

# N I N K

December 2009  
Vol. 20, No. 12

## Thoughts on E-Publishing Contract Issues.

BY ELAINE P. ENGLISH

2009 may be known for a lot of things—the global recession, widespread unemployment, tsunamis—but in the publishing biz, it will be remembered as the year publishers actually woke up to electronic books. Now that a whopping 5% of Dan Brown's first month's sales have been in e-book format (that's almost 100,000 copies), it's clear that e-books are a force that can no longer be ignored.

When I was asked to write this article about e-book publishing contracts, I first thought I would focus on the differences between an e-book contract and a more traditional print publishing agreement, but as I started to write, other issues seemed equally (or perhaps even more) important. I'll still address the basics, but the article will conclude by raising some questions about e-publishing issues that apply across the board to all types of publishing contracts simply because of the e-book revolution.

There are some important differences between a traditional e-book contract and a print one; many of them are an outgrowth of the differing philosophies between the two types of publishers. Although, as I will explain later, these distinctions are already starting to blur as e-book publishers look to print options and traditional print publishers begin to focus more on electronic products.

To show the basic differences in the sharpest contrast, I'll base my comments on two contracts that show these differences in the extreme. For a standard traditional print publishing agreement, think Harlequin series contract, for example, or something very similar. For the e-book contract, I'll use the model offered by EPIC

(Electronically Published Internet Connection) which has been around for a number of years. It is still considered by many to be the "gold standard" of e-book contracts and its terms have been incorporated into the agreements of many of its member presses.

The three main differences between a traditional print publishing contract and an e-book publishing agreement involve Rights, Revenues, and Duration. Typically, in a traditional print publishing agreement, the publisher seeks to control as many rights associated with a work as he can—the obvious ones relating to publishing in all print formats (hardcover, softcover, mass market) as well as

*Continued on page 5* ▶

### INSIDE this ISSUE

<i>President's Voice: Exiting Stage Right, In a Hurry Even</i>	3
<i>Update to Ninc Membership Requirements</i>	9
<i>Conf Recap: Whodunnit?</i>	10
<i>Conf Recap: Interview and Interrogation</i>	12
<i>Conf Recap: Samhain Publishing</i>	13
<i>Forensic Files: Carbon Monoxide</i>	14
<i>Writing Is Taxing: Give a Little</i>	16
<i>The Mad Scribbler: My Christmas Wish</i>	18
<i>Bulletin Board</i>	20
<i>eNink Extra: Adapting to Film: Part 2</i>	21

## **Novelists, Inc.**

FOUNDED IN 1989

### **Advisory Council**

Rebecca Brandewyne*	Linda Barlow	Pat Rice
Janice Young Brooks*	Georgia Bockoven	Jean Brashear
Jasmine Cresswell*	Evan Maxwell	Vicki Lewis Thompson
Maggie Osborne*	Victoria Thompson	Brenda Hiatt Barber
Marianne Shock*	Steven Womack	Pat McLaughlin
* Founder	Barbara Keiler	

If you have questions regarding Novelists, Inc., please contact a member of the Board of Directors.

### **2009 Board of Directors**

<b>President:</b> Kasey Michaels 3230 Flatrock Dr. Whitehall PA 18052-3069 610-432-1370 kcmi@aol.com	<b>Treasurer:</b> Ruth Glick 10594 Jason Ct. Columbia MD 21044-2242 301-596-5210 ruthglick@prodigy.net
<b>President-Elect:</b> Kay Hooper 1090 PeaRidge Road Bostic NC 28018-8565 828-247-1523 (Ex #110) kay@kayhooper.com	<b>Newsletter Editor:</b> Cindi Myers 302 Yum Yum Tree Ln. Bailey CO 80421 303-816-6394 CMyersTex@aol.com
<b>Secretary:</b> Charlotte Hubbard 3913 Rustic Lane Jefferson City MO 65109-9148 573-634-8114 cmhubbard@embarqmail.com	<b>Advisory Council Representative:</b> Jasmine Cresswell 5331 Hunt Club Way Sarasota FL 34238 941-927-7370 Jasmine444@aol.com

### **2009 Committees**

<b>2009 Conference</b> Co-Chairs: Karen Tintori Katz & Leslie LaFoy	<b>Nominating</b> Chair: Pat Rice Lou Aronica Holly Jacobs Fran Baker Claudia Dain David Walker
<b>Anthology</b> Chair: Lillian Stewart Carl	<b>Outreach</b> Chair: Donna Fletcher
<b>Authors Coalition Reps</b> Deborah Gordon Elaine Isaak	<b>Renewals Coordinator</b> Delilah Devlin
<b>Digital Rights Mgmt</b> Chair: Kristine Smith	<b>Volunteer Jobs</b>
<b>Elections</b> Chair: Sylvie Kurtz	<b>List Coordinator</b> Mary Glazer
<b>Member Retention</b> Chair: Barbara Bretton	<b>Website</b> Chair: Pati Nagle
<b>Membership</b> Chair: Holly Jacobs	<b>Blog Coordinator:</b> Patricia Rosemoor
<b>Nink Online Index</b> Denise Lynn	

Complete committee member listings  
are available on the website:

<http://www.ninc.com>

### **Central Coordinator:**

Tonya Wilkerson, Varney and Assoc.  
Novelists, Inc.  
P.O. Box 2037  
Manhattan KS 66505  
Fax: 785-537-1877  
Ninc@varney.com

### **Website:**

<http://www.Ninc.com>

Address changes may be made on the  
website.

For members without Internet access,  
send changes to the Central Coordinator.

Copyright ©2009 by Novelists, Inc.  
All rights reserved. No part of this  
newsletter may be used or reproduced  
in any manner without written  
permission.

## **Introducing...**

The following authors have applied for membership in Ninc and are now presented by the Membership Committee to the members. If no legitimate objections are lodged with the Membership Committee within 15 days of this NINK issue, these authors shall be accepted as members of Ninc. For further information or to recommend eligible writers, contact:

Membership Chair Holly Jacobs  
P.O. Box 11102  
Erie PA 16514-1102  
or email [HollyJacobs1@aol.com](mailto:HollyJacobs1@aol.com)

### **New Applicants:**

Jeanette Baker, Lake Forest CA  
Liz Maverick, New York NY  
Cheryl Wyatt, Carbondale IL

### **New Members:**

Elizabeth Jennings, Matera, Italy  
Robin Burcell, Lodi CA  
Laura Ann Gilman, New York NY

### **Ninc has room to grow...**

Recommend membership to *your* colleagues.

Prospective members may apply online at

<http://www.Ninc.com>.

Refer members at Ninc.com. Go to Members Only,

"Member Services" and click

"Refer a New Member to Ninc."

Take Ninc brochures to conferences.

Email Pari Taichert with your mailing address and

requested number of booklets.

[ptaichert@comcast.net](mailto:ptaichert@comcast.net).

### **Ninc Statement of Principle.**

Novelists, Inc., in acknowledgment of the crucial creative contributions novelists make to society, asserts the right of novelists to be treated with dignity and in good faith; to be recognized as the sole owners of their literary creations; to be fairly compensated for their creations when other entities are profiting from those creations; and to be accorded the respect and support of the society they serve.

## **“Exiting, stage right, in a hurry even...”**



I've always loved the cartoon character Snagglepuss, and that line (okay, and another one of his, “Heavens to Murgatroyd!”).

At any rate, I've been told that the president does a “farewell column,” listing accomplishments and thanking people and all that good stuff before riding off into the sunset. But as anyone who knows me will tell you, I'm not the mushy sort. I get embarrassed. I'm much more comfortable going for the laugh than the gravitas, and Snagglepuss was handy.

Still, I dutifully checked back on old *Nink* issues, and read a few other Farewell Columns from other Ninc presidents (they were all very nice, by the way). One of the other things I found during my search was the announcement that dues would be raised to \$65. Guess what — the announcement was for the year 1997.

I vaguely knew it had been a while — but we actually haven't raised dues since 1997? Good Lord! We've added a fantastic website. *Nink* has evolved into the very best newsletter in the business. Our annual conference cannot be beat ... etc, etc. And we're still doing it all with 1997 dollars? Quick, re-up online or send in your renewal forms, now, before we regain our senses!

One of the year-in-year-out reasons Ninc remains such a great bargain while at the same time keeps growing as the one Must Have organization for all published writers is the Ninc Board. I mean, these people can pinch a penny until it squeaks, but never at the expense of the membership.

