THE OPERATING SYSTEM & LIMINAL LAB
PROJECT / MEMBERSHIP AGREEMENT

version 8.11.20

NAME / Title
2020-2021

Please note that most of the information below is standard for any of our collaborations; there may be additional conditional terms and/or riders as individual projects require.

THE PURPOSE OF THIS DOCUMENT

This document serves both as a project and membership agreement as well as a statement of the mission and values of the Operating System & Liminal Lab, with which we seek all collaborators to be aligned. Too many contract signings exist on the line between rote status quo maintenance and blind allegiance without attention to conditions established along competitive, capital lines in the interest of perceived personal "gain" or "protection" in a potentially litigious environment.

This is not that. This is an essential agreement wherein you not only recognize and agree to but hopefully enthusiastically sign on to the work of solidarity and system change to which this organization is dedicated. To sign this document expecting it to replicate standard institutional relationships or hierarchical labor or in hopes that publishing with the OS is a road towards a gate-kept legitimacy is to ignore the most central tenets of this project and what we seek to do herein.

It is a "membership" agreement, insofar as participation in the Operating System / Liminal Lab as collaborator is considered as a welcome into a multiplatform organism of sorts, inviting you to be part of a larger experiment in which every project is a part, and in which energy *exchange,* not only services rendered, is essential for the sustenance of the whole. Individual projects are not seen as isolated, nor are relationships with individual collaborators seen as temporary.

It, necessarily, speaks to certain legal and financial arrangements, but we also understand that all our projects and collaborations are not only the emergent, mutable work of humans but of *bodies*, ours and others, and as such the terms below are somewhat subject to change. And, we are open to your own requests for riders and conditions.

As of the signing of this document, there exists a formal agreement between The Operating System ("The OS"), represented by Elæ / Lynne DeSilva-Johnson (facilitator/creative director), and _Name_ ("the collaborator"), regarding the forthcoming production of _Title_ (project title), as well as membership within the OS / Liminal Lab community / network. It is understood that the terms of this agreement are primarily in keeping with the mission and practices set forth in the OS open access standard author terms, available at http://www.theoperatingsystem.org/author-resources/.

RIGHTS to PUBLICATION & COPYRIGHT / OPEN ACCESS PRINCIPLES & COMMITMENT

The Operating System reserves English publication rights to this material in print form, with all other rights remaining with the collaborator (partial publication rights, online, in periodicals, etc) for as long as the organization is in operation. The OS reserves the right to use of this text as well as collaborator bio, blurbs, interviews, backmatter, and/or any images used within this volume for publicity, marketing, and generating visibility for this work and for the organization online, in social media, and/or on other related media / materials. If, as an immediate result of this collaboration this work gets optioned or funded for further development we only ask for credit in that process, and celebrate your future successes. If and when possible, of course, we would welcome donations to help our community survive, and hope that as you continue developing future projects that you will do so as a member of this organization, inviting others to use and be supported by this infrastructure.

The Operating System was built with Open Source principles and ideals at the core of our mission, and we are an active member of the Radical Open Access Alliance. As with all Operating System documents, this volume will be published under the strictest Creative Commons License, CC BY-NC-ND [Attribution + Non-Commercial + NoDerivatives], allowing for the free and open sharing of our works, but with no remixing or commercial derivation allowed. We recognize the restrictive, often elitist institutional system that strangles access to these sorts of materials, and refuse to publish under a legal code that would potentially implicate someone without the means to access for the attempt to share, learn from, or teach using OS materials.

As of Spring 2020, all OS titles are also available via PDF at the OS online Open Access Library.

> Learn more about the Radical Open Access Alliance here:
> http://radicaloa.disruptivemedia.org.uk
> Learn more about Creative Commons Licensing here:
> https://creativecommons.org/licenses/
> Read more about "Radical Open Access and the Future of Libraries," in this editorial
> https://boogcity.com/boogpdfs/bc120.pdf

OS COMMUNITY / COHORT MODEL / COLLECTIVE AUTONOMY TOWARDS ABOLITION

Upon the signing of a project agreement like this one, all Operating System collaborators are considered to be part of a larger cooperative community that is steadily evolving towards a horizontal, or "flat" organizational structure. The OS was built to be cooperatively run, as an infrastructure to be co-created, evolved in its operational capacities, activities, and output by its members -- it is moving away from top-down hierarchy or functionality, only temporarily necessary as the infrastructure itself was built.

