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## The Collaboration Agreement

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Perhaps you are considering a joint writing effort with a colleague. Or maybe you've just been selected as part of a K-8 writing team for a basal text. Likely, the question will arise, "Should we have some type of agreement between ourselves, or will the author-publisher contract take care of everything?" As you will see below the collaboration agreement deals with many matters not addressed in the standard author-publisher contract. It is therefore generally wise to provide for such an agreement whether your collaborator is a close friend or colleague or a complete stranger.

#### Purpose

One of the primary purposes of any contract is to provide a level of certainty that the reasonable expectations of the parties will be realized. One of the effects of negotiating a contract is to force the parties to articulate their reasonable expectations. The process has the effect of causing all parties to enter a contract only after they have made their best efforts to anticipate and provide for the various circumstances that may arise during the life of their agreement.

What should a collaboration agreement include? Let's look at some of the more significant claus-

es of any collaboration agreement. You can't provide for every circumstance that may arise, but you can cover 95% of them with a good agreement. The result will be a business-like relationship with less room for misunderstanding.

## Determine Responsibility For Work

If you are collaborating on a single text or text and supplementary materials, the first concern involves the respective responsibilities of the authors. If you start by developing an outline of the text it then becomes easy to assign chapters or subjects to each author. If you are an author on a K-8 writing team it is likely the publisher has already done this.

In any event the agreement should set forth the primary responsibilities of each author with respect to the Work.

### Develop a Time Line

Your author-publisher contract calls for a "final manuscript" by a date certain. Counting back from that date, construct a reasonable schedule for generation of manuscript. If you have done this before you are at an advantage. If this is your first text, talk to someone who has published a few similar texts. But be sure to talk to them about how long it took to write their first text, not their tenth.

Talk to a few experienced authors, bearing in mind that each has different work habits and productivity. Add in time for unexpected delays such as minor illnesses, writer's block, publisher's changed plans, editor's vacation or illness, change of editor, etc.

The time line can be attached to and incorporated as a part of your collaboration agreement, or can remain as an informal document without strict contractual ramifications. In either event the time line may be used to develop realistic scheduling for the completion of work.

# Final Editorial and Creative Control

Perhaps you have already given

this up in your author-publisher contract. If not, consider dealing with it here. It may be one of the authors has superior editorial talents, or is far more experienced. If so, this author might be given artistic control over the project with authority to negotiate final editorial changes with the editor. As an alternative to this you might authorize the more experienced author to engage in all preliminary editing with the less experienced author retaining rights to final approval (more cumbersome, but isn't democracy always so?)

# The Business Side of Book Writing

Another job for the more experienced of the authors is the business aspects of your collaborative effort. For example, the selection of an attorney to assist in the negotiation of the author-publisher contract. The more experienced author will have more contacts to turn up the right attorney for you. While the collaborative agreement may designate the more experienced author as point man on negotiations, it should be made clear that all authors must sign any third party agreement.

### Set A Budget

Your author-publisher contract may impose certain production costs on the author. Be sure you are aware of all such costs or potential costs to be borne by the author. I have seen first-time authors sign book contracts calling for authors to pay 50% of art costs in elementary school texts. The result was hundreds of thousands of royalty dollars going to relieve the publisher of production costs. Your Collaboration Agreement should budget for all such costs including:

1. Author travel. This may include uncompensated travel to New York to meet with your publisher; or travel to Cleveland to meet with your co-author; travel to Europe to view the Mona-Lisa featured on the cover of your Art Education text.