

NWU Guide to Book Contracts: Appendix
A Focus on Academic Press Contracts
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Contracts from publishing houses that publish textbooks, essay anthologies, encyclopedias, dissertations, and other academic books are similar to contracts from trade publishers in outline only. In other words, for the most part the clauses cover the same issues. The difference: Academic publishing contracts are more oppressive.

Publishers assume that their authors will sign blindly whatever publishers give them. Too often they're right, either because the authors are finding the big bucks and job security in their tenured positions and don't care about the contractual and financial rewards of publishing, or else because they just don't know they can say no to a bad contract. So publishers ask for more rights; they give back less in return; and they actually make authors pay for the right to use their imprints.

As a result, contracts are getting worse. Meanwhile, larger, corporate publishers are purchasing smaller, independent publishers and then standardizing the contracts. If you walk away from one publisher and seek to negotiate with another publisher, more and more you will find that both houses are owned by the same giant and their contracts are the same.

Is the solution to give up and change careers? No, the solution is to learn what a contract is and understand the different clauses that make up the typical contract. Academic contracts will likely not be on par with typical trade contracts in the lifetime of anyone reading this guide—but they could improve vastly and move in the direction of parity if authors spoke up, questioned the clauses in the contracts they were sent, never signed a boilerplate contract without asking for important changes, determined their “bottom line”—the minimum standards they were willing to accept, and exercised the right and the courage to walk away from a contract that didn't meet their minimum standards.

At least two changes must take place in the mindset of academic authors before improvements in their boilerplate contracts will become standard. First, they must recognize that they are neither teachers who write nor writers who teach but rather members of two noble professions at the same time: teachers and writers. They should demand to be treated with dignity in both roles. *As teachers*, they must conquer the pressures of the publish-or-perish culture that promises—to a shrinking proportion of academic instructors—professional and financial security and comfort if their bylines appear in enough peer-reviewed journals and books; or else they must create other methods to determine tenure eligibility. For more and more college-level instructors, tenure is a myth anyhow, beginning with the growing number of adjunct faculty who aren't eligible for tenure and never will be no matter how many times they publish at prestigious houses. But even for those academics with full-time teaching positions, who do not depend on their writing for a significant portion of their income, contracts cover non-monetary issues that are also important. *As writers*, they must understand that, when they accept the terms of boilerplate contracts without question, they bring down the curve

for their brothers and sisters who don't benefit from tenure and who earn their living by the words that they write. As teachers, they can turn to teachers' unions. As writers, they can join the National Writers Union, study the NWU Guide to Book Contracts, and ask for contract advice at advice@nwu.org.

They also need to exorcise from their collective academic consciousness the false belief, held over from the Dark Ages before the Electronic / Information Age, that there is no money in academic publishing. Here is a reality: Although many publishers do still issue titles with limited audiences and limited profit potential, online outlets have created new revenue possibilities. As an industry, academic publishing benefits to the tune of *billions* of dollars from the publish-or-perish culture that exists in academia. One article that you write for a journal or encyclopedia or collection of essays appears first in the print publication that you will clip out or photocopy to include in your professional portfolio when you appear before your tenure committee—if you are on the tenure track. But by the time the print publication has come out, it also may be found or will be found soon in the electronic version of that same publication. Your creation will also be available from database companies that sell individual articles and essays to Web searchers worldwide. Your publisher makes money every step of the way either through direct sales of articles or through sales of advertisements that appear on the Web site. You won't—unless you speak up and join in solidarity with your fellow writers.

Every clause you negotiate for the better is a victory for writers everywhere.

In many cases the advice you receive from the NWU Guide to Book Contracts and your contract advisor is all you will need to feel assured in your negotiations. What follow are thoughts and ideas pertaining to areas where academic contracts or circumstances differ. Read this appendix as a supplement to the Guide, not as a replacement.

Clauses to watch out for

Copyright: Look for a clause that says, “The copyright will be taken out in the name of _____.” It means the publisher has left a blank for you to fill in your own name as you would like it to appear on the copyright page of the book. If, on the other hand, your contract is for a monograph and the blank is replaced by “the publisher,” cross out that phrase and write over it your own name, as you would like it to appear on the copyright page. The moment you put words down on paper, the copyright to those words belongs to you. It remains yours until you physically sign your name to a document that transfers it to them. While it is indeed true that the publisher's claim of copyright is becoming more the rule and less the exception, the publisher doesn't need the copyright to publish your book and signing it away does you no benefit.

