

# Ask the Lawyer

AMY COOK

## Who owns rights to an adaptation?

**I** was asked by some business associates to write a screenplay based on a nonfiction book they've written. They don't like the screenplay and are trying to revise it. A producer is asking to read my original version, but my associates won't allow it. I'd never try to sell it without their permission, but would I be crossing any legal barriers just to allow the producer to read it?

—Cynthia Brewer

A copyright holder has the exclusive rights to reproduce the work, prepare derivative works based on the copyrighted work, distribute copies to the public, and perform or display the work.

What rights, if any, did you acquire from the screenplay? Normally when you write something, you automatically become the copyright holder. Here, however, you're creating a "derivative work" from a copyrighted book. Derivative works may be copyrighted, but only the portions that are your original contributions.

Another situation where you wouldn't hold the copyright is if they contracted you to write the screenplay as work-for-hire. Your written agreement with the book authors should spell out the rights and responsibilities of each party.

Even if you don't hold the copyright to the screenplay, it doesn't sound like you're crossing any legal barriers by allowing one person to read the work with

the intent, presumably, to get her on your side. However, you may have ethical issues (especially since the authors don't want to give their permission) or other contractual issues. For instance, did you sign a nondisclosure or noncompetition agreement with the book authors? If you didn't, and you choose to pass on the

be governed by contract.

Under copyright law, a project is considered a "joint work" only if the writers intend, at the time the work is created, to merge their contributions into inseparable or interdependent parts of a unitary whole (such as text and illustration). Even then, joint authors can

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screenplay to the producer, be sure she clearly understands the situation.

*Can the subject of an official biography claim any rights to the book? I recently entered a verbal agreement with someone to write his biography. He's agreed to assist with my research, provide news clippings, access to interviewees, etc. Does his granting me unfettered access to his life entitle him to share in the copyright?*

—James Sinclair

I see one big problem in your situation: the words "verbal agreement." I urge you to have a written agreement with the person—how the rights in the work will be split, if at all, will

choose by written agreement whether the copyright will be held jointly and how profits will be divided.

You can see how murky your rights in this work will be if you don't get down on paper what each of you expects from the project. It needn't be a formal contract, a letter concisely describing your business agreement will suffice. ●

**Amy Cook** is an attorney and literary agent. To submit a question, e-mail [writersdig@fwpubs.com](mailto:writersdig@fwpubs.com) with "legal question" as the subject line. We regret we cannot answer all questions submitted. This column provides general legal information. A qualified legal professional should be consulted for application of the law to your specific circumstances.