INJURE

"Preserving Your Options"

By Michael R. Lennie

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You'd like to write a textbook, but you've heard horror stories about the publisher's standard contract and you don't want to consider self-publication. What can you do? Let's look at some options.

Reopeners

Reopeners make sense on many clauses such as royalties, advances and grants. Reopeners are common in many labor-management contracts allowing periodic adjustment to reflect prevailing wages. Why not have reopeners in author-publisher contracts. New authors or authors with new approaches to the teaching of a subject might be more willing to accept a relatively low royalty rate for a first edition if they know the agreement is subject to renegotiation for the second edition if the book is a success.

Publishers might likewise be willing to take a risk with an innovative approach if the author is willing to accept a lower initial royalty rate. Of course another way to create the same system of incentives in single edition is with a stepped royalty rate.

Limited Term of Copyright

Most textbook contracts have a grant of rights clause granting the publisher all rights under the copyright for the term of the copyright (the author's life plus 50 years). In

a publishing industry that is topsy turvy and due for revolutionary change in the last decade of the 20th Century, that may be too long. As the author you may grant rights to others for as long or short a term as you choose.

Consider eight (8) years for example. If your textbook should be revised every four (4) years, this term would allow a first and second edition followed by a lapse of the copyright. This would allow both author and publisher to step back and re-evaluate whether a third edition is warranted; whether the royalty rate reflects a fair return for both the publisher and the author; and whether the other terms of the agreement are working for both parties.

These options are not meant for every contract, but here are a few situations where they may make sense:

- (1) The publisher contends its profits are down and it can't afford to pay a "normal" 15% royalty for a college text;
- (2) The author is unproven or is writing a slightly offbeat work with an untested market;
- (3) The author is a heavyweight in his field, but the publisher is untested either overall or in this field.

Good luck with your negotiations, and I look forward to meeting you in Seattle.

TAA ABOLISHES SENIOR MEMBERS

When Textbook Authors Association was formed, as common with many newly formed organizations, governance of TAA was placed with three senior members. The three senior members were founding partners who shaped the direction of TAA while the organization got on its feet and established its goals. These senior members delegated authority to a TAA Council elected by the membership, although the senior members retained final responsibility for all actions governing TAA.

It has been seven years since TAA was founded. The TAA Council has proven able and effective in directing the affairs of TAA. The senior members have agreed their presence is no longer needed. In June 1993 the senior members voted to eliminate any reference to senior members.

By amending the by-laws the senior members transferred all authority for managing TAA to the Council. This comes in recognition of the successful ability of the membership and its Council to direct the business of the association. TAA has come of age!

This change comes at an important juncture in TAA's history. New and important issues loom for TAA. The change signals the need for more participation by its membership; broad based committee activity is being implemented. The TAA Council requests members to express their interests and to come forward to contribute their time on behalf of TAA. Members are asked to contact TAA headquarters in Orange Springs, Florida with their ideas and suggestions.

TAA thanks the senior members for their vision in establishing this needed organization and for ensuring its successful activity during the early years. With the abolition of the senior members TAA moves into the next phase of its work on behalf of authors at all levels of writing.