



[Own Manage Share](#) |
 [Building On Others' Creative Expression](#) |
 [Copyright In The Library](#)
[University Administrative Interests](#) |
 [Contact Us](#)

ownmanageshare

Negotiating with publishers

Huh-uh, no, not me

"Ugh. Yuk.

I don't want to. I'm just going to sign the damn thing and get on with my life."

Perfectly sensible, about 30 years ago. But no more. READ THE CONTRACT. It takes awhile, yes, but this is important. It's a legally enforceable bunch of words that are supposed to *document* your deal with the publisher (sort of like you'd document your field work, or an experiment). Does it faithfully do that? What is your deal? Can you describe it in plain English (or Spanish, or French, or whatever)? Is there anything about it that seems to run counter to what you expect? What happens if they fail to publish within a year or so? Do you have the right to publicly archive your final refereed version? If it's a book, do the rights revert to you when the book goes out of print? Do they consider posting your early drafts on a Website to be prior *publication*? Does anything bother you? Say so.

I doubt if there's an academic author alive who doesn't think that if she objects to a term in the contract, the publisher will reject her paper. Come on. That's absolutely absurd. The publisher might not capitulate to every demand, but reject the paper? LOL :-D ROTFL

More than likely, if you get beyond that myth, you still won't want to bother with the contract because it's not clear that the cost of just signing is high enough to warrant taking the time and effort to read it and deal with it. And again, that was probably a safe calculus 30 years ago. But it isn't anymore. Go on, at least READ the thing. At least do that. There can be things in there that you really will regret later on. "Maybe not today, maybe not tomorrow, but soon, and for the rest of your life." (Play it again, Sam, 1942)

Ok, so you've found something you want to change: change it

Use the margins if you're reviewing an analog copy, or you can *redline* the document if you're reviewing a copy, you can *track* a process. If it's a locked digital copy (like a locked pdf), just print out a copy and mark on it, digitize your markup and send it back in email.

So, what do you want in place of what's there? Just use plain English (or French, etc.) to say what you want. Don't be fancy. Plain language is just as good as legalese. Go ahead, try it. I am confident you'll be pleasantly surprised. I have never had a negotiation disappoint me yet and I **always** negotiate. And I'm prepared to walk away over some things, but I've never had to. Publishers only seem unreasonable on the surface of their contracts (lawyers...). They're really not that bad. At least give it a try.

Maybe you can get some help

Many universities give faculty members help with publishing contracts because the rights that faculty preserve through negotiation, for themselves and sometimes for the institution, benefit the public generally, as explained in *Managing your copyrights*. So check around and see if there is an office on your campus that will help you get a handle on this important job. If not, ask why not? Again, be brave. Let people know what you want. Wait a minute, you're faculty. You are good at that. Go get 'em.

University of Texas Libraries | PCL 3.200 | P.O. Box P, Austin, Texas 78713-8916
[Libraries Home Page](#) | [Email Comments](#)
 The Copyright Crash Course © 2001, 2007 Georgia K. Harper