Before You Sign: Your Publishing Agreement Checklist

Practical questions to ask before agreeing to publish your work.

Use this checklist to identify points you may want to clarify with your publisher and discuss with your independent legal adviser. It is a prompt for a conversation, not a substitute for reviewing the agreement itself.

A. RIGHTS AND COPYRIGHT

- [ ] Who owns the copyright?
- [ ] Is this an assignment, exclusive licence or non-exclusive licence?
- [ ] How long do the rights last?
- [ ] Which territories, languages and formats are covered?
- [ ] What rights to reuse the material are retained?

B. WARRANTIES AND LIABILITY

- [ ] What warranties are being given?
- [ ] What does the indemnity cover?
- [ ] Who is responsible for third-party material?
- [ ] Who controls the defence and settlement of claims?
- [ ] Are liability limits or safeguards appropriate?

C. MORAL RIGHTS AND EDITORIAL CONTROL

- [ ] Are moral rights being waived?
- [ ] How will attribution be handled?
- [ ] What changes may the publisher make?
- [ ] Is approval required for substantial revisions?

NOTES / QUESTIONS TO RAISE

Your Publishing Agreement Checklist

PRACTICAL QUESTIONS / CONTINUED

D. FINANCIAL AND PUBLISHING TERMS

- [ ] How are royalties calculated?
- [ ] Is there an advance, and how is it recouped?
- [ ] What are the delivery and acceptance requirements?
- [ ] When are statements and payments provided?
- [ ] How are secondary and subsidiary rights handled?

E. THE FUTURE OF THE WORK

- [ ] When does exclusivity expire?
- [ ] Can the author publish competing or related works?
- [ ] Who controls revised editions?
- [ ] What triggers rights reversion?
- [ ] What happens if the publisher does not publish or stops actively exploiting the work?

NOTES / QUESTIONS TO RAISE

This checklist is a general information and discussion aid, not legal advice. Publishing agreements are legally binding. Seek independent advice from a suitably qualified legal professional before signing.