When we let you know we were interested in working together, we asked you to read the OS Standard Terms and you also received a letter outlining the cooperative, open-source, social justice driven mission of The Operating System, which are also outlined in our submission guidelines. It is imperative to the health of the organization and community that members are not only abstractly excited about this mission but **actively desirous of becoming a part of that community**. We would like you to build a home of sorts, here, knowing that you can take on editorial and project lead responsibilities, and that you are encouraged to bring future projects on board as a member. You're also encouraged to be an active part

of Liminal Lab, as facilitator and as participant.

Being an OS member takes into consideration the diversity of physical, financial, temporal, and other resources, as well as the pressures and precarity so many of us face on a daily basis. We are not asking for specific, ongoing, tracked hourly labor as you might be required as a member of a coop or other similar institution, though the organization is always actively exploring the most sustainable, effective forms of its evolution for the good of all. However, if it will be too much to you to respond to actionable tasks like sharing links to other OS author books on your social media, supporting OS projects and events, and engaging with members of your cohort year and/or OS community—whether answering questions, collaborating on booking events, working the OS table at a book festival, etc— then this is not the right organization for you.

We understand that many people want a more traditional, clearly service-oriented relationship with a "press," and if that's the case, we wish you the best and ask that you take your project elsewhere. No one here is "just" a publisher, and no one here is doing this because we come to the table with family or personal financial resources that give us a leg up. We are all artists and writers in our own right, mostly queer, many disabled or chronically ill; we all work f/t jobs of our own, and we built and work for the OS because we believe community / systems like this are sorely needed. But all of us must be on board for it to grow and support more and more of us without undue strain on any of our members. If the OS is going to thrive and survive, we all need to show up and work together.

You will be asked to be a part of cohort meetings as well as to support your cohort members' projects in whatever way you are able, and you will be invited to monthly OS Open Community Meetings, where we collectively determine protocol for various initiatives as well as distribute volunteer labor. Since we remain volunteer run, if you are able we encourage you to find at least some small way to support the press--this isn't trickle down, it's mutual support and exchange.

It's become increasingly obvious that having these intentions and mission is not enough—in the public eye this often gets glossed over and the crucial differences between the OS and other orgs / presses, many institutionally or privately funded, get erased. We will increasingly be opening conversations about this model moving forward and publishing about what it means both our community and as a vehicle for systemic evolution...always the goal.

OS COLLABORATOR SUPPORT & SERVICES / CROSS PLATFORM DESIGN & PLANNING

For text-based projects, all OS collaborator titles over 50 pages in print form are provided with an ISBN number as well as Cataloging in Publication Data at the Library of Congress, as well as distribution via the existing channels within the press's infrastructure. [See "Distribution" below.]

In the months before a project is produced, collaborators will go through an onboarding process of editorial, platform, media, and design consultation. The timeframe for this varies depending on each project's complexity, and is also based on the bandwidth of our volunteer staff. Beginning in 2020 this will include a process of explicitly anticipating the need for the work to exist on a number of different platforms, and collaborators will be invited to work autonomously on the design of their project across these platforms, using OS/LL stylesheets and guidelines. All projects will include a sort of expanded colophon containing instructions / notes on how and why the work should and/or would be produced in different media, for potential future reproduction.

All OS collaborators are invited to use and publish on the OS platform on Medium both in anticipation of your project's official release, as well as after—creating content there and linking it to your ordering information is a great way to increase visibility and gain a following / seed interest in the project. You are also invited to be a part of Liminal Lab, facilitating workshops and/or leading or curating other programming (online for now). Liminal Lab, in particular, represents our ongoing commitment to assist our community members in securing sustainable, extra-institutional modes of sustainable income and mutual aid.

Publicity and Marketing for OS books is a collaborative effort -- the OS cannot build your platform for you, and neither our intention nor goal is to be the vehicle via which artists / authors who aren't personally engaged in building their own online platform gain visibility / legibility / credibility. We do not prioritize this fetish, and we don't need you to. However, we actively will support your project as much as possible on our channels, efforts which are far more effective if you work to build your own platform. We recommend you follow the steps in our [as-painless-as-possible Hustle Guide](#) in the time leading up to as well as after your project's production.

