



European
Writers'
Council

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WRITERS' CONTRACTS

**An Overview of Contractual Clauses in
Publishing Agreements in the European Book Sector**

2024 SURVEY RESULTS

Contracts, Remuneration and Transparency

GENRE: FICTION



Dear Reader ...

BY MAÏA BENSIMON

VICE PRESIDENT OF THE EUROPEAN WRITERS' COUNCIL.

Why are you reading the results from this European Writers' Council's survey on the contractual situation of fiction writers?

- **If you are an author:** Ideally, writers, as the source of the whole book value chain, shall have the possibility to negotiate their contracts without being afraid to be called complicated or greedy; they shall be empowered to know the meaning and consequences of each clause and be able to balance the interests of both parties.
- **If you are an authors' organisation:** You might be interested to know whether your neighbour country or sibling writers' guild has better or different practices, whether you are able to achieve the same results in your country, and be able to compare core figures on remuneration, accounting, or splits in neighbouring rights.
- **If you are a political decision maker:** the working and income environment of every one of the 1.2 million book authors in the European sector starts with the conditions laid down in the contract, following the national and European legislative grounds. What you decide on the political level will reach every individual author one day, and can lead to improvements, as well as to gaps and remaining challenges.

HAS THE CDSM DIRECTIVE IMPROVED WRITERS' SITUATION?

Reality shows that contractual practices in the European Book Sector are diverse and, in many cases, still far from ideal. The European Writers' Council's last report to the European Commission on contract clauses and remuneration, dating back to 2014, points out crucial challenges. These include, but are not limited to, no reversion rights, no updated clauses for electronic usages, lack of transparency, and lack of a legal provision for appropriate remuneration. Ten years have gone by and, with the Directive 2019/790 (EU) on Copyright and Related Rights in the Digital Single Market (CDSM Directive), it is a crucial moment to investigate legislations and practices in Europe, including the EU member states, the EEA states and non-EU states, to give a fresh vision of the current scenario, and if the desired effect of the CDSM Directive, where applicable, has kicked in. Title IV, Chapter 3 of the Directive 2019/790 has passed into EU legislations, and it appeared necessary to know about its effects, if any, on contracts, remuneration, and transparency rules and further regulations needed in the book sector. Also, a comparison of practices in countries of the EEA and non-EU sector helps us to provide an overview on best and worst cases.

Since 2021, the EWC has been conducting related internal surveys on contract law and collective agreements, and within official surveys [the progress of the CDSM Directive](#); the associated monitoring of specific contractual clauses in light of the implementation of the CDSM Directive was launched in 2023. The aim is to analyse the main genres in the book sector by 2025, starting with the fiction genre.

Our aim is to provide readable and useable data: The European Writers' Council (EWC) wants to make sure that the data gathered from 19 countries and 23 authors' organisations is useable in any of your tasks as negotiators with your contractual counterpart or public authorities, to improve writers' situation, and ensure that the 2019 CDSM Directive is not only well implemented, but also enforceable. Hence, with the reading, we hope you find what you are looking for and EWC remains available should there be any further explanation needed on the survey.

Maïa Bensimon
Vice President, European Writers' Council (EWC)



THE JOB DOESN'T END WITH THE WORK.

**BY DR MIGUEL ÁNGEL SERRANO
PRESIDENT OF THE EUROPEAN WRITERS' COUNCIL**

One of the multiple jobs of a federation like the European Writers' Council is to give its associates tools to advocate their reclamations and fortify their bargaining positions. In the case of contracting practices, there is a wide field of play, and it is really complicated to bet on one practice or another. Nevertheless, some countries offer good examples that could serve as guidelines for others.

We have started this series of surveys with the fiction works, such as novels and short stories, not only because it is the most widely practised genre in Europe and the world, but also because is the field in which more diverse cases can appear, and because the secondary uses are almost insignificant in other genres, such as poetry.

In our view, technicalities in contracts are a red flag for most writers, especially if unassisted by an agent or a lawyer. Knowing this, professional associations can be of help for their members if they offer legal assistance, as some of our members do. But it is necessary to understand that the bargaining power of authors is weak, as most of the commercial practices, such as royalty percentages, have remained the same for years, and it is difficult even to propose changes. So, the imbalance in the relationship between authors and publishers is almost a tradition.

Some new threats are about to join these existing ones, such as new needs aroused by artificial intelligence. This will require new arrangements in some brand-new options, for example automated translations, AI generated covers, or opt-out mechanisms for our texts not being used to train AI systems, given the unethical behaviour of some developers of foundation models we have been seeing lately. Thus, more complexity is about to add up, which is another reason to debate and stipulate fair conditions across Europe, as the mere concept of authorship is at stake. EU Directives can be of help in some aspects, but it is important to understand that transposition to member states' regulation is not always as fast and effective as it should be.

As authors, we must understand that we are part of a value chain, and that we are the true originators of the whole sector. I know this is not a useful argument when negotiating, but it is very important that our colleagues, whether writers or translators, have a clear view of the possibilities that this survey draws, as it may be a solid basis for enhancing our understanding and getting better results in contracting: You need to understand mechanisms and sources of value to bargain properly.

It would be good news if more leveraging aids were offered to our colleagues through our national associations. But it is also necessary to improve individual proficiency when it comes to handle our own interests. For that, this survey can be an excellent starting (or boosting) point.

Dr Miguel Ángel Serrano
Human writer and President of the European Writers' Council



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EXECUTIVE SUMMARY

INTRODUCTION

The European Writers' Council (EWC)[®] is a non-profit non-governmental federation constituted by currently 50 national professional writers' and literary translators' associations and unions in 32 countries, from EU member states, the EEA countries Iceland and Norway, as well as Belarus, Montenegro, North Macedonia, Switzerland, and the United Kingdom. EWC members comprise over 220,000 professional authors in the book sector, writing and publishing in 35 languages. The EWC's mission constitutes three main objectives within the European context: Authors' Rights, including Copyright and Related rights, Culture Policy, and Cultural Exchange.

From March to July 2023 the European Writers' Council (EWC) monitored the contractual situation of fiction writers in EU, non-EU, and EEA countries and the effect of the 2019/790 (EU) Directive on Copyright and Related Rights in the Digital Single Market (CDSM Directive) on legal agreements in the European book sector, where applicable. It also monitored the contractual situations in the EEA and non-EU countries Iceland, North Macedonia, Norway, Switzerland, and the UK, related to remuneration, transparency rules, revocation, and related regulations, within an online survey comprising 43 quantitative and qualitative questions including open-end individual comments and case studies.

Not all of the countries analysed fall under the regime of EU law or the CDSM Directive. Nevertheless, some non-EU and EEA countries have taken the Directive as a model for their own national drafts; others have comparable practices around contracts, which has enabled the country comparison of the evaluation for 19 countries (from page 15) beyond the 27 EU states.

23 WRITERS' ORGANISATIONS¹ FROM 19 COUNTRIES² RESPONDED TO ASPECTS OF:

- transferred rights and limits, including buy-out-practices, where relevant;
- remuneration and royalties, including lump sum payment, where relevant;
- digital and electronic rights and usages;
- transparency and accounting;
- Public Lending Right (PLR) and e-lending, where applicable.

1: The responding organisations represent mainly fiction writers (95.45%), but also poets (81.82%), nonfiction writers (59.09%), children's and young adult book writers (77.27%), and, in part, educational writers and playwrights.

2: Belgium, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Malta, North Macedonia, Norway, Portugal, Slovenia, Spain, Sweden, Switzerland, UK.

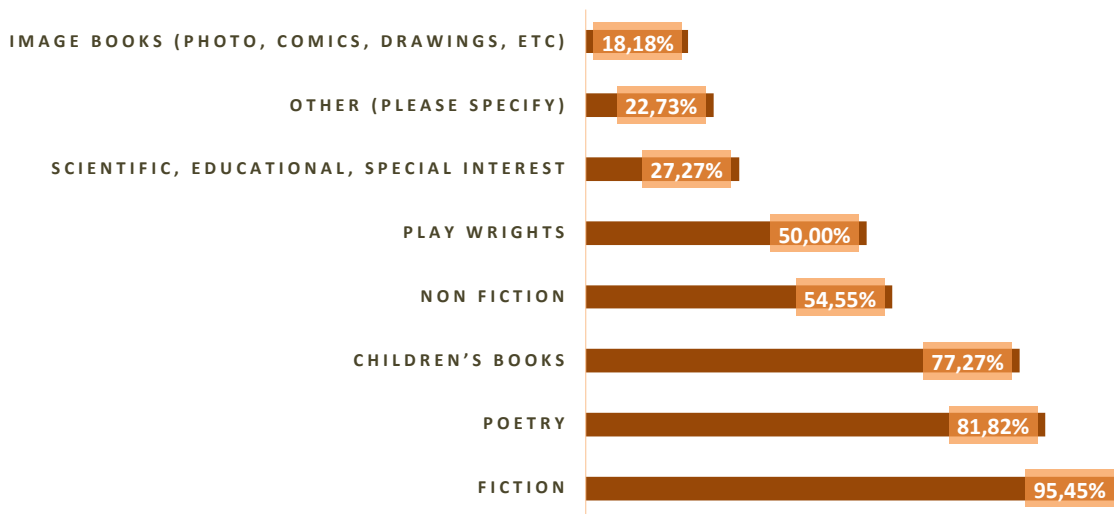


EXECUTIVE SUMMARY

INTRODUCTION / 2

As the European book sector comprises several “sub-ecosystems” within the main genres, the EWC starts this multi-layered monitoring on writers’ contracts with the evaluation of the situation for fiction, which represent a majority of the 575,000 titles published annually in the European book market. The next genres to be monitored are nonfiction, and children’s and young adult book contracts.

MOST REPRESENTED GENRES IN 23 SURVEYED ORGANISATIONS

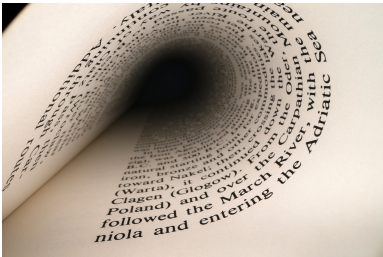


RISING PRICES, FALLING SALES – BUT FICTION IS A WINNER IN THE EUROPEAN BOOK MARKET

Overall, fiction came through in 2022 much better than nonfiction, constated the GfK Consumer Panel³. In addition to fiction novels, the new adult segment saw a rise in popularity, also due to the Wattpad and BookTok communities, pushing titles into the attention of readers. The fiction book market is expected to grow further globally to 12.01 billion US dollars in 2028⁴. An essential role will be played by digital distribution (e-books, audio books). As the dominant market players are often non-EU providers, it is therefore important to resolve the existing gaps in transparency and proportionate remuneration in timely fashion.

3: <https://www.gfk.com/press/european-book-market-rising-prices-falling-sales-and-booming-travel-guides>

4: [https://www.researchandmarkets.com/reports/5735368/fiction-books-global-market-report#:~:text=The%20fiction%20books%20market%20size,\(CAGR\)%20of%202.2%25.](https://www.researchandmarkets.com/reports/5735368/fiction-books-global-market-report#:~:text=The%20fiction%20books%20market%20size,(CAGR)%20of%202.2%25.)



CONTRACTS UNDER THE CDSM DIRECTIVE 2019/790 TITLE IV, CHAPTER 3

RARELY ENFORCED DESPITE IMPLEMENTATION

The [CDSM Directive](#) of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market⁵, which was adopted on 17 April 2019 and entered into force on 7 June 2021, and in particular its Title IV, Chapter 3, Arts. 18-23, is aimed at improving the contractual position of authors, as they are often unable to assert their legitimate interests as sources of the entire cultural and creative sector (Recital 72).

Previously, the regulation (or, indeed, non-regulation) of contracts was the legal territory of the EU Member States, which led to significant differences in levels of protection and enforcement as well as transparency requirements, rights revocation options, and the principle of appropriate and proportionate remuneration, which was lacking in two thirds of national legislations.

The requirements set out in Chapter 3 of the CDSM Directive provide for a minimum harmonisation that allows for national flexibility to maintain existing rules or introduce new, preferably better ones.

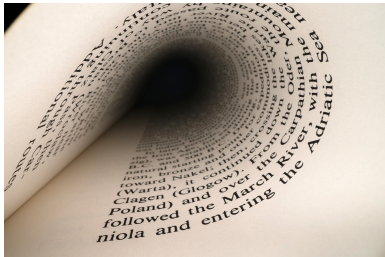
As already noted in the [EWC Survey 2022](#) (Implementation of the Directive (EU) 2019/790 on Copyright in the Digital Single Market⁶), the EU Member States have not consistently used this flexibility for decisive protection; in some cases, existing rules were even watered down, in others new rules were weakly implemented, such as rights to information or collective bargaining options including the right to sue as an association in order to prevent continued, inappropriate remuneration.

Likewise, several EU Member States implemented the CDSM Directive very late, or only partially, to the ongoing disadvantage of the creative and cultural authors and professionals.

