

Author's Rights

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Retaining Author Rights

Congratulations! Someone wants to publish your work. That is always thrilling, but in the rush of excitement don't give away more rights than you should. Some authors think that the publishing agreement is a take-it-or-leave-it kind of thing, but many aspects of the agreement can be negotiated

Why Care?

Often restrictive publishing agreements transfer copyright ownership or grant an exclusive license to the publisher. This can prevent you or BYU from using your work in many useful ways, such as (1) making copies for teaching, (2) posting portions of your work on personal or BYU web sites or other online repositories, or (3) using your work in other research activities within a fast-changing technological environment.

You gain desired flexibility and freedom to make your work more widely available by protecting rights to your intellectual work. Clarify before you sign the agreement.

Who Owns the Work?

As the author of a work, you are the copyright owner until you transfer copyright ownership in writing to someone else. At BYU, unless substantial university resources are used, you become the copyright owner of your authored works. To view the Intellectual Property Policy for BYU, visit copyright.byu.edu/ippolicy (requires NetID and password).

Before you sign on the dotted line:

1. **Contemplate:** What are the possible present and future uses of your work?

While many publishing agreements grant most rights to the publisher, the publisher may not need all rights they sometimes seek. They may agree, once you bring it to their attention, that you should be allowed to reserve certain rights. Request the rights that both you and BYU need. At a minimum seek to retain the rights to use your work for classroom use, distance teaching, lectures, seminars, BYU online repositories, other scholarly works, and professional activities.

2. **Review the agreement:** What does it allow or not allow?

Carefully review the section of the publishing agreement titled Author's Rights or a similar section. The Copyright Licensing Office can help you review a publication agreement. You can also visit copyright.byu.edu/rights for information on retaining the rights to your work. Sample license addendums A and B with suggested wording are provided on the web site.

3. **Negotiate:** What rights do you need for personal and institutional use?

Do not be afraid to negotiate! More and more authors are successfully reserving the rights to use their works for themselves and their institutions through open discussion and negotiation.

Propose inclusion of the author's addendum as found at copyright.byu.edu/specific or copyright.byu.edu/general.

After you sign:

1. Confirm the publisher's acceptance of any changes to the agreement.

The publisher should approve the changes you make; otherwise there is no "meeting of the minds." The agreement is valid only when it is written and signed by both parties.

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2. Keep a copy for your records.

You may need to accurately recall or show evidence as to who owns rights to your work. A complete file of publishing agreements is useful and recommended for future reference.

3. Use and protect your rights and promote this idea with others.

If you retain rights to use the work for both you and your BYU's educational or research purposes, promote those rights for your benefit and the benefit of your readers. Urge your colleagues to insist on publication agreements that will not restrict the use of their scholarship.

If you remain the copyright owner, consider registering your work with the U.S. Copyright Office. Visit [Copyright Registration](#) for information.

Brochure Available

You can print this full-color brochure: [Where Have All My Rights Gone? Retaining Author Rights](#). Printed copies of the same brochure are also available from the Copyright Licensing Office, 3760 HALL, 422-9339, copyright@byu.edu.

Presentations and Additional Information

[Manage Your Copyrights](#) by Dr. Kenneth Crews, Columbia University (5 min.).

[Bargaining for Better Publication Agreement](#) by Dr. Kenneth Crews, Columbia University (25 min.).

[Managing Your Rights as an Author](#), University of Minnesota

Information for implementing NIH Public Access Policy

The NIH Public Access [website](#) includes information explaining the submission process, a list of Journals that automatically submit to PubMed Central, FAQ, and other policy and procedure details.

[Implementing Public Access Policies](#) by the Association of Research Libraries (ARL).

Copyright Information Center

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Welcome to the Cornell University Copyright Information Center.

COPYRIGHT MANAGEMENT

OVERVIEW

When you publish a book or a paper, many publishers will ask you to transfer all copyrights in the work to them. But that is not always to your advantage.

When you assign copyright to publishers, you lose control over your scholarly output. Assignment of copyright ownership may limit your ability to incorporate elements into future articles and books or to use your own work in teaching at the University. Others at Cornell might be forced to pay to use the material in their teaching.

Unless addressed in the transfer agreement, you may be forbidden by the publisher to do the following:

- ▶ Post the work to your own web site or to a disciplinary online archive
- ▶ Copy the work for distribution to students
- ▶ Use the work as the basis for future articles or other works
- ▶ Give permission for the work to be used in a course at Cornell
- ▶ Grant permission to faculty and students at other universities to use the material

The American Association for the Advancement of Science (AAAS) has urged that "...scientists, as authors, should strive to use the leverage of their ownership of the bundle of copyright rights, whether or not they transfer copyright, to secure licensing terms that promote as much as possible ready access to and use of their published work." We present some copyright options that can help.