Another reason is our Just One Thing (JOT) volunteers. You all saved Ninc a bundle this year by stepping in, stepping up, and offering your expertise and energy, assisting committee chairs, heavily participating in the conference, taking on special projects that otherwise either could not have been done, or could have only been done by dipping into our limited funds.

We get a lot of help (a lot!) when you all fill in your Authors Coalition forms when you renew. Without that money from the ACA we could not have expanded member services at the rate we did this year, and will do again next year. So, please, keep dues down and member services solid and increasing by filling out that form this and every renewal season.

We began this year with the economy in general and the publishing industry in particular both pretty much circling the porcelain bowl, and membership dropping perilously close to the 500 cut-off number that would disqualify us for ACA funding (I mean, like January 15, our usual renewal cut-off date, we had only 503 members ... a number indelibly imprinted on my mind). I'm thrilled to say that we should close out 2009 with over 600 members, several of them prior members who had drifted off but decided to return.

How did we manage to not only stop the bleeding, but also begin to turn those membership numbers around?

Having a pretty ambitious conference with a lot of bang for very little bucks helped gain us new members. So did another fantastic year of *Nink* and wider participation on Ninclink — I think of Ninclink as the Keeps Me Sane Writers Loop. We also gained new members thanks to good old word-of-mouth from you guys, when you went out there and said, “You don't belong to Ninc? What, are you nuts?”

So what's ahead for 2010? Well, for one thing, we get the intrepid Kay Hooper as president. I played the slap-happy cheerleader for a year (hey, at least I'm honest...), trying to boost membership by revving up member services, skinning a few old cats in a distinctly “non-organizational” way, and bringing back some of the things I loved about Ninc.

The entire 2009 Board and I concentrated every day on retaining members and growing Ninc once again. Like by adding more conference workshops and reinstituting conference recaps in *Nink* for those who couldn't attend, opening discussion on Ninclink on topics we haven't really touched on a lot in the past, using the website more, and targeting that website toward showcasing members and their books. I got JOT started and then sat back in amazement as all the members I was told don't volunteer raised their hands and proved me right and the “there's a lot of apathy out there” refrain wrong. There was a lot of “hands on” and interaction with the members, and that part was the most

fun of all. I mean, I put my email address out there so often, encouraging members to give me a yell if they needed anything, had any concerns or questions or suggestions, that I doubt there are more than a few members who don't know the damn thing by heart...

So I guess I would say the 2009 Board helped "set the table" for Kay. Now it's her turn, and Kay is so savvy about publishing, so writer advocacy oriented, that I know 2010 is going to be a banner year for both bringing the now growing again Ninc to the attention of the industry and supplying Ninc members with more of the nuts and bolts we need about how to survive and thrive in this crazy business.

We're also going to do something a little different for our 2010 conference, because Ninc serves the total writer. We're calling this one Brainstorming On The Beach, because Goosing Your Imagination just didn't have the right professional ring to it — although that is what we're going to do. Call it the Care And Feeding Of The Writer, if that works.

Because it isn't enough to understand the business. In this wild and ever-changing market, we are still the guys who supply the product, so we need our heads on straight for more than just how to read a royalty statement. No, we're not going to hold hands and sing "Kumbaya," or do any of that navel-gazing stuff. We're going to talk ideas, and plotting. Networking and brainstorming (I keep thinking of this as "Ninclink — *live!*"); connecting in person with other members, talking about our projects, and watching idea spark idea spark idea.

Think about it. When was the last time you sat around with pals and just talked about your current project, or the project you love but that somehow got stalled, sidelined? We all did the knock 'round ideas thing with pals at some point, and forged some of our most lasting friendships that way. Some of us still do it ... but for whatever reason, most of us are pretty much facing that blinking cursor all on our own these days. Yet, with everything else Ninc has to offer, it is our membership that is worth, if not millions, definitely more than our dues or the price of a conference. We've got some of the best brains in the business in Ninc. So why not tap into them, while offering yours as well?

Come to the 2010 conference, stroll on the beach, or gather beside the pool, or unwind at one of the many "watering holes," and talk about your work with your peers. Listen to others talk about their work — not about how crappy the business is, but the *work*. Maybe some will bring a bit of their work with them, and take turns reading a few scenes while you all listen, catch up on your suntans, offer some advice.

No matter how you do it — and with the help of several in-depth workshops geared strictly to unlocking your imagination that may have become semi-frozen in the strained atmosphere of publishing today — you're going to soon hear, "You know what — I bet if you just change this part that doesn't seem to make you happy, and maybe add a subplot of some sort ..." and suddenly doors will open in your mind and the old creative juices will start flowing again!

The beauty of this is that those doors open both ways. Discussing someone else's project often sparks revelations for our own manuscripts. It is in the exchange of ideas with others that many of our own best ideas are born, our most bang-on insights brought to light.

Yes, we're going to learn how to open our minds, build on concepts, take our ideas out for a dry run with fellow writers, and pick their brains as they pick ours. Grabbing our ideas and running with them, building on them, forging new associations with fellow members, freeing our imaginations so that we can see beyond the "Hey, I think I've got a great idea for a book," all the way to, "I finished my new book today!"

Our new Ninc catchphrase is: Ninc, the lifeline for the published author.

And that's what we are, and what we'll continue to be; always looking ahead, always growing, always increasing member services ... but never forgetting that we are all writers first, children of the imagination first, storytellers to the world. It's time to put some of the fun back into writing, relocate the joy we had when we first said, "You know what, I'm going to write a book! And you know what else? I'm going to *sell* it!"

\*\*\*

I had a grand time this past year, and as president-elect in 2008. I thank everyone in Ninc, from the Board on down, for allowing me this experience. Now, in December, I'm going to start emailing tons of folders and ideas and homemade Cliff's Notes to Kay, so that in January I can get back to writing full time (well, I wrote full time in 2008–2009 ... it just meant longer days at the computer, and considerably more M&Ms).

As I exit stage right (yes, "in a hurry, even!"), I won't really be going that far. There's the Nominating Committee to chair, the Brainstorming On The Beach conference to pull off (watch for announcements soon, on who-all is coming to speak to us, on our EZ-pay-plan set-up, etc), and Kay tells me she's keeping my number on speed dial. All of which is okay with me, because I love this organization and every member in this organization.

Heavens to Murgatroyd — enough with the sappy and sappy, I'm outta here!

— Kasey Michaels  
2009 President

# Thoughts on E-Publishing Contracts

Continued from page 1 ►

all primary (print-based) rights and subsidiary rights (movie, film, dramatic, gaming, commercialization, etc.). Years ago (before e-books were even a twinkle in Amazon guy's eye), print publishers were already acquiring rights in all formats and media "now known or hereinafter invented." The philosophy of a print publisher has long been to acquire and control as many rights as possible. An all-rights arrangement ensured the publisher had the right to do whatever it wanted when and if an opportunity arose without having to go back to the author, the copyright owner, for additional permissions and at additional cost to the publisher. E-publishers, on the other hand, started with a much more narrow focus. They sought to acquire only the specific rights they intended to use or knew they would need. So, early EPIC model contracts asked the author to license to the publisher only the rights necessary to produce and sell an electronic version (i.e., readable text in digital format) and distribute it via download, disc, CD/CD-ROM or similar format.

As for revenues, the one big difference between contracts is that traditional print publishers generally offer advances, and e-publishers typically do not. Within some groups, this distinction has been used to suggest that e-publishers aren't "real" publishers. Advances, of course, are not gratuitous presents from a publisher. Rather, they are an actual advance or approximation of what the author will likely earn through royalties on copies actually sold, typically within the first year after first publication, and what the publisher can afford to pay upfront. Certainly the amount of an advance varies considerably from publisher to publisher and with the type of book. Larger publishers are often better situated financially to pay money in advance of publication. Smaller print publishers, who tend not to have significant capital reserves, often pay only small advances (often only a few hundred dollars). Likewise e-publishers have typically fallen into the smaller, less capitalized category of companies, and therefore, typically offer little or no advance.

When it comes to royalty rates, however, e-publishers have always felt they could afford to be more generous. EPIC's current model makes no recommendation as to specific royalty rate, but the e-publishers I surveyed do typically offer a royalty of between 30 to 40% of the list price of the book. Generally speaking, this larger royalty is possible because of lower overhead costs associated with getting the book into the marketplace (i.e., no printing, binding, etc.) and in many cases also the lower overhead of the e-publishing companies (freelance editors working in virtual offices, etc.) Print publishers have not embraced these more generous royalties on the electronic copies they produce. Harlequin, for example, pays for e-books as though they are a mass market edition, so royalties range from 6 to 10% depending upon volume of sales. Fortunately, that is not standard through the industry. Other publishers typically pay 15% of list or 25% of net royalty for e-book editions. As an aside, authors can typically get their payments of royalties more quickly from e-publishers, most of whom pay monthly or quarterly on e-book sales. Traditional print publishers continue to pay only once or twice a year.

