

Publishers in 2018

The Good, the Bad, and the Disappointing

In Autumn 2018, The Writers' Union of Canada undertook its fourth Publishers' Report Card survey.

While all of the average scores for publishers in the final results fell in the average-to-excellent category — a positive sign for Canadian publishing — there were some notable disappointments in the results.

MARKETING

While many authors expressed a positive experience with their publisher, frustrations remain and are growing. As in past years, authors expressed their displeasure with the marketing of their work. The category of marketing and promotion was by far the lowest-rated of the seven categories surveyed (contract negotiation, fair contract, editing, book layout and design, marketing and promotion, payment practices, and communication). Many authors noted that the publicity work fell to them as they organized their own book launches, readings, endorsements, and other promotional opportunities:

“Publicity and marketing and social media were left to me.”

“Book reviews, readings, and festival appearances happen relatively infrequently, considering the amount of time that is put into writing a book, ...[it] feels like missed opportunities for both the author and the press.”

“In retrospect, they did very little of use, gave me no direction in this respect. I don't think this publisher considers publicity to be its business.”

ADVANCES

Anecdotal reports of decreasing advances were confirmed in the survey results, with 36 percent of un-agented respondents indicating they had received no advance and another 14 percent indicating their advance was under \$500. Average advances for un-agented authors fell from \$3,792 in 2007 to \$2,053 in 2018, a 45 percent drop in just over ten years. Advances provide authors with necessary income and indicate a publisher's commitment and investment in the manuscript. Far too often, the Union hears about authors who have signed contracts without an advance only to have the publisher delay or walk away from the project. With no financial outlay, the publisher has nothing to lose by walking away from the project. As one author noted, “Most authors do need both the expression of good faith and the financial benefit of even a small advance.”

The Union did find that agented authors receive much higher advances than un-agented authors; however, agented authors have also seen a decrease, with an average advance of \$17,340 in 2018 compared to \$28,886 in 2007. There is, not surprisingly, a correlation between authors with agents and authors published by multi-national publishing companies who are known to offer larger advances. However, with only 18 percent of respondents represented by agents, access to the larger publishing houses (and consequently larger advances) continues to be difficult for most authors.

NEW EXPENSES

A disturbing trend in the 2018 survey was the offloading of responsibilities that had previously been undertaken (and paid for) by publishers onto authors. Many authors noted that they hired their own editors or publicists, and that they covered the costs of their own book launch and other marketing costs. In extreme cases, some authors noted that they were required to purchase copies of their books as part of their publishing agreement.

ROYALTIES

At the same time that authors were experiencing a reduction (or elimination) of advances and increasing costs, the Union noted a trend to lower royalties. More than forty authors reported that their royalties are being paid on net (the revenue the publisher receives), rather than the traditional and more lucrative list price (the amount listed on the book). With royalties on net, authors incomes are unprotected from deep discounting (or any discount) of their titles. Only 17 percent of respondents indicated their book was published in a hardback edition, while 87 percent noted their book was published in trade paperback. The elimination of a hardback edition of a book reduces the overall shelf life for that title.

REVERSION OF RIGHTS

The first principle of the International Authors Forum's (IAF) Ten Principles for Fair Contracts for Authors is "contracts should not be forever," and yet the absence of strong reversion of rights clauses in the contracts surveyed will make it difficult, if not impossible, for authors to revert their rights.

Of those surveyed, only 19 percent indicated that rights revert to them for non-payment, 55 percent indicated rights revert when the work is out of print in Canada, 19 percent indicated rights revert from insufficient sales, and 6 percent indicated rights revert if the publisher fails to include the title in the publisher's marketing materials. When a publisher is no longer able — or willing — to market a work or make it available for sale, the rights should revert to the author to allow them to find new opportunities to exploit and benefit from their copyright. And an author's rights should always revert immediately to them when a publisher enters bankruptcy.

DIVERSITY

The need for diverse voices within publishing houses was also noted:

"My experience with this first book of fiction is that Canadian publishers and their teams should be required to engage in diverse hiring practices which can better represent the diverse nature and range of their authors and their books in more complex and nuanced ways."

EDITING

On a more positive note, many authors commended the editing of their publishing house. "The final product of the editing was a better book," noted one author, while another said, "The editing was excellent. A seasoned editor, clear deadlines, excellent focus. Loved it!"

CONTRACT NEGOTIATION

When asked what contract clauses authors regretted agreeing to, many mentioned the right of first refusal clause while others noted their subsidiary rights clause. "I am bothered as to how independent publishers often want so many subsidiary rights with which they do very little." This speaks to the IAF's "use it or lose it" principle.

Many first-time authors indicated that their interest in being published obscured some of the downsides of a publishing agreement.

