Key Contract Clauses

There are five key clauses that must be improved in the usual publishers contract. These five improved clauses should be "deal points" in every contract.

reversion clause. This clause lists the conditions under which the rights to the work are returned to the author. Those conditions should include 1) failure to publish by the date provided in the "publication" clause, 2) failure to publish a revised edition not less often than every _____ years, (3 to 5 years normally) and 3) going "out of print," as defined by a well drafted out-of-print clause. Don't look for this clause in the contract as offered.

The publication clause of the usual contract normally provides that the publisher shall publish the work in a time and manner selected by the publisher. Just as the publisher sets a deadline by which the author must submit a complete and satisfactory manuscript, the author must insist on a deadline by which the work will be published, (normally 12 months after submission of a satisfactory manuscript.)

The satisfactory clause of the standard contract should be modified to provide a reasonable but limited period (e.g. 60-90 days) within which the publisher shall notify the author after submission of completed manuscript, in a detailed writing, of the manner in which the manuscript is unsatisfactory. The clause should provide that the author will be allowed a like period of time during which editorial assistance will be provided to accommodate the author's provision of a manuscript revised according to the publisher's specifications. Failure thereafter to submit a satisfactory manuscript would justify the publisher's rejection of the work.

An improved competing works clause needs to narrow the scope of those works that might be considered competing. This can be done by limiting the prohibitions to substantially similar works marketed to the same audience.

SOFTWARE SPECIAL-INTEREST GROUP BEING FORMED

Authors who write instructional materials in any medium have always been welcomed as regular members of TAA. Authors who write in the medium of computer software were given special attention on the program of the 1990 TAA convention and are now being further encouraged by the formation within TAA of a special-interest group for software authors. Leading the organization of the group are Doug Chute and John Noon.

Chute, a professor of neuropsychology at Drexel University, was active at the 1990 convention, participating in a half-day seminar and leading a discussion of the problems of software authors. He is a winner of an NCRIPTAL award for producing outstanding educational software. Noon, who was also active at the 1990 convention, participating in a half-day seminar along with Chute, is the publisher of *Syllabus*, a publication of Apple Computer.

Members with interest in instructional software are encouraged to communicate with the organizers of the special group and to inform prospective members of its formation.

Communications may be sent to TAA headquarters.

TAA Software Interest Group P. O. Box 535 Orange Springs, FL 32182

And finally an improved revised editions clause will reference the "reversion" clause (see above) and retain some royalty interest no matter how many revisions are completed with authors other than the signatory author.

Variations of all those improved clauses should be included in every initial contract. The more TAA authors insist on these basic premises, the easier it will be for all textbook authors.

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SPECIAL INTEREST GROUP FOR EDITORS CONTEMPLATED

What good is an author without an editor?
What good is an editor without an author?

This multiquery may turn out to be a kind of motto if a special-interest group being considered is actually formed. The group, to be a part of TAA, would consist of editors of textbooks and other text materials, including freelancers. Its agenda, to be developed, would probably include working with authors on such issues as improvement of the reviewing process and developing more efficient means of editor-author communication and cooperation.

Asked what he thought of the idea, Bill Masterton, TAA president, said "Improved communication has never to my knowledge been harmful. I am urging the formation of this group. I think it will be good for TAA, good for editors and good for the industry." Mike Keedy, TAA executive director, had this to say. "We have been talking to some of our members and some editors and I must say that the response is interesting. About half of those to whom I have spoken were enthusiastic about it, both authors and editors. Nobody was opposed to it, but several persons were afraid that there would be opposition from others."

Suggestions and reactions are invited. Responses can be sent to TAA headquarters.

DIRECTORY OF EDITORS TO BE PUBLISHED

Eighty-nine publishers and 800 of their editors are to be listed in a forthcoming publication. Titled *The 1990 Directory of College and Medical Textbook Editors*, the continued on page 13