

WORKSHOP



FLAGLER
LAW GROUP

Spreading the Word and Paying it Forward

A 1-Hour Intensive for Christian Book Publishers

Presented by MetaComet Systems and Flagler Law Group
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Royalty Management Solutions for Publishers



What We'll Cover Today

1

10 min



The Rights Landscape

What you own & what you owe

2

15 min



Scripture & Sacred Content

Unique rules for religious publishers

3

15 min



Selling Rights Everywhere

Every channel, every format

4

10 min



Contract Riders Decoded

The clauses that protect (or sink) you

5

10 min



Royalty Operations

Tracking, reporting & paying it forward

Goal: Leave with a concrete action plan for rights monetization

MODULE 1

The Rights Landscape



What you own and what you owe

What Is a "Right" in Publishing?

The bundle of permissions embedded in every book contract

Print Rights

Translation Rights

Digital / eBook

**YOUR
COPYRIGHT**

Film / TV / Video

Audio Rights

Curriculum / Study



Key insight: Copyright is a bundle of sticks. Each right can be licensed separately — print to one party, audio to another, translation to a third.

Primary Rights vs. Subsidiary Rights

Know the difference — your revenue depends on it

PRIMARY RIGHTS (You Retain & Exercise)

✓ Print (hardcover, paperback, mass market)

✓ eBook / digital download

✓ Audio (spoken word)

✓ Large print edition

✓ Book club edition

SUBSIDIARY RIGHTS (License to Others)

\$ Foreign language translation

\$ Film, TV, streaming adaptation

\$ Serialization / excerpt licensing

\$ Merchandise & brand licensing

\$ Curriculum, study guides, workbooks

💡 **Takeaway: Subsidiary rights are often the difference between a break-even title and a profitable one.**

Practical Exercise: Your Rights Audit Checklist

Run this for every title in your catalog

Right Category	Granted to Publisher?	Sublicensable?	Currently Exploited?	Revenue Opportunity
Print (domestic)	✓ Yes	No	Yes	—
eBook	✓ Yes	Limited	Yes	Bundle deals
Audio	Check contract	Often yes	Often untapped	HIGH ★★★
Translation	Check contract	Yes	Usually untapped	HIGH ★★★
Film/TV/Streaming	Rarely	Yes	Rarely	HIGH ★★★★★
Curriculum/Study	Check contract	Yes	Often untapped	MEDIUM ★★
Scripture embed rights	Special rules apply	See riders	Complex	See Module 2

MODULE 2

Scripture & Sacred Content



The unique rights rules that exist only for religious publishers

Scripture Permissions: The Gratis Threshold Explained

Why quoting the Bible isn't free for commercial publishers

The Core Problem

- ⚠ Bible translations (NIV, ESV, NLT, NASB etc.) are copyrighted works – NOT public domain.
- ⚠ Each publisher allows a limited number of verses gratis for non-commercial or personal use.
- ⚠ Once your book crosses the threshold, a paid license is required.
- ⚠ Different triggers apply: verse count, percentage of the book, format type, end use.

NIV / Nlrv – New International / New International Readers

ESV / NLT – English Standard Version / New Living Translation

NASB - New American Standard

NRSV / NRSVue – New Revised Standard / New Revised Standard Updated

NABRE – New American Bible Revised

KJV / KJVUK – King James / King James United Kingdom

Translation | Typical Gratis Limit | License Body

NIV / Nlrv	500 verses	Zondervan / HarperCollins
ESV	500 verses	Crossway / Good News Publishers
NLT	500 verses	Tyndale House Publishers
NASB	500 verses	The Lockman Foundation
NRSV / NRSVue	500 verses	NCC / Westminster John Knox
NABRE	Varies	USCCB (Catholic)
KJV (US)	Public domain	No license needed in US
KJV (UK)	Crown rights!	Cambridge / Oxford Press

The KJV UK Crown Rights Trap

What every Christian publisher MUST know before UK distribution



CRITICAL: The King James Version is NOT fully public domain worldwide.

