- 2. Art costs (See above).
- 3. Cost of permissions to be paid by Author.
- 4. Typing costs.
- 5. Costs paid to a college student to help in preparation of a workbook, index or table of contents.

Set a budget and incorporate it by reference as an Exhibit to your Collaboration Agreement.

Credits

The time to see whether ego is going to stand in the way of a beautiful relationship is before you are a year and a half into your book. Who is named first? If one author is a better draw by reason of past publications or some other claim to fame, by all means put your best foot forward. If all coauthors are roughly on par, go with an alphabetical listing or a coin flip.

Advances

Money is a great motivator. Consider providing in your Collaboration Agreement for a joint interest-bearing account to hold your advance money, with release requiring the signature of all collaborators pegged to certain completion points in the manuscript. (Note: This is not practical if 1) your advances are so small that bank service charges exceed interest; or 2) your "advance" is really a late payment for work already performed.)

Money

Share and share alike? Quite often this is the best arrangement. However, there are a number of factors that weigh in favor of something other than a 50-50 split of royalties: superior knowledge, writing skills, experience, name recognition are just a few. It may be that one author will do two-thirds of the work. An illustrator may not get as much as the author unless his name is Gary Trudeau. Whatever the circumstances, don't

be afraid to discuss what you think is fair.

Competition Clause

You know that terrible competition clause in your Author-Publisher contract, the one I rail against in author workshops and in past "In Jure" columns? You need one here. If your work is published, you don't want one co-author publishing a competing text that will undermine sales of the work. And if your work isn't published you don't want jointlytaking co-author authored material as his own to a new publisher. See the April 1990 "In Jure" column for ideas on structuring a legal non-competition clause.

Duration of Agreement

How long should your Collaboration Agreement be in effect? For the same time as the life of the copyright to your work. In the case of a jointly authored text the term should be for 75 years plus renewals and extensions.

Arbitration of Disputes

Most authors cannot afford a lengthy litigation over a Collaboration Agreement. The best means to an abbreviated, relatively inexpensive and quick resolution of disputes is a clause in your Collaboration Agreement that calls for binding arbitration of all disputes before an arbitrator. The American Arbitration Association rules may be stipulated to in this clause. You may also wish to adopt the laws of a particular state, and preset the forum where the matter will be heard, e. g., Peoria, Illinois.

Warranties & Indemnities Clause

Another dreaded clause from the Author-Publisher contract is particularly appropriate here even if (and it will be) included in your Author-Publisher contract. The promise in the Author-Publisher contract is to the publisher, and of no avail to the co-author. Since a third-party will

name you as well as your plagiarizing or defaming co-author in any lawsuit (and prevail as to your joint liability), you need the protection of a warranty from your co-author that everything be original and non-libelous, together with an indemnity against damages and costs in defense in the event the warranty is breached.

Termination

An important part of your Collaboration Agreement is the provision for termination of the agreement. Termination may occur by reason of death or disability, unwillingness or inability to complete the work or by reason of irreconcilable differences between the authors. It may be that a far better offer comes along, making the tenth revision of your collaborative work "Guide To Window Washing" seem somewhat pedestrian by comparison. (Yes, there is such a book).

The issues to be addressed in this section of the C-A are:

- 1. Who gets control of the incomplete manuscript and supporting and supplementary materials;
- 2. What will be the arrangements for royalty sharing should the work be published;
- 3. Who pays for completion of the work; and
- 4. Will there be a change in the previously agreed-to credits order?

The answer to who gets control of the manuscript may be obvious or it may be difficult. When one member of a two-member writing team dies, the survivor should take control, complete the work, or make provisions for completion and go forward with publication. The Collaboration Agreement could fairly provide that the royalty split set forth in the agreement will prevail for the current edition, with the deceased author's royalty account

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