Understanding Publishing Contracts

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A bit about me…

Glass Literary Management

AUTHORS NEWS TEAM SUBSIDIARY RIGHTS SUBMISSIONS CWP

Jennifer Chen Tran

Literary Agent

Jennifer Chen Tran is a literary agent at Glass Literary Management. With over a dozen years of experience in the publishing industry, Jennifer is passionate about nurturing and championing the creative lives of the authors and artists she is honored to represent. She works with a wide range of award-winning talent, including entrepreneurs, journalists, physicians, thought leaders, James Beard nominated chefs, and graphic novelists, among others. Jennifer is an editorial agent who believes in the art and magic of collaboration. She works with her authors from concept to publication, helping to polish each creator's work so that it can best shine in a competitive marketplace.

Prior to joining Glass Literary Management, Jennifer was a literary agent at Folio Literary Management and Idea Architects and served as Of Counsel at The New Press. She obtained her Juris Doctor from Northeastern School of Law and a Bachelors in English Literature from Washington University in St. Louis. She is an attorney in good standing in California and New York, a member of the Authors Guild, and a member of the Association of American Literary Agents.

CONNECT WITH JENNIFER

- My favorite color is purple
- I am a licensed attorney in good standing in New York and California
- I grew up on Long Island, NY
- I now live outside Houston, TX
- Dogs are my favorite animal
- I won my school spelling bee 2 years in a row
- I have three (!) daughters and one husband (for now)

Overview of Today's Presentation

- Copyright: origin, definition, categories, ownership (individual vs. joint)
- Work for Hire
- Public Domain
- Fair Use
- Publishing Contracts
  - Agency-Author Representation Agreement
  - Permissions Forms
  - Publishing Contracts: Provisions to Pay Attention To
    - My publishing contract checklist

Origin of copyright

Originates in Article 1, Section 8 of the US Constitution: “Congress shall have the Power…to promote the progress of science and the useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries.”

- Tension between innovation and protection of one’s creative expression

Definition of copyright

- Copyright is a type of intellectual property that protects **original works of authorship** as soon as an author **fixes** the work in a **tangible form of expression**

Concept of copyright

Can it be ‘copyrighted’?

- Does it qualify as a “Original works of authorship fixed in a tangible medium of expression” – Section 101 of the US Copyright Act
- Note: Your work does *NOT* need to be published, however, to be protected by copyright

Originality

The work is independently creative and it has a modicum of creativity (i.e., a basic amount of creativity – no direct copying)

Fixation

The creative idea must be locked in a permanent state (e.g., saving a manuscript on Microsoft Word, recording a song on a CD)

Expression

"Expression" of the idea (e.g., a movie about a superhero who fights crime in New York City can't be copyrighted, but the expression of that idea, "Batman," can be copyrighted).

- You *cannot* copyright an idea

What does copyright protect? The “exclusive bundle of rights”

- Under Section 106 of the Copyright Act, you have a bundle of **six rights**:
  - The right to **reproduce** and **make copies** of the original work
  - The right to prepare **derivative works**
  - The right to **distribute copies** to the public by sale or another form of transfer, such as rental or lending.
  - The right to **publicly perform** the work.
  - The right to **publicly display** the work.
  - The right to **perform sound recordings** publicly through digital audio transmission.

What does copyright law protect?

LITERARY WORKS
novels, nonfiction works, poems, articles, essays, etc.

MUSICAL WORKS
musical notation and accompanying words

DRAMATIC WORKS
plays, operas, scripts, screenplays, etc.

PANTOMINES & CHOREOGRAPHIC WORKS

not copyrighted unless videotapes or notated—same for speeches

PICTORIAL, GRAPHIC, & SCULPTURAL WORKS

sketches, cartoons, drawings, paintings, photos, slides, charts, maps, etc.

MOTION PICTURES AND OTHER A/V WORKS

movies, videos, film strips, etc.

SOUND RECORDINGS
recorded music, sound effects, voice, etc.

COMPILATIONS

What does copyright law NOT protect?

- Ideas, Methods, Systems – e.g., formulas, algorithms, business operations
- Facts
- Titles
- Names
- Short Phrases
- Slogans
- Works in the public domain
- Government works

How to obtain a copyright?