"This was my first contract of this kind (commercial versus academic) and since new authors tend to be grateful to have their book published, I admittedly didn't pay too much attention to the contract itself. Next time round I will work with an agent and/or lawyer to better understand and negotiate the terms of the contract. I wasn't even aware I could negotiate the contract."

Or as one first-time author so succinctly put it, "I didn't know what I didn't know."

Knowledge is power, as the saying goes. We encourage authors to review their contracts, ask questions, consider the IAF's Ten Principles for Fair Contracts (see p. 5), and consult with the Union. All members have free access to TWUC's *Model Trade Book Agreement* and Marian's Hebb's *Help Yourself to a Better Contract*. Use them! As one respondent noted, "TWUC was a most helpful and necessary element. Worth the fees for this service alone."

NOTES ON THE 2018 PUBLISHERS REPORT CARD RESULTS

All questions were ranked on a scale of 1 to 5, with 5 being the most positive response.

All responses in the results that follow were taken from summary questions in each section:

- Overall, the publisher was fair and reasonable during the contract negotiations.
- Overall, the editing was satisfactory.
- Overall, I was satisfied with the design of the print edition of my book (i.e., layout, typefaces, style, and illustrations).
- Overall, I was satisfied with the design of the ebook edition of my book (i.e., layout, typefaces, style, and illustrations).
- Overall, the publishing house did an effective job in marketing the book.
- Overall, payment for my work was fair and followed the terms of my contract.
- Overall, they treated me with respect and in a professional manner.

These results only include publishers who received four or more responses.

2018 PUBLISHERS' REPORT CARD RESULTS

| Publishing House | No. of Responses | Contract Negotiation | Fair Contract | Editing | Book Layout & Design: Print |
|-----------------------------|------------------|----------------------|---------------|---------|-----------------------------|
| Mother Tongue Publishing | 17 | 5 | 5 | 4.88 | 5 |
| Brick Books | 4 | 5 | 5 | 4.75 | 5 |
| Scholastic | 5 | 4.67 | 4.83 | 5 | 5 |
| Pajama Press | 6 | 5 | 5 | 5 | 5 |
| Simon & Schuster | 7 | 4.71 | 4.86 | 5 | 4.67 |
| Groundwood Books | 7 | 4.56 | 4.44 | 5 | 5 |
| Tundra Books | 5 | 4.4 | 4.4 | 4.8 | 5 |
| Nimbus Publishing | 8 | 4.6 | 4.6 | 4.83 | 5 |
| Coteau Books | 5 | 4.6 | 4.8 | 4.6 | 5 |
| McClelland & Stewart | 8 | 4.6 | 4.8 | 4.75 | 4.57 |
| Silver Bow Publishing | 5 | 5 | 4.83 | 4.83 | 4.83 |
| Arsenal Pulp Press | 6 | 5 | 4.83 | 4.3 | 4.17 |
| Douglas & McIntyre | 5 | 5 | 5 | 4.8 | 4.6 |
| Biblioasis | 5 | 5 | 5 | 5 | 3.8 |
| Annick Press | 5 | 5 | 4.6 | 4.2 | 5 |
| ECW Press | 9 | 4.89 | 4.78 | 4.67 | 4.78 |
| Ronsdale Press | 6 | 4.4 | 4.33 | 4.5 | 4.83 |
| Caitlin Press | 11 | 4.73 | 4.55 | 4.18 | 4.5 |
| Signature Editions | 4 | 5 | 5 | 5 | 4.5 |
| Guernica Editions | 5 | 4.5 | 4.5 | 4 | 4.75 |
| Orca Books | 11 | 4.4 | 4.75 | 4.75 | 4.56 |
| Lorimer & Co. | 5 | 4.4 | 4.2 | 4.2 | 5 |
| HarperCollins Publishers | 6 | 4.86 | 4.71 | 4.75 | 4 |
| Véhicule Press | 4 | 4.75 | 4.75 | 3.5 | 4 |
| Red Deer Press | 5 | 4.5 | 4.5 | 5 | 4.17 |
| Inanna Publications | 11 | 4.18 | 4.31 | 3.31 | 4.36 |
| TouchWood Editions | 4 | 4.25 | 4.5 | 3 | 5 |
| Thistledown Press | 8 | 4.43 | 3.88 | 4.63 | 4.38 |
| Penguin Random House Canada | 5 | 4.2 | 4.2 | 4 | 4 |
| Cormorant Books | 11 | 4.2 | 4.27 | 4.33 | 4 |
| Anvil Press | 4 | 3.71 | 3.86 | 3.4 | 4.75 |
| Dundurn Press | 16 | 3.71 | 3.59 | 3.93 | 4.47 |
| Oolichan Books | 8 | 3.25 | 3.75 | 3.67 | 5 |
| Average | | 4.43 | 4.42 | 4.31 | 4.49 |

