

Cyhoeddi Cymru / Publishing Wales
Members Code of Practice
Content Providers

Cyhoeddi Cymru / Publishing Wales' Members Code of Practice requires Publisher Members and Associate Members to adhere to the following Code of Practice in all dealings with their content providers including: authors, illustrators, photographers, translators, editors, designers, contributors and others providing original content for book publication.

1. Types of agreement:

There are different levels of involvement by content providers and the type of contractual arrangement will reflect this.

2. Content provider agreements:

Where the publisher is engaging a content provider, the publisher will provide a written brief and agreement at the outset of a project that will be signed by both parties and dated. Each party will retain one signed copy for their records. This agreement will constitute an *assignment* or a *licence* of copyright in the work, depending on the project, nature of the work and the content provider/publisher requirements. Other rights, such as moral rights, should also be discussed. It is assumed that unless expressly assigned by the content provider to the publisher, the content provider's moral rights are asserted.

3. The Contract:

The agreement must be clear, unambiguous and comprehensive, outlining what has been agreed and what is to be expected from both the publisher and the content provider, and must be honoured in both the letter and spirit. Agreements can be as simple as a purchase order in writing from the publisher to the content provider, and where applicable a comprehensive publishing contract for authors and illustrators.

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Matters which must be defined in the contract include:

- a title which identifies the content.
- the nature of the rights conferred
- ownership of the original content
- any necessary warranties
- the time scale for delivery of the content and for publication.
- compensation type: fee, royalties, advance, cancellation fee and payment schedule
- credits: cover, title and imprint page/s, information sheets, bibliographical data
- the provisions for sub-licensing
- the responsibility for preparing the supporting materials
- the termination and reversion provisions of the contract
- any expectations regarding promotion of the work

Sefydwyd corff newydd
i gynrychioli cyhoeddwy
yng Nghymru

A new organisation
founded to represent
publishers in Wales

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4. Terms of the contract:

The publisher should be willing to explain the terms of the contract to the content provider who is not professionally represented. However, it is the content provider's responsibility to ensure that they understand and can accept the details of any contract they are signing, and to take their own professional advice if necessary.

5. Confidentiality:

All information and correspondence between the publisher and content provider is confidential and should be treated as such, save in the case of a dispute.

6. Cancellation:

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

(a) Time: If a content provider fails to deliver a completed work according to the contract or within the contracted period, the publisher may be entitled inter alia to a refund of monies advanced.

(b) Standard and Quality: If a content provider 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 content provider.

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

(d) 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.

(e) 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 content provider, or the content provider 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.

7. Copyright law:

The publisher must respect the rights of content provider and observe all copyright laws and conventions.

8. Royalties:

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 content provider 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.

9. Sub-licensing:

The publisher must ensure that the content provider can clearly ascertain how any payments due from sub-licensed agreements will be calculated.

10. Design changes:

The publisher should keep the content provider informed of important design, promotion, marketing and sub-licensing decisions. The publisher should inform the content provider clearly about opportunities for amendment of the work in the course of production.

11. Rights ownership:

The publisher should endeavour to keep the content provider informed of changes in the ownership of the publishing rights and of any changes in the imprint under which a work appears.

12. Co-operation:

Above all, the publisher must recognise the importance of co-operation with the content provider 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.

All members, on joining Publishing Wales, agreed to comply with the above Publisher/ Content Provider Code of Practice