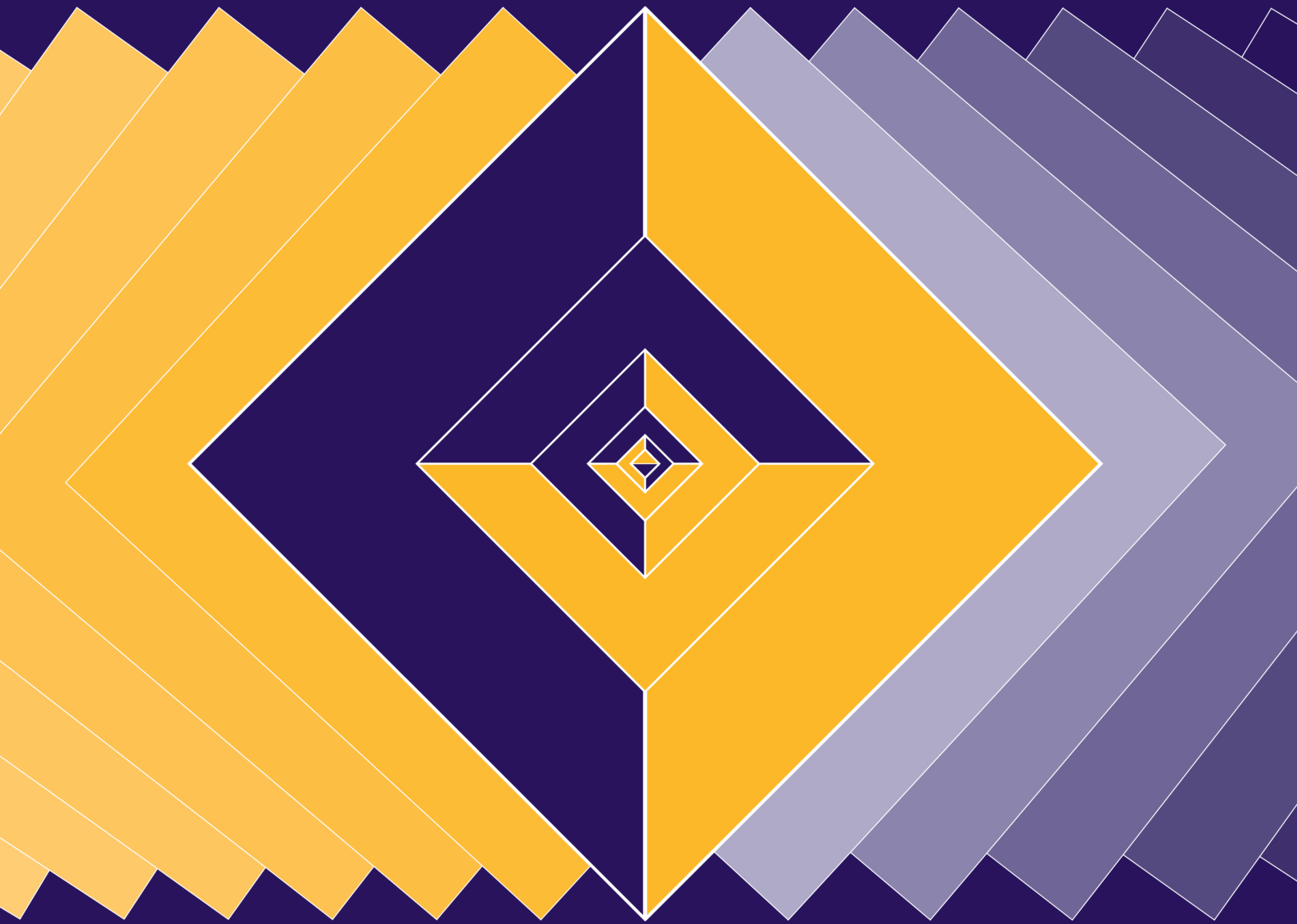




Kit 310

Author Addenda
July 2009



ASSOCIATION OF RESEARCH LIBRARIES

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ASSOCIATION OF RESEARCH LIBRARIES

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SURVEY RESULTS

EXECUTIVE SUMMARY

Introduction

Recent developments in scholarly communication have raised the issue of author rights on academic campuses with increasing frequency. The NIH Public Access Policy, the expanding interest in and use of institutional repositories, the innovation of new models of publishing, and the growing number of universities mandating open access policies are changing the current environment of scholarly dissemination. Consequently, it is increasingly important to manage copyright in ways that serve author interests and those of the scholarly community. A report titled “The University’s Role in the Dissemination of Research and Scholarship — A Call to Action,” released in February 2009 by the Association of American Universities, the Association of Research Libraries, and others, implores university administrators to adopt the principle that the “dissemination of knowledge is as important to the university mission as its production.”¹ One strategy addressed in the report recommends universities to “encourage faculty authors to modify contracts with publishers so that their contracts permit immediate open access or delayed public access to peer reviewed work in a manner that does not threaten the viability of the journals or monographs.” This approach will require authors to use an addendum or to modify publication agreements on their own, and it illustrates the increasing awareness and relevance of the topic of author rights in academia.

This survey on author addenda was distributed to the 123 ARL member libraries in February 2009.

Respondents were asked to provide information on the use of author addenda at their institutions, which rights authors were encouraged to retain, and the methods by which libraries are conducting promotion and outreach efforts on the topic of author rights and addenda. Seventy libraries (57%) responded to the survey. Of those respondents, 35 (50%) indicated that authors at their institutions are using an author addendum, and 33 libraries (47%) indicated that they “did not know.” Only two libraries indicated that authors at their institutions were not using author addenda.

Addenda Promotion & Endorsement

The majority of respondents (77%) do not formally collect information on the use of author addenda on their campuses. Mostly, evidence is gathered in an informal way, either when an author contacts the library with a question related to copyright or an author addendum, or through anecdotal stories of success or failure in using an addendum. One library collects information by asking authors to follow instructions on their institution’s addendum to fax or e-mail a copy to the library, but several libraries made comments such as, “We collect information when we hear from authors about use which is not very often and has only been when the addendum has been rejected. We hear much more often questions about general copyright transfer” and, “We sometimes learn anecdotally about experiences with addenda, but we do not systematically seek to gather this information.”

The survey investigated the prevalence of the endorsement or promotion of author addenda by respondents' institutions. For the purposes of this survey, "endorse" means a formal act by an institution (either by administrators, or by the faculty governing body) in support of author rights and the use of an author's addendum. "Promote" means active outreach to authors to educate them about author rights and to encourage the use of an author's addendum.

Endorsement

Fifty-two percent (36) of the responding libraries reported that an author addendum had been endorsed by administrators or a governing body at their institution or by their consortia, while 62% (43) responded that there had been no endorsements. The numbers reveal that there are more endorsements at the consortial level than at the institutional level. Eight libraries (12%) reported that an institutional endorsement was under consideration at the time of the survey. One library indicated that an addendum had been endorsed by their Faculty Senate, but that "It was not without controversy, and I would consider the endorsement to be rather weak. At least one subcommittee thought that the addenda unnecessarily inserted the university into the author-publisher relationship and could damage such relationships. Others pointed out (on the floor of the Senate) that such addenda are meaningless unless the university can put resources behind the faculty in negotiations."

Promotion

A larger number of libraries (46 or 68%) reported that their institution or consortium had worked to *promote* the use of an author addendum; 40 respondents (87%) indicated promotion by their institution and 25 (54%) promotion by their consortium. Promotional activities mostly included providing links to an author addendum and copyright information on library Web sites, and some libraries have done faculty presentations on author rights (particularly pertaining to the NIH Public Access Policy). However, general consensus shows there is not much active promotion on institutional or consortial levels.

Twenty-one respondents (30%) reported that their institutions have not promoted the use of an author addendum in any capacity. They are not included in the following results.

Addenda Use and Rights Retained

Addenda Use

Forty-seven libraries responded to a question about which addendum their institution promoted or endorsed. Forty-one have promoted an addendum, most frequently the SPARC addendum (20 respondents or 43%) and/or an institution-specific addendum (17 or 36%). However, results show that all but 10 institutions promote more than one kind of addendum. Others include, in order of frequency, consortia-specific addenda, the Science Commons addendum, and funding agency-specific addenda. The 13 libraries that have promoted a funding agency-specific addendum all verified that this represented the suggested language from the National Institutes of Health (NIH).²

Sixteen institutions have provosts who have endorsed an addendum; 12 (75%) of those endorsed a consortium-specific addendum, likely representing the members of Committee on Institutional Cooperation (CIC) consortium whose provosts had all endorsed their addendum as of June 2008.³

The addendum most often endorsed by a faculty governing body (10 of 14 responses) was also a consortia-specific addendum, which may also reflect the CIC institutions. Only seven respondents report that a department has endorsed an addendum, typically an institution-specific one. Five report an endorsement by their university legal counsel office.

Only nine responding institutions have publicly announced the endorsement of an addendum with a press release, though several report less formal ways of spreading the news, such as e-mails to faculty. Only four have contacted publishers about their endorsement. When solicited for comments about contacting publishers, one library responded that they sent a letter to the top publishers of the university's authors notifying them of the addendum. Another university system prefers to do large institutional negotiations with publishers—rather than promoting

addenda to individual authors—and has been successful in negotiating a pilot project with Springer to have all of their institutions' articles published under a Creative Commons compatible license.⁴

Rights Retained

A tally of the rights authors are encouraged to retain by the responding libraries' various author addenda show that most addenda ask for a basic set of rights. Most of these rights extend beyond the author to include uses by the author's institution as well. Between 57% and 91% of the respondents said their promoted addendum included each of the rights outlined below:

- Deposit work in an institutional repository
- Deposit work in a disciplinary repository
- Post on a personal Web site
- Post on a departmental Web site
- Distribute work in courseware
- Distribute to students
- Distribute to colleagues
- Create derivative works
- Right to reuse their work

The survey results indicate that retaining rights for the published version of the manuscript is only slightly favored (often by less than a percentage point) over retaining rights for the author manuscript (either pre- or post-print).

Retaining all rights except that of first publication appears in only about half of the addenda, though several respondents reported that they encourage authors to retain as many rights as they can, knowing that a negotiation process with the publisher will ensue. One respondent noted, "I like to encourage researchers to retain as many rights as possible particularly for the author manuscript. The preference, of course, is to retain rights for the published version but given the current push back by publishers, getting the manuscript rights would be a significant accomplishment." A respondent for an institution that uses the SPARC addendum commented, "Authors are counseled to try and obtain the broadest possible range of rights they can negotiate back from their publishers.

Because very little success has been reported with publisher acceptance of the SPARC addendum (except as a point of discussion or departure), we do not recommend a single approach but rather suggest faculty look at the SPARC materials and other sites and templates and try to get the rights that are the most important to them individually." The survey results illustrate that authors must take initiative to understand the rights they are asking for and be prepared to invest time and effort in the negotiation process with a publisher.

Publishers are not particularly keen to negotiating a plethora of different addenda and it is unclear how much they have modified their existing agreements to accommodate some basic archiving rights.⁵ Anecdotally, it appears that more publishers are offering agreements that allow basic rights to the author, even if they do not allow the author to obtain exclusive copyright to their work. SHERPA, a consortium of UK institutions that investigates "open-access institutional repositories in universities to facilitate the rapid and efficient worldwide dissemination of research," offers some evidence that the number of publishers offering self-archiving rights has increased. In a response to an e-mail query, the administrator of SHERPA's RoMEO, a database of publisher's copyright and archiving policies, said that the percentage of publishers who allow authors to archive pre-print and post-print versions (coded as "green" publishers) has fluctuated since 2004 but ultimately the percentage remained the same (at around 31%), though the overall quantity of green publishers added to the database has risen from 29 to 161 (and the total number of publishers in the database has risen from 85 to 539). The number of publishers who do not allow any self-archiving (coded as "white" publishers) has decreased in percentage (from 44% to 37% since 2004), and overall, 61% of publishers in RoMEO allow some form of self-archiving, which is a promising number.⁶

Library Promotion of Author Addenda

The majority of responding libraries (34 or 71%) have staff at more than one library in their system working

on promoting an addendum and providing services to authors. Another 10 (21%) have staff at one library working on these endeavors, while four of the respondents (8%) were still in the planning stage of providing promotion and support services. Several respondents noted that, in addition to library staff, author services and addenda promotion receive support from another department or unit on campus, such as their university copyright office, their institutional repository, and an “Office of Research Administration.”

When asked which types of libraries promote an addendum and provide author services, the largest percentage of institutions (82%) indicated that most of the promotional activities take place in the main campus library, with libraries supporting the health professions coming in second (61%), and other science libraries coming in third (43%). Twelve of the 44 respondents (27%) answered “Other.” One respondent remarked that it is a “collaborative effort by all university libraries, including the main campus library and the health sciences library.” Another wrote, “The campus libraries have a Scholarly Communications and Publishing committee that helps support this work,” and another said it “depends on subject librarians and interests of authors in their disciplines but all subject librarians have author support as a part of their activities.”

Participating Staff and Staff Training

Leadership and Promotion Responsibilities

The majority of respondents reported that the leadership role rests with the library director or an assistant or associate director of the library (both categories received 26 or 62% of the responses). About half (22 libraries) indicated that leadership rests with a scholarly communications officer. Other frequently reported leaders include staff who have legal or copyright expertise (15), digital library or repository staff (12), and heads of collections (11).

Library leadership on promoting author addenda is widely shared across staff categories, though. Only seven respondents reported that a single individual had this responsibility: three directors, one AUL, two

scholarly communication officers, and a collection development librarian.

At the 23 other libraries where the library director plays a leadership role the responsibility is shared with AULs (19 responses), a scholarly communications officer (14), staff with legal expertise (10), the head of collections (8), digital library staff (5), and collection development and reference librarians (3 and 2 respectively).

Promotional activities rest primarily with four different types of library staff: reference librarians (67%), collection development librarians (59%), a scholarly communications officer (59%), and digital library or repository staff (48%). The results show that the promotional work is shared and falls to almost all staff in the system, ranging from an electronic resources librarian, library support staff, individuals with legal expertise, to even library directors.

Coordinating with units outside the library on addendum promotion occurs at 18 institutions. Eight respondents indicated that they work collaboratively with a campus legal office or a copyright/licensing office, six (including some of the same institutions) indicated that they collaborate with a high level administration office, such as the provost’s office or the university’s office of research, four mentioned that there is a scholarly communications committee or task force, and two libraries noted cooperative efforts with their campus technology office. While these numbers are small, they are noteworthy as an indication of where collaborative opportunities may rest outside the library system.

Staff Training

A large majority of survey respondents provide educational materials (86%) or training events (78%) to library staff, though many indicate that some of these are intended for faculty, and library staff benefit from them. Comments from respondents show that training may not be specifically about an author addendum, but that the topic arises in scholarly communication activities, such as training related to the NIH Public Access Policy or publicity about international Open Access Day.

