

**WRONG KINDS OF RIGHTS**  
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"Author hereby grants to Publisher exclusive and unlimited rights to publish the work in all media now existing or hereafter to be invented or discovered."

For years we've advised authors not to accept these clauses. Every right should be considered and negotiated separately. You may be willing to give up the stage and movie and audiobook rights, but not the Slavic language or graphic novel or video game rights. You should discuss each right with the publisher before signing them all away.

If you think "hereafter to be invented" is fanciful, consider e-books. Writers are now coming to us with contracts they signed in the nineties, when Amazon was a startup called Cadabra and electronic rights meant CDs. The publishers are claiming that their all-encompassing rights clauses cover this technology, which hadn't been invented or discovered when the contract was signed. Authors also report missing the chance to turn their books into, say, board games. The publisher may be uninterested, but won't relinquish the rights so the author can pursue the opportunity.

So ask the publisher to define the rights to be included in any new contract, and reserve the others for yourself. Our *Guide to Book Contracts*, downloadable from the Contract Resources tab or available on request to [advice@nwu.org](mailto:advice@nwu.org), illustrates some ways of doing this. Your NWU contract advisor (of course you'll have an advisor review your contracts before you sign them, right?) may suggest others. If you're already in a sticky situation, contact [advice@nwu.org](mailto:advice@nwu.org) and we'll try to help you out of it.