

SFWA Model Anthology Contract, Version 3.0

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The following is SFWA's model contract for short fiction, either original or reprint, published in an anthology. The Model Anthology Contract does not address works of nonfiction, or works of fiction published in a magazine, or longer works of fiction.

As part of its ongoing efforts to educate writers about publishing contracts, the Contracts Committee periodically writes new sample contracts and updates old sample contracts. Address comments or suggestions to the Chair, SFWA Contracts Committee at contracts@sfa.org

The latest Model Anthology Contract is based on the model contract prepared by the SFWA Contracts Committee in 1989 and published in the Winter 1989 SFWA Bulletin. That Committee included Dean Lambe (chair,) Bruce D. Arthurs, Michael Banks, Greg Bear, Richard Curtis, Jerry Pournelle, Mike Resnick, Susan Shwartz, and David A. Smith. The members of the Contracts Committee who worked on the 2016 revision of the contract were: Michael Capobianco, Jim Fiscus (chair,) Ginjer Buchanan, Jeff Hecht, Ken Liu, and Rosemary Smith. SFWA Director-at-Large Lawrence Schoen served as an ex-officio member of the Committee.

The model anthology contract was written by the SFWA® Contracts Committee with the assistance of SFWA's attorney. SFWA's model contracts are written as generic guides to help writers and others understand common publishing contracts and to help them negotiate better contracts. They are not intended to be and should not be used as boilerplate contracts by Anthologists, writers, or agents, and any such use is not approved by SFWA. Further, any such use should not be cited as being approved by SFWA. Use of this model contract by an anthology does not automatically make sales to that market eligible as credentials for SFWA membership. SFWA's model contracts have been written by writers for writers, and are for educational purposes only.

Legal Disclaimer: Neither the model contract nor the comments thereto are intended to be or should be understood to be legal advice. The issues presented in the model contract are not an exhaustive list of the issues that may arise, and other important issues may need to be addressed depending on the nature of the relationship of the parties, the jurisdiction that you are contracting in and other factors. You should consult a competent attorney familiar with the business of publishing as well as the law of the applicable jurisdiction for legal advice.

Licensing a work as opposed to sale of a work: Writers commonly say they have "sold" a story. In nearly all cases for genre fiction, they have only licensed the right to use the story in a strictly limited way. (A license for Non-Exclusive Anthology Rights, for example.) The actual sale of a work would involve the transfer of the copyright to a story, which would preclude the author from selling other rights or republishing the story without authorization by the Anthologist. This is uncommon in genre fiction and there is seldom justification for such a transfer.

[Brackets] show where information needs to be inserted, such as the title of the story, or where the language may vary, such as the language or languages for which a license has been granted and the geographical limits of the license.

Memorandum of Agreement

This Agreement made between [anthologist's name], of [street address] [city, state, zip], and its successors and assigns, hereinafter referred to as the ANTHOLOGIST, and [author name], of [street address] [city, state, zip], hereinafter referred to as the AUTHOR. The parties agree as follows:

MODEL CONTRACT

1. (a) The Work. This Agreement pertains solely to the Author's textual work titled "[Work Title]," (the Work.) The Work is approximately [xxx] words in length.

The Work is an [original/reprinted] work.

1. (b) The Anthology. This Agreement pertains solely to publication of The Work in a single anthology on the theme of [insert a detailed description of the Anthology if no title has been assigned] tentatively to be titled [Anthology Title], (the Anthology)

2. (a) Limitations On Scope Of Grant of Rights.

(i) This Agreement is not a transfer of the copyright to the Work, and the Author retains all copyrights in and to the Work.

(ii) This Agreement does not permit the Anthologist to

NOTES

Throughout this model contract, we use the term Anthologist, but in fact the anthologist and the publisher of an anthology are sometimes different and sometimes the same. The language of the contract may need to be changed to fit the situation.