All but a few of the responding institutions (38 or 93%) have a public Web site that serves to educate staff and authors on the issue of author rights and author addenda. Other popular means of training staff are face-to-face workshops (73%), handouts on key issues (59%), and PowerPoint slides (49%). The library staff charged with spearheading training efforts is primarily a scholarly communications officer (if the library has one), a library committee devoted to scholarly communications activities, or library administrators (55%, 48%, and 45% respectively).

Educating authors on the use of an addendum takes place mostly when presenting on compliance with public access policies (84%). However, other situations include discussing depositing authors' work in a digital repository (74%), author sharing of their work (70%) and use of their work in teaching (65%). When queried about which department or group on campus takes a leadership role in promoting the use of addenda, predictably 100% of the respondents indicated the library. However, of interest is which other groups or units also serve a role. Thirty-five percent of respondents confirmed that the faculty senate and/or the provost's office is involved in a leadership role, and 33% answered that a different group on campus fulfills that role, ranging from the "VP of Research," to "Academic Technology," to the "Faculty board advising the library." Notable is that this work takes place across a wide variety of campus units outside the library system.

Author Education

Activities

Two of the most used and most effective activities to educate authors about using an author addendum are presentations to faculty and one-on-one visits with faculty. Eighty-six percent have used faculty presentations to convey information about addenda; 66% indicated this was the most effective form of outreach and 63% indicated that on-on-one conversations with faculty was the most effective. Handouts and brochures are used often by libraries (65%), as are Web sites (60%), although the effectiveness of these efforts ranked much lower than their frequency of use (at

17% and 26% respectively). Across the board, results show that libraries made varied efforts to educate authors, but that most were viewed as not very effective. Sixty percent of respondents have made presentations to graduate students, but only 26% noted that they felt this was an effective activity. This result may imply that the efficacy of efforts to educate graduate students is not easily measurable since graduate students are not publishing much and are more likely to be contributors to a paper than the primary author. Perhaps in the future, the value of libraries' efforts at outreach to graduate students will become more apparent.

The respondents were invited to describe up to three activities that were most effective in accomplishing their outreach efforts to educate authors about addenda. Comments revealed, again, that one-on-one meetings with authors, where librarians have the opportunity to discuss author rights, were the most common activity. Presentations to faculty groups, and often over a lunch "series," a brown bag, or at a departmental meeting, were also deemed effective. One respondent wrote, "Presentations at formal and informal department events like faculty meetings and coffee hours have been very effective in getting the word out about author rights." Another commented that they did "presentations to faculty departments and groups where faculty get the 'deer in the headlights' look when you describe what happens when they give away their author rights. They start using addenda after that and also want to participate in the institutional repository. There have also been many individual meetings as follow-up from these department meetings." One library felt that faculty presentations are effective, but that it was "difficult to get such opportunities," which may suggest that presentations are useful if you can get faculty to commit the time to listen. Other libraries have sent letters and e-mails to faculty, and one library described presentations to grant writers.

The main topic in outreach activities about addenda was copyright law (98%), with institutional repositories and the freedom to use their work in the classroom coming in as the second most frequently addressed topics (71% each). Freedom to share work

with colleagues and to reuse their work were also important topics; one respondent commented, “The vast majority of faculty have been doing these activities all along without realizing that in most cases they are violating the agreements they have signed and seem quite stunned by this information.” Other respondents indicated that they bring up author rights and addenda while discussing open access, or how to select a publisher with a friendly publishing agreement or with paid open access options.

Frequently Asked Questions

The survey asked respondents to report who provides advice on answering authors’ copyright-related questions. Library staff with legal expertise or in-depth copyright knowledge field questions from authors most often (85%), and 49% of respondents direct authors to solicit advice from their institution’s legal counsel. The questions below offer a sample of frequently asked questions the survey respondents have received from authors.

The publisher has rejected the addendum. What do I do now?

I submitted the author addendum but the publisher sent it back to me all marked up with other language. What do I do now?

How can I use the addendum when I have to submit my paper through a Web site?

Which addendum should I use?

What do I do when there are multiple authors?

What does this publication agreement really say?

What is the difference between my publisher’s copyright form and what the addendum would give me?

Is using the addendum or negotiating copyright terms going to put my publication in jeopardy?

Do most publishers accept the addendum?

Which version of the manuscript is covered by the addendum?

I submitted the author addendum with my article but they will only allow me to post my final draft on the institutional repository. I am very concerned about multiple versions of my work being available. How do we address this? Which copy will people cite? What do I do when I want to make revisions to the article?

Can an individual author really make a difference?

What will these changes mean for the survival of journals that are important in our discipline?

Are publishers really willing to negotiate?

An informal look at a sampling of ARL libraries’ scholarly communication Web sites did not turn up many answers to these questions, suggesting a need for these to be answered by the library community (and easily discoverable on the Web).

Conclusion

The survey reveals that among ARL member libraries, author addenda education, promotion, and outreach services are distributed among many staff members. Additionally, those who do the work and the extent to which outreach is performed varies widely. In a time of pervasive budget problems in higher education, it is not surprising to find that libraries are doing what they can with the resources that exist. Undoubtedly, many libraries found success by coupling outreach on an author addendum with other services, such as PubMed Central article deposits, institutional repository development and deposit, copyright discussions, and general outreach about the NIH Public Access Policy. Comments from two respondents illustrate these efforts:

“Since the NIH Public Access mandate, we frequently connect our promotion of author addenda to a broader education campaign about PMC deposit. The library offers a service that assists with PMC deposit, and much of our one-on-one addendum consulting occurs as a result of that service.”

“While these voluntary addenda provide a useful tool in discussions with faculty, we don’t believe that active promotion of the addenda will result in substantial adoption on our campuses. Thus we have taken an approach of discussing author rights and copyright in the context of other services we offer, e.g., publishing, instructional support, [and] reserves.”

Clearly there is difficulty in measuring the efficacy of author addenda, and this in turn makes it difficult to sell the concept to authors. However, author addenda can serve as a “tool” to educate authors about their rights, even if they never end up using an addendum. One respondent explained, “in general, addendum[s] have not been useful except as an education tool for faculty and graduate students.” And another noted, “it’s very difficult to claim to faculty that it is an effective tool.”

Despite the difficulty in measuring success with addenda, librarians are being asked by their administrations, with increasing frequency, to “demonstrate active participation in scholarly communication activities,” which includes discussing author rights and author addenda. Many libraries are in the process of developing or posting positions which require legal expertise to help them manage the increasing demand for author rights management, and to help promote the rights of their institution’s authors. One librarian explained, “As head of collection development I tried for several years to convince the Provost’s Office and the Dean of Libraries that the faculty need legal counsel who will advise them about the amount of risk to take, rather than protecting the university from risk. Some of the faculty agree, but no position has been forthcoming.”

The topic of author rights may arise in any situation or discussion with faculty authors which underscores why understanding and explaining author rights is becoming a necessary part of many librarians’ work. One person noted, “We have seen an important change in our experiences with the issues. . . [a] conversation about OA quickly shifted to a conversation about author agreements and addenda, with attention on the many various reasons for entering into better agreements. We always conclude with one simple point of emphasis: Whatever you sign, keep a copy.”

The survey suggests that academic libraries face a steep learning curve in this arena. Increasingly, libraries are providing services, or are being asked to provide services, to help authors navigate a new environment where intellectual property, author rights, and copyright have become a substantial component of discussions related to scholarly communication, and to the endeavors of the university at-large.

Notes

1. Association of American Universities, Association of Research Libraries, The Coalition for Networked Information, National Association of State Universities and Land Grant Colleges, “The University’s Role in the Dissemination of Research and Scholarship,” February 2009
<http://www.arl.org/bm~doc/disseminating-research-feb09.pdf>
2. Committee on Institutional Cooperation, *Statement on Publishing Agreements*, 2008
<http://www.cic.net/Libraries/Library/authorsrights.sflb>
3. NIH example language: “Journal acknowledges that Author retains the right to provide a copy of the final peer-reviewed 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.”
<http://publicaccess.nih.gov/FAQ.htm#c3>

4. Ivy Anderson, "UC Libraries and Springer Sign Pilot Agreement for Open Access Journal Publishing," UC Newsroom, 1/21/2009

<http://www.universityofcalifornia.edu/news/article/19335>

5. Sanford G. Thatcher, "On the Author's Addendum." *Journal of Scholarly Publishing* 40, no. 1 (October 2008): 97-115.

6. SHERPA RoMEO, "Statistics for the 596 publishers on this list."

<http://www.sherpa.ac.uk/romeo.php?stats=yes>

SURVEY QUESTIONS AND RESPONSES

The SPEC survey on Author Addenda was designed by **Karen Fischer**, Collections Analysis & Planning Librarian, University of Iowa. These results are based on data submitted by 70 of the 123 ARL member libraries (57%) between February 2 and March 20, 2009. The survey's introductory text and questions are reproduced below, followed by the response data and selected comments from the respondents.

Recent developments in scholarly communication, such as the NIH public access policy, growing interest and use of institutional repositories, open access and new models of publishing, and the Harvard Faculty of Arts and Science Open Access Policy, are raising the topic of author rights with increasing frequency. In the current environment of publishing, it is more important than ever to manage copyright in ways that serve author interests and those of the scholarly community.

Faculty at many large academic institutions have endorsed author addenda, to be used by authors when signing a publication agreement. These addenda, if accepted by the publisher, allow the author to retain rights to use their work in several ways. Some examples are: freely posting their article on their own Web sites, depositing copies of their work in a repository (institutional or disciplinary), and using their work in future works, such as new editions or in ways not yet imagined. In short, an addendum allows authors to share their research more widely, and gives them the added benefit of increasing the impact of their research and creative outputs.

The use and success of author addenda at ARL institutions has not been studied as of yet. This survey is designed to answer the following questions:

- To what extent are author addenda being promoted and used at ARL institutions? Are there institution-wide implementations?
- How are libraries promoting the use of addenda?
- Within a library's organization, who is spearheading efforts to educate and train librarians to promote an author addendum?
- What talking points are librarians using to educate authors about author addenda?
- How successful are addenda as a negotiating tool for authors?

For the purposes of this survey:

- endorse means a formal act by your institution (either by administrators, or by the faculty governing body) in support of author rights and the use of an author's addendum.
- promote means active outreach to authors to educate them about author rights and to encourage the use of an author's addendum.

BACKGROUND

1. To your knowledge, are any authors at your institution using an author’s addendum to retain rights to their creative work? N=70

Yes	35	50%
No	2	3%
I don’t know	33	47%

If yes, is the library collecting information on authors’ use of addenda? N=35

Yes	8	23%
No	27	77%

Selected Comment from Respondents

Answered Yes

CISTI is the library of the National Research Council of Canada (NRC). NRC authors do not use an author’s addendum because all NRC authors must use the NRC Licence to Publish form. Because elements of the ARL and CARL author addenda were incorporated into the NRC Licence to Publish form in January 2009, the survey is being answered as if NRC authors used an author’s addendum. NRC has always used a Licence to Publish form because NRC authors are employees of the Canadian federal government and all works by NRC employees are covered by Crown Copyright. Crown Copyright cannot be assigned. NRC authors are directed to sign the NRC Licence to Publish form and not to use any licence to publisher forms of publishers. NRC established a policy making it mandatory, starting in January 2009, for NRC institutes to deposit copies of all peer-reviewed, NRC-authored publications and technical reports in their institutional repository (NRC Publications Archive, NPARC). The NRC Licence to Publish (Crown Copyright) has been updated to declare the NRC’s intent to deposit the full-text of NRC-authored publications in NPARC and to retain specific rights. The ARL and CARL author’s addenda were used as models for the wording of these specific rights. On the submission form for NPARC, authors (or delegates) must indicate that they have used the NRC Licence to Publish form and any changes made to the form.

The library only collects information on authors who contact the library in regard to using the addendum.

We are not formally collecting information on authors’ use of addenda, but when we consult with authors about the addendum we request that they report back to us on their success or failure. Sometimes they do, but only rarely.

We are not systematically tracking; it’s mostly just anecdotal at this point.

We collect information when we hear from authors about use which is not very often and has only been when the addendum has been rejected. We hear much more often questions about general copyright transfer.

We have information on the subset of authors who, when using the addendum, follow the instructions on the addendum to fax or e-mail a copy to the Libraries.

When we are contacted to help out.

Answered No

A law professor told me he had retained some of his author rights, but he did not say how.

Actually, what I have heard from 2 different faculty members is that they have “tried” to use the SPARC author’s addenda and were turned down flat by the publisher.

Not yet. However, we plan to do so as we build a new Faculty Publications Database as part of our IR.

We are unaware of anyone adopting the addenda, primarily because we are not staffed to a degree that would allow us to easily promote and collect information on faculty activity on copyright, author’s rights, etc.

We collect anecdotal stories of the use of addenda, but do not have a centralized place to aggregate the stories.

We sometimes learn anecdotally about experiences with addenda, but we do not systematically seek to gather this information.

2. Has a specific author rights addendum been endorsed by administrators or a governing body at your institution, or by a consortium to which your institution belongs? Check all that apply. N=69

	N	Institution N=67	Consortium N=57
Yes	36	22	27
No	43	37	27
Under consideration	11	8	3

3. Has your institution, or a consortium to which your institution belongs, promoted the use of an author rights addendum by authors affiliated with your institution? Check all that apply. N=68

	N	Institution N=66	Consortium N=53
Yes	46	40	25
No	29	19	24
Under consideration	9	7	4

Selected Comments from Respondents

A Faculty Senate subcommittee has drafted a resolution concerning open access, etc., that encourages faculty, the Libraries, and university administration to take various actions, and the faculty section includes the following: "...adopt and use an Addendum to Publication Agreement such as that provided by the Scholarly Publishing and Academic Resources Coalition (SPARC) in order to retain their rights to use their work in the classroom and in future publications and to archive final accepted manuscripts." However, action on the resolution won't be taken for another month or two, so there is not yet an official endorsement or promotion.

A year ago we were planning on doing a large campaign to promote the recently endorsed addendum. However, we then starting hearing from other institutions who where trying this that outreach and promotion for their author addendum was not easy. At the same time, we saw that many publishers' policies regarding author rights were improving. Additionally, the addendum that our university endorsed (the CIC one) has a 6-month embargo request — anecdotal evidence is showing that this may be too short for publishers (given that NIH policy is 12 months). Another important factor that has delayed progress on the promotion of our addendum is the fact that we have been between provosts for the past year (there was an interim provost for a year), we had a terrible flood (summer 2008) which flooded many campus buildings and which has demanded the attentions of our administration since then.

Discussion at Faculty/Academic Council on campus, promotion on the CIC Web site.

Editing publisher contracts with a couple of standard paragraphs has proven more successful than addenda.

Except for a link on the libraries' copyright site and a single PowerPoint slide that was shown to 4 groups of faculty and graduate students as part of a copyright presentation, promotion of author's addenda is not taking place on this campus of the university.

I do not have information about the possible consortia we may belong to. We have several addenda links from library and scholarly communications Web sites as a service and education, but we don't endorse or promote beyond that. We do educate about author rights but don't endorse or promote any specific addenda. We are a member of SPARC which does promote and endorse.