Register your copyright with the US Copyright Office

Why? You can’t file a lawsuit and be eligible for damages without it, i.e. if you don’t file before the infringement occurs you cannot recover statutory damages

Usually Publisher will/ should register the copyright within 90 days of initial publication of the Work

Duration of copyright

- Works created after January 1, 1978: copyright protection lasts for the **life of the author plus an additional 70 years**
- Anonymous, pseudonymous, or a work made for hire: the copyright endures for a **term of 95 years from the year of its first publication** or a term of **120 years from the year of its creation**, whichever expires first
- Works first published prior to 1978: the term will vary

Copyright Infringement (working definition)

- Copyright infringement occurs when a copyrighted work is reproduced, distributed, performed, publicly displayed, or made into a derivative work **without the permission** of the copyright owner.
- Layman's Terms: You can only violate someone else's copyright **if you engage in one of the actions above** (reproduction, distribution, performance, public display, or making it into a derivative work).
- This is why copyright is often referred to as a "negative right"- it is the right of the author to **restrain others** from copying his/ her/ their original works
- What constitutes infringement? Test is **substantial similarity** but varies depending on Circuit Court (2nd Circuit employs two-part test (access and substantial similarity), 9th Circuit uses "extrinsic" and "intrinsic" tests (must prove both).

Extrinsic Test:

An objective comparison of the protectable elements of the two works. This test is a question of law for the court, and expert testimony can help distinguish between protectable and unprotectable elements.

Intrinsic Test:

A subjective comparison of the two works, considering similarity of expression from the standpoint of the ordinary reasonable observer. This test focuses on whether the ordinary, reasonable audience would find the works substantially similar in the total concept and feel of the works

Who owns the copyright?

Answer: Human author: The term "authorship" implies that, for a work to be copyrightable, **it must owe its origin to a human being**. Materials produced solely by nature, by plants, or by animals are not copyrightable.

Hypothetical: You and your husband, Tom Cruise, write a romantic comedy together. Tom is not a very good writer, but he *tries* and really likes to write the steamy romance scenes. He's contributed maybe only 10,000 words to the 80,000 word novel. Who owns the copyright?

Works of joint authorship

- Congratulations, you and Tom are **both authors** of your rom com!
- Definition of **joint work**: A joint work is a work **prepared by two or more individuals**, with the intention that their separate contributions be merged into a single work.
- A joint author can also be an organization or a corporation under the definition of "**work for hire**." (source: https://copyright.universityofcalifornia.edu/ownership/joint-works.html)
- Copyright should be **registered in both** of your names.

What is public domain?

- A work of authorship is in the “public domain” if it is **not protected under intellectual property law** (copyright, trademark, patent) or if it **failed to meet requirements for protection** in the first place. Works in the public domain **may be used freely without permission** of former copyright owner.
- Who owns work in the “public domain?”: **the public**, not individual author or artist
- BUT collections of public domain works *may* be protected by copyright (even if individual work is in public domain)
- **As of 1/1/25, Works from 1929 are open to all, as are sound recordings from 1924**

4 common ways that works arrive in the public domain:

- copyright has expired
- copyright owner failed to follow copyright renewal rules
- copyright owner deliberately places it in the public domain, known as “dedication,” or
- copyright law does not protect this type of work.

Work for hire

From U.S. Copyright Office Circular 09: "If a work is made for hire, an employer is considered the author even if an employee actually created the work. The employer can be a firm, an organization, or an individual."

Owner of copyright in work-for-hire scenarios: "If a work is made for hire, the employer or other person for whom the work was prepared is the initial owner of the copyright unless both parties involved have signed a written agreement to the contrary."

Work for hire, continued

- Section 101 of the Copyright Act (title 17 of the U.S. Code) defines a “work made for hire” in two parts: (a) a work prepared by an employee within the scope of his or her employment **OR**
- (b) a work specially ordered or commissioned for use 1 as a contribution to a collective work, 2 as a part of a motion picture or other audiovisual work, 3 as a translation, 4 as a supplementary work, 5 as a compilation, 6 as an instructional text, 7 as a test, 8 as answer material for a test, or 9 as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

How do I use copyrighted material?

1. Ask for permission (best practice)

2. Rely on fair use (more likely to use this option if permission is prohibitively expensive, you can’t find the copyright owner, etc.).

What is fair use?

Fair use is a concept under Section 107 of the Copyright Act that permits **limited use** of copyrighted material **without having to obtain permission** from the copyright owner.

Should you do this?

