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EXPLORING THE CHANGING LANDSCAPE OF BOOK PUBLISHING INDUSTRY IN THE DIGITAL AGE: NEW OPPORTUNITIES IN THE AUTHOR-PUBLISHER CONTRACT

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Abstract

The Digital Age has introduced seminal changes in the publishing industry that should be of relevance to manuscript acquisition and author-publisher contract in the Nigerian publishing industry. The Digital Age has changed the form and content of the book and thus created new challenges in the mode of operation in the industry. It is apposite to examine the ongoing development in the relationship between authors and publishers in terms of the contractual obligations of the consenting parties. This paper, therefore, examines the conventional author-publisher contractual relationship in the light of the current digitisation with a view to bringing its impact on author-publisher collaboration to the fore in the current publishing dispensation in Nigeria.

Keywords: Author-Publisher contract, Digitisation, Opportunities

Introduction

The book publishing industry has witnessed significant changes occasioned by the ongoing digitisation across the globe. This has affected the age-old relationship between authors and publishers in the book publishing industry as noticed in numerous changes in the dynamics of book production and marketing alongside other developments in the book industry. The form and contents of books have undergone significant transformation from the classical hard copy to e-books, audiobooks, and online platforms, all of which at the moment present emerging opportunities to authors to ply their trade. The prospect of book publishing

looks bright as technology continues to advance and create fresh opportunities for publishers and authors in the league of other stakeholders. Understanding the current trend, therefore, can empower authors and publishers to better cope with the digital march at the moment and in the future while ensuring that they remain relevant in the constantly-changing landscape of book publishing.

Importance of exploring the changing landscape in the publishing industry

In the classical mode of publishing, authors were obliged to submit manuscripts, solicited or unsolicited, to publishers, who evaluate them for publishability in terms of marketability and commercial viability (Ojo Titiloye Oyeyinka and Atewolara-Odule, Odukunle Adebayo, 2016; Akangbe, 2012). However, digitisation has changed the form of books from the hard copy to e-book. According to Lee, Messom, and Yau (2012), there are three categories of e-books, namely web-based content, reading software/application, and dedicated device. The changes in book format and business form entails that it is no longer business as usual in terms of obligations expected to be discharged by stakeholders, particularly authors and publishers, and these have to be captured in the contract which defines the details of their collaboration.

Lee, Messom, and Yau (2012) observe that this has implications for the industry in terms of business models and digital management rights for e-books, making it imperative to create business models for authors, publishers, governments, school district, schools, teachers, students and other stakeholders in the world of e-textbooks. Sequel to that, authors of manuscripts deemed publishable and, therefore, acceptable to publishers for production, are obliged to sign contracts specifying the terms and conditions of the contract, usually conferring on publishers stated rights to publish and distribute the work in various formats.

In this regard, the book industry in the digital dispensation is fraught with opportunities for both authors and publishers as noted by Flores, Ramos, Altina and Escola, Joaquim (2015). Accordingly, some authors now take advantage of e-book to publish their work on the Internet (Ani and Ogbob, 2018). This is in line with the position of Phalen and Harris (2017) that digital publishing facilitates self-publishing bypassing the assistance and funding of the classical publisher while specifying that digitisation has impacted on the components and activities of book production chain with regard to the author and publisher; the print run and warehousing; marketing; distribution; and publishing expenditures. These are as presented sequentially commencing with focus on authorship and publisher.

First, authors can operate as self-publishers asserting autonomy of their creative or intellectual property to undertake the production and marketing of the publication as deemed fit. This takes advantage of the ease of production which the author can exploit due to availability and accessibility of resources in book production procedures. Vimal (2020) gives affirmation to this by stating that self-publishing is no longer cumbersome but “an effortless task”. Further support is given by Haco-Obasi and Chukwu (2021) who state that “the Internet has created an opportunity for an author to gather ideas, write a book, put it on a website and offer it for sale.” Accordingly, the tendency for mutual collaboration with publishing firms in the classical mode can, therefore, be conveniently sidetracked. Similarly, funding can be done by the author-publisher who solely bears the cost of production and similarly enjoys the profit exclusively, and not partially as royalty which is a share of the profit with the publisher as done in the classical mode. This is what Haco-Obasi and Chukwu (2021) denote as “higher royalties.” Indeed, there are other forms of royalty accruable to the author, depending on the details of production. It could be shared with the financier in a predetermined ratio between the author and the collaborating party.