But, your publisher replies, “You're the first person to ask for the copyright.” Probably you aren't; the editor is practicing a negotiating pressure tactic. Don't fall for it. On the other hand, if you really are the first person to ask for copyright, stand tall and know you're striking a blow for better conditions for all writers everywhere.

If you have been solicited to contribute an entry to an encyclopedia or an essay anthology that the publisher or a freelance editor conceptualized, you have less negotiating power. Strike the phrase and write your own name, as above, but know that the publisher or editor may be less willing to be lenient. Timing is a factor. If a three-year project is just beginning they may dump you and figure they have enough time to find a more compliant replacement; but with typesetter date a month away and them still looking for final authors, desperation may force them to give in to your demand. Likewise, if you are the recognized expert on the topic your name in the publication means more than their ownership of your copyright. Decide how much you want the byline because you may have to sign away your copyright as the cost of inclusion. You won't know until you try. Know, though, that the publisher or editor can retain a copyright in the collective work while contributors can retain copyright in their individual pieces and grant appropriate publishing rights.

The world of textbook publishing is a little different. The general consensus says that authors often give up copyright but that the better known you are as a textbook author the better chance you have of holding on to it. Don't be humble; treat yourself as worthy of keeping it and let the publisher argue otherwise. If you see there is no way you will be able to keep the copyright, fight for other concessions instead, such as higher royalty rates or royalty based on list rather than net.

But in a sign of how much money can be made by "academic" texts, academic publishers are creating trade divisions to market academic books through bookstores and other of what are seen as "traditional" distribution channels. When your publisher tells you your textbook may have trade potential, counter that your trade book may have textbook potential and negotiate for a contract worthy of trade standards, including the right to retain your copyright without being hassled.

Royalty: For authors of monographs or editors of essay anthologies, the standard for hardbound trade books is, give or take, 10% of list, or cover, price on the first 5,000, 12.5% on the next 5,000, and 15% thereafter. On trade paper, it's 7.5% on the first 10,000 and 8% thereafter. (Contributors to essay anthologies are usually paid a lump sum honorarium upon acceptance of the manuscript.) The royalty you are offered for your academic book probably will be less for both hardcover and paper, and it probably will be based on net price, which means list minus expenses. Whatever you are offered, ask for an escalating royalty structure rather than "7.5% on all books sold" and make sure royalty on subsequent editions is based on cumulative sales.

Still, the problem—besides the lower royalty—is that "net" is conveniently left undefined. Before you accept or reject any royalty offer, gather some hard statistics from the editor. Ask how many books will be printed in the first printing. How many of those will be sent out for reviews? (You won't receive any royalty on those.) What will the cover price be for the others? How much of that price will be deducted before you get down to net, and for what reasons? Does it include printing, shipping and handling, discounts paid to distributors and bookstores, promotion, credits for returns, bad debts incurred during the royalty period, depreciation of equipment? What else? The National

Writers Union recommends that you avoid agreeing to contracts in which any expenses other than discounts and credits for returns get factored in. To the best of your ability, avoid deals in which printing costs and overhead are included.

Now you know on what actual dollar figure the royalty is based. Ask how many they expect to sell (in other words, before they come back to you and ask you to revise it). What will determine if they do a second printing and how big will that printing be? Of course they can't tell you the exact sales in advance. Every book has its own history. But they do have a pretty good idea of projected sales. That's the number you are looking for. That number times the dollar figure on which royalty is based will give you the best idea of how much you can expect to make from the book. Now, what expenses are they asking you to pay? (See "Costs to you.") To obtain copyright permission for images? To format graphs and tables? To edit the manuscript? To create an index? How much will these costs total? Now do the math: How much can you expect to make from your book under the conditions they are offering?

Always keep this phrase on the tip of your tongue: "That seems pretty low to me."

Royalty statements: While we're on the subject of royalties, know that many academic publishers issue royalty statements only once a year. Modern technology enables them to calculate your current royalty with just a few keystrokes. If you expect to make a lot of money from royalties certainly push for two statements a year. The publisher might agree without a struggle since most authors don't pay attention to this clause anyhow. If you are facing reality, namely, that you will not earn much in the way of royalties, save your energy for more important clauses.