The biggest difference between traditional publishing and e-book contracts has been the duration of the agreement. A typical print publishing contract extends for the duration of the copyright in the work (currently, the lifetime of the author + 70 more years), unless the work goes out of print sooner. By contrast, the term for an e-book publishing agreement is typically set for a number of years—e.g., two, three, or five years—from the date of first publication. The EPIC model suggests at most two years. These shorter contracts, of course, can be renewed for additional terms, but only if the two parties agree. Many early e-publishers wanted to give authors the flexibility to take their work to a bigger platform if the opportunity arose and were content to exploit only the so-called front list potential of an e-book project.

What we're seeing already is the blending of these two models. Few, if any, traditional print publishers are willing to allow authors to retain electronic rights to their works these days. The publication of the verbatim text of a work in electronic form has become almost a primary right that every publisher insists upon controlling. Once they woke up to even the potential of a new electronic book, virtually all print ►

publishers wanted to reinforce their option to jump onto the digital bandwagon and get their products out for sale on Kindles, E-Readers, cell phones and whatever new device the marketplace can create. But there's another reason as well—the economy. Publishers are using more and more print-on-demand technology to generate short print runs of their titles to meet demand, with less inventory exposure, and to keep the works in print. Print-on-demand, which involves the printing of single copies, is dependent upon the reproduction of an electronic file containing a digital copy of the book. Also, as a money-saving, green practice, print publishers have started sending out electronic ARCs.

While print publishers are creating more electronic copies, at the same time, e-publishers are moving to creating print copies. A number of e-publishers (most before the retail market started to fail) fell for the allure of having their books sold in brick and mortar stores and began publishing print-on-demand and other editions of print copies of their book. Some say this was driven by the pressures of authors and because of criticisms that e-publishers did not have the equivalent stature of print publishers. But whatever the reasons, e-publishers have now started acquiring print rights from authors as well as e-rights. First, it was the right to do a specific print format, e.g., trade paper, but the trend now continues to grow and some e-pubs are asking for the same all rights grant that traditional print publishers have always sought.

Now that the focus is turning to digital audio—both books read by computer voices built into e-readers as well as traditional audio books (read by a speaker) but recorded in digital formats—the rights grab will only expand with both e-publishers and traditional print publishers anxious to acquire all the rights they can. And since everyone is starting to experiment with new publishing products (Vooks, no less?), the trend toward full rights transfers will only continue and expand.

As traditional print publishers have known all along, the investment required to print copies and to market and distribute them can be enormous, so the need (incentive) to be able to hold onto these rights as long as possible to maximize the return on this investment translates into long-term contracts. The investments necessary to pursue future opportunities, which are by no means yet clear, are also likely to be enormous. Not surprisingly, even some publishers who started out as only e-publishers are now demanding contracts that afford them rights over the life of the copyright of the work.

The critical issues will then become rather quickly the revenue sharing between publishers and authors. So far, when an e-publisher has expanded to acquire additional rights, they have adopted royalty arrangements modeled after those of traditional print publishers. For example, most e-publishers who also acquire the right to publish print-on-demand trade paperback editions will generally offer the same 7-1/2% of list price royalty that most traditional print publishers have paid for those books for several years. And, in most cases, for the reasons I stated above, the acquisition of additional rights generally does not mean that an e-publisher will start paying advances. In fact, taking on the additional expense of actually printing copies and maintaining an inventory often has the effect of tying up even more of the small publisher's capital, making it even less likely that it will have the wherewithall to pay advances. We've also seen repeatedly that print publishers who are now acquiring electronic rights also aren't willing to pay significantly larger advances for those rights or even the generous e-book royalties offered by traditional e-pubs. In fact, as more and more distributors get involved in the chain of selling e-books, royalty rates are being lowered by traditional e-publishers to accommodate payments to these third parties who have to get a cut of the profits.

Unfortunately, in each of these scenarios, it is the author who is being asked to give up more and more. So as the contract distinctions blur between the new and the old models, the author has to focus more on the terms of any publishing agreement that will afford her more protection and flexibility as the biz moves into this era of electronic publishing.

On the all important issue of revenues, the reality is that it is extremely difficult right now to negotiate for higher royalty rates because all publishers are being very cautious. This is certainly true with e-books since the volume of sales and the price points of the product are still so uncertain. But it is also true with print books, because of the fears that the impact of new electronic editions will have upon the traditional markets for print copies. So far, few publishers have built in escalation clauses for e-book royalties based upon sales, but perhaps that will be the best way to negotiate for protection in the future. Some have sug-

gested higher royalty rates for authors that kick in if e-book sales can be shown as negatively impacting the sale of print forms of a work. This may be helpful when both print and e-book editions are issued simultaneously. Others have suggested higher e-book royalty rates if and when print editions are no longer available for sale or when advances are recouped. Other suggestions involve negotiating a clause that would trigger a re-examination and increase of royalty rates at some point in the future should industry standards change. If the authors are going to be in a position where more and more of their income comes on the back-end (i.e., from royalties rather than advances), then it will take an enormous amount of creativity on the part of both authors and agents to figure out what revenue streams are fair to compensate authors who will be taking on a larger share of the risks of publication.

Equally important will be developing contract terminology that ensures authors will be compensated for whatever electronic or multi-media product the future may demand to replace or complement the traditional book. An electronic book thus far has been defined as the verbatim text of a literary work, identical in every way, save its digital format, to a printed edition. A multi-media work, however, is a different creature and, as we are already seeing, can take on many different shapes and forms. Graphics, animation, music, links to various websites—all of these and more can be added to the text of a book when it is “published” in electronic form. Simon and Shuster recently announced that it will be working with a multi-media company to create four new Vooks, which intersperse videos throughout electronic text. Authors and agents will again need to think creatively about how to value an author’s contribution to such a product and how to ensure a fair sharing of those revenues. Certainly as we’ve already seen with the proposed Google settlement, revenues in the future may not be limited to proceeds from direct sales. Whether the income comes from subscription sales, advertising revenues, licensing or permissions fees, it is still important to ensure that the author gets a fair share. This is clearly the challenge of the future.

Finally, I can’t end this article without mentioning out-of-print clauses. They take on new importance if a publisher is going to hold all of these rights for the duration of the copyright since an electronic copy will technically and, therefore, legally, never go out of print. Most authors and agents are already working on getting publishers to adopt a threshold, either a minimum royalty or a minimum sales volume, if the publisher wants to hold onto rights when the only version being sold is an e-book or print-on-demand or other single copy edition. However, when publishers are entering into joint ventures with other companies to produce products heretofore unheard of, it gets a bit harder to address all possible future contingencies. There will always be the need to protect that author whose book gets lost in the shuffle at a publishing house (the imprint that closes, the editor who leaves, etc.). For those situations alone, it is critical to have a meaningful way for an author to get her rights back. Some traditional e-publishing agreements provided mechanisms for authors to purchase the rights back to their titles after a period of time for a pre-agreed and fairly modest price. That might provide a model for out-of-print clauses if minimum royalties or sales (based upon all income, not just that from e-books) prove unworkable.

It’s a brave new world for both publishers and authors. Some commentators are urging that *all* past models be abandoned in favor of an entirely new method of handling rights and revenues, but so far nothing has emerged that seems workable. There are days when I feel as though I’ve fallen into a SF universe, but hopefully a “Yoda” will soon appear to show us the way.

**Elaine P. English** is an attorney and literary agent in Washington, D.C. As an attorney, for more than twenty years she has focused her practice on literary, media and entertainment law, with a special emphasis on publishing. Her clients include writers and journalists and also a few small publishing companies, as well as some photographers, and television and video production companies. In addition, she represents authors of commercial fiction as a literary agent. Some of her authors include Laurie Kingery, Celeste Norfleet, Marcia Preston, and Tawny Weber.

For further information, see her website at <http://www.elaineenglish.com>.



**Price Wars???? Amazon, Wal-Mart, Target, Oh, my!**

The American Booksellers Association contacted the Department of Justice's antitrust division in late October concerning pricing at Amazon, Target, and Wal-Mart. These retailers are selling 10 hardcover books at low prices, the bottom figure currently at \$8.98. ABA is calling for a meeting immediately to deal with what they are calling predatory pricing policies.

