BASIC OS TERMS / PROCESS / COMMUNITY ONBOARDING / PUBLISHING FAQ Updated 6/18

NOTES ON THE OS MODEL:

When you bring a book onto the OS you become a member of a community. Ours is not a one-time, contractual relationship. We see you as part of a cooperative effort -- and likely your query letter and/or demonstrated history of activism, work as a community leader, change agent, educator, or something in your work indicated that you would be a good match for our ethos. Hopefully, if you've already familiarised yourself with our mission and vision, some or most of what you read here won't be new to you!

In building the OS infrastructure, we hoped to begin to shift away from the a broken publishing model, and away from the cycle of costly, drawn out, submission and rejection — in which so many of us await permission and validation, leaving the viability of our work's production in the hands of others. We believe that through creating a peer-to-peer system of shared editorial and design labor, and through transparent financial modelling, that we can supercede that cycle, educating ourselves and others about publishing in the process, and facilitating the publication of work that might otherwise fall between the cracks. Ultimately, we hope to move our model to a fully cooperative one.

Our intention is to provide a transparent, accessible option with no reading or contest fees, and to provide you with beautiful, archival, tangible BOOKS, that you can have and use to continue to grow your career/practice as well as as a document of your work. Our intention is to bring genre exploding, singular, off center, silenced, hybrid work into print circulation, and to get these works into the archive.

What it means when we say that you are now a member of a community is that when we agree to publish your work we are saying far more than that: we are inviting you to be part of an ongoing, evolving experiment, and inviting you to create and publish your work using the OS infrastructure to support you from here on out. It's not a carte blanche acceptance of everything you've ever written or will write, because we want all our our work to continue to evolve and be challenged --but it DOES mean that we may suggest projects TO you based on work we've seen of yours and admired, it means bring your new projects to us for review and constructive dialogue, it means bring projects of your own -- anthologies, collaborations, translations, editorial endeavors -- and we will seek to find a home and way for them here.

The OS is a book design and production focused operation, NOT a marketing and sales focused operation. This doesn't mean that we haven't set up distribution avenues — we have — and that our books don't sell — they do — but it means that how well your book sells is primarily up to you, and to how much you're willing to be a collaborator in your own process. If you are actively engaging and asking questions, we will assist and answer, but you have to show up 100% for it to really work.

We've done a lot of the legwork for you -- put together resources and strategies for orienting yourself to the overwhelming task of surveying the field of self-promotion in a comprehensive guide which authors receive on acceptance of their first volume [Book Marketing Orientation Guide, see PDF] which also lays out the very real and extensive labor that we do on your behalf!

We will work with you, tirelessly, to help promote and place your book, however, our bandwidth is only so wide, and since we do not pay ourselves for our own labor (and indeed pay out of pocket for myriad OS expenses) we all have other full time jobs — and we are all artists and poets in our own right.

We created this because we felt it was sorely needed — not because we have trust funds (we don't) or because we have time to spare in ways others in the community do not (far from!). We will fight for you and make beautiful things for you purely out of love for the work! But it's essential that you understand what this means.

Hence, this document. Thanks for taking the time to read it!

Lynne DeSilva-Johnson Founder, Lead Facilitator, Managing Editor The Operating System

OFFICIAL BUSINESS / CONTRACTUAL CLARIFICATION CLAUSE:

Before your project is officially accepted for publication with the OS, you will be provided with these terms / conditions of our standard publishing agreements / procedure to review, as they outline our standard procedures for most projects. Upon saying that you have read and understood these terms, your project with move into an 'official acceptance' wherein we are, in a way, accepting **each other**: we are inviting you to be part of the OS, and you are saying that you understand what sort of organization we are and are exciting and willing to work within our mission and somewhat unconventional practices. Upon acceptance, you will also receive an official publishing agreement to sign. It bears noting that many publications have certain unique agreements that will be determined in writing based on the details of that specific project. Always make sure you are asking questions / not making assumptions! We have done our best to be fully transparent about the process here, but it's hard to cover everything.