Finland only implemented the CDSM Directive in 2023 and the new regulation entered into force April 2023. Therefore, we cannot yet properly evaluate the impact of the new regulation to the contracts. —FINLAND

5: <https://eur-lex.europa.eu/eli/dir/2019/790/oj>

6: https://europeanwriterscouncil.eu/wp-content/uploads/2022/06/EWC-SURVEY-EU-2019_790-RESULTS_FINAL130422_220622.pdf



CONTRACTS UNDER THE CDSM DIRECTIVE 2019/790 TITLE IV, CHAPTER 3

ANALYSING THE IMPACT AND COMMON PRACTICES BY ARTICLES AND WITHIN THE EU, NON-EU, AND EEA STATES IN THE EUROPEAN SECTOR

ART. 18 – APPROPRIATE AND PROPORTIONATE REMUNERATION

Although writers are the source of the 23.9 billion euro turnover of the European book and publishing economy in 29 countries⁷ and half million permanent employees⁸ and sub-contractors live from the fact that writers work unpaid and for years on a manuscript, they receive the least in the entire value chain. Fiction works are the top of this sales revenues, with approx. 11.92 billion euros⁹.

- *Only 44.5% of the 19 countries surveyed in 2023 confirmed that an **advance payment on future sales is a known practice.***
- *In 55.5% of the countries surveyed, **fiction writers usually do not receive advance payments** and sometimes are required to wait two years or more after signing the contract for royalties, if they receive any at all.*
- *This might be related to the **(non-)existence of literary agencies** – only six out of 23 organisations surveyed confirmed that representation by an agent was a common practice for fiction writers – often only for well-known authors, foreign rights, or larger publishing houses.*

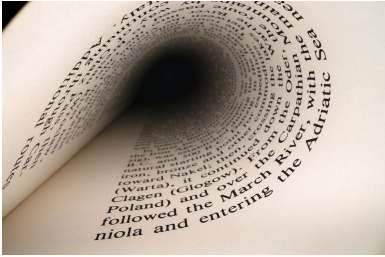
Art. 18 of the CDSM Directive, although stating a clear principle on appropriate and proportionate remuneration, did not make it yet possible for fiction writers to earn more, despite the growing profit of the fiction genre; neither in the print market nor in the digital audio and e-book trade.

This is in line with the results of the 2022 EWC survey on the status of implementation of the CDSM Directive, and in which 100% of the 12 organisations in 12 EU countries surveyed stated that **publishers' associations and authors' associations do not agree on the concepts of appropriateness and proportionality when it comes to advance payments and to royalty-shares.** Whereas the term “appropriate” implies the general concept of decent pay, the term “proportionate” links author’s remuneration to the success of their works: the more, the merrier.

7: <https://de.statista.com/statistik/daten/studie/515513/umfrage/umsaetze-der-buchbranche-in-europa/#:~:text=Laut%20der%20Federation%20of%20European,rund%2023%2C9%20Milliarden%20Euro>

8: <https://culture.ec.europa.eu/cultural-and-creative-sectors/books-and-publishing>

9: <https://wordrated.com/book-publishing-in-europe/>



CONTRACTS UNDER THE CDSM DIRECTIVE 2019/790 TITLE IV, CHAPTER 3

ANALYSING THE IMPACT AND COMMON PRACTICES

ART. 18 – ON REMUNERATION

For writers in particular, remuneration for each and every use of their publication is the only monetary basis for their work. **Book writers are not paid for their working time, research, quality, or number of pages. Only the use – sale, rental, licence, other use – generates a financial share for them**, which, for the fiction writers surveyed in 2023, is usually between 5%-8% (paperbacks from net sales price minus VAT) and 8%-10% of the sales price minus VAT (hardcover print, with a fixed book price), and 20-25% (e-books) and 12.5% (audiobook) of the net publishing revenue in the case of digital exploitation; so minus discount, hidden costs, and other provisions, which are often not declared openly by the digital providers and lead partly to one third to a half markdown from the original sales price. Although e-book and audiobooks consumption are rising, this does not lead to additional revenues.

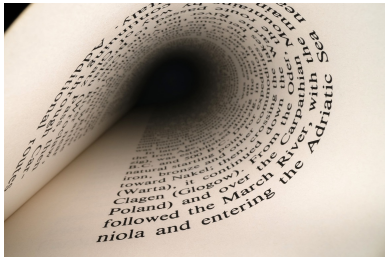
Appropriate and Proportionate Remuneration within Streaming: Mission impossible

One reason for this is that e-books and audiobooks are increasingly being borrowed online from public libraries, especially in larger markets and with a developed e-book reading affinity. These e-lending systems provide cost-free access for end users, while the licence fees are proportionally extremely low besides being a lump sum for all-inclusive usage instead of a payment for each usage.

At the same time, monopolistic structures of commercial digital providers have formed, which can reduce the potential income of authors from electronic distribution by three quarters to four fifths with shared revenue models instead of fixed prices.

Most established distributors are Amazon, Audible, Bol.com, StoryTel, Saxo.com, BookBeat, eReolen (public library service), Tolino, JukeBooks, Biblios (Beletrina Publishing), Publizon, Mofibo, Spotify, Divibib, OverDrive.

Eighty-eight percent of the surveyed countries claim that fiction writers do not know the contract clauses and the discount demands of these strong distributors. All over, transparency is missing, but should be mandatory for providers.



CONTRACTS UNDER THE CDSM DIRECTIVE 2019/790 TITLE IV, CHAPTER 3

ANALYSING THE IMPACT AND COMMON PRACTICES

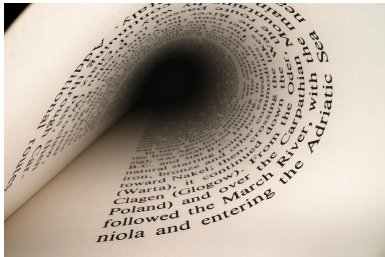
Streaming with all-inclusive subscription models helps undermine the obligation to provide appropriate remuneration. However, as these monopolies are often not based on European territory, EU law cannot be enforced. Non-disclosure clauses or definitions of “trade secrets” also make it more difficult for – not only – fiction writers to obtain sufficient information about the monetary consequences before concluding a contract if, for example, they agree to distribution via flat-rate streaming or pool-based models.

As Chapter 3 of the CDSM Directive does not focus on digital exploitation, such as streaming services in the context of remuneration and transparency, the challenges within the digital distributions are rarely discussed or defined in national legislations, nor is how to enforce EU law with non-EU monopolies.

Art. 19 – TRANSPARENCY

Especially the digital exploitation of protected works did not lead to a clear amelioration of fiction writers' remuneration. This is due to the lack of documentation and transparent tracking of digitally distributed works, when it comes to streaming, commercial and non-commercial e-lending within flat rates or public lending, or if external sub-licensees and digital providers distribute literary works. The survey found that insufficient practices persist broadly, such as not even sending annual reports to authors or given to authors only on demand, contrary to the obligations laid down in Art. 19 CDSM Directive for an at least annual accounting update.

- *In 18 of the 19 EU, Non-EU, and EEA countries surveyed in 2023, writers most often receive **documentation on sales figures only once a year**, randomly download figures, and only partly on licences like translations – accordingly, they are only paid every 12-36 months for the use of their works.*
- *Only in **four countries** does the accounting and payment of royalties take regularly **place twice a year**.*
- *Writers in North Macedonia and Cyprus report not getting any financial records, or only receiving them on demand.*
- ***Only one larger publishing group** offers the option of online access for their published authors, which follows their own monthly accounting.*
- ***Often it depends on the size of the publishing house**: smaller ones tend to only issue financial records annually.*



CONTRACTS UNDER THE CDSM DIRECTIVE 2019/790 TITLE IV, CHAPTER 3

ANALYSING THE IMPACT AND COMMON PRACTICES

ART. 19 - TRANSPARENCY

Due to the flexible national implementation, which does NOT oblige third-party contractual partners such as foreign publishers, as well as state institutions such as libraries, or sublicensees such as streaming providers (Spotify, Kindle Unlimited), to provide information automatically and not only upon demand by the author, which causes large gaps in the data on digital exploitation and title-specific documentation of each use. In many countries, this makes it impossible to renegotiate appropriately and to reach at an appropriate and, above all, proportionate remuneration level.

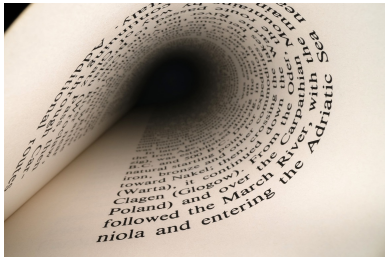
- *The number of digital sales is missing in 25% of all respondents' financial statements;*
- *the number of digital loans is not given to writers in 80% of countries;*
- *the number of retrievals in digital flat rates models are generally absent (85%).*

The only best practice is Italy (art. 110-quater): the financial statements provided to authors shall include the identity of all parties involved in the rights transfer and usage, including third party and sublicensees, and providers, including subscription models. This is the only legal transposition which requires a sublicensee's identity to be revealed without the authors having to request it in writing.

Looking to the future, it will be more relevant than ever to require full tracking and tracing in every form of analogue and digital use and including every sub-licensee.

For example, this relates, but is not limited, to fields of use such as

- Class sets, schoolbooks
- Number of lot and postage substitutes
- Sales of translations abroad
- Number of press, review, or other promotional copies
- Loans in the digital lending programme in public libraries
- Borrowing or usage processes in commercial digital flat rate and share plans
- Usage and usage figures for text and data mining and machine learning
- B2B usage, e.g., streaming offers in trains, airlines, hotels, etc.
- In flat rate plans: number of subscribers, number of loans and purchases, net sales with transparent figures of discounts and hidden costs



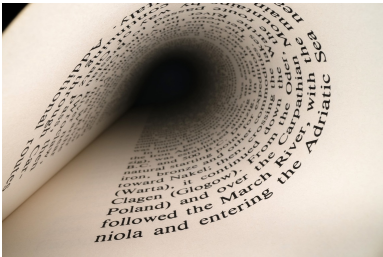
CONTRACTS UNDER THE CDSM DIRECTIVE 2019/790 TITLE IV, CHAPTER 3

ANALYSING THE IMPACT AND COMMON PRACTICES: ART. 20 - CONTRACT ADJUSTMENT MECHANISMS

The contract adjustment mechanism provided for in Art. 20 CDSM Directive entitles writers to demand additional, appropriate, and fair remuneration when the original remuneration turns out to be disproportionately low compared to the revenues generated (“bestseller-clause”); this is also to avoid total buy-out against a one-time lump-sum payment.

Almost no EU Member state specifies the steps a writer must take to receive additional remuneration. In particular, the lack of transparency in sublicensed or streamed works and the refusal of third parties to provide title-specific information, due to confidentiality clauses, make it difficult for the writer to prove that he/she has been underpaid. This is a Kafkaesque cycle that can only be resolved, for example, through collective remuneration rules, mutual transparency agreements, or with the help of legal action by authors' associations.

- *A positive finding is that **buy-out-contracts for fiction writers are not usual**, declared by 13 of 19 surveyed countries (68%).*
- ***32% of buy-outs are against a lump-sum**, e.g., for sublicensees as observed in Slovenia (translations) or the UK (audio books), or **within B2B sublicences** (used in entertainment packages of trains, airlines, hotels, reader circles, etc.) as observed in Germany, or with a total transfer of copyright (assignment), as happens in the UK.*
- *The respondents confirmed that **most buy-outs are attempted by non-reputable publishers** and often to debut authors, arguing that a book must be promoted, and the writers cannot expect to be paid for getting this exposure.*

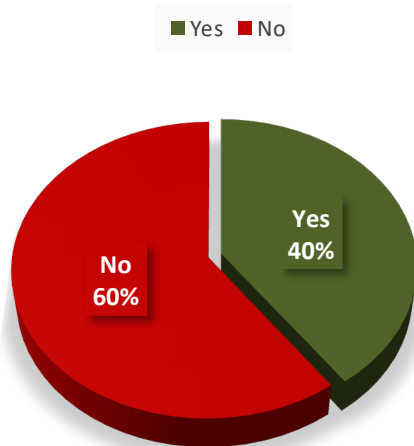


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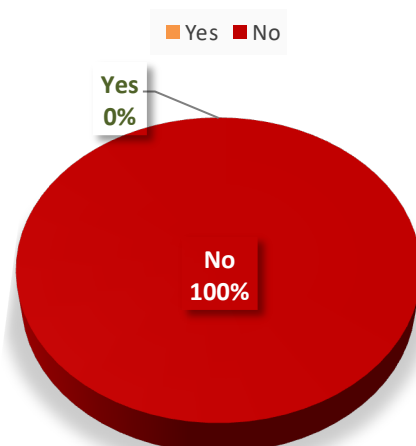
ANALYSING THE IMPACT AND COMMON PRACTICES: ON STANDARD CONTRACTS

More than half of the answers claim that there is no agreement between writers' organisations and publishers' organisations (57%). The eight countries which do have a standard contract, negotiated between authors' and publishers' association, believe it is not any longer satisfactory.

Do you have a standard contract?



Are you still happy with it?



*“We started new negotiations for the standard contracts because of fiscal changes, the implementation of the CDSM-Directive, and the **growing digital exploitation**. Often authors accept changes in the standard contract knowing it is not in their favour, to not risk being not published.”—*

BELGIUM

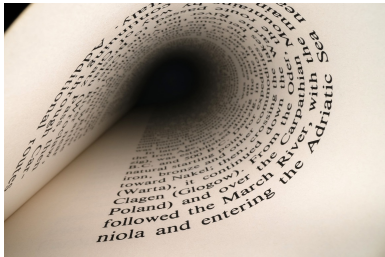
“Collective agreements have been cancelled in the period 2000-2010. However, we have a very constructive dialogue with the other organisations, both the other writer's union and the publishers.