Plans by small bookstores to purchase the 10 title bargains were defeated by the retail stores' limits on the number of books that could be purchased per customer. The limits were reported at two per customer at Wal-Mart, three per customer through Amazon and five per customer at Target. The small bookstores' plans to purchase away from the publishers is speculated by some as a protest against the publishers' discount policies.

**Vooks Are Coming**

HarperStudio is the second client interested in turning books into interactive videos. *Crush It!* by Gary Vaynerchuk debuted in October as the first Harper/Vook collaboration. Simon & Schuster was the first publisher to sign with Vook.

**PW's Top 10 of 2009**

This first Top 10 designation from *PW* was selected from over 50,000 fiction and nonfiction titles that were review submissions. The list includes: *The Age of Wonder* / Richard Holmes; *Await Your Reply* / Dan Chaon; *Big Machine* / Victor LaValle; *Cheever* / Blake Bailey; *A Fiery Peace in a Cold War* / Neil Sheehan; *In Other Rooms, Other Wonders* / Daniyal Mueenuddin; *Jeff in Venice, Death in Varanasi* / Geoff Dyer; *Lost City of Z* / David Grann; *Shop Class as Soulcraft* / Matthew B. Crawford; and *Stitches* / David Small.

**Standardized Contracts from MacMillan as of Nov. 9**

A letter from CEO John Sargeant stated that this contract for all the company's imprints would make deals easier and more efficient as well as stay current with business practices. Both print and digital rights would be covered in new contracts with a single royalty rate on digital content based on the amount received by the publisher. They will pay 20% on net receipts, which is 5% lower than other publishers. Royalties will increase from 5% on titles sold directly to consumers to possibly 10% for the first 10,000 copies, then 15% on copies above 10,000. There is some speculation that publishers are anxious about lower wholesale pricing on e-books coming from Amazon and Barnes & Noble.

**WaldenBooks Slowly Going Away**

Borders Group has announced the closing of 200 Waldenbooks Special Retail stores in January 2010. The mall based outlets began closing in 2001 and only 130 stores will remain after this closure. Superstores are not included in this effort.

**eGallery from Simon and Schuster**

Galley Grab will provide digital ARCs to the media. The downloads are DRM protected and can be read in various formats. The digital version is not replacing the print versions. This isn't the first digital galley program. NetGalley was introduced at BEA in 2008; 40 publishers are currently clients. S&S announced their own digital galley model because they feel they can do it better.

**Books by Chapters**

The You series from Simon & Schuster by Dr. Michael F. Roizen and Dr. Mehmet C. Oz is being sold by e-chapters, at \$2 to \$3 per chapter. The price is based on the number of chapters and the book's list price. Currently the chapters are only available through the askdoctoroz.com web page, a part of Sharecare, Inc.



# Update to Ninc Membership Requirements

Due to recent impossible-to-anticipate shifts in how some publishing houses operate, including creating new “arms” of their businesses that will never earn recognition from Ninc, the Board has seen the need to move quickly but not without careful deliberation to protect its members and prospective members from being disqualified from membership because of the operating models of those new, unacceptable “arms.”

Ninc can and has made its position on vanity publishing, in any of its old or new forms, clear in its recent statement. What Ninc would not do, will not do, is to hold up our current and prospective members to these companies and say, “Stop — or we’ll shoot them!”

Therefore, as our Bylaws remain constant, we have amended the more detailed qualifications for membership, listed in the P&PM. These qualifications are now concerned not with the publishing corporation as a whole, but concentrated on the particular program within the corporation for which the current or prospective member writes novel length fiction.

To be a qualifying market:

1. The publishing program must pay an advance against royalties for the books it publishes.
2. The publishing program must pay a minimum advance of at least \$1,000 for every book it publishes.
3. The publishing program must have a print run and distribution of 1,000 or more copies of every title it publishes.
4. The publishing program must have published books for a period of at least one year, and must have published books by at least ten different writers.
5. The publishing program cannot ask any of its authors to pay a fee for, nor to have any fees deducted from their royalties or earnings for, nor to have any financial investment in, the publishing of their books. Publishers that work with packagers can be qualifying markets as long as they meet all the standards herein, and as long as any packaging fees are paid by the publisher, not by the authors.

At the committee’s discretion, applicants may be asked to provide contracts and financial documents regarding the novels they submit if they wish to continue the application process.

Is everything all perfect now? No. The publishing landscape has shifted, and will undoubtedly shift again. So we do what we can do, advocate for what we see as reasonable expectations of professional performance, and get back to the business of maintaining and hopefully growing our careers. Together.



## Election Results

### **2010 Board of Directors:**

**President:** Kay Hooper

**President-elect:** Donna Fletcher

**Secretary:** Charlotte Hubbard

**Treasurer:** Marcia Evanick

**Advisory Council Representative:** Jasmine Cresswell

**Nink Editor:** Jody Novins

### **Nominating Committee:**

Denise Agnew

Kathy Lynn Emerson

Cindi Myers

Kristine Smith

Cheryl Zach

## Introducing the 2010 Nink Editor, Jody Novins

After spending over a decade working for the Central Intelligence Agency managing and writing analysis on issues ranging from missile proliferation to counternarcotics and organized crime, Jody resigned under the impression that staying home with small children would be easier than dealing with senior US government officials. Turning her hand to writing romance, her first effort, a French Revolution-set historical, was published by Berkley. Currently working on a YA spy series and new historical series, Jody is also employed by an editorial division of Sourcebooks and has run the green room for the traditional autographing program at Book Expo America for the last six years.



# Conf Recap

## Whodunnit?

BY PATI NAGLE

**THE SCENE:** York Room, Drury Plaza Hotel, St. Louis

**THE VICTIM:** Donna Doe

**THE CRIME:** Murder

As “Ninc Does Forensics” broke for lunch on Thursday, September 30, bands of yellow crime scene tape were discovered on the door of the neighboring meeting room. Curious Ninc members cautiously entered and found a tableau of violence, and plenty of evidence of foul play.



A bloody handprint on the wall by the only door out. A bloody footprint on the floor near the overturned trash can. Two bullet holes in the wall by the window.

But wait . . . there were three shell casings, not just two! Ninc investigators swiftly concluded that the killer had probably been wounded by the third bullet, leaving the bloody traces as he/she escaped!

On hand to lead the investigation was Major Mike Copeland, head of the Franklin County Sheriff's Office CSI bureau. As the Ninc members came on the scene, he whipped out a pocket flashlight, calling it one of the most important tools an investigator can have.

“You only get one shot at a crime scene, usually,” he said, shining his light on some shell casings that blended into the carpet, and which one Ninc investigator had already come close to kicking out of place. Once such evidence has been disturbed, it loses much of its value to the investigation.

As Ninc members cautiously examined the body (stabbed by a knife still embedded in the victim's chest) and the surrounding evidence of a fight, Major Copeland pointed out evidence in other parts of the room.





# Conf Recap

A gun in the victim's hand seemed to confirm this, and a crumpled



note nearby gave clues about the ill-fated meeting of the victim and her killer: "Donna . . . I really need to talk to you about my little court 'problem.' I promise I just want to TALK!!!"

Beer bottles laden with fingerprints and evidence of drug use on the table



led the team to suspect the victim was no Pollyanna.

It looked like an open-and-shut case, but Major Copeland warned against making assumptions. Not until every piece of evidence in a crime scene is identified and the process of the crime is reconstructed can investigators draw conclusions about events.

Many thanks to Major Copeland for giving Ninc a hands-on look at a crime scene.

If a picture is worth a thousand words, walking through and examining evidence—even mock evidence—in person is worth a few dozen pictures.







# Conf Recap

## ***Interview and Interrogation***

### ***Workshop presented by Detective Sergeant Joseph Burgoon (ret.)***

Detective Sergeant Joseph Burgoon worked in law enforcement for 43 years, 27 of those as part of the homicide unit in St. Louis. He's now retired, but works on cold cases, using new advances in DNA to close cases. With his slow drawl and engaging smile, Det. Sgt. Burgoon regaled the crowd with stories about his adventures on the force.

A detective can't walk into an interview with a personal bias, because someone's life may be at stake. Each case is different, so he can't walk in with a specific agenda, either. He has to learn to adjust as he goes. And if he starts with force, people tend to close down, and it gives him nowhere to go. He can get more from the interview with sugar.