NOTE: For a fiction story that is commissioned -- or has been invited -- in advance of its completion, contracts are generally not signed until the story has been turned in. If a contract is signed before the story is turned in, the anticipated word length can be expressed as a range, e.g., "4,000 to 6,000 words" and the subject can be described roughly, e.g., "a fantasy story of elves inventing computers." See commentary to (5a) for nonfiction contracts.

The Anthology may not have been given a title at the time the contract is signed, and in that case, should be identified as "an un-named science fiction anthology," or similar language. The topic of the anthology should be as detailed as possible: "an un-named anthology of military science fiction," "an un-named anthology of high fantasy," etc.

The grant of rights should be phrased so that all rights not specifically granted are retained by the author.

publish the Work in any other anthology unless explicitly granted by This Agreement or a separate written agreement.

2. (b) All rights not expressly granted by the Author in this agreement reside exclusively with the Author. Any rights that may be developed after the date of this Agreement shall reside exclusively with the Author.

xxx

3. (a) Print Rights **ORIGINAL**: The Author grants [first English Language Anthology rights] in the Work to the Anthologist for inclusion in the Anthology, for publication in the English language [language or languages covered by license] in [geographic region covered] on or before [the date by which first publication must occur].

All rights granted shall expire [number of months or years] following the first publication of the Anthology (the Expiration Date.) For Print Rights, after the Expiration Date the Anthologist [Publisher] may not print new copies of the Work in the Anthology, either via Print-on-Demand (POD) or in a traditional reprint of the anthology in a new print run. Copies of the Anthology printed before the Expiration Date can be sold after the Expiration Date. The Expiration Date may only be extended by the written approval of the Author and payment of a fee of [enter a flat fee or a percentage of the original payment] for a period of [number of months or years].

It is important for writers to explicitly retain any rights that may be developed to avoid the kind of confusion -- and potential rights grab by publishers -- that arose with the development of electronic rights for databases, CDs, ebooks, and the Web.

There are a number of ways to describe the anthology rights granted. Non-Exclusive Anthology Rights and First World Wide English Language Anthology Rights are common, while some want Exclusive Anthology Rights. Rights should be specific and limited to those actually needed by the Anthologist. Licenses to publish work should, in general, have a specific duration and a clear termination date. An exception to this rule might be non-exclusive rights for which royalties are paid in accord with Clause 5(b).

If the rights are described as "First ..." a time limit on the rights is not necessary, as the limit is in the use of First. But if the rights are not First rights, and are non-exclusive or reprint rights, there should be an expiration date for the rights granted.

Anthologies may be entirely of original stories, a mix of original and reprints, or entirely of reprinted stories. The rights granted should change to match the nature of the anthology and of the story being licensed.

For example, an anthology combining original and reprint work might ask for First Anthology Rights to an original work and Non-Exclusive Anthology Rights to a reprinted work.

Expiration Date: The Author should be paid an additional fee or a higher royalty rate if the Anthologist or Publisher wishes to print new copies of the Anthology after the Expiration Date for Print or Electronic Rights.

The clause here should be used if the Work is a reprint and not original for the Anthology.

As with original works, licenses to publish reprinted work should have a clear time limit. An exception to this rule might be non-exclusive rights for which royalties are paid in accord with Clause 5(b).

We believe that generally the exclusive period following initial publication should be twelve (12) months, but under some circumstances an exclusive period of eighteen (18) months may be reasonable.

3. (a) Print Rights **REPRINT**: The Author grants [non-exclusive anthology rights] in the Work to the Anthologist for inclusion in the Anthology, for publication in the English language [language or languages covered by license] in [geographic region covered] on or before [the date by which first publication must occur].

All rights granted shall expire [number of months or years] following the first publication of the Anthology (the Expiration Date.) For Print Rights, after the Expiration Date the Anthologist [Publisher] may not print new copies of the Work in the Anthology, either via Print-on-Demand (POD) or in a traditional reprint of the anthology in a new print run. Copies of the Anthology printed before the Expiration Date can be sold after the Expiration Date. The Expiration Date may only be extended by the written approval of the Author and payment of a fee of [enter a flat fee or a percentage of the original payment] for a period of [number of months or years].