The OS team will promote your project via our social media channels and mailing list, promote any events via social media and add them to our events calendar, support your project at conferences and festivals, and if viable will assist in organizing/hosting a launch event for you either locally or online if you are able to travel. We direct mail pre-sale announcements including digital review copies of each book to a long list of bookstores, collections, and reviewers, as well as our 2000+ member general list, and have standing arrangements for adoption / archiving by collections and libraries, including the University of Buffalo Poetics Collection, Poets House, and the British Library. Many of our books are adopted via our wide community of educators for use in institutional and organization settings, both in and beyond the classroom, and have been featured in Lambda Literary's LGBTQ writers in schools program.

Because our resources are limited, so is our ability to provide hard copies of print publications to reviewers -- however, you will be provided with a full PDF for review purposes before publication date that you may circulate and send out for reviews; in the case that a review is assured by a publication, hard copies may be available through the OS on a case by case basis. You are always welcome to submit for contests, and we are happy to support you with approval / paperwork / signature / written praise (if given adequate lead time), but our ability to support fees or provide review copies for contests must be reviewed on a case by case basis as well.

See our awards / contest policy [here](#), and our bookfair / festival / conference policy [here.](#)

DISTRIBUTION

As of 2019, the OS is using [Ingram](#) exclusively for distribution of print documents. Distribution and printing through Ingram automatically includes POD (Print on Demand) capabilities, and we are committed to keeping your book in circulation even in the case that the OS ceases to produce new titles. Be assured that even in the case of unexpected suspension of OS operations, collaborators will be provided with all necessary assets for publication elsewhere and/or support for continued printing and distribution through Ingram if they so choose.

We also supply some bookstores and libraries with our titles directly through the OS. You are always welcome to supply your books as your own distributor on a consignment basis to bookstores and create other platforms for the sale of your titles, which will net you the greatest financial return.

The Operating System reserves the right to terminate printing and distribution for titles if and when it is deemed necessary to do so.

COLLABORATOR / EDITOR / CONTRIBUTOR COPIES & FINANCIALS

It is essential that collaborators understand that the primary goal of publication via the OS's channels / systemic model is access, scope, reach, and entry into the archive. Financial returns via these channels are negligible (sometimes, negative) after costs for the OS. Copies sold via multiple middlemen [ie: after distribution and warehousing costs, and/or secondary sale through a reseller like Amazon] will not produce substantive royalties for the OS or the collaborator after costs.

Traditional royalty structures are largely moot at a scale as small as this, and while you may be familiar with small presses that provide initial financial payouts to collaborators, prize monies, and similar, what isn't transparent there is that these monies are usually not garnered through book sales but through either independent or institutional funding, and/or submissions fees, which we have never and will never charge.

The Operating System is neither institutionally tied or funded nor the benefit of invisible private streams of income, and while we would welcome this funding we also are proudly agile and run entirely on community contributions and income from projects and programs; what this means is that our system's health is independent of the whims of the market or the capacity of grant-funding to support our projects. As infrastructures and institutions continue to crumble, many organizations will collapse. **Our organization has been built to weather these storms, and to support you long into the future in a meaningful and transformative way. It may look different from classic, capital-hierarchical "dividends," but we hope you will agree that in the long run your take is far more substantial.**

For print projects, collaborators seeking to make the most return off their books should consider direct sales on your own media platforms as well as consignment of collaborator copies to local and regional bookstores, in addition to selling at independently organized readings and events which we encourage you to do.

Each collaborator may each purchase unlimited copies of print projects at 50-60% of retail cost for personal sale at non-OS events and by hand. In general, any collaborator book orders should be given 2-3 weeks for printing and delivery and can be paid for via paypal or venmo. Complimentary collaborator copies are usually provided at the launch of a project, with the number dependent on costs and conditions.

As far as royalties are concerned, many books actually end up just about breaking even or operating at a loss for the OS. When possible / viable / when sales allow, collaborators will receive 10% of net proceeds after costs are recouped. We often determine the appropriate course of action for distribution after numbers for pre-order have come in, a month or two before the planned release date. At that time, a rider for royalties can be drawn up and signed if desired.