We have managed to make a collective agreement on transparency with the Danish publishers already, defining how often and what to inform the authors, illustrators, and literary translators.”—

DENMARK

*“We have been **trying for a whole year to renegotiate** and revise the agreement we have with the main publishers' organisation in Catalonia, since the current one is from 2011, but we still have not because they are not interested in it at all. **We are looking for arbitration.**” —*

“We are planning new negotiations.” — SWITZERLAND



CONTRACTS UNDER THE CDSM DIRECTIVE 2019/790 TITLE IV, CHAPTER 3

ANALYSING THE IMPACT AND COMMON PRACTICES:

ART. 21 - ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

As the [EWC 2022 survey](#) showed, none of the 16 countries surveyed had put useful mediation protocols or alternative dispute entities in place to help authors better manage their rights or complaints. To date, May 2024, this situation remains. This also means that requests from authors' organisations to negotiate new or amended standard contracts are often not answered or are rejected by the negotiating partner, such as publishers' associations. Where there is no corresponding mediation centre or supervisory body, attempts to reach a mutual understanding under the legal provisions fail, as reported in Spain and Switzerland, for example.

- *Although pursuant to Art. 23 CDSM Directive, EU Member States are obliged to guarantee that provisions implementing transparency obligation, contract adjustment mechanisms, and alternative dispute resolution procedures are unwaivable.*
- *Here we see that the **European Commission** is clearly obligated to remind EU Member States of their duties.*

ART. 22 - REVERSION OF RIGHTS

On the one hand, the granting of primary and secondary rights is still very broad, and it is still difficult for fiction writers to negotiate and retain certain rights, like for translation, movie adaptation, or audio books. On the other hand, and concerning the CDSM Directive, it is disappointing that 36% of the EU, Non-EU, and EEA countries surveyed still don't have clear reversion rights legislation.

- ***None of the national legislation considers what digital use means in the context of the reversion of rights:** e.g., if an e-book is "on the market", writers in several countries cannot recall their rights, not even those to the print edition.*
- *In some countries, **reversion rights are only addressed by a clause in mutual agreements and standard contracts, or covered by rules of limited time periods, in which a work and its edition can be exploited (5-7 years in Switzerland, 2 years in Iceland for e-books only).***
- *Some respondents reported that **publishers have started to remove reversion clauses in contracts.***



THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

I. ON LEGAL TERRITORIES, BOOK PRICES, AGENTS – AND A GLIMPSE INTO BAD PRACTICES

I.1 AUTHORS' RIGHTS ./ . COPYRIGHT: ONE BOOK SECTOR WITH TWO AND HALF LEGAL FRAMEWORKS¹⁰ (AT LEAST)

EU, EEA and Non-EU states recognise a difference between 'authors' rights', 'copyright' and 'related rights'. International treaties like the Berne Convention and the EU law within at least four directives have established and fostered different protection regimes for different categories of authors. **Copyright and authors' rights are not synonymous** and represent different legal concepts as defined in the territories where the literary works are created and used. Authors' rights are a civil law concept found in most European nations and are mainly ruled under EU law and are attached to the author as person. Copyright, on the other hand, is a common law, attached to the work and applies in countries such as Ireland, the UK, and Cyprus. A few countries, like Malta, have a hybrid legal system of both copyright and authors' rights regimes.

Copyright is based on economic considerations and protects the work itself but foremost the companies who invest in intellectual property (publishers, producers) more than it protects the author of the work. In contrast, authors' rights protect the authors first and foremost, and include their moral rights. In contractual questions, both concepts differ. In authors' rights territories, contracts depend on a 'legislative' regulation, while in copyright territories, there is a 'contractual' regulation between the stakeholders and/or public entities.

Whether the practice is based on common or civil law does not appear to have much effect on contracts: Operating in an authors' rights ruled country it is not necessarily better, apart from the buy-out-practice, which is more common in copyright-ruled countries, such as the UK.

UNDER WHICH LEGAL FRAMEWORK DOES YOUR COUNTRY OPERATE:



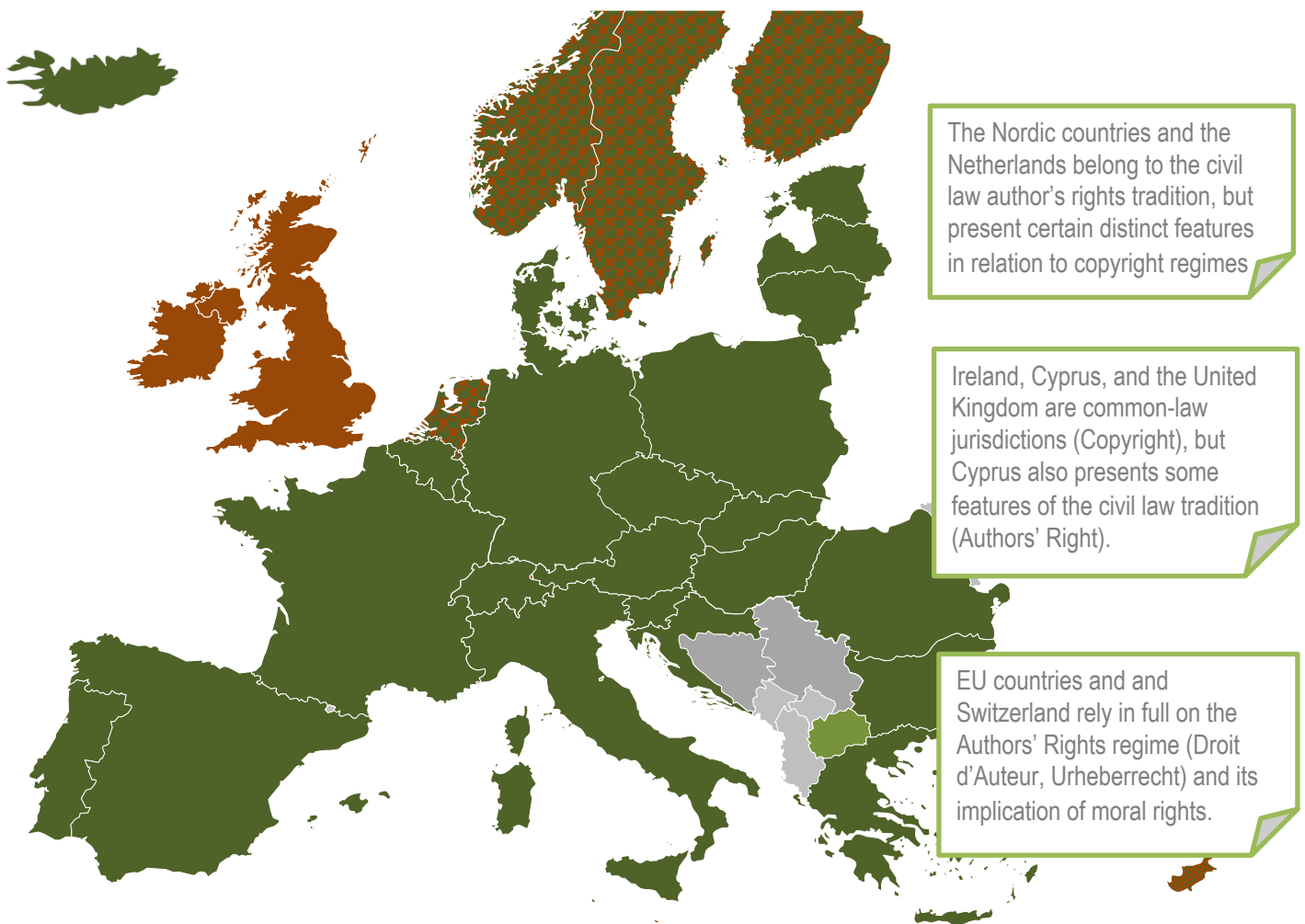
10: Copyright and authors' rights are not synonymous and represent different legal concepts as defined in the territories where the literary works are created and used. Authors' rights are a civil law concept found in most European nations and are mainly ruled under EU law and are attached to the author as person. Copyright, on the other hand, is a common law, attached to the work and applies in countries such as Ireland, the UK, and Cyprus. A few countries, like Malta, have a hybrid legal system of both copyright and authors' rights regimes. Copyright is based on economic considerations and protects the work itself but foremost the companies who invest in intellectual property (publishers, producers) more than it protects the author of the work. In contrast, authors' rights protect the authors first and foremost, and include their moral rights. Copyrights can be transferred to another person / company; authors rights are nontransferable.



THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

I.1 AUTHORS RIGHTS, COPYRIGHT OR HYBRID: THE EUROPEAN SECTOR IS STILL DIVERSE

Many civil law countries prefer to speak of ‘author’s rights’ instead of ‘copyright’. The codified system of authors’ right focus on the author, their economic interests, and their personal relationship to the work, including the right of integrity and moral rights. The uncodified common law “copyright” system that arises as a result of judicial decisions usually strengthens the work and the position of derivative rights holders and copyright industries, like publishers.



Maltese copyright law is essentially based on the common law tradition but combines it with authors’ rights codes.

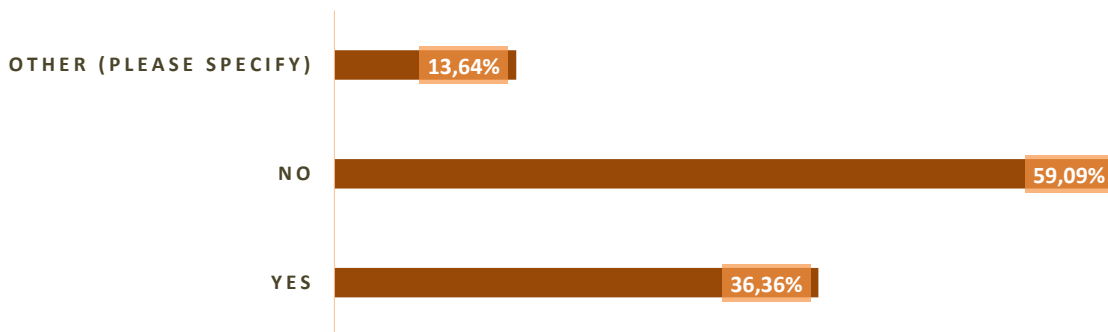


THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

I.2 FIXED BOOK PRICE: ESTABLISHED IN ONLY IN 40% OF 19 COUNTRIES SURVEYED

For the print format: 7 countries (4 AR and 3©) include a fixed book price within a legal provision or binding agreements: Belgium, France, Germany, Greece, Norway, Slovenia, and Spain.

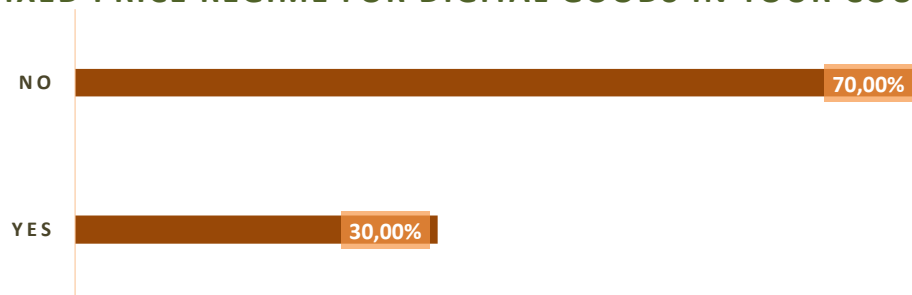
DO YOU HAVE FIXED BOOK PRICES IN YOUR COUNTRY?



Overall, in the European book sector, **12 countries have a fixed book price (FBP) framework for print books** laid down in the law or within volunteer binding sector agreements, including time-limited fixed prices for 6 months (Belgium, Slovenia), 1 or 2 years (Portugal, Norway) after day of publication: Austria, Belgium (limited), Croatia, France, Germany, Greece, Italy, Luxembourg (for domestic books only), Slovenia (limited), Spain, Portugal (18 months limited¹¹). Discounts for public libraries, schools, or fairs range from 10-20% allowed up to 50% for public entities.

For the digital format: In the European book sector, the following countries define a regime for fixed e-book sales prices within the sector: Belgium, France, Germany, Greece, Hungary, Norway (time-limited period), Slovenia, Spain, The Netherlands.

IS THERE A FIXED PRICE REGIME FOR DIGITAL GOODS IN YOUR COUNTRY?



11: https://europeanbooksellers.eu/system/files/2020-02/IPA%20Global%20Fixed%20Book%20Price_2020-02-20.pdf



THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

I.2 ABOLISHED FIXED BOOK PRICE IN EUROPE: HIGHER BOOK PRICES, LOWER NUMBERS OF BOOKSTORES

- *The UK abolished FBP at the end of the 1990s. **Since then, book sale prices have almost doubled, and the number of bookshops was cut in half.***
- *German-speaking Switzerland abolished FBP in 2007 (the French-speaking cantons abolished it at the beginning of the 1990s, and Italian-speaking ones never had an FBP). Hungary did so in 2007, Sweden in 1974, and Finland 1971.*
- ***Denmark wanted to restore the FBP in 2013, but the Minister of Culture rejected this.***
- *Poland is seeking FBP with the French system as role model.*

FIXED BOOK PRICE: STABLE BASIS FOR PROPORTIONATE REMUNERATION

- A fixed book price regulation **stabilises the foreseen remuneration** of the author. If sales prices are handled too flexibly or based on dynamic prices and net sales, the outcome of royalty shares is not calculable.
- A fixed book price regulation also **stabilises the prices** themselves and keeps them lower than in countries without fixed book prices.
- A fixed book price regulation **stabilises the diversity and variety of independent book shops.**
- The highest discounts are given only to public state institutions.