A detective's job is as much to clear people as it is to put them behind bars. The best qualities for a good interviewer are good listening skills and the ability to take good notes.

Before he walks into an interrogation, the detective has to become familiar with the case. He studies the autopsy report, the witness statements, etc. He looks at the person's background. Does the suspect have previous arrests? What were they for? Who does he hang around with?

Interviews are videotaped. The detective needs to keep in mind that the tapes are turned over to defense lawyers, so he has to be extra careful. Avoid strain. Duress doesn't play well with juries.

Sometimes an interviewee starts as a witness and turns into a suspect. At that point, the detective advises the suspect of his rights. If a juvenile is involved, he tries to get a parent to come in.

Once he walks into the room, the detective tries to build a rapport with the suspect, feel him out, ask background questions for which the detective already knows the answer to get a feel for when the suspect tells the truth, offer him something to drink and a snack. Police are allowed to trick and lie. The detective tries to give the suspect a way out—such as self-defense. He's allowed to use the phone to call friends and family. The detective lets him talk, asks him to clarify some points. As the interview progresses, the detective stops and gives the suspect breaks. The detective might talk to the family and have them ask the suspect to tell the truth. He takes his time, and treats the suspect the way he would want to be treated.

The detective takes a written statement. Before he closes the interview, he asks the suspect if he's under the influence of anything, if he was promised anything in exchange for his statement, and if he was mistreated. With those statements on videotape, the suspect can't come back later and claim he didn't know what he was doing because he was high, or that his confession was beaten out of him.

The detective and his partner write out separate reports, then compare notes to see where they agreed and differed.

Once the interview is over, the detectives have to check out what witnesses and other suspects said.



## Forensic Files

By D. P. Lyle, MD



# Carbon Monoxide ... Deadly Enough?

## Can Carbon Monoxide Cartridges be Used as a Method of Murder?

**Q:** *My victim is in a locked room with one small window in an abandoned warehouse and is being slowly killed by carbon monoxide fumes from little cartridges that are timed to activate at certain intervals. There is also a booby trapped bomb in a briefcase in the same room, which will be detonated when the levels of carbon monoxide are high enough. How long would it take the victim to fall unconscious? Is it possible to ignite a bomb's fuse with this gas? If it is possible, and the victim is rescued before the bomb detonates, would they be able to recover completely from carbon monoxide poisoning and how long does recovery take?*

**A:** First of all, carbon monoxide will not explode nor does it readily burn so using it as a fuse or as an explosive material isn't a possibility. You could have a carbon monoxide detector on the bomb that would ignite when a certain level was reached so in this regard it could be viewed as a fuse of sorts.

Carbon Monoxide (CO) is stealthy, treacherous, and deadly. It's also common. You've seen it in the papers or on the news. A family is found dead and the cause is a faulty heater or fireplace. A suicide victim is found in his garage with the car engine running. Campers are found dead in a tent, a kerosene lantern burning in one corner. Each of these is due to carbon monoxide.

CO is a tasteless, odorless, colorless gas that is completely undetectable by humans. It results from the incomplete combustion of carbon-containing fuels—paper, wood, gasoline, and many other combustible products. Faulty stoves, heaters, and fireplaces as well as the exhaust from a car engine can fill the air with CO. Carbon monoxide poisoning is a more common cause of death in fires than is the fire itself. In your scenario, you supply the CO via cartridges so none of this is needed in your story, but this may be part of the investigation as to why the victim had CO toxicity----if the cartridges aren't found, etc.

Carbon Monoxide's treachery lies in its great affinity for hemoglobin, the oxygen (O<sub>2</sub>) carrying molecule within our red blood cells (RBCs). When inhaled, CO binds to hemoglobin producing **carboxyhemoglobin**. It does so 300 times more readily than does oxygen and thus displaces oxygen. In other words, if the hemoglobin is presented with both oxygen and carbon monoxide it is 300 times more likely to combine with the CO. The result is that the blood that leaves the lungs and heads toward the body is rich in CO (carboxyhemoglobin) and poor in O<sub>2</sub> (**oxyhemoglobin**).

This strong affinity of hemoglobin for CO means that very high blood levels can occur by breathing air that contains only small amounts of CO. For example, breathing air that contains a carbon monoxide level as low as 0.2 % may lead to blood CO saturations greater than 60% after only 30 to 45 minutes. So, a faulty heater or smoldering fire that produces only a small amount of CO becomes increasingly deadly with each passing minute.

This powerful attraction for hemoglobin explains how certain individuals succumb to CO poisoning in



open areas. Most people believe that CO is only toxic if it is in an enclosed area, but this is simply not true. There have been cases of individuals dying while working on their car in an open area, such as a driveway. Typically the victim is found lying near the car's exhaust. Similarly, the newly recognized problem of CO poisoning in swimmers and water skiers, who loiter near a dive platform on the back of a powerboat whose engine is at idle, is another example of this affinity.

The degree of exposure to CO is typically measured by determining the percent of the hemoglobin that is carboxyhemoglobin. The signs and symptoms of CO toxicity correlate with these levels. The normal level is 1 to 3%, but may be as high as 7 to 10% in smokers. At levels of 10 to 20%, headache and a poor ability to concentrate on complex tasks occur. Between 30 and 40%, headaches become severe and throbbing and nausea, vomiting, faintness, and lethargy appear. Pulse and breathing rates will increase noticeably. Between 40 and 60% the victim will become confused, disoriented, weak, and will display extremely poor coordination. Above 60% coma and death are likely. These are general ranges, but the actual effect of rising CO levels varies from person to person.

In the elderly and those with heart or lung disease, levels as low as 20 percent may be lethal. Victims of car exhaust suicide or those that die from fire in an enclosed room may reach 90 percent.

Carboxyhemoglobin is bright red in color and imparts this hue to the blood. When the ME performs an autopsy and sees bright cherry-red blood, he will suspect CO poisoning as the cause of death. This finding does not absolutely specific since cyanide inhalation or ingestion can also result in bright cherry red blood and tissues. Also, individuals dying from cold exposure or corpses exposed to very low temperatures may show bright red blood. Livor mortis in these situations may also be red or pink in color.

At autopsy, the internal organs in victims of CO intoxication are also bright red. Interestingly, this color does not fade with embalming or when samples taken by the ME are fixed in formaldehyde as part of the preparation of microscopic slides.

Individuals who survive CO intoxication may have serious long-term health problems. The brain is particularly vulnerable since it is extremely sensitive to oxygen lack. Symptoms and signs of brain injury can begin immediately or be delayed for several days or weeks. The most common after effects include chronic headaches, memory loss, blindness, confusion, disorientation, poor coordination, and hallucinations. The ME may be asked to evaluate a living victim in this situation if the exposure was due to a criminal act or if a civil lawsuit is involved.

Your victim would become sleepy, confused, disoriented, clumsy, and develop headaches as the level of CO in his body rose. He would finally lapse into a coma and would die if not rescued in time. Treatment is simply to remove him from the area and given him oxygen by way of a facemask and oxygen tank. If he is to be OK it should only take a few minutes to an hour to recover. He may then be normal or have any of the above long-term problems.

Website: <http://www.dplylemd.com/>

BLOG: <http://writersforensicsblog.wordpress.com/>

---

## ***Business Briefs***

### **Carina Press Introduced by Harlequin**

Harlequin has joined the e-publishing revolution with the launch of Carina Press (<http://www.carinapress.com>). Headed by veteran Malle Valik and edited by Angela James, formerly of Samhain Publishing, the e-book only publisher expects to release its first titles in the Spring of 2010. Though the parent company is Harlequin, Carina Press is structured as a separate entity. They'll have an e-book store just for Carina Press. Contracts will be similar to other e-publishing contracts: i.e. no advance but higher royalties. Royalties will be 30% of cover price, paid twice a year. Plans are to publish "a broad range of fiction with an emphasis on romance."



## WRITING is TAXING

By Diane O'Brien Kelly

# Give a Little

When you've enjoyed financial success, such as a large advance, you may decide to share your good fortune with others. Making gifts can be a great way not only to recognize or support someone who means a lot to you, but it can also be an effective way to transfer appreciated or income-generating assets, and the taxes on that appreciation or income, to someone else. Let's talk now about the potential tax consequences of gifts.

