Author be required to approve a license: (1) issued on a flat fee (rather than an advance and royalty) basis; (2) that permits the abridgment or anthologizing of the Work or the addition of illustrations, sound, text, or computerized effects (such as animation, voice-overs or hypertext links) to the Work or the distribution of the work with any other product; (3) in which the licensee does not provide reasonable protection against unauthorized copying of the Work; (4) in which licensee obtains the exclusive rights to any format; or (5) that in any way diminishes or prejudices the dramatic electronic rights retained by the Author (collectively, the "Approval Conditions").

Publisher shall retain an agent's percentage of 10% of the proceeds from the licensing, of electronic rights. Publisher shall pay Author the remaining 90% of the proceeds within 30 days of Publisher's receipt thereof.

Author grants Publisher the right to publish non-dramatic electronic versions of the Work only in the Authorized Formats, on terms to be negotiated with the Author in good faith, subject to Author's consent with respect to the Approval Conditions. If Publisher does not license or otherwise exploit the electronic rights in any of the Authorized Formats within 18 months of publication of the work, the rights to each such unexploited Authorized Format shall revert to Author.

EXCERPTS FROM ASSOCIATION OF AUTHOR'S REPRESENTATIVES POSITION PAPER

- 1. Pure electronic publishing rights (nondramatic, without audio or visual components, and without adaptation) resulting in a visible and readable text may in most instances have to be conveyed to the publisher.
- 2. It is important for the Author to have the right of approval of all terms of licenses of these rights as well as direct use by the publisher of such rights.
- 3. The Publisher should be required to notify the Author of all inquiries and offers regarding these rights.

4. Further down the line, when CD ROM technology develops to a point where it encroaches on volume sales of individual titles we may have to renegotiate the authors' participation to ensure that their overall earnings are not reduced.

Typical Clause

Author's Publisher's Share Share 50% 50%

Subject to Authors' consent, Publisher will have the right to license nondramatic reproduction of the verbatim text, without adaptation, of the Work or parts of the Work by electronic, mechanical or other form, the result of which serves as a substitute for sales of the Work in book form (this grant of rights shall in no event be deemed to be a grant of audio-recording rights, which are reserved by the Author).

On all copies of an English language electronic book edition, if any, published by ..., royalties shall be payable on copies shipped, less returns, at a rate which shall be mutually agreed on before any such publication.

CONCLUSION

Paragraph 4 of the AAR position paper states that "When CD ROM technology develops to a point where it encroaches on volume sales of individual titles we may have to renegotiate the authors' participation to insure their overall earnings are not reduced." However, for textbook authors who sign a contract obligating them to write the original text and as many revisions as the publisher may request, coupled with a broad competition clause which, for the most part, excludes authors from a broad range of authoring while under contract, renegotiation at a later time may not be possible.

Accordingly, it is of utmost importance that all textbook authors become familiar with and address the important matter of electronic rights in all upcoming contracts.

Mother Nature continued from Page 1

that a master hand had unloaded a box of matches in the air and let them fall where they may. Building materials were scattered everywhere.

We were lucky! Only one tree had fallen (harmlessly well away from headquarters). TAA had been spared..and we couldn't believe it! All over the remaining acres on which headquarters is housed, there was utter chaos, but in this one small area, it was completely unharmed!

It is ironic to note that in all the debris left behind by the tornados, our two plastic trashcans sitting by the road to be collected, were left unmoved from their original upright positions.

As a precaution, six large trees (which were judged as "potentially dangerous") near the headquarters building were removed on Tuesday following the destructive tornados.

In March of this year, in what's termed the "Storm of the Century", the winds gusted over 100 miles per hour spawning tornados almost everywhere in this region.

We had to leave the property when the winds pulled trees up by the roots and tossed them about.

A total of seven large healthy trees were lost during that storm--almost preventing our escape, but not a single one fell on headquarters. Nor on my home nearby. We used chainsaws that time, too, to escape from the property--and barely got out before other trees just missed blocking our path.

This is twice now in recent months, that Mother Nature has thrown her weight around--not just in Florida, but everywhere it seems.

Just the other day, I had laughingly mentioned to a neighbor of mine I wished something exciting would happen in the sleepy little town of Orange Springs!

Well, be careful what you wish for, you may just get it!!

Norma L. Hood Acting Executive Director TAA Headquarters Orange Springs, Florida