This development indicates changes in the new media landscape to which book publishing belongs. The landscape, according to Kaul (2012), is technology-led and technology-enabled, and has occasioned key shifts in the way consumers think about the world around them and about brands., adding that authors and other stakeholders in content development know that digitisation has practically reinvented age-old practices and tends to occasionally sidestep traditional media. It has simultaneously opened the space to unprecedented challenges and opportunities. -In fact, it has changed the dynamics between authors and publishers and thus explains why publishers are adopting new business strategies to suit the demands of the industry in contemporary times. They particularly shift attention to meeting the needs of authors which are evolving with new practices in the publishing industry.

Basically, the new obligations of both the author and publisher deserve to be inscribed in contract and, as in the era of classical publishing, emerging details fomented by the digital mode have to be addressed scrupulously in contemporary contract containing royalties or profit-sharing, marketing and other components of the book production and marketing chain. It is therefore necessary to inquire into the diverse aspects of the author-publisher contract in the Digital Age. The relevant elements here are the evolving terms, rights, and responsibilities stated in the contract while exposing new opportunities authors and publishers could exploit severally and collectively in digital book publishing. This exercise will tend to not only define and seal the business relationship between the contracting parties, but it will also furnish

authors and publishers with conceivable insights to maximise the benefits inherent in their collaboration in the evolving landscape of the book publishing industry.

In the words of Kazooka (2018), the author-publisher contract is a legal transaction which spells out the relationship and expectations of the parties involved. The author specifically clarifies that "... a contract between an author of literary works and a publisher ... is founded on the understanding as to where ownership falls so as to stipulate who enjoys the bundle of rights that accrues from ownership of copyright." Herr (2018) states that, in an author-publisher contract, the author is obliged to decide carefully the rights to retain to self and cede to the publisher, hence, a proper understanding of the applicable copyright law is essential for the consenting parties. The author-publisher contract in the Digital Age is a crucial component in the author-publisher collaboration just as it was in the prior era of classical publishing. In line with the current transformation engendered by technology in the publishing industry, the contract with digital clause is of direct relevance to authors and publishers to define and protect their rights while ensuring mutually-beneficial collaboration between them as they explore the digital landscape for opportunities to exploit appropriately.

Digital technology has simplified reproduction and distribution of books in both the classical and digital forms. This naturally intensifies the possibility of abuse by unlicensed users, which could include both author and publisher, with accompanying dangers like reduced productivity and diminished and erased profitability. Accordingly, authors and publishers need assurance that their work will be safeguarded from illegitimate use. The contract will state the terms authorising the publisher to exploit the work and the benefits the author is expected to enjoy thereby. This also specifies the mechanisms for monitoring, controlling, and preserving the integrity of their creative output.

Additionally, the Digital Age has created new opportunities with regard to generating revenue. Book is no longer limited to hard copy book as in the classical mode; neither is its production limited to the mechanical and photo media of the classical technology. The book in the digital mode and era can be e-books, audiobooks, and other digital resources. Authors and publishers must reckon with this, and clarify how the profit-sharing formula or royalties will be in the contemporary context. Furthermore, the contract must address the evolving role of authors and publishers in marketing and promotion. In the Digital Age, authors are expected to actively engage with their readers through social media, blogs, and other online platforms. The contract can outline the responsibilities of both parties in promoting the work and define the extent of the publisher's support in terms of marketing resources, branding, and digital advertising efforts.

Each of these aspects requires careful negotiation and explicit agreement between authors and publishers to ensure that both parties are satisfied and protected. Overall, the author-publisher contract in the Digital Age serves as a vital instrument for exploring the changing landscape of the publishing industry. It does not only protect the interests of authors and publishers but also establishes a foundation for a fruitful partnership between the contracting parties. By clearly defining rights, responsibilities, and revenue-sharing, this contract fosters the evocation of a collaborative environment while enabling authors to adapt and thrive in the ever-evolving world of digital publishing.

Understanding the Traditional Author - Publisher Relationship

Book publishing is teamwork, which involves a combination of diverse but mutually-related activities. None of these singularly amounts to publishing and, similarly, publishing cannot take place without any. These activities include manuscript idea (origination), manuscript writing (authorship), preparation of the manuscript (editing), turning of the manuscript into an edition of books (book production) and distribution and marketing of the printed materials.