3. (b) Electronic Rights **ORIGINAL**: The Author grants [first world electronic rights] to the Anthologist to include the Work in the Anthology, for publication in the English language [all languages] on or before [the date by which first publication must occur.]

The rights granted under the terms of this paragraph shall be exclusive for a period of [number of months] months following the first date of publication under this paragraph and non-exclusive thereafter.

The rights granted to the Anthologist under this subsection permit only the publication or dissemination of an electronic replica of the Work as it is incorporated in the Anthology as a whole [specify whether the Anthology is to be published as a web site, an e-book, or some other format], and do not permit any other publication, dissemination or use of the Work.

All rights granted shall expire [number of months or years] following the first publication of the Anthology (the Expiration Date.) For Electronic Rights, after the Expiration Date the Anthologist [Publisher] shall no longer distribute copies of the Work in the Anthology. The Expiration Date may only be extended by the written approval of the Author and payment of a fee of [enter a flat fee or a percentage of the original payment] for a period of [number of months or years].

3. (b) Electronic Rights REPRINT: The Author grants non-exclusive world electronic reprint rights] to the Anthologist to include the Work in the Anthology, for publication in the English language [all languages] on or before [the date by which first publication must occur.]

The clause here should be used if the Work is a reprint and not original for the Anthology.

The rights granted to the Anthologist under this subsection permit only to the publication or dissemination of an electronic replica of the Work as it is incorporated in the Anthology as a whole [specify whether the Anthology is to be published as a web site, an e-book, or some other format], and do not permit any other publication, dissemination or use of the Work.

All rights granted shall expire [number of months or years] following the first publication of the Anthology (the Expiration Date.) For Electronic Rights, after the Expiration Date the Anthologist [Publisher] shall no longer distribute copies of the Work in the Anthology. The Expiration Date may only be extended by the written approval of the Author and payment of a fee of [enter a flat fee or a percentage of the original payment] for a period of [number of months or years].

3. (c) Unless the Author specifies otherwise, Anthologist will take care to ensure to the best of Anthologist's ability that the Work is not archived by the Internet Archive or similar archiving web site and is not displayed in its entirety by any other web site, including Google, Amazon.com, or the like.

4. If Author has granted first rights and/or exclusive rights for a limited period of time, Author agrees not to publish or to enter into any agreement giving any other the right to publish the Work, during the time of the grant, in the English language [or languages covered by license] in

Inclusion of works in “best of the year” or awards anthologies can be important to the writer, and should be exempted from the writer's agreement to not publish the work in a given period of time. As such anthologies

[geographic region covered] prior to its initial publication in the Anthology and throughout the exclusivity period granted to the Anthologist thereafter, without the prior written permission of the Anthologist. If the Work is selected for a “best of the year” or an awards anthology, the Anthologist agrees to waive this clause, provided the Author gives the Anthologist prior written notice of the selection by such an anthology.

5 (a) For the rights granted to the Anthologist in this Agreement, the Anthologist shall pay the Author the sum of [payment amount] as an advance against earnings specified in 5 (b), no later than 60 days after receipt by the Anthologist of a copy of this contract signed by the Author.

If payment is not received as required by this paragraph, all rights granted by this Agreement shall immediately revert to the Author.

also give good publicity to the original Anthologist, the exemption serves the interests of both writer and Anthologist.

NOTE: In the case of granting exclusive rights for a limited period of time to a reprinted work, strike the language regarding “best of the year” or an awards anthology, as both are based on the date of the first publication.

FICTION AND NON-FICTION WORKS:

The model contract is intended for works of fiction. Payment standards are likely to be different for non-fiction. With non-fiction, it is common for the contract to be signed when the work is commissioned. In that case, payment would be due on delivery and acceptance of the article.

ROYALTY ONLY ANTHOLOGIES: Some small press anthologies offer royalty-only payment, with no advance on royalties. While some authors may decide that such terms are acceptable, we believe that writers should be paid an advance against royalties, paid on or before publication.