IN THIS SECTION:

[Overview](#)

[What Authors Can Do](#)

[Sample Copyright Agreement](#)

[Additional Resources](#)

WHAT AUTHORS CAN DO

Video Tutorial: [Copyright ownership: Preserving your rights as an author](#)
Featuring: Peter Hirtle

Video Tutorial: [Copyright: Retaining Author's Rights in Agreements with Publishers](#) Featuring: John Saylor

A copyright is actually a bundle of rights. Traditionally all of them have been transferred to the publisher as a requirement for publication, but it doesn't have to be this way. There are a number of other options available to you.

Option 1: You retain all rights and license publication.

The ideal solution from the author's perspective would be to retain the copyright and all associated rights in their work while licensing to publishers only the rights the publisher needs to conduct its business. You get to determine who can use your scholarship.

You can, for example, grant the publisher an exclusive license for the first formal publication of the work (in print, digital, or some other form). In addition, you might want to grant the publisher non-exclusive rights to authorize (or accomplish themselves) the following:

- ▶ Subsequent republication of the work
- ▶ Reformatting of the publication (from print to microfilm or digital formats, for example)
- ▶ Distribution via document delivery services or in course packs

The key issue with Option 1 is determining what are the minimum bundle of rights that the publisher needs in order to protect its investment in the publication. This will vary from publisher to publisher. We have some sample language that can help.

Option 2: You transfer your copyright, but retain some specified rights.

You can assign your copyright to the publisher, but at the same time reserve some specific rights for yourself. Rights you might want to receive from the publisher include:

- ▶ The right to make reproductions for use in teaching, scholarship, and research
- ▶ The right to borrow portions of the work for use in other works
- ▶ The right to make derivative works
- ▶ The right to alter the work, add to the work, or update the content of the work
- ▶ The right to be identified as the author of the work
- ▶ The right to be informed of any uses, reproductions, or distributions of the

work

- ▶ The right to perform or display the work
- ▶ The right to include all or part of this material in the your thesis or dissertation
- ▶ The right to make oral presentation of the material in any forum
- ▶ The right to authorize making materials available to underdeveloped nations for humanitarian purposes
- ▶ The right to archive and preserve the work as part of either a personal or institutional initiative, e.g. On your web site or in an institutional repository.
- ▶ The copyright in every draft and pre-print version of the work.

The weakness of Option 2 is that it is often difficult to anticipate in advance everything that an author may wish to do with a work, especially over time and with changes in information technology.

The [Scholars Copyright Addendum Engine](#) can generate an addendum that can be attached to a publishing contract. The addendum reserves to the author the rights that are of greatest importance.

Option 3: You can transfer all copyrights to the publisher.

Option 3 is the traditional solution, but is the least desirable from the author's perspective.

SAMPLE COPYRIGHT AGREEMENT

I. Amending Publisher Agreement

Sometimes changing a few words (exclusive to non-exclusive, for example) or substituting language for a particular section may be all that is needed. In many instances, publishers will accept the changes.

Grant a license to the Publisher (Option 1):

Many publishers offer authors the option of retaining copyright. All they require is a licence in order to publish the work. If a licence is not available, you can try creating one:

The original contract may read:

The author transfers exclusively to the publisher copyright (including all rights thereunder) in the work for the duration of copyright and all extensions and renewals thereof, in all languages, throughout the world, and in any form or medium now known or hereafter developed.

Cross out the above and substitute the following language:

The author grants to the Publisher exclusive first publication rights in the Work, and further grants a non-exclusive license for other uses of the Work for the duration of its copyright in all languages, throughout the world, in all media. The Publisher shall include a notice in the Work saying "© [Author's

Name]. Readers of this article may copy it without the copyright owner's permission, if the author and publisher are acknowledged in the copy and copy is used for educational, not-for-profit purposes."

You might want to include other elements important to you, such as a deadline by which the publication must appear.

Transfer copyright but reserve some rights (Option 2)

If you decide you are willing to transfer your copyright but wish to retain certain rights for yourself, ~~strikeout~~ or modify any language that grants exclusive rights to the publisher. Alternatively, a simple solution is to use the [Scholars Copyright Addendum Engine](#). The Engine gives you several options from which to select and then will generate a PDF contract addendum that you can print out and submit to the publisher.

