Submitting work on disks: authors’ stipulations

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As a result of a survey I recently conducted of authors’ use of information technology,¹ I have become increasingly concerned at the lack of arrangements between authors and publishers for dealing with electronic copy presented on disk. This article makes a suggestion for bringing the matter to the attention of publishers and magazine editors.

It is to supply the disk version of the work in a sealed envelope with conditions of use printed on it. Though the idea seems simple and obvious, no one else seems to be doing it. I have had a very favourable response from editors to whom I have sent my work in this form; it has made them think. I believe we should all be doing this, even if, as a legally enforceable contract, it is open to question. A better legally binding document would be a Disk Delivery Schedule attached to a standard Contract.

My envelope is a compromise: it raises some of the more important issues. Ideally, these should be dealt with in a Contract or by letters of Agreement, but, on the whole, the possible usefulness of a disk is not considered at the inception of a project. Here, then, is the text, followed by a point-by-point explanation of why each numbered item appears.

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**CONDITIONS OF USE**

This envelope contains an electronic version, in ASCII form of the work entitled:

<Book or Article Title>

whose filename/s on disk is/are <filename/s>

Delivery date: Word count:

In breaking the seal, the recipient agrees:

1. to make one copy only on hard or floppy disk for the purpose of production – further copies may be made only with the express permission of the author;
2. to negotiate a fee, higher royalty, or increased speed of production in exchange for the use of disk/s in typesetting;
3. to guarantee that the electronic version will be disseminated only in printed form and will not be made available to databases, text retrieval systems or via any electronic medium;
4. to edit for house style and accuracy only;
5. to present editorial changes on paper clearly visible and distinguished from the original;
6. to establish, prior to electronic editing, whether the author or the publisher’s editor or typesetter will key in revisions;
7. to pay the agreed fee within 28 days of the expected publication date, or as otherwise stated by letter or contract;
8. to return the disk/s to the sender after use.

(Note: 2, 5 and 6 may be superseded by Press agreements)

The author asserts moral rights in accordance with the 1988 Copyright, Designs and Patents Act.

Author’s Name

Address

Phone number

Member of the Society of Authors [Indexers]
Notes on the clauses

1. In lending the publisher a disk, authors are not licensing the propagation of electronic copies; they are permitting the publisher to print the work using the disk to save rekeying. It is important to stress this by indicating that licence is given for only one electronic copy to be made.

2. This should have been done before the work is enclosed in this envelope. However, it is worth stressing—that before the publisher opens it—that the disk is a value-added addition to the MS and some benefit should accrue to the author as well as to the publisher. The careful publisher should query this item, and bring this subject forward for discussion if it has not already taken place.

3. This is the crux of the envelope, and its most important point. The Contract ought to deal with it, but even the minimum terms agreement does not do so explicitly. Even if there is some cover in the rights clauses, it does no harm to make it plain that the agreement is for paper copies only. Copyright arrangements are in force only for paper copies: the indiscriminate proliferation of electronic copies may threaten the authors’ livelihood.

4. It is usual, in contracts, to include a clause specifying the editing arrangements. However, traditional editing practices are changing. Editors can be seduced by the control electronic editing gives them over an author’s writing. There may be a tendency to over-edit, because it is so easy to do so and because the editor experiences a sense of ownership of a text which appears on his or her own computer screen. It does not seem superfluous to remind the publishing team of this.

5. Even where editing is done on screen, the technology exists for providing the author with a print-out that shows what changes have been made. This item is included to stress that hard-copy continue to be the basis of communication between author and editor. This item reinforces the point, made in the report, that hard copy should be the definitive version in case of dispute.

6. No author should be asked to add typesetting codes or key in revisions. If the author wants to, or is offered more money, this will have been the subject of a separate negotiation. But this item confirms the right to expect the publisher to do these things and not make such demands on the author subsequent to delivery.

7. This is not applicable to books and is included here for shorter works where contracts are made by word of mouth. There is a value in repeating it.

8. This may seem mean or frivolous, but it is not. It is important to stress that the disk remains the property of the author at all times. Asking for it back is not to save 60p but to make a serious point.

US bibliography on CD-ROM

The Library of Congress introduced its new CDMARC Bibliographic in August 1991. This lists books, maps, music, serials, visual materials and computer files on CD-ROM disks. Users can search any combination of 19 indexes with Boolean logic or browse any of 16 indexes, which include publishers, language, country, personal name, title, series, year of publication, ISBN or ISSN and Dewey and L of C call numbers. The work is cumulated quarterly; the annual subscription is $1,200 ($1,250 overseas), available from the Library of Congress, Customer Services Section, Cataloging Distribution Service, Washington, DC 20541.