[Begin phone sidebar]

Now that you've studied the NWU Guide to Book Contracts and this appendix and discussed all of your remaining concerns with your NWU contract advisor, negotiating with the publisher should be easy, right? Wrong. Transcending your natural fear and insecurity so that you can turn your intellectual understanding into convincing arguments involves that ever-timely strategy of actors and salespeople: "Fake it 'til you make it." Writing down the first few sentences of your conversation will help you control the all-important first impression.

Here's a sample phone dialogue to get the discussion moving in your direction. Assuming you've already talked previously with the editor and you're on a first-name basis (Don't ever sign a contract with someone named Sir or Ma'am), start off like this: "Hey, Les, I'm calling about my contract. I have a few concerns before I can sign it." ["Concerns" is better than "Questions."]

Your surprised editor replies, "What's wrong with it?"

You say, “I want to publish with you because you’re a prestigious organization. But besides prestige and a small advance [if you are so fortunate], what do I get for my hard work?”

Or, “I’m pleased that you want to publish my book, and I know that you have deadlines so I would like to get this back to you as soon as possible but I’m a writer [not an academic who writes!]. I write words to pay my bills. You’re starving me here.”

Or else simply, “Would you like to go clause by clause?”

No matter which approach you choose, you put the editor on the defensive and gain a power position.

For more on negotiating over the phone see “Negotiating a Book or Journalism Contract over the Phone” at www.nwu.org > Contract Advice > Negotiating Contracts Over the Phone.

[End phone sidebar]

Costs to you: Here are two clauses you might find in your boilerplate:

Permission: The Author agrees to procure promptly at his/her own expense the permissions which he/she and/or the Publisher deems necessary to reprint the material which is under copyright or to reproduce illustrations, charts, drawings, diagrams, or any other illustrative matter which is under copyright, should any such material or illustrative matter be included in the Work, and to transmit such permissions in writing to the Publisher with the final manuscript.

Index: The Author will prepare and deliver to the Publisher an index, if the Publisher so requests, within two weeks after the time the Publisher delivers corrected page proofs; or will permit the Publisher to prepare the index at the Author’s expense.

Okay, a few thoughts on these two clauses. First, do they matter? The clauses are part of the boilerplate contract that all authors for the publisher receive. If you know that you won’t have images of any kind, ignore the clause and save your energy for the clauses that matter. But if you will have images, calculate how much the permissions likely will total. How does that fit in with the discussion above? (See “Royalty.”) Don’t sign a contract whose best-anticipated result will find you in the hole. In such a case, insist that the publisher pay as many of those costs as possible.

Likewise with the index. Roughly speaking, a trained indexer will charge \$3 to \$5 a page and complete a 250- to 300-page book in a week. Do the math: This index will cost you between \$750 (lowest rate, fewest pages) and \$1500 (highest rate, most pages) to complete. If you want to do your own index, popular indexing software is available for between \$300 and \$600, depending on what bells and whistles you’re willing to pay for.

If you're new to indexing you can count on needing two weeks to finish it. If you cede that responsibility to the publisher but agree to eat the cost, insist on some version of the phrase "going rate." That phrase should find its way into any other clauses that obligate you to pay anything, such as to review proofs or format illustrations. For more on indexing software or finding a professional indexer, check out the American Society of Indexers' Web site at www.asindexing.org.

Advances: The complete phrase is "advance against royalties." Once the royalties you earn on your book exceed what you received as your advance, you start receiving royalty checks. The general rule is that you should ask for as much of an advance as possible because that's all the money you likely will ever see for your efforts unless you secure a favorable resale clause. (See "Resale clause.") This is because royalties often never amount to the size of your advance. Also, if the advance is paid in one lump sum, make sure you receive it upon signing rather than upon submission or acceptance of the manuscript. After all, the idea of an advance is that you need money to pay bills while you're writing the book. But even if you're well placed in academia and don't need the money to live on while you're writing your book, you want your publisher to promote your book beyond putting it in the catalog and sending out a few press releases. (See "Production and promotion.") The greater the financial investment your publisher makes in your book before it comes out, the harder your publisher likely will promote your book when it comes out.