Book production entails the involvement of four principal actors, namely the author, printer, bookseller and the publisher. The author is commissioned to write the material for publication, and he writes and submits according to the brief he has been given. The printer helps to turn the manuscripts into an edition of a book by producing copies. The bookseller performs the task of getting the copies to readers. The publisher is the coordinator of the whole publishing business. He is the linchpin in the general plan and the grand strategist who brings the three other partners together. The publisher is the one who receives the manuscript from the author, invests capital, hires the services of artists, translators and other editorial specialists; as well, he commissions and supervises the work of printers and then directs the distribution to the prospective market of the books thus produced (Smith, 1990).

In the case of the author-publisher relationship, the publisher initiates the idea of a book project and then commissions an author or authors to supply the commissioned manuscripts. The author or authors then discharge their contractual obligation by writing in accordance with the brief they have been given. As the sponsor of the book project, the publisher controls the entire production and distribution process. According to Phillips, Saunders, Pandit and Chetty (2005), although self-publishing has tried to obfuscate the traditional author-publisher relationship, the roles of author and publisher still remain distinct, each dependent on the other to achieve their common goal of successfully completing a publishing project. The author - publisher relationship commences after the publisher agrees to publish the submitted

manuscript. It is at this stage that a publishing agreement can be drawn. The publisher is responsible for drawing the publishing contract, though both the publisher and the author will have to sign it.

As observed by Ogundepo (2019), the relationship between authors and publishers oftentimes is not healthy due to distrust and lack of understanding. This has led to jettisoning of laudable and viable projects and has hampered development in the book publishing industry. Without the author, the publisher does not have any business and, without the publisher, the author's ideas remain comatose and permanently unknown. There is, therefore, the need for synergy between the two parties.

Author - Publisher Contract

The author - publisher contract, also called publishing contract or publishing agreement, is a legally-binding instrument between a publisher and an author to publish original material written by the author. The material can be a single manuscript or a series of manuscripts. Book publishing contract forms one of the most common and important agreements in the field of intellectual property law and media law. The agreement specifies all the terms and conditions of their contract to publish and distribute the book. It states the rights granted the publisher, the payment to be made to the author, and other essential details. The contract is usually formalised before the book is published and may cover diverse aspects of the publishing process, like editing, marketing, distribution, and more.

Usually, the contract contains the description of the prospective book, the rights granted to the publisher, and the compensation to be paid to the author. For authors, it is important to understand the rights granted to the publisher when signing a book deal. These rights may include the exclusive or non-exclusive rights to publish, distribute, and sell the book in various formats and languages. It is also important to consider the compensation offered by the publisher, which may include advance payment, royalties based on sales, or other forms of payment. Careful consideration of these factors can help ensure a fair and successful publishing agreement.

The major objective of the author - publisher contract is for both the author and publisher to establish a mutually-beneficial relationship. The objective of the contract is to ensure that both parties can get a fair deal and maximise their earning potential. The *Authors Guild*, a professional organisation for authors and writers in the United States, provides a model trade book contract that sets a standard for fair and clear terms, encouraging publishers to adopt more equitable agreements. By carefully considering the compensation offered and negotiating for their rights, authors can achieve a successful publishing agreement.

In book publishing contract, there are some key elements and terms in the traditional publishing contract which are relevant to digital publishing. These elements include royalties and advances, rights and permissions, distribution and marketing responsibilities, and duration and termination clauses.

Royalties and Advances: One means by which authors earn income from their books is by royalty payment. Royalties are a percentage of money paid to authors from the sale of their books in exchange for the rights to publish their books. The percentage to be paid each author is determined by the publishing contract between the author and the publisher, and it varies with the type of book.

There are many types and levels of book royalties based on formats (such as hardback, paperback, e-books and audiobooks). For instance, an author can be paid 7.5% royalties on every paperback sold and 25% on every e-Book sold. Authors can also receive graduated royalties. For instance, an author may receive 10% on the first 5,000 hardcover copies sold, 12% on the next 5,000, and 15% on every copy thereafter. According to AuthorMAG, on average, the royalty rates in traditional publishing are as follows: Hardcover sales: 15%; Trade paperback sales: 7.5%; Mass-market paperback sales: 5%; e-Book sales: 25%; and Audiobook sales: 25%.