I'm on the GWLA IR task force and we've been discussing the possibility of recommending that the SPARC addendum be endorsed.

Institutional negotiations with publishers are a preferred approach. For example, recent negotiations with Springer have resulted in a pilot project in which articles are published under a Creative Commons compatible license (see: <http://www.universityofcalifornia.edu/news/article/19335>).

The university's addendum was developed under the auspices of the Committee on Intellectual Property, which is chaired by the Vice President for Research, in 2006. The Vice President for Research and the Director of Libraries visited many academic departments to promote the addendum when it was first released. Since that time, the Libraries have hired a Scholarly Publishing and Licensing Consultant, whose responsibilities include supporting and promoting the use of the addendum. One of the means of promoting the addendum is a Web site explaining the reason for it and how to use it.

Office of the General Counsel advised authors that they, at a minimum, must retain the right to deposit work arising from NIH funding into PubMed Central. Authors were encouraged to consider using a second, broader

addendum modeled on the SPARC addendum. Both are available on the Scholarly Communications Web site. Librarians met with faculty groups to promote the addenda and to inform faculty about the NIH Public Access Policy.

OhioLINK has promoted this idea but has not written a specific addendum.

Our institution is not inclined to endorse an author addenda (in fact questions what, exactly, endorsement means), but we are in the process of increasing the information we provide to faculty, including providing informational links to author addenda.

The Libraries encourage it, but our "institution" doesn't really.

The author rights addendum is posted on the University Libraries' Web site. The University Libraries have had speakers from the University Press and the General Counsel's Office inform librarians about the addendum who are in turn informing faculty members.

The Canadian Association of Research Libraries collaborated with SPARC to create the SPARC Canadian Author Addendum.

The CIC Provost's Addenda was endorsed by the Faculty Senate in the Spring of 2008. It was not without controversy, and I would consider the endorsement to be rather weak. At least one subcommittee thought that the addenda unnecessarily inserted the university into the author-publisher relationship and could damage such relationships. Others pointed out (on the floor of the Senate) that such addenda are meaningless unless the university can put resources behind the faculty in negotiations.

The Faculty Senate has urged faculty members to use the SPARC Author's Addendum. Since the passage of this recommendation, the library has advised faculty to use the Scholar's Copyright Addendum Engine.

The Scholarly Communication Team promotes the use of the SPARC addendum to faculty and students.

We support the use of the UC-wide author addendum, which is found on the UC Reshaping Scholarly Communication Web site.

We have an approved publisher letter addressing NIH policy compliance.

We are holding a series of meetings with faculty and others to advance the notion of negotiating author agreements and using addenda to reserve rights.

Web pages have been developed with information and links to a variety of addenda. These are not actively promoted.

While the Faculty Senate endorsed and the Provost promoted the use of the addendum, there has not been consistent promotion.

If the use of an author addendum has been promoted or endorsed by your institution, please continue the survey.

If the use or endorsement of an author addendum is under consideration at your institution, please complete as much of the survey as possible at this time.

If your institution has not promoted the use of an author addendum, please click the Next>> button below to submit the survey now. N=21

SPECIFIC ADDENDA PROMOTED OR ENDORSED

4. Please indicate which addendum has been promoted and which endorsed at your institution. Check all that apply. N=47

	N	Promoted N=41	Endorsed by Provost N=16	Endorsed by a Department N=7	Endorsed by Faculty Body N=14	Other Endorsement N=5
Institution-specific addendum	22	17	5	4	4	2
SPARC addendum	22	20	1	—	2	2
Consortia-specific addendum	17	13	12	1	10	—
Science Commons	14	12	—	1	—	1
Funding agency-specific addendum	13	11	2	3	—	1
SPARC Canadian addendum	2	2	—	—	1	—
Other addendum	11	11	—	—	—	—

Please specify the funding agency. N=13

National Institutes of Health

Please specify other addendum. N=11

"AMENDMENT TO PUBLICATION AGREEMENT" found at http://osc.universityofcalifornia.edu/manage/retain_copyrights.html

Boston Library Consortium Addendum. See <http://www.blc.org/news/amendment.html>

CIC Addendum, and an addendum created in-house.

CIC Author Rights' Statement & Addendum.

Creative Commons license is also promoted. Institutional addenda is part of our NIH Public Policy toolkit.

Joint Resolution on Scholarly Communication and Faculty Copyrights. (http://www.lib.uci.edu/scamp/joint_resolution.html). While the faculty have not formally endorsed a specific addenda, the libraries are collaborating with the faculty on these issues.

Law School has promoted their addendum.

See UC Office of Scholarly Communication — <http://osc.universityofcalifornia.edu/>— and The UCLA Library Scholarly Communication — <http://staff.library.ucla.edu/scholarlycommunication/>

UC System.

The university consulted with legal counsel to develop an addenda specific to the requirements of the NIH open access mandate. See <http://www.hmc.psu.edu/library/PMC/amendment.pdf>

University of Kansas' copyright contract language; Boston Library Consortium's Agreement to Extend Author Rights (based on MIT's).

Please specify other endorsing entity and the corresponding addendum. N=7

Institution-specific addendum

General Counsel.

The institution-specific addendum is explicitly endorsed by the University Office of the General Counsel. The Libraries' University Library Committee is the advisory committee to the Dean, the University Libraries, and the Library and Information Science Program and is comprised of representatives of the University's faculty, students, and staff. The ULC has endorsed the institute-specific agenda and through its Web page issued a "challenge [to] their faculty colleagues to take action on the matter of copyright." See <http://www.lib.wayne.edu/geninfo/units/las/dean/ulc/>.

NRC Legal Services (original mandate came from the NRC Senior Executive Committee).

Science Commons

The Library has promoted the use of the Scholar's Copyright Addendum Engine from Science Commons.

SPARC addendum

General Counsel.

University licensing office/counsel.

Funding agency-specific addendum

The Vice President for Research approached the University Libraries for help in gathering information about the NIH mandate. The Libraries developed a Web site and conducted training at the main campus and at the medical campus.

5. Was a press release issued following endorsement of an addendum? N=41

Yes	9	22%
No	32	78%

6. Has there been a systematic effort by your institution to contact individual publishers about the endorsement? N=43

Yes	4	9%
No	39	91%

Selected Comments from Respondents

A letter was sent to the top publishers of university authors when the addendum was released.

A recent agreement with Springer during purchase negotiations has resulted in a pilot project in which articles are published under a Creative Commons compatible license (see: <http://www.universityofcalifornia.edu/news/article/19335>).

BC Libraries' adoption of the addendum of both SPARC and the BLC was communicated to faculty by means of an e-mail, by a blog posting, by a presentation at a Council of Deans meeting. It is also posted on a Library Web page.

Efforts are done on an ad hoc basis. The word 'systematic' is too strong to describe current efforts.

Our general counsel office did review the addendum but I wouldn't consider that an endorsement.

We are in the process of promoting the SPARC addendum on a department-by-department basis.

We have just started working with publishers. If required, we will create customized NRC Licence to Publish forms for specific publishers.

SPECIFIC AUTHOR RIGHTS

7. What rights are authors encouraged to retain through use of an addendum? Check all that apply.

(Note: An author manuscript is a pre- or post-print version of the work.) N=44

Right to:	N	Author Manuscript N=35	Published Version N=33
Deposit work in an institutional repository	42	32	32
Deposit work in a disciplinary repository (e.g., arXiv.org, Social Science Research Network, Oxford Text Archive)	38	28	29
Create derivative works	37	27	28
Right to reuse their work	37	26	30
Post on a personal Web site	35	25	27
Distribute to students	35	25	26
Distribute to colleagues	35	24	27
Distribute work in courseware	34	24	27
Post on a departmental Web site	30	20	25
Retain all rights except right of first publication	23	15	17
Other right(s)	9	6	7

Please describe other rights and indicate whether they are for the author manuscript or the published version.

Author Manuscript

Post Author Manuscript to funding agency site. Allow author's employer to have the same rights re: the Author Manuscript.

To authorize others to make any non-commercial use of the Accepted Manuscript so long as the author(s) receives credit as author(s) and the publication in which the Version of Record has been published is cited as the source of publication of the Version of Record.

Published Version

Grants rights above to the author's employer as well.

The CIC Addenda provides for all these rights, as well as the ability to grant similar rights to the author's institution. The NIH addenda we are using covers ONLY the right to deposit in PubMed Central.

Both

I like to encourage researchers to retain as many rights as possible particularly for the author manuscript. The preference, of course, is to retain rights for the published version but given the current push back by publishers, getting the manuscript rights would be a significant accomplishment.

Rights for the institution include "all academic and professional activities conducted at the Author's employing institution." Version is not specified. Rights for the author include: "and for all of Author's academic and professional activities." MIT's addendum refers to the final published version in some cases, and to the article or the work in others. The intention is to retain rights for both the author's manuscript and the published version.

The Faculty Resolution stated that the faculty should transfer only the right of first print and electronic publication, but retain all other rights.

Additional Comments

Authors are counseled to try and obtain the broadest possible range of rights they can negotiate back from their publishers. Because very little success has been reported with publisher acceptance of the SPARC addendum (except as a point of discussion or departure), we do not recommend a single approach but rather suggest faculty look at the SPARC materials and other sites and templates and try to get the rights that are the most important to them individually. The faculty Senate is currently considering a resolution like Harvard's that would support institutional deposit rights.

Authors really choose; no official policy although encouraged to retain all rights.

Digital rights for print only published versions.

Generally, the terms of conditions of the SPARC addenda without specifically encouraging any particular ones. UNC also has a fund to support publication in Open Access journals, if this counts, and an NIH Public Access Policy toolkit that provides a sample cover letter to the publisher.

Iowa's addendum does not explicitly allow for posting in courseware, but it does specify that the author may "display publicly, the Article in electronic, digital, or print form in connection with the author's teaching...." Also, regarding the Published Version, our addendum specifically states the author's non-exclusive right to use this version (after a 6-month embargo) to post freely on the Internet or in a repository.

Many of these rights are retained only after a period of six months from the article's publication.

Publishers are asked to allow nonprofit educational and library duplication and distribution of the published work, including but not limited to reserves and coursepacks made by nonprofit or for-profit copy shops.

Retain copyright ownership.

We offer two addenda. One required, which is limited to compliance with the NIH Public Access Policy. The second retains broader rights. The answers above reflect both.

WU form is customizable and there are several other forms available.

LIBRARY PROMOTION OF AUTHOR ADDENDA

8. Do staff in any library at your institution (for example, a main library, a health sciences library, a business library, etc.) promote the use of author addenda or provide support services to authors?
N=48

Yes, staff at more than one library promotes the use of author addenda or provides support services to authors	34	71%
Yes, staff at one library promotes the use of author addenda or provides support services to authors	10	21%
Not yet, but planning for such promotion and/or support services is in process	4	8%
No, support for such promotion and/or services is currently the responsibility of another department or unit in the institution	0	

If you answered yes above or if planning for such promotion and/or services is in process, please complete the survey.

If you answered not yet above or if this is the responsibility of another department or unit in the institution, please click the Next>> button below to submit the survey now. N=4

LIBRARY THAT PROMOTES AUTHOR ADDENDA AND/OR PROVIDES SUPPORT SERVICES

9. Please indicate which type(s) of library(ies) promote author addenda and/or provide support services to authors. Check all that apply. N=44

Main campus library	36	82%
Library supporting the health professions (Medicine, Nursing, Dentistry, Pharmacy, Optometry, etc.)	27	61%
One or more science libraries OTHER than those supporting the health professions	19	43%
Other	12	27%

Please identify other type of library.

All branch libraries.

Arts & Humanities & Social Sciences Library.

Arts and Music, all libraries reporting to University Librarian.

Collaborative effort by all university libraries, including the main campus library and the health sciences library.

Depends on subject librarians and interests of authors in their disciplines but all subject librarians have author support as a part of their activities.

Law School.

Library liaisons are expected to promote and discuss author addenda with their faculty. Science and health science librarians are more likely to have these discussions with their faculty.

The university has no main library but there are libraries devoted to specific disciplines or constituencies. Each library provides different levels of support services in promoting author addenda.

The "promotion" has been mostly on an informal basis to date.

The campus libraries have a Scholarly Communications and Publishing committee that helps support this work.

We have a position assigned to the director's office, as part of a Scholarly Publishing & Licensing program, that belongs to the entire library system, rather than a main library or individual library.

We have only one science library that supports both the health professions and the other sciences. The librarians work closely with the Scholarly Communication Librarian in promoting and providing support for author addenda.

10. If more than one library promote author addenda and/or provide support services to authors, do they all follow the same strategy/provide the same services? N=34

Yes	28	82%
No	6	18%

If No, please select one of the libraries and complete the survey based on that library's activities. Please indicate for which type of library you are responding. N=6

Main campus library	2	33%
Science library OTHER than those supporting the health professions	2	33%
Library supporting the health professions (Medicine, Nursing, Dentistry, Pharmacy, Optometry, etc.)	1	17%
Other	1	17%

Please identify other type of library.

Library Administration.

PARTICIPATING LIBRARY STAFF

11. Which staff at your library are participating in the effort to promote the use of an addendum by authors affiliated with your institution? Please indicate whether the participant plays a leadership role or a promotional role (or both). Check all that apply. N=45

	N	Leadership N=42	Promotion N=42
Library director	32	26	16
Assistant/Associate library director	31	26	17
Reference librarians	30	5	28
Collection development librarians	28	7	25
Scholarly communications officer	27	22	25
Digital library or repository staff	25	12	20
Individual with legal expertise or in-depth copyright knowledge	23	15	18
Head of collections	16	11	12
Library support staff	5	—	5
Technical services librarians	3	—	3
Other staff category	6	3	3

Please identify other staff category and specify his/her role. N=6

Promotion

Electronic resources librarian.

Grant writers, departmental secretaries.

All librarians are called Liaison Librarians — responsibility of each.

Leadership

Collections Analysis & Planning Librarian — works directly with AUL of Collections on collections and scholarly communication issues.

Departmental librarian (both reference and collections in responsibilities plus co-chair of scholarly communications group on campus).

Vice Provost for Research provides leadership. Office of the General Counsel provides legal expertise, leadership, and support.

12. Please describe any other unit with which the library coordinates addendum promotion. N=18

A group based in the Law School has developed a Web site offering complementary advice to faculty authors:
<http://keepyourcopyrights.org/>.

Campus legal services.

In the past, the library has consulted with the Law School's Copyright & Scholarly Communications Director and she has presented information on this topic to library staff.

Information technology.

Office of Research Office of Information Technology, Academic Computing Department.

Office of the Vice Provost. Office of the General Counsel. University Libraries Council.

Other subjects as requested and often collaboration with medical library.

Scholar Services.

Scholarly Communications Committee.

Scholarly Communications Task Force.

Sponsored Projects Administration (the office that helps administer grant funding).