The same logic holds in reverse. The less your publisher invests—and the more you invest—the less likely the publisher will be to exert top effort in promoting your book. Keep that in mind if your contract asks you for a subvention, which is an advance that you pay to the publisher. Is the humiliation of signing a contract that is one step removed from a subsidy contract worth the prestige you will receive by writing a book that bears this publisher's imprint? Will you benefit in other ways—tenure, speaker's fees, the resale clause and personal sales—to make up for the cash you pay upfront? As long as you're paying money upfront, look into self-publishing before agreeing to pay a subvention.

Whatever they offer you, if they offer you anything, it will be low compared to trade publishers. Ask for double—after you've gone through the dialogue outlined above. (See also "Right to dump you and leave you high and dry.")

Honoraria: If you are contributing an entry to an encyclopedia or an essay to an anthology, it is likely that you will be paid by the word. Contracts don't even use the word "pay." Rather, you will receive an "honorarium." Whereas trade journalists are pushing for \$1 a word and above and many professionals would not think of writing for less, academic authors seldom realize they can negotiate and as a result often take what they are offered without question. A typical range will be 10 to 15 cents a word. At least one contract that came to the National Writers Union's attention offered 2 cents a word! Some presses offer merely the honor of claiming a byline. As with poetry anthologies, they may pay in copies of the book. In any of these cases, double whatever they offer to provide you and don't flinch. If your contract offers pay *or* copies, strike the "or" and

write “and.” You may or may not get both if you are contributing to an encyclopedia; the best you can get may be pay and a photocopy of your contribution—but it doesn’t hurt to try. But if you are writing a book you should get both.

Grant of secondary rights, in general: Before you grant any secondary rights, ask which ones they will be actively exploiting and how they will be exploiting them. For instance, if they don’t have an agent in Hollywood turning their books into movies and they aren’t actively turning print books into audiobooks, don’t give them any form of performance rights. Keywords and phrases to look for in searching for references to performance rights include audio (sound recordings), video, motion picture, multimedia version, television and radio, cinema, cassette, filmstrip, disk, wire recording, stage, movie, dramatic, public reading, adaptation, visualization, and recording. If you want to retain performance rights, you need to strike all related keywords and phrases. If they say they do make an effort to turn books into movies or audiobooks, ask how successful they’ve been in the past and with which books. If they have not been successful, they should be agreeable to letting you retain performance rights. If they are adamant and you find yourself faltering in the face of their resistance, give them limited-time rights, say eighteen months. Remember your bottom line. Most academic books will never be made into movies, but then again most trade books won’t be either and the same logic holds. If the publisher has no intention of exploiting the right, the publisher has no business asking to license the right.

Electronic rights: Electronic rights used to be a 50-50 split at worst. Sometimes the author could get up to 90%. But that was when electronic rights were only a minor part of the income stream. Then along came the windfall provided by the Electronic / Information Age. Instead of sharing it with the authors, publishers decided they wanted it all. Thus, around the turn of the millennium, when netLibrary, the first e-book publisher of any consequence, began negotiating with academic publishers to scan back copies of their catalogs to turn the books into e-books, the cost to publishers was two books: one for netLibrary to tear apart and scan and the other for netLibrary to display in their hardcopy library of books they had in electronic form so they could show that the print and electronic versions of the books looked the same. Publishers then turned around and offered their authors “appendixes” because “your contract doesn’t have a clause for e-books.” In those appendixes, they offered their authors 10% of net (15% if they were nice) for books sold by netLibrary. They were deliberately deceptive. Contracts did indeed have clauses for electronic rights, and what can be more electronic than an e-book, which stands for electronic book? “But e-books aren’t covered under e-rights,” publishers explained. “They’re merely an extension of print rights.” Writers’ groups were slow in organizing around this blatant theft; likely no more than a handful of authors held out for what they deserved. Today, new contracts routinely offer authors 10 to 15% net for e-book rights. Fight for at least 50%. This fight should not be seen as lost—but winning it will be a long uphill struggle.

Resale clause: The typical resale clause says some variation of “The Author may buy books at [somewhere between 25 and 40%] off cover price for personal use, not to resell. Royalties shall not be paid on books purchased at this discount.” This clause is also

known as the “drunk lawyer clause” because it actually harms the lawyer’s client, for whose sole protection the contract was supposedly written.