ADDITIONAL RESOURCES

The AAAS report about [scientists' authorship rights in the digital age](#).

[Making change work for you](#) from Create Change

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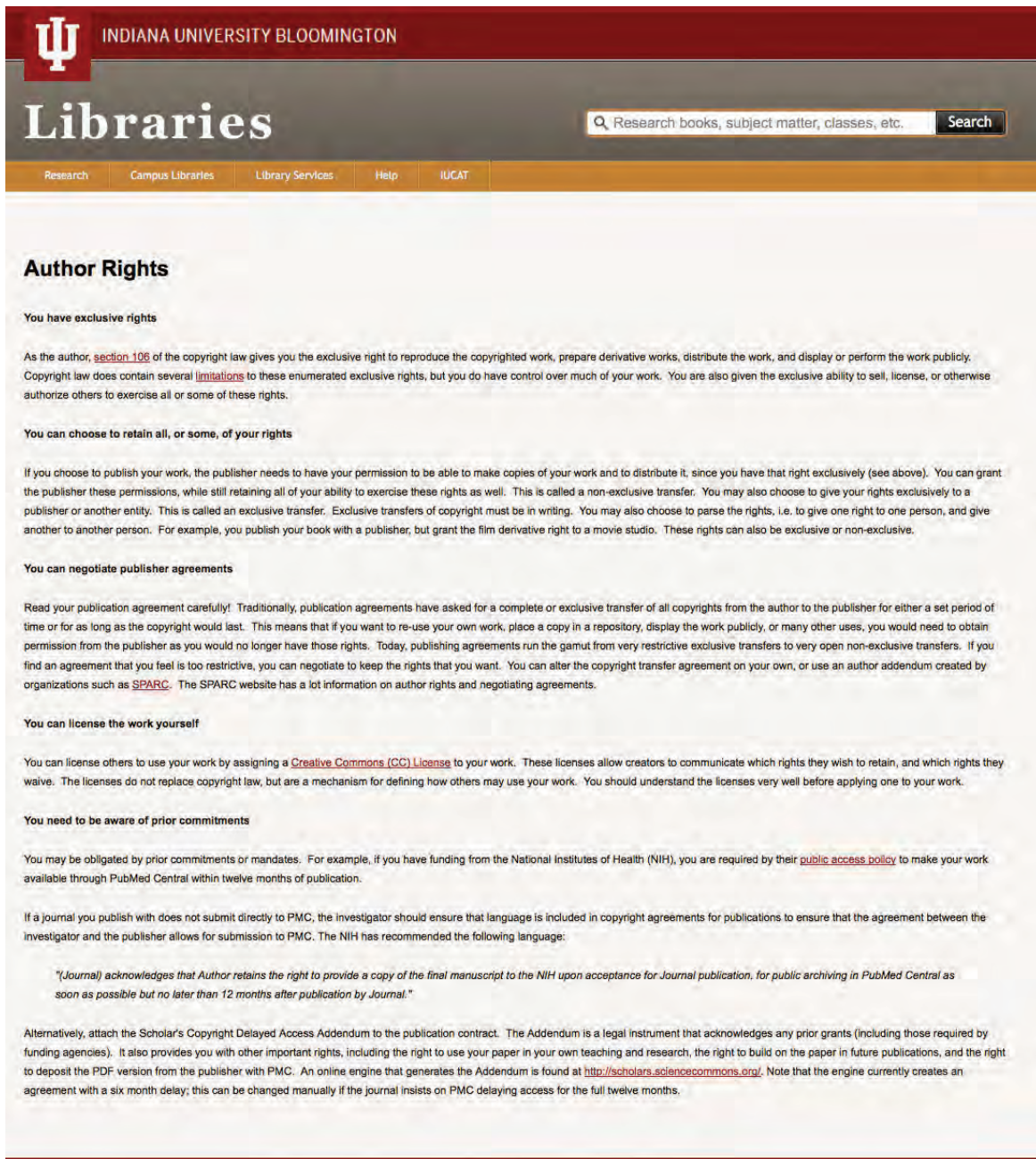
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The screenshot shows the top navigation bar of the Indiana University Bloomington Libraries website. It features the IU Psi logo and the text "INDIANA UNIVERSITY BLOOMINGTON" on the left, and a search bar with the placeholder text "Research books, subject matter, classes, etc." and a "Search" button on the right. Below the navigation bar is a horizontal menu with links for "Research", "Campus Libraries", "Library Services", "Help", and "IUCAT".

