

More than a Platform: Supporting Open Access, Digital Scholarly Publications
From Acquisition to Distribution
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Lever Press Publishing Agreement

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What would you do if you could rewrite your publishing agreement from scratch? That's the opportunity (and the challenge) the folks behind Lever Press have been given—to design a new kind of contract for a new kind of publisher.

The Lever Press publishing agreement shares a number of features with the [Model Publishing Contract for Digital Scholarship](#)—a Mellon-funded initiative you might have heard more about earlier today—but I want to make clear from the outset that the Lever contract is not the Model Publishing Contract, though it was inspired by it. The contract I'm here to talk to you about was written specifically for Lever Press by Jack Bernard, Associate General Counsel at the University of Michigan.

Lever Press makes [three commitments](#) to the scholarly community:

- “Alignment with the mission and ethos of liberal arts colleges,” and an interest in supporting works beyond the traditional academic monograph.
- Platinum open access, with all costs “borne collectively by our supporting institutions—not by individual authors or their sponsoring departments or institutions.”
- Digitally native works, “unconstrained by legacy publishing processes and leveraging the opportunities for reuse facilitated by an open-access business model.”

With these commitments in mind, there are several aspects of a traditional book contract that must be modified to accommodate Lever's mission, and several opportunities for reimagining what a publishing agreement can be.

The Challenge: The Work

From the outset, Lever is interested in projects that aren't just books, so a publishing agreement built rigidly around the book won't work. The Lever Press contract is format agnostic, able to accommodate digital projects that might take a range of formats, lengths, and shapes. However, in order to accommodate this diversity in scholarly objects, the contract requires a radical rethinking.

The Opportunity: A Modular and Flexible Agreement

What resulted from that rethinking? A contract that is composed of two pieces: an agreement and schedules. This approach separates the legal agreement between the author and their publisher from the mechanics of getting the work published. The agreement is a legally

enforceable contract, and the schedules are meant to create shared understanding of responsibilities for both parties, similar to memoranda of understanding. Details that used to reside in the body of the agreement (making a traditional contract long and complex), have been moved to the schedules. This makes it easier to customize the contract to suit the project at hand—be it a book-like, long-form scholarly argument or an innovative digital project rich with multimedia and new affordances. How? Because the necessary legal language in the agreement (that your general counsel typically won't let you tinker with) stays the same, while the appropriate schedule (description of the work) can change. The schedules cover topics like a detailed description of the work—essentially, what is the author delivering to the publisher—as well as the publication schedule. Additional schedules could be added to govern how contributors are to be credited or how permissions will be handled.

The Challenge: Cash [No Longer?] Rules Everything Around Me

The funding model for Lever Press is what they are calling “platinum open access,” in which the member institutions of Lever pay all the costs of acquiring and publishing the work. Unlike in gold open access, the author or their institution does not pay these costs. The goal here is twofold: to invest in the scholarship of liberal arts institutions, and to make the work freely available to readers everywhere immediately upon publication.

The Opportunity: Author-Friendly Language and Terms

But if a contract isn't about signing away your rights, receiving a few royalty checks, and getting a few complimentary copies in return, what is it about? For Lever Press, the contract grants the publisher the exclusive right to commercialize the work, while the author will be free to make typical scholarly uses such as teaching, freely distributing the work to colleagues, and building upon it in subsequent works. Readers will be free to make similar uses, likely governed by an open license, which will make reuse and distribution easy to understand.

In addition to removing financial and legal barriers to access and reuse, the Lever Press contract also seeks to remove barriers to understanding by using simpler, plain language when possible. This makes it easier for authors to understand the set of shared responsibilities between author and publisher and their respective commitments to one another.