FLAT-FEE ANTHOLOGIES

Some small press anthologies offer only a flat fee with no royalties. We believe that flat-fee anthologies do not treat writers equitably and violate a basic tenet that SFWA has fought for repeatedly: writers have a right to share in the success of any work they publish. That means they are entitled to royalties.

There are two main reasons for our suggestions:

1) PAYMENT ON OR BEFORE PUBLICATION:

Payment of an advance against royalties gives the writer some assurance that the anthologist or publisher has enough money to bring out the anthology and is willing to

5 (b) The Author shall receive a pro-rata share of the contributors' share [usually 50 percent] of the Anthology's gross earnings. Earnings shall include any royalties, income from all licensed editions, including hardcover, paperback, book club, audiobook, and ebook editions of the Anthology. All royalty and subsidiary rights money will be distributed within 30 days of receipt by the Anthologist, so long as a minimum of \$10.00 is due to Author. No payments for subsidiary rights sales will be due until actually received by the Anthologist. For foreign sales, Anthologist's receipt of money shall mean the deposit of US dollars in Anthologist's account. The pro rata share shall be determined by dividing the total-word count of the Anthology by the word count of the Work.

Payments made to Anthologist monthly by the publisher or distributor may be aggregated into quarterly or semi-annual payments. If the money due Author is less than \$20.00, it must be paid to Author during the next regular payment period as soon as the money due totals at least \$20.00.

5 (c) All earnings under this agreement will be paid directly to Author.

5 (d) With any payments sent to Author, Anthologist shall include a clear accounting statement showing, to the best of Anthologist's knowledge, the amounts received and where the payments originated. (e.g. royalties from specific editions, electronic sales, etc.)

5 (e) Should any means of payment to Author, including electronic payment or conversion fees for payments made in foreign currency, incur any fee that would reduce the money received by the Author the Anthologist shall bear the full

invest in the anthology.

2) LACK OF ROYALTIES: There is a random element in publishing, in that some anthologies sell far better than anticipated. Writers should ALWAYS share in any such unexpected revenue.

Defining pro-rata is important, as the lack of a definition has caused problems for both authors and anthologists in the past.

We prefer use of the word count to define pro-rata, but in extraordinary circumstances, use of the page count would be acceptable. Word count can be fluid in an ebook, depending on factors such as the font chosen by the user and the size of the display. It may be easier for the Anthologist and Author to calculate using word count.

Most publishers pay royalties semi-annually, though some pay quarterly.

[NOTE - with pro-rata payments, authors of longer stories may be due payment when authors of short ones may not be due. For example, if \$48 in royalties are due for an 8000-word story, only \$6 would be due for a 1000-word story, so the latter payment could be delayed.]

Electronic payment systems or electronic funds transfer offer an alternative to checks, but may involve a charge to the recipient. All payments should be adjusted by the

burden of such fees.

Anthologist to ensure that the Author receives 100 percent of the money owed after all fees and charges.

Payments by Foreign Markets: Fees may be inevitable in transactions converting one currency into another, such as a British anthologist converting pounds into US dollars to pay a U.S. Author (or vice versa). In all cases, the Anthologist should adjust payments so that the Author receives 100% of the contracted amount. It is not sufficient for an Anthologist to send a check denominated in dollars if it is not drawn on a US bank, because the Author may be charged \$30 or more for "collection," which is a complex process for the bank. Similarly, it is not sufficient for the Anthologist to send a wire transfer because the Author may incur a charge of \$30 or more. Electronic funds transfer systems such as PayPal may simplify the process and reduce the charges, but may have their own, albeit smaller, fees. In some countries Anthologists can buy International Money Orders denominated in the Author's currency from post offices.

Anthologists should explore payment options and discuss with authors how to minimize fees. For example, certain financial institutions, such as Fidelity, may not charge for deposits of international funds transfers into their customers' accounts.