Giving or receiving a gift generally has no effect on the *income* tax of either the donor or the recipient. A gift does not generally represent taxable income to the recipient (though there are special rules for gifts received from expatriates). Also, unless the gift is made to a qualified charity, the gift does not provide an income tax deduction to the donor for income tax purposes. However, the transfer of the property represents a potentially taxable transaction to the person making the gift pursuant to the *gift* tax rules.

The gift tax, like the estate tax, is a transfer tax, not an income tax. But before we discuss how gifts are reported and taxed, let's first talk about what types of things do, and don't, constitute gifts for purposes of the gift tax.

**Not Gifts:** Transfers to someone you have a legal obligation to support are not considered gifts for purposes of the gift tax, and therefore are not taxed and do not have to be reported. Thus, if you land a high six-figure deal and buy your sixteen-year old child a cool new Mustang, the car is not considered a gift for gift tax purposes since you have a legal obligation to support your minor child.

If you pay tuition or medical bills for another person, even if you have no obligation to support that person, the payments are not considered gifts so long as you make your payments directly to the school or the medical care provider.

Transfers between spouses or transfers to a political organization are also not treated as gifts for gift tax purposes.

**Gifts:** Gifts are transfers of property for less than full consideration. For instance, if you sell your vacation home to your sister for \$50,000 when the house has a fair market value of \$75,000, you've made a gift valued at \$25,000.

Interest-free loans or loans with a below-market interest rate may also constitute gifts in the amount of the foregone interest. Isn't that interesting?

**Gift Tax Reporting:** You may make gifts to an unlimited number of recipients each year. So long as the total gifts made to any particular recipient in a calendar year do not exceed the annual exclusion amount (currently \$13,000 per year per recipient), you do not have to report the gifts. To maximize the amount of the gift while avoiding gift tax, married couples often engage in "gift splitting" in which each of them will make a gift to the same recipient equal to the annual exclusion amount. Alternatively, a donor who wants to help a married couple may make a gift to each spouse up to the annual exclusion amount without having to file a gift tax return.

Form 709 is the gift tax reporting form. Although you must report gifts if the total gifts to any one recipient in a given year exceed the annual exclusion amount, the good news is that most reported gifts are not actually taxed. You will not owe gift tax until your cumulative gifts made over the course of your life exceed \$1 million.

**Income Tax Savings:** We noted that the transfer of a gift has no immediate income tax consequences to either party. Let's now look at how gifts can affect income tax after the transfer.

Gifts of property to a person in a lower tax bracket can be an effective way to reduce income taxes on property that has appreciated in value. Here's how it works. The recipient of a gift has a "basis" in the property equal to the basis the donor had in the property (sometimes referred to as a "carryover basis.") Basis is the value used for computing gain or loss for income tax purposes, and basis is usually the price that was paid for the property. For example, let's assume you own a piece of artwork you bought for \$5,000. Further assume this property increased in value to \$10,000 while you owned it. You decide to transfer this property to your retired neighbor, who has a meager, fixed

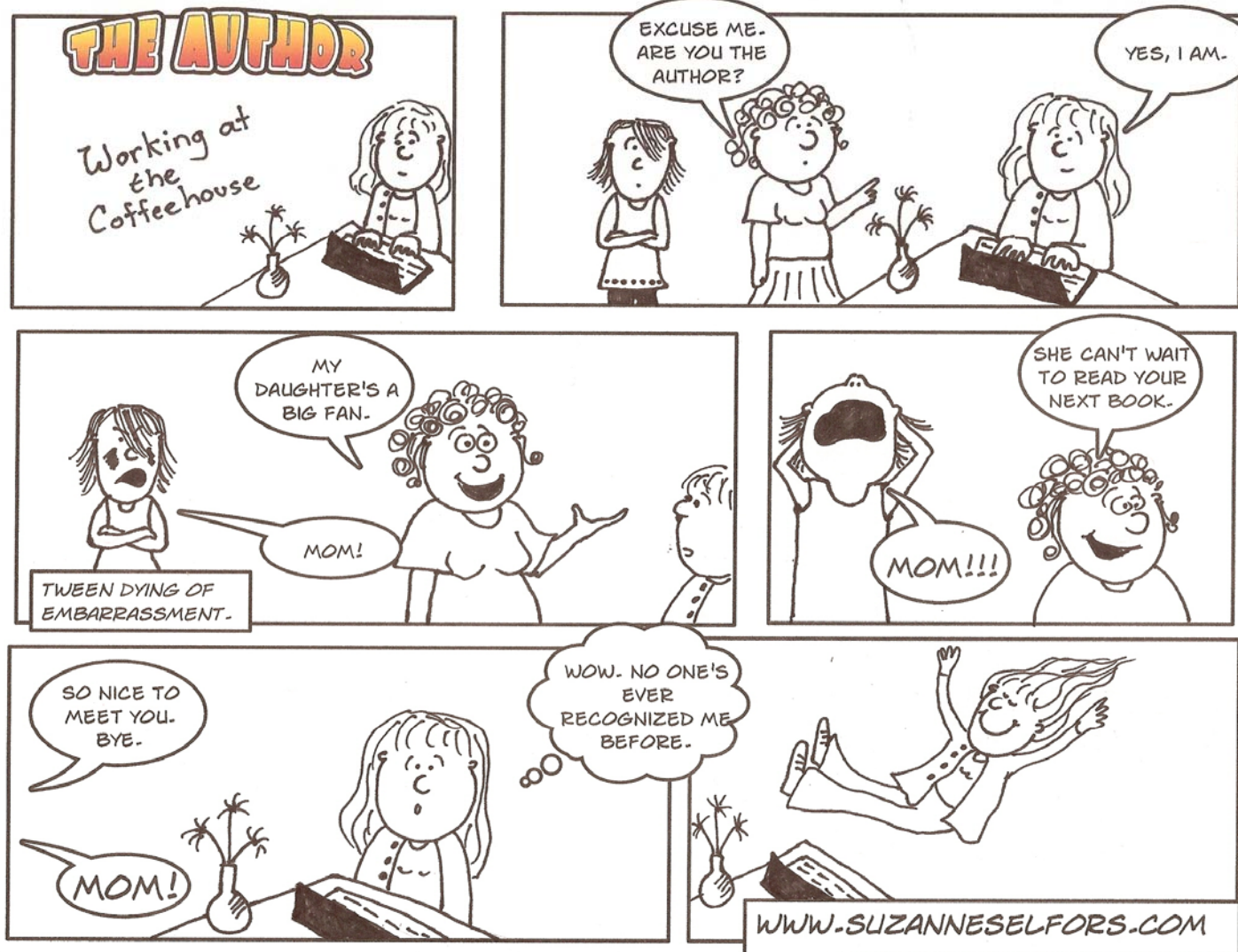
income and who kindly babysits your demanding dachshund when you go on vacation. When your neighbor later sells the art, which she considered incredibly tacky, she would use your basis (\$5,000) for purposes of determining her gain or loss on the sale. For instance, if she sold the property for \$12,000, she'd report \$7,000 in gain (\$12,000 sales price less the \$5,000 basis). Assuming the neighbor is in a lower tax bracket than you, the transfer has thus resulted in taxing the appreciation that accumulated during your ownership at a lower rate than it would have been taxed had you sold it yourself.

Similarly, it can be beneficial to gift income-producing property to someone in a lower tax bracket. Let's say you own stock in Bestsellers, Inc. and that the company regularly pays large dividends. By gifting the stock to someone in a lower tax bracket, you not only lower the tax rate that would apply to the gain on the sale of the stock, but any dividends paid in the meantime would also be taxed at the recipient's lower rate.

Be aware that you don't unintentionally do the opposite, however. For instance, an older parent with nominal taxable income who gifts appreciated property or income-producing property to their high-earning middle-aged child may inadvertently cause a higher rate of tax to apply to the gain or income. Also, be aware that investment income (dividends, interest, capital gains, rents, and royalties) received by children may be taxed at their parent's highest marginal rate, thus negating any tax savings, if the investment income exceeds an annual threshold (\$1,900 for 2009). Due to this "kiddie tax," transferring large investments to children may not generate tax savings.

For more fun reading, see IRS Publication 950 "Introduction to Estate and Gift Taxes."

Got a tax question for Diane? Email her at [Diane@dianeobrienkelly.com](mailto:Diane@dianeobrienkelly.com). Your question might be addressed in an upcoming issue. For further tax tips, check out the "Tax Tidbits" page on Diane's website, <http://www.dianeobrienkelly.com>.



