

## NEWS BRIEFS

**On-line content.** The American Association of University Professors adopted a policy statement that faculty should have academic control of distance-learning content to assure quality. This includes even deciding whether to do it. The AAUP statement, adopted at the association's annual convention, also said individual faculty should determine if their materials are used again into the future. The creators of these materials should also control when they're withdrawn, the statement said.

**Not free.** The executive director of the American Association of University Presses said that dotcom publishing isn't the cost-free alternative to ink and paper that was originally thought. Significant outlays must be made for software, training, hardware and other necessities, Peter Givler wrote in the *Chronicle of Higher Education*. He sees books being around a while. "The conventions that govern books are stable and well understood, and books and journals are easy to use and archive," he said. Books do well at some things, on-line materials at others, Givler said.

**Epic poem.** A veteran of TAA since the founding, Ron Pynn, unleashed an epic poem on the association's history at the annual membership banquet. Pynn, TAA's executive director, started with the line: "Once there was a man named Keedy," not unexpected, and went through 196 lines. Sample verse: When all was said and done, our first president was Masterton. He was a Connecticut Yankee to whom we must say thank ye." [taa.winona.msus.edu/TAA/ARTICLES/99/06jun/0625pynn.html](http://taa.winona.msus.edu/TAA/ARTICLES/99/06jun/0625pynn.html)

**Techno-reliance.** Anatomy author Dale Layman told text and academic authors at their annual meeting in Park City, Utah June 25 that human values and ethics are on a collision course with technology. "Computer knowledge is doubling while human intelligence is receding," Layman said in a mystical multimedia presentation. People now rely more and more on technology, causing what he calls "unthinking computerization." Worst of all, he said, "We are now turning to computers to help us write textbooks." [taa.winona.msus.edu/TAA/ARTICLES/99/06jun/0625layman.html#layman](http://taa.winona.msus.edu/TAA/ARTICLES/99/06jun/0625layman.html#layman)

**Book dropped?** Alliance Press is scouting for authors whose books have been dropped by other publishers. Jon Hughes, publisher of the 2-1/2-year-old company, said talented authors get dropped by large publishers for many reasons, perhaps their book has sold 10,000 copies instead of 30,000 copies or the original publisher was

## Expert advice on negotiating contracts

TAA President Karen Morris and authors' attorney Michael Lennie, in a presentation at TAA's convention in Park City, Utah June 25, role-played how to negotiate changes for three contract clauses: electronic rights, out-of-print and competing text.

Morris, a judge in New York, played the authors' representative during the session, while Lennie played the publisher. While the session couldn't show a true negotiating session between a real author's rep and publisher, Lennie and Morris were able to provide advice for authors negotiating these clauses in their contracts.

### Electronic rights clause:

- Reserve the electronic rights clause until the time comes to revisit the issue. Push hard to keep that. If you can't, the minimum you should accept should be subsidiary rights and at least 50 percent of licensing. Since printing and binding costs aren't there for electronic versions, you should get more than 5 percent.

"Electronic rights are dominating contracts these days," said Lennie. "Electronic rights revenues are multiplying. It's a really important clause." Lennie said he, sadly, is finding standard contracts with a less than 15 percent royalty for electronic rights.

### Competing clause:

- Be specific about what competition

means. Don't let a broad, general definition of what is competing stay in the contract. Make the clause as narrow as possible. Include existing works and activities as exclusion in this clause.

- Ask the publisher to reciprocate. Will they also not support a competing book? "It was never possible to get a reciprocal competing clause agreement from a publisher," said Lennie. "With all the mergers occurring, it is becoming increasingly impossible."

### Out-of-Print clause:

- Give the publisher the burden of notifying the author that a book is out of print. Right now, in the publisher's standard contract, it is up to the author to notify the publisher that a work is out-of-print. The out-of-print clause says that a work is not out-of-print if it is available in any medium, including electronic. It is also still in print if any previous copies are still in print, and it takes a year to get a work declared out-of-print.

- Request that an out-of-print book be placed in print. If the publisher doesn't put the book back in print, the rights should revert back to the author.

- Negotiate that for a book to be in print, it must be available in hardcover or softcover in its latest edition. [taa.winona.msus.edu/TAA/ARTICLES/99/06jun/0625roleplay.html](http://taa.winona.msus.edu/TAA/ARTICLES/99/06jun/0625roleplay.html)

swallowed up by author who was dropped after Addison Wesley bought HarperCollins," he said. "His intro psychology text sold several thousand copies, yet Addison Wesley didn't want to revise. We revised the book and have since secured adoptions for several thousand copies. What a shame it would have been if this book would have died." Contact Jon Hughes at [jon@alliancepress.com](mailto:jon@alliancepress.com) or (800) 970-1883.

**Budget growth.** Three out of five libraries expected their budgets to increase over the coming five years, a survey says. Most of the other libraries foresee level budgets. The American Library Association and the Association of American Publishers conducted the survey.

**Software purchase.** Privately held Academic Software, which specializes in campus intranets, was purchased by Tribune Education. Academic Software, will become part of the new Tribune Interactive unit. Terms were not announced.

**Adopted in CA.** Advanced Learning Systems announced that three K-12 reading and writing software programs made the California state adoption list: *Accelerated Reader*, *STAR Reading* and *Perfect Copy*. Academic Learning already has 43,000 school customers nationwide.

**Para invitation.** Authors and publishers may list their books free on Dan Poynter's Para Publishing web site. "We know that 78 percent of the books sold last year came from the smaller presses," said Poynter. "These books deserve more exposure." The listings may carry a description. An e-mail address allows readers to order directly from the source. "Many authors and publishers have asked us to link our web site to theirs. We are doing better than that; we are directing traffic back to them," Poynter said. To list your book: <http://ParaPublishing.com>

**55 banned.** The state chapter of the American Civil Liberties Union filed open-record requests to determine how many books had been banned by Texas schools. The answer: Of 141 formal citizen challenges in the 1997-1998 school year, 55 books were yanked. Most targeted were Judy Blume titles – five challenges, two banned.

**Solid Alternative.** The historian at the John F. Kennedy Library, in reviewing the phantom-authored 1998 Gelcoe/McGrawHill middle-school textbook *American Journey* gave it generally high marks. Sheldon Stern also found some interpretation he considered faulty. Overall, writing for the Textbook League newsletter, Stern found the work "a solid alternative to those American-history