The librarian who serves the College of Veterinary Medicine (in the Agriculture-Veterinary Medicine library) is the most dynamic and ardent advocate for the author addendum. The Chancellor's Office and the university Office of Research are also aware of author rights issues and encourage faculty to negotiate their rights in any way possible. The Office of the Chancellor appointed a Scholarly Communication Committee that has discussed the SPARC addendum many times; it has also been discussed in the Faculty Senate Library Committee and among Library Representatives, faculty who provide liaison between academic departments and the library.

The library works closely with the Copyright/Licensing Office. Though physically housed in the library, Copyright/Licensing is not administratively part of the library.

This is being done in collaboration with Legal Counsel, an Assistant Provost, and head of Academic Technologies. Legal Counsel is taking the lead.

University Copyright Office.

USC Office of Research - Sponsored Awards Management.

We have a centralized coordination and decentralized outreach services. The Library's Scholarly Communication Steering Committee and the Digital Collections Services Department does most of the coordination, but all library liaisons have responsibility, including outreach on scholarly communication in their duties.

We have coordinated with the Vice Chancellor for Research in conjunction with the NIH Public Policy.

LIBRARY STAFF TRAINING

13. Does your library provide educational materials and/or training events to library staff about the use of author addenda? Check all that apply. N=44

	N	Educational Materials	Events
Yes	39	38	31
No	10	6	9

Selected Comments from Respondents

Educational materials: we plan to. Events: we will offer workshops, lectures, etc., when this topic will be mentioned, but won't be sole focus.

Educational Materials: Link to SPARC Web site from Health Sciences Library's Web page, Copyright Committee's Web page. NIH Public Access Policy toolkit (materials) and accompanying workshops (events).

It's hard to tease apart materials and events directly related to the addenda from ones that more generally cover author rights. I haven't actually found that the author addendum is all that effective — teaching faculty/graduate students how to negotiate on their own terms has been much more effective.

Open Access Research Guide; Participated in International Open Access Day.

The events have not been held specifically for library staff. They have been held for faculty and library staff have been invited. There has not been a big educational campaign around author rights or addenda.

We are in the process of holding discussion sessions with faculty at their departments.

We are still developing education materials, but some are available.

We have conducted lunch brown bag events to provide education and training about author rights, use of addenda, and other scholarly communication topics. We have held training sessions for liaison librarians on the creation of Selected Works (Personal Researcher) pages.

We have done sessions about NIH Public Access Policy and how to comply and this includes mention of NIH addendum and others but use of addenda is not the focus of the sessions.

We have held several public awareness conferences and meetings about scholarly communication issues over the past decade and staff have participated.

If yes, what materials/events are offered to educate library staff on the issues of author rights and author addenda? Check all that apply. N=41

Public Web site	38	93%
Face-to-face workshops	30	73%
Handouts or talking points on key issues	24	59%
PowerPoint slides	20	49%
Reading or resource lists	16	39%
Outside guest speakers	13	32%
Intranet Web site	9	22%
Video or tutorials online	5	12%
Webinars	3	7%
Departmental assessment tool (to survey academic departments on scholarly activities)	3	7%
Other	10	24%

Please identify other materials/events.

All day "Scholarly Communication Retreat."

Bibliographer group meetings.

Developed new brochure especially targeted for library liaisons to use with faculty to promote our Institutional Repository and author rights.

Individual appointments with faculty.

On NIH public access.

Podcasts; developing a libguide.

Presentations to graduate student classes.

Staff-only wiki for materials not appropriate to public Web site. This could be a type of "Intranet Web site."

We use ARL brochures and post committee minutes from discussions where author addenda are on the agenda. We also use the MIT video.

While we have had a presentation to library staff on an author addenda in the past 3 years, it is not an ongoing educational initiative.

14. Which individual(s) is spearheading the effort to educate/train library staff to promote an author addendum at your institution? Check all that apply. N=40

Scholarly communications officer(s)	22	55%
A library committee devoted to scholarly communication activities	19	48%
Library administrator(s)	18	45%
Individual with legal expertise or in-depth copyright knowledge	9	23%
Collection management department head	7	18%
Other	11	28%

Please identify other individual.

Coordinator, E-scholarship@Mcgill.ca.

Copyright specialist; we don't call it Scholarly Communications Officer, but it's the same idea.

Director and Associate Director of Copyright/Licensing Office.

Head of Scholar Services.

I'm not sure anyone is really "spearheading" the effort, although the Health Sciences Library staff in general makes information available and manages the Open Access publication fund.

Liaison Services Coordinator.

Our Science Collections Coordinator has taken the lead on this issue.

Primarily reference and/or subject specialist librarians at our Health Sciences and Life Sciences libraries.

Repository coordinator (and head of scholarly communications committee).

Subject specialists in the library also participate in the faculty department meetings.

The veterinary medicine subject librarian mentioned earlier has probably had the greatest impact on staff awareness.

PROMOTING AN AUTHOR ADDENDUM

15. In what context is use of an author addendum being promoted to authors affiliated with your institution? Check all that apply. N=43

Compliance with public access policies	36	84%
Deposit of authors' works in a digital repository	32	74%
Author sharing of their work	30	70%
Use of authors' works in teaching	28	65%
Institutional intellectual property management	13	30%
Other	7	16%

Please describe other context.

Authors retain rights to reuse of their work.

Fair use guidelines on using material in teaching.

In the context of the economics of scholarly publishing. We have been saying for a decade that the current scholarly publishing economics are not sustainable.

Information on scholarly communication.

Other issues do come up in the context of face-to-face training, but the primary concern is compliance.

Reuse of works in future publication. Control of uses to prevent improper uses by copyright transferee. Promotion of Open Access for publications.

Reuse of work.

16. What department (or group) has taken a leadership role in promoting the use of an author addendum to authors affiliated with your institution? Check all that apply. N=43

Library	43	100%
Faculty senate	10	23%
Provost office	7	16%
Campus legal office	5	12%
Other	14	33%

Please identify other department or group.

Academic Technology.

Associate VP for Research/VP for Research Office.

California Digital Library.

California Digital Library, eScholarship program. <http://repositories.cdlib.org/escholarship/>

Contracts and Grants.

Copyright/Licensing Office.

Office of Research.

Office of Research Support.

Office of the Executive VP for Research.

Office of the Vice President for Research and Economic Affairs; Office for Research and Sponsored Projects.

Office of VP for Research.

Scholarly Communications Committee.

The Faculty Board advising the Library.

Scholarly Communication Committee, Faculty Senate Library Committee, and Library Representatives (convened by the Library) have all discussed the author addenda in the contexts listed above.

AUTHOR EDUCATION

17. What kinds of activities is your library engaged in to educate authors affiliated with your institution about using an author addendum? Check all activities that the library has used. Check up to three of those that seem to have been the most effective (this is not a ranking). N=43

Activity	N	Have Used N=43	3 Most Effective N=35
Presentations to faculty	37	37	23
One-on-one visits with faculty/graduate students	31	31	22
Handouts/brochures/posters (such as SPARC's Author Rights brochure and poster)	28	28	6
Presentations to graduate students	26	26	9
Author addendum Web site	26	26	9
Letters/e-mails to authors	20	20	5
Blog posts	15	15	—
One-on-one visits with institution administrators	14	14	5
Author addendum FAQ	12	12	3
Videos/tutorials posted to a Web site	5	5	2
Other activity	11	11	2

Please describe other activity. N=11

Most Effective

Guest speakers from outside the university, for example John Willinsky.

Other activity includes a 2005 Scholarly Communication Symposium. We also use copyright questions to the Copyright Committee as an opportunity to make faculty aware of the Open Access Publication Fund and the SPARC addendum.

Other

Library presentation to Council of Deans.

Scholarly communication Web site.

Addenda are discussed on IR site.

Annual Scholarly Communication Colloquium series that addresses a different topic each year. Faculty find out about the institutional repository, open access, electronic publishing and similar topics. Presentation to Senior Administration of the University in a group setting.

Committee meetings described earlier have helped to inform the campus. The veterinary librarian wears an open access t-shirt once each week. We use PLOS promotional materials in displays. We use the MIT video.

Encouraging faculty members to work with their professional societies, editorial boards, and others means available to influence publication policies among the leading journals in their disciplines.

Information on faculty resolutions on general scholarly communications Web site.

News items on Library and School of Medicine Web pages, and print and electronic newsletter article(s).

Podcasts.

Please briefly describe the most effective activities the library has engaged in. N=30

Activity 1	Activity 2	Activity 3
A 2005 Scholarly Convocation sponsored by the Copyright Committee was held to gather information and discuss scholarly communication issues with faculty. Clifford Lynch was the keynote speaker. Discussion of the addenda was included. It was a one-time thing, not an ongoing initiative.		
Faculty Lunch Series Workshop 2–3 times a semester on timely topics they care about — Permissions, Author’s Rights, Fair Use, Copyright Basics, Patent and Trademarks, Updates on NIH Policy.	One-on-one visits or exchange with faculty often lead to other opportunities to discuss author addenda or to meet with departments or other faculty.	
Faculty luncheons.		
Faculty workshops.	One-on-one advising by library attorney.	
FAQ on the Intranet.	Intranet site with information about the NRC Licence to Publish form and the NRC mandate	Numerous presentations to directors, managers and authors.
Going straight to the faculty; meeting them in groups at their departments.		
Guest speakers, Scholarly Communications Web site.		
Incorporating author rights and other scholarly communications issues into ETD workshops for graduate students.	Discussion of addenda during presentations on funding agency policies.	Just-in-time consultations with faculty.
Letter to all faculty.	Contact with individual faculty.	

Activity 1	Activity 2	Activity 3
New faculty luncheons where author rights retention and IR deposit are promoted.	Author rights brochure is available and is given out at new faculty luncheons as well.	
Not sure, haven't measured in any way.		
One-on-one interviews.	Web site.	
One-on-one visits.	Presentations to graduate students.	Presentations to faculty.
One-on-one visits, tailored to the individual requester.		
Presentation to graduate students — it's rare that anyone has talked to grad students about author rights; they are very interested especially as they are about to embark on their own careers.	One-on-one visits with faculty/grad students: answer in depth questions and give lots of personal guidance; usually try to include the liaison librarian as well.	
Presentations.		
Presentations to faculty.	Presentations to grant writers.	Web site with information, instructions, link to addendum.
Presentations to faculty are effective, though it is difficult to get such opportunities. We recently had the opportunity at an on-campus teaching/technology conference. We presented on author rights. Attendance was low, but those that came were engaged.	One-on-one visits with faculty are the most effective. These meetings are opportunistic, in that you may be meeting about something else, but have the opportunity to bring up author rights.	Our library has a Web site on author rights, where we feature our addendum. General knowledge about author rights leads authors to engage in ways to retain their rights, which may mean they will use an addendum.
Presentations to faculty departments and groups where faculty get the deer in the headlights look when you describe what happens when they give away their author rights. They start using addenda after that and also want to participate in the institutional repository. There have also been many individual meetings as follow up from these department meetings.	Active engagement with the Office of Research. He has now mandated that faculty who receive Leadership in Action research grants from the Office of Research must put their materials in the institutional repository. This includes proceedings from conferences held on campus, new born digital journals, and led to their reliance on library expertise for education about the NIH Public Access Mandate.	Presentations to graduate students and graduate student advisors under the auspices of the Graduate School. The Graduate School now uses the institutional repository for open access masters theses (students download themselves) and we are working on piloting open access to dissertations.
Presentations to faculty through departmental meetings and brownbags.	Letters and e-mails to authors.	Web site on scholarly communications issues.

Activity 1	Activity 2	Activity 3
Presentations to graduate student organizations including question and answer session.	Presentations to faculty including question and answer session.	Providing brochures/handouts in response to specific questions at informational session or to individuals with questions.
Self playing PowerPoint tutorial on author's rights.	Public event featuring Kenneth Crews of Columbia entitled Who Owns Your Scholarship? for which attendees earned Responsible Conduct of Research continuing education credit.	Brochure on author's rights, which will soon be posted to the ACRL scholarly communication program development site as a template for others to adapt.
The veterinary librarian says that the most effective activity is when faculty become outraged because publishers won't permit them to use their own work for classroom teaching and derivative works.	One-to-one contacts in the context of the scholarly publishing context overall have been effective.	Planning for the institutional repository has raised faculty awareness about intellectual property issues.
Visits to faculty department meetings to discuss issues.	One-on-one conversations with faculty.	One-on-one conversations, and workshops, with graduate students.
We have held several workshops at medical and main locations; at medical campus, more direct faculty contacts were made.	Workshops at main campus were conducted using a video recording/streaming technology to enable remote users to view.	
We routinely host speakers and have organized forums on scholarly communication issues, including addenda.	We've met with the Vice Provost for Research and research administrators to develop effective policies and activities related to author addenda and other scholarly communication policies.	The author addendum FAQ is an effective resource for answering questions by faculty who seek to comply with the NIH Public Access Policy.
When faculty consult one-on-one with a librarian about a publishing agreements, they are steered towards author addenda.	Presentations at formal and informal department events like faculty meetings and coffee hours have been very effective in getting the word out about author rights.	
Working with General Counsel to educate ourselves.	Accurate and easy to navigate Web site.	Small group presentations.
Working with research compliance office.	Presentation at new faculty orientation.	Talking with individual authors.
Workshops on managing your copyrights.	Individual contacts with faculty.	E-mail responses to questions.

18. In presentations, handouts, Web sites, videos, etc., what are the main topics that library staff are addressing when educating authors about author addenda? Check all that apply. N=42

Copyright law	41	98%
Institutional repository	30	71%
Freedom to use their work in the classroom or through a course management system	30	71%
Freedom to share their work with colleagues	29	69%
Ability to create derivative works	23	55%
Other self-archiving (i.e., personal Web site)	14	33%
Other	13	31%

Please describe other topics.

Compliance with funder requirements.

Compliance with NIH Public Access Policy.

Compliance.

Freedom to post to disciplinary repositories (a kind of sharing with colleagues, but seems important enough to name separately.) In terms of derivative works, our emphasis tends to be on reuse/repurposing in future publications and the classroom.

Increased citations from publishing in open access environment.

NIH Mandate.

Promotion of Open Access. We are finding that many faculty are eager to support OA, especially when they realize that many people in the country and the world now have Internet access, but do not have funds to purchase access to journals.

Public access mandates.

See UCLA SCSC Website — <http://staff.library.ucla.edu/scholarlycommunication/> See UC Office of Scholarly Communication — <http://osc.universityofcalifornia.edu/>

Select publisher who is willing to accept author addenda and has open access options.

The main emphasis is on the fact that by faculty retaining their author rights they are able to do the self-archiving, have freedom to use their materials as they wish, create derivative works, etc that they signed away when they signed the publisher agreement without the addendum. The vast majority of faculty have been doing these activities all along without realizing that in most cases they are violating the agreements they have signed and seem quite stunned by this information.

We always talk about both sides of the copyright coin when talking to faculty, so we also focus on their rights as users of other peoples' copyrighted material: fair use, etc.

Wider exposure through open access & OAI initiatives.