UK printing and distribution may be subject to Crown/Letters-Patent privileges.

US Position

KJV text is firmly in the public domain in the United States. No license required for US printing, distribution, or digital use.

UK Position

Crown Letters-Patent privileges apply. Designated presses (Cambridge, Oxford) hold exclusive rights. Unauthorized UK printing may infringe.

Action Required

Before any UK manufacturing or distribution of KJV content: conduct due diligence and secure permissions from the relevant press.

⚠ This is the most commonly overlooked trap in Christian publishing international deals.

Worship Use, Lyrics & Streaming Rights

The §110(3) exemption explained — and where it ends

✓ What §110(3) DOES Allow



Live performance of hymns/lyrics during in-person worship services.



Display of lyrics during worship (e.g., on a screen in the sanctuary).



Reading/reciting scripture as part of a live religious service.

✗ What §110(3) Does NOT Cover



Live streaming services online (Facebook Live, YouTube, etc.).



Recording and distributing worship videos / podcasts.



Projecting lyrics for broadcast or recording purposes.



Producing songbooks, hymnals, or printed lyric sheets.

Required Licenses for Streaming/Recording: CCLI (Christian Copyright Licensing International) | OneLicense | Direct license from publisher

Credit Lines & Permissions Workflow

Protecting your rights starts with documentation

1 ACQUISITION

- Audit all translations & verse counts
- Identify hymns, liturgical texts
- Check gratis vs. license threshold limits
- Log commentary/reference work status

2 EDITORIAL

- Maintain central permissions tracker
- Update verse counts at every major revision
- Flag any over-quota content
- Confirm credit lines with rights holders

3 PRE-PRESS

- Confirm all credit lines are in place
- Attach copies of all licenses
- Have a formal "Permissions Complete" sign-off gate
- Include the KJV UK check if UK distribution planned

4 POST-PUB

- Monitor web/app verse totals if the content is digitally distributed
- Renew expiring licenses
- Audit derivative SKUs (study guides, video)
- Track sub-licensed uses for royalty reporting

Pro tip: Build this checklist into your title management system — MetaComet tracks all of these milestones automatically.

MODULE 3

Selling Rights Everywhere

Every channel. Every format. Every market.



The Rights Revenue Matrix for Christian Publishers

Map every right to a revenue stream

Rights Type	Primary Channels	Deal Structure	Revenue Potential	Notes
Translation Rights	Foreign publishers	Advance + royalty	★★★★	Spanish, Korean, Chinese markets huge
Audio Rights	Audible, Libro.fm, apps	Rev share or flat	★★★★	Fastest growing format
Film / TV / Streaming	Netflix, UP Faith, Pureflix	Option + step	★★★★★	True-story books especially
Curriculum/Study	Lifeway, group, churches	Advance + royalty	★★★	Recurring church adoption
Serialization	Online, magazines	One-time fee	★★	Excerpts for promotion
Merchandise	Dayspring, Amazon	Royalty %	★★★	Devotional titles especially
Large Print	Thorpe, Crossway	Royalty	★★	Aging church demographic
Braille / Accessible	NFB, Bookshare	Often donated	Mission	Ministry opportunity

International Rights: The Untapped Gold Mine

Christian content travels — are you selling where the faithful are?

70%

of global Christians are outside North America

140+

languages with active Christian publishing markets

3 – 5x

potential revenue from international rights vs. domestic-only

Top Markets to Prioritize

South Korea · Brazil · China (via HK) · Nigeria · India · Philippines — all have robust Christian readership and established local publishers.

Royalty Structures

Translation rights are typically a percentage of net receipts. Advance against royalties typical. Ensure royalty statements and sub-agent audit rights in every deal.

Book Fair Strategy

Frankfurt (October), London Book Fair (April), Bologna (Juvenile), Guadalajara, and CBA/ICRS are your primary deal-making venues. Come with a rights catalog, not just books.

