

SFWA Model Reversion Clause, Version 1.1,

Contact : SFWA Contracts Committee -- contracts@SFWA.ORG

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The following is SFWA's Model Reversion Clause for book contracts.

As part of its ongoing efforts to educate writers about publishing contracts, the Contracts Committee periodically writes new model contracts and contract clauses. We have now done so for book reversion clauses. Address comments or suggestions to the Chair, SFWA Contracts Committee at: contracts@sfa.org

The model reversion clause is based on work done by SFWA's Contracts Committee and Writer Beware over a number of years. The members of the Contracts Committee who worked on this model clause were: Jim Fiscus, (Chair), Michael Capobianco, Rosemary Claire Smith, Ginjer Buchanan, Jeff Hecht, Anne Leonard, Ken Liu, advisor and, Victoria Strauss, advisor. James Beamon is SFWA Board liaison to the Committee.

The model clause was written as a generic guide to writers, and it is not intended to be and should not be used as boilerplate in contracts by publishers, 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 clause by a publisher does not automatically make sales to that market eligible to be used as credentials for SFWA membership.

Legal Disclaimer: Neither the model reversion clause nor the comments thereto are intended to be or should be understood to be legal advice. The issues presented in the model clause 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. As with any legal document, you should consult a competent attorney familiar, in this case, with the business of publishing as well as the law of the applicable jurisdiction for legal advice.

MODEL REVERSION CLAUSE

Termination and Reversion of Rights

1. (a) If, after the expiration of two years from the date of Publisher's first publication of the Work, in any format, or if the Work is declared Out of Print (sub-clause 3 below) in ordinary retail channels, Author may, by written notice to Publisher at address XXX, request Publisher to reissue the Work or revert all licensed rights in the Work to Author.

1. (b) Publisher shall notify Author in writing within 30 days after Publisher's receipt of the request whether it intends to comply with the request.

NOTES

Our model reversion clause primarily applies to works of fiction, as non-fiction books may be kept in print for several years while earning reasonable royalties.

1. (c) If the Work is Out of Print and Publisher does not respond, or if, within 6 months following its issuance of notice that it intends to comply, Publisher has not reissued the Work in a full-length, English language edition with an offset printing of at least 250 copies, then this Agreement shall terminate and all rights granted to Publisher hereunder shall automatically revert to Author, subject to Publisher's continued participation, to the extent provided in any licenses granted by Publisher.

2. For 45 days following termination of this Agreement, Author shall have the right to purchase and use available production materials (if any) at cost or less, as determined by Publisher. Author shall also have the option to purchase from the Publisher any or all copies of the Work on hand at Publisher's cost of manufacture without payment of royalty.

3. **Out of Print:** The Work shall be considered to be Out of Print if:

(a)(i) Publisher declares the Work to be out of print,

(ii) Publisher is not offering copies of the Work for sale in the U.S. in a full-length, offset-printed, English-language edition,

(iii) Publisher has no existing agreement with a licensee or contractor of Publisher requiring publication of a full-length, offset-printed, English-language edition in the U.S. within the next 12 months. Or,

(b) The Author's total royalty earnings based on sales and licenses of the Work in all formats, including print on demand, electronic editions, and audio books was less than \$600 in the prior 12 months, regardless of whether or not the Work has earned out its advance. Income from licensed foreign language editions or income from other subsidiary rights shall not be counted as income for purposes of keeping an English Language edition in print.

Many publishers have used new technology – e-books and print-on-demand -- as inventive ways to argue that a book is still in print, and thus they can keep the rights to the work.

While we might not now be able to imagine a new technology that could be used in the same way by publishers, we can be certain that something will come along.