AUTHORS' QUESTIONS

19. Does the library collect questions received from authors during presentations or other encounters? N=43

Yes	11	26%
No	32	74%

If yes, please describe up to three of the most commonly asked questions. (e.g., How do I use an addendum when the publishing agreement is an online form on the publishers Web site? The publisher has rejected the use of my addendum.... what can I do? Is there someone who can help me decipher this publishing agreement so that I can understand it?) N=11

Question 1	Question 2	Question 3
Can an individual author really make a difference?	Are publishers really willing to negotiate? How can they negotiate when many of the agreements are now online click through style?	What will these changes mean for the survival of journals that are important in our discipline?
How can this be made simple?		
How quickly can you negotiate use of the NRC Licence to Publish form with publisher X?	I'm being asked to sign the publisher's Licence to Publish form, which doesn't allow for retaining the same list of rights as the NRC Licence to Publish form. Can I sign it or can I submit both forms?	
How to use the form when publisher's copyright form is in electronic format.	Comparison of rights allowed by the publisher vs. those in our addendum.	

Question 1	Question 2	Question 3
I would like to use the author addendum that you've mentioned but I don't yet have tenure and I'm concerned about making sure that I publish in premier journals in my field. What happens if I submit the addendum and they refuse to accept it?	Okay, I submitted the author addendum but the publisher sent it back to me all marked up with other language. What do I do now?	I submitted the author addendum with my article but they will only allow me to post my final draft on the institutional repository. I am very concerned about multiple versions of my work being available. How do we address this? Which copy will people cite? What do I do when I want to make revisions to the article?
The addendum has been rejected. What now?	Is using the addendum or negotiating copyright terms going to put my publication in jeopardy?	What does this publication agreement really say?
The publisher has rejected the addendum. What do I do now?	How can I use the addendum when I have to submit my paper through a Web site?	What is the difference between my publisher's copyright form and what the addendum would give me?
We don't collect the questions but the most common question is if the publisher will turn down a manuscript or refuse to publish the material if you want to use an addendum or to negotiate rights.		
What do I do if a publisher rejects the addendum?	Who can I contact to discuss my copyright transfer agreement?	Do most publishers accept the addendum?
What do I do when there are multiple authors?	Which version of the manuscript is covered by the addendum?	Won't open access hurt my society's revenue?
Which addendum should I use?	What if the publisher does not accept my addendum?	Has this publisher accepted an addendum? How successful are addendum?

20. Who provides advice on answering authors' copyright-related questions? Check all that apply.
N=39

Library staff with legal expertise or in-depth copyright knowledge	33	85%
Institution's legal counsel	19	49%
Other advisor	10	26%

Please specify other advisor.

Attorney in the Office of Research, Innovations/Access Unit.

Copyright/Licensing personnel.

I serve as the copyright counsel for the University in liaison role with Office of General Counsel.

Librarians do their best and refer to each other first — then institution legal counsel is next place to turn.

Library Copyright Specialist.

Our Electronic Resources librarian also serves as a copyright advisor in general. Most questions tend to come directly to subject librarians and are referred either to the Electronic Resources librarian or to Assistant Dean, or both.

Repository manager and librarians with copyright knowledge can give general guidance; will direct specific questions to legal counsel.

Special assistant to the provost.

The library staff only provide advice. For legal opinions, we refer them to the University System Legal Counsel (institution's legal counsel is not a copyright expert and refers to system) or to their own lawyer.

We have posted a job ad for a campus copyright officer.

ADDITIONAL COMMENTS

21. Please enter any additional information about library activities to promote the use of author addenda that may assist the author in accurately analyzing the results of this survey. N=13

Selected Comments from Respondents

Again, the use of and promotion of author addendum is so tied up in author rights generally and negotiation of copyright that it is VERY difficult to pull these apart. I have also found that in general addendum have not been useful except as an education tool for faculty and graduate students. Because we are not consistently collecting information on use of the addendum (something that should have been coordinated at the start of the consortium addendum we are using), it's very difficult to claim to faculty that it is an effective tool — I've yet to hear of a successful use of the CIC addendum at Illinois.

All activities occurred in early 2008. Little activity after May 2008.

Faculty don't understand that they can deposit in the campus IR and still publish in journals, or that we can harvest from journals. They always question it.

In general we have focused most of our attention in this area on the NIH mandate, rather than the CIC Addenda. We believe that the NIH mandate has greater potential to increase awareness precisely because it *requires* adoption. We thought that the Faculty Senate's hesitant acceptance of the CIC Addenda was surprising. While these voluntary addenda provide a useful tool in discussions with faculty, we don't believe that active promotion of the addenda will result in substantial adoption on our campuses. Thus we have taken an approach of discussing author rights and copyright in the context of other services we offer, e.g., publishing, instructional support, reserves.

Our library is in the process of hiring a Head of Digital Services and Scholarly Communication. This person will build a team of librarians and staff who will be charged with promotion of scholarly communication services, including the author addendum.

See description in Question #10 regarding the 2005 Scholarly Convocation. This was a one-time event that doesn't really fall into the category of ongoing educational initiatives.

Since the NIH Public Access mandate, we frequently connect our promotion of author addenda to a broader education campaign about PMC deposit. The library offers a service that assists with PMC deposit, and much of our one-on-one addendum consulting occurs as a result of that service.

The Scholarly Communication department in the library was established in July 2008 and now officially serves in this capacity, although the knowledge is somewhat limited. As head of collection development I tried for several years to convince the Provost's Office and the Dean of Libraries that the faculty need legal counsel who will advise them about the amount of risk to take, rather than protecting the university from risk. Some of the faculty agree, but no position has been forthcoming.

We are actively engaged in conducting additional educational activities for the library liaisons this year. In fact, the library director now expects the liaisons to demonstrate active participation in scholarly communication activities such as discussing the author addendum with faculty, assisting faculty in the creation of Selected Works pages, and providing referrals to the Scholarly Communication Librarian when faculty express an interest in features of our institutional repository such as digital publishing and/or electronic conference proceedings.

We have an Intellectual Property/Copyright/Scholarly Publishing business card which is handed out at all our events and other places around campus. Also some of our subject librarians give these out. They offer a "help line" via e-mail and phone. This connects them to someone in the Digital Collections Services Unit who will answer their question or find someone who can.

We have been working on an ad hoc basis for sometime and now are planning more group activities and participation.

We have seen an important change in our experiences with the issues. We began our promotion of addenda and the issues with a view toward advancing Open Access. We still promote OA actively and aggressively. But the conversation about OA quickly shifted to a conversation about author agreements and addenda, with attention on the many various reasons for entering into better agreements. We always conclude with one simple point of emphasis: *Whatever you sign, keep a copy.*

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University of Arizona	Massachusetts Institute of Technology
Arizona State University	University of Miami
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Boston College	Michigan State University
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University of British Columbia	University of Missouri
University of California, Davis	University of New Mexico
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Canada Institute for Scientific and Technical Information	Oklahoma State University
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University of Colorado at Boulder	Purdue University
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University of Iowa	Washington State University
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Author Addenda



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Addendum to Standard Publisher Copyright Assignment

It is important for an author to thoroughly consider the implications of the publishing agreement before signing it. Typically, the agreement will require that the author assign copyright in the work to the publisher, so that even the author's own use of the work may constitute infringement. In negotiating copyright assignment with a publisher, an author should carefully consider the range of possible future uses he or she may wish to reserve, such as making copies for teaching and research by both the author and others at the author's institution, and republishing the work as part of a larger work or on a web page.

Here is an example of a standard copyright assignment in a publication agreement:

"Author hereby transfers and assigns exclusively to Publisher all rights in the Work, including full copyright therein, including the right to reproduce and distribute it throughout the world in all forms, languages, and media now or hereafter known or developed."

Attached is a draft addendum with additional language reserving certain rights to the author.

If the author wishes to present an addendum to the publisher during the process of negotiation, the author should review the section of the publishing agreement that grants rights to the publisher and decide the best place to add language reserving certain uses. The author should customize the addendum accordingly. If other sections of the publishing agreement contain objectionable language the author may use the same addendum to address those as well.

If the author and the publisher agree as to the language in an addendum the author should have the publisher sign both documents first, and the author should be sure to retain signed copies.

While it is always worthwhile for authors to raise concerns over contractual language with their publisher prior to signing an agreement, it is worth noting that textbook publishers may be particularly unwilling to grant any greater rights to the author for academic use, since students constitute the main market targeted by the publisher, and the author's own institution might be expected to produce quite a high number of paying customers.

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This Addendum is hereby incorporated by reference and made a part of the attached Publishing Agreement between _____ ("Publisher") and _____ ("Author").

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AUTHOR

PUBLISHER

(corresponding author on behalf of all authors)

Date

Date

COMMITTEE ON INSTITUTIONAL COOPERATION

Statement on Publishing Agreements and Addendum to Publication Agreements for CIC Authors

<http://www.cic.net/Libraries/Library/authorsrights.sflb>



The Committee on Institutional Cooperation (CIC) STATEMENT ON PUBLISHING AGREEMENTS

The Committee on Institutional Cooperation (CIC)¹ is a consortium of 12 world-class American research universities, advancing their missions by sharing expertise, leveraging campus resources and collaborating on innovative programs. For 50 years, the CIC has created new opportunities for member universities to work together toward greater efficiency, effectiveness and impact. In 2006, the Provosts of the CIC member universities unanimously endorsed this statement and addendum to publication agreements. Since that time, faculty governance of 12 CIC campuses² have also endorsed the statement and addendum.

Publication is the lifeblood of a research university. It is incumbent upon faculty, campus administrators and librarians to ensure the free flow of scholarly information in fulfillment of our campus missions to advance the public good through research and education. Toward this end, our campuses are committed to supporting a sustainable publication process and a healthy publishing industry. The "information revolution" has greatly expanded the means for disseminating and utilizing scholarly discourse, but this opportunity for extending the reach and impact of our campuses is countered by social and economic conventions of some sectors of the publishing industry. Suitable publishing partners for academic enterprises should be encouraging the widest possible dissemination of the academy's work, and the management of copyright should be directed to encouraging scholarly output rather than unnecessarily fettering its access and use. Without some important changes in publishing practices, authors and readers will continue to be frustrated by barriers to the free flow of information that is an essential characteristic of great research universities.

Faculty authors should consider a number of factors when choosing and interacting with publishers for their works. The goal of publication should be to encourage widespread dissemination and impact; the means for accomplishing this will necessarily depend on the nature of the work in question, the author's circumstances, available suitable outlets, and expectations in the author's field of inquiry. In general, authors are encouraged to consider publishing strategies that will optimize short- and long-term access to their work, taking into account such factors as affordability, efficient means for distribution, a secure third-party archiving strategy, and flexible management of rights.

Protecting intellectual property rights is a particularly important consideration, as many authors unwittingly sign away all control over their creative output. Toward this end, the CIC encourages contract language that ensures that academic authors retain certain rights that facilitate archiving, instructional use, and sharing with colleagues to advance discourse and discovery. Accompanying this document is a model CIC publishing addendum that affirms the rights of authors to share their work in a variety of circumstances, including posting versions of the work in institutional or disciplinary repositories. While the particular circumstances and terms governing publication will vary on a case-by-case basis, the underlying principle of encouraging access to the creative output of our campuses should inhere in all of our efforts.

¹ The 12 CIC member universities are: University of Chicago; University of Illinois; Indiana University; University of Iowa; University of Michigan; Michigan State University; University of Minnesota; Northwestern University; The Ohio State University; The Pennsylvania State University; Purdue University; University of Wisconsin-Madison

² As of June 5, 2008, faculty governance from the following CIC universities have endorsed the statement and addendum: University of Illinois (both the Chicago and the Urbana-Champaign campuses); Indiana University; University of Iowa; University of Michigan; Michigan State University; University of Minnesota; Northwestern University; The Pennsylvania State University; The Ohio State University; Purdue University; and the University of Wisconsin-Madison.

COMMITTEE ON INSTITUTIONAL COOPERATION

Statement on Publishing Agreements and Addendum to Publication Agreements for CIC Authors

<http://www.cic.net/Libraries/Library/authorsrights.sflb>

ADDENDUM TO PUBLICATION AGREEMENTS FOR CIC³ AUTHORS

This ADDENDUM hereby modifies and supplements the attached Publication Agreement between:

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AND

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Related to Manuscript titled _____

To appear in Journal, Anthology, or Collection titled _____

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AUTHOR

PUBLISHER

(Corresponding Author, on behalf of all authors)

Date

Date

³ The 12 member universities of the Committee on Institutional Cooperation (CIC) are: University of Chicago; University of Illinois; Indiana University; University of Iowa; University of Michigan; Michigan State University; University of Minnesota; Northwestern University; The Ohio State University; The Pennsylvania State University; Purdue University; University of Wisconsin-Madison.

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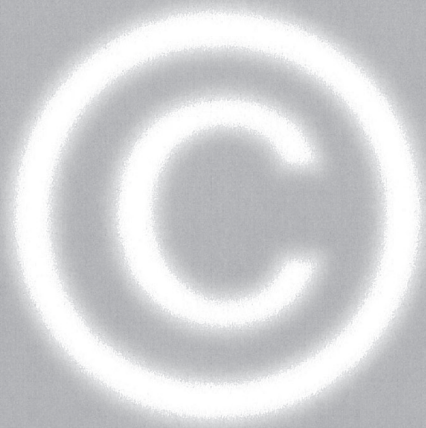
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- To authorize others to exercise these rights



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AUTHORS TOO OFTEN GIVE AWAY ALL THEIR RIGHTS TO PUBLISHERS

WHAT CHOICES CAN I MAKE TO BETTER CONTROL MY RIGHTS?

When choosing a publication venue and evaluating its publication terms, consider your goals. How widely do you want your work disseminated? Do you want it published in a vehicle that is free or at least affordable? Do you need to meet federally-mandated requirements for public access? Do you want to use it in class? Do you want to share it on your website? Will you want to make a future edition?

Choose publishers carefully

Many publishers are moving toward copyright policies that are less restrictive and more favorable to authors.

Modify your publishing contracts to retain more of your rights

Contracts are legal documents whose terms can be negotiated. Ask to retain the right to use your work in your teaching; to repurpose some of it as part of another product; to post it to the University's Digital Conservancy or another open-access site. The University of Minnesota Senate has endorsed an Author's Addendum that can be incorporated into your publishing agreement to protect these rights. NIH-funded authors can also get assistance in complying with the agency's open-access mandate.

Consider alternative publishing models
Peer-reviewed Open Access journals have been developed in many disciplines—in both the sciences and the humanities—as alternatives to traditional journals.