Fair use: Four factors

1. The **purpose and character** of the use.

2. The **nature** of the copyrighted work.

3. The **amount** or **substantiality** of the portion used.

4. The **effect** of the use on the potential market for or value of the work.

Factor 1: purpose and character of the use

- This factor concerns itself with **why** you are using the copyrighted work?
- Some **purposes are generally favored** (criticism, comment, news reporting, teaching, scholarship, research).
- Other purposes are **generally not favored** (commercial uses).

Factor 2: What is the nature of the copyrighted work?

- This factor asks whether your work is **factual** or **creative**
- Courts tend to give **greater protection to creative** works and unpublished works

Factor 2 continued: Nature of Use, is it transformative?

Transformative Use = you've *transformed* the work into **something new** (e.g., meaning, utility)

- This is a really important factor of the analysis that Courts really get into!

Factor 3: What is the amount or substantiality of the portion used?

- Less is better
- There is **no bright-line rule** that using a certain amount of material is legal. It all depends on the context.

#4: The effect of the use on the potential market for or value of the work

If you could have realistically purchased or licensed the copyrighted work, the fact weighs against a finding of fair use.

How do you know? Perform an investigation (is the work available for purchase or license)

Look to the effect of your use (tied to purpose – research vs. commercial)

Publishing Contracts

- Two types we will discuss today
  - 1) Agency-Author Representation Agreement
  - 2) Publishing Contract

Author-Agency Representation Agreement

- According to the Association of American Literary Agents (AALA): Every author should have a **clear written contract for representation**
  - AALA: "**Representation must always be formalized through a written agreement** that outlines commission rates, responsibilities, and termination clauses. This protects both the author and the agent by setting professional expectations from the start."
- Provisions to consider
  - **Length of Representation Agreement**. From one year to longer
    - What happens to the rights under your Work once the agreement is terminated?
  - **Termination Provision**
    - Written notice?
    - Advance notice and if so, how many days?
    - Sometimes agencies will waive notice period, but you have to ask

Author-Agency Representation Agreement Cont'd

- **Commission considerations**
  - Should be **15% domestic**
  - **20% foreign rights**
    - Split 10%/10% between your agency and foreign agent
    - Question: does your agency shop foreign rights (if retained from publisher?)
  - 15% to 25% for film/ TV
- **Expenses**
  - What is considered **customary?** Foreign postage example versus unlimited xerox copies?
  - Most expenses minimal, everything done via email

What about publishing contracts?

Specialized area of law—biggest mistake: having your neighborhood attorney review the publishing contract

Grant of Rights (exclusive rights you give to the publisher to publish the book)

Reserved Rights: What rights you ‘keep’ as an author

Copyright: always in name of author, Publisher to register ©

Royalties: net vs. list, industry standard + escalators

Delivery & Acceptance—what constitutes acceptance from publisher?

Jen's Publishing "Checklist"

Note: portions of this checklist have been adapted from the AALA Publishing Checklist

- **Description of the Work**
  - Specify total word count
  - Briefly describe the work, is it fiction, non-fiction subject matter?
  - Are there any supplemental or additional materials (e.g. for a cookbook, photographs)
- *** Grant of Rights*--arguably most important section**
  - Scope: Territory, language, formats
  - Make sure the grant language is appropriate (license versus assignment, exclusive v. non-exclusive)
  - Make sure grant does not conflict with author's **reserved rights**
  - **AI Considerations: Does the language in the publishing contract** unintentionally imply a grant of AI training rights that the author wants to avoid or prevent?

- **Reserved Rights
  - Is there language that confirms that all rights not specifically granted in the Agreement are specifically reserved to the Author?
  - Consider whether necessary to confirm that the Author may use all or a portion of the text in the exploitation of rights reserved to the Author
  - Consider specifying whether the exploitation of any such reserved rights shall be considered a competing work
  - Be aware of limitations on publication of the work in the open market in certain editions (for example, a US publisher will often try to limit the distribution of a paperback edition in the open market by another English language publisher until the US publisher has published a paperback edition)