How does it harm the publisher? By treating the author as a competitor of the publisher instead of a partner. Here’s the logic: Once you finish writing your book, you are no longer merely the author. You are now potentially also a distributor, like Baker & Taylor and all the other big players. You have your own distribution channels that their best sales network will barely scratch or will miss completely, namely your friends, your relatives, your colleagues, your students, anyone who attends a reading or book signing or lecture or any other event you set up on your time and at your expense. Therefore, cross out that minimal discount and that final phrase: “, not to resell.” Instead, write “50% or the best distributors’ discount.” Further, when Baker & Taylor and other major distributors buy books at discount you don’t lose royalty; therefore, there is no reason why you should lose royalty when you buy for yourself at a discount.

The royalty sentence often doesn’t appear in the contract. If it doesn’t appear in yours, don’t make trouble for yourself by bringing it up. If it does—cross it out. Don’t reword it. Just cross it out. Over the phone explain the overall logic to your editor. If your editor has the interest of the company in mind, you should get no argument. In fact, a capable editor should welcome your help because sales you make represent free money for the publisher: 50% of something is better than 100% of nothing. Then buy yourself 50 copies of your book for inventory and keep them in your car everywhere you travel. Set up your own author tour using the National Writers Union Authors Network, which can be found at www.nwu.org > Book Authors > Members Only. If you have any hope of making money off your book, this is the best way to do it.

Return of notes and knowledge: It is not unusual to find some variation of the following clause in academic press contracts:

The Author agrees that all research, photographs, and related materials and information developed during the writing of manuscript are the sole and exclusive property of the Publisher. At the conclusion of Author’s duties under this contract, Author will deliver all research and related materials and information, whether in hardcopy or electronic or other media, to the Publisher.

Strike it. This clause puts an undue burden on you to keep track of absolutely everything. Do they own correspondence between them and you? Do they own your contract advisor’s communication with you? Your midnight freewrites before you drift off to sleep? What about confidential interviews or interviews that don’t result in quotes or usable information? If so, you have to be up front with everyone with whom you communicate.

Also, as a freelance writer you earn your living by reusing your material in different forms, with different slants, and for different audiences as long as it doesn’t directly compete with the book that is the main subject of your contract. Practically, the publisher will never use most of the material; has no moral right to ask for it or prevent you from

reusing it, especially given what they're paying you; and likely will never ask for it anyhow—but if you're curious, or if they object, ask how they plan to use it and insist on your fair share of the profits. For instance, they might want to store the photographs in their image database to use in other books that they publish. In that case, keep the copyright to your photographs and your right to determine how you reuse them, and let them contact you for permission whenever they want to use one. You can negotiate the payment later depending on how they plan to use it: one-time print, e-book, large circulation or small, nonprofit or for-profit, database? You should never be obligated to deliver photographs that they didn't use in your book unless they paid for the photographic materials and your time in shooting the photographs.

Copies of the manuscript: “The Author shall deliver two double-spaced printouts of the completed manuscript in a standard word-processing format.” This isn't a big-ticket item but every dollar adds up. For a book, to you this clause means a ream of paper give or take, wear and tear on your printer's cartridge or photocopying expenses, shipping and handling, the cost to insure delivery, and the related time involved in creating the package. Counter that clause with an offer to send an electronic attachment in whatever format they want. If they argue, tell them to take the paper costs out of your first royalty payment. You still save wear and tear or photocopying, shipping and handling, and time.

On the other hand, if you have written an entry to an encyclopedia or an essay for an anthology, your contract probably already tells contributors to send attachments. If they are still asking for hardcopy, they likely haven't made the transition into the twenty-first century.

Photographs and other images: A moment of mercy for the publisher here. Do not ever send the only copy of a photograph or other image if you want it back. Publishers always promise to return them, and reputable publishers do. But mistakes happen. Editors and image departments handle multiple books at once. Images get lost. You can express righteous anger at the publisher and the publisher will feel genuinely bad (because in most cases the “publisher” is really just an underpaid editor), but such expressions of anger and sympathy will not find your lost image. Save yourself the grief. In every case, send a laser-ready copy or an electronic file and keep the original.

