CHAPTER 5: THE GRANT OF RIGHTS CLAUSE

• Is your grant of rights an assignment, an exclusive license, or a non-exclusive license?
• Does your contract limit the scope of the rights granted?
• Does your contract limit the duration of the grant?
• Do you have a license-back for your own future uses?
• Does your contract contain a revert-back clause in case your publisher doesn’t exploit certain rights?
• Does your grant of rights section reserve all rights not granted to your publisher?
CHAPTER 6: SUBSIDIARY RIGHTS

• What subsidiary rights have you granted to your publisher to use or license?
• Does your contract contain any broad language (like “all technology now known or hereafter invented,” “always,” “never,” and “lifetime”)?
• Does your contract specify revenue splits for all rights that will be licensed out, as well as a “catch all” provision?
• Do you get a right of approval or consultation for third-party licenses?
• Will you receive notice when your work is licensed?