



Class Stratification and Publishing Contracts

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Mythology about Publishing Agreements

01

Myth: The editor cannot authorize any changes to the standard contract.

Reality: There are business terms and legal terms, and some things are changeable. Know the difference.

02

Myth: Editors are not lawyers so we don't need to explain the agreement.

Reality: As the recruiter and project manager, editors do need to be able to review and reference the contract.

03

Myth: Authors have access to their own lawyers.

Reality: Remind authors they can get counsel. Also be willing to explain the procedures at your Press and how the contract is activated.

Coercive Contractual Practices That Speak Louder than We Realize

- Routing a contract for signature without offering to engage the text is presuming authors know what it means or will ask if they don't. That's a class distinction not always true in practice. Don't DocuSign until you dialogue.
- Contract terms are highly project-specific; with that said, knowing the range of what your Press has and will offer to attempt to execute parity across similar titles and author profiles is a key effort to avoid maintaining unequal contractual offers.
- Divorce the option clause. Aim to create publishing relationships that sustain themselves outside of a perpetual obligation.