Author Rights

You have exclusive rights

As the author, [section 106](#) of the copyright law gives you the exclusive right to reproduce the copyrighted work, prepare derivative works, distribute the work, and display or perform the work publicly. Copyright law does contain several [limitations](#) to these enumerated exclusive rights, but you do have control over much of your work. You are also given the exclusive ability to sell, license, or otherwise authorize others to exercise all or some of these rights.

You can choose to retain all, or some, of your rights

If you choose to publish your work, the publisher needs to have your permission to be able to make copies of your work and to distribute it, since you have that right exclusively (see above). You can grant the publisher these permissions, while still retaining all of your ability to exercise these rights as well. This is called a non-exclusive transfer. You may also choose to give your rights exclusively to a publisher or another entity. This is called an exclusive transfer. Exclusive transfers of copyright must be in writing. You may also choose to parse the rights, i.e. to give one right to one person, and give another to another person. For example, you publish your book with a publisher, but grant the film derivative right to a movie studio. These rights can also be exclusive or non-exclusive.

You can negotiate publisher agreements

Read your publication agreement carefully! Traditionally, publication agreements have asked for a complete or exclusive transfer of all copyrights from the author to the publisher for either a set period of time or for as long as the copyright would last. This means that if you want to re-use your own work, place a copy in a repository, display the work publicly, or many other uses, you would need to obtain permission from the publisher as you would no longer have those rights. Today, publishing agreements run the gamut from very restrictive exclusive transfers to very open non-exclusive transfers. If you find an agreement that you feel is too restrictive, you can negotiate to keep the rights that you want. You can alter the copyright transfer agreement on your own, or use an author addendum created by organizations such as [SPARC](#). The SPARC website has a lot of information on author rights and negotiating agreements.

You can license the work yourself

You can license others to use your work by assigning a [Creative Commons \(CC\) License](#) to your work. These licenses allow creators to communicate which rights they wish to retain, and which rights they waive. The licenses do not replace copyright law, but are a mechanism for defining how others may use your work. You should understand the licenses very well before applying one to your work.

You need to be aware of prior commitments

You may be obligated by prior commitments or mandates. For example, if you have funding from the National Institutes of Health (NIH), you are required by their [public access policy](#) to make your work available through PubMed Central within twelve months of publication.

If a journal you publish with does not submit directly to PMC, the investigator should ensure that language is included in copyright agreements for publications to ensure that the agreement between the investigator and the publisher allows for submission to PMC. The NIH has recommended the following language:

"(Journal) acknowledges that Author retains the right to provide a copy of the final manuscript to the NIH upon acceptance for Journal publication, for public archiving in PubMed Central as soon as possible but no later than 12 months after publication by Journal."

Alternatively, attach the Scholar's Copyright Delayed Access Addendum to the publication contract. The Addendum is a legal instrument that acknowledges any prior grants (including those required by funding agencies). It also provides you with other important rights, including the right to use your paper in your own teaching and research, the right to build on the paper in future publications, and the right to deposit the PDF version from the publisher with PMC. An online engine that generates the Addendum is found at <http://scholars.sciencecommons.org/>. Note that the engine currently creates an agreement with a six month delay; this can be changed manually if the journal insists on PMC delaying access for the full twelve months.

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Know your copyrights



[2500 Creative Commons Licenses, By qthomasbower]

Why Retain Your Rights?

Often publishers create significant barriers for authors who want to reuse their work, or allow others to use it. Negotiating changes to these standard agreements can help authors avoid unfortunate barriers to reuse and sharing.

Some research funders request or require that work created with their funds be made available openly on the web (example: the NIH requires grant receivers to deposit articles into PubMed Central, see UI Division of Sponsored Programs' NIH Public Access Policy web page, or UI Libraries LibGuide on the NIH Public Access Policy for details). Funder policies can be reviewed in the University of Nottingham's SHERPA/JULIET web site. Other institutions also have open access policies or mandates.

Making research and scholarship as widely available as possible supports the University of Iowa's mission "to advance scholarly and creative endeavor through leading-edge research and artistic production; to use this research and creativity to enhance undergraduate, graduate, and professional education, health care, and other services provided to the people of Iowa, the nation, and the world."

All About Copyright

- [Introduction](#)
- [Fair Use](#)
- [File Sharing](#)
- [Plagiarism](#)
- [Classroom Use](#)
- [Seeking Permissions](#)
- [Author's Rights](#)
- [Creative Commons](#)
- [Getting Help](#)
- [Resources & Further Research](#)

Author Addenda

An addendum is intended as a convenient way to seek the kinds of rights most academic authors would value.