Agency vs. In-House

Sub-agents specialize by territory. APA, ILA, and religious-focused agencies provide local market insight. Build the relationship — it pays over decades.

Digital, Audio & Emerging Format Rights

Don't leave the fastest-growing revenues on the table



App & Digital

Bible study apps, YouVersion plans, digital devotionals. Negotiate platform revenue splits carefully — and ensure verse counting is tracked.



Video / Course

Online courses, video curriculum, YouTube content. Adapt devotional or study content for Teachable, RightNow Media, Faithlife.



Podcast / Audio

Not just audiobooks — podcast excerpts, sermon series tie-ins. CCLI/OneLicense is required for any music. Streaming = separate license from downloads.



Church Licensing

Bulk licensing to churches for small group use, multi-site reading campaigns. Per-seat or per-site pricing. This is a recurring revenue model.

Key: Digital rights should be explicitly included in contracts — don't assume they transfer with print rights.

MODULE 4

Contract Riders Decoded

The clauses that protect you — or sink you



Rider #1: Scripture Permissions Rider

What it does, why it matters, what to watch for

What It Covers	Publisher's Obligations	Negotiate These Points
• Lists every Bible translation used in the Work	• Must supply exact credit lines to Author	• WHO pays for over-threshold licenses
• Caps verse usage at gratis thresholds per translation	• Secure additional permissions if needed	• Attribution of cost against royalties?
• Triggers licensing when limits are exceeded	• Default: Publisher bears cost unless otherwise agreed	• Which formats are explicitly included
• Specifies who bears the cost of additional licenses	• Applies worldwide to all territories & formats	• What happens if a new translation is added post-contract
• Covers all formats: print, ebook, audio, video, apps	• See KJV Rider for UK-specific carve-outs	• Audit rights for verse-count verification

Sample clause: 'If the Work exceeds gratis limits, Publisher shall secure additional permissions at its discretion and expense unless parties agree otherwise.'

Rider #2: Morals Clause and Doctrinal Alignment

Uniquely religious publishing protections — and pitfalls

Morals Clause Rider

Trigger Events:

Conviction/admission of felony involving moral turpitude OR final court judgment for fraud/intentional misconduct related to the Work.

Remedies:

Proportionate: suspend marketing, issue corrective statement, OR terminate with proportionate repayment of unearned advance.

Process Protections:

Publisher MUST give written notice + 15-day cure period. Disputes go to expedited mediation/arbitration.

Critical Carve-out:

NO action allowed based solely on reputational controversy or lawful religious expression. This protects authors' faith expression.

Doctrinal Alignment Addendum (Optional)

Purpose:

Ensures the Work aligns with the publisher's Statement of Faith. Attach a concise Statement governing only content in the Work and promo materials.

Scope Limits:

Applies only to theological assertions in the Work. Personal beliefs and unrelated speech by the Author are NOT subject to review.

Review Process:

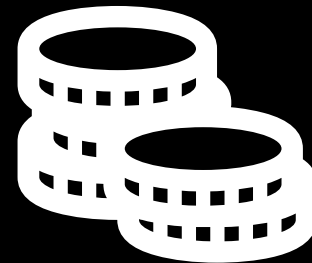
Publisher must identify passages of concern within 10 business days. Author has revision opportunity. Either party may terminate the Addendum (not the main agreement) if unresolved.

Strategic Value:

Protects brand integrity for faith-based publishers without overreaching into Author's personal life. A fair, balanced approach.

MODULE 5

Royalty Operations



Tracking, reporting, and paying it forward — to the penny

Powered by accurate rights tracking → accurate royalty reporting

Royalty Mechanics: From Rights Grant to Payment

How the money flows through your title lifecycle

Contract Signed

Rights defined

Sales / Licensing

Revenue generated

Advance Earned Out

Threshold tracked

Royalty Calculation

Rate × revenue

Statement Issued

Semi-annual typical

Payment Made

To Author

Net Receipts Royalty

% of what the publisher receives (not list price). Typically a percentage of net receipts for standard titles. Scripture riders may affect what 'net receipts' includes for licensed uses.

