

## AUTHOR – PUBLISHER GUIDELINES

*These Guidelines are designed to outline principles to help guide the author-publisher working relationship.*



### Sample Material

If an author is invited to produce sample material, the following points should be clarified at the outset:

- Are a number of authors being approached or just one?
- To what extent is the project speculative?
- What exactly is required? An outline plus a sample unit? Will the author be expected to revise the sample unit in the light of readers' comments? How many rounds of revision are envisaged?
- How does the fee offered correspond to the amount of time the author should spend on the sample?
- Will the fee be subtracted from the fee/advance if the author's sample is accepted?
- What is the anticipated timescale (dates for submission, payment, any revisions)?
- What rights are the publishers seeking?

The publisher's brief for a sample should be comprehensive but concise and realistic. If the brief changes, or revisions are required that were not envisaged at the outset, a further fee and/or revised delivery deadlines might be appropriate.

The publisher writes the brief and the author writes material conforming to the brief. Ideally, the publisher retains copyright in the brief and the author in the material; in practice, it may be hard to disentangle the two. However, it should be clear that if the publisher rejects the author's sample, the author is free to use his/her material elsewhere, so long as the publisher's brief is not evident. This is likely to mean that the author should be able to re-use parts of the material, but not a substantial part or the whole.

### When a Work is Commissioned

#### **Contract**

At least the principal terms of the contract must be clearly agreed before the author starts writing.

#### **Credit**

It should be clearly agreed at the outset whether the author will be credited. Having their name on the title page may affect the author's entitlement to income from PLR or ALCS.

#### **Editing**

The author should be provided with a copy of the publisher's style guide.

The editor should send the author the edited manuscript and all stages of the proofs.

The author should recognise that changes may need to be made in order to bring the work into line with the publisher's house style or with other works in a series.

#### **Anticipated sales**

Publishers should explain how the advance they are offering has been calculated and should share with the author information about anticipated sales and revenue, on the understanding that such information is confidential.

## **Deadlines**

Both parties need to keep to deadlines. Publishers may have much to lose if an author misses a deadline – a week’s delay on the part of the author can mean a month’s delay in production and that may have serious consequences for a whole season’s publishing list. Similarly, an author may have set aside time to revise a manuscript in the light of an editor’s comments; if those comments are late, the author may be unable to act on them by the originally agreed deadline (and might have lost income because they had turned down other work in anticipation). Authors and publishers should alert each other at the earliest opportunity to any problems they foresee in keeping to a schedule.

## **Versioning**

For some titles, versioning happens almost constantly. Authors should be aware that they might not be the right person to carry out the necessary work, but appropriate credit should always be given and payment should be made commensurate to the author’s contribution to the versioned work.

## **Competing works**

Competing works clauses must be fair to both parties and should be agreed between the author and publisher at the outset. A publisher’s investment in an educational course may be substantial, so they have to protect their interest; an author may be a specialist whose income is based on writing for a particular educational field, so they have to ensure that they can continue to earn a living.

Consequently, there should be as detailed as possible a description of what constitutes a directly competing work; for example, “any work which is an expansion or abridgement of the Work, or which is in such a similar style as to be likely to affect prejudicially the sales of the Work in the intended principal target markets.” The definition should include the Work’s particular features/unique selling points, e.g. age group, school sector and the level at which it is aimed (including exams and qualifications targeted). It should be clear which components the competing works clause refers to, e.g. Students’ Book, Workbook or both. The nature of the author’s role – main author, consultant, series editor – should also be clearly stated.

A competing works restriction should only apply while the author is benefiting from sales of the work. It should lapse after a specified number of years from first publication, and/or if the author’s earnings from sales of the work in the previous 12 months fall below a specified level.

## **Communication**

Especially with projects that can span several years from concept to publication, good communication is paramount. Most authors appreciate the chance to discuss contractual issues and questions about content, procedure, etc. face to face with their publisher.

For further information please contact Bryony Hall ([bhall@societyofauthors.org](mailto:bhall@societyofauthors.org)), Educational Writers Group Secretary.

The Society of Authors, 84 Drayton Gardens, London SW10 9SB  
[www.societyofauthors.org](http://www.societyofauthors.org)

*These Guidelines have been written in the light of discussions with representatives of key educational publishers.*