Many other workshops focus on self-instructional training in which writers learn to use coping self-talk rather than negative self-talk. For example, whenever you would catch yourself thinking, "This is too big a project for me," you would be taught to replace the thought with a statement like, "I succeeded at my last big project."

The self-help book Overcoming Writer's Block by Karin Mack and Eric Skiei (1979) advances the Friendly Ear technique for getting over blocks due to complex dis-The authors course demands. suggest finding a sympathetic, intelligent, good listener who is not an expert in the subject and explaining the material aloud. The listener asks questions and responds. This practice clarifies your thoughts, highlights the main points, and rekindles your enthusiasm for the project.

(I suggest that when you find a sympathetic, intelligent, good listener to talk with about your writing, you should not only talk but propose.)

Though I have concentrated here on writers who experience more difficulty than you do, I hope that some of my research will help you over those bumpy spots we all encounter. Next time: The Situational Aspect of Writer's Block.

# In Jure continued from page 3

While most major publishers carry insurance for such lawsuits providing them with a legal defense and indemnity (i.e., the insurance company will pay for the Publisher's attorney and costs and will pay any resultant judgment rendered against the Publisher), few authors can afford to carry such insurance (this may also be true for some smaller publishers). If your publisher carries such insurance, it would cost little or nothing to add the Author to the insurance polity as an "additional insured", thereby affording the Author the same protection as the Publisher.

If your Publisher carries no such insurance or carries it but refuses to add the Author as an insured there are other ways to reduce the

potential hardship on the Author:

- limits your liability to the amount of your advance, or to the amount of royalties paid; or
- Ask for a provision that states Author shall incur no liability under this clause until after entry of final non-appealable judgment.

### Royalties Clause - Domestic Sales

A small improvement in your contract which may result in substantial added royalties over the years has to do with the definition of "domestic sales" under the Royalty Clause. The basic royalty rate in the royalty clause is the highest rate paid in the contract and usually applies to "domestic sales." Some publishers define domestic sales to include sales in the U.S., its territories and Canada. Many do not, but will if the Author so requests.

Absent that language sales to U.S. Territories and Canada will generate royalties of 2/3, 1/2 or even 1/3 the basic rate. With growing foreign (including Canadian) markets for U.S. books, this change is well worth requesting.

#### A Negotiation Reminder

You may have sufficient experience and skills to negotiate your own contracts. A few authors do so with success equal to that of agents or lawyers. Many others, though possessing the negotiation skills themselves, prefer the services of an agent or specialized attorney to provide a buffer between the Author and those with whom he or she will ultimately work.

If you do choose someone to negotiate on your behalf, let them negotiate while you stay entirely out of the negotiations until their conclusion. That isn't to say you shouldn't be in frequent communications with your representative to get updates and to give further direction as to those matters that you are willing to compromise. The Author has the final say on what he or she is willing to agree to. If your representative is not responsive or

## SAT SCORES HOLDING

The average verbal score was 423, up 1 point and the average mathematics score was 476, up 2. The number of minority group students taking the Scholastic Aptitude Test of the College Board reached an all-time high of 29 percent -- a hopeful sign according to Donald M. Stewart, president of the College Board.

incompetent, terminate his services and find another or carry on yourself.

But never NEVER hire someone to negotiate your contract and then allow the Publisher's representative to go around your attorney to talk to you directly. You will invariably torpedo your representative's well-laid negotiation strategy, provide the Publisher with information that will be used to their advantage and your detriment, and, likely prolong if not undermine the negotiations.

#### A Final Thought

At the annual TAA Convention I present a workshop on Contract Negotiation. I always try to have at least one publisher in attendance who can give the publisher's perspective on contract clauses and negotiation. The format has worked exceedingly well. I have learned a lot about the Publisher's concerns, most of which are legitimate, and I hope they have gained a better appreciation of the Author's perspective.

Many publishers receive this publication. Why not have the same type of give and take with publishers through the letters FROM THE MAIL ROOM section of the *TAA Report*. I'm sure some of the positions I set forth in "In Jure" must stir a desire to "set the record straight" from the Publisher's point of view. Who knows, the ensuing dialogue might even lead to improved contracts.

Ed. Note: Yes, let's have your letters. We'll be happy to publish them.