AI Considerations

- EVP, global policy at the Association of American Publishers Lui Simpson said that it's necessary for copyright holders to license their content because it puts them in control (during Frankfurt book fair, at a panel called "Let Licensing Bloom: The Root of Responsible AI" hosted by the Copyright Clearance Center;
  - "Do not be afraid of the technology," she said. "[It's] not just about compensation. It is very much about control. Re-exert your control over the work, determine how it should be used, establish the guardrails you want. In some cases, it's also just saying, yes, you can use it to train, [but] none of my work should be used to generate outputs that are competitive with the very works I publish."
  - Know your boundaries, what you are willing to use your work for and what you aren't willing to do re: AI
- There is a lot of litigation going on in this area (Anthropic) so it's a changing area of law

More AI Considerations

- Association of American Publishers (AAP) stance regarding AI policies
- AAP, Fairly Trained, the Copyright Alliance, The Authors Guild and other organizations around the world are asking for author signatories in support of the following statement on AI training:
  - **The unlicensed use of creative works for training generative AI is a major, unjust threat to the livelihoods of the people behind those works, and must not be permitted.**
- The AAP has already gained over 2,600 pre-public signatories, including include Björn Ulvaeus, Julianne Moore, Kevin Bacon, F. Murray Abraham, Sir Kazuo Ishiguro, William Boyd CBE, Sir John Rutter, Julianne Harris, Tracy Chevalier, Sir Ian Rankin, Kate Mosse CBE, Majorie Blackman CBE, Val McDermid, Rosario Dawson, Antonia Fraser, Billy Bragg, and many more.

Jen's Publishing "Checklist" Cont'd

- **Payment Schedule for Advance** (often referred to as advance against royalties)
  - What is the timeframe of payments and how is the advance broken up? Common:
    - On-signing of publishing contract
    - On delivery and acceptance (D & A) of complete manuscript
    - On publication
      - I have been able to negotiate payment in halves!
      - Around the time of COVID or for large advance, sometimes paid in fourths, last payment due after publication (begs question: is this really an advance?), sometimes 12-18 months post-pub!
  - Paperback publication payments?
  - **Bonus** and if so, how earned?
    - Are electronic, paperback, and subsidiary rights counted towards the bonus payment?
    - Wins certain awards gets x bonus

Jen's Publishing "Checklist" Cont'd

Royalties: different formats, different percentages

- **Is there an escalator clause? Escalator means % royalty increases after x,xxx sales of the book**
- **Hardcover, trade paperback, mass market paperback**
  - **Hardcover typically starts at 10% of list, escalates to 12.5% of list, then possibly 15% of list (but some publishers may have royalties off "net" which means after publisher's costs are deducted)**
- **Small printings**
  - Are there restrictions on small printings, such as when they can occur and/or their frequency?
- **Special editions, large print, omnibus, anthology**
- **Export sales**
  - If world English or World All rights sold, and the publisher's UK division is publishing UK edition should an export royalty rate or a full UK royalty be appropriate?
- **High discount**
  - Consider limiting to sales outside of normal wholesale and retail book trade channels
- **Special sales**
  - **These are bulk sales to certain organizations, is there a bulk sale discount? Who pays for shipping?**

Jen's Publishing "Checklist" Cont'd

- **Delivery and Acceptance of Work**
  - "Deadline" or Date of Delivery
    - Firm or "time is of the essence" language
    - Cure period?
  - **Permissions**
    - Permissions requirements before delivery and acceptance.
    - Permissions handled on a territory basis? Limit as needed.
- **Deemed Unacceptable by Publisher**
  - Revision options and timeframe (what I call the "cure" period), 30 days, 60 days?
  - Do you have the same amount (or more) time to revise versus the amount of time publisher has to accept or give editorial notes?
    - Can deadline by extended by mutual agreement? Feedback required and how delivered? Written feedback?
  - When to reply for revised materials ("revision deadline")
  - Termination conditions
  - Progress Materials
    - Can contract be terminated if progress materials are deemed unacceptable?

Permissions Agreements

- Because an author's work is protected by copyright (recall: exclusive rights) you need permission to re-publish it
- This is referred to as obtaining permissions, sometimes colloquially called "releases" (not to be confused with a media release)
- If you are verbatim quoting something, you have to weigh if it's fair use or not, best practice: to ask for permission
  - Highly original: poems, lyrics (don't quote without permission!)
- Where to go to obtain
  - Original publisher (look at copyright page)
- Negotiate for Publisher to clear and/or pay for permissions. Otherwise, author obtains and pays for permissions in granted territories.