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The screenshot shows a webpage with the following sections:

- POINTS OF VIEW:** A quote from a professor: "It is critical that published scientific research be made available to the public... it is possible to speed the publication of our discoveries into the public domain through Open Access repositories such as the University of Minnesota Digital Conservancy, which is an important part of the process." Below this is a photo of a man and a list of links: "Journal of Cell Science", "Journal of Molecular Biology", "Journal of Neurobiology", "Journal of Psychology", "Journal of Sociology", "Journal of Theoretical Biology", "Journal of Experimental Psychology", "Journal of Biological Chemistry", "Journal of Cellular Physiology", "Journal of Molecular Cell Biology", "Journal of Neurochemistry", "Journal of Theoretical Biology", "Journal of Experimental Psychology", "Journal of Biological Chemistry", "Journal of Cellular Physiology", "Journal of Molecular Cell Biology", "Journal of Neurochemistry".
- EXPANDING THE REACH OF RESEARCH:** Text stating that the University of Minnesota and elsewhere are transforming scholarly communication. It lists "What Publishers, Authors and Librarians are Doing" and "How they need to work for the publisher's public good".
- QUICK LINKS:** A list of links including "University of Minnesota author's administration", "Self-archiving guide", and "New Copyright Policy".
- NEWS:** A list of news items including "Which Journals Publishers Open Access?", "New report releases for better codes that respect public scholarship", and "Stanford School of Education releases Open Access materials".

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[Journal of the American College of Surgeons]

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Why? According to the traditional publication agreement, all rights — including copyright — go to the journal. You probably want to include sections of your article in later works. You might want to give copies to your class or distribute it among colleagues. And you likely want to place it on your Web page or in an online repository if you had the choice. These are all ways to give your research wide exposure and fulfill your goals as a scholar, but they are inhibited by the traditional agreement. If you sign on the publisher's dotted line, is there any way to retain these critical rights?

Yes. The SPARC Canadian 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 and in partnership with Creative Commons <http://creativecommons.org/> and Science Commons <http://sciencecommons.org/>, established non-profit organizations that offer a range of copyright options for many different creative endeavors. See also Creative Commons Canada <http://creativecommons.org/international/ca/>. It has been adapted for the Canadian context by the Canadian Association of Research Libraries (CARL) <http://www.carl-abrc.ca/>.

The SPARC Canadian Author Addendum is online at www.carl-abrc.ca/projects/author/author-e.html

KNOW YOUR RIGHTS AS THE AUTHOR

- **The author is the copyright holder.**
As the author of a work you are the copyright holder unless and until you transfer the copyright to someone else in a signed agreement.
- **Assigning your rights matters.**
Normally, the copyright holder possesses the exclusive rights of reproduction, distribution, public performance, public display, and modification of the original work. An author who has transferred copyright without retaining these rights must ask permission unless the use is one of the statutory exemptions in copyright law.
- **The copyright holder controls the work.**
Decisions concerning use of the work, such as distribution, access, pricing, updates, and any use restrictions belong to the copyright holder. Authors who have transferred their copyright without retaining any rights may not be able to place the work on course Web sites, copy it for students or colleagues, deposit the work in a public online archive, or reuse portions in a subsequent work. That's why it is important to retain the rights you need.
- **Transferring copyright doesn't have to be all or nothing.**
The law allows you to transfer copyright while holding back rights for yourself and others. This is the compromise that the SPARC Canadian Author Addendum helps you to achieve.

CANADIAN ASSOCIATION OF RESEARCH LIBRARIES

Using the SPARC Canadian Author Addendum to secure your rights as the author of a journal article

<http://www.carl-abrc.ca/projects/author/EngBrochure.pdf>

SCRUTINIZE THE PUBLICATION AGREEMENT

- **Read the publication agreement with great care.** Publishers' agreements (often titled "Copyright Transfer Agreement") have traditionally been used to transfer copyright or key use rights from author to publisher. They are written by publishers and may capture more of your rights than are necessary to publish the work. Ensuring the agreement is balanced and has a clear statement of your rights is up to you.
- **Publishing agreements are negotiable.** Publishers require only your permission to publish an article, not a wholesale transfer of copyright. Hold onto rights to make use of the work in ways that serve your needs and that promote education and research activities.
- **Value the copyright in your intellectual property.** A journal article is often the culmination of years of study, research, and hard work. The more the article is read and cited, the greater its value. But if you give away control in the copyright agreement, you may limit its use. Before transferring ownership of your intellectual output, understand the consequences and options.

A BALANCED APPROACH TO COPYRIGHT MANAGEMENT:

Authors

- Retain the rights you want
- Use and develop your own work without restriction
- Increase access for education and research
- Receive proper attribution when your work is used
- If you choose, deposit your work in an open online archive where it will be permanently and openly accessible

Publishers

- Obtain a non-exclusive right to publish and distribute a work and receive a financial return
- Receive proper attribution and citation as journal of first publication
- Migrate the work to future formats and include it in collections

WHAT IF THE PUBLISHER REJECTS THE AUTHOR ADDENDUM?

- Explain to the publisher why it is important for you to retain these rights in your own work.
- Ask the publisher to articulate why the license rights provided under the SPARC Canadian Author Addendum are insufficient to allow publication.
- Evaluate the adequacy of the publisher's response in light of the reasonable and growing need for authors to retain certain key rights to their works.
- Consider publishing with an organization that will facilitate the widest dissemination of their authors' works, to help them fulfill their personal and professional goals as scholars.

HOW TO USE THE SPARC CANADIAN AUTHOR ADDENDUM:

1. Complete the addendum at www.carl-abrc.ca/projects/author/author-e.html
2. Print a copy of the addendum and attach it to your publishing agreement.
3. Note in a cover letter to your publisher that you have included an addendum to the agreement.
4. Mail the addendum with your publishing agreement and a cover letter to your publisher.

The SPARC Canadian Author Addendum makes it easy for researchers to comply with emerging Research Funding Agency Access Policies.

See, for example, the Canadian Institutes of Health Research (CIHR) Policy on Access to Research Outputs <<http://www.cihr-irsc.gc.ca/e/32005.html>>.

"The SPARC Canadian Author Addendum allows researchers to have maximum impact and visibility for their publications — but they have the comfort level of knowing that they have retained important rights. The SPARC Canadian Author Addendum is a very welcome tool and CARL encourages authors to use it."

Carolynne Presser,
Chair, CARL Committee on
Scholarly Communication
Director of Libraries,
University of Manitoba
April 2007

Be a responsible steward of your intellectual property. Retain vital rights for you and your readers while authorizing publishing activities that benefit everyone by making scholarship more widely available.

CARL gratefully acknowledges the assistance and financial contribution of SPARC (the Scholarly Publishing & Academic Resources Coalition) in helping develop the SPARC Canadian Author Addendum. SPARC is online at www.arl.org/sparc. To learn more about emerging digital scholarship trends in various fields and about open access visit Create Change Canada at www.createchangecanada.ca.



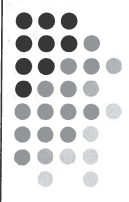
Canadian Association of Research Libraries
www.carl-abrc.ca
Morisset Hall, 65 University Private, Suite 238
Ottawa, Ontario, Canada, K1N 9A5
Tel.: +613-562-5385
Fax: +613-562-5297

Presentations for Faculty

**"Don't I Own My Own Work?"
Negotiating to Keep Your
Copyright**

**Intellectual Property in the Digital Age: The
Rights Stuff for Publishing and Teaching**
December 6, 2006


Amy Blum, Campus Counsel
Sharon E. Farb, UCLA Library



Intellectual Property in the Digital Age Series

Outline

1. Introductions
2. UC Policy on Copyright Ownership for Faculty
3. Exclusive Rights of Copyright Owners
4. Joint Ownership
5. Authors Rights
6. Negotiations with Publishers
7. Resources and Tools for Faculty Authors
8. Questions and discussion



Intellectual Property in the Digital Age Series

It all starts with the mission...



UC Policy on Copyright Ownership

- Section I.
- Preamble

- **"The creation of copyrighted works is one of the ways the University fulfills its mission of contributing to the body of knowledge for the public good. The University encourages the creation of original works of authorship and the free expression and exchange of ideas."**

- <http://www.universityofcalifornia.edu/copyright/systemwide/pcoi.html>

Intellectual Property in the Digital Age Series

- **Under copyright law, the creator of the original expression in a work is its author. The author is also the owner of copyright unless there is a written agreement by which the author assigns the copyright to another person or organization, such as a publisher.**

- See UC Policy on Copyright Ownership, section IV

Intellectual Property in the Digital Age Series

What exclusive rights does a copyright owner have?



- Make copies of the work
- Make derivative works based on the original work
- Distribute the work
- Perform the work publicly
- Display the work in a commercial setting

In the case of visual works, the author also has the right to:

- Claim authorship of the work (attribution)
- Prevent others from attributing distorted works to original author (integrity) The owner of a copyright may license these rights to others

Intellectual Property in the Digital Age Series

The 1992 Policy Framework



- "Copyright ownership resides with the originator of the work if it is:
 - **Scholarly/Aesthetic Work**, done by Faculty and designated academic employees.
 - **Personal Work**, which is a work developed by a University employee outside the scope of their University employment and without University resources.
 - **Student Work**"
- Copyrighted Works Created at the University of California
- <http://www.ucop.edu/ott/crworks.html#who>

Intellectual Property in the Digital Age Series

Joint Authors



- "Absent an agreement to the contrary, authors own the work jointly and equally. Each joint author, therefore, has the right to exercise any or all of the exclusive rights inherent in the joint work."

<http://www.universityofcalifornia.edu/copyright/ownership/html#b>

Intellectual Property in the Digital Age Series

- Copyrights can be bought, sold, willed to others, or given away. A transfer of the copyright or an exclusive grant or license to use the work is a transaction that must be conveyed in writing.



Intellectual Property in the Digital Age Series



- "A complete transfer of copyright to a publisher restricts a faculty member's right to use the work in future teaching and research. UC faculty members facing this situation should not hesitate to try to negotiate new terms."
- UC Policy on Copyright Ownership <http://www.universityofcalifornia.edu/copyright/ownership.html#b>

Intellectual Property in the Digital Age Series



Did You Know...

- If you sign over your copyright you could be required to ask permission to use your own work:
- To post on your website
- To contribute to your university's institutional repository
- To digitally archive your own work
- To share with others
- To allow others to use your work

Intellectual Property in the Digital Age Series

Digital *is* Different



- Copyright controls "copying" and "copies" of creative expression
- **Every use** in digital environment creates a "copy"
- **Every use** potentially implicated or controlled by copyright
- Libraries throughout time—mission provides long-term access and use of collections and dissemination of knowledge
- Faculty need to know their rights in order to manage and use their own intellectual property

Intellectual Property in the Digital Age Series

- 2003 ALPSP survey *What Authors Want* found that "61% of respondents thought that copyright should remain with the author, rather than being signed over to the publisher."



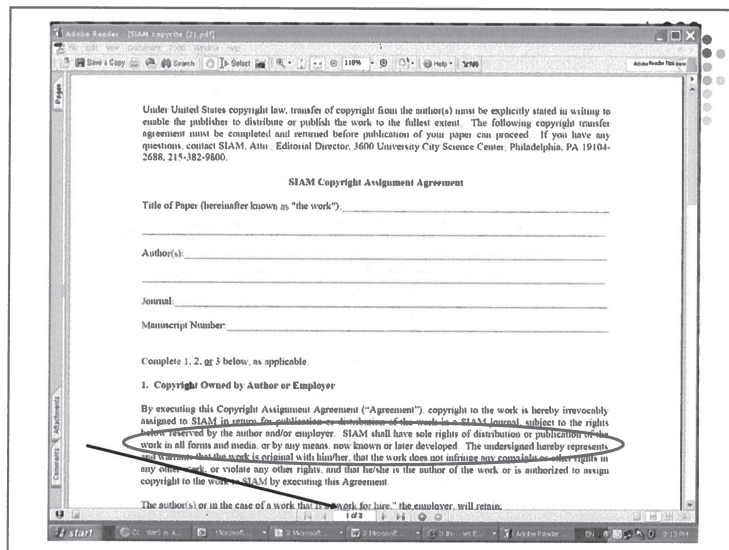
Association of Learned and Professional Society Publishers.
ALPSP Survey. *What Authors Want*. (2003)

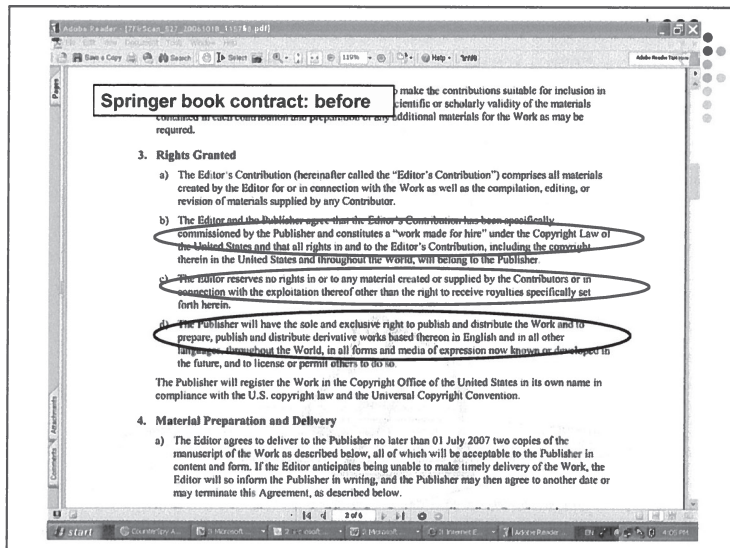
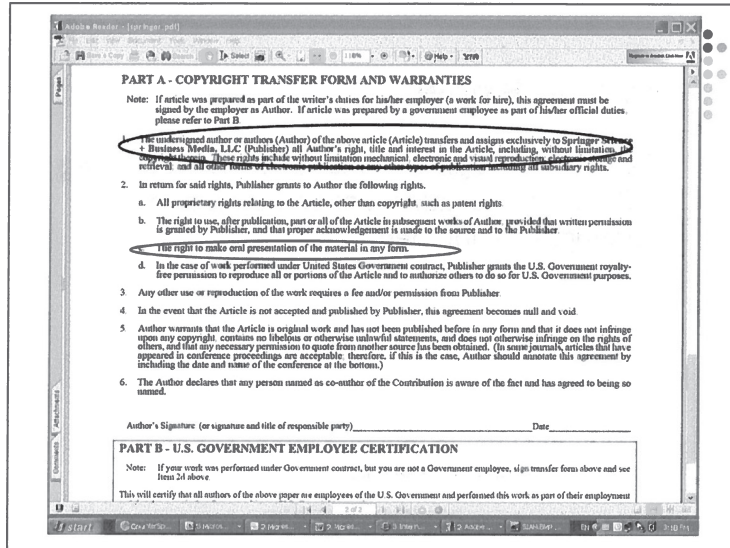
Intellectual Property in the Digital Age Series

Did You Know...

- 72 of the 80 agreements (90%) representing 94% of journal titles, asked authors for copyright assignment.
- Gadd, E., Oppenheim, C., Proberts, S. (2003). *An Analysis of Publishers' Copyright Agreements*.