# *The Mad Scribbler*

By Laura Resnick



# My Christmas Wish

*“The people whom God or nature intended to be writers find their own answers, and those who have to ask are impossible to help. They are merely people who want to be writers.”*

— Raymond Chandler

I was at a friend’s house one evening in December, a number of years ago, sitting in her living room and admiring the family’s Christmas tree, which was bedecked with pretty ornaments and surrounded by gaily wrapped packages.

The relaxed mood of the evening changed to tension and strife, though, when one of the family members decided she could no longer stand the *agony* of waiting for Christmas to arrive. She had to open at least one present, and she had to open it *now*! When her request was rejected, she flew into a tantrum, complete with shouting, tears, and heel drumming.

None of which is particularly surprising when I add that the person behaving this way was four years old.

Her mother sat her down to explain gently but firmly that, the agony of Christmas anticipation notwithstanding, this sort of behavior was unacceptable, must stop immediately, and must not be repeated.

The child calmed down—and then, at her mother’s prompting, apologized to me for her tantrum, adding meekly, “I’m just so *curious*!”

Since I remember being four years old and dying to know what was in the packages under the Christmas tree, I understood completely.

Such behavior in *adults*, however, is utterly incomprehensible to me. Especially when it’s not even followed by an apology.

Unfortunately, as professional writers, many of us have indeed encountered this behavior in adults, i.e. a rejected request followed by a tantrum—but *no* apology.

Sometimes the initial request is, “Will you introduce me to your agent?” These days, I’ve got an easy response to this, which is: “I can’t. I don’t have an agent.”

But before I had such a handy answer, I often relied on the response that I still use whenever people ask another standard favorite: “Will you introduce me to your editor?” I always say (truthfully) that I only see my various editors (just as I only saw my former agents) once every couple of years, at most, at pre-arranged business meetings far from home; so the logistics of my introducing *anyone* to them would be darned tricky.

Most people stop there, evidently puzzled and bemused that, unlike all the writers they see in Hollywood movies, I don’t socialize with my editors or agents on a daily basis, telling them my personal problems and seeking their advice about my love life.

Even more frequent than the “introduce me” question, however, is the notorious request: “Will you read my manuscript?” Agggghhhh! [See beleaguered novelist flee into the night.]

People regularly ask this favor of a writer whom they’ve only just met; whom they scarcely know; whom they don’t know at all; whom they used to know but haven’t seen in decades. They ask it of writers who happen to be their friends, their relatives, their neighbors, their co-workers, their patients, or their clients. People ask this favor of writers entering or leaving bathroom stalls at conferences, trying to board airplanes, looking for taxis, or applying pressure to bleeding appendages. And people ask this favor *all the time* of writers who are sitting quietly in their home offices, minding their own business and not bothering anyone.

And, as we all know to our sorrow, not everyone takes our refusals well. Some people instantly cease all communication with us, not even bothering to acknowledge the explanation we give for declining, never mind thanking us for any suggestions we make about alternative solutions to getting feedback on their work. Others are sullen, wounded, or resentful. And some people, alas, behave exactly like that four year old child forbidden to open her presents before Christmas: they throw tantrums.

Actually, they behave much, *much* worse than that small child did: They call us names, viciously insult us, use vulgar (even bigoted) language, make lewd suggestions, spread slander about us, and attack our work, our talent, and our personalities. Sometimes they even threaten us.

When such experiences are forced on writers, I find that bemoaning societal issues of entitlement or the death of civility is too abstract for me. I need something more concrete upon which to focus my ire.

So I blame Hollywood. (Hey, that works for everyone else, so why not for us, too?)

Even though I avoid films about writers, since they make me grind my teeth, I’ve nonetheless seen movies wherein a burned out, blocked, or revoltingly narcissistic professional writer keeps stalling on reading the manuscript of an aspiring writer (who is usually a much better person than he is). Then, during the pro writer’s Darkest Moment in the story, he finally picks up that unpublished manuscript... and it’s **SO GOOD, HE CANNOT PUT IT DOWN!** After he finishes reading it (FADE IN: *Interior; dawn; our anti-hero, unshaven and still wearing his clothes, is fast asleep in a chair with the last page of the manuscript clutched lovingly to his chest and the hint of a blissful smile on his usually cynical face*), he shoves the book into the hands of his closest personal friend (i.e. his editor) or his lover (i.e. his literary agent), and his glowing praise is enough to convince them they **MUST SIGN THIS NEW AUTHOR.**

And—voila!—the aspiring writer’s humble life is changed overnight—all because that pesky pro writer finally spent a thirty-second montage reading that riveting manuscript.

This, I believe, is what certain aspiring writers think will happen when they ask us to read their manuscripts; and the less assiduously they have pursued their craft and this profession, the more fervently they believe in the Hollywood scenario.

And the Hollywood version, you must admit, is *much* sexier than the reality of the writing life, which is that a professional writer is typically someone who spends years learning his craft, writing and rewriting his work, submitting manuscript after manuscript, and receiving rejection after rejection, as well as learning the ropes of this highly competitive industry, before making his first modest book sale via the slush pile.

Good grief, man! Why should anyone go through all *that* when a mere *thirty second montage* of me reading his manuscript will instead lead him straight to stardom? No wonder people get so angry with us for refusing to read their manuscripts!

So my Christmas wish this year is that more people will watch the *other* standard (and equally absurd) Hollywood plot about writers; the one where we’re so burned out, desperate, and unscrupulous that, upon reading an aspiring writer’s brilliant manuscript in our Darkest Moment... we take it to our estranged best friend (i.e. editor) or our ex-lover (i.e. literary agent) and pass it off as *our own work*.

Maybe if more people start believing *that’s* what will happen when they ask us to read their manuscripts, they’ll leave us *alone*.

*Laura Resnick wishes you a Merry Christmas and a Happy New Year!*



# Ninc Bulletin Board

COMPILED BY JACKIE KRAMER

Contact Donna Fletcher, President-elect 2010, if you're interested in the position of Chair of the Outreach Committee — Ninc's "most important" committee.  
donna@donnaletcher.com

## Got any news or information for the Bulletin Board?

Send it to Jackie at  
jackiekramer7@netscape.com

**Remember  
the best tool  
you have  
for writer  
advocacy ...  
renew your  
membership  
now at  
ninc.com!**

## Earn a fast \$25!

- ▶ if you haven't signed up to blog this month or next, do so
- ▶ if you haven't contacted your editor or agent or publicist or webmistress about blogging as an industry guest, PLEASE do so and then let me know who is willing
- ▶ if you want to earn a modest stipend and get extra exposure via your pix and bio, think about being an industry guest contributor — invite a guest, have that person send you the posting, including graphics, post to the blog and you'll get extra visibility in addition to \$25 — let me know if you're interested
- ▶ if you Tweet or have Facebook, please tell your followers when YOU blog; additionally, help promote industry guests — just check the Ninclink calendar to see who is blogging next on Wednesday; include a link to the Ninc blog — <http://ninc.com/blog/index.php>
- ▶ include the link, and if possible, coming guests, on your webpage

Questions? Suggestions? Contact me — Patricia.Rosemoor@gmail.com

## Foreign Edition....

If you're getting overwhelmed by the foreign editions of your books, contact Binnie Syril Braunstein at: Bsbgc@aol.com Libraries would love to help you out by adding your books to their collections. Spanish, German, French, Italian, Polish, Russian, Japanese, and other Far Eastern languages are needed. All genres are needed, mysteries, SF/fantasy, romance, horror, etc. Nonfiction is also welcomed.

To subscribe to Ninclink, send a blank email to:  
NINCLINK-subscribe@yahoogroups.com

## Only You...

Just a reminder: only you can update your member info on the Ninc database. Remember to update the database so Ninc and your fellow members can keep in touch.

**NINK** a publication of Novelists, Inc.  
An Organization for Writers of Popular Fiction  
P.O. Box 2037  
Manhattan KS 66505

*Publishing Services by Huseby Agency, Ltd.*



# THE RESNICK/MALZBERG DIALOGUES

## *Adapting to Film: Part 2*

*This concludes our series of conversations with authors Mike Resnick and Barry Malzberg. Thanks to these authors for allowing Nink to reprint these Dialogues, which were originally published in the SFWA Bulletin. - Ed*

**Mike:** As the new generation gains power in Hollywood, two things will happen: one, you'll see a lot more imaginative films (you're seeing them already), and two, a few of them, at least, will be well-made. (Don't scoff; when was the last time Hollywood made a lot of *anything* well?)