Also: if you're sending us a project that you would like us to support / publish / include / facilitate, you should be familiar with the OS model and how OS books and/or projects look, feel, and what kinds of materials are in them. All of our books include 'backmatter' including, at minimum, a process interview with the author/creator/artist as well as any other ephemera, resources, expository text, etc. we feel, collectively, can support the text. This backmatter is an essential part of the OS mission and model vis-a-vis reframing and de-centering the story, writing towards the archive; if you feel uncomfortable with it please know that this is not an optional part of what we do. If you feel uncomfortable with the inclusion of backmatter then you may be realizing at this moment that in fact the OS is not the right place for you, and that's ok! It's important that we're on the same page. If you believe in our work and approach, this is a central part of it. It's not a case-by-case basis (except in those translation projects for which the original author is deceased or cannot be contacted -- and in those cases an interview with the translator or translator's note will replace the author Q&A).

It can be understood as such: you wrote a project, in text. The *book,* however, is something that we make, as an interface between reader and object, within which your project is presented. In a way, the book can be understood as the gallery or museum, within which your project (usually a "solo show," in this case) is being curated for the public. How we frame that work, how we design the pages, how we use typography -- these are all deeply considered decisions that are grounded in what WE do, which is cultural mediation of texts & other creative content for the public both now and in the future. We love what you do, which is why we want to support your work -- please respect the decisions we make in terms of how we frame the work, design our books, etc. If you aren't a fan of these parts of our work, but like other elements of our mission or the content of other books, please be aware that these elements of our process are as critical to our work here as those other considerations. And, as was said before, if you aren't comfortable with that, we are sorry but every collaborator here come sin on the same terms.

Central to the OS is a horizontal, democratic process, wherein access is equal, expectations are equal. We try to delimit barriers to access as much as possible (will never charge an entry fee, etc.), actively seek out collaborators whose access is structurally and institutionally suppressed, and, conversely, we will never privilege or make special exceptions to our core practices in any way that would undermine the equal position of every one of our collaborators, regardless of: relationship to the team, position within the community, accolades or professional standing, volunteering, etc. We see cronyism and nepotism all across the creative landscape, and are working as hard as we can to ensure that every member of our community know they are regarded and treated equally. All have access to our resources and platform, all are invited to propose and become involved in projects, all are supported by our volunteers, services, and community, all are asked to follow the expectations of the mission both in publication and in comportment: our publishing agreement has, as a result, an "unforseen circumstances" clause, wherein we reserve the right to terminate any relationship on the grounds of Racism, misogyny, xenophobia, anti-LGBTQIA+, ableism, and any evidence of abuse either of OS volunteers or elsewhere will not be tolerated in any form.

TIMELINE / DESIGN:

How long will the process take?

Because of the evolving, often responsive nature of The Operating System, some of our projects will be produced over a series of weeks, while others will evolve collaboratively over a year or more. We determine publication dates in response to a wide range of factors, including but not limited to associated performances, tour or reading / event schedules, festivals, tenure review, and other specifics on either the press or author's end. We usually accept and add books to our forthcoming catalog well over a year in advance.

The timeline from acceptance to publication will be established for your specific project via email with Lynne and/or other editors assigned to the project. Within that window, the timeline from active work on the project to receipt of designed galley for review is determined by the complexity of your project and its need for facilitation / collaboration / close editing.

In general, if and when review copies are desired and if it is determined we are using SPD as a distributor, we will need to have a fully edited / designed interior and cover 2-3 months before the anticipated publication date as a PDF unless another timeline is established specifically for your project terms. A fully finished manuscript, including any construction/ordering, visual, or significant textual changes should be submitted at least one month before the agreed upon date (i.e., 3-4 months before pub date). After the editing / design team begins the process, it is assumed that only minimal / cosmetic changes will be made to the document so as to minimize redundant work for our all volunteer team.

If desired, a hard copy pre-press proof can be ordered from our printer at the cost of \$30. We will have pre-release copies available between 6 and 3 weeks prior to the publication date, which (if applicable) will be send to SPD for distribution, distributed to reviewers, to those who provided blurbs, or other supporters at no cost to you. You will be given the opportunity to participate in online media for the OS website in anticipation of release - an interview, shared excerpts, multimedia, or other forms of pre-release support are available. The book will be offered for pre-order at a 25% discount to friends and family in anticipation of release, with an exclusive link to be shared as you see fit. You can order an unlimited number of author copies at 60% of retail price. (More on this below).

