights - Author Transfers Copyright but Retains Certain Rights

This model is more author-friendly than the traditional model since you retain rights to use your work in specific situations. Some publishers allow authors to retain certain rights in their standard contracts. If this is the case, you will want to read the provision carefully to determine exactly what rights you are retaining (e.g. can you upload the published final version of your article to your personal website?). If the rights retained are too restrictive, you might be able negotiate directly with a publisher to amend the agreement. [SPARC](#), the Scholarly Publishing and Academic Resources Coalition, has created a [model addendum](#) that modifies the publisher's agreement to allow you to retain important rights to your article.

#### Sample provision that may be offered by a publisher

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## Shared Rights - Author Retains Copyright and Grants a License to the Publisher

Another way to share rights is for you, the author, to retain the copyright in your work and grant to the publisher a non-exclusive license to publish the article. These agreements are not as common as the first two types, but are a more author-friendly option if available.

### Sample language – granting the publisher the right of first publication and non-exclusive rights

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