| Book Layout & Design: Ebook | Marketing & Promotion | Payment Practices | Communications | Average Score | Would Work with Again (% yes) | Would Recommend (% yes) |
|-----------------------------|-----------------------|-------------------|----------------|---------------|-------------------------------|-------------------------|
| 4.71 | 4.93 | 4.91 | 5 | 4.93 | 100 | 100 |
| 5 | 4.67 | 5 | 5 | 4.93 | 100 | 100 |
| 5 | 4.75 | 5 | 5 | 4.91 | 100 | 100 |
| 5 | 4 | 5 | 5 | 4.88 | 100 | 100 |
| 4.5 | 5 | 5 | 5 | 4.84 | 100 | 100 |
| 5 | 4.6 | 5 | 5 | 4.83 | 100 | 100 |
| 5 | 4.5 | 5 | 5 | 4.76 | 100 | 100 |
| 4.75 | 4 | 5 | 4.5 | 4.66 | 100 | 88 |
| 5 | 3.25 | 5 | 5 | 4.66 | 100 | 100 |
| 4.6 | 4.6 | 4.83 | 4.38 | 4.64 | 88 | 88 |
| 5 | 3.6 | 4 | 4.83 | 4.62 | 100 | 83 |
| 4.75 | 4 | 5 | 4.83 | 4.61 | 83 | 67 |
| 4.3 | 3.8 | 4.5 | 4.75 | 4.59 | 100 | 100 |
| 4 | 4.25 | 4.67 | 5 | 4.59 | 100 | 100 |
| 5 | 3.8 | 4.25 | 4.8 | 4.58 | 100 | 60 |
| 4.57 | 3.56 | 4.43 | 4.88 | 4.57 | 100 | 87 |
| 4.67 | 3.33 | 5 | 5 | 4.51 | 83 | 83 |
| 5 | 3.4 | 4.29 | 4.82 | 4.43 | 78 | 55 |
| 4.3 | 3.25 | 4.5 | 3.75 | 4.41 | 100 | 100 |
| 4.5 | 2 | 5 | 5 | 4.28 | 100 | 80 |
| 4.29 | 2.86 | 4 | 4.5 | 4.26 | 78 | 70 |
| 4.5 | 3 | 5 | 3.75 | 4.26 | 50 | 0 |
| 3.75 | 3 | 4.67 | 4.17 | 4.24 | 100 | 60 |
| 4.25 | 3 | 5 | 4 | 4.16 | 75 | 75 |
| 4 | 2.8 | 4.67 | 3.6 | 4.16 | 100 | 60 |
| 4.29 | 3.22 | 4.14 | 4.3 | 4.01 | 70 | 27 |
| 4.5 | 3.5 | 3 | 3.75 | 3.94 | 67 | 50 |
| 4 | 2 | 4 | 4.13 | 3.93 | 63 | 50 |
| 5 | 3.5 | 2.5 | 4 | 3.93 | 100 | 50 |
| 4 | 2.25 | 4 | 3.2 | 3.78 | 62 | 44 |
| 4 | 3 | – | 3.67 | 3.77 | 25 | 0 |
| 4.23 | 2.13 | 4 | 4.06 | 3.77 | 60 | 44 |
| 5 | 1.5 | 1 | 2.29 | 3.18 | 14 | 0 |
| 4.43 | 3.38 | 4.16 | 4.29 | | | |

