

published and monetized. That is not a problem under the Copyright Act. The author can terminate and license back the rights to the very same publisher or to license this time to a specific number of years, or may want to seek a higher percentage royalty, or perhaps get a lump sum payment as a signing bonus. The Copyright Act helps the author all those years later get a better deal.

The termination right arises under U.S. law, and not necessarily abroad. Therefore, a foreign rights deal may not be subject to termination under the law of the country that governs. In addition, authors should note that the 35-year period runs from the most recent contract transferring ownership. So any amendment or renewal will restart the clock.

In sum, it is better for an author to transfer rights than to

create a work-for-hire. At least then, the author will have a second chance to reconsider the disposition of her work. Authors who created works in the early 1980s should consider their rights to terminate a grant to a publisher. Terminations open up new potential revenue streams for authors and tend not to tarnish publishing relationships when handled professionally. ■



Contributor: Ed Klaris is principal of Klaris IP, a law firm based in New York City specializing in intellectual property, media law, and the sale and acquisition of literary property. Klaris is also an adjunct professor of law at Columbia Law School. See www.KlarisIP.com for more.