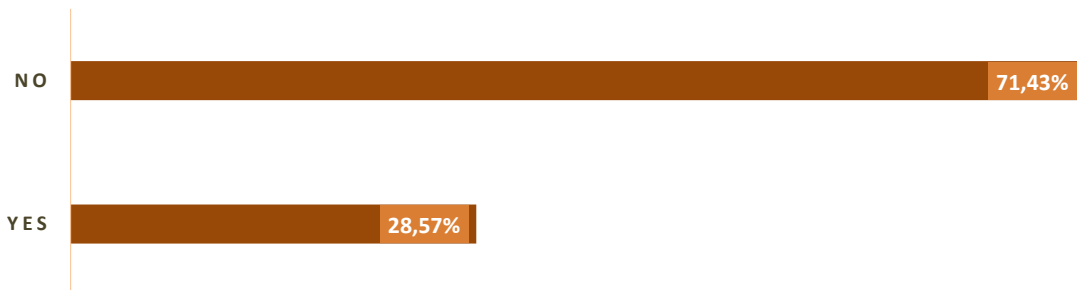


THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

I.3 AGENT REPRESENTATION: STILL NOT A COMMON PRACTICE

To be represented by a literary agency is still a very rare practice for fiction writers in the European sector. **Only 4 countries of the 19 surveyed confirmed that fiction writers negotiate via an agent: Germany, Sweden, Cyprus, and the UK.** It is necessary to distinguish between the uses of the term “agent.” While writers’ agents are present in the Anglo-American and Iberian territories, in France literary agents are co-agents or sub-agents, serving as intermediaries to foreign agencies or publishers. Both the appearance and evolution of the literary agent are tied to different notions of the protection of intellectual property.

DO AGENTS REPRESENT FICTION WRITERS IN YOUR COUNTRY IN A PROMINENT WAY ?



(Agents are) not (common) between Danish publishers and Danish authors. Some writers use agents for secondary rights or foreign rights.—DENMARK

We see agents only for famous writers. —FRANCE

Nearly 80% of mainstream fiction in large publishing houses is negotiated via an agent. Children book authors, translators, and nonfiction authors rarely have agents.—GERMANY

Only 8.9% of our members work with a literary agency. —SPAIN

Mainstream publishers usually only accept submissions from literary agents, 78% of respondents to the ALCS Authors Earnings Survey 2022 (all disciplines, not just fiction) reported not having used an agent in the past year.—UNITED KINGDOM



THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

I.4 A LOOK AT LONG TERM (NON OPTIMAL) HABITS

Unfortunately, it appears that some practices are still ongoing, as they were ten years ago, when EWC did the 2014 survey on contracts. **Almost all 19 countries surveyed did not change their contractual routines much after the CDSM Directive was adopted**, and contractual parties maintain their old long-term habits. Further issues have still not improved:

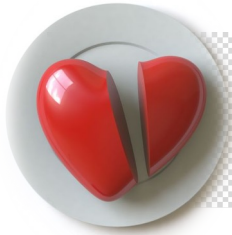
- “**Unknown uses**” are still popping up in contracts to be transferred by a fiction writer, although each primary and neighbouring right should be mentioned concretely within the agreements of granting rights. Only in Belgium does the law forbid “unknown uses” to be inserted into contracts.
- Many countries still have contractual terms **for the full length of intellectual property protection**, which leads to confusion between the duration of a contract and the duration of the protection of authors' rights. A contract is therefore valid for a period of over 100 years (the author's life + 70 years).
- Slovenia still allows publishers to grant rights to a third party under **buy-out practices**.

Clauses are very protective of publishers and the overall contract is unbalanced. —FRANCE

*Publishers rely on the “gratitude” business model. **Writers tend to be thankful if published and to ignore details in contracts, especially those that are not written down.** We need a model contract to be publicly available for writers. But competition law still forbids recommendations by associations. We need a change in EU competition law.—GERMANY*

STANDARD CONTRACTS: OUTDATED In six countries surveyed have standard contracts negotiated between publishers' and writers' representatives. Most of the respondents surveyed do not find these agreements to be advantageous for their members. The standard contracts are not adapted to digital developments or price trends, the former minimum standards have turned out to be disadvantageous, do not reflect current legislation or AI developments, nor do they establish a standard of payment that has evolved in the last 20 years. 87,5 % of organisations would like to negotiate new mutual and standard agreements.

TDM or AI MACHINE DEVELOPING: NOT TRANSFERRED In contracts prior to 2022 and, in rare instances in 2023, the rights to usage for machine learning (generative AI) or text and data mining (opt-out option under Art 4, 2019/790) are NOT declared; thus, publishers are not entitled to sub-licence these rights without consent by authors. The opt-out may nevertheless be applied to guarantee the protection of authors' interest and exclusive right.



THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

II. ALL RIGHTS! – OR ONLY SELECTED ONES? WHAT RIGHTS DO FICTION WRITERS TRANSFER?

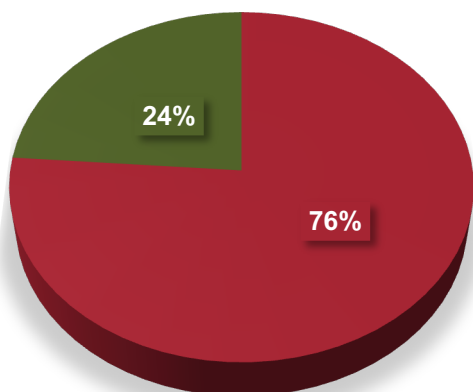
II.1 CONTRACT DURATION OF PRIMARY RIGHTS AND PRINT EDITIONS: 3 OF 4 CONTRACTS ARE VALID FOR OVER 100 YEARS

- Seventy-five percent of fiction writers still grant their rights for the full length of authors' rights or copyright legislation (**50 to 70 years after death = 100-120 years**).
- In Spain, Sweden, Belgium, Denmark, and Finland, it is more often possible, in Ireland only sometimes, to set the limit of the contract duration to 7, 10, 12, or 20 years, with the option for an extension upon mutual agreement, and, where applicable, an additional advance payment.
- E-books and audio books can find shorter terms when a limit on the duration of rights transfer can be negotiated (**2 years for digital-only-publications, 3-10 years for e-book editions**).

Whenever authors manage to negotiate a limited grant period, even though it is rare and most often only well-known fiction writers can do so, the practice is that the length becomes short (7, 10, 12, or 20 years for the contract, in some cases 5-7 years for translations or for e-book editions) in comparison to the 100+ years.

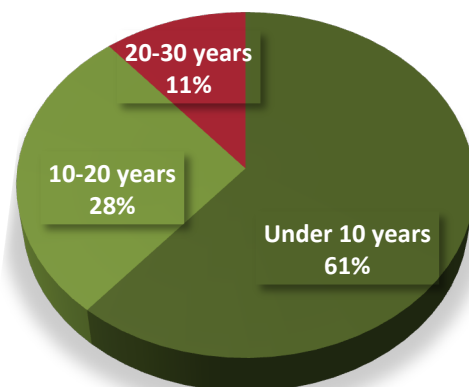
WHAT IS THE USUAL TIME LIMIT FOR THE TRANSFER OF RIGHTS?

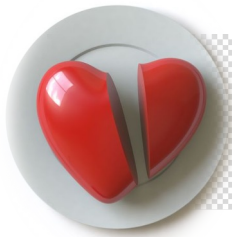
■ Full length of legislation ■ Limited



IF LIMITED, WHAT PERIODS ARE FREQUENT OR COMMON FOR PRIMARY RIGHTS?

■ Under 10 years ■ 10-20 years ■ 20-30 years





THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

II.1 CONTRACT DURATION OF PRINT, E-BOOK AND AUDIO: LONG TERMS ALSO FOR DIGITAL FORMATS



For the print format: 75% of respondents grant rights for +50/70 years after death; whenever negotiable, the limited length of granting primary rights is most often shortened to **7 years** (except for Germany, where it is between 12 and 20 years, and Slovenia, where 6 years are also common practice, but only if the duration can be negotiated).



For the E-book format: most answers show that, in 70% of cases, the length of the grant of right for the e-book format follows the length for the print format and if the e-book is a companion edition to the printed work. The shortest term is to be found in Iceland: 2 years. **E-book-only contracts** most often come with a length of 3 years, staggered to 10 years (3 – 5, 6 - 10). In several countries, though, e-book formats are not common, for example in Malta or North Macedonia.



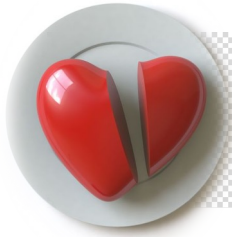
Audio books: often for the length of the main contract. Whenever limited and sublicensed, the term is diverse and ranges from under 3 years to a most often period of 3, 5, 7, or 10 years.

Audio Book rights: Usually full length of copyright, but potentially negotiable. —DENMARK

*Audio Books are still a relatively underdeveloped area in terms of rights transfer.
—NORTH MACEDONIA*

If part of the full deal, full term of copyright. If publisher sub-licences audio (home market or otherwise) usually 10 years. —UNITED KINGDOM

Audio Books Licences are granted in average 12 years. —GERMANY

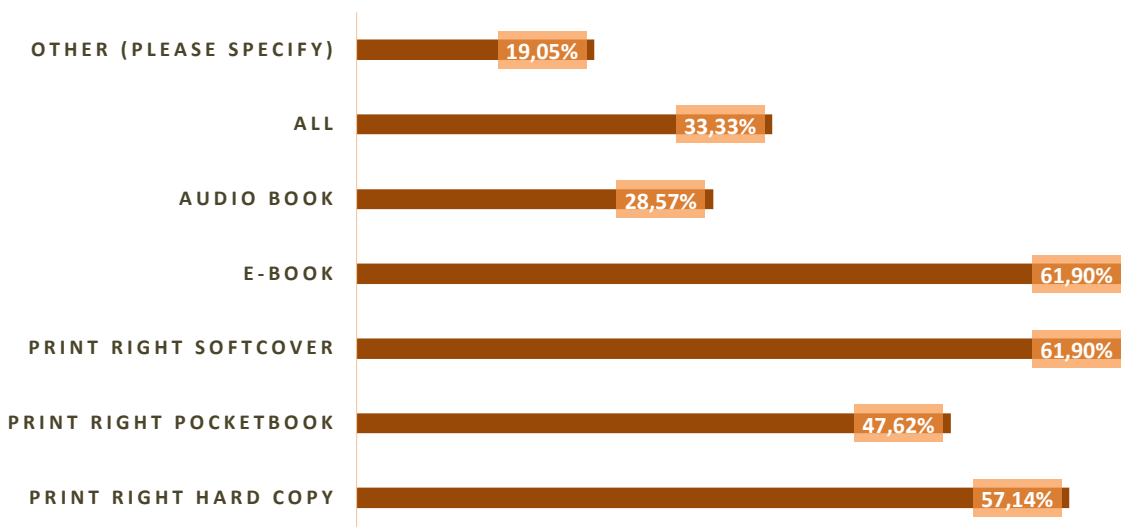


THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

II.2 WHICH PRIMARY RIGHTS ARE GRANTED?

A full grant is usual: Hardcover, paperback, and the full package of secondary rights, including e-books and audio books, even when the market does not cover hardcover or audio books. Overall, fiction writers can or try to negotiate in 75% of the cases, but selecting the rights to retain is not very flexible and even highly difficult in the Czech Republic, France, Greece, Malta, North Macedonia, and Portugal.

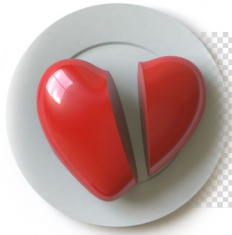
GRANT OF PRIMARY RIGHTS



- Sometimes are the rights to e-books (Spain, Cyprus, Malta), audio books (Norway, Malta) and translations (Germany) retained; in Sweden translation rights are very rarely granted in fiction contracts.
- **Translation rights are the most granted secondary rights** in 85% of fiction writers' contracts, even if translations are rarely sub-licensed.