- [Instructions for Using an Author's Addendum](#)
- [University of Iowa Author's Addendum \(pdf\)](#)
- [University of Iowa Author's Addendum \(word document\)](#)
- [CIC Author's Copyright Contract Addendum](#)
- [SPARC Author's Addendum](#)
- [Science Commons Author's Addendum](#)
- [Creative Commons](#)

What Are Your Rights?

Know your rights as an author. As the author of a work, you are the copyright holder unless or until you transfer your rights.

Copyright law gives the creator of copyrighted works exclusive rights, including:

- To reproduce the work in copies (e.g., through photocopying)
- To distribute copies of the work
- To prepare transitional or other derivative works
- To perform or display the work publicly
- To authorize others to exercise any of these rights

UI authors are often most interested in retaining rights to:

- Reuse their work in teaching, future publications, and in all scholarly and professional activities.
- Post their work on the web page (sometimes referred to as "self-archiving"), in a discipline archive (such as [PubMed Central](#) or [arXiv](#)), or in an institutional repository ([Iowa Research Online](#) is UI's institutional repository)

Know your rights under [Fair Use](#), the [TEACH Act](#), "public domain," and permissions to use copyrighted work. Copyright protection exists from the time the work is created in a fixed, tangible form of expression. However, registering a work for copyright affords the owner additional legal rights. You can register a work through the [Copyright Clearance Center](#) or directly with the [U.S. Copyright Office](#).

The author of the original works owns the copyright unless the work was for hire and then the employer owns the copyright. The University's [Intellectual Property Policy](#), in the Operations Manual at V-30, addresses when copyright belongs to the University.

How to Retain Your Rights

Check the [SHERPA/RoMEO](#) web site to view the self-archiving and copyright policies of your publisher.

Publisher policies and agreements are usually linked from the author information or article submission section of a journal's website.

If the policy for the publisher you want to use isn't listed in the SHERPA database, or isn't what you desire, you can retain rights by specifying to the publisher of your article which rights you would like to keep.

The UI [Authors Addendum](#) enables authors to continue using their publications in their academic work and to deposit them into any discipline-based research repository (including [PubMed Central](#), the National Library of Medicine's database for NIH-funded manuscripts).

Use a [Creative Commons license](#) in place of the license provided by the publisher.

Which Publishers are Flexible about Author's Rights?

Publisher policies and agreements vary considerably. The [SHERPA/RoMEO](#) database offers a summary of publisher copyright policies & self-archiving.

While some publishers will not accept an addendum outright, they might respond by sending back a second, more author friendly publishing contract.

Publisher policies change over time, and the terms stated on their web sites often vary from the terms of their actual agreements, so it is important to read the agreement itself.

Examples of Publisher Copyright/Publication Agreements:

[American Physical Society](#): copyright is

Which Rights to Retain

At a minimum: **Transfer Copyrights But Reserve Some Rights**

Negotiating changes to the standard contract before publication can help authors retain rights, thus increasing options for authors as well as readership, citation, and impact of the work itself. Before signing, strikeout and modify language of the publishing contract by changing the contract from granting "exclusive" rights to the publisher to granting "non-exclusive" rights to the publisher. Initial the changes and submit a signed copy to the publisher. In many cases, publishers will accept changed contracts.

Ideally: **Keep Copyrights and Transfer Limited Rights to the Publisher**

Option One: Cross out the original exclusive transfer language in the publication contract that your publisher provides and replace it with text such as the following:

Find out more...

Find out more about how you, as an author, can affect positive change on the system of publishing and copyright.

Read our blog: [Transitions: scholarly communication news for the UI community](#)

transferred but clear and extensive rights are retained by the author

Cambridge University Press, [American Political Science Association](#) (Copyright Agreement): exclusive copyright is transferred to the publisher

Blackwell Publishing, [Society for Applied Philosophy](#) (Exclusive License Form): exclusive copyright is transferred to the publisher

[Elsevier](#) (Sample Copyright Transfer Agreement): copyright is transferred but some rights are retained by the author

[Nature Publishing](#) (License to Publish): allows copyright to remain with the author

[London Mathematical Society](#) (Publication Agreement): allows copyright to remain with the author

[Public Library of Science \(PLoS\)](#) (Open Access License): author retains copyright under [Creative Commons](#) license

Rockefeller University Press, [Journal of Experimental Medicine](#) (Copyright Policy/Provisional License to Publish): author retains copyright under [Creative Commons](#) license

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Option Two: Use the University of Iowa's Authors Addendum, or any author addendum you find suitable (the column to the left on this page has a list of addenda). An addendum provides you with the additional opportunity to grant other rights to the public - such as the freedom to use the work for non-commercial purposes provided attribution is given - which fosters further use and impact of your work.