A book advance payment is the money paid upfront by the publisher to the author. It is credited against all or some part of the author's future earnings from the sale of the book. This is a kind of compensation to the author for the time and resources he has expended in writing the book. The advance is based on the estimate of the potential earnings from the book by the publisher, including sales and royalties. According to Schofield and Walker (2018), an author's advance is influenced by many factors, including the potential market size for the book, whether the author is a new or established writer with an existing audience, the book's timeliness and competition, and a publisher's calculation of risk and reward.

Rights and Permissions: One common feature of publishing contract is rights and permissions. The author is guaranteed some inalienable rights by copyright laws. Copyright is the sole legal rights granted by law to the creators of original literary, dramatic, computer software, musical and artistic works as well as producers of cinematographic films and sound recordings. These are exclusive rights to publish, produce, sell or distribute copies of their works for a fixed number of years. In Nigeria, in the case of literary, musical or artistic works (excepting photographs), copyright is reserved till 70 years after the end of the year in which the author dies. For joint authorship, it is 70 years after the death of the last author. Where the copyright is owned by a corporate body, the copyright will last for 70 years after the end of the

year in which the work was first published. In the book publishing industry, the author enjoys exclusive rights, namely publication right, reproduction right, communication right and translation right. Many publications have copyright protection and, using any of them without obtaining permission from the copyright holder, is tantamount to copyright violation. The responsibility for obtaining permission to use other works, reproduce published materials and reprint from other publications rests with the author. It is mandatory that any book published must not be encumbered by copyright charges. This includes third party material that may be included in an original manuscript. It is the responsibility of the author to clear and obtain written permission for the reproduction of any copyrighted material that so requires.

Distribution and Marketing Responsibilities: Getting the published books to intended audience is an essential part of the publishing process, because the essence of publishing a book is to get it to the widest audience as much as possible. A book distributor has a network of bookstores and retailers to sell books. In addition, he sends out information about new titles to create online book pages on retailer sites. He ensures that many retailers carry the book either online or in store and make it available to the major publishing wholesalers in time for seasonal distribution and sales (Elizalde, 2022).

A book distributor ensures that the books from various publishers are stored, marketed and distributed to retailers across the country. He is responsible for making sure these books are available to as many stores as possible so that readers can easily access them. Working with multiple publishers, he strives to ensure that their books are given the best exposure and reach to the target audience. Books are now distributed in different ways. Some publishers still rely on traditional physical distribution channels like bookstores and libraries. However, others have embraced the technology and utilise online retailers and e-book platforms. In fact, many publishers use a combination of both physical and digital channels to ensure that their books reach the largest possible audience.

In the Digital Age, with fewer physical bookstores and less space for books on shelves, publishers and distributors are still doing everything they can to provide excellent service to their clients. They are investing in new technology and equipment and offering some great new options like print-on-demand, digital short-run printing, and e-book conversion and distribution. The industry continues to evolve to meet the changing needs of readers and writers alike (Rosen, 2012).

Duration and Termination Clauses: The Berne Convention, the international copyright agreement which was adopted by an international conference in Bern (Berne) in 1886, stipulates that the minimum duration of copyright is for the life of the author and fifty years

after his death. In Nigeria, and much of Europe and the US, that legal term of copyright has been extended to seventy years after the death of the author and in some instances even beyond. In the case of joint authorship, the duration runs from the end of the year in which the last surviving author dies (Seeber and Balkwill, 2007).

In the Digital Age of publishing, the duration of a book publishing now varies based on the agreement between the publisher and the author. The agreement includes such vital issues as manuscript delivery and acceptance, copyright ownership and grants, royalty advances, rates and payment, author warranties and indemnities, contract duration, rights reversion (out-of-print), options on new works, and limitations on competing works.

Authors do routinely assign rights to their works by signing publishing contracts that transfer copyright to the publisher. Ordinarily, every publishing agreement is expected to last “for the life of copyright”; however, it is reckoned that sometimes the terms of the contract may not be fair to the author. Therefore, the need to insert termination of contract in the publishing agreement. A typical publishing contract will spell out the duration and termination clauses, as every contract and agreement is meant to last and stay in subsistence for a fixed period. One major cause for either the publisher or the author to terminate a contract is material breach by the other party (Seeber and Balkwill, 2007).

The major objective of a termination clause in a contract is to detail the date on which the contract will terminate and the circumstances under which this may happen. This can be detailed in a separate clause, or it can also be stated in the terms clause of the contract, that reasons calling for termination of a contract may include these: refusal of the publisher to cause reprint of an out-of-stock title, because he believes there is no longer market for it, failure of the publisher to provide support, loss of control by the author over the creative process of the book, the author has to promote and market the book with little or no financial assistance from the publisher, and decision to self-publish by the author.

