

*Publisher/Author Accord:
a Voluntary Code to improve relationships between
authors and publishers*

*A joint initiative from
the Society of Authors in Scotland
and Publishing Scotland*

The agreement or contract between the author and publisher sets out the legal obligations of both parties when a book is embarked upon. There are other areas, however, where it is not possible to set out in detail how the relationship between author and publisher will operate. The business relationship, between author and publisher, often has a personal dimension and this is the area where misunderstandings and disagreements can arise.

This Voluntary Code is offered in the spirit of best practice, and to further good relationships between publishers and authors. It does not preclude any help or support from a writer's agent. It is not legally binding but an adherence to the Code represents an act of faith at a time when lines are getting blurred and distinctions between self-publishing and traditional publishing are being challenged. It is a useful reminder for both parties that care is needed to keep this important partnership running as smoothly as possible.

The Voluntary Code is designed to be complementary to the Publishers Association *Code of Practice on Author Contracts* and the Publishing Scotland *Code of Conduct*.

1. Communication and the editorial process

Poor communication is one of the biggest issues between authors and publishers and can lead to misunderstanding and disagreements. A clearly worded contract can go a long way towards solving issues but there are instances where important information does not appear in a contract and it is those areas of information that we focus on here.

Notifying staff changes

The author/publisher relationship is often a personal one, particularly with key contacts such as the editor and publicity personnel. The publisher should aim to inform authors of any changes to key personnel.

Timescales for phone calls or emails

It would be useful if the publisher could let the author know when the best times are and how often it would be appropriate to call or email the publishers and/or key personnel. The same applies to authors – for example, letting the publisher know of key holiday dates etc. While it is difficult to set a timescale for returning calls, as this can vary during pre- and post-publication periods, the ideal would be within a week and to a maximum of 10 working days.

Regular contact and care

This could take the form of the publisher agreeing a certain amount of time spent with the editor, and/or regular intervals for calling, both pre and post-publication.

This will vary according to the nature of the publication and the amount of time needed on a particular project but it should be made clear in advance.

Clarity on the publishing schedule

A schedule of editing, layout, proofs, cover design, index, and final alterations, is often not communicated with the author, and is very important to the smooth running of a project. While there will often be inevitable slippages in the schedule, sending a brief outline or timeline of how the book will take shape to the author would be very useful.

Deadlines

This applies to both parties and applies mainly to the pre-publication stage where the author should keep the publisher informed of the progress of the writing and on any likely changes to the length of the work and to likely final submission dates.

2. Marketing activity

Clarity on marketing expectations

The publisher will generally know in advance of publication what the marketing spend on the title will be. While this may be of a confidential nature, it would be useful for the publisher to share the expectations for the title with the author, particularly on the planned marketing activities and the extent to which the author is expected to contribute in terms of time and effort.

It would be useful if the publisher could keep the author informed (preferably in advance) of:

- the publication date;
- where internet activity has generated reviews and comments, and where the book is being offered for sale online;
- any social media activity which the author could co-ordinate with their own;
- where advance copies have been sent;
- any information/plans that have gone to PR companies;
- nominations and submissions made to prizes and awards, and any changes of plan
- any requests made from film production companies, events requests etc;
- changes to the jacket or cover;
- if there have been any instances of copyright infringement post-publication, where the book is being offered free on data-sharing sites, for example; and what steps are being taken to challenge the infringement.

Author involvement

The author should make it clear, before the contract is signed, the extent to which they are prepared to get involved in promotional activity, and inform the publisher of the individual events he/she is taking part in, outside of the publisher's own events.

3. Clarity on rights

The treatment of rights should be clearly dealt with by the contract but there are occasions where the publisher is actively seeking certain types of rights and not actively pursuing other types. It would be useful if this were communicated to the author and that a discussion on the reversion of certain types of rights if they were not being actively pursued was had. This is a grey area that is traditionally difficult to negotiate, however: writers should recognise that rights can be transacted years after the initial contact has been made and, while a property is kept in print, it should be recognised that publishers have a stake in a title and may have a long-term strategy for it. However, if the publisher can give no clear plan of action to utilise rights and authors wish to use them, reversion should not be unnecessarily withheld.

If the book has gone out of print and rights are due to revert, the publisher should make this known to the author, if it is not explicitly stated in the contract.

4. During production - naming rights

This relates to the appearance of the author's name on the cover and in the inside of the book, and spine. This should be dealt with at the production stage.

The biographical note should be agreed in writing with the author.

5. *Timely and accurate sales reporting*

It would be desirable to have a monthly report on sales for the first six months after publication as it allows the author to carry out any promotional activity and social media activity that may complement sales in a particular area but it is recognised that not all publishers will have the time to produce these for every author. It would be useful if authors were notified of special offers that have been made on their titles, where the retail price drops below a certain level.

6. *Accounts/royalties*

Royalties should, of course, be paid promptly according to the contract. Publishing Scotland has a *Code of Conduct* for member publishers which requires them to pay royalties in a timely fashion.

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The Society of Authors

The Society has been serving the interests of professional writers for more than a century. Today it has more than 9,000 Members and Associates writing in all areas of the profession (from novelists to doctors, textbook writers to ghost writers, broadcasters to academics, and illustrators to translators). Whatever your specialisation, you are eligible to join as soon as you have been offered a contract.

www.societyofauthors.org

Publishing Scotland

Publishing Scotland aims to support work across the whole spectrum of the publishing sector in Scotland, as a key part of the creative industries, through its range of services, training, information provision, development of projects, and book fair representation.

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