Jen's Publishing "Checklist" Cont'd

- **Failure to deliver & termination conditions**
  - What conditions terminate failure to deliver? What triggers termination?
- **First proceeds: only triggered if contract terminated due to fault of author**
  - Money should flow-through when resold to new Publisher, from the proceeds of sales from new publisher (this is called first proceed)
  - Timing of the repayment and amount of the advance
- **Index preparation**
  - If Publisher provides the index, consider a cap
  - Index charged against royalties or billed to author?
- **Legal vetting**
  - Is vetting required? By whom? Expert? Editor vs. lawyer?
  - Who pays for it? Should be publisher.

Jen's Publishing "Checklist" Cont'd

- Is Publisher obligated to show Author the final, copy-edited manuscript, galleys, and front matter?
- Author should not be held responsible for costs of any revisions of galleys as a result of printer's or Publisher's errors.
- Will the Publisher provide Author with an electronic copy of the final text of the Work without cost?
- **Publisher's Obligation to Publish**
- **Is there a commitment for Publisher to publish a print edition?**
  - **Format and style of publication**
    - Consider also format—initial publication in hard cover?
    - Is there a commitment to both hardcover and paperback publication?
  - Examine commitment to publish a print edition before or simultaneously with any electronic edition.
  - Consultation or approval (hard to get) of title, series title, cover design, image, and cover copy, flap copy, catalog copy, front and back copy, interior design, press release.
    - For illustrated works, consider consultation/approval of illustrator and interior art.

Jen's Publishing "Checklist" Cont'd

Marketing & Publicity Concerns

- **Limitations on number of words of text which may be granted to outside parties in relation to promotion to the Work?**
  - Usually a set % or total word limit
- **What are Author's obligations and costs, if any, in relation to promotion of the Work?**
  - **Consider pre-existing personal or professional obligations when scheduling promotional activities**
- **Promotional Materials / Promotion by Author**
- **Ask for Author approval over name or pseudonym, photograph and biography used by the Publisher**
  - **Can Author use text and/or any illustrations from book, link to Author website, and use of cover art/jacket for promotional purposes?**
- **What is a reasonable requirement for social media related obligations given your platform, genre/topic, familiarity with and presence on social media?**
  - **Certain publishers will require you to post a certain amount of times within x months of publication**

Jen's Publishing "Checklist" Cont'd

- **Free Copies: usually 10 to 20ish copies free to author, consider also gratis agent copies and if you get copies of other licensed editions**
- **There should be a deep discount/special sales for Author purchases. Pay attention to language for resale versus personal use.**
- **Failure to publish**
  - What happens if Publisher fails to publish any or all editions?→ Should trigger rights reversion, all rights revert to author
  - What about future advance payments if publisher fails to publish?

Jen's Publishing "Checklist" Cont'd

- Copyright
  - Make sure title of book is specified in the contract
  - Make sure there is language obligating publisher to register in name of copyright claimant (typically Author) within 90 days of publication for full legal benefits under copyright law. Publisher should handle registration and pay for such costs, with cooperation from Author re: paperwork
  - Ensure that there is language re: copyright notice printed in all copies published by Publisher and licensees
  - If "derivative works" are mentioned, who owns the copyright in such work? Derivative works should be clearly defined. Consider Author approval for such derivative work or elements of derivative work (sound, enhancement, etc.)

- **Audio**
  - Distinguish between hard copy sales (typically less) and downloadable audio sales and establish royalties for each.
  - Consider renegotiation language to downloadable audio royalty rate
  - Consider Author consult/approval over choice of narrator.
  - Consider whether there is a need to specifically address audio editions that could be created using AI-voiced narration
  - Consider whether these rights should revert if they have not been exploited within amount of time
- **Electronic Rights**
  - Electronic book (no enhancements or additional media elements)
    - Consider whether royalty renegotiation language is possible (i.e. if Publisher raises royalty % for e-book, you should get best royalty rate)
    - Subscription models
      - Are rental/subscription royalties specified and how calculated?

- Subsidiary Rights
  - Note all subsidiary rights should have some kind of royalty or revenue percentage defined in the contract. Most subsidiary rights are split 50/50 but some should be author favorable like first serial and second serial rights
  - Some subrights: book club, condensations and abridgements, special editions, translations (foreign), U.K. translation rights
- Consider requesting reversion for certain unsold rights after a certain period of time
- Consider requesting copies of all agreements and royalty statements with licensees
- Is there a flow-through clause (early payment of subsidiary rights income) once advance has earned out?

