

Contract

Your book has been reviewed positively by the punctum books co-directors and you received an email letting you know that we accepted your manuscript for publication, contingent upon the forthcoming review by our Editorial Advisory Board, and after that, receipt of final, revised manuscript. Congratulations!

Once you acknowledge that you want to continue the publication process with us, we will send you a contract. Our contract is compact because we try to avoid as much as possible the legalese that clutters the book contracts of many academic publishers who are intent on securing your copyright for themselves. Also, because we are an Open Access press, some things in our contract may be unfamiliar or surprising. So here we provide an overview of FAQs about our contract.

Preamble

As you can see, the contract is contingent upon two conditions: **"future receipt of completed manuscript"** and (when applicable) **"favorable review by our Editorial Advisory Board."**

With "favorable review by our Editorial Advisory Board," we mean that a member of our EAB (or other reader) also reviews your manuscript. punctum books is a scholar-led press: both co-directors have multiple graduate degrees in the fields of the humanities, social sciences, and fine arts. We therefore consider Eileen and Vincent's review of manuscripts to be the first level of peer review. Once we have accepted a manuscript and sent you a contract, we design the peer review via the Editorial Advisory Board, and/or external reviewer(s), to be constructive as opposed to a simple publish/don't publish decision, helping you to improve your book. In rare cases this may mean you still have a lot of revision work to do, but only rarely are we brought to reject a manuscript at the advice of the secondary reviewer. In other words, you can consider signing a contract with as a "solid yes," but there may still be work ahead! We should also add that our peer review process is not a "one size fits all" process. We will discuss with you what is the most productive way of review, considering the genre and nature of your manuscript.

This work ahead is captured in the other condition, "future receipt of completed manuscript." We expect our authors to take the peer reviewers' comments to heart (keeping in mind that you also have the right to disagree with a peer reviewer and you can always discuss that with us), and prepare a completed manuscript according to our guidelines (detailed here for [monographs](#) and [edited collections](#)).

1. Grants and Copyright

You will see the phrase **"non-exclusive license."** The Creative Commons license is "non-exclusive" because you are welcome to license your original manuscript in other ways to other

venues (such as by republishing an excerpt of your book in an anthology or posting your entire book online, etc.). You always retain the copyright in your own work.

When it comes to derivative works such as translations, Creative Commons licenses are not particularly clear. That's why we will always discuss with you the best way to treat a particular translation request when it comes to us, and if you receive requests directly to translate your work, or to republish it in some other form, just let us know and we can hammer out that agreement together.

2. Distribution and Archiving

Your book and its metadata will live in different formats in both digital and meat space. We are continuously expanding the repositories in which your publication is deposited.

At present our entire catalog is available via [OAPEN](#), the primary global repository for open access books, and also at [The Internet Archive](#). Part of our catalog is available through [Project MUSE](#), and we are currently in the process of importing our entire catalog to [JSTOR](#) and [Google Books](#). For UK educational institutions, our catalog is also available through [RNIB Bookshare](#).

The metadata of our catalog live primarily on [Thoth](#). This is also the place where you can download your own metadata record, for example when you want to import your book into bibliography managers such as [Zotero](#) or [BibDesk](#). All of our metadata are also stored on [DOAB](#) and some on [CNKI](#). [OCLC](#) ingests our metadata from Thoth and when you find your book there you can also check how many libraries around the world hold your book. The number of platforms on which your book is available is continuously growing, which means it will continue to become ever more accessible around the world.

Our books are printed via Kindle Direct Publishing (KDP), which used to be an independent print-on-demand printer (called CreateSpace) but was acquired and renamed a few years by Amazon. Many of our authors ask us whether there are alternatives and the unfortunate reality is that there are none for global, online distribution. The only competitor coming close to KDP's quality and worldwide reach is Lightning Source, which is also owned by a multinational megacorporation (Ingram). We have tried to find local alternatives to KDP, but these are simply not scalable, are less reliable, and require much more hands-on management from our side, for which we simply do not have the hands. So for the moment, we are stuck with KDP. On the flipside, your book will be available worldwide in almost any digital bookstore plugged into Amazon's distribution network.

We are also steadily expanding the presence of our books in meatspace stores. There are multiple independent bookstores around the world who regularly stock our books (which you can see [here](#)), and thanks to our distribution partnership with [Asterism Books](#), our books are now also increasingly available in even more bookstores around the US. You can check with your favorite local bookstore if they want to stock our (your!) book: they get a 40% discount on the list price and (mostly) free shipping.

3. Representations & Warranties

This is basically some legal verbiage to make sure that you actually wrote the work that you sent to us. It also protects us from any lawsuits should it turn out this was not the case.

4. Indemnity

More legal verbiage about conflict resolution. We have never gone to court over a contract and hope we never will. We are committed to solving any and all conflicts amiably and without recourse to the juridical system.

5. Inheritance

This makes sure we can continue to keeping a book in circulation after the demise of its author.

6. Alteration

This makes sure neither party in the contract can change is unilaterally.

After reviewing the contract please fill in your address in the first paragraph and sign/date at the bottom. Please return the contract as a PDF.

Revision #12

Created 21 October 2022 05:14:46 by Vincent

Updated 12 September 2024 16:51:06 by Eileen