List Price Royalty

% of cover price. More Author-friendly. Less common in religious publishing. Percentage ranges are different between hardcover and soft. Easier to audit independently.

Sub-Rights Splits

When you license rights to a third party (translation, audio, film), receipts are split between Publisher and Author. There can be a wide range some more author equitable and others more publisher-favorable. Negotiate this carefully.

Church / Bulk Pricing

Special royalty rates for church bulk orders are common. Ensure the royalty rate floor is defined — some contracts allow royalty reduction for deep discounts.

Royalty Reporting Religious Publishers: What's Different



Scripture licenses, worship use, streaming — all need to be tracked

Track verse counts by format

Print, ebook, audio, and app verse counts can trigger DIFFERENT license thresholds. Your royalty system must track each separately.

Include worship/streaming usage

CCLI and OneLicense reporting requirements mean usage must flow back to rights holders. Build this into your reporting cadence.

Derivative SKU audit

Study guides, curriculum kits, and video courses based on a title each carry their own rights burden. Track them as separate royalty-earning products.

Sub-agent transparency

When foreign rights are sublicensed via an agent, your royalty statement must show the gross receipt, agent commission, and net to Author. Require this contractually.

Semi-annual is the norm — push for detail

Standard statements: Jan–June, paid August; July–December, paid February. Require format/territory breakdowns, not just a total.

Reserve against returns

Christian retail has significant return exposure. Contractually limit the reserve percentage and the hold period. For example: 25% reserve for 2 periods.

MetaComet automates royalty calculations, sub-rights tracking, and author portal statements — purpose-built for publishers like you.

Your 10-Point Rights & Royalties Action Plan

Walk out of this room and do these things

1

Conduct a rights audit of your top 20 titles — identify all unexploited sub-rights

This Week

2

Review all active contracts for audio and translation rights — who owns them?

This Week

3

Run a scripture permissions check — are all translations licensed correctly across formats?

This Month

4

Add a KJV UK notice review to your pre-press checklist for any UK distribution

This Month

5

Build or update your permissions workflow checklist (Acquisition → Editorial → Pre-Press → Post-Pub)

This Quarter

6

Create a rights revenue plan: which titles have untapped audio, translation, or curriculum potential?

This Quarter

7

Register for Frankfurt or London Book Fair — prepare a digital rights catalog

This Quarter

8

Review streaming/CCLI compliance for any worship-use content in your catalog

Ongoing

9

Ensure royalty statements break out rights categories: domestic print, ebook, audio, sub-rights

Next Contract

10

Evaluate royalty management software — manual tracking doesn't scale past 50 titles

Priority

How MetaComet Powers Your Rights & Royalties Operation



Rights Tracking

Track every right granted, retained, and sublicensed — by title, format, territory, and term.



Scripture Permissions

Built-in verse count tracking across formats with alert thresholds tied to your license limits.



Royalty Calculation

Handles net receipts, list price, tiered rates, escalators, and sub-rights splits automatically.



Author Portal

Give authors real-time access to their statements, sales data, and sub-rights earnings online.



Sub-Rights Reporting

Track agent commissions, foreign publisher receipts, and license fee splits in one place.



Compliance Workflows

Permissions checklists, pre-press gates, and post-publication monitoring — all in one system.



Key Takeaways

Rights are a bundle — every stick can be sold separately

Scripture permissions are LEGALLY required — track verse counts by format

KJV in the UK is NOT fully public domain — always check before UK deals

§110(3) covers live worship only — streaming needs a separate license

Sub-rights (audio, translation, film) are where the real upside lives

Doctrinal alignment riders are fair — if properly scoped to content only

Your royalty system must track rights grants, licenses, AND usage

Questions?

Spreading the Word and Paying it Forward

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Ask us about a free Rights & Royalties system demo