Production and promotion: After promising to publish your book at its own expense, the publisher will add a clause to the effect: “All details of publishing, including but not restricted to format, jacket design, pricing, and marketing strategy, shall be determined by the Press except that the Press may consult with the Author on these matters.” The key word here is “may.” It is not protection to you. Cross it out and write “will.” The publisher will object, especially about the right to determine price and format. You probably won't win that one and in most cases it won't matter to you. But you can counter by asking to separate them from jacket design and marketing strategy and keep “will” for the latter two. If you meet resistance, try “will seek input from.” In any case, absolutely do expect to move them in your direction. After all, isn't it sensible for them to ask you what selling points you think stand out and might make good cover copy?

Here's a promise you don't want your publisher to keep. Not every publisher will tell you directly but they're all thinking it: "Don't count on us to do a major promotion beyond listing your book in the current catalog and sending out a few press releases and review copies." Although you have little chance of their putting you on tour, they certainly should send you an author's contact sheet where you can list academics who you think might adopt your book for classroom use, every journal you know of that might review it, and any other individuals or organizations that you think should receive review copies or press releases. Make sure they send you electronic copies of any press releases they write so you can reformat them on your own personal or business letterhead, personalize them if necessary, and change the contact information so responses come back to you when you contact the media. In this way, you can make sales from your own inventory. (See "Resale clause.") Their promotion budget is based on the assumption that you, the author, have no interest in doing any of the legwork to sell your book. Why is that so? Because most academics don't. But you're different. You do care about the success of your book. You negotiated for a favorable resale clause that treats the publisher and you as partners. Suggest conferences and book fairs where the book should be displayed or where you should do signings. It's happened to other ambitious authors. Why not you?

On the other hand, if they do want to use you for promotion, make sure it is clear that they pick up the tab. For instance, your boilerplate may contain the following clause:

The Author agrees to appear in person at reasonable times and places upon the request of the Publisher.

If it does, insert the following sentences:

Publisher shall pay all related costs for lodging, transportation, and meals.
Speaking fees will remain negotiable for each appearance.

Let them know while you're negotiating, and remind them once the book comes out, that if they pay for your transportation and food, there is a good chance you will be able to use the Authors Network to save them money on lodging expenses.

Right to dump you and leave you high and dry: This clause actually appeared in one contract: "In the event of the eminent publication by another publisher of a Work that duplicates the material and/or substance/thesis of this Work, the Author and the Press will re-evaluate the feasibility of successful publication. The Press shall have sole discretion to determine if publication is feasible." Although it is heartening that the author gets to participate in the conversation, all power lies with the publisher. According to this clause, you can research and write three-quarters of the book, with all the time, effort, and financial outlay that work includes, and then find yourself with no contract. Cross out that clause and don't look back. If the publisher insists on retaining it, then demand a nonreturnable advance—which, in all probability, your contract does not include. As a fallback, still demand an advance but agree to refund an amount proportional to the amount of the book you have not completed. Think bottom line and dignity.

Confidentiality: What better way to keep writers ignorant about general working conditions than mandating that writers can't share terms of their contracts with other writers? If your contract includes a phrase such as the following:

You agree to keep confidential and not disclose the terms of this Agreement except to your authorized legal and financial representatives with a need to know and then only for purposes of representing your interests under the Agreement.

cross it out and don't back down.

Complimentary copies: Publishers are notoriously cheap with complimentary copies. Whatever they offer, cross it out and ask for double.

Peer review: Most contracts don't have clauses that pertain specifically to peer review but a few words about the process are in order because it happens with monographs (including textbooks and dissertations), essay anthologies, and encyclopedias.

Most monographs come to the publisher unsolicited, which means the authors make the first contact. Monographs may already be completed or they may be in the form of a query letter, which is a combination outline of the book and sample of the author's writing.

For a completed manuscript, if the publisher has no interest it will be rejected outright. If the publisher has some interest it will be sent blind, which means the reviewers don't know who the author is, to four to six outside content specialists—peers. They will be paid an honorarium to review it and submit comments, which usually take the form of answers to a formal questionnaire that analyze the content, credibility, and marketability. Regardless of what they say, the final decision will usually be with the in-house editor who is handling that manuscript. In both cases—outright rejection or rejection after peer review—because no contract has been signed at this stage, the publisher is under no obligation to provide any comments or helpful suggestions for the author to bring the manuscript into publishable form. Ask for them anyhow, including copies of the peer reviews (which may or may not come with names of the reviewers). After all, it is to the advantage of both author and publisher if an already completed manuscript can be made publishable through revision. But even if the publisher sticks to the rejection, studying the comments may help you improve your manuscript and find another publisher.

