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LEADERS TO FOLLOW

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WRITER'S RIGHTS IN THE 21ST CENTURY

Most authors dream of being published. The excitement of having a manuscript bought by a large, well-known publisher is irresistible: images of delighted agents, book-launch parties, cross-country author tours, TV appearances, a fervent fan club and the delicious pressure from your publisher to write another bestseller are a potent stimulus for many an aspiring writer.

How realistic is this scenario? What rights does the author give up when he or she sells his manuscript? And what kind of treatment is the published obligated to provide for the manuscript? In traditional publishing contracts, the author of a manuscript sells the publisher the right to publish the manuscript. The following questions shed some light on just what is being sold by the author, whether she realizes it or not.

Which kind of publishing is being sold?

To publish is "to bring to the public." In the past, a manuscript was usually brought to the public in the form of a book—a physical object which can be bought, sold and read. On occasion, the book might appear as a magazine serialization before



being printed as a book, but the definition of "book" was understood by all.

Today, books range from the tangible printed (the classic book) to the intangible digital (the cyberspace book that's downloaded from the World Wide Web or a cell phone); from the

well-known sense engagement of a book (touch, sight, sound, smell) to a multi-sensory interactive experience (website with music, photos, blogs, on-line chats with other readers, contests, ads, and the chance to listen to the book being read aloud). The exact kind of publication forms being sold must be stipulated in the contract.

How long does the publisher own the publishing rights?

For the period of time stipulated by the contract between author and publisher, the author gives up the right to publish the book. The writer sells the manuscript in the hopes that the publisher will bring it to the public in ways that will enhance her reputation, bring her to the attention of readers, and make money. She believes that the publisher can do this better than she can herself. Otherwise, why sell it? *To p. 2*

The International Leadership Institute

- WAS FOUNDED IN 1985 IN PRINCETON, NJ
- REMAINS DEDICATED TO LEADERSHIP DEVELOPMENT
- HAS RUN MORE THAN 70 EXECUTIVE EDUCATION AND LEADERSHIP DEVELOPMENT PROGRAMS IN THE US, FOR EUROPEAN CLIENTS
- HAS PARTNERED WITH THE US DEPARTMENT OF STATE, THE UNIVERSITY OF NORTH FLORIDA, THE JACKSONVILLE CHAMBER OF COMMERCE AND MORE THAN 700 OTHER BUSINESSES, UNIVERSITIES, RELIGIOUS ORGANIZATIONS, PRIVATE CITIZENS AND GOVERNMENT AGENCIES



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FROM P. 1

The life cycle of a published book, however, may be short. A first book typically has an initial print run of 3500 copies. If all those copies don't sell right away, the publisher will not reprint. If they never all sell, and the publisher takes a loss (makes less money than it paid to buy, print and stock the book) by having to accept unsold books from bookstores at full price, then it's almost certain that the book is dead in the eyes of the publisher.

The author, in that case, would probably want the book back. Maybe she could sell it somewhere else, or make a movie out of it, or rewrite it and try again. So the smart author makes sure that the period of time in which the publisher owns the exclusive rights to publish the book is a period of time that she can live with.

Who has the subsidiary rights?

Subsidiary rights include licensing characters for lunch boxes, TV ads, and subsequent books. These rights include movie, TV and book clubs rights, as well as paperback rights if the book is originally a hardcover book (which, by the way, is the only type of book that most well-known critics will review). All these rights become extremely lucrative if the book is successful; the author should sell them for what they may be worth.

What does the author have a right to expect from the publisher?

The publisher is obligated to publish the book, period. Unless the author inserts a time frame into the contract, the publisher could theoretically put off publishing it for decades.

One might imagine that the publisher wants to publish the book, but this is not as simple as it seems. If, for example, after the book is purchased, three very similar books are released by competitors, the publisher may want to wait for the market to be refreshed.

INTERNATIONAL LEADERSHIP INSTITUTE PUBLISHING HOUSE announces April 2009 publication of 21ST CENTURY JOBS

Written as a basic handbook for the job seeker (or job changer) in the 21st century, this book offers everything you need to find the job you can enjoy and do best. From self-analysis exercises, through finding out "where the jobs are" right now (and will be in the near future), 21st Century Jobs can help you get your first job, overcome career obstacles or enter an entirely new career.

The skills and strategies taught in 21st Century Jobs will last you for a lifetime.

If the author fails to submit the completed manuscript on time, if it needs extensive revisions, if crucial deadlines are missed for any reason (war, flood, fire), or if money is very tight, the publisher may legally postpone publishing the book indefinitely. By law and custom, the publisher is under no obligation to give the author a chance to choose the cover, or the font, or the way the book is categorized. This means that the book may not get a fair chance, from the author's view, if it is mishandled by the production staff of the publisher.

No law requires the publisher to advertise the book, to promote the author, to have a press release or to put a penny into the marketing, other than listing it in the publisher's catalog. Even if the book's editor loves the book and wants to market it, the publisher may not have the cash flow to pay for anything at all. Many first books sink slowly into the oblivion of overstock and remainder store and websites. This, however, doesn't mean they have no value; if the author becomes famous at a later date, the book can be reprinted, perhaps with some judicious revising first.

What financial rights does the author sell?

The right to make 90% of the profits from each book sold is a right that the publisher buys from the author. The author typically receives a 10% royalty on the price of each book sold; books ordered by bookstores and sent back unsold do not earn any royalty and are subtracted from the author's royalties. Agent's fees of 15% must also be calculated into the author's profit.

Clearly it's not so simple to write and publish a book that sells well enough for the author to give up her day job. Getting published is exciting, but knowing what rights are being sold is crucial for the author's career to flourish.