

Ethical Dilemmas in Writing and Publishing Statistical Texts

Jeff Witmer

Oberlin College, 10 N. Professor St., Oberlin, OH 44074

Abstract

Writing a textbook takes a lot of work, but a successful product brings in royalties. Is it ethical to collect royalty income by adopting a text that you've written as the required text in a course that you are teaching? And what about getting a contract with a publisher in the first place? How can you form a good working relationship with a publisher preserving your rights?

Key Words: Ethics, textbook, contract

1. Risk and Reward

1.1 Authors take a chance.

Writing a book takes a lot of work. One way to estimate how much time will be needed is to use the advice given to someone taking on a consulting project: Break the work into parts; generously estimate the number of hours that each part will require; sum those numbers; *multiply the total by 2* – because even generous estimates of the component parts tend to be too small and something is going to take much longer than expected. Moreover, there a chance that the book will never be published, or that it won't be effectively marketed, or that it will simply fail to generate much interest in the market. Years of hard work could result in little or no payoff. Thus, compensation is due to the author, with most compensation being in the form of royalty payments.

Students pay a lot for books. Authors do not set the prices but we benefit from those high costs. I once tried to convince a publisher to lower the cost of one of my books, but I failed: The publisher benefits from setting the price at whatever the market will bear.

Is it ethical to require, or even to recommend, that students in your course buy your book? Is it ethical to push colleagues to use your book? What if those colleagues don't have tenure? I would argue that one should not pressure one's colleagues to adopt one's own textbook, but I have no qualms about requiring my students to use one of my books.

Frankly, I think that my book does a good job of presenting the material and it takes the proper approach to the subject. If I didn't believe that, then I would rewrite the book. If I think that my book is the best option available, then wouldn't it be unethical to adopt a different book for my course? Granted, students might benefit from seeing a somewhat different perspective to the material, but they also benefit from having the professor and the textbook be consistent with one another.

Nonetheless, I am uncomfortable making money from the sale of one of my books to my students. My solution to this dilemma is that when I get a royalty check I calculate the percentage of the money that derived from sales to Oberlin College students and I then donate that amount to the College.

1.2 Publishers take a chance.

Publishers never know ahead of time which books and which authors will be successful. They do marketing research, they look at track records, they talk to lots of people and try to stay ahead of the curve as markets change, but they never know whether a book will generate income for them. Moreover, they don't know if the author will produce a good manuscript and do it on time. I have had the experience, more than once, of working on a book project with someone who turned out to be unreliable and who eventually was dropped from the project, leaving others (i.e., me) to pick up the pieces.

What is a publisher to do if an important deadline is not met? For my books, and for most textbooks, the publisher makes money in August and September, when students buy books for the fall term, but loses money the rest of the year. (You might think that January and February would produce revenue, but often returns from bookstores of unsold books from the fall more than offset any new sales for the spring.) This makes it important that certain deadlines are met for marketing and sales purposes, as a missed deadline could have the effect of pushing the project back by almost a year. Thus, the publisher needs to push the author(s). Moreover, the standard publishing contract includes a provision that allows an author to be replaced if need be. Publishers are always pressing for a new edition to a book and if I as author choose not to take up the task of writing a new edition in a timely manner – as defined by the publisher – then I can be replaced, with someone else taking over “my” book.

Nonetheless, authors takes risks, as noted above, and need some protection. During contact negotiations I have had publishers say, in so many words, “trust us.” But the standard contract gives the publisher the option of not publishing the book or of taking part of one book and combining it with part of another book – perhaps one written by someone the author does not respect. That is, even if I don't like your book I cannot prevent my publisher from taking chapters 6-10 of my book and combining them with chapters 1-5 of your book and then present the melded result as if you and I had worked together. Sure, I get a share of the royalties from this new product, but I might find that to be small compensation.

But it is worse than this. The standard contract gives the publisher all rights to the book and its contents in “all media now or hereafter known or devised.” Five years from now something I've written could be marketed in a way that I cannot today imagine and I'll have no control over it.

And one more thing: There is an international edition to one of my books. I only learned about this when the publisher sent me a copy, which is a paperback. Aside from the cover, this edition is identical to the US edition, but it sells for less and I get a smaller royalty percentage than I do for the US edition. I suppose I should be grateful that the publisher wants to market my book overseas; and I am grateful. My point is that after I write a book the publisher has almost total control of what I've produced, as the rights are transferred to the publisher, leaving me in the role of advisor to my editor.

In my negotiations with publishers I have become more aggressive over the years. Publishers want the best possible book, provided it is produced in a reasonable amount of time, and they want to work with authors. The standard contract, mentioned above, is written by a team of lawyers and is designed to provide maximum benefit to the publishing company, but there is always room for negotiation. When an editors asks me to trust them, saying that they would not do anything that would damage the image of my

book, or of me, I respond that I might trust them, as individuals, but I know that there is a lot of turnover in the publishing world and in a year or two I might be working with their successor. I might even find myself dealing with a new company that has purchased the old company, at which time the letter of my contract could be very important. Thus, I've done things such as ask for the right to have my name removed from a work that is partly mine and partly someone else's, should I not approve of a creation that the publisher, or successor, puts together in the future.

2. The Work Behind Your Work

2.1 Rights When You Write

Who holds the rights to a dataset? One cannot claim copyright to “facts” or “common knowledge” but can claim copyright to creative manipulation of facts. That is, copyright doesn't apply to the raw data, but to the particular way the data are presented. Even if the data produced by someone else are not protected by copyright law, the use of those data may be restricted by a license agreement or by intellectual property law or considerations of “unfair business practice and misappropriation of intellectual property.”

But even if it is legal to use data collected by someone else, is it ethical? Why should I benefit from the data collection work of other people? Well, we all benefit from the efforts of others, in ways large and small. As an author, I should cite the work of others when I use their data in my books and I need to do more than just copy what they have done. I need to present the data in my own way, creating any graphs anew and conducting my own analysis of the data.

2.1 What to Include?

What topics should be covered in the book? At a recent workshop I made a presentation and promoted the permutation test, which I present in my biostatistics book. But I admitted that I go on in the book and in my course to present the two-sample t-test, and ANOVA, and Chi-square and... I was asked why – which is a good question! I mentioned “the market” and the residual value of traditional methods, and of having students become familiar with what they will see in the literature. But if I favor randomization tests over normal-theory-based inference, then shouldn't I take that stance in my book?

It is worse: I'm a Bayesian, but I barely even mention Bayesian methods in my biostat book or in my introductory class. Again, students should become familiar with what they will see in the literature. But they'll see the pooled t-test and I don't teach it; I push Welch/Satterthwaite instead. Should I be pushing bootstrapping and randomization tests more than I do? Is it ethical to write a book that relies heavily on traditional methods if I don't use those methods in my own work? I think so, but you may disagree.

There are other ethical issues that might arise in the course of writing a textbook, but these are the ones that have most directly affected me. These issues notwithstanding, writing a book can be a great service to the profession and to society more broadly, with the benefits to all outweighing the potential costs.

References

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