Unfortunately, the way many have come to understand "royalties" is based on business models that are not actually sales / income driven -- when publishers cover costs with institutional, private, or other funding, and do not expect sales of a book to cover the costs associated with its production, calculating royalties with major subsidies, this model inaccurately inflates our perception of how much is due an

collaborator after costs.

Our model at current already requires not calculating in any of the labor of our staff, which is in itself highly problematic. Like any sales-driven business, our "product" is books, and revenue from sales is what, primarily, supports the operation. What we provide to collaborators and collaborators is a skilled and nuanced, niche *service* - one that in the music industry, for instance, would be highly costly. For big publishers, huge teams of paid staff are supported entirely through sales...before collaborators see returns. In indie publishing, however, this has traditionally been subsidized by grant funding, predatory fee-for-review contests and submissions, as well as private or personal financing.

We seek to up-end and make visible these practices, opening up a conversation about how we, as makers / writers / creatives / communities can change modes and channels of production—but this requires those getting published understanding the limitations and financial realities of doing this without deep pockets, as well as understanding that we don't think it's ok for our staff to labor for free, either. We're actively troubling how to make this the most sustainable, joyful, successful process for everyone involved. Please join the conversation. We encourage and invite feedback.

More specific details about the financial breakdown of printing and associated publishing costs on our end, as well as information about marketing and other costs are available within our collaborator resources.

COMMUNITY CARE / ACCESSIBILITY AND LABOR CONSCIOUSNESS MEMBER AGREEMENT

By agreeing to be part of the Operating System, the collaborator acknowledges a relationship to living, breathing, humans, who are creators in their own right volunteering their time to make change in the creative community at large. Many people in this community, as well as in the world, are disabled and/or mad, have chronic illnesses and/or are simply working through systemic trauma. Sometimes, the bodies / lives of these humans need to take priority over the production timeline of our projects, and we stand firmly behind our commitment to prioritize the health and well being of all community members, collaborators and staff.

The tools and resources that have been carefully built have been created, in part, to streamline this process and not add unnecessary administrative and/or emotional labor on the part of our volunteers. To this end, it is essential that steps are taken by all collaborators to utilize the resources that have been built for all OS members, and use the cohort and community at large to learn as much as possible about this process before reaching out to OS staff, especially the core editorial team -- we must all be respectful of each other's time and labor. This is not only kind and appropriate, it's a justice issue. While there can often be blurry boundaries between personal and professional relationships within a community like this one, please take care with the use of phone, social media messaging, and email communications around project questions, and allow time for responses.

Collaborators who have had a project accepted and sign a project agreement with the OS are agreeing on the project in the form that has been seen and vetted by the undersigned, though we will support your *work* and its growth as much as possible. However, the OS does not automatically commit to production of projects that are substantially changed in any way after their acceptance. Collaborators who wish to rethink or rework their projects in any substantive way are welcome to do so, as we are always in support of the continued evolution of your work, but the OS reserves the right to pull any title from a forthcoming

catalog for future review and/or, if approved, at the very least to reset the timeframe for production in lieu of the calendar for other titles. Project changes initiated by collaborators, delays caused by collaborators, or difficulty in reaching or communicating with collaborators may result in delayed release dates, which may or may not need to be pushed back considerably depending on other concurrent project timelines.

UNFORESEEN CIRCUMSTANCES / ACCOUNTABILITY CLAUSE

The Operating System reserves the right to immediately terminate any agreement with collaborators who are found to be in violation of the founding mission and principles of the organization. Racism, misogyny, xenophobia, anti-LGBTQIA+, ableism, and any evidence of abuse will not be tolerated in any form. The OS reserves, as well, the right to terminate any agreement with collaborators who are considered to be abusive of OS staff or other community members in their communications or behavior online or off.

In the case of unforeseen human circumstances or emergencies, OS operations and/or production of titles may need to be delayed, suspended, or even terminated.

The facilitator/editor agrees that the OS is not liable under any circumstances for repercussions from any of the above potential unforeseeable conditions.

Signed this ____##____ day of ___Month____, 2020__.

_____   _____
"Producer"   "Collaborator"
ELAE / Lynne DeSilva-Johnson,   Name
Founder / Creative Director,   Address:
The Operating System   Phone:

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PLEASE LET US KNOW IF YOU NEED ANY ADDITIONAL ACCOMMODATIONS OR TO DRAW UP A RIDER FOR ANY REASON.

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