Ethics and legal issues in writing and publishing
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Internet are only getting bigger in today’s society. In one way or another, it touches all of us on a private level. Therefore, the importance of getting knowledge on the legal and ethical framework are essential to protect your own privacy and not to overstep the law. Editors, writers and publishers also face a minefield of legal and ethical issues. Copyright, the right of privacy, conflict of interests and deceptions are just some of the topics related to ethical and legal issues. Here is a source of references, where you can find important information related to the issue.

1. It’s a chimera

There is no unitary body of law that relates exclusively to publishing, although many areas of law make use of variations on the concept of a publication. It is those areas of law – copyright, defamation, contempt of court, and so on – that form the kernel of publishing law. In other words, the subject is composed of a miscellany of the parts of real legal subjects: it’s a chimera.

2. The importance of copyright

The heart of our chimera is copyright law, which gives legal protection to works that lie at the heart of publishing: books, journal and magazine articles, blog posts, and other literary formats. Copyright prohibits, amongst other things, the publication of a work protected by copyright without the permission of the copyright owner.

3. Exploitation and contract

While copyright protects the monetary value of literary works, the law of contract enables their effective exploitation. The rights that copyright creates (including the right to copy and publish a work) can be “dealt with” by means of a contract.

4. Assignments vs licences

There are two main sorts of dealing. Assignments of copyright involve the transfer of ownership of the copyright; licences, on the other hand, involve the granting of an express right to do something which would otherwise be an infringement of copyright. Some kinds of publishing, for example trade publishing, usually involve licensing rather than assignments. Other types of publishing involve assignments rather than licences.

5. Writing it down

All or almost all publishing agreements should be in writing. Whilst English law tolerates unwritten contracts, those which involve a legal assignment of copyright or an exclusive licence of copyright within the meaning of the legislation must be in writing. Even where a publishing arrangement does not involve an assignment or exclusive licence, it is sensible to prepare a written agreement. A good written agreement provides the best evidence of the contract, helps ensure that the parties are of one mind, reduces the risk of a dispute and helps with the management of a dispute should one arise. A lack of good contractual documentation can render a publishing business unsaleable.

6. Fees, royalties and advances
A publishing agreement will typically provide for an author to be remunerated either by the payment of an agreed fee or by the payment of a royalty. Where payment is by way of royalty, there may also be an advance, which will need to be earned-out before the royalty payments commence. Agreements featuring assignments of copyright tend to work better with fee-based payments, while agreements featuring licences of copyright tend to work better with royalty-based payments, but in practice many agreements combine assignments and royalties or licences and fees.

7. Works and warranties

A publisher will usually ask an author to warrant (that is, affirm the truth of) various statements regarding the work to be published. For example, a publisher might ask an author to warrant that the work is the original creation of the author, that it has never been previously published, and that it won't infringe the copyright of any third party. Many of the warranties in a publishing contract will be directed at the issue of content liability. This is because the publisher - and sometimes others involved in the publication and distribution of a work - may be liable in the event that the work contains legally problematic material.

8. Forms of content liability

There are many different ways that legal rights can be infringed, and many different sorts of legal wrongs that can be committed, by the simple act of publishing a written work. For example, a single work could: be libellous or maliciously false; be obscene or indecent; infringe copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights; infringe rights of confidence, rights of privacy, or rights under data protection legislation; constitute negligent advice; constitute an incitement to commit a crime; be in contempt of court, or in breach of a court order; be in breach of racial or religious hatred or discrimination legislation; be blasphemous; or be in breach of official secrets legislation.

9. Moral rights

Moral rights arise in relation to most works that attract the protection of copyright. Unlike copyright moral rights cannot ordinarily be transferred, although as a matter of English law at least they can be waived. The most important moral rights are the right of paternity (i.e. attribution), the right to object to the derogatory treatment of a work, and the right to object to the false attribution of a work.

10. Publishing law and litigation

Publishing companies are quite risk adverse, and rarely litigate. In particular, they rarely sue individual authors, partly because authors may not have assets worth pursuing, partly because of the expense of litigation, but also because they do not want to be perceived as being unfriendly to authors. (Taylor, 2012)

References