Option Three: The [Creative Commons](#) helps you publish your work online while letting others know exactly what they can and can't do with your work. When you [choose a license](#), CC provides you with tools and tutorials that let you add license information to your own site, or to one of several free hosting services that have incorporated Creative Commons.

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Scholarly Communication: Author Rights

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What is Author Rights?

As soon as you begin creating a scholarly work in fixed medium, it is covered under copyright law and no other actions are necessary for it to be protected. But, when you sign a contract to publish that work, you may be asked to transfer your copyright. Many academic publishers

require that authors sign away the rights to their work, but this doesn't always have to be the case. Authors can retain the rights to their work in several ways: negotiating the author's addendum to the traditional scholarly publishing contract, publishing under a Creative Commons license, and other open alternatives.

Author Addendum

Your article has been accepted for publication in a journal and, like your colleagues, you want it to have the widest possible distribution and impact in the scholarly community. In the past, this required print publication. Today, there are other options such as online archiving, but the publication agreement you'll likely encounter may actually prevent open distribution of your work. You would never intentionally keep your research from a readership that could benefit from it, but signing a restrictive publication agreement can limit your scholarly universe and lessen your impact as an author.

Why? According to many standard publication agreements, all rights—including copyright—go to the journal. Signing such an agreement may prevent you from re-using or sharing your work. You might want to republish your article, or portions of it, in later works. You might want to give copies to your class or distribute it to colleagues. And you likely want to post it on your professional web page or deposit it in an online repository. These are all ways to give your research wide exposure and fulfill your goals as a scholar, but they may be prohibited or restricted by an authors agreement. If you sign on the publisher's dotted line, is there any way to retain these critical rights?

Yes. The CIC encourages its scholarly authors to consider [attaching an authors addendum](#) to retain certain rights for the author and the University. The addendum states that, regardless of what terms agreed to in the publishing contract or agreement, the Author retains for herself and her university a non-exclusive right to continue to use the work, to modify it, to share it online. Other organizations have also developed authors addenda: the [SPARC Author Addendum](#) is a legal instrument that modifies the publisher's agreement and allows you to keep key rights to your articles. The Author Addendum is a free resource developed by SPARC in partnership with [Creative Commons](#) and [Science Commons](#), established non-profit organizations that offer a range of copyright options for many different creative endeavors.

Creative Commons

The ideal of universal access to research, education, and culture is made possible by the Internet, but our legal and social systems sometimes operate in conflict with the goals of broad public access. Copyright law was developed long before the emergence of the Internet, and can make it hard to legally perform actions we take for granted on the network: copy, paste, edit source, and post to the web. The default setting of copyright law is that all of these actions require explicit permission, granted in advance, whether the user is an artist, teacher, scientist, librarian, policymaker, or a member of the general public.

The [Creative Commons](#) (CC) licenses and tools forge a balance inside the traditional "all rights reserved" setting that copyright law creates. Creative Commons tools give everyone from individual creators to large companies and institutions a simple, standardized way to explicitly grant permission to certain uses of their copyrighted works. The combination of our tools and our users is a vast and growing digital commons, a pool of content that can be copied, distributed, edited, remixed, and built upon, all within the boundaries of copyright law.

CC licenses are customizable. Some examples include: CC-BY, which only requires that content be attributed when reused; CC-BY-ND, which requires attribution, but does not allow derivatives of your work to be produced; CC-BY-NC, which requires attribution, but does not allow for any commercial uses of your work. Choosing the right CC license for your research and scholarly output is easy and can be done in just a few very simple steps at the Creative Commons website.

Open Alternatives

One alternative to signing away the rights to your research and writing is to publish your work openly. There are many ways of doing this, including in peer-reviewed open access journals. The reality, however, is that the tenure and promotion process, coupled with the entrenched practices of scholarly publishing, does not encourage and makes it very difficult for many scholars across the disciplines (though there are exceptions) to publish openly. For more information on open access publishing, please visit the [Open Access](#) section of this guide.

Resources

Below, the Center presents some recommended resources on author's rights. For more information, please contact us at cscdc@northwestern.edu or [visit our website](#).

[Committee on Institutional Cooperation](#)

As CIC members, Northwestern University scholars have access to its scholarly communication resources, including the author copyright contract addendum.

[Scholarly Publishing and Academic Resources Coalition \(SPARC\)](#)

SPARC is an international alliance of academic and research libraries working to correct imbalances in the scholarly publishing system.

