

Publishing Scotland

Foillseachadh Alba

Publisher Members Code of Practice

Publishing Scotland requires its Publisher Members to adhere to the following Code of Practice in all dealings with their authors.

1. The publishing contract must be clear, unambiguous and comprehensive, and must be honoured in both the letter and spirit.

Matters which particularly need to be defined in the contract include:

- (a) a title which identifies the work.
 - (b) the nature of the rights conferred.
 - (c) the time scale for delivery of the manuscript and for publication.
 - (d) the payments, royalties and advances.
 - (e) the provisions for sub-licensing.
 - (f) the responsibility for preparing the supporting materials.
 - (g) the termination and reversion provisions of the contract.
2. The author should retain ownership of the copyright, unless there are good reasons otherwise.
 3. The publisher should ensure that an author who is not professionally represented has a proper opportunity for explanation of the terms of the contract and the reasons for each provision.
 4. The contract must set out reasonable and precise terms for the reversion of rights.
 5. The publisher must give the author a proper opportunity to share in the success of the work.
 6. The publisher must handle manuscripts promptly, and keep the author informed of progress. All manuscripts and synopses received by the publisher, whether solicited or unsolicited, should be acknowledged as soon as received. Note: It is important for the publisher to know if the manuscript or synopsis is being simultaneously submitted to any other publisher. In the case of unsolicited manuscripts or synopses, the publisher is under no obligation to give reasons for rejection, and is entitled to ask the author for return postage.

7. The publisher must not cancel a contract without good and proper reason.

Time: If an author fails to deliver a completed manuscript according to the contract or within the contracted period, the publisher may be entitled *inter alia* to a refund of monies advanced.

Standard and Quality: If an author has produced the work in good faith and with proper care, in accordance with the terms of the contract, but the publisher decides not to publish on the grounds of quality, the publisher should not expect to reclaim on cancellation that part of any advance that has already been paid to the author.

Defamation and Illegality: The publisher is under no obligation to publish a work that there is reason to believe is defamatory or otherwise illegal.

Change of Circumstances: A change in the publisher's circumstances or policies is not a sufficient reason for declining to publish a commissioned work without compensation.

Compensation: Depending on the grounds for rejection: the publisher may be liable for further advances due and an additional sum may be agreed to compensate the author, or the author may be liable to repay the advances received. In the former case, the agreement for the compensation may include an obligation on the author to return advances and compensation paid (or part of them) if the work is subsequently placed elsewhere.

8. The contract must set out the anticipated timetable for publication.
9. The publisher should be willing to share precautions against legal risk not arising from carelessness by the author.
10. The publisher should consider assisting the author by funding additional cost involved in preparing the work for publication.

If under the contract the author is liable to pay for supporting materials, e.g. for permission to use other copyright material, for the making and use of illustrations and maps, for costs of indexing etc., the publisher may be willing to fund such expenses, to an agreed ceiling, that could reasonably be recovered against any such monies as may subsequently become due to the author.

11. The publisher must ensure that the author receives a regular and clear account of sales made and monies due.

The period during which sales are to be accounted for should be defined in the contract and should be followed, after a period also to be laid down in the contract, by a royalty statement and a remittance of monies due. Accounts should be rendered at least annually. Payment of royalties should be accompanied by a statement of sales and other earnings showing how the royalties have been calculated. The publisher should pay the author on request the appropriate share of any substantial advances received from major sub-licensing agreement by the end of the month following the month of receipt.

12. The publisher must ensure that the author can clearly ascertain how any payments due from sub-licensed agreements will be calculated.
13. The publisher should keep the author informed of important design, promotion, marketing and sub-licensing decisions.
14. The integrity of the author's work should always be protected.
15. The publisher should inform the author clearly about opportunities for amendment of the work in the course of production.
16. It is essential that both the publisher and the author have a clear common understanding of the significance attaching to the option clause in a publishing contract.
17. The publisher should recognise that the remaindering of stock may effectively end the author's expectation of earnings.
Before a title is remaindered, the publisher should inform the author and offer all or part of the stock to the author on the terms expected from the remainder dealer.
18. The publisher should endeavour to keep the author informed of changes in the ownership of the publishing rights and of any changes in the imprint under which a work appears.
19. The publisher should be willing to help the author and the author's estate in the administration of literary affairs.
20. Above all, the publisher must recognise the importance of co-operation with the author in an enterprise in which both are essential. This relationship can be fulfilled only in an atmosphere of confidence, in which authors get the fullest possible credit for their work and achievements.