Tabletop Game Designers Association Scoring Rubric

Maximum Score: 110
Notes on criteria follow after the list

Criteria	Points
1. DESIGNER CONTROL OF THEIR IP	
a. Does contract end, and can you terminate for publisher inaction?	
Contract is not in Perpetuity; end is a fixed date, not dependent on action such as publishing (may auto-renew with consent)	2
Publish-by date specified, and contract terminated if not met	5
Termination if royalties drop below certain level for set time (max 12 mos) (catch up clause OK, min $100)	5
Termination for breach (cure period OK)	3
PICK ONE: On termination, stock may only be sold for 6 months or less	3
PICK ONE: On termination, stock may only be sold for 12 months	1
PICK ONE: No restriction on sale after termination, or > 12 months	0
b. Do rights fully revert?	
Clearly states that licensed rights revert to designer	5
Specifies that mechanics *as published* revert to designer	2
Specifies that name of game and associated trademarks revert to designer. Designer may have to pay any associated fees.	5
c. Are there protections when rights are transferred?	
Clarity about what happens if company is sold or transfers license	3
Designer must agree in writing to transfer of license	2
d. Designer Credit	
Name will be on box and/or rules	5
e. Approval of final product	
PICK ONE: Designer has final approval on art and design	7

Criteria	Points
PICK ONE: Designer has a specific right to final review prior to production	3
PICK ONE: Designer has no specific right to review	0
Designer has right to remove use of their name from box, rules, and marketing materials	2
f. Penalties: Things that shouldn't be there	
One-sided morality clauses	-3
One-sided non-disparagement clauses	-3
Non-compete or right of first refusal clauses that limit designer freedom to publish	-3
Minimum royalty payment, no set time for catchup	-3
Publisher may charge penalties or other fees to designer	-3
Non-standard deductions to revenue	-3
One-sided indemnification clause	-3
a. Is there a reasonable advance?	
PICK ONE: Non-refundable advance/kill fee of at least $1000	10
PICK ONE: Advance < $1000	5
PICK ONE: No Advance	0
b. Is there a reasonable royalty for the GAME?	
Publisher uses % of publisher revenue or % of MSRP, or a similar structure	10
Royalty is at least 5% of revenue or 2.5% of MSRP	5
c. What's the royalty for international SUBLICENSES?	
PICK ONE: Reasonable rate: royalty on sublicensing fee is at least 30%, rate on publisher-printed games is at least as good as for the base game	4
PICK ONE: Sublicensing rate 10% - 29%	2
PICK ONE: Sublicensing rate < 10%	0
d. What's the deal for EXPANSIONS?	
Designer has right of first refusal on design expansions	3
If same designer, same royalty for expansion (or a separate contract)	5
If expansion is by a different designer, original designer still receives at least	2

Criteria	Points
some royalty	
Expansion rights not given to publisher, to be negotiated separately	2
e. Payment process	
Payment timing specified, both reporting dates and timing for payment.	4
Royalty report contents defined, and include quantity, channel, and revenue.	3
Revenue from crowdfunding will be recognized within 45 days of end of the campaign, or payment is quarterly	2
Designer can charge late fees or interest for late payments	3
Designer can audit	5
f. How many designer COPIES?	
Designer receives at least 1 case (about 6) of base game, 1 copy of expansions and foreign language versions	2
Designer can purchase extra copies at the wholesale rate, not for resale.	1

NOTES ON RUBRIC:

1.a. *Termination if royalties drop below a certain level:* If the contract allows for the designer to terminate the contract for any reason, that fulfills this requirement. A clause that says the contract terminates if no copies are sold does not qualify. We have seen situations where publishers sell one copy a year just to keep the rights to a game. This is why we specified a minimum. Contract termination if a game goes "out of print" also does not fulfill this clause, as it can still be marketed and still 'in print', yet no one is purchasing any copies.

How long stock can be sold for after termination: Having older versions of a game available through retail in the market can make it harder to get a new publisher. This clause makes sure that the game is removed from the market in time for a new version.

1.b. Having the "as published" mechanics and name revert to the designer on termination is important as it makes it much easier to sign with a new publisher.

1.c. Many contracts do not specify what happens if the company is sold or merges with another. While a designer may have good relations with the current publisher, they may not with the new licensee. Also, it is important that terms be laid out so that at a minimum the new owner needs to adhere to the contract.

1.e. In order to meet the second clause (*"Designer has some right to final review"*) the contract must specify a definite checkpoint for designer review. Saying something like "Publisher will consult with the designer during development for their input" is not sufficient.

Our preferred clause is that the designer has the right to review the 'production ready' print files with some window to supply comments (1 or 2 weeks is typical). The publisher can still decide what comments they wish to act on (if any), but it's a defined process.

We know situations where, while the designer was involved in development, they never saw the final print files before manufacturing started, and typos and other issues were present in the final version.