- **Performance/Dramatic rights**
  - Publishers infrequently insist upon retaining these potentially valuable rights—don't give it to them! You're better off trying to sell these rights with the help of your literary agent and their film/ TV co-agents
- **Public Reading Rights**
- **Transformative Rights**
  - Stay aware of developments in the industry, as well as in ongoing court cases, about generative AI and the right to license published works for AI training.
  - See Anthropic case

- **Accounting**
- **Statements**
  - When are royalty statements sent to the author. Annually? Bi-annually?
  - Are such statements sent even if no payment is due?
  - Does Publisher break down sales in different formats (i.e. e-book?)
  - Note time limitations to dispute an accounting (often 1-3 years after being issued)
- **Audit**
  - Note time limitations (one audit per calendar year?)
  - Who pays audit fee, what is the error threshold (typically a percentage), and when payments are due?
  - Who can conduct the audit, how frequently, and are there restrictions on when and how books are inspected?
- **Reserve for returns**
  - Is there a time limit to release the reserve for returns—try to limit this to two consecutive accounting periods.
  - Specify percentage of returns.
  - Are reserves clearly itemized on the royalty statements?

- **Joint accounting versus separate accounting**
  - Be aware of language like “or any other contract” regarding accounting and royalties
- **Competitive Works**
  - **Is the definition of competitive works limited to certain genres, book length, markets/audience, or age groups?**
  - **Are derivative works, such as graphic novels, considered competitive works?**
- **Warranties & Indemnities**
- **Author**
  - If there is an illustrator, Author should have to provide warranties related only to the text
- **Publisher**
  - Liability insurance
    - Will the Author be added to the Publisher’s insurance as a named insured?
    - What are the Author and Publisher’s responsibilities if there is a claim?

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  - Is Publisher responsible for warranties on any material provided only by the Publisher, such as covers, artwork, charts, etc. (for adaptations or for all formats)?
  - Be aware that publishers are adding language into W&I clauses relating to issues beyond the text of the Work under contract, including an Author's morality, reputation, criminal charges, appearances, blogs, and public statements—limit this as much as possible
- **Revised Editions**
  - **Consider seeking to delete or to limit to negotiating in good faith by both parties, with clear approval by Author or heirs over how it will be revised and the cost for such revision**

- **Option
  - How much material does the author have to submit? For non-fiction, typically a proposal is enough
  - Does the option begin on delivery of the manuscript for current Work or on publication (not ideal)
  - How long is Publisher's exclusivity?
  - Is there any further obligation if Author/Publisher do not quickly reach an agreement?
  - If option is granted, try to limit the scope of the option to a genre/subject matter/next book in series/next book with this coauthor/age group (for children's books)/etc.
  - Does the option survive if the contract is terminated because of Publisher's breach?

- Remainders
  - When is the earliest that the Publisher can remainder following publication?
  - Provide notice to Author before remaindering
- Free copies and copies offered to author at best available price
- Out-of-Print/Termination and reversion
  - Define out-of-print to full length U.S., English language, trade editions, and exclude print-on-demand
  - Are there sales thresholds if electronic and print-on-demand editions are included in an out of-print determination? Quantity vs. $ threshold, typically I prefer $ threshold over quantity, can be in the low hundreds or so
- Specify whether the Publisher can extend or renew licenses or options after out-of-print termination
- Other contract provisions (less concerning)
  - Governing Law/Jurisdiction
  - Assignment
    - Consider whether the Publisher is required to give written notice of Assignment
- Agency Clause
- Will the publisher allow your agency's preferred, legally vetted clause in lieu of the publisher's boilerplate agency clause? Some publishers may object to certain language, in particular sentences that ask them to make irrevocable the agent's right to commission.

- Full Agreement
- Survival clause: Which clauses appropriate to survive termination or reversion of rights?
- How and when do rights revert to the Author in the case of breach, non-payment, and non-receipt of statement?
- Define period to cure breach and payment. Consider getting payment of full advance or money due if Publisher breaches
- Bankruptcy
- Delays in Publication (force majeure)
  - Consider limiting the time that a force majeure event can delay pub, put a time window on it

Thank you!

- Contact information
  - For legal questions and follow-up feel free to email me at jenchentran@proton.me
  - For questions re: representation please feel free to follow me @jenchentran on Twitter/ X and Instagram and slide into my DM's!