Impact of digitisation on book publishing

The form of books and the nature of book publishing experienced a new twist, promising pleasant prospects of increasing boom, with the publication of what has become known as the first e-book in 1971, as observed by Gaigher, Roux and Bothma (2014). Expounding on this, the authors indicate that Amazon declared in 2010 that it sold 180 e-books for every hard copy and, shortly after that, the e-book market reached the \$1 billion mark. Similarly, publishers like Simon & Schuster and Penguin Books USA, and the bookseller

Waterstones reported huge increase in e-book sales. This is indicative of great opportunities waiting to be exploited in the e-book publishing.

Haco-Obasi and Chukwu (2021) validate this with further clarification that “...integration of digital technology in book publishing has positive implications and benefits that far outweigh whatever fears and disadvantages that print publishers associate it with.” They added that digital publishing “improves book publishing process from the initial stage of text creation to the final stage of distribution and access by readers.” Other benefits associated with the digital book are faster processing and cheaper cost of production, cheaper rate of distribution, absence of warehousing expenses, stealing of stock, unsold copies. As well, digital publishing offers better and easier production, availability in various formats and other enhancements to the product.

According to Ani and Ogboh (2018), citing Ifeduba and Shoki (2008), digital publishing innovations such as setting, editing, digitising, uploading and downloading book products are being used by Nigerian publishers to an extent. This clarifies that digitisation has brought “innovations such as setting, editing, digitising, uploading and downloading book products” into Nigerian publishing and advances in Information Communication Technologies have revolutionised the way books are produced, distributed and sold; hence book publishers are migrating to electronic publishing via publication of e-books, and ancillary resources both online and offline by making products available on CD and DVD and related devices.

E-publishing has had a profound impact on the book publishing industry, revolutionising the production and marketing of books. Ezekwe (2019) notes that e-books and e-journals are not only published online, but they are also marketed on such platforms. Ani and Ogboh (2018) maintain that this development “... has empirically opened new frontier for production and expansion via distribution of books in Nigeria” and thus ensures a matching response to “the changing market demand by making a wide range of books available and enabling the traditional book publishers digitise their current book titles”. They conclude that, despite challenges, like lack of adequate regulations for the protection of intellectual resources, high cost of digital equipment, incessant power failure and high cost of using alternative power supply for e-book distribution, electronic publishing, incorporating print-on-demand technologies, is becoming significantly acceptable among educational publishers in Southeast Nigeria. This transformation has created challenges and opportunities for both authors and publishers, and stakeholders.

Another major impact of digitisation is the liberalisation of publishing. Previously, publishing firms were the sole arbiters of publishability, but digitisation has opened up new

avenues for authors to publish their work independently as self-published authors. Self-publishing, print-on-demand and related developments have empowered authors to originate and publish their own books and reach readers directly, bypassing the classical publishing process. This has created a great increase in number of books published, giving voice to diverse perspectives and genres that may not have found a place in classical publishing.

The Digital Age has also transformed the marketing and promotion of books. According to Mabeba (2020), authors interface with potential readers through social media platforms. Thus, social media plays a crucial role in book marketing and advertising and helps authors in finding a desired market quickly and easily at cost-effective rate. Social media platforms, blogs, and online communities have become potent platforms for authors and publishers to interface with readers. Authors can engage directly with their audience and leverage on personal contact to elicit patronage. Online retailers, such as Amazon, have created algorithms and recommendation systems, enabling personalised book recommendations and increasing visibility in the market. This change in marketing strategies has enhanced streamlined and cost-effective promotion that, ultimately, generates greater visibility for authors, book promoters and their works.

In conclusion, digitisation has had a profound impact on book publishing. It has transformed book production and marketing by permitting greater accessibility, liberalisation, and marketing opportunities. Thus, the publishing industry will need to explore further its changing landscape to ply its craft as required by contemporary demands

New Opportunities for Authors in the Digital Age

One of the major developments in the digital age is that authors have several opportunities to reach their audience directly. As observed by Scioscia (2016), digital media's meteoric rise over the past decade has brought about a major disruption in the way humans communicate. Digital media endeavours to achieve the same goal as print media in creating communication and spreading knowledge to those who wish to access it.

