

Ten Principles for Fair Contracts for Authors (Writers, Visual Artists and Translators)

	Principle	Fair Contract Terms – what we want	Unfair Contract Terms – what we don't want
1	Contracts should not be forever	Defined time limits and clear termination triggers. This is especially important for eBooks	Unlimited time periods or automatic renewals. 'Out of print' is no longer relevant in the digital age
2	Authors should share in the success of their creation	Guaranteed advance paid in full before publication and fair royalty rates to be paid in regular instalments	Buy out or lump sum (flat fee) contracts that do not recognise success, or expectation of unpaid work
3	Authors' copyright should be respected	Clear contract terms detailing the rights being granted and specifying their intended use. Copyright in the author's name and the author to be credited within or in direct contact with images	Assignment of copyright or other IP licences wider than necessary for all contemplated uses of the work
4	The person being granted any right must use it or lose it	The author can reclaim their rights (rights reversion) on demand when they aren't exploited after a defined period, or sales reach defined minimal levels. This should be written into the contract	The "lock in effect": whereby third parties (such as publisher or producer) retain rights they're not exploiting, or refuse to revert rights when sales are minimal
5	Authors' work should reach its broadest possible audience	Commitment from the publisher/producer to exploit the author's work so it is as widely available and accessible as reasonably possible and to recognise and reward authors for all forms of access. Agreement to preserve metadata in visual data files	Failure to exploit work. Limitation of potential distribution channels due to, for example, not meeting accessibility standards or the traceability of the work to the author being lost through loss of metadata
6	Contractual commitment to payment and regular payment reports for all uses of authors' works	Regular, detailed and transparent royalty statements with an audit clause allowing unlimited lookback in the contract. Regular payment dates with interest paid on late payments	Non-existent, infrequent or non-transparent reporting, or irregular payment to authors
7	Authorship and the integrity of the work should be respected	Moral rights to be protected by statute, unwaivable and respected including attribution of all creative contributors to the work. Author to be consulted when the work may be amended, translated, adapted or its integrity otherwise potentially affected. The author to be credited prominently on the work and in all publicity and metadata. Illustrator's credits to be in direct contact with images	Moral rights waivers, unlimited rights for the publisher or producer to produce derivative or otherwise adapted copies. Statutory moral rights being overridden by contractual rights
8	Authors' future availability and choice in the marketplace should be safeguarded	Limited competition and option clauses should be avoided. If they are absolutely necessary to protect the publisher's investment they should be narrowly and clearly defined	Excessive non-compete clauses and options binding authors to the publisher or producer
9	Clear contracts with defined terms for all parties	Clearly defined contract terms and responsibilities with an agreed definition of what is 'reasonable' and 'not to be unreasonably withheld'	Vague and imbalanced allocation of decisions and responsibilities
10	A fair balance between risk and profit	Clearly defined and limited indemnity clauses, with a fair balance of risk. Publishers to include authors on any applicable liability insurance	Authors being liable for matters in publishers' control or matters of which publisher has been notified. Authors being liable for unproven claims