If fees are allowed, they should be no more than 5 percent of the payment.

5 (f) The Author shall receive two free copies of the first print edition and/or first ebook edition of the Anthology. Additional copies will be made available at a reasonable authors' discount.

We believe that the standard should be two copies of the anthology, and some publishers meet that standard. Some publishers -- especially small presses -- may want to only send the author one copy of the anthology.

5 (g) The Anthologist shall notify Author of all subsequent

editions before their publication, and, whenever possible, send the Author one copy of all subsequent editions or versions of the Anthology.

6 (a) If the Anthology is not published within twelve (12) months of the date of this agreement, all rights hereunder shall immediately revert to the Author. In such event, the Author shall retain any and all payments made under this agreement prior to such reversion.

6 (b) Should the Anthologist wish to extend the publishing deadline, Anthologist shall pay Author an additional fee equal to [insert agreed percentage] percentage of the initial fee, unless explicitly waived by Author. Any extension of the deadline, and any changes to this clause, must be in writing.

7. Arising under and terminating with the grant of rights to the Work in this Agreement, the Author grants Anthologist the right to use the Author's name, image, likeness, and biographical material for all advertising, promotion and other use of the Work. Upon request, the Author shall provide the Anthologist with a photograph of the Author and appropriate biographical material for such use. The Anthologist shall use only the Author's name, image, likeness and biographical material provided and approved by the Author.

8. The Author warrants that, as of the date of executing this agreement, he or she is the sole author of the Work; that he or she is the owner of all the rights granted to the Anthologist hereunder and has full power to enter into this agreement and to make the grants herein contained; that the Work is original and any prior publication of the Work in whole or in part has been fully disclosed to the Anthologist and that to the best of the Author's knowledge the Work does not infringe upon any copyright or upon any other proprietary or personal right of any person, firm or corporation.

It is unacceptable for a Anthologist to tie up a work by not publishing it within a reasonable period of time. We believe that for anthologies, the limit should be one (1) year for both print and electronic publications. Some anthologies are published on an irregular and/or infrequent basis. Thus, a longer period might be reasonable, depending on the publishing schedule of the anthology and other factors. The key is to make the limit both reasonable and explicit.

NOTE: Anthologists may not have complete control of the publication date of the anthology if they are not themselves the book's publisher. It is reasonable for writers to grant a limited extension in such cases.

It would be best if the writer make no warranties to the Anthologist, with the possible exception of being the actual author of the work. But if warranties are demanded, then they must include phrases such as "**to the best of Author's knowledge**" and any violation of the warranty must have been "**intentional**" by the author.

We strongly believe that because the definition of obscenity, what is libelous, and any privacy rights, vary widely between

nations and even between U.S. states it is absurd to expect writers to provide any warranties on the subjects.

The Anthologist is **ALWAYS** in a better position to understand the laws in the places where they sell books or anthologies.

The author needs considerable protection in any indemnity clause, including that such indemnification only apply to "damage finally sustained" by a court that is not covered by the Anthologist's insurance. In addition, the writer should be added to the Anthologist's liability insurance policy if at all possible.

The Anthologist must also NOT be able to settle a complaint or case without the express permission of the author. Any settlement should be a mutual decision.

Some Anthologists have, in fact, changed works in a major way without the approval of the writer. Such changes can, and have, damaged the value of a writer's other work.

NOTE: To avoid missing the deadline for return of a corrected manuscript, Authors are advised to alert the Anthologist in advance of any extended absences.

The option to have the copyright listed in the name of a corporation is to help writers who my handle their copyrights through a personal corporation.

9. The Author will indemnify the Anthologist against any loss, injury, or damage finally sustained in a court of law (including any legal costs or expenses and any compensation costs and disbursements paid by the Anthologist) incurred by the Anthologist in connection with or in consequence of an intentional breach of one or more the foregoing warranties, for which the Anthologist has no coverage under its insurance policies. The Anthologist will add the Author to any insurance policy it may have which would insure against such loss, injury, or damage unless doing so is impractical. Legal representation and the decision to settle will be made in consultation between the Author and Anthologist, and neither may proceed without the approval of the other, not to be unreasonably withheld.

