

Who Profits When You Publish?

BY K. A. WALLACE

The recent strike of the Writers' Guild of America (WGA) raised an important issue for academic writers. Although their compensation and job security differ, WGA members and academics both are creators of knowledge and culture. What should be the relationship between such creators and profit?

Among academic authors, discussion about dissemination of and access to scholarly works and lamentation about commodification abound, but scant attention is paid to the monetary aspects of digital publication for authors, in particular authors in the humanities and to some extent those in the social sciences. There are many reasons why academic authors have not focused on profit—some having to do with academic values, some having to do with the current realities of tenure and promotion criteria, some having to do with economic realities. But the latter realities may be changing (and as they change they may be affecting academic values, although in this essay I am drawing attention only to an economic issue). We may not know exactly how or to what extent digital media will affect the business models of academic publishing, but we do know that the models are being transformed.

The "Long Tail"

In 2004, Chris Anderson, editor-in-chief of *Wired* magazine, published an article called "The Long Tail" (the article, which appeared in *Wired*, was followed by a book of the same title). He argued that traditional production and marketing follow the Pareto Principle, or the "80/20 rule": 80 percent of profit comes from 20 percent of the goods produced. For example, 20 percent of movies will be "hits" and produce 80 percent of a studio's profit. Anderson argued that the 80/20 rule operates under conditions of scarcity, but that under conditions in which goods are abundant and easily accessed, there is potential for profit in the hitherto untapped 80 percent of goods, which can be cheaply produced and marketed.

This is the "long tail," in which niche markets exist for nearly every product.

How might the "long tail" affect academic publishing? Publishers are seeking new marketing outlets that had never been imagined until very recently. Here is just a sampling of these outlets:

- A typical journal article can be purchased online as a Portable Document Format (PDF) file for \$30 from Science Direct, for \$32 from Kluwer, and for \$42 from Ingenta. (Ingenta began in the academic and research sector and has expanded to include other forms of publication. Its motto for publishers is "maximizing the value of your content and digital assets.")
- Articles in JStor, a large online archive of journal articles, appear in Google searches with a link to a page where an article can be purchased.
- Scholarly articles available through Highbeam, an online research service, are also indexed by Google. In order to view the articles in Highbeam's database, one must pay a membership fee, currently \$29.95 a month or \$199.95 a year. Highbeam pays a publisher a licensing fee, just as JStor does, and may "sell" the article or access to the article.
- The *Review of Metaphysics*, a scholarly philosophical journal, sells individual articles and book reviews linked to reviewed books for between \$5.95 and \$9.95 at Amazon. Like other journals, the *Review of Metaphysics* also sells subscriptions on Amazon.
- Individual book chapters as well as entire books can be purchased as PDF files at National Academies Press. For example, a PDF file of a book that sells for \$45.86 in print is available for \$15, and a PDF file of an individual chapter is \$2.50.

The online marketing of scholarly articles, books, and book chapters raises digital reuse issues that are comparable to those faced by WGA members. Traditionally, academics have focused on the research or "prestige" values of their work. Before the

Take a
closer look
at how your
work is
distributed,
and for
how much.



emergence of digital media, the market for academic work in the humanities and social sciences was small, providing little incentive for authors to think about monetary gain. In principle, anyone *could* have purchased a scholarly article. But in practice it was unlikely that anyone outside of academia would do so. Unless one was an expert with an understanding of and access to scholarly and research resources, the means of developing an interest in a topic did not exist, and the sources themselves were scarce and expensive. Moreover, unlike in the sciences, in the humanities and social sciences there was usually no commercial application from which profit could be made. But online search engines and digital produc-

Academies Press, pointed out in his article "The Deep Niche," there could be many "niche" markets that simply could not have existed before.

In addition to potentially new dispersed "niche" markets, there are already corporate and university markets. The Copyright Clearance Center negotiates, on behalf of publishers, hefty fee structures for corporate access to and reuse of scholarly and research databases. It also assesses copyright fees to university libraries for "reuse" of scholarly material in the form of electronic reserves, course packs, and the like. (Because colleges and universities already pay the salaries of academic authors and pay for subscriptions to journals and research databases, they could end up paying twice or even three times for these

ing revenues from DVD sales, online streaming (or advertising revenue from "free" online streaming), and video downloads. If there is similar monetary gain to be made from digital reuse of work by academic authors, then academics should stop signing away their rights by entering into restrictive publishing agreements. Academic authors need to be actively involved in restructuring publishing agreements.

What might that involvement entail?

First, if publishers are going to profit from digital content, then authors should get a fair share of that profit. A publishing contract that stipulates that an author will collect no share of print or digital sales until at least three hundred copies of a work are sold annually does not give the author a fair share of the profit. Proceeds from the sale of a digital product are almost entirely profit after the work has been produced. In fact, there may be little extra cost to the publisher for print copies as well if print-on-demand is well established. Expecting authors to pay for their own work, as when a publisher offers an author a "discounted price" of \$200 for fifty PDF files of the author's own article, is equally unfair. (Although publishers seek payment for PDFs as for print copies, PDFs are pure profit for a publisher. Authors could easily and cheaply reproduce PDFs, but publishing agreements are often very restrictive about doing so, which is why authors sometimes post "prepublication" PDFs of their work.)