The Czech market does not usually differ between different types of print editions.—CZECH REPUBLIC

With the rise of the audio book market, new audio book publishers emerge, and they are only interested in audio books and e-books, but sometimes "offer" the author the possibility to produce print on demand-books. However, to a low royalty rate.—SWEDEN



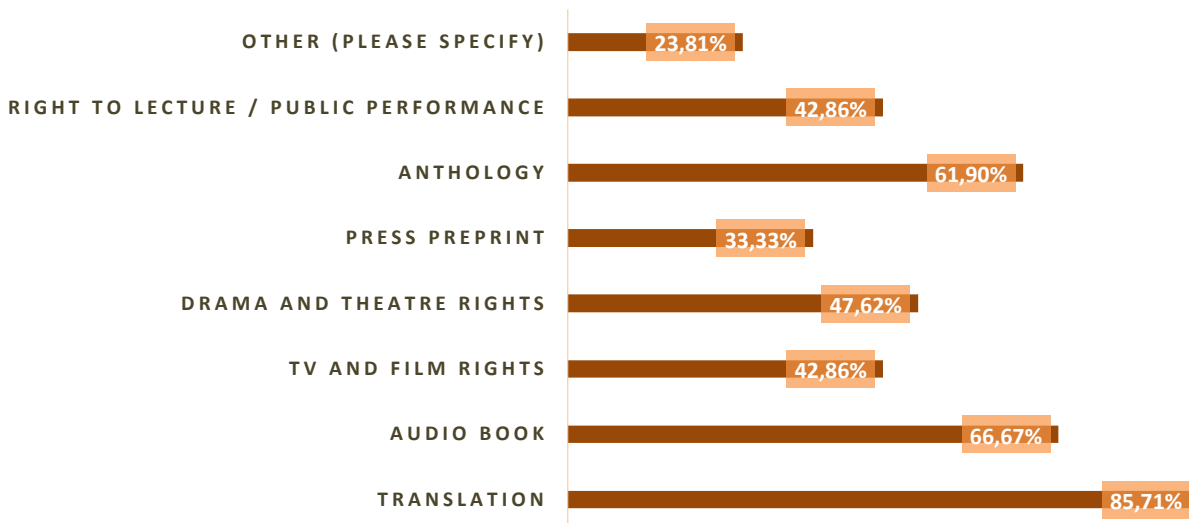
THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

II.3 WHICH SECONDARY RIGHTS ARE GRANTED?

“UNKNOWN USES”

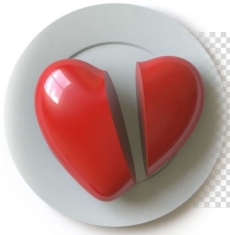
It is noticeable that demanding a grant of “unknown uses” in contracts is still dubious practice for up to 62% of all fiction writers in the surveyed 19 countries. Only 38% of the responding organisations confirmed that this no longer practiced. It is forbidden in Belgium, while still being common in Malta as well as in France, Germany, Switzerland, and the UK, or in some contracts but with educational writers.

GRANT OF SECONDARY RIGHTS



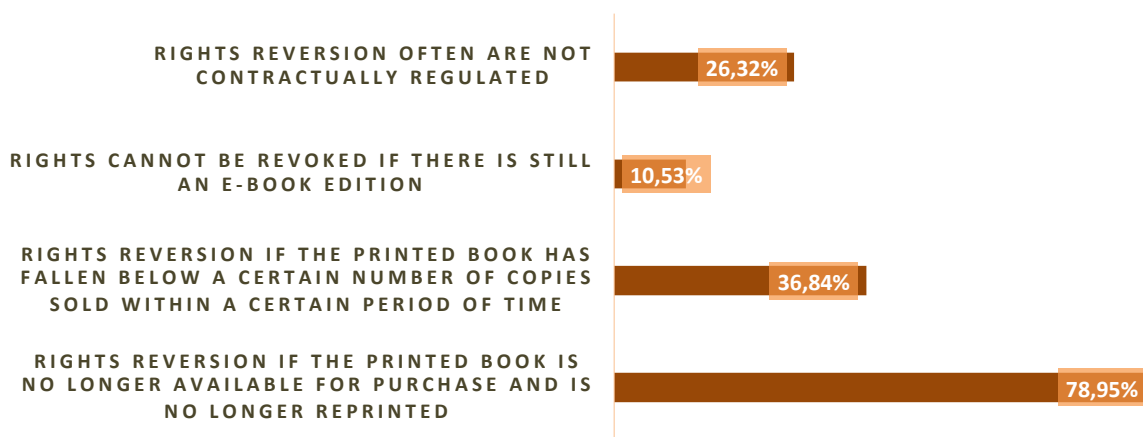
- Whenever negotiable, **TV and dramatic adaption, merchandising, or radio plays, remain with the author**, except for in France, where only merchandising rights can be retained. Digest and condensation rights, graphic novel rights or rights to reprint for visually impaired persons are also sometimes retained.
- Sixty-five percent of the countries surveyed state that audio book rights are also always / most often granted as secondary rights (13 countries) and 60% always / most often grant anthology rights.
- It was observed that mainly successful authors could retain selected rights, e.g, translation or audio book.

Podcasts turned up in our contracts last year. We had a successful dialogue with two major publishers regarding the terms.—DENMARK



THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

WHAT ARE THE CONTRACTUAL ARRANGEMENTS FOR RIGHTS REVOCATION?



II.4 ON RIGHTS REVERSION

In Switzerland, the reversion right for secondary rights is possible, when they have not been exploited for two years, and this condition is laid down in the contract. In Norway, a reversion is possible if e-book or print books sales fall under 100 copies. In Denmark and in France, the e-book rights do not automatically revert when the reversion is active for the print format. In Denmark, the term for the digital grant is negotiated between 5 to 7 years to avoid a reversion problem. One persistent failing of Irish publishing contracts is that they fail to address the existence of e-books or print-on-demand in their reversion clauses.

- Thirty-six percent of the 19 countries surveyed still don't have a clear reversion right provision.
- Most often, the reversion right exists either through the law or by the common practices and adjusted clauses in the book sector.
- The reversion is mainly possible when copies are no longer being sold or re-printed within 3-9 months. It is interesting to note that in 38% of the surveyed cases, reversion is possible and upon a writers' notice of termination when the sales drop below a certain number of copies within a certain period (e.g., 200 / 500 copies annually over two years for print or 500 downloads of e-books in one year).
- Often, if a book is still available by print on demand (POD) or as an e-book, the primary rights cannot or not easily be recalled.

„Our preferred wording is as follows: “If, at any time, the Work becomes unavailable in the home market, the Author may terminate unless it is reprinted within nine months from written notice by the Author. Should the work be available only as print-on-demand and/or in electronic form, provided the advance has earned out or more than [three] years have passed since first publication, the Author may terminate the agreement at any time on three months' notice. If the work, in all the publisher's own editions, has sold fewer than [xxx] copies in the previous [two accounting periods] the author can terminate the contract on three months' notice without prejudice to the publisher's right to sell off existing stock in accordance with the terms of the contract.”“—UNITED KINGDOM



THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

**III. LET'S TALK ABOUT MONEY
REMUNERATION & ROYALTIES (PRINT, DIGITAL)**

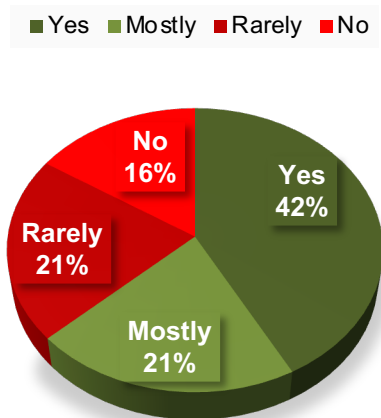
III.1 ADVANCED PAYMENTS

ONLY EVERY SECOND FICTION WRITER GETS AN ADVANCE PAYMENT

Book writers are not paid for their working time, research, quality, or number of pages. Only the use – sale, rental, licence, other use – generates a share for them. Accordingly, **advance payments are not a wage or salary for the labour done, but a pre-payment based on the potential success of the literary work.**

In small markets this can be zero or an amount of a few hundred euros; in larger markets it often depends not only on the fiction genre but above all also on the size of the publishing house. Small and medium-sized publishers rarely pay more than the lower 3 to 4-digit range (500 to 5,000 euros), while larger publishers can pay significantly higher advances based on their mix calculations and bestsellers, which can range from 25K to 100K for successful authors. However, these sums apply rarely and to a maximum of 12.5% of authors in the five largest markets (Germany, Spain, Italy, UK, and France).

**ARE ADVANCE PAYMENTS
COMMON FOR FICTION WRITERS?**



**ONE IN 2 FICTION WRITERS IN
THE EUROPEAN BOOK SECTOR
DOES NOT RECEIVE ANY
ADVANCE PAYMENT.**

Overall, the picture shows that only established mid-list as well as well-known fiction writers tend to get an advance payment in general. New and emerging fiction writers do not or only rarely get any advance.

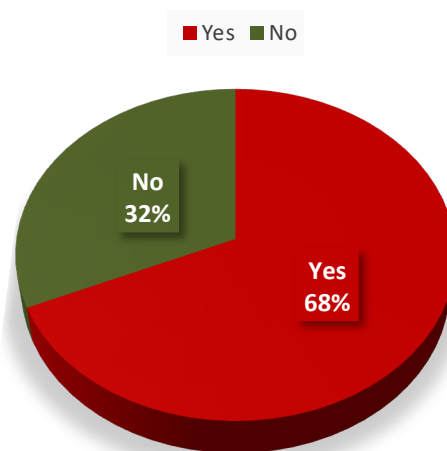


THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

III.1 ADVANCED PAYMENTS SOLD-OFF MODALITIES EVERY SECOND WRITER WAITS SEVERAL YEARS FOR A ROYALTY

The non-refundable advance payment is not a rule: only in 44.5% of the cases are any advance payments routine, which means that, overall, 55% of fiction writers do not or only rarely get any payment after signing the contract and must wait several years for the first royalty if one is paid at all.

DOES THE ADVANCE PAYMENT NEEDS TO BE RECOUPED (SOLD OFF) BEFORE THE WRITER IS PAID A PROPORTIONATE REMUNERATION?



- For 13 of 19 respondents, the advance payment for fiction writers **always needs to be sold off** before the proportionate remuneration is paid to the writer. In many markets, only one in two advance payments is “sold off” by sales turnover, which means, there will be no further remuneration for the author besides a small advance payment.
- In the UK, **fiction translators are sometimes offered a non-recoupable advance payment and additional royalties are paid directly with the first copy sold**; in many cases, this royalty share is cut off from the authors’ share.

Advanced payments are often only given after a first successful publication.—BELGIUM

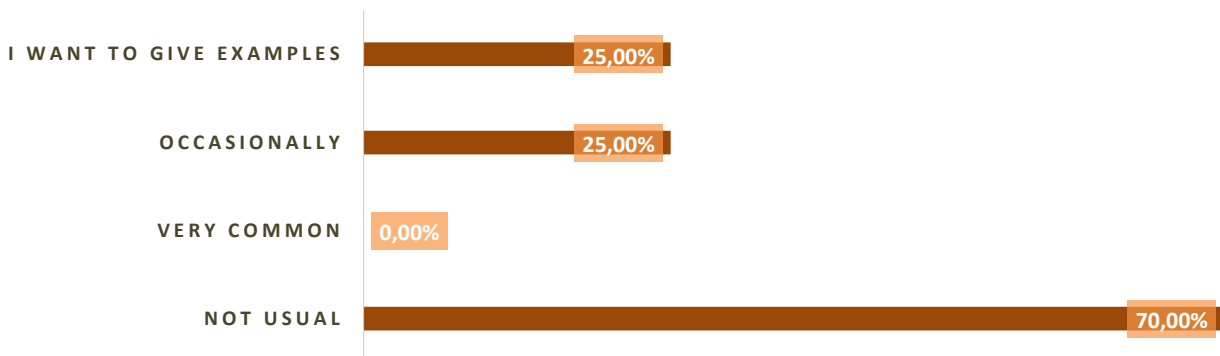


THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

**III.2 BUY-OUT PRACTICES
NON USUAL ANYMORE, BUT ...**

A positive finding is that buy-outs are not usual anymore, said 68% of responding countries, but are still practiced occasionally in some countries, e.g., for subsidiary works, when the author contributes only partially to a book (for example, in a children book, the writer only writes a couple of lines, the whole work being only full pages drawings or vice versa, in a young adult book, the illustrator only contributes two or three drawings to the whole 200-page book), such as in France and Denmark. In the UK, this can happen whenever there is a full assignment of rights, and Slovenia still has a grant of right from the publisher to a third party under buy-out-practices.

HOW COMMON ARE (TOTAL) BUY-OUT CONTRACTS?



Some have been offered these type of contracts, usually from smaller, non-reputable publishers. Authors have said yes because the sum seemed reasonable.—DENMARK

Non significant contributions are always paid with a buy out lump sum—FRANCE.



THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

III.3 PROPORTIONATE REMUNERATION AND ROYALTY SHARES CLAUSES ON PROPORTIONATE REMUNERATION ONLY APPEAR IN EVERY SECOND CONTRACT

In principle, writers receive proportionally the lowest share of the revenues of their own book, **between 4% and 8% of retail price**, depending on the form of publication, and are also not paid for their work. Clauses on a proportionate remuneration only in appear in contracts in ten of the 19 surveyed countries. There is no question here that there is a need to agree on the interpretation of the term *proportionate and appropriate*.

RETAIL PRICE OR NET REVENUE?

A precise differentiation must be made regarding the percentages of royalties: They can be calculated from **the retail bookstore price** – or from the **net publishing revenue**. Especially when it comes to books without fixed book prices, the second case applies. Net publishing revenues are retail prices minus discounts, commissions, ancillary costs, and hidden costs. Thus, for example, 28% of net proceeds may sound good, but result in an end result of 13% to 17% of the actual sale price of print books – and if this sale price is not tied to a fixed book price, but is flexible, as in “take 2, pay 1” promotional sales or sales below the recommended retail price, the royalty pay-out is rapidly reduced and is dynamically incalculable for the writer.

