the revisor, provided that you would not unreasonably withhold your consent."

"You deserve royalties even if you do not get to prepare the updates-the key question is how much will you get? Ask yourself how much of the material will be new--the revisor should get no more than that percent of royalties, and in no event should she get more than 1/4 of the royalties from your book for the first revision....As long as your words, ideas and especially your name are on that book, that is your book, and you should be getting royalties!

If you are going to work on the revisions, ask for a new advance and have this put into your original contract for the work. Don't forget, revisions take time--time in which you could be doing other things!"

- write a textbook, do you ever think about what the book will look like? Perhaps you do, but I'd bet that very few of you--if any--have had any real control over the cover of your books. After all, what your book looks like will affect both how it is read and who reads it. It also can set the tone for the entire book."
- Abridgements and Anthologies. "Many contracts also give the Publisher the right to print abridgements and condensations. While this might seem innocent enough, any lawyer--or, I might add, eight year old with playground experience--will tell you that words, when taken out of their context, can be manipulated, and an entire new meaning can evolve. Therefore, it is dangerous to give your publisher this right without retaining some control for yourself...it is wise to retain the right to be consented before your work is abridged or condensed, or--ideally--the right to refuse such publication."
- Supplemental Materials. "The clause concerning supplemental materials can be especially significant for textbook authors. Many of you have created workbooks, study aids, tests or laboratory materials to go with your

texts. How much did your publishing company pay you to create them? What additional royalties did you collect because of their existence? You probably got nothing. In fact, you may not have written them at all. You may even have had money deducted from your royalties so that someone elsesomeone you did not choose-could be paid for creating them.

When your supplemental materials only amount to a 10 page workbook, or a few test questions, this is not a ridiculous request. However, when the materials requested of you require more detail and time, you deserve compensation. You should try to negotiate a flat fee, or try to get them assigned to an outside author. However, if you choose the second route, be sure that you have some control over either who will author the supplements, or else have final approval of the supplements. After all, your name is on the cover. Finally, be certain that you do not pay for their work."

<> Royalties. "Money. We all need it, we all want it, and quite frankly, we deserve it for our efforts. Yet, because many textbook authors have a primary income teaching, publishers sometimes conveniently forget these things. If you've ever been refused an advance on the grounds that you don't need it, inform your publisher that this is simply not the case...Professors and teachers often give up summer income in order to write, or take time off from their teaching to finish a work. Even if you haven't, there is no reason why a publisher should treat you any differently than they treat their other authors."

"Even if you trust your publisher completely, it's a good idea to have an audit clause in your contract which gives you the right to check their books and which forces them to pay for the audit if they are inaccurate."

Copyright. "Whose name is your copyright under? Yours or your publisher? This may seem to be merely a technical

point, but in reality, it matters. Author Richard Balkin said in his book A Writer's Guide to Contract Negotiations, that he has never heard of a good reason why a Publisher should retain the copyright, and we agree. It is your work, and the copyright should be in your name.....If your publisher simply won't budge on this issue, be extremely vigilant when negotiating your revision of rights clause, so that it is clear when and how you can get these rights back."

<> Other Works. "It is very important to know whether or not you will have the freedom to continue creating in your field. This freedom is often stifled by clauses such as the Options Clause, and the Non Competition clause. We at the Authors Guild recommend that your contract contain none of these clauses....By signing a clause preventing yourself from writing a work which might compete (usually for the term of the contract--which is unknowable since your contract doesn't end while your book is in print) you are accepting a professional gag order in your field of expertise. If you can't eliminate them, at the very least, spell out as narrow a field as possible for you to abstain from writing about."

"To be a savvy negotiator today, you absolutely have to understand the current and future state of electronic publishing. You have to understand how it works and how you can take advantage of it, and above all, you must come away understanding that to negotiate a contract today without keeping electronic publishing in the forefront of your mind, is a real mistake. It is only by understanding this that you can take control of your work--in all of its potential forms."

The major forms of electronic publishing which I will discuss to-day are CD-ROM and diskettes, and Custom Publishing Services.

CD-ROM discs look like musical compact discs, but are used with computers. They are better than traditional computer discs, because the words in the text can be com-