

# 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 you may be used to. Also, because we are an Open Access press some things in it 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 **"favorable review by our Editorial Advisory Board."**

With "favorable review by our Editorial Advisory Board" we mean that the EAB positively reviews your manuscript. punctum books is a scholar-led press: both co-directors have multiple graduate degrees in the fields of the humanities and fine arts. We therefore consider our acquisition process to be the first level of peer review. Once we have accepted a manuscript and sent you a contract, we expect the peer review via the Editorial Advisory Board (and/or external reviewer(s)) to be constructive rather than a simple yes/no, allowing you to improve your work. In rare cases this may mean you still have a lot of revision work to do, but only rarely are we forced to reject a manuscript at the advice of our EAB. 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 second condition, "future receipt of completed manuscript." We expect our authors to take the peer reviewers' comments to heart, 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 **"irrevocable non-exclusive license"** used several times here.

The license is "irrevocable" because of the Open Access nature of the publication. Once the publication exists in the public domain under a Creative Commons license, we (or anyone else) can no longer withdraw it from circulation.

The license is "non-exclusive" because you are welcome to license your original manuscript in other ways to other venues. You always retain the copyright on your own work.

## 2. Distribution and Archiving

Your book and its metadata will live in different formats both in 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 repository for open access books. 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 our metadata are also stored on [DOAB](#) and some on [CNKI](#). [OCLC](#) ingests our metadata from OAPEN and when you find your book here you can also check in how many library holdings around the world it is present.

Our books are printed via KDP, which used to be an independent print-on-demand printer 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. The only competitor coming close to KDP's quality and worldwide reach is Lightning Source, which is equally owned by a multinational corporation. We have tried to find local alternatives to KDP, but these are simply not scalable, less reliable, and require much more hands-on management from our side, for which we simply do not have time. 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, and thanks to our partnership with [Faherty & Associates](#), our books are now also increasingly available in bookstores around the US West Coast. You can check with your favorite local bookstore if they want to stock our (your!) book, they get 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 claims 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.

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