



THE NEW ZEALAND
SOCIETY OF AUTHORS
(PEN NEW ZEALAND INC) TE PUNI KAITIHI O AOTEAROA

Things to think about when assigning your digital rights

With the development of digital publishing, more and more authors are being asked to sign over their digital rights. This is not as straightforward as it may seem so here are a few tips to consider when assigning your digital rights in your work:

- **Term** – in this changing environment it is not advisable to sign away your digital rights for the full term of copyright. We have no idea what the position will be like in 3 or 5 years time and your rights may be worth a lot more then. We therefore recommend that you agree to a limited term of 3 years when the situation can be renegotiated. Make sure you have the option to not renew then if you wish – you may want to issue your own digital version of your work in order to maximize your return. From our experience reputable publishers are agreeing to this limited term.
- **Out of print** – most print contracts will not address the ‘out of print’ definition requirement in a digital environment. We therefore recommend that this is revised in the digital assignment of your rights to read : the work shall be deemed to be out of print when less than 100 copies of the work have been sold in any format in two consecutive royalty statement periods. Make sure that all rights revert to you when the work is deemed out of print – this will give you the option to reissue the work yourself if you wish.
- **Royalties** – we think you should accept nothing less than 25% of net receipts. Many publishers will suggest less but when pushed will come up to this level. The issue of audio facilities on ebooks continues to be of concern as it impact on the author’s audio rights. A discussion should be had regarding the author’s compensation for the audio ebook version – I do not believe that a simple 25% on digital rights adequately addresses this when under subsidiary rights the author should receive between 50%-75% on audio rights.
- **Formats** – make sure the contract stipulates what formats the book will be made available in. It should be a commercially available format – generally an epub or kindle. This will ensure that the book isn’t available only in a pdf format which is not readable on a dedicated ereader.
- **Apps** – we recommend that the contract stipulates that all apps are to be negotiated separately. Apps will, I believe, become more common in the future. Apps change your work – they add to it, enhance it, link from it and to it – and has the potential to impact on your audio, video, animation rights. With the changes it can also impact on your moral rights. A discussion has to be had at some point to address the rights issue on apps and how an author can be compensated for the subsidiary uses of their work.
- **Timeframe** – we recommend that you ensure there is a timeframe for when the book must be made commercially available – this will cement the publishers commitment to issuing the ebook and ensures that you are not waiting years for the book to be converted and made available. You would be looking for a maximum of 12 months here.

The New Zealand Society of Authors (PEN NZ Inc.)
PO Box 7701, Wellesley Street, Auckland 1141
Ph (09) 379 4801 www.authors.org.nz