

Writer Alert: Rowman and Littlefield

November 28, 2005

In negotiating a book contract with this scholarly publisher, a member of the NWU insisted on a provision stating that at least one edition of the work would be published as a trade title. The trade discount meant that the book would be available at a substantial discount through outlets such as Amazon, thus assuring wider distribution. However, this was not to be the case.

Rowman and Littlefield issued the book in both hardcover and paperback, and sold the hardcover edition at a trade discount. The first printing of the hardcover edition sold out quickly, but instead of printing more copies, which is what the publisher had told the author would happen if all copies were sold, the publisher allowed the hardcover edition to remain unavailable and reset the price of the paperback edition higher than that of the hardcover edition. The paperback edition has a smaller discount and thus is being sold by Amazon and others at a substantially higher price than was the hardcover. The author, whose priority is to maximize distribution of the book, filed a grievance with the NWU.

Rowman and Littlefield insisted that it fulfilled its obligation by issuing the initial hardcover printing with a trade discount. The author and the NWU argued that the contractual obligation to make an edition of the work available as a trade title is ongoing for the lifetime of the contract, not a temporary commitment that expired when the first hardcover printing was exhausted. We called on the publisher to resume sales of the hardcover trade edition or to convert the paperback into a trade title. Rowman and Littlefield has refused to do either, which the NWU regards as a violation of both the intent and the letter of the contract. Having reached an impasse, we notified the publisher that we would post this alert.