The third clause - *designers having the right to remove their name* - is important in case they disagree with development or art decisions that are made, or a position taken by the company or its personnel.

1.f *Penalties*: Each of these deducts three points from the score.

One-sided morality, non-disparagement, indemnification clauses: Clauses that hold the designer responsible but don't apply the same criteria to the publisher will trigger these penalties.

Minimum Royalty Payment: Some contracts include clauses that royalties are only paid if they rise above a certain value (like $250). If it never goes above this, it never gets paid. So the publisher could owe the design $240 forever without paying it. A "catch up clause" is sometimes used by publishers. This means that if, for example, they make quarterly payments, that they will only pay if royalties are above a certain level, but they will pay regardless of amount at the end of the year (the "catch up" payment). This is OK and does not trigger the penalty.

Non-standard deductions to revenue: These can include the production costs of the product, art costs, marketing costs, and others.

2.b, 2.c: We hesitated to include actual percentages for royalties, as situations can vary quite a bit. However in the end we felt it was important and included these ranges. However, the ranges are favorable to publishers. The mean royalty is about 7%. We allow a royalty to be as low as 5% and still qualify. Similarly, sublicense royalties average 40% but we allow for 30% to receive full points.

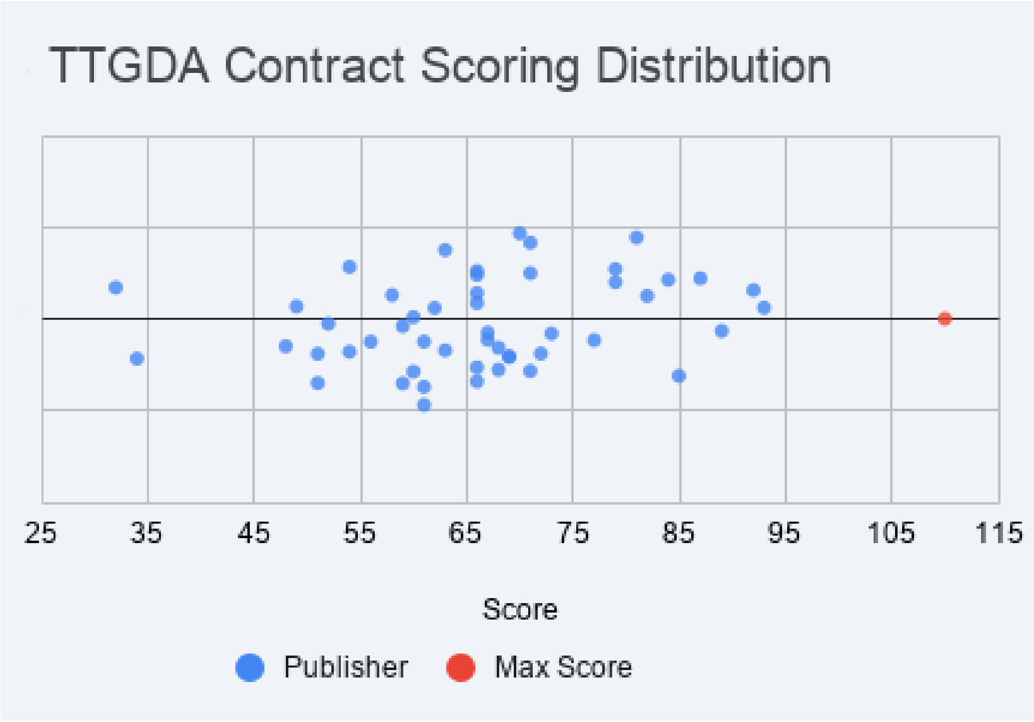
2.d: If the contract covers expansions, the first three clauses apply. If the contract does not grant the publisher the right to do expansions (so they would be covered under a separate agreement), the final clause applies (7 points). While we believe it is best that expansion terms be agreed upon with the base game to make things smoother down the road, we did not want to overly-penalize publishers that wish to delay that discussion.

How should you interpret and use the results?

We are not saying that designers should avoid publishers with low scores, or only work with publishers with high scores. There are many factors to consider when selecting a publisher:

- There are certain criteria that may be more or less important to a designer than the weights we assigned.
- Designers can often negotiate better terms than what is in the standard contract.
- If a publisher has larger sales opportunities and will do large print runs, designers may accept a lower royalty or other compromises vs a publisher that is doing a small print run.
- There are 'soft' criteria to consider, like how easy a publisher is to work with, what the quality of their production is, how the game fits into their lineup, and more. We considered including some soft criteria in our scoring metric, but in the end wanted it to be objective. We encourage all designers to reach out to others who have worked with a given publisher; the TTGDA Discord is a great place to discuss these considerations.

Overall Industry Performance



(Note - the vertical axis on the chart is a random value that exists solely to separate dots with the same score)