

## Publishing Rights, Sales Rights and Distribution Rights in Metadata

This BIC Bite is relevant to metadata managers, and sales staff particularly responsible for overseas sales.

### Introduction

Publishers discuss “rights” all the time. Book publishing is a business founded on intellectual property, and the rights to exploit that IP are publishers’ ‘stock in trade’. But in metadata, we need to be precise about what *type* of rights:

**Publishing rights:** the right to publish a book – essentially the right to exploit a piece of intellectual property by publishing and selling a product. This right might be global and perpetual, or it can be constrained for example by geography (when publishers say “Home and Commonwealth rights” they mean that their publishing rights are limited to certain countries), by format (“audio rights”) or by time (“a 7 year licence to publish”). The publishing rights might also be limited to a single language, or they might include the right to translate the work and exploit it in further languages. The rights held by the publisher may be exclusive, or not – another publisher may also hold rights that overlap – and the publisher may or may not have the right to sublicense the publishing rights to another publisher. Ultimately, these publishing rights are derived from the copyright that is created automatically when the intellectual property is created by the author. Publishing rights pertain to a *work* – a piece of ‘content’ in a relatively abstract sense – not to any particular product, though they give publishers the right to create and sell products based on that content.

**Distribution and Sales rights:** the right to sell a book – this is a commercial right conferred upon resellers (distributors, wholesalers and retailers) by publishers who hold the relevant publishing rights. And you might loosely define distribution rights as the right to sell to other re-sellers, and the sales rights as the right to sell to end customers. These rights always relate to a particular *product*. As a subset of the publishing rights, they can be constrained by geography, time and so on – and if the underlying publishing rights change, perhaps when the publisher sells some rights to another publisher, the distribution and sales rights might also have to be amended.

The difference between publishing rights and distribution and sales rights is crucial in product metadata. The former defines where the publisher *could* sell the product, and the latter is where the publisher *chooses to exercise that right via particular sales channels*. For example, a publisher might hold world rights, but choose to exploit those rights only in Australasia. Industry-standard ONIX metadata should include a comprehensive statement of the distribution and sales rights. For retailers, this answers the questions “Can I re-sell the product in this country”, and if so, “Where can I get hold of it?” But common metadata does *not* directly specify the publishing rights, even though some of their detail might be inferred.

### Distribution and Sales Rights in ONIX Product Metadata

In ONIX, the sales rights always apply to a specific product, and are described in the set of <SalesRights> composites:

```
<SalesRights>
  <SalesRightsType>01</SalesRightsType>
  <Territory><CountriesIncluded>GB IE AU NZ CA</CountriesIncluded></Territory>
</SalesRights>
```

In this single example composite using sales rights type code 01, the publisher is stating that the product is intended to be sold in the five countries listed. Note that this could be based on publishing rights that are also limited to those five countries, or on publishing rights that are actually global, so the precise geographical extent of the publishing rights is unknown. Code 01, however, does make it clear that the sales rights are derived from *exclusive* publishing rights – non-exclusive publishing rights would use code 02. With the additional <SalesRights> composite below, the product can be sold in a total of eight countries, though another publisher may be able to sell a similar product based on the same work in three of the eight:

```
<SalesRights>
  <SalesRightsType>02</SalesRightsType>
  <Territory><CountriesIncluded>FR DE NL</CountriesIncluded></Territory>
</SalesRights>
```

**But listing countries where the product *can* be sold is not enough:** providing a positive indication that a product is NOT for sale is important because many retailers will choose to sell the book everywhere except where the publisher makes it

clear they must not. Many retailers do not interpret absence of information as absence of sales rights so it's important to list countries where a product *cannot* be sold, using sales rights types 03, 04, 05 or 06. Code 03 simply means 'not for sale'. Codes 04–06 imply something about the underlying publishing rights:

```
<SalesRights>
  <SalesRightsType>06</SalesRightsType>          <!-- Not for sale - no rights -->
  <Territory><RegionsIncluded>WORLD</RegionsIncluded>
  <CountriesExcluded>GB IE AU NZ CA FR DE NL MX</CountriesExcluded></Territory>
</SalesRights>
```

In this case, code 06 makes it clear that the product is not for sale because the publisher lacks the necessary underlying publishing rights. And this prohibition applies everywhere except the nine countries that are excluded. Eight of them are *included* in a separate sales rights statement, but in one (MX – Mexico) the sales rights remain unknown. If (and only if) there are countries 'left over' like this, their 'unknown' status can (and should) be made explicit:

```
<ROWSalesRightsType>00</ROWSalesRightsType>
```

This unknown status applies in the 'rest of the world' (which in this case is just Mexico).

Of course, for some types of book, the sales rights are much simpler – for example if the publisher has world rights and wants the product sold everywhere, this is the only sales rights statement required:

```
<SalesRights>
  <SalesRightsType>01</SalesRightsType>
  <Territory><RegionsIncluded>WORLD</RegionsIncluded></Territory>
</SalesRights>
```

**ONIX can in addition be used to specify distribution rights:** it can list distributors and wholesalers, and the territories within which they are authorised to sell and distribute. This is done using the <Market> structure to delineate a market, and the <SupplyDetail> composite to specify a distributor or wholesaler operating in that market. If a publisher appoints two distributors, each with its own exclusive operating territory, each can be represented by a separate <ProductSupply> composite like this:

```
<ProductSupply>
  <Market>                                     <!-- North American market -->
    <Territory><CountriesIncluded>CA US MX</CountriesIncluded></Territory>
  </Market>
  <SupplyDetail>                               <!-- distributor in North American market -->
    <Supplier>
      <SupplierRole>02</SupplierRole>
      <SupplierName>Independent Publishers Group</SupplierName>
    </Supplier>
    <!-- availability and prices from IPG -->
  </SupplyDetail>
</ProductSupply>
<ProductSupply>
  <!-- market territory and supply details for second market -->
</ProductSupply>
```

Obviously, the two market territories should 'add up' to the sales rights territory. Note, where there is only a single market, <Market> is usually omitted and the listed suppliers operate throughout the whole sales rights territory.

BIC provides basic and in-depth metadata training including regular *ONIX Essentials* and *ONIX Advanced* courses.

Nothing in this document constitutes a legal definition or should be taken as legal advice on rights – this is a pragmatic guide for metadata managers. Example ONIX is version 3.0, but equivalent information can be provided in 2.1.