The advent of Digital Age has brought seminal changes in the book publishing industry. This has brought a new landscape where authors and publishers have a plethora of opportunities to publish and distribute their books other. Publishers can now easily reach readers seamlessly through digital distribution channels like e-books and online bookstores. New advances in technology have ensured that practically everyone with a computer can publish a book. Accessibility to computers has enabled aspiring authors to have access to extra platforms where they can promote and market their books. Such platforms include blogs, websites and social

media. The digitalisation of the print media has not only assured increase in the level of exposure of emergent authors, it is also stimulating demand for publishers and establish direct contact with consumers.

Digital technologies and new business models are ensuring erosion of the controlling power of a small number of established publishers over the book trade. With digital distribution channels like e-books and online bookstores, authors now resort to self-publishing (especially ones with niche market) by sidestepping the traditional publishing process. Amazon Kindle Direct Publishing (KDP) and Smashwords provide self-publishing platforms to authors to publish and distribute their books digitally without recourse to traditional publishing firms.

A survey of almost 3,000 consumers conducted across six countries and three continents (United States, Japan, Germany, France, United Kingdom and South Korea) for Bain and Company by Behar, Colombani and Krishnan (2011) revealed that readers are predisposed to read more when furnished with digital readers and the vast majority will continue to pay for their e-books. For many aspiring authors who want to publish e-books, this is good news as digital publishing has the potential to reach millions of readers across the world and to bring more rewards to authors.

Evolving Author-Publisher Contracts in the Digital Age

In the words of Ezekwe (2019), digitisation, entailing utilisation of the innovation offered by Information and Communication Technology with internet connection has generated a special type of publishing called electronic publishing (e-publishing) with information borne in computer-based files and digitally produced. Hence, the publishing business must operate under the protection of the law to avoid attrition and outright loss of rights due to stakeholders, namely publishers and authors among others. This argues for the prominence of the copyright law in publishing. It clarifies the rights of individual parties and states what should be done to protect the rights for the individuals concerned. The rights on the work are assigned to beneficiaries in respect of permission to publish, translate, adapt, broadcast as well as communicate it to the public, or reproduce it.

A proper definition of this and its implementation enables the publisher to operate safely and profitably within approved limits while safeguarding the author from unauthorised exploitation. It is noteworthy, as Ezekwe observes, that digitisation has generated a special type of publishing called electronic publishing (e-publishing) with information borne in computer-based files and digitally produced. This indicates change in form and content of book and, understandably, the relationship between authors and publishers has also undergone

significant changes, which in turn dictates the new tone and details of the author-publisher contract. With the rise of self-publishing platforms, e-books, and online distribution channels, it has become crucial for authors and publishers to adapt their agreements, from the classical mode, to address the unique challenges and opportunities presented by digitisation. Dodds (2018) notes that the phenomenon of changing landscape is deepening in publishing, and there is need to revisit copyright landscape in academic publishing.

Copyright, as Dodd clarifies, is located in the contract aspect which constitutes “the heart of the publishing process”. He states that, in the primordial form, contract in the academic sector assigned rights to a publisher to administer for the optimal benefits of the parties, and to defend those rights when they suffer breach in any form. Additionally, he states that rights are reposed in authors who exploits them for extra income via subsidiary rights. Others are “the electronic forms of a product and the ways of exploiting these new forms (e.g., accounting for income from site licences for multiple access to a single work, re-purposing a work as an ‘app’ for use on mobile phones, or mining text for data).”

The foundation for this was laid by scholars in earlier studies. With regard to France, Lauvaux (2015) states that new contract terms have been “issued to adapt the IP Code to the digital age.” On the basis of this, publishing contracts are obligated to separate hard copy editions from digital editions as endorsed by the Permanent Council of Writers (CPE) and the National Publishers Association (SNE). In the new rule, publishing contract deals with the “exploitation of the work in a digital format” whereas the earlier expression captured it as “an assignment of the reproduction right, an obligation to manufacture and a duty to exploit”. The new rendition gives specific description of the physical and digital incarnates of the work and its exploitation. The contract also contains the “publisher's accountability obligation”; that is the, to offer the author a fair and equitable payment on total revenue from the marketing and distribution of digitally-published book, and a termination clause, where applicable, due to existence of “operating default”.