The discount demanded by many retailers is likely to be in the region of 52-62% (UK), 35-60% (Germany), and for electronic distribution, starting with 30% and rising to even 50%, which is cut off by the distributors from the sales price, and before the author gets anything.

DIGITAL DISTRIBUTION: ROYALTY CALCULATION IS OFTEN IMPOSSIBLE

This also applies to electronic sales and streaming of e-books and audio books, where almost entirely only shares of the net publishing revenue are calculated and no longer on end customer prices. Only four countries offer this option, and only for audio books as mp3 in physical format. This is largely due to the emergence of all-inclusive subscription models, shared and pool-based revenue models (Spotify, StoryTel, Amazon Kindle Unlimited...), which either do not provide title-specific documentation or whose consumption models are based on pages read or minutes listened to of a streamed audiobook.

*Often, the respondents observed **all-inclusive licences**, especially in **e-lending** systems: against a one-time lump sum payment, the purchase as well as the loans or streaming usage are incorporated into a one-time payment instead of a proportionate payment per use.*

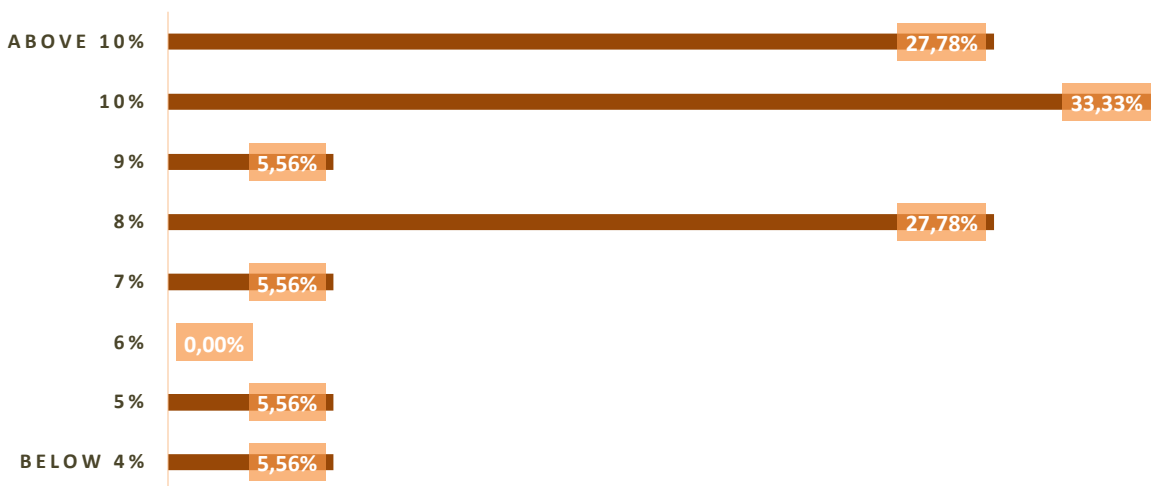


THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

**III.4 PROPORTIONATE REMUNERATION AND ROYALTY SHARES
HARDCOVER ROYALTIES**

Among the 575,000 million titles published annually in the European book sector, the vast majority are fiction works. However, the hardcover editions are not the upfront sellers in all markets, also depending on the paper price and diversity of publishing houses – for instance, markets like North Macedonia do not have many hardcover editions, while other like Greece prefer to produce hardcover.

WHAT IS THE AVERAGE ROYALTY ON THE RETAIL PRICE (FIRST EDITION, HARD COVER COPY)?



- *Most of the countries have clauses related to a proportionate remuneration in the legal provisions, but not all of them have this reflected in contracts.*
- *The average rate is usually an 8% royalty on the retail book price before taxes for the hardcover edition of a fiction work in most of the countries with FBP.*
- *Below this average of 8% for the hardcover fiction edition in FBP countries as the most common practice, you can find royalties starting quite lower; e.g., in the **Czech Republic (7%), Cyprus (5%), and North Macedonia (under 4%).***
- *Above this average of 8%, an average royalty share of 10% on the sales price minus VAT is also common for hardcover editions in Belgium, Germany, Greece, Portugal, and Switzerland. Sweden starts with a 28% share, but on the publishers' net income.*



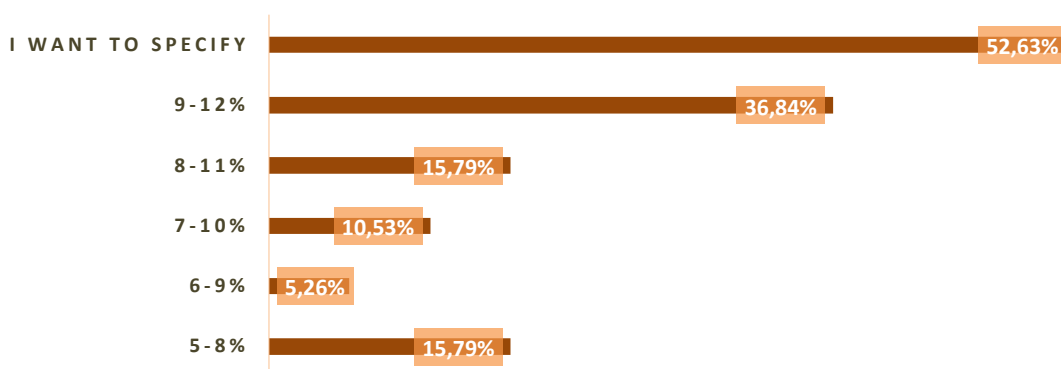
THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

III.4 PROPORTIONATE REMUNERATION AND ROYALTY SHARES HARDCOVER STAGGERING ROYALTIES

The staggering of royalties from the retail price, rising with the number of copies sold, is for one third of fiction writers a usual share scheme for a hardcover print edition. “Jumps” are indeed different, e.g., In Belgium starting with 12,5 % for 4001 - 10.000 copies, and 15 % more then 10.000 copies, whereas in Germany the royalty rises from 12% to 13% only when 50.001 or 100.001 copies are sold. In Slovenia, staggered royalties are not common.

- 5% to 8% in 1-digit increments (Portugal, Iceland)
- 6% to 9% or 7% to 10% (France, Cyprus, Portugal, Czech Republic)
- 9% to 12% in 1-digit increments (Portugal, Germany, France, Spain, Belgium, Ireland, UK)
- Switzerland can go up to 15% in royalty shares for hardcover editions, Denmark up to 20%.
- In Norway, the initial percentage gets an additional 2%.

HARDCOVER AND ROYALTY STAGGERING



ROYALTY SHARE FROM NET REVENUES / NON FIXED BOOK PRICES

- **Sweden** saw 28%-33% staggered as the royalty share of the publishers' net income, and the UK found more and more rates based on the “publishers' net receipt” instead of the sales price.
- **Finland** recommends 21-26% of the publisher's net sales. Staggering is not common, but if it does take place, this in increments of + 2-5%.
- **Iceland** goes up to 23% but on the wholesale price, before the bookstore sets its own price, as Iceland does not have any fixed book price legislation.



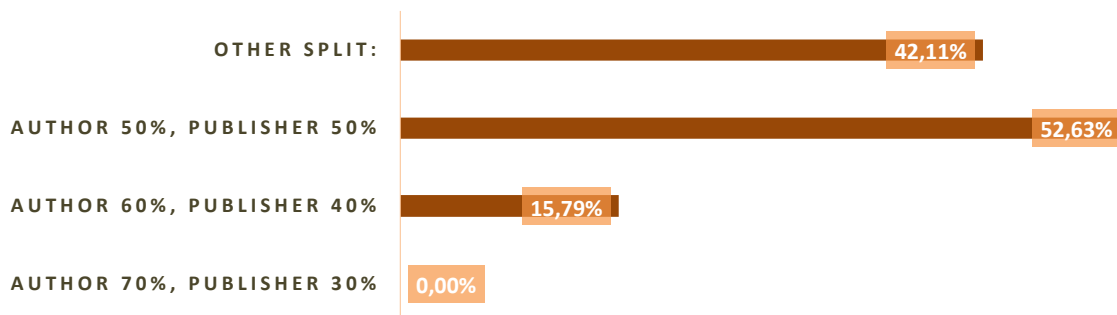
THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

**III.5 PROPORTIONATE REMUNERATION AND ROYALTY SHARES
SECONDARY RIGHT SPLIT OF SUB-LICENSING REVENUE**

Most often (84%), the main publisher also publishes a paperback / pocketbook edition, but sublicense audio book or other rights. But what are the usual shares in the distribution of essential secondary rights in the case of licensing to a 3rd party (further publisher, audio book publisher, translations, another sub-licensor)? The respondents submitted a variety of possible options, **with a most common split of 50:50.**

- **Translation:** 70:30 (authors:publisher) for translation rights are most common, but in smaller markets the split for translation revenues starts with 50:50 and does not exceed 60:40
- Only bestselling fiction writers can negotiate a split of 80:20 for translation revenues; in Finland and Denmark the recommendation is a split of 75:25
- TV and dramatisation rights, starting with 50:50 and up to 80:20
- Audio, quotation, serial, reading rights: most often 50:50, rarely 60:40

WHAT ARE THE USUAL SHARES IN THE DISTRIBUTION OF ESSENTIAL SECONDARY RIGHTS IN THE CASE OF LICENSING TO A 3RD PARTY?



- Authors' organisations and their advocates are beginning to see clauses like: "*minus deduction of publisher's expenses*" in the negotiation of splits in sub-licensing, for example to marketing, lawyers, or subagents, which will go to the cost of the writer and reduce their share of the splits.
- In Slovenia, it is observed that sub-licenses are given away against a one-time lump-sum, which tends to be like a total buy-out, and leads to no documentation of usage, which makes an adjustment of contracts and additional and proportionate payments impossible.

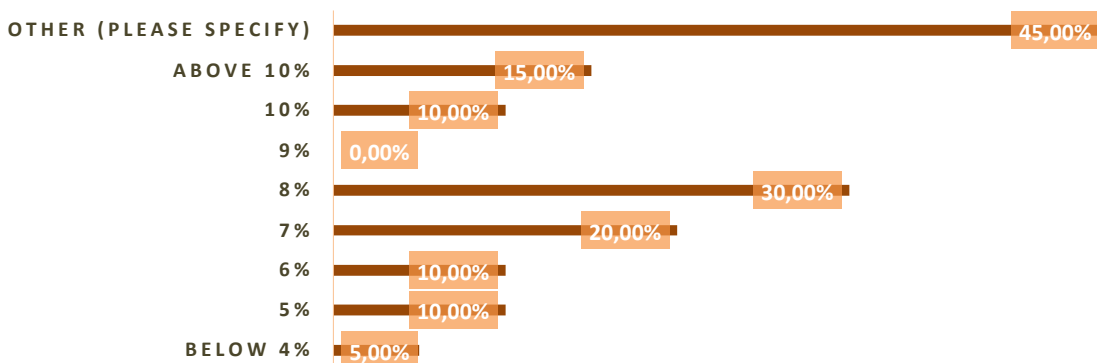


THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

III.6 PROPORTIONATE REMUNERATION AND ROYALTY SHARES PAPERBACK / POCKETBOOKS ROYALTIES

Mass-market paperbacks, trade paperbacks, in the form of higher quality brochures with “French flaps”, softcover and pocketbooks can be a follow-up edition of a hardcover copy, especially in larger markets, and brought to the market between 7-24 months after the publication of a hardcover. Paperbacks reach more sales points, e.g., in airports, railway stations, supermarkets, drugstores, or newsstands, and provide a less expensive alternative for the reader. Several fiction genres tend to also be produced as paperbacks or pocketbooks only, such as young adult fiction, romance, thrillers, mysteries, true crime, and popular history.

WHAT IS THE AVERAGE ROYALTY ON THE RETAIL PRICE (FIRST EDITION, PAPERBACK)?



Pocket book rights and publishing of the follow-up softcover of a former hardcover publication are usually managed by the primary publisher (84%): the production stays “in house”.

- The **most common royalty rate is 8% of the retail price minus VAT** for one third of fiction writers.
- It ranges from below 4% (North Macedonia) to 5-7 % (Denmark, Germany, Portugal, Czech Republic), 8% (UK, Ireland, Slovenia, Switzerland), to more than 10% (Cyprus, Greece) on the net retail price.
- In countries with royalties from **net revenues**, the shares for pocketbook editions can start from 10-12% of the publishers’ net sales price (Finland) and move up to 21% on the wholesale price (Iceland).
- In some countries with a **moving time wall** from fixed price to flexible price, the royalty share can also differ after a period of six or 12 months or, after 15K copies sold, from 10% to 12.5% (Norway)
- Belgium, France, and Switzerland having mainly paperback rights exploited by a sub-publishers, which leads to the effect that the writers only get 50-60% of the revenues they normally would get.
- “Cheap editions”– book club editions, large quantity editions – start with a 3% to max. 5% royalty share.