ADVANCES

| Publishing House | No. of Responses | Negotiated by Agent | Reviewed by Lawyer | \$0 | up to \$499 | \$500 – \$999 | \$1,000 – \$4,999 | \$5,000 – \$9,999 | \$10,000 – \$24,999 | \$25,000 – \$49,999 | \$50,000 – \$99,999 | \$100,000+ |
|-----------------------------|------------------|---------------------|--------------------|-----|-------------|---------------|-------------------|-------------------|---------------------|---------------------|---------------------|------------|
| Annick Press | 5 | | | 1 | | 1 | 3 | | | | | |
| Anvil Press | 4 | | | | | 3 | 1 | | | | | |
| Arsenal Pulp Press | 6 | | | | | | 6 | | | | | |
| Biblioasis | 5 | 1 | | | | 1 | 3 | 1 | | | | |
| Brick Books | 4 | | | 2 | 2 | | | | | | | |
| Caitlin Press | 11 | 3 | 1 | 7 | | 2 | 2 | | | | | |
| Cormorant Books | 11 | 5 | 1 | 1 | | | 9 | | 1 | | | |
| Coteau Books | 5 | | | 4 | | 1 | | | | | | |
| Douglas & McIntyre | 5 | 1 | | 1 | | | 2 | 1 | 1 | | | |
| Dundurn Press | 16 | 7 | 1 | | | 3 | 12 | | 1 | | | |
| ECW Press | 9 | 3 | | 1 | 1 | 1 | 5 | | 1 | | | |
| Groundwood Books | 7 | | | | | | 3 | 4 | | | | |
| Guernica Editions | 5 | | | 2 | 3 | | | | | | | |
| HarperCollins Publishers | 6 | 6 | | | | | | | 3 | 1 | 1 | 1 |
| Inanna Publications | 11 | | | 10 | 1 | | | | | | | |
| Lorimer & Co | 5 | | 1 | | 1 | 1 | 3 | | | | | |
| McClelland & Stewart | 8 | 6 | | | | 1 | 2 | 1 | 2 | 2 | | |
| Mother Tongue Publishing | 17 | | | 6 | 5 | 6 | | | | | | |
| Nimbus Publishing | 8 | 1 | | 4 | 1 | | 1 | 1 | 1 | | | |
| Oolichan Books | 8 | | | | 4 | 4 | | | | | | |
| Orca Books | 11 | 2 | 1 | | | | 10 | 1 | | | | |
| Pajama Press | 6 | | | | | | 4 | 2 | | | | |
| Penguin Random House Canada | 5 | 5 | | | | | | 1 | 1 | 2 | 1 | |
| Red Deer Press | 5 | | | | | | 5 | | | | | |
| Ronsdale Press | 6 | | | 5 | | 1 | | | | | | |
| Scholastic | 5 | 3 | | | | | 2 | 2 | | | 1 | |
| Signature Editions | 4 | 1 | | | 2 | 2 | | | | | | |
| Silver Bow Publishing | 5 | | | 3 | 2 | | | | | | | |
| Simon & Schuster | 7 | 7 | | | | | | | 5 | 1 | 1 | |
| Thistledown Press | 8 | | | 8 | | | | | | | | |
| TouchWood Editions | 4 | 1 | | 3 | | | 1 | | | | | |
| Tundra Books | 5 | 2 | 1 | | | | 1 | 4 | | | | |
| Véhicule Press | 4 | | | 1 | | 1 | 2 | | | | | |

AUTHOR– VERSUS AGENT–NEGOTIATED CONTRACTS

| | 2007 | | 2012 | | 2018 | |
|-------------------------------|---------------|---------------------|---------------|-------------------|---------------|-------------------|
| | Author | Agent | Author | Agent | Author | Agent |
| Report Card Results | | | | | | |
| Total Respondents | 226 | 66 | 428 | 101 | 336 | 73 |
| Contract Negotiation | 4.15 | 4.42 | 4.09 | 4.24 | 4.42 | 4.64 |
| Fair Contract | | | | | 4.39 | 4.62 |
| Editing | 4.17 | 4.58 | 4.34 | 4.46 | 4.33 | 4.6 |
| Print Book Design | 4.26 | 4.43 | 4.53 | 4.64 | 4.55 | 4.56 |
| Ebook Design | | | | | 4.38 | 4.45 |
| Marketing | 3.01 | 3.24 | 3.14 | 3.51 | 3.21 | 3.63 |
| Payment Practices | 3.43 | 4.1 | 3.83 | 4.34 | 4.28 | 4.24 |
| Communications | 4.13 | 4.26 | 4.16 | 4.28 | 4.35 | 4.64 |
| Average | 3.86 | 4.17 | 4.02 | 4.25 | 4.24 | 4.42 |
| Would Work with Again (% yes) | 73.5 | 83.3 | 79.8 | 85.7 | 80 | 86 |
| Range of Advance | | | | | | |
| \$0 | 61 | 0 | 114 | 4 | 109 | 0 |
| Up to \$499 | 24 | 2 | 58 | 1 | 42 | 0 |
| \$500 – \$999 | 37 | 2 | 39 | 6 | 56 | 6 |
| \$1,000 – \$4,999 | 69 | 14 | 125 | 24 | 72 | 25 |
| \$5,000 – \$9,999 | 19 | 8 | 22 | 13 | 13 | 7 |
| \$10,000 – \$24,999 | 7 | 12 | 6 | 16 | 8 | 15 |
| \$25,999 – \$29,999 | 4 | 15 | 4 | 15 | 0 | 7 |
| \$50,000 – \$99,999 | 0 | 11 | 1 | 4 | 2 | 4 |
| \$100,000 + | 1 | 2 | 2 | 6 | 0 | 2 |
| Average Advance* | \$3,792 | \$28,886 | \$2,849 | \$21,581 | \$2,053 | \$17,340 |
| Median Advance | \$500 – \$999 | \$10,000 – \$24,999 | \$500 – \$999 | \$5,000 – \$9,999 | \$500 – \$999 | \$5,000 – \$9,999 |

* Average Advance was calculated using the middle value of each range for calculations.