[Creative Commons](#)

CC develops, supports, and stewards legal and technical infrastructure that maximizes digital creativity, sharing, and innovation.

[SHERPA/RoMEO](#)

An international database dedicated to providing publisher copyright and self-archiving policies.

[Keep Your Copyrights](#)

This resource aims to make clear why you might want to keep your copyrights, and includes important information on author contracts.

[Scholar's Copyright Addendum Engine](#)

The engine will help you generate a PDF form that you can attach to a journal publisher's copyright agreement to ensure that you retain certain rights.

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The screenshot shows the University of Oregon Libraries website. The header includes the university logo, name, and navigation links like 'UO Home' and 'Dept Index'. A search bar is present. The main navigation menu includes 'MY LIBRARY ACCOUNTS', 'ROOMS & STUDY SPACES', 'MAPS', 'ABOUT', 'ASK A LIBRARIAN', and 'Live Chat'. The page title is 'Authors' Rights'. On the left is a sidebar with categories: DIGITAL SCHOLARSHIP CENTER (Overview), SERVICES (Digital Projects, Credit Courses, Sandbox Lab, Open Access Publishing, Digital Collections, Digital Preservation), COLLECTIONS (Oregon Digital, Historic Oregon Newspapers, Scholars' Bank), and RELATED RESOURCES (CMET, Collection Services). The main content area features a central image of a typewriter, a paragraph of text about academic communication, and a contact instruction for librarians. Below this are three sections: 'For UO authors' with a bulleted list of actions like depositing work in Scholars' Bank and finding open access journals; 'For UO editors and journal publishers' with links for e-journal publishing and editing; and 'For students' with instructions for grad and undergrad students. A 'Learn more' section at the bottom provides links to open access publishing, videos, and further readings.

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Author's Rights Retention Kit by Ann Viera & Peter Fernandez Tags: [author rights](#), [copyright transfer agreements](#), [copyright transfer statements](#), [creative commons](#), [cta](#), [cts](#), [negotiating with publishers](#), [open access publishing](#), [open access week](#), [toll-access publishers](#), [ut open publishing support fund](#)

Author's Rights Retention Support, including negotiating with publishers on copyright transfer, Creative Commons, and the UT Open Publishing Support Fund and Open Access publishing.

[Author's Rights Retention Kit](#) [UT Open Publishing Support Fund and Open Access](#) [Researcher Online Reputation Mgt](#) [Creative Commons](#)

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Attention Authors!

The publication process fails to serve the needs of an inattentive author.

In order to manage their copyright assets throughout the process it is vital that authors read and understand the agreements that they sign. Authors should think about both current needs and future uses of their works and be certain that they retain rights sufficient to accommodate those needs.

- From [Copyright and authors' rights: A Briefing paper](#)

[Comments \(0\)](#)

Retain the Rights You Need

Publishers require only the author's permission to publish an article, not a wholesale transfer of copyright.

Use [Sherpa/Romeo](#) to quickly find publishers' policies when deciding where to publish and what rights you'll need to negotiate.

Use the [How Open Is It?](#) guide to make informed decisions about where to publish based on publishers' policies.

Use the [Scholar's Copyright Addendum Engine](#) to generate a customized addendum to your publisher's contract, reserving the rights you need.

Toll Access publishers' contracts restrict an author's use of published work in teaching and research. Contracts may prohibit placing the final version publisher's pdf

- on course websites
- in a course-pack
- in scholarly presentations
- on the author's personal web page
- and in digital archives like UTK's [TRACE](#)

Some publishers anticipate an author's legitimate need to distribute and repurpose his/her work and no longer require exclusive rights to publication.

About embargos: Some publishers balance their interest in recouping publishing costs with the author's desire to disseminate their ideas broadly, placing an embargo, usually 6-12 months, on the author's ability to place the publisher's pdf in a digital archive.

[Comments \(0\)](#)

Author Rights Video by Diego Argaez/SPARC

1. **Scrutinize the Copyright Transfer Agreement**
2. **Negotiate with the Publisher:** [transferring copyright doesn't have to be all or nothing](#)
3. **Retain the Rights You Need:** [Value Your Intellectual Property](#)

[Comments \(0\)](#)

Why Retain Your Rights?

- [Keep Your Copyrights: Columbia Law School](#)
"...why you might want to keep your copyrights, and to provide information both to help you hold on to your rights and to grant on reasonable terms the rights you do license."
- [The SPARC Author Rights support page](#)
- [Deposit in TRACE](#)
Depositing the full text of your scholarly output in the University of Tennessee's digital archive, TRACE will make it more accessible and findable to a wider audience.