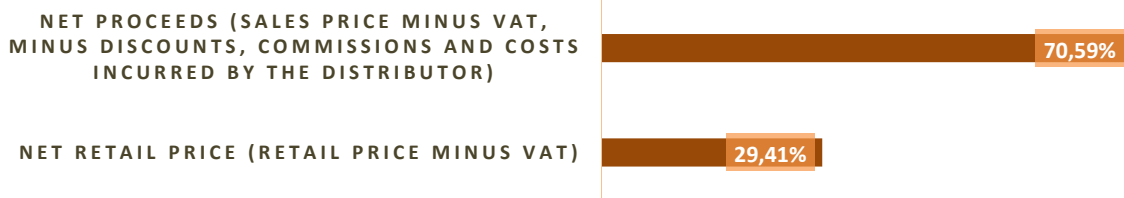


THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

**III.7 PROPORTIONATE REMUNERATION AND ROYALTY SHARES
E-BOOKS AND AUDIO BOOKS: ROYALTIES BASED ON NET REVENUES**

Although in the overall **European market**¹², the format sales strongly favoured print in 2022, which accounted for 84.8% of sales, **and with digital books coming in at 12.6%** and audio at just 2.5%, there is a tendency that subscription models and e-lending practices by public libraries as well as commercial flat-rate providers, cannibalise the sales markets, as the FEP reported in 2023, quote: *A firm shift in the Nordic countries of Denmark, Norway, Sweden, and Finland towards digital is primarily fuelled by digital subscription services, such as Storytel and BookBeat, which are largely focused on audio books. In the Nordics, the subscription services have appeared to be cannibalising physical sales of audio books.*

EBOOKS AND ROYALTY: FROM WHICH AMOUNT ARE THE E-BOOK ROYALTIES CALCULATED:



The authors' remuneration for the e-book – provided there is an e-book market – is calculated mostly from the net proceeds (i.e., sales price minus VAT, minus discounts, commissions, and costs incurred by the distributor), as 68% of the respondents confirmed.

Only 4 countries confirmed that e-book royalties can be based on the retail price (minus VAT): Belgium, France, Czech Republic, and Slovenia.

- Most common royalties **on digital net revenues for e-books are 20-25%** in FBP countries.
- In non FBP-countries it is often the same as the print book shares, e.g., 28%-30% (Sweden).
- Within the field of digital-only-publications, this can sometimes be staggered: 25% to 35% to 50%.
- Rarely, the e-book royalty is 10% of net proceeds.

12: <https://www.publishersweekly.com/pw/by-topic/international/international-book-news/article/92594-mixed-book-sales-trends-in-europe.html>



THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

III.7 PROPORTIONATE REMUNERATION AND ROYALTY SHARES PROBLEMATIC CONFIDENTIAL CLAUSES BY DIGITAL MONOPOLIES

The most established and partly monopolistic platforms acting in the European sector for e-book and audio book distribution are Amazon, Audible, Bol.com, StoryTel, Saxo.com, BookBeat, eReolen (public library service), OverDrive, Divibib (public libraries), Tolino, JukeBooks, Biblios (Beletrina Publishing), Publizon, Mofibo, Nextory, Inläsningstjänst. **A worrying majority (88%) of respondents claim that writers are not informed about the discount demands of these strong distributors. Discounts can range between 30-55% for e-books.** Accordingly, the author does not know in advance how much he will receive in the end.

AUDIO BOOKS: PER-HOUR ROYALTY AND POOL BASED REVENUES

More and more audiobook providers have switched to accounting based on the minutes/hours listened to instead of the total price of an audiobook. This is often based on a pool - subscription price revenue divided by the total hours listened to of all audiobooks offered - which makes this revenue volatile and difficult to track. Audiobook publishers and authors carry the risk of these shared revenue models.

- Most common royalties on digital net revenues **for audio books are 20-25%**.
- In best cases, the audio book share (net revenue) can reach 40% (Denmark).
- For audio book sold as a **physical format**, like mp3 CD in Cyprus, Germany, Denmark, and Switzerland, shares of 7% to 15% are common.
- **Norway has fixed-fee schemes for audio book revenues, such as 1 euro per stream or download, or a fixed fee per 30-minute track.**
- Germany also has a special option with BookBeat, where the audio publisher can gain between **15 cents to 35 cents per one hour of listening**, again split between the main publisher and the author: most commonly 60:40 author:publisher. Still, in Germany a lot of audio book publishers not only have fixed fee schemes but also shared revenue and pool-based schemes without a fixed fee system.
- A worrying trend is when a **translation** goes into digital distribution of an audio book edition abroad and not in their home country. The royalty for the writer may be set to 5% with a foreign audio book publisher, but **can fall to 1%** with splits, discounts, and other hidden costs.



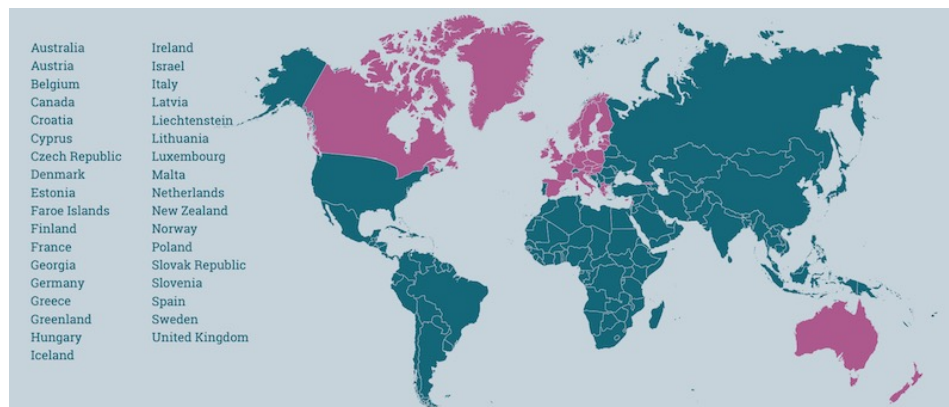
THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

III.8 PROPORTIONATE REMUNERATION AND ROYALTY SHARES PLR: REMUNERATION FOR LOANS IN PUBLIC LIBRARIES

The Public Lending Right (PLR) is the right of authors and other rights holders to receive payment for the free public use of their works in libraries, funded by the state. According to the IFLA Library Map, there are 2.6 million libraries worldwide making at least 9,350 million loans every year, and it is only fair that the author of the work should be remunerated.

The existing national PLR systems fall into three broad categories:

- Copyright-based systems where lending is an exclusive right (e.g., Italy, Spain ...) of authors;
- PLR as a separate remuneration right to authors recognised in law (e.g., Germany, Sweden...);
- PLR as part of state support for culture (e.g., Denmark).



PLR is an author's right and is covered by World Intellectual Property Organisation (WIPO) international treaties. Learn more [here](#). [Thirty-five countries](#) in the world already have PLR in their legislation, although the systems have not been fully implemented. For the 27 members of the EU, PLR was made the subject of a Directive and is a legal requirement under the Rental and Lending Right Directive (Directive 2006/115/EC). The Directive (first passed in 1992 and reconstituted in 2006) gives writers and other right holders an exclusive right to authorise or prohibit the lending of their works by libraries. Member states, however, may derogate from an exclusive right provided that they remunerate authors for the loan of their works. EU members must include public libraries in their PLR schemes. **Three EU Member States have not installed PLR since 1992/2006: Bulgaria, Romania, and Portugal, where authors still not get any cent for the loans of their works.** Greece is on its way to full implementation in 2024. Non-EU-country Switzerland has a "renting right". The [WIPO PLR Scoping Study](#) by Sabine Richly provides global insights.



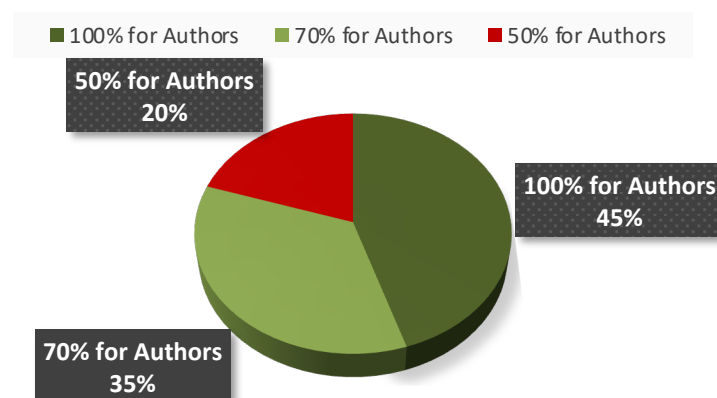
THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

III.8 PROPORTIONATE REMUNERATION AND ROYALTY SHARES PLR AND SPLITS WITH PUBLISHERS

THE SURVEY RESPONDENTS REPORTED ON THE SPLIT BETWEEN AUTHORS AND PUBLISHERS WHERE APPLICABLE:

- Seven EU, Non-EU, and EEA countries surveyed reported a 100% share for fiction authors (Finland, Ireland, Iceland, Norway, UK, Spain, Sweden).
- In the case of Denmark, 100% of library money goes to fiction authors, as it comes out of a cultural fund via the Ministry of Culture.
- Common is 70% from PLR remuneration to authors, and 30% to publishers (in Belgium, Czech Republic, Germany (70% for fiction; scientific authors get 50%), Switzerland (from bilateral agreements)).
- Three countries reported a 50-50% split of between writers and publishers (France, Cyprus, Sweden: 50:50-split only for educational writers and educational publishers. Fiction: 100%).
- Greece is still in negotiations on the split.

Split of PLR Royalties between authors and publishers



“Library money” is sometimes not paid to individual authors, but to authors’ associations to foster their organisation, and partly into scholarships or promotional grants (Norway, Finland), retirement plans and social aid (France, Germany). The rates “per loan” differ a lot within the Member States (cumulative 2 cents to 99 cents), with a clear tendency that the shares for authors are broadly very low, most often due to the massively cut-down budgets for library-loans within the States’ PLR and general educational budgets.



THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

III.9 PROPORTIONATE REMUNERATION AND ROYALTY SHARES E-LENDING IN PUBLIC LIBRARIES: LOW KEY REVENUE STREAM

Twelve countries reported in this survey on e-lending licences for fiction works for public libraries in their countries. **E-book lending means, practically and legally, providing access to already purchased (licensed) downloads or streamed e-books on a time-limited basis.** Within the European sector, e-lending is based on volunteer licensing and contracts, in no EU country the lending right is extended within a legal exception to cover e-loans – although e-lending can be integrated in PLR payments, as it happens in Ireland or Finland. In principle, a licensing fee including a share to authors (writers, translators, illustrators) should be paid by libraries. Public libraries that wish to lend books in a digital format (e-books or audiobooks), do so under contractual terms, most often via an aggregator (independent operator, who claims discounts and negotiates licences in both directions: publishers, and libraries), e.g., Divibib, Overdrive, eReolen (as in Germany, Sweden...); or a National (Digital) Library (Netherlands, Finland...) directly, or a consortium of publishers and booksellers, funded by the State (France: Prêt Numérique en Bibliothèque (PNB)).

ECONOMIC IMPACT OF FEE-FREE E-LENDING ON PRIMARY MARKETS AND WRITERS INCOME – AND THE LACK OF TRANSPARENCY

Licenses for e-lending vary across Europe; they range from purchase plus loan payment, to re-purchase of a license after six loans (Norway), to a flat-rate lump sum of purchase price, in which loans of 24/48/unlimited are already included and loans in fact are not remunerated. **In Germany, every second e-book (46%) consumed is lent out by public libraries;** but the licensing revenue represents less than 6% of the overall turnover for e-books – which lowers accordingly the digital revenues for authors significantly. Side effect is: the fee-free e-lending via public libraries is used by “smart shoppers” with higher income and education, as a GfK-Study in 2019 showed. In this way, e-lending is cannibalising the electronic and the print market – or shut the digital market down, as observed in nordic countries. Some better practice examples are The Netherlands and Denmark, where e-lending is funded by the State within a significant budget increase.

Due to the flexible national implementation of the Directive 2019/790 (EU) on Copyright in the Digital Single Market, which does not obligate third-party partners including public libraries, or sublicensees such as e-lending aggregators, to provide information automatically, leads to large gaps in the accounting on digital exploitation and title specific documentation of each use in public libraries. The number of digital loans is not reported in 80% of countries with a digital lending system. This leads to an opaque situation.

→ In the course of 2024, the EWC will present its E-Lending Report for the European sector with insights, best practice as well as recommendations for a decent and fair future of e-reading.