How much editing should I expect to do together / the OS team to do / what will the collaboration process be like?

Every book is different, but we want to emphasize YOUR voice, and not ours. The editorial / curatorial voice of the OS is one determined primarily by the uniqueness of each book, as well as by the visual and aesthetic language our books are known for. While we do enter into certain projects (especially performance volumes) with a long-term plan for facilitation and collaboration, by and large we accept what we consider to be FINISHED projects -- at the very least, finished *text* that requires little editing. We are open to project *proposals*, and working with a range of creators on the development of publications, but these will not be given a publication timeline or appear in the catalog until they have reached a point of completion agreed upon by author and editor.

When we accept a manuscript for publication, we rarely suggest substantive changes to the text itself beyond language choice, line breaks, and/or order. Our editorial interest is primarily bound in understanding

the book as a cohesive device, and so we may work with an author or poet rather extensively regarding the arc or order of the book, potential additions or deletions, titles, section headings, and so forth.

Because design intelligence is so central to what we do at the OS -- and since many authors are making the transition from an 8.5 x 11, scrolling page on a computer into 2-page book spreads at a different scale -- a big part of your collaboration with us will come in the form of considering the page visually, understanding and talking about layout, negative space, alignment, and so forth.

Visual / concrete poetry and interdisciplinary or hybrid work, while a central editorial interest of The OS, is also a considerably more labor intensive undertaking. While we are super excited to work on these projects, it is essential that the author or artist be prepared to approach a work of this sort *with an editor*, rather than along the lines of producing an artist's book, which should be done as an independent project. If you are coming to the OS with this sort of project, you should already be thinking about page size, etc., before you submit your manuscript.

What if I realise I want to make major changes to my manuscript while we're preparing it for production?

The Operating System believes deeply in the value of continued iteration, evolution and growth, but it is also essential to us that we maximize and honor the labor of love inherent in a tiny staff working for free to help artists and writers manifest their publications into reality. That said, if in the process of working on your manuscript with our team, you find that you want to rework the manuscript beyond our collaboratively agreed upon terms, you are required to let your editorial contact know as soon as possible; all design and/or editorial work being done on our end will cease until a new document is complete, vetted, and ready for final layout.

If this happens before the 4-month mark (after which your manuscript should be complete and ready for design / etc. on the OS end), even substantial changes shouldn't really be a problem. However, if this happens after substantive design work has been completed, and in the case that the timeline is changed as a result of this evolution, we cannot guarantee that your release date can be soon after it was originally scheduled. While we are happy to work with you as your book evolves and changes, we are committed equally to each book and if the forthcoming release calendar is tightly packed, your new date for release may necessarily be pushed back to the end of the releases scheduled to appear after yours.

RIGHTS / COPYRIGHT:

Will I retain rights to my work?

Authors maintain exclusive rights to their work, and may always reprint or republish portions of their work online or off, provided The OS is given recognition as the holder of the right to full publication in English. As part of our agreement, the author / translator give the OS permission to use excerpts and images from the work without exclusion in print and online media for publicity purposes. The OS will retain the right to reprint the book in this current form (or future editions) indefinitely, unless the author withdraws permission.

How does Creative Commons Licensing work in print?

As part of our commitment to access to indigent communities and support of open source creative documentation, our books are printed using the most strict <u>Creative Commons License</u>, the Attribution-NonCommercial-NoDerivs / CC BY-NC-ND license, rather than a standard copyright. I believe firmly that those that might wish to reproduce or steal this work for their own gain would do so regardless of copyright law; however, what this license does is remove stigma or threat of litigation from those now or in the future who might wish to reproduce this work for activist or community education purposes outside the academy, who might not have the financial or legal wherewithal to do so. It is a statement about the ultimate ownership of creative labor being in the hands of the people, never the law.