Second, authors should not sign away licensing rights, or if they do, they should not sign away a right to a share of reuse fees, such as the copyright and licensing fees that are paid by corporations, colleges and universities, anthology publishers, and licensees like Highbeam; nor

ONLINE SEARCH ENGINES AND DIGITAL PRODUCTION, BY ALLOWING FOR CHEAP STORAGE AND REPRODUCTION, OPEN UP A HUGE POTENTIAL AUDIENCE AND MARKET.

tion, by allowing for cheap storage and reproduction, open up a huge potential audience and market. Once scholarly articles have been "produced," the costs of maintaining and delivering digital inventory are minuscule compared to the costs of maintaining print inventory, as Anderson pointed out in his "long tail" analysis, and there is potential for profit even from infrequently purchased items.

But who would have an interest in obscure or difficult scholarly publications in the humanities or social sciences? I do not think we know. What we do know is that if millions, and perhaps eventually billions, of people have access to online search engines and digital media, as Michael Jensen, director of strategic Web communications at the National Academies and National

scholarly materials.) Digital media magnify all such forms of profit.

It remains to be seen exactly what the markets for scholarly publication will be. But it is clear that the forces shaping the digital publishing age raise new issues for creators of knowledge and culture and suggest that those creators should play a different role from the one they have played until now. Academic writers should learn from the experience of the WGA and not leave decisions about how publishing is structured to publishers alone.

What Can Authors Do?

Most artists and nonacademic writers think that they, the creators, should have a share in the potential profit of their work. The WGA strike was over writers' share in the profit from "reuse" of their work, includ-

should they sign away a share of the profit from the sale of their work by those licensees. Instead of making publishing agreements in which they sign away their copyright and get next to nothing in return, authors should be rewriting those agreements to define more equitable conditions for themselves. The Scholarly Publishing and Academic Resources Coalition (SPARC) has developed tools to help authors renegotiate such agreements with publishers (see www.arl.org/sparc/author). While SPARC is focused primarily on dissemination and access rights, it is a good resource for authors who wish to learn about how to create addenda to standard publishing agreements.

Third, perhaps authors should also play a determinative role in distribution and pricing. Where there is profit from their work, whether it is from sale, reuse, or a combination of the two, authors should get a fair share of it. Yet many academic authors might say they have an even stronger interest in dissemination than in monetary gain, or even that all scholarly work should be freely available as a public good. If dissemination is the strongest interest, then authors could publish in open-content areas or under Creative Commons licenses (Creative Commons, <http://creativecommons.org>, “provides free tools that let authors, scientists, artists, and educators easily mark their creative work with the freedoms they want it to carry”).

Authors could also negotiate non-exclusive publishing agreements (and thus retain the right to distribute, or even sell, their work) or enter into agreements with publishers only when the authors can play a determinative role in pricing to ensure that anyone with an interest in the subject is able to gain access to the work. As it stands now, a publisher who has priced a scholarly article at

\$30–45 has effectively restricted the dissemination of that work to those with substantial resources.

Legal Considerations

I have focused on an economic issue within the framework of intellectual property and have not discussed at all the viability of that framework and whether it should be abandoned altogether in favor of one that treats scholarly work as a public good. Within the current intellectual-property framework, authors need to be aware of the Copyright Term Extension Act and the Digital Millennium Copyright Act, which affect the dissemination of information and the scope and nature of the “knowledge and culture commons” both for the

antipiracy measures on digital media. This act is particularly worrisome, since it appears to give greater control to the copyright holders of works that are encoded and encrypted in digital media than to copyright holders of print media; the former appear to have exclusive control over access and use for an indefinite period of time. It is not necessary for copyright infringement to have been established for a “take-down” notice to be issued under the act (whereby a publisher issues notice to an institution, organization, or individual to remove protected digital media), even when a strong or reasonable fair-use defense could be made. This legal context provides one more reason for academic authors who are interested

**WHERE THERE IS PROFIT FROM THEIR WORK,
WHETHER IT IS FROM SALE, REUSE, OR A
COMBINATION OF THE TWO, AUTHORS SHOULD
GET A FAIR SHARE OF IT.**

public and for research and scholarly communities.

Under the Copyright Term Extension Act, copyright in a work created after January 1, 1978, subsists from its creation and (with some specific exceptions) endures for a term consisting of the life of the author and seventy years after the author’s death. If an author has signed a standard exclusive and restrictive publishing agreement, the author has signed away dissemination and reuse rights, and is simply out of luck should the work become popular or—for whatever reason—sought after and purchased.

The Digital Millennium Copyright Act is designed to give copyright holders (usually commercial publishing and media companies) legal tools to enforce alleged violations of technological

in the dissemination of ideas and who have the luxury of salary and tenure to stop signing restrictive publishing agreements and take coordinated action to restructure the publishing world.

A longer version of this essay, “Marketing Ideas: Reshaping Academic Publishing in a Digital World,” is available at the open-content online publication Science Progress at www.scienceprogress.com/2008/04/marketing-ideas. ☞