THE EVALUATION: FACTS & FIGURES OF THE CONTRACTUAL SITUATION OF FICTION WRITERS IN THE EUROPEAN BOOK SECTOR (EU, NON-EU, EEA)

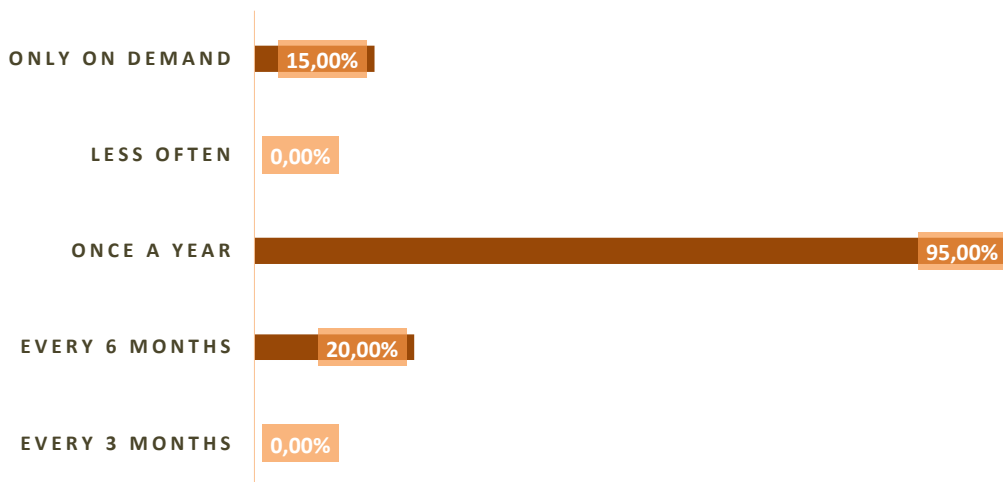
IV. FINANCIAL STATEMENTS & TRANSPARENCY: ACCOUNTING AND DOCUMENTATION NEED IMPROVEMENT

IV.1 ACCOUNTING PERIODS

Authors receive financial statements once a year, most of the time (95%), according to the survey respondents. Better practices are reported for Sweden, Portugal, Denmark, and Germany (for successful authors or done by large publishing groups): here, the common routine is often two statements per year (March and September for the periods until 30/6 and 31/12), followed by once a year (March for the period until 31/12). France should also soon follow for two statements per year.

Most of the sales of (print) books still take place in bookshops, followed by the growing distribution through online bookshops¹³. But some countries reported, they do not even get the full transparent sales figures of their national territory and their titles, which leads to sold books without financial shares for the writer.

HOW OFTEN DO FICTION WRITERS RECEIVE A ROYALTY STATEMENT?



Financial statements are given to authors “only on demand” in 3 of 19 reporting countries: Cyprus, Greece, North Macedonia.

13: <https://wordrated.com/book-publishing-in-europe/>

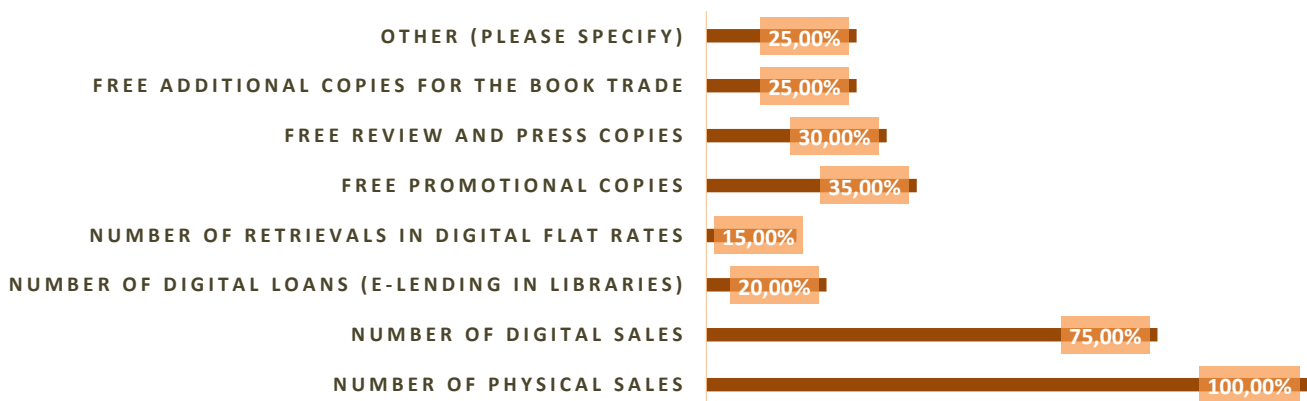


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IV. FINANCIAL STATEMENTS & TRANSPARENCY: ACCOUNTING AND DOCUMENTATION NEED IMPROVEMENT

IV.2 DATA GAPS

WHICH TYPES OF USE ARE LISTED IN THE STATEMENT?



MOST OF THE RESPONDENTS CLAIM THAT INFORMATION IS MISSING ON:

- Fifty percent still don't track all translation uses for sales as well as for all digital distributions.
- **More than 60% miss other types of information such as the number of digital sales (25%), the number of digital loans (up to 80%), the number of retrievals in digital flat rates or subscription models (85%), the number of free promotional copies (65%).**
- Some rising uses still do not appear at all on the financial statements, such as the use for abridged or summarised digest editions, **for text and data mining (TDM), for generative AI developing (GAI)**, for calendars, anthologies, or other minor uses (63%).
- Some statements still have only approximations instead of specific documentation (for example: uniting different uses into one labelling, "electronic distributions"), and creating confusion (free promotional copies, free review and press copies, free additional copies for the book trade, all mixed in one mention).
- Statements for foreign and translated editions are only to be expected with a delay of 2 to 3 years, sometimes also due to the late processing of foreign publishers, or even tax institutions, as the paperwork for double taxation agreements are delayed within the national fiscal authorities.



CONCLUSION: TRANSPARENCY IS THE NECESSARY COMMITMENT TO FAIRNESS

BY NINA GEORGE, PRESIDENT OF HONOR OF THE EUROPEAN WRITERS' COUNCIL

The value chain always begins with the writer and their original manuscript, without which there can be no publication. Numerous people employed or commissioned by producers and publishers benefit from the refinement and production of a manuscript into a book.

In contrast to a writer, the employees and subcontractors receive fixed salaries or performance-related fees, while the writer never gets paid for his or her labour. The writer only receives a financial share of the usage-related revenues – as this survey showed, between 5% and 8% of the sales price for pocketbook editions and between 8% and 10% for hardcovers. And before taxes, by the way. There has been no increase in the royalty share for decades, as if 10% were a magical hurdle.

If you look at the increasing discount demands of retailers and book shops (35% to 60%), especially the increasingly dominant large online retailers, you must ask: **Why are the writers still at the end of the turnover profit, while nothing would be possible to earn without them?**

Every author has the right to appropriate and proportionate remuneration when their work is exploited. This fair code of is already being undermined, as every second fiction writer in the European sector does not even receive an advance payment – or needs to run after the needed figures to re-negotiate, as most countries did not oblige sublicensees or digital providers to report in full transparency on the use of works. Here, a total undefined “administrative burden” is played off against the legitimate interests of a writer.

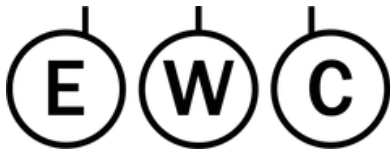
But transparency is the needed commitment to fairness. It needs to be improved in the whole sector and especially in the cross-border usage and circulation of books via translations, as well as in the digital environment and towards streaming intermediaries, commercial ones like Amazon, Audible, StoryTel, and Spotify, as well as non-commercial ones, like public libraries.

While most contractual principles have been in place for over ten decades in some cases, the global publishing landscape has evolved dramatically since the late 1990s. Currently, there are many needs for adaptation in contracts, particularly on audio and e-book subscriptions and streaming transparency as well as proportionate and appropriate remuneration, which needs to make transparent all the discounts the elements of the book chain, as well as streaming intermediaries demand; on artificial intelligence (AI) related to TDM and algorithm programming for generative AI systems, just to mention the major issues that have been triggered by technological developments.

Many authors who find themselves alone with a contractual counterpart have neither the knowledge, nor sometimes the courage, to articulate their legitimate interests in such a way that the best mutual agreement can be reached to make the most of the work of both parties. It would be highly desirable if associations were given the right to give recommendations on contracts and remuneration in public. **Even though the CDSM Directive mentions collective bargaining seven times as an instrument for the protection of individual authors, EU and national competition laws have not followed suit and have not harmonised the right of associations to inform their members to the necessary extent.**

Accordingly, this report can serve to recognise gaps at both the European and national levels, identify best practices, and initiate the necessary debates to truly protect and nurture the future of the book sector: for this still lies entirely in the minds of authors. Let's foster them.


Nina George

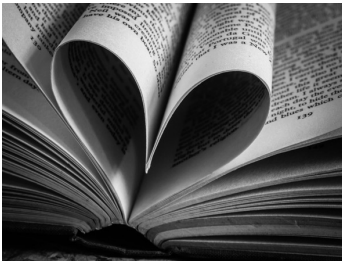


RECOMMENDATIONS

TEN REMARKS BY THE EUROPEAN WRITERS' COUNCIL (EWC)

NEEDED IMPROVEMENT IN LEGAL PROVISIONS AND BILATERAL RELATIONS

- (1) **To define appropriate and proportionate** remuneration concretely and make sure theory becomes practice.
- (2) **To improve the transparency** of every use of a book work two times annually, including figures of print copies and sales figures, especially in the digital environment, and therefore clarify in the legal provisions that third-party licensees are obligated to submit full transparency of usage, which includes state institutions and their intermediaries as well as national and international streaming providers, and B2B licensees.
- (3) **To improve the enforcement of national obligations and EU law** on transparency obligations and proportionate remuneration towards national as well as non-EU companies of streaming providers and digital distribution intermediaries.
- (4) **To adjust competition law** to allow professional writers' associations to make a model contract or best clauses publicly available for writers, including to be allowed to recommended fees, e.g., for readings or figures for contract clauses.
- (5) **To speed up the full implementation** of the CDSM Directive where it is still missing, and to put sanctions on those EU Member States, who haven't yet got the PLR Directive in function.
- (6) **To implement** and clarify within legal provisions and laws an applicable **"use it or lose it"** reversion right.
- (7) **To define that "machine learning"** / using works for algorithm programming of generative AI, is a new usage and new and exclusive hitherto right.
- (8) **To have out-of-court protocols and mediation bodies** to accompany common remuneration rules, collective bargaining, negotiation of standard contracts and help writers enforcing their rights.
- (9) **To not create more exceptions and limitations** onto the writers' burden to fulfil states' mandates, especially not for remote education and digital access (e-lending). IP law restrictions are not the solution, but rather enhancing the budgets.
- (10) **To evaluate the positive effects of the fixed book price (FBP)** on writers' income and the whole sectoral environment – and book lovers, too.



ANNEX

PARTICIPANTS

23 Organisations from 19 Countries

- Belgium – Vlaamse Auteursvereniging
- Cyprus – Cyprus Writers' Union
- Czech Republic – Czech Writers Association (Asociace spisovatelů)
- Denmark – Danish Authors' Society
- Finland – The Union of Finnish Writers
- France – Syndicat National des Auteurs and Compositeurs together with Société des Gens de Lettres
- France – Association des Traducteurs de Langue Française
- France – La Scam
- Germany – Syndikat, German Language Crime Writers Association
- Germany – Verband deutscher Schriftstellerinnen und Schriftsteller (VS in ver.di)
- Greece – Hellenic Authors Society
- Iceland – Rithofundasamband Islands
- Ireland – Irish Writers Union
- Malta – Akkademja Tal-Malti
- North Macedonia – Association of Writers of Macedonia
- Norway – The Norwegian Authors Union
- Portugal – Sociedade Portuguesa de Autores
- Slovenia – Slovene Writers' Association
- Spain – Associació d'Escriptors en Llengua Catalana (AELC)
- Sweden – Sveriges Författarförbund (The Swedish Writers' Union)
- Sweden – Läromedelsförfattarna (Swedish Association of Academic Writers)
- Switzerland – A*dS Autrices et auteurs de Suisse
- United Kingdom – The Society of Authors

RELATED RESOURCES

- **C.R.E.A.T.O.R - fair contract terms** by The Society of Authors (UK)
<https://societyofauthors.org/Where-We-Stand/C-R-E-A-T-O-R-Campaign-for-Fair-Contracts>
- **Guidelines for fair translation contracts** by CEATL
<https://www.ceatl.eu/tools-of-the-trade/guidelines-for-fair-translations-contracts>
- **Model Trade Book Contract** by the U.S. Authors Guild:
<https://authorsguild.org/advocacy/fair-contracts/>



Survey period

29 March to 15 July 2023

Tool and analysis method:

Monkey Survey (Extra) ©2023-2024

Online query secured invitation link, full text analysis, qualitative and quantitative methods, case examples, individual interviews.

Imprint & credits

Concept and realisation: Maïa Bensimon (Vice President),
Nina George (Commissioner for Political Affairs, President of Honor)

Evaluation and text: Maïa Bensimon, Nina George

Design and charts: Nina George, Miguel Ángel Serrano

Proof reading and editing: Heidi Holzer Translations.

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Contact

ewc.secretariat@europeanwriterscouncil.eu - Zsuzsánna Dóczy (Coordinator)

Legal representative: Nicole Pfister Fetz (Secretary General)

European Writers' Council – Fédération des associations européennes d'écrivains (EWC-FAEE) AISBL

Rue du Prince Royal 85/87, B-1045 Brussels, Belgium

Registration Nr. 886.193.681 in 2006 Brussels, Belgium


EU Transparency Register 56788289570-24


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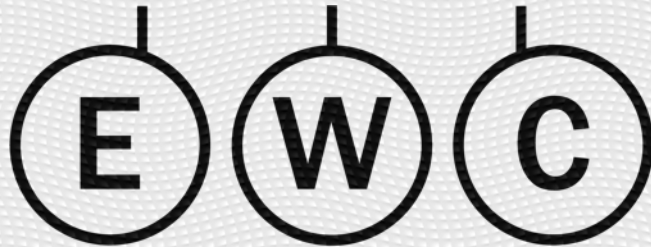
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-  [European Writers' Council \(EWC\)](https://linkedin.com/company/european-writers-council)