10. The Anthologist will make no alterations to the Work's text or title without the Author's written approval in e-mail or hardcopy. Author will be provided with the Anthologist's proposed version of the work prior to publication and given fourteen days to review text and return any corrections. The Anthologist reserves the right to make minor copyediting changes to conform the style of the text to the Anthologist's customary form and usage.

11. The volume as a compilation shall be copyrighted in the name of the Anthologist. Acknowledgment of the Author's copyright shall appear in the Anthology [**FOR AN ELECTRONIC EDITION:** "shall appear in the Anthology adjacent to the Work"] in the Author's name or designated pseudonym [Author's pseudonym], unless otherwise specified here, in which case the copyright shall appear in the following incorporated name [name of corporation.]

12. The Author grants permission for transcription of the Story into Braille, tape, talking, or oversized book, only in case

that the Anthology is selected for such transcription by a non-profit organization or an agency of the United States Government, for use by the **handicapped**.

12. The Author will be credited on the table of contents page and at the beginning of the story as [author's byline]

13. The Anthologist shall not make the Work available to any distributor, catalogue, service, or computer program which alters the text of the work or the display of the work, beyond typographic or formatting changes that do not affect the meaning of the work, or facilitate such changes -- including but not limited to removing or changing profanity -- without written permission of the Author. Should the Work be so listed without the permission of the Author, the Anthologist shall ensure its removal.

14. Regardless of its place of execution, this agreement shall be interpreted under the laws of the State of [name of state].

15. The parties agree that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by either party relating to the subject matter of this Agreement, shall be tried only by a court and not by a jury. The parties to this agreement expressly waive any right to a trial by jury in any such action or proceeding.

16. **VENUE.** The parties agree that any action to enforce this Agreement shall be brought in the appropriate state or federal court in the State of [name of state], and that such court shall have personal jurisdiction over each of the parties.

17. **SUCCESSORS AND ASSIGNS.** Anthologist may not assign or in any way transfer this contract or the rights

We added this clause because of software that censors or Bowdlerizes a work after it has been purchased by the reader.

The right to allow or block such programs should rest with the author.

One purpose of this clause is to block use of arbitration, which can easily be unfair to the weaker party. Another purpose is to agree who will make any findings of fact in any dispute concerning this Agreement. Both judges and juries can be biased for or against a given party in a case. However, it is generally agreed that jury trials cost substantially more than bench trials, and can be substantially more burdensome. At the same time, in some cases that burden may be justified, and eliminating the right to a jury trial may limit a party's options. This provision should be carefully considered before including it in a contract.

The ability to enforce an agreement in a court that is located near you may be important.

Writers have had editors and publishers sell the licenses to their works to other

granted by it to another person or entity without the written permission of Author.

businesses without their approval. We added this clause as an important protection for the writer.

Subject to the terms of this Agreement, in the case of the death of Anthologist, rights may be transferred to the estate of the anthologist.

18. AMENDMENT. This Agreement constitutes the entire Agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended, only by a written agreement clearly setting forth the amendments and signed by both parties.

19. VOID PROVISION. If any term or condition of this Agreement is found by a court of competent jurisdiction to be illegal, unlawful or otherwise unenforceable, the parties agree that such term or condition shall be reformed as nearly as may be possible to carry forth the intentions of the parties and that such illegality, unlawfulness or unenforceability shall not act to void any other term or condition of this Agreement nor to void the Agreement as a whole.

20. The parties acknowledge that each party has read and understood this contract before execution.

In witness whereof the parties have executed this contract in duplication originals on this

_____ day of _____, 20__

Author Date

Author's Social Security or Tax ID Number

[NAME OF ANTHOLOGIST OR ANTHOLOGIST'S AGENT], Anthologist Date

Please sign and return all copies. One copy signed by all parties will be returned for your files.