

	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. 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 payment in full before publication and fair royalty rates to be paid in regular instalments including and especially for eBooks	Buy out or lump sum (flat fee) contracts or expectation of unpaid work
3	Authors' copyright should be respected	Detailed scope and time period detailing the intended use of the rights being given away. Copyright in the author's name and the author to be credited within or in direct contact with images	Author asked to assign all IP rights, including copyright, for uses known and unknown
4	Party being granted the right must use it or lose it	The author gets their rights back (rights reversion) on demand when they are not used after a defined period, or when sales reach minimal levels. This should be written into the contract	The 'lock in effect': third parties (such as publisher or producer) retain rights they are not using, or refuse to revert rights when sales are minimal
5	Ensure authors' work can reach its broadest possible audience, and authors are recognised and rewarded for all forms of access	Contractual assurance from publisher/producer to commit to making the author's work as widely available and accessible as possible and to preserve metadata in visual data files	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 regular reporting and payment for all uses of authors' work	Detailed, transparent and regular royalty statements with an audit clause with unlimited lookback in the contract	Non-existent, non-transparent or infrequent reporting or irregular payment
7	Safeguard respect for authorship and the integrity of the work	Moral rights to be 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	Moral rights waivers, unlimited rights for the publisher or producer to produce derivative or otherwise adapted copies. Statutory moral rights to be replaced with contractual rights
8	Safeguard authors' future availability and choice in the marketplace	Defined and limited competition and option clauses: avoid such clauses altogether when possible	Excessive non-compete clauses and options binding authors to the publisher or producer
9	Clearly defined contract terms and responsibilities with an agreed definition of what is 'reasonable' and 'not to be unreasonably withheld'	Clear contracts and defined terms for all parties	Vague and imbalanced allocation of decisions and responsibilities
10	A balance between risk and profit	Clearly define and limit indemnity clauses including fair payment to author for risks, and publisher to add author to any applicable liability insurance	Author being liable for matters in publishers' control or matters of which publisher has been notified