Look at 1999. Okay, there's still no *Lawrence of Arcturus* . . . but you had *The Matrix*, which will change the way a lot of sf films look for years to come; you had Tim Burton recovering from that idiot *Mars Attacks* to direct his sixth fantastic film, the very stylish and showy *Sleepy Hollow*; you had *Sixth Sense*, which along with being a Hugo nominee was actually an Oscar nominee; you had *Galaxy Quest*, whose unappreciated importance is that it was just as hilarious to the man on the street as to the fan at the convention, demonstrating just how much of an inroad the microcosm has made into the consciousness of the macrocosm; you had *The Phantom Menace*, which would have walked off with the Hugo and the special effects Oscar almost unopposed two decades ago, and which didn't even make the Hugo ballot, while losing every Oscar it was up for, which if nothing else shows that SF films are a little better than they used to be and audiences are a little more discriminating. Indeed, the one thing all of those films, except perhaps the Lucas, had in common was that they aspired to become Pope—which is to say, they were done with care, with thought, and with artistic ambition. None of them quite made it, but you had a couple of bishops and maybe a cardinal. What you *didn't* have, again except maybe for the Lucas film, was the science fictional equivalent of *Porky's* or *Halloween*, a piece of junk ground out solely for money, with no respect for the field.

Over the years, Hollywood has developed a serious distrust of prose writers, and not without cause. Prose writers are interested in words, and Hollywood is in the business of images. Science fiction writers in particular are a magnet for distrust, because they deal not only in words but in ideas, while movies deal in emotions. 98% of the audience doesn't go to the theater to think, and sf writers who cling to the notion that the idea, or even the plot, is the most important thing, find their screenwriting careers to be of very short duration.

There is a term I've heard from almost every producer and director I've worked with. The term is "Hollywood logic." Roughly translated, it means "Don't explain it, don't justify it, just say it and get on with the story." I hate to admit it, but it works almost every time. (Or, getting back to my earlier point: why in the world would Harrison Ford risk his life trying to "retire" a quartet of replicants who were due to die in a week or two anyway? But if you just say it, and get on with the story, no one even thinks of that until they're out of the theater.)

There was a Tony-winning Broadway musical called *City of Angels* (no, it bears no relation to the movie of the same title), which is about a mystery writer who is in the process of selling out to Hollywood. The director, who is the moral villain of the story, at one point sings a song about the difference between books and screenplays, and the audience is supposed to be horrified by his callousness (which they are; it's a

very mean, very funny song). But there's a stanza in there that is so dead-on true that whenever I'm working on a screenplay, I print it out and tape it on my computer. It goes like this:

*"Don't cling to the words  
To which you gave birth.  
Remember how many  
A picture is worth."*

And that's the crux of it. We are wordsmiths. We love words. We try to find new ways to use them. We're not likely to find a painting that will move us as much as a prose poem by Bradbury or Delany or Leiber.

We are, in fact, the very antithesis of what Hollywood wants, what Hollywood produces, and what Hollywood is supported by. And as long as there are writers and books, I suspect we always will be.

**Barry:** So what's the answer, Mike? Turn over the properties to the screenwriters and directors, take whatever option or pickup money there is for our own properties, and let it go? That seems to be the thrust of your argument and it really isn't a bad argument. Remember Hemingway's statement on how to deal with Hollywood—drive up to the California state line with your property, throw it over the state line, catch the bag of money they throw back, and drive away quickly. Or the line Larry Block quotes from some novelist who told, "Did you see what they did to your novel?" "They didn't do anything to my novel, it's still on the shelf where it's always been."

*The Puppet Masters* and *Martians, Go Home!* are still there; whatever happens to them in the future (I can tell you that *Martians, Go Home!* continues to sell very well in Europe and just made a new sale in France for a price in several multiples of the original USA advance) the sad fate of those films will have absolutely nothing to do with the course of the work. *The Great Gatsby* was the basis of a very expensive, very failed Redford movie in 1974 and a very expensive, very dull Metropolitan Opera commission finally produced in 1999; the novel is blameless and sails on toward the green light majestically. *The Naked and the Dead* was the basis of a truly terrible film in 1958. Does anyone (except Mailer, who called it the worst film ever made) even remember? Science fiction and cinema have independent courses; occasionally they intersect, sometimes they intersect in a hugely profitable, culture-changing fashion (*Lucas*, *E.T.*, *Alien*), more often they intersect unhappily (*Freejack*), very occasionally they intersect anomalously (*Blade Runner*), why should any of us worry about this? Whatever has happened is likely to happen again and again through the lifetime of the copyrights and then (*Pride and Prejudice*, *Emma*) well past.

But of course we do care. "We" being the audience for these essays, the readers of the *SFWA Bulletin*, the practitioners of the genre. What we want is to see it on the screen, what we glimpsed so starkly in our dreams—ah, I am going to misquote Ruthven in "Corridors" now—what we saw in the nights of our dreams; dreaming of the light against the light, trying to get back there, trying to see it real. See Ben Reich before us, see Lije Bailey and Daneel Olivaw trying to work out a murder before the robot pogrom begins. See Kuttner's dark, clanking, vengeful robot, see the Keeps of Venus, the Woman who was no woman born. We've caught it a few times. That one terrible interrogatory scene in *Total Recall* when the protagonist sees that drop of sweat on the forehead of the supposed psychiatrist who is calmly telling the protagonist that he imagined the whole thing. But there is that sweat. That "good night little Miss" in *The Bicentennial Man*. Susan

Calvin, caught in the clutch of the First Law when the robot-man says he loves her. The cold, spinster anthropologist clutching the ugly little boy she will not let become a Neanderthal again, alone.

We want that, we want to see that, we want those nights back. *Nesse Dorme*, we shall not sleep until they come again. Not in our lifetime, probably, but I find myself saying what Bill Warren wrote in an essay in the Nebula Awards volume a decade ago, summarizing the year in SF film, talking of the future. "They are coming. They will be coming. I tell you that it will happen."

Wouldn't it be a lovely thing?

**Mike:** Yeah, it's coming. I've seen bits and pieces of it. The fog-shrouded alien planet in *Alien*. The cocktail lounge in *A Clockwork Orange*. The diva, the inner-city traffic, even the cruise ship's bunks in *The Fifth Element*. The Cop Who Walks Through Walls in *Terminator-2*. The evolution of the human race as a bone flies up and a ship, waltzing to the "Blue Danube," flies down in *2001*. And even to this day, the wonders of the Krell in *Forbidden Planet*. No one's ever put it all together, though Kubrick came close a couple of times.

I think what you need, first and foremost, is a director with Kubrick's or Spielberg's or Cameron's clout, a man who cannot and will not be swayed by imprecations and threats of studio heads, a man whose track record makes him "fire proof" the way a handful of authors are "editor proof." Only that way can we get a film for adults when studios know that *Blade Runner* lost money and pablum like *Star Wars* and *Star Trek* are box office gold.

Then we need someone, a director or producer, who understands that you don't need a stunning science fictional concept, but rather an appealing story that just happens to be science fiction. *A Case of Conscience* or *The World of Null-A* will never get made, and if God drops everything else and they *do* get made, they'll fold within a week . . . but simple stories like Cliff Simak's *Way Station* or Eric Frank Russell's *Wasp* (to name just two of many) could, if properly done, make a bundle and save us from an endless parade of cute robots, pointy ears, and infantile plots.

Bill Warren is right. It's coming. But I don't know when, and neither does he. I feel like an ancient Israelite. Every time a new science fiction movie comes down the pike, I want to ask, "Are you the One? Could you possibly be the One?"

Well, mystery fans asked that for four decades before *The Maltese Falcon*. Western fans waited six decades for *The Searchers* and *The Magnificent Seven*. Fans of the musical theater waited a whole century for Steven Sondheim to change their world. It'll happen here too.

But probably not tomorrow.

*Mike Resnick is the all-time leading award winner, living or dead, of short fiction (according to Locus). He has won five Hugos, a Nebula, and other major awards in the USA, France, Japan, Poland, Croatia and Spain. He is the author of more than 50 novels, 200 short stories, and 2 screenplays, and the editor of more than 50 anthologies. He is currently the executive editor of Jim Baen's Universe. His work has been translated into 22 languages.*

*Barry Malzberg is the author of more than 90 books and 350 stories. A multiple Hugo and Nebula nominee, he is the winner of the very first John Campbell Memorial Award for Best Novel, and won the 2008 Locus Award for Best Non-Fiction Book. He is a former editor of Amazing and Fantastic, has edited numerous anthologies, and has long been considered one of the leading critics of science fiction.*

