Model Language for Author Rights in Library Content Licenses

Ivy Anderson, Director of Collections, California Digital Library, on behalf of the Ad Hoc Working Group on Author-Rights Language in Library Content Licenses

Academic and research libraries today are increasingly charged with facilitating the management and dissemination of the scholarly output of their parent institutions. This activity frequently takes the form of organizing the deposit of scholarly work such as research articles and working papers in institutional, national, or subject-based repositories in order to make these works broadly available to other interested scholars and the wider public. Authors of scholarly work also increasingly wish to retain significant rights in the work that they produce rather than transferring all such rights to an external publisher.

Although these activities and expectations are becoming widespread, many barriers exist to their straightforward adoption. Not the least among such barriers is the difficulty in negotiating agreements between authors and publishers permitting the retention of an appropriate set of rights to support these activities. Scalable solutions are needed to ensure that a consistent bundle of rights can be retained by institutionally affiliated authors to support emerging standards in information dissemination and repository services.

The content licenses that libraries negotiate with publishers offer a ready vehicle to address this need. Because these agreements exist at the level of the institution and the publisher, content licenses are well positioned to facilitate scalable and consistent arrangements for managing research output at the institutional level. Licenses introduce a degree of efficiency that can make the necessary rights transactions significantly more economical for all parties.

A number of institutions in recent years have sought to include author self-archiving rights in the content licenses they negotiate. For example, language addressing the right of authors to self-archive their work was introduced into the Joint Information Systems Committee’s “Model NESLi2 Licence for Journals” in...
October 2006,1 and the Massachusetts Institute of Technology (MIT) has included author-rights language for a number of years in its standard license. However, despite these individual efforts, there is at present no broadly accepted community standard for securing author rights within a library content license.

The idea of developing model language for author rights in library content licenses emerged at a meeting on policy development for open-access repositories hosted by the Association of Research Libraries (ARL) in January 2009.2 Participants at that meeting posited that developing standardized language to address the right of re-use and deposit within such agreements would facilitate the broad-based implementation of emerging policies and best practices for making scholarly content available to a wide audience. This idea was elaborated in an article by Ellen Duranceau and Ivy Anderson in ARL’s Research Library Issues, no. 263 (April 2009).3

To further this effort, an ad hoc working group4 was self-organized in late 2009 to explore the feasibility of drafting standard language for author rights that could be included in library content licenses. The working group is now publishing the following draft recommended license clause for public comment and discussion. Readers are encouraged to share this

Author Rights Model License Language
(Version 0.8, April 2010)

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proposal with relevant stakeholders at their institutions and within their communities.

Comments are welcomed and may be directed to Ivy Anderson, California Digital Library, ivy.anderson@ucop.edu.

1 For more information, see “The Model NESLi2 Licence for Journals,” http://www.nesli2.ac.uk/model.htm.


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