[Comments \(0\)](#)

Open or Closed: Author's Choice

From <http://www.youtube.com/openaccessnet>.

What to Look for in Publisher Copyright Agreement Forms:

- make the work accessible in [Trace](#) or another digital repository

- use part of the work as a basis for a future publication
- send copies of the work to colleagues
- share copies of the work with students
- comply with the NIH Public Access Policy or other funding agency policies
- present the work at conference or meeting and give copies of the work to attendees
- use a different or extended version of the work for a future publication
- make copies of the work for personal use and educational use
- use graphs, charts, and statistical data for a future publication
- use the work for educational use such as lecture notes or study guides
- comply with public access mandates
- deposit supplemental data from the work in an institutional or subject repository
- place a copy of the work on electronic reserves or use for student course-packs
- include the work in future derivative works
- make an oral presentation of the work
- include the work in a dissertation or thesis
- use the work in a compilation of works or collected works
- expand the work into a book form or book chapter
- retain patent and trademark rights of processes or procedures contained in the work

-Adapted from [this list](#)

Comments (0)

Ask, Comment, or Suggest Here

Please supply email address if asking a question.

Other options to ask for help:

1. [send email directly to annviera@utk.edu](mailto:annviera@utk.edu)
2. [Chat](#)

Usefulness comments are welcome. Be specific.

Was this information helpful?

Yes No Don't Know

How useful is this page?

(1 = Not Useful, 5 = Very Useful)

1 2 3 4 5

Additional comments:

Your Email:

Comments (0)

For Librarians: Author's Rights Retention Kit materials

The reusable files and examples were developed by Ann Viera to make the paper version of the Author's Rights Retention Kit for the UT College of Veterinary medicine authors.

Alternate versions created for Agriculture can be found [here](#).



Comments (0)

How to take full advantage of digital technologies when publishing

"Experts on copyright law and scholarly publishing discuss how scholars and researchers can take full advantage of opportunities afforded by digital technology in today's legal environment."



Comments (0)










Author's Rights Video from UT Artlingon Librarians

UT Libraries [Subject Librarians](#) are available to consult on copyright or other scholarly publishing questions.

We recommend this video by colleagues at UT Arlington.



Comments (0)

-  [Author's Rights Retention Kit Cover Sheet \(1\)](#)
 -  [Toll Access Publisher Copyright Transfer Statement Info \(2\)](#)
 -  [SPARC Addendum to Publication Agreement \(3\)](#)
 -  [Author's Rights Retention Kit \(2 & 3\)](#)
 -  [SelectedWorks Flyer \(4\)](#)
 -  [Author's Rights Retention Kit Flyer](#)
 -  [Timeline: changes to scholarly publishing at UTK](#)
 -  [Infographic Still a Problem: Access to the Veterinary Literature by Veterinarians in Practice](#)
 -  [Pendergrass Library in Numbers 2/2014](#)
 -  [Pendergrass Library Resources Guide](#)
- Comments (0)

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Author Rights

Authors are becoming increasingly aware that the Copyright Transfer Agreements they sign when their articles are accepted for publication can restrict their ability to share their research.

Copyright Transfer Agreements may prevent you from:

- Sharing your work with your colleagues
- Posting your article on your website
- Using your work for teaching purposes
- Creating derivative works
- Posting your work to an institutional repository

This effectively limits the audience of your research to journal subscribers only, which can affect researchers in developing countries, smaller institutions or researchers unaffiliated with an institution.

The following are suggestions to maximize your research exposure:

Know your publisher

- Look up a publisher's policy online at the Sherpa/Romeo website
<http://www.sherpa.ac.uk/romeo.php>
- If possible, choose to publish in an Open Access journal, or with publishers that support an author's right to disseminate his/her work

Negotiate your copyright

- If your publisher of choice is very restrictive, you still have the option of negotiating your copyright
- The SPARC Author Addendum is a tool that authors can use to negotiate their copyright with publishers <http://www.carl-abrc.ca/projects/author/author-e.html>
- Publishers are capitalizing on authors that don't ask to retain their rights – the reality is that many are flexible with requests

The Scholarly Communications Initiative team at York is available to help answer your questions and direct you to appropriate resources.

For a brief and informative overview on author rights, visit this link:
<https://umconnect.umn.edu/umauthorsrights/>

Author's Rights, Tout de Suite gives journal article authors a quick introduction to key aspects of author's rights. The guide includes references to online documents and links to pertinent Web sites to foster further exploration of this topic.

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