One of the key aspects of evolving author-publisher contracts is the negotiation of digital rights. In the past, classical publishing contracts primarily focused on print rights, as physical books were the main medium of distribution. However, with the advent of e-books and digital platforms, the rights to publish and distribute books in digital formats have become a critical consideration. Authors now need to carefully negotiate the scope and duration of digital rights granted to publishers, ensuring they retain appropriate rights over their work in the digital realm. This includes areas such as e-book sales, audiobook production, and licensing for multimedia adaptations.

Classical publishing contracts typically follow a model where publishers bear the costs of production, marketing, and distribution, and authors receive a percentage of the sales as royalty. However, the cost structure of digital publishing is different, with lower production and distribution expenses. As a result, authors are often able to negotiate higher royalty rates for e-books or alternative compensation models, such as hybrid or profit-sharing agreements. These new approaches seek to appropriately reward authors for direct sales and increased control that digital publishing can provide.

The emergence of self-publishing platforms has also influenced author-publisher contracts. Authors who choose to self-publish have greater control over their work, but they may still seek partnerships with publishers for various reasons, including wider distribution, marketing support, or access to specialised expertise. In these cases, contracts need to reflect the specific terms and conditions of these partnerships, considering factors like revenue sharing, intellectual property rights, and termination clauses.

Another area of consideration in digital author-publisher contracts is rights reversion. In traditional contracts, the rights to a book were often assigned to publishers for a lengthy period. However, in the digital age, where books can remain available indefinitely, authors may wish to include provisions that allow them to regain the rights to their work after a defined period of time or under specific circumstances. This flexibility enables authors to explore alternative publishing options or take advantage of changing market conditions.

Lastly, contracts in the Digital Age must address issues related to piracy and unauthorised distribution. Digital Rights Management (DRM) technologies and anti-piracy measures have become essential tools for publishers to protect their content. Authors and publishers may include provisions in contracts to address potential damages caused by piracy, as well as strategies for mitigating or responding to such infringements. Therefore, the Digital Age has brought about significant changes in author-publisher contracts. Negotiating digital rights, determining fair compensation models, addressing self-publishing partnerships, incorporating rights reversion clauses, and protecting against piracy are all important considerations in the evolving landscape. As authors and publishers navigate the opportunities and challenges of digitalisation, it is crucial for contracts to reflect the evolving nature of the industry and ensure that both parties are properly positioned to succeed in this dynamic environment.

Challenges and Considerations for Authors

The advent of digital book publishing has brought some challenges to authors because the industry is still struggling to adapt to the new landscape. According to Haco-Obasi and

Chukwu (2021), the challenges of the analogue publisher in contemporary publishing with digital technology started from information explosion as a result of innovation and adoption of information and communication technologies in the origination and dissemination of information. This brought about the demarcation into traditional and electronic publishing.

Ani and Ogbob (2018) identified some of the challenges militating against adoption of digital technology by Nigerian publishers as including high cost of digital equipment, incessant power failure, high cost of using alternative power supply and lack of adequate regulations for the protection of electronic intellectual resources, thereby increasing piracy and reducing profit derivable from e-resources. Lewis (2012) identified four challenges to digital publishing. These are (1) Free, perfect, and instant;(2) Anyone can be a publisher; (3) Putting the pieces together is complicated; and (4) Nothing is fixed.

With digital publishing, a copy can be promptly delivered anywhere in the world, it is the same as the original and a copy can be made at zero marginal cost. This makes open access a prospect, especially in order to maximise societal benefit. But for-profit publishers with fiduciary responsibility and a goal to maximise investor returns, it presents a challenge. With connection to the internet and a computer (including a phone), anyone can be a publisher, if the goal is just to make the work public. This situation has obliterated barrier to entry into publishing. Integrating the technologies involved in digital publishing is complicated, especially when an author has to integrate multiple media formats to create a stronger and more compelling argument. Finally, digital texts are unstable, and preservation is a significant challenge.

Conclusion

The changing landscape of the publishing industry in the digital age is trailed by fresh developments in production and marketing of e-books and their derivatives, thereby necessitating the review of the existing operation, particularly the author-publisher contract. New opportunities have opened up to authors through digital publishing platforms. With self-publishing platforms like Amazon Kindle Direct Publishing (KDP) and Smashwords, authors can circumvent traditional publishers to publish and distribute their books digitally. Operating in a new mode and taking on new responsibilities makes it imperative for the author to fully comprehend all the clauses in the publishing contract to negotiate the most favourable terms. Also, it is necessary for both publisher and author to seek legal counsel to ensure that the agreement is fair and protects, not only the publisher's interests, but also the author's.

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