Intellectual Property in the Digital Age Series



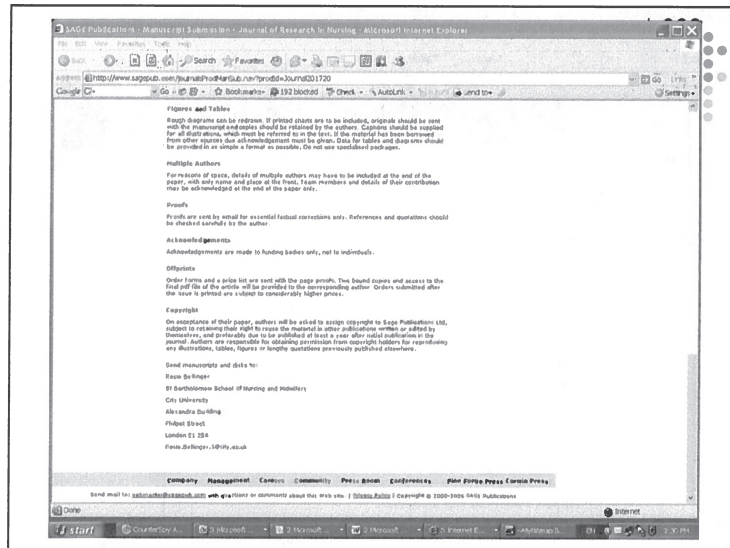


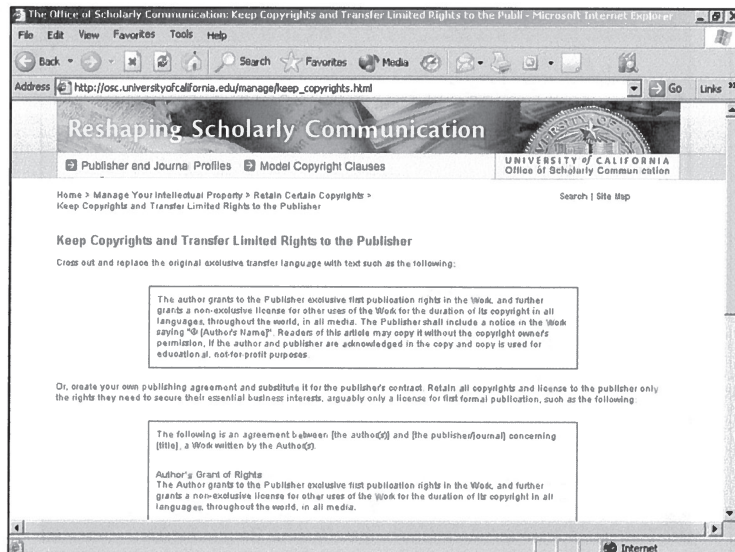
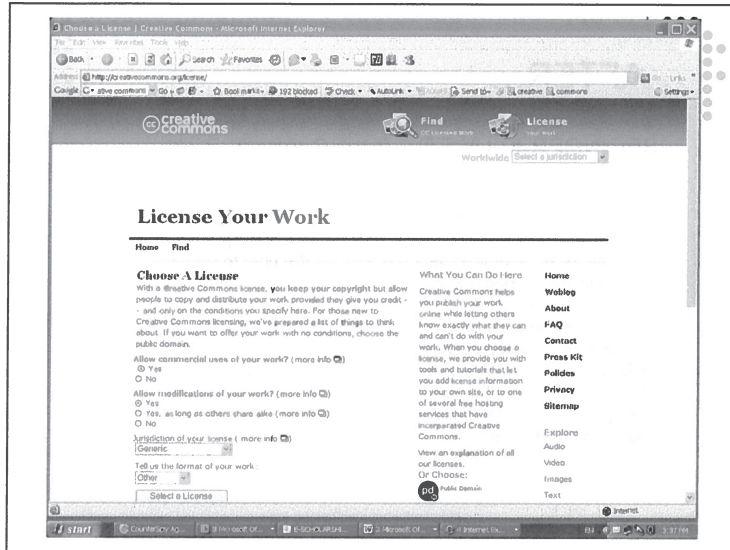
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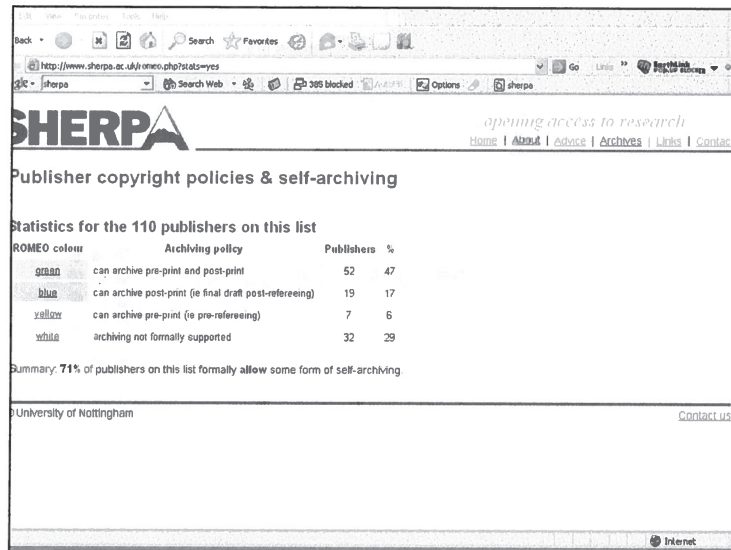
SPRINGER-KLUWER – Book Contract

"Author retains: (i) the rights to reproduce, distribute, perform, and display the Content in any University-related or personal medium for non-commercial purposes; (ii) the right to prepare derivative works from the Content; and (iii) the right to authorize others to make any non-commercial use of the Article so long as Author receives credit as author and the Publisher in which the Content has been published is cited as the source of first publication of the Content. For example, Author may make and distribute copies in the course of teaching and research and may post the Content following publication on personal or institutional Web sites."

Intellectual Property in the Digital Age Series



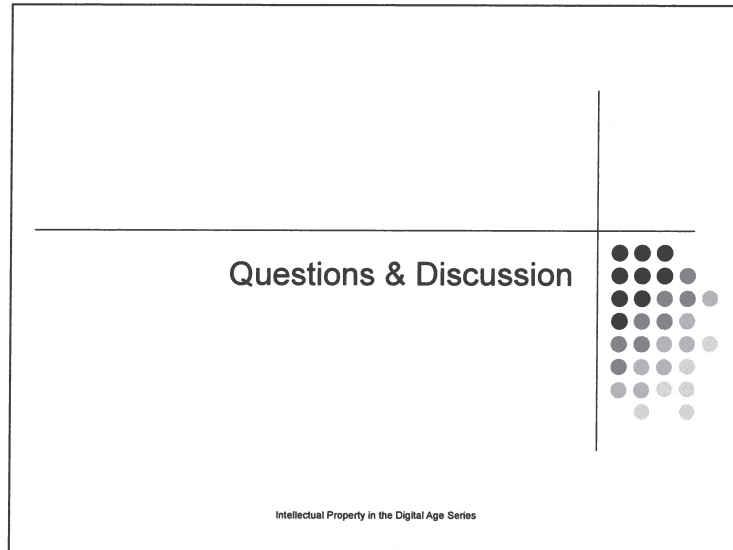




What You can Do

- Retain Your Copyright
- Discuss Authors Rights with your colleagues
- Negotiate with Publishers to retain control over scholarly communication.
- Contribute to the your university's institutional repository
- Support Open Access Journals

Intellectual Property in the Digital Age Series



5/21/09

**Making the Most of Your
Publications**

READING AND NEGOTIATING A COPYRIGHT TRANSFER
AGREEMENT WITH
WILEY & SONS AND THE
AMERICAN CHEMICAL SOCIETY

MARIANN BURRIGHT
BOB MICHAELSON
NORTHWESTERN UNIVERSITY
TUESDAY, FEBRUARY 17, 2009

Copyright Foundations

2

- Copyright Law (Title 17 U.S.C.) is based on Article 1, Section 8 of the U.S. Constitution:

“The Congress shall have Power... To promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries.”

Thursday, May 21, 2009

5/21/09

Before Signing a copyright transfer agreement

3

- **Anticipate future uses of your published work, will you want to:**
 - Link to the full-text from your department website (freely accessible to the world)
 - Upload to Blackboard for students to download and read
 - Deposit in a digital repository or archive ("self-archive")
 - Send copies to colleagues
 - Distribute at conferences
 - If your research is funded by NIH, deposit in PubMedCentral (mandated by law)
 - Translate it into another language for publication, republish in other formats, use it as basis to create other works

Thursday, May 21, 2009

Before Signing a copyright transfer agreement

4

- **Your exclusive rights as author are (17 U.S.C. 106):**
 - Reproduce
 - Distribute
 - Create derivative works
 - Display work publicly
 - Perform work publicly
 - Prevent circumvention of technological protections on digital works ("anti-circumvention", DMCA)

Thursday, May 21, 2009

5/21/09

Before Signing a Copyright Transfer Agreement

5

- Few points about copyright ownership
 - For works first published in the U.S., copyright protection lasts for life of the author + 70 years (for works created Jan 1, 1978 or after)
 - Work must be fixed in a tangible format to be protected by copyright law (it also has to be minimally creative and original)
 - Creator has exclusive rights to the work upon fixing it in tangible format
 - Rights to the work can be 'unbundled' upon transfer or assignment
 - For multi-authored works, joint authorship constitutes contribution of original expression and equal share to the copyright in a work as *tenants in common* (each person has equal right to possess whole work; each can grant a non-exclusive license to work, but must agree for full transfer of rights)
 - *Works for hire* apply to federal employees working in their scope of their employment whereby employer is copyright owner outright. *Works for hire* is not limited to government employees

Thursday, May 21, 2009

When Reading a copyright transfer agreement

6

- Your options:
 - Assign all rights to publisher by exclusive license:
 - ✦ You no longer have any control over your work
 - ✦ Least to your benefit and most to publisher's benefit
 - ✦ Requires no negotiation
 - Transfer some rights to publisher, retain others:
 - ✦ You retain control over some of your rights
 - ✦ Somewhat beneficial to you and to the scholarly community
 - ✦ Requires some negotiation
 - License your rights to the publisher:
 - ✦ You grant right of first publication to publisher, but retain all rights thereafter
 - ✦ Most beneficial to you and to the scholarly community
 - ✦ Requires most negotiation

Thursday, May 21, 2009

5/21/09

When Reading a copyright transfer agreement

7

- Consult publisher copyright policies:
- Sherpa/ Romeo site:
<http://www.sherpa.ac.uk/romeo/>
- Journal website for latest version of copyright transfer agreement form
- Directory of Open Access Journals for other options
<http://www.doaj.org/>

Thursday, May 21, 2009

Reading a copyright transfer agreement

8

- Wiley & Sons:
<http://www3.interscience.wiley.com/homepages/central/cta/UKscta.pdf>

Assuming you sign this agreement unamended, does it allow you to do the following?

- Post the full-text of your published article on your department website?
- Republish your article in a book?
- Upload your article to Blackboard?

Thursday, May 21, 2009

5/21/09

Reading a copyright transfer agreement

9

- **The American Chemical Society:**

http://pubs.acs.org/userimages/ContentEditor/1218205118705/interactive_copyright.pdf

Assuming you sign this agreement unamended, does it allow you to do the following?

- Send a copy to your colleagues?
- Post a version of the article on your web site?
- Republish your article in a book?

Thursday, May 21, 2009

When and how to negotiate?

10

- **When:**

- You anticipate future uses of your published work that are not provided in the agreement
- Your anticipated future uses of your published work may exceed a fair use defense against copyright infringement (systematic use)
- You simply want to retain full or most of your rights (the law is on your side!)

- **How:**

- Use an author addendum form
- Sign and date publisher agreement and include "Subject to Attached Addendum" on the publisher agreement form and your cover letter
- Send publisher signed originals and retain copies for your files

Thursday, May 21, 2009

5/21/09

Author Negotiation Tools

11

- **CIC Author Addendum:**

<http://www.northwestern.edu/provost/announce/cic.htm>

Key features:

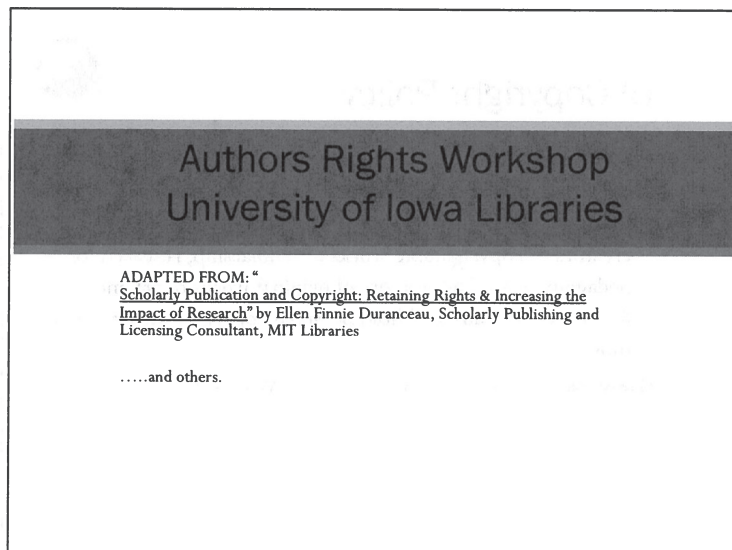
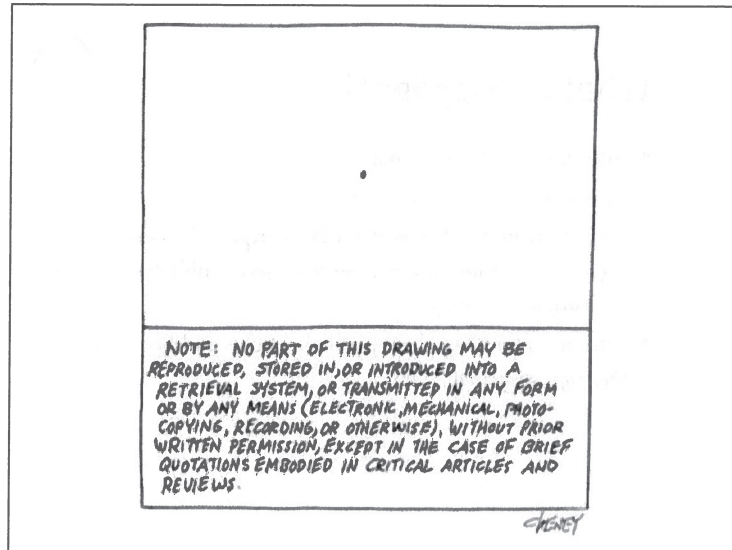
- Grants author non-exclusive rights to his/her work without limitations
- After six months from date of first publication, author has non-exclusive rights to work
- Author has non-exclusive rights to grant to Author's employing institution rights of reproduction, distribution, display, performance

Other addenda:

- Scholarly Publishing & Academic Resources Coalition (SPARC):
http://www.arl.org/sparc/bm~doc/Access-Reuse_Addendum.pdf
- SPARC/ Science Commons Scholar's Copyright Addendum Engine
<http://scholars.sciencecommons.org/>

Thursday, May 21, 2009

Presentations for Staff





What is copyright?

