**In this video I will examine the copyright issues around publishing a book**

When publishing a book, check to make sure you’ve chosen the best publisher, and that your publisher is not a predatory or junk-type publisher. There are many book publishers that are vanity type publishers that are of no value to researchers and can damage their reputation.

Secondly your publishing contract will generally stipulate that you haven’t previously published the content. This is because both of the prepublication rule and marketing concerns. So if you are turning your thesis into a book, you should put an embargo on the publication of your thesis at least until your book is published. You can then check with your publisher when they will permit Griffith to publish your thesis.

In addition, it’s worth noting that it is OK to publish from a thesis. It is not considered self-plagiarism to publish a book from a thesis.

You need to consider carefully your publishing contract.

It will outline your responsibilities and the publisher’s responsibilities. It will cover issues such as royalties. There are also important copyright aspects you should attend to:

You will normally be responsible for getting permission or a licence for any third party copyright material in the book. For example, if you include an image from elsewhere. Or if you adapt a diagram from elsewhere. It will be your legal responsibility to get the necessary permission or a licence from the copyright owner of that image or diagram. In some publishing contracts the author agrees that the publisher can on licence the content to other companies, and that the content can be changed and used and published in whatever form. If this is the case in your contract, then you should ask the publisher whether the permission you seek from a copyright owner should cover just the use in the book, or also cover these additional uses.

If you are signing a contract as an editor of a book, be wary. In some publishing agreements, the editor agrees that they are legally responsible for all the content submitted by the individual authors, including that they have gained suitable permissions or licences for any third party copyright content they have included. Such publishers may also require that you (rather than they) get the individual authors to sign their publishing contracts. In such instances, I would suggest that you change the contract so you are not legally responsible for the inaction of others, and that you request the publisher organise the contracts as this is their job.

Finally you should be wary of some of the indemnity clauses in publishing contracts. You can even be held liable under laws that have yet to be created.