

## NEWS BRIEFS

**Largest indies.** With 12 acquisitions in the past two years, Rowman & Littlefield has become one of the nation's largest independent publishers, said President James Lyons. The most recent acquisition: Technomic's educational administration list. Lyons said its acquired units are being left to operate autonomously.

**2000 convention.** Three journal editors have been lined up for a panel for journal contributors at the TAA national convention, program Chair Chris Harris said. The Friday afternoon panel will include Jay Black (University of South Florida-St. Petersburg), of *Journal of Mass Media Ethics*; Jim Kelly (Southern Illinois University), *Visual Communications*; and Robert Bray (Middle Tennessee State University), *Tennessee Williams Journal*.

**E-books selling.** Softbook Press, maker of the electronic Softbook, says although it won't comment on the number of e-books it's sold since they went on the market in fall 1998, "they're selling very well." Most of their customers are enterprise and consumers, but they are also selling to some schools.

**Speedy delivery.** On-line textbook retailer BigWords said its new Cincinnati warehouse, dubbed Big Orange, has state-of-the-art systems for moving books from publishers to students. Ned Jackson, director of distribution, said a "cutting-edge" wireless supply chain system allows direct e-commerce connections to all major publishers and distributors. A bin-shelving system cuts stocking time, he said.

[taa.winona.msus.edu/TAA/ARTICLES/99/08aug/0826bigwords.html](http://taa.winona.msus.edu/TAA/ARTICLES/99/08aug/0826bigwords.html)

**Copyright meeting.** Two TAA leaders will attend the International Federation of Reproduction Rights Organizations annual meeting Oct. 19 and 20, which will deal with reparation of copyright collections in several countries. The TAA delegates: Ron Pynn, executive director and Mike Sullivan, treasurer and TAA delegate to the Authors Coalition. It is through the Norwegian reproduction rights organization Kopinor that U.S. authoring groups, including TAA, receive extra funds to promote authoring.

**TAA praised.** TAA member Nancy Humbach, a language education professor at Miami University, said she thought TAA's convention in Park City, Utah in June was one of the most useful she had ever attended. "I learned so much about publishing, even though my fifteenth textbook is coming out this fall," said Humbach. "I also realized the mistakes I made in negotiating contracts and I

## Protecting your rights to original art

A survey of TAA members found that a majority of their texts include original artwork, but that although they provide detailed rough drafts and some even contribute to the cost of the artwork, most don't retain the rights to that artwork.

Eighty-one percent of the 76 respondents who answered the question, "Do your texts include original artwork?" said yes, yet 63 percent said they do not have the rights for that artwork. Six respondents didn't know if they had the rights for their artwork.

Authoring attorney Steve Gillen, of Frost & Jacobs, said in many subject areas, it would be unusual for an author to supply finished, camera-ready art for inclusion in a text. In most cases, an author would be expected to supply roughs or ideas, which the publisher would then have its in-house staff or freelance artists put into finished form. Art produced in this manner, Gillen said, generally belongs to the publisher. "It can, however, become an issue if the work is allowed to go out of print, in which event the author's rights in the work typically are reverted or returned to the author," he said. "Often the publisher will also assign to the author the rights in the included art, but technically it would not be required to do so."

When the author is expected to supply finished, camera-ready art along with the manuscript, said Gillen, the art becomes part of the "work" that is transferred to the publisher in the publishing agreement — the rights of which, including the right of

reversion, are governed by the agreement. In this case, Gillen said, the authors should have a couple of concerns:

- The agreement should expressly provide that the art will not be substantively changed by the publisher without the author's approval.

- The author should keep a written record, or copy, of the original work submitted to the publisher so that the author can establish, in the event memories are clouded by time or a change in personnel, just what was provided by the author and what might have been supplied by the publisher.

Author's attorney Michael Lennie said it is just as important to protect the rights to the artwork as in the text. "This should be dealt with in the contract with the publisher either in the definition of the "work" as including all artwork prepared and submitted by the author, or in the Grants of Rights clause," Lennie said.

If an author has not specifically dealt with this issue in the contract, he said, he or she should still have the rights to the art work he or she has prepared, provided there is no provision in the contract to the contrary. "However, like all matters, there is less room for disagreement if the rights issue is clearly dealt with in the contract," said Lennie. "This would be especially so if the artwork represents a significant part of the value of the work, like a biology text."

[taa.winona.msus.edu/TAA/ARTICLES/99/09sep/0901art.html](http://taa.winona.msus.edu/TAA/ARTICLES/99/09sep/0901art.html)

was particularly interested in the information about electronic publishing. The attorneys gave outstanding advice and information."

**On-line template.** The National Association of College Stores created a format for its bricks-and-mortar members to have an on-line presence. Said spokesperson Jerry Buchs: "If stores are on-line, we believe college students will get the best of both worlds — 24-hour, seven-day-a-week access to the bookstore with the ability to shop from their own room at 3 a.m. if they want to, and a physical store right around the corner if they need to ask a question." More than 100 NACS stores are trying the on-line template this fall.

[taa.winona.msus.edu/TAA/ARTICLES/99/08aug/0818harcourt.html](http://taa.winona.msus.edu/TAA/ARTICLES/99/08aug/0818harcourt.html)

**Market share.** In a massive mailing to professors, VarsityBooks.com offered a \$10 discount to students who buy \$100 from the on-line store. Profs were told to give their students a special web address for the discount: [www.varsitybooks.com/gift](http://www.varsitybooks.com/gift). The company emphasized delivery as one to three

days.

**Web filter.** The kinds of web filters required in a bill before Congress would screen out more than pornography, the Censorship Project reported. A test in Utah blocked access to the Declaration of Independence, the U.S. Constitution, the Book of Mormon, the *Adventures of Sherlock Holmes*, and all of Shakespeare. The bill in Congress, intended ostensibly to protect children, would require filters as a condition of federal funding.

**Marketing accord.** The Massachusetts Medical Society and the new editor of its *New England Journal of Medicine*, agreed that she would control the journal's content — and most use of its name. Under the agreement, the society agreed not to create products with similar-sounding names, like the *New England Journal of Gynecology*. The society insisted, however, that it use terminology like "From the publishers of the *New England Journal of Medicine* to lend prestige to other products. The issue has