- Automatic © for original work
- Copyright - bundle of rights
 - (1) to *reproduce* the work; (2) to *prepare derivative works*;
 - (3) to *distribute* copies ; (4) to *perform* publicly; (5) and to *display* publicly;
- Authors own © to their journal articles and books, *unless they sign away their rights*



UI Copyright Policy

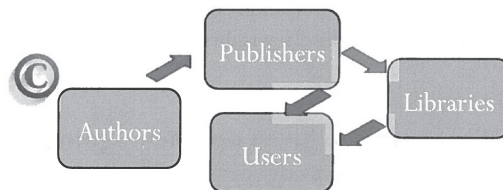
“Consistent with academic tradition and the expressed desire to encourage dissemination of the results of scholarship and research, the University agrees that in most cases, individual creators of copyrightable works of scholarship, research, or pedagogy, as well as creators of original works of art and literature, typically will hold personal copyright ownership of those works”.

(University of Iowa Operations Manual V-30.4(1))

Copyright and Author's Rights



- Faculty lose some or all rights for their own works in publishing agreements



Why do scholars publish?



- To make an impact and have an effect on our field
- To build a reputation
- To engage with other scholars
- To fulfill institutional expectations (get tenure, promotion, etc.)
- Professional advancement (another position, grants)
- To make money, become famous
- Others?

Copyright transfer agreements often ask you to transfer all of your rights!

“The Author(s) assigns to *Publisher* exclusive copyright and related rights in the Article, including the right to publish the Work in all forms and media including print and all other forms of electronic publication or any other types of publication including subsidiary rights in all languages.”

**What have you given up when signing
such an agreement?**

Copyright & Publication Process

- Author has exclusive rights until a written agreement is signed to transfer some or all of these rights.
- Author may give others a non-exclusive right to use the copyrighted work in a variety of ways, including through verbal agreement.
- Transfer of any **exclusive** right is truly exclusive—once transferred the author may no longer exercise that right.
- If author wants to make any further uses of the copyrighted work, or intends to grant others permission to make any use of the copyrighted work, the author must make this clear in a written transfer agreement.

Adapted from: <http://www.arl.org/sparc/author/copyrightintro.html>

Publisher does need some right

- A non-exclusive right to publish and distribute a work and receive a financial return
- Proper attribution and citation as journal of first publication
- Right to migrate the work to future formats

Why Retain Rights?

- Author may share research widely
 - Posting openly on the web
- Author will increase readership and citations
 - See <http://opcit.eprints.org/oacitation-biblio.html>
- Author may reuse their own work: teaching, research, publications, derivatives, updates



Why Retain Rights?

- Remove barriers to reuse and sharing.
- Can affect balance of power between publishers and readers/libraries:
 - Publishers receive both content and quality control at no cost, but then post large profits – up to 40%.
 - Academic libraries then purchase back this content, including that which may have originated with their own faculty.



What Rights to Retain?

- Use own work in teaching & scholarship.
 - Reproduction, performance, display.
- Distribute to students, colleagues.
- Use for presentations, later publications.
 - Importance of derivative works right.
- Authorize non-commercial uses of work.
- Deposit in open online archive or web site.

<http://www.lib.uiowa.edu/scholarly/impact.html>

Publication Agreements



- What is a publishing agreement?
- A contract between an author and publisher
- Outlines the terms and conditions on which a creative work is accepted for publication and made accessible.
- An important step in achieving a balance of rights and responsibilities.

JISC, “Partnering on Copyright”

Definitions



- **Pre-print** means a work before it has been peer-reviewed, edited or prepared for publication by the publisher.
- **Post-print** means a work in the form accepted for publication in which the author has incorporated into the text the outcome of peer review.
- The **definitive version (final version)** is the publisher’s version which includes further editorial refinement and preparations made by the publisher for producing the version for publication.

Definitions



- **First publication** is taken to mean first publication of an original article that has been through peer review, as opposed to any subsequent publication in a secondary medium.
- **Exclusive publishing right** means the exclusive right to reproduce and communicate to the public the whole or any part of an article, and to publish the same throughout the world in any format and in all languages for the full term of copyright.

Publication Agreements



Possible scenarios:

- Transfer all rights to publisher (historically most common)
- Transfer some rights to publisher but author retains others (e.g. for use in teaching, future publication, self-archiving; this is increasingly common)
- Allow author to retain rights but licenses certain exclusive rights to publisher (such as for first publication)
- Allow author to retain rights but grants certain non-exclusive rights to publisher

Publication Agreements: Negotiation

- At a minimum: cross out “exclusive” rights to the publisher, and change to “non-exclusive” rights on existing agreement
- Ideally: keep copyrights and transfer limited rights to the publisher (only “exclusive right to first publication”)
 - Add language to existing agreement
 - Use an authors addendum which grants additional rights concerning use

Publication Agreements Exercise

QUESTIONS:

- Can the author post pre-prints of their article?
- Can the author post a final, published version on a website or a repository? (if yes, are there any restrictions?)
- Does the author retain the right for republication or reuse of their work? (i.e. a derivative)
- Can the author reproduce the work for distribution in course teaching? (does this right extend to the institution, or only the author?)

NIH Policy Compliance



- Two options:
 - Amend the contract by adding the wording:
“Journal acknowledges that Author retains the right to provide a copy of the final manuscript to NIH, upon acceptance for Journal publication or thereafter, for public archiving in PubMed Central as soon as possible after publication by Journal.”
 - Use the UI’s Author Addendum

Author Addendum



- Counter-proposal to a publication agreement
- Frees authors from the need to create their own language
- Easy way to address author needs
- Increases awareness of author rights

UI Author's Addendum



1. The Author shall, without limitation, have the non-exclusive right to use, reproduce, distribute, and create derivative works including update, perform, and display publicly, the Article in electronic, digital or print form in connection with the Author's teaching, conference presentations, lectures, other scholarly works, and for all of Author's academic and professional activities.

UI Author's Addendum



2. After a period of six (6) months from the date of publication of the article, the Author shall also have all the non-exclusive rights necessary to make, or to authorize others to make, the final published version of the Article available in digital form over the Internet, including but not limited to a website under the control of the Author or the Author's employer or through digital repositories including, but not limited to, those maintained by CIC institutions, scholarly societies or funding agencies.

UI Author's Addendum

3. The Author further retains all non-exclusive rights necessary to grant to the Author's employing institution the non-exclusive right to use, reproduce, distribute, display, publicly perform, and make copies of the work in electronic, digital or in print form in connection with teaching, conference presentations, lectures, other scholarly works, and all academic and professional activities conducted at the Author's employing institution.

Addendum negotiation example

2. After a period of six (6) months from the date of publication, the Author shall also have all the non-exclusive rights necessary to make, or to authorize others to make, the final published version of the above-named section available in digital form on a non-commercial website under the control of the Author or the Author's employer, such as an institutional repository managed by the Author's employer.

Addendum negotiation example

3. After a period of three (3) years from the date of publication, the Author shall also have all the non-exclusive rights necessary to make, or to authorize others to make, the final published version of the above-named section available in digital form over the Internet, including but not limited to a website under the control of the Author or the Author's employer or through digital repositories including, but not limited to, those maintained by CIC institutions, scholarly societies or funding agencies.

 **creative commons**





- Elements of a CC license:
 - Attribution
 - Noncommercial
 - No derivative works
 - Share alike

[Licensing options](#) | [FAQ](#)

SHERPA <http://www.sherpa.ac.uk/>



- [RoMEO](#) - Publisher's copyright & archiving policies
 - **green** can archive pre-print and post-print
 - **blue** can archive post-print (ie final draft post-refereeing)
 - **yellow** can archive pre-print (ie pre-refereeing)
 - **white** archiving not formally supported
- [JULIET](#) - Research funders archiving mandates and guidelines
- [Publishers with Paid Options for Open Access](#)
- [Publishers Allowing use of their PDFs in Repositories](#)

If the publisher still says no...



- Consider publishing the work elsewhere.
- Consider publishing the work in an open access journal.
- Publish your work as planned with the original publisher.

The decision is entirely up to the author

What do we expect you to do?

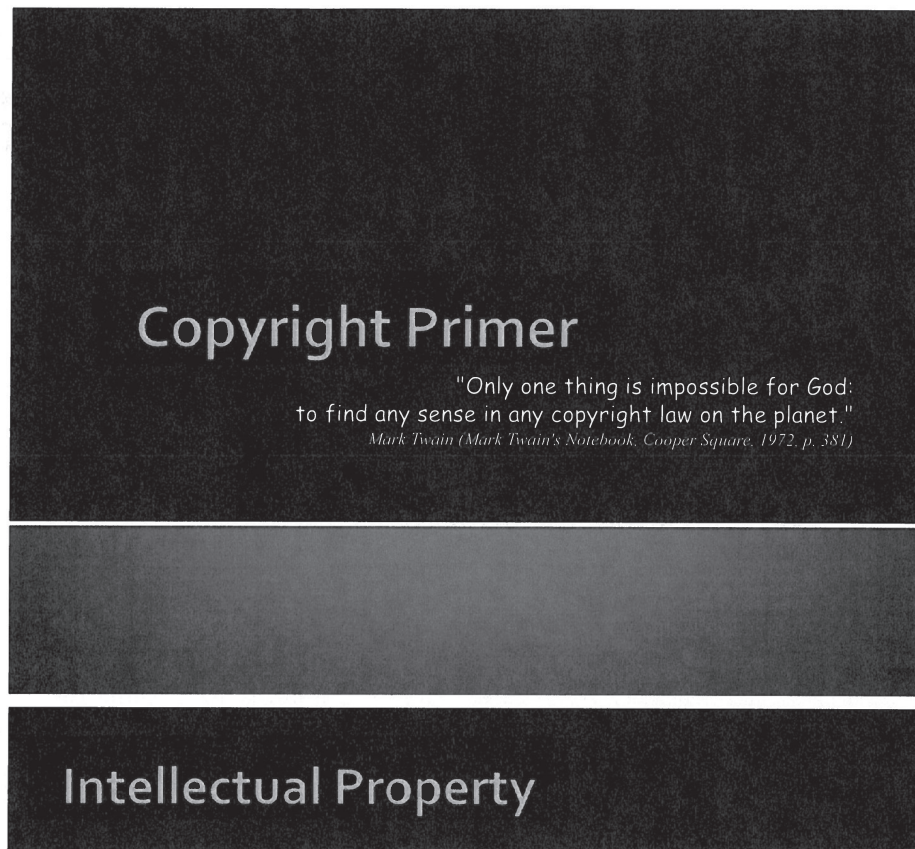


- Getting the attention of university authors won't be easy, but it's important to try.
- Some will be indifferent, some receptive but too busy to pay attention, some may already be modifying agreements normally, some may be open to persuasion.
- We are looking for "champions"—faculty who are already on board with managing their rights more effectively and friendly to open access and other alternative publishing models.
- We need your help to identify them. Please name names.

Scholarly Communication at UI



<http://www.lib.uiowa.edu/scholarly/>



- **Intellectual Property "IP" –**
 - **Industrial property:**
 - inventions (patents), trademarks, industrial designs, and geographic indications of source, licensing
 - **Copyright:**
 - original works of authorship, including literary, dramatic, musical, and artistic

This work is licensed under the Creative Commons Attribution-Noncommercial-Share Alike 3.0 United States License. To view a copy of this license, visit <http://creativecommons.org/licenses/by-nc-sa/3.0/us/> or send a letter to Creative Commons, 171 Second S

What is copyright?

In the United States, copyright law protects the authors of “original works of authorship, including literary, dramatic, musical, artistic, and certain other intellectual works.” This protection covers both published and unpublished works, regardless of the nationality or domicile of the author. It is unlawful for anyone to violate any of the rights provided by copyright law to the owner of a copyright.

Copyright Basics: Introduction. Copyright Clearance Center. <http://www.copyrightoncampus/basics/index.asp>. Accessed August 7, 2005.

A Constitutional Right

- **U.S. Constitution Section 8 – Clause 8**
promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries

How Is Copyright Obtained?

Automatic copyright

U.S. Copyright Office

<http://www.copyright.gov>

What is protected by copyright?

- Literary works and printed materials
- Dramatic works and accompanying music
- Photographs
- Musical works and accompanying works
- Artistic (pictorial, graphic, and sculptural) works
- Sound recordings
- Architectural works
- Software
- Content found on the Internet and Web Pages (including text and pictures)

What does copyright protect? Bundle of Rights

Reproduce - make copies of their works publicly or privately.

Adapt - prepare additional works derived from their copyrighted work.

Distribute - Disseminate copies of their works.

Perform - Perform their work publicly (at location open to the public or to persons other than close family and social acquaintance network) (does not include sound recordings).

Display - Display their work publicly (applies to all works except sound recordings and architectural works).

What can't you copyright?

- *Ideas (not fixed in a tangible medium)*
- *Facts (or research of facts)*
- *Words, names, slogans (may be protected by trademark law).*
- *Discovery methods*
- *Concepts*
- *Processes (patent law)*
- *Inventions (patent law)*
- *Governmental works*

Remember-

- It is the *expression* of ideas, facts, and research in a unique manner that may be copyrighted, **not** the ideas, facts, or research itself

Public Domain

- body of information and creativity considered to be part of a common cultural and intellectual heritage
- no person or other legal entity can establish or maintain proprietary interests

What is in the "Public Domain"?

- **Items thought to intrinsically belong to everyone and which can't be copyrighted**
- **Government documents and publications**
- **Formerly copyrighted works**
 - works which have lost their copyright
 - works whose copyrights were not renewed
 - works whose copyright term has expired
- **Works "granted" to the public domain**

Laws

- **Copyright Term Extension Act, 1998**
 - Adds 20 years to the duration of copyright
 - Life of author plus 70 years
 - Joint work – 70 years after last surviving author's death
 - Works made for hire – 95 years from year of first publication or 120 years from year of creation, whichever expires first

Shrinking Public Domain

- Extension Act effectively 'froze' the advancement date of the public domain in the United States
- Expansion of patent, trademark and other protections

Laws

U.S. Code Title 17 - Copyright Act of 1976

<http://lcweb.loc.gov/copyright/title17/>

- Section 107 – Fair Use
- Section 108 – Reproduction by libraries and archives
- Section 110 – Educational exemptions

Beyond Section 107: New Legislation Governing Use of Digital Content

- Digital Millennium Copyright Act (1998)
- The TEACH Act (2002)

The Challenges

- “Nobody really understands copyright”– Dealing with complexity, ambiguity and constant change
 - Fair Use
 - Orphan Works
- Faculty and researchers typically sign away all rights to their scholarship in exchange for publication

The Challenges

- Electronic content is frequently licensed, rather than purchased.
- Powerful commercial interests are working to influence national copyright laws and adopting “digital rights management” technology to lock up content

Copyright Vs. License

Uses Permitted under Copyright	Conditions Introduced by a License
Right to lend to the public	"Lending" of the materials may be tightly controlled; only "users" as defined in the license may use them
Right to quote and excerpt for commentary and