2012 AAUP – Digitizing the Backlist: How the University of Illinois Press Tackled the Unthinkable
Notes

Slide 2:

- As the University of Illinois Press began to expand the number of agreements we signed with e-book vendors, it became clear to us we needed to clear the greatest number of titles possible for e-book sales
- After consulting with and getting advice from a few other university presses that had already completed a check of their backlist, we decided to tackle our backlist clearance project with a "team approach"
- We started with a list of our titles "live" in Google Book Search – 2300
- I went through the list first and removed those newer titles that had already been okayed for e-books, titles that were out of print and/or rights had reverted, distributed titles, and acquired reprints for which we knew we didn't have electronic rights
- That left a total of 1700 titles to check

Slide 3:

- Once we had a final list of titles, our Director sent a Press-wide email to the rest of the staff requesting a team of 25-30 volunteers, ideally representing every department, including student help and interns, asking them to donate approximately four hours per person per week over a span of 6-8 weeks, in order to turn around the project in the shortest amount of time possible
- Once we had a list of willing volunteers and their estimated availability over a two month period, I created a shift schedule of 2 two-hour shifts a day, one in the morning and another in the afternoon, with two to four volunteers per shift depending on availability
- I scheduled two training sessions prior to the start of our backlist clearance project as a means of getting volunteers acquainted with the overall process. I provided them with examples of the different types of contracts, clauses and permissions paperwork they might encounter in the files. I explained that they could be reviewing anything from a formal permission contract to a handwritten letter and what language to look for. I also put together a checklist they would be using during the backlist clearance project **(HANDOUT)** and used the training session to show it to volunteers so they could look it over and I could get feedback from them. It also gave them a chance to ask me any questions or bring up any concerns they might have.

Slide 4:

- Once our backlist clearance project got underway, every morning I would pull 10 contract folders per volunteer for each shift

- Our staff volunteers would first check to make sure our agreement with the author granted the Press full rights, meaning, the contract stated "XXX grants and assigns exclusively to the Publisher all rights in the Work…throughout the World in all forms, languages, and media now known or hereafter developed" or some variation of that. If it did, they would then check to see if the contract included a royalty clause for digital sales. Mark "yes" or "no" on the checklist. If the author contract granted the Press full rights, they would move onto third party permissions.
- Any permission letter/agreement that presented itself as problematic was marked with a neon post-it note. Those permissions that were problematic were any that included the following wording:
    -no electronic rights
    -print rights only
    -no additional formats
    -no subsequent use
    -any restrictions involving a print run, a format (hardcover or paperback only, etc), distribution, and/or time period
    -one-time use only, one edition only, for this book only were considered okay and approved for e-book provided the permission didn't additionally include any of the restrictive language above
- Additionally, I had them write down those permissions that were problematic on the back of the checklist, for example, any photo credited to XX Archives, a particular page number or fig. # if that information was available to them

Slide 5:

- Each title's checklist was kept with the contract file. Those that were "approved " for e-book, meaning there were no permission issues other than a royalty addendum required, were placed in one box. All others with possible permission issues were placed in another box labeled "not yet approved".
- It took six weeks to check every title, which was actually two weeks ahead of schedule
- I then checked those titles marked with permission problems and made decisions about what could and couldn't become an e-book

Slide 6:

- I kept track of what had been approved or not using an e-book page in our Press-wide database (SLIDE)
- If a title has been approved for e-book, "Yes" is added in the appropriate field, the royalty percentage is added, any comments. There is also a place to mark what e-book vendors received what files and when

- If the contract/3rd party permissions prevent a title from becoming an e-book, then "No" is added to the e-rights comment field along with a short comment as to why
- These statuses apply to all e-book vendors
- Overall, we approved approximately 80% of our titles for e-book

Side 7

- We did redact images for which we did not have e-rights for, provided the overall percentage of images redacted per book remained low. We did want to try to maintain the overall quality of the e-book, compared to the print version, so if it would have become necessary to redact all or most of the images for a book, we chose not to approve it for e-book. We did not redact text.
- If material needs to be redacted for an e-book, a note is include in the e-book comments field in our database so our Production Dept. will know what material can't be included when they prepare the files for vendors. I try to include a page # or fig. # for those particular images.
- We did query publishers who had redacted images for their e-books before making this decision and it was our understanding they had done so and had received little to no complaints from consumers
- If it was determined that a problematic permission the author had received actually fell within the bounds of fair use or was public domain material, I did ignore the permission restrictions and approved the title for e-book
- Lastly, we do send information letters and royalty addendum letters to authors letting them know of our plans to make their book an e-book and set a royalty for digital sales. **(HANDOUT)** We ask them to sign and return a copy of the letter for our files and when the letter is received, the copy is placed in the contract folder and the date received is entered in the title's e-book page in our database