PRINTING and DISTRIBUTION:

Do you print your own books? What is the difference between a 'press' and a 'publisher'?

This is a question that we actually get asked all the time. By and large, when an organization that now selects books for publication calls itself a "Press," it's sort of a vestigial tail situation -- a standard nominal title used by publishing houses or organizations. Sometimes, in the case of Ugly Duckling Presse or some others, this may still mean that printing is done in house using traditional materials / machines. In the case of The Operating System, we have only rarely produced letterpress materials, and usually print offset or digitally. Because of our dedication to design without restriction, OS titles have been traditionally printed by a small, family run printer (Spencer Printing,) rather than print on demand, which is slightly more costly but supports small business, to which we are dedicated.

How are OS titles distributed? How will they make it to the public / bookstores / libraries / hands?

All our titles (including chapbooks, which are printed without an ISBN and are not distributed) are available directly through The OS website as well as at bookfairs. All of our full length books are distributed to the trade by Small Press Distribution or by Ingram. Production by Ingram includes POD (Print on Demand) production, allowing your book to stay permanently in production / in stock at little to no cost to the OS long after its publication date, as well as providing the title with more cohesive, accessible options for ordering outside the US. Ebooks can be discussed on a case by case basis.

How do you choose which distributor to use?

Using exclusively SPD for all our titles has turned out to be a risky and sometimes financially untenable model (see the cost breakdown below). Beginning in titles produced from 6/17 and beyond, the OS reserves the right to determine if SPD or Ingram is a better choice for your title.

Factors influencing this decision include the author / artist's "platform"/visibility/social media presence, following, established track record of successfully selling books, etc. Also, while SPD enjoys a certain position within, in particular, the world of small press poetry publishing, for other genres it isn't necessarily the best suited to distribute your book.

Since we choose a lot of first books as well as a lot of "misfit toys," we never want to make the decision of whether or not to print your book based on if it will be financially too risky for us. For relatively unknown

authors or those who choose to have little personal reach via social media, we are absolutely committed to supporting your book -- but need to do so without putting our operations in danger.

Think of this as similar to a recording studio for your album, and to Lynne (who will do all design and editing) as your sound engineer. When we accept a book, we are saying we love your work, and would be willing to volunteer our skills/labor to make it into a beautiful book ("album"), which then you are welcome to buy deeply reduced copies of and sell for profit. And, which we will also make available for distribution — ie, which will then be made available to bookstores, libraries, and for purchase to the public direct on our website, at bookfairs, via our distributor, and via major online retailers.

However, it's not a good model for us to not only do this labor for free but then also produce a large amount of a product without proof that the costs will be covered. A recording studio, to follow the metaphor, would not press a huge number of records for a band with no tangible following on the hopes that sales of these records would sell decently enough to cover the cost of their production.

Does that make sense?

COSTS AND DIVIDENDS / ROYALTIES:

So ... can I make any money off this book? I worked really hard on it, and I think it's worth a lot!

We wouldn't be here if we didn't think your work had true value! But, now that your work is in a *book*, we're not talking about its absolute value as a learning tool or potential inspiration -- we've moved away from "poetry" or "art" or "fiction" into *publishing*, and we're talking about an object / product / item for sale, and whether or not that book has value along those lines is another question entirely.

When anyone makes a product, as we know well from many items (and brands, and companies, and restaurants, and artists) whether or not that product *sells* well unfortunately has little to do with its value, which is why your own work developing your platform is so essential in establishing an audience that will buy your book rather than the other way around. We are willing to produce the book whether or not anyone knows who you are, and we're willing to NOT GET PAID to do it! Which, in essence, is already you receiving something for the work -- the hours and labor and belief of the staff here.

This isn't a traditional publishing relationship, and for our relationship to feel good it's important that you understand the difference between publishing with a press like The OS, other small or medium sized presses, and traditional publishers: we have no outside funding, no private donor, no institutional support, and we also don't charge (read: exploit) hopeful authors to read their work in order to reward a small few with a nominal amount.

