

## *From the Editor and Publisher*

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**I**N OUR COMMENTS THIS MONTH, WE ADDRESS AN area which is always topical, but which is somewhat ambiguous, namely the relationship between authors and publishers. This issue was aired in the Autumn newsletter of the Association of Clinical Pathologists, when one of us responded, on behalf of “The Publishers”,<sup>1</sup> to a previous suggestion<sup>2</sup> that publishers, and medical publishers in particular, tend to “rip off” their authors. In that response, the point was made that “it is undeniable that the publisher’s declared aim is to make money even though the income most authors derive from writing often falls short of their expectation. This apparent anomaly creates the suspicion that the author’s just pecuniary reward is diverted to swell already bulging corporate coffers of the publisher.”<sup>1</sup> At the time, the Executive Editor was unaware of this exchange. His own interest had been kindled by a recent exchange in which he, indeed, felt “ripped off” by one of his publishers. Not, we hasten to add, the author of the note in *ACP News* and the publisher of this Journal! In discussions, however, it became very clear that the basis for dissatisfaction by the Executive Editor was far from clear-cut, since it depended very much on the interpretation of copyright. It struck us that this, the definition and purpose of copyright, was something about which the general readership of the Journal, as well as its authors, was probably equally unsure. Here, therefore, we are hoping to create an arena for further discussions.

It is important when considering this overall area to distinguish between articles published in Journals, and chapters published in edited books. There is now no question but that authors need to publish in Journals, and that they gain credit from their efforts in terms of “Brownie Points” and career development. They do not expect pecuniary reward for such expenditure of time, and expect also to be responsible for providing all illustrative material. Indeed, in some of the more prestigious Journals, such as *Circulation of Circulation Research*, authors happily pay page charges for the privilege of publishing in such high profile organs. Most journals also charge for the reproduction of illustrations in colour, although this is not the policy of *Cardiology in the Young*. It is interesting in this light to examine the agreements which all authors sign

when transferring copyright to the publisher. It could well be that these forms are simply signed by rote once the paper in question has been accepted. The text, nonetheless, is often informative, but varies markedly between Publishing houses. The introductory sentence of the form now used by Elsevier Science in Ireland is exemplary. It reads “Scientific publishers and authors share a common interest in the protection of copyright: authors principally because they want their creative works to be protected from plagiarism and other unlawful uses, publishers because they need to protect their work and investment in the production, marketing and distribution of the article written by the author”. This statement, commendable and explicit, is entirely in keeping with the philosophies of Greenwich Medical Media, and in particular the editorial and publishing team responsible for *Cardiology in the Young*. It is emulated in our own Copyright Transfer Agreement.

The situation becomes much less clear when we address the matter of chapters published in edited books. Here, the rewards to the authors are not nearly so obvious. These items are being increasingly devalued when committees responsible for academic promotions assess curriculum vitae. No impact is generated by such publications in indexes of citation. Almost always the authors are expected to bear the costs of their illustrations, and often the authors of the individual chapters receive no pecuniary return from the revenues which are certainly generated by such publications. It is noteworthy here to consider the views of the Publisher, once more as expressed in *ACP News*: “in my own experience, some of the most notorious examples of publishing “rip offs” were actually perpetrated by authors on their fellow authors”.<sup>1</sup> The problem, of course, is that those being “ripped off” are frequently blissfully unaware of any potential crime, since as authors of individual chapters, they are unaware of the separate terms agreed between the publishers and their editors. And here we come to the rub. The “Letter of Agreement” signed by the author is frequently obfuscated by legal jargon, the purpose of which is less than apparent at the time of signing. Thus, in the recent salutary experience of the Executive Editor, a chapter was commissioned by Academic Press for a book on “Heart

Development".<sup>3</sup> As is so often the case, the involvement was part of an ongoing collaboration, and the inclusion of the material occurred relatively late in the gestation of the book. In consequence of this, the "Letter of Agreement" was not signed until after the chapter in question<sup>4</sup> had been completed and accepted by the Editors for publication. The contract subsequently signed defined the commissioned work as "made for hire", although there was no agreement to pay a share of royalties. The publishers did contract, however, to prepare all original artwork from material supplied by the authors. Any additional illustrations considered necessary, nonetheless, were prepared at the expense of the authors. In time, the book was published,<sup>3</sup> and very handsome it is too! But, almost at the same time, a "Slide Atlas" was produced to accompany the book.<sup>5</sup> This Atlas contained all the original artwork prepared at the expense of Academic Press, but also included four original photographs prepared at the expense of the Executive Editor. These were published in the Atlas without any indication of their original provenance, and with copyright vested in Academic Press. The executive editor complained to the publisher concerning this occurrence, arguing that such reproduction of material, without indicating its original source, was in breach of copyright. It seems, however, that by agreeing to contribute a "work made for hire", the author signs over all copyright to the Publisher, who is then considered to be the sole Author. Thus, in this situation the Publishers, within their legal interpretation, are at liberty to use the material as and how they see fit, with no obligation to refer the matter back to the original author, nor to recompense the authors for expenses incurred. Is this another example of "rip off"? This is clearly in the eye of the beholder. Academic Press consider themselves entirely within their rights. They have agreed, however, that should future Atlases be produced, they will acknowledge the source of the original illustrations. They have also agreed to insert slips identifying individual, as opposed to editorial, authorship within those Atlases that are not as yet sold. They do not see any reason why they should reimburse the author for the use of the illustrations as Slides, arguing that their contract covers such usage, even though they concede that it was far from clear in the original contract that this would be a possibility. The publishers are undoubtedly benefiting financially from sale of the

Atlases. The authors of individual chapters certainly are not. Indeed, they had no expectations to benefit from sale of the book. But is sale of an Atlas different? We are, once more, in the arena of the eye of the beholder. It is clear that, in this electronic age, the potential for dissemination of illustrative material is increasing all the time. The individual author requires, and expects from publishers, the protection provided by copyright. It seems that some publishers are prepared to use interpretations of copyright arguably to exploit their own authors. It now seems, therefore, that it is necessary to define more accurately the purposes of copyright in each individual contract, as expressed so elegantly in the Transfer Agreement generated by Elsevier Science Ireland. The cynical observer might note that it is not in the interests of the publishers to provide such clarity, since authors may not then sign up to the kind of transactions which were successfully achieved, apparently entirely legally, in the dealings of Academic Press with the Executive Editor. Perhaps authors need to retain copyright in their own original illustrations, and take care to transfer such copyright only for clearly expressed purposes. As stated in the Publisher's response for *ACP News* "if any publisher leaves an author with the impression that they have been "ripped off" they need to look very closely at their failings". This is the bottom line – the establishment of trust between the publishers, the editors, and the authors. We certainly hope that such trust exists in the setting of *Cardiology in the Young*, and that none of our authors consider themselves "ripped off". As always, we offer our correspondence pages for further debate on this crucial issue.

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## References

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