The equation changes once you sign a contract based on your query letter. Although the process of peer review with the finished manuscript will be the same, now if your book is rejected you do have the right to a detailed analysis of why it was rejected and what you can do to make it acceptable—if you had the foresight to negotiate such a clause into your contract. See the main text of NWU Guide for more on rejection of manuscripts.

Contributions to a collection of essays will be reviewed by the general editor, who likely was hired on a freelance basis, and possibly the in-house editor as well. Contributions to an encyclopedia may be reviewed by one of a team of associate editors and/or the editor in chief and/or the in-house editor. Depending on the practice of the publisher and the terms of the

contract, final decisions may be determined by any one of the reviewers or a combination of them. For you as the contributor, it is important that your contract have terminology described above that requires the publisher to provide you with specific instructions on how you can bring your manuscript into compliance with their standards if it is initially rejected. You can take some comfort in the knowledge that publishers, who are usually working on tight deadlines, do not find satisfaction in rejecting a manuscript outright because it means they have to find another contributor, who has to then start from a blank sheet of paper and still meet the same deadline in less time. However, in taking comfort, don't assume that means the publisher will accept a shoddy manuscript. Alternatively, if such a piece has been totally rejected and you are the authority who has been contacted to write the same piece in less time, know that the urgency gives you negotiating power. At a minimum, you might begin by asking for a more respectable honorarium or by insisting on maintaining your copyright. (See Copyright.)

Editors: While contracts for editors of anthologies and encyclopedias will have some clauses that touch on similar issues as contracts for authors and contributors, a difference pertains to the additional tasks of editors. Editors may or may not be expected to contribute individual essays to the collection. They will be expected to do some combination of the following tasks: create the table of contents, including frontmatter and backmatter; write an introduction to the book; write scopes for all of the articles; put together an editorial board; recruit authors or suggest authors and provide contact information so the in-house editor can find them; review contributions; find or suggest images for the articles (line art, photographs, maps, charts and tables); and review typesetter page proofs. To accomplish these tasks they may be expected to attend conferences, make phone calls, write emails, and certainly be competent in current technology. The intensity of the work is determined by the size of the collection, the length of time allotted before typesetter date, the ease or difficulty in signing knowledgeable authors who can meet your deadline, and the competency of the editorial board. Tasks of the board are a subset of the editor's responsibilities and, in fact, may be identical but for only a portion of the complete book. On the other hand, some board members are chosen only because their names on the masthead lend prestige and credibility. If any members of the board fail to produce, the editor will be expected to pick up the slack. Final responsibility rests with the editor.

An in-depth discussion of editor and editorial board contracts is beyond the scope of this appendix.

A few final words

There is nothing simple about looking at your first book contract. Contracts are a mumbo-jumbo of legalese that is deceptive, vague, and oppressive. Don't let yourself feel rushed. Don't make any conclusive statements over the phone without first taking a day or so to think about the ramifications. Practice saying, "Let me get back to you. I need to speak with my contract advisor." You can be sure your publisher will check with their lawyer. Why should you do any less?

It's true that there are a lot of writers who are willing to sign poor contracts in exchange for bylines. But it isn't true that the moment you speak up your publisher will dump you.

There is tremendous pressure in the publishing business to produce many books and produce them fast. This is a testament to the megabucks publishers stand to make from your knowledge and your labor. But publishers still want to produce quality books because their reputations rise and fall based on the books they produce. While they won't give in to your every demand, it is a lot cheaper for them to let you win on a few clauses than it is to reject you altogether and find another writer, with a good book, who won't make any demands, in time to get the finished product into the next catalog.

Finally, always think of your bottom line. If you're willing to cross it, then you aren't negotiating; you're bluffing. Look in the mirror before you make that first phone call after you've had a chance to read NWU Guide to Book Contracts and then review your contract with your contract advisor. Practice saying, "I am a writer. I have dignity."

Ken Wachsberger is former 2nd Vice President of the National Writers Union, UAW Local 1981 and is a member of the Southeast Michigan chapter. He is a contract advisor with the Grievance and Contract Division as well as a freelance writer, editor, and author, an independent publisher, and owner of Azenphony Press
www.azenphonypress.com; ken@azenphonypress.com.