When you're receiving an advance from a traditional publisher, it's because they are banking on your book making a huge amount of money for the publisher. That advance is considered a wise investment for a company that is working with large numbers, has substantive financial backing, and who also will pay many many staff members off the money the publishing house makes off of its successes. It's never that the author will make money while the publisher does not. But for a small press, working at a different scale, this simply isn't possible.

It becomes possible only with outside funding, institutional support, or charging fees, which we are committed to never doing.

You will make money with the OS in one of two ways:

#1: handselling. We generously offer our authors UNLIMITED copies at wholesale cost (60% of cover) to sell at your own (non OS) events, for as long as your book stays in circulation. This is by far the best way to make \$\$\$ off of your book, unless you already enjoy a large following

#2: promotion promotion promotion! If you work with us to get your book to reviewers, if you post it across social media platforms, if you ask your friends to teach it in their classes, that's really how it gets out there. We do all we can to help promote, but our bandwidth is limited. Successful poets and authors now are self-promoting ALL THE TIME, or pay someone to do it for them. (see our "book marketing orientation."). Also, this will help with #1.

It's important to know that if your primary goal is to make money, and you think the book will sell itself, that self-publishing is a totally viable route to choose. Less middlemen, more \$\$ for you!

A quick primer on cost structure and potential dividends:

What does my book cost to make and what am I/what is the OS earning on that book?

Initial print runs have been between 50 and 1000 books, a number determined by presale figures. Chapbook print runs are generally smaller. Whether you receive probono author copies or dividends is entirely determined by the number of books sold.

Most books we sell will just about cover their production and associated marketing and distribution costs, though many don't.

If you are using SPD, remembering that book sales are the ONLY source of income for the OS to cover its costs,

Let's say one copy of a book (when printed in bulk) costs \$5 to print.

The ISBN cost is \$25

The title distribution cost for SPD is \$25

The hard copy proof costs \$30

The yearly fee for distribution is 200

Tables (not including travel and other costs, which we pay out of pocket) at the three bookfairs cost \$1000 So let's say for a year in which we have 10 books, that the cost "per book" is \$120

Starting at a print run of 200 books, we have an upfront cost of:

\$1000 + \$25 +25 + \$30 + \$120 = **\$1200**

plus shipping, depending on the weight of the book, to the OS and SPD, a low estimate of \$50 = \$1250 plus lets say 10 gratis copies with shipping and handling to blurbers and reviewers

total (not including labor or marketing costs): \$1330 for 200 books

Now let's try to recover that cost!

The retail price of that book might be \$18.

You are allowed an unlimited number of author copies at 60% of retail.

Presale is usually around 60% of retail.

So let's say you order 30 copies, at \$10.80 = 324.

We'd print extra copies for you, and ship them, so that would be about \$180 in the green.

And let's say there's 30 presale orders, also at 60%, so another \$324.

We're at \$826 cost for the OS, still.

At bookfairs, we try to sell our books at a discounted rate, around 75% of cover. It would be huge if we sold 20 of your book at bookfairs this year, for \$270.

Still down \$556

Hopefully, during this time, books have also sold through SPD?

Sure. And here's some actual numbers, taken from sales in 2Q16 for a book at this price:
58 copies sold (a nice amount!): totalling \$644.04 in sales, our take of which is \$322.02

Also, BTW, SPD sends dividends *two quarters* (6 months) later.

So, we're at - \$234, and we've sold 108 of our 200 books, a year later.

IN SUM:

we believe that your work is worth a huge amount, which is why we are willing to do all this free labor to realise it in book form!

but very very rarely will a book sell enough to actually earn dividends. However, we encourage you to buy copies and sell them yourself. On those copies you will earn more than double what we earn! And you can order an unlimited amount, and continue to order them for as long as you wish.

Dividends generally become possible after the sale of approximately 250 books. This can happen in the form of books or financial dividends.

You will receive 20 copies after 200 copies sell, after 500 copies you receive 20 additional copies plus \$200. Also, if you personally order 100 or more copies, you will receive 10 copies per 100.

We can also do a more standard agreement where, at the end of each calendar year, you receive 15% of publisher net after costs have been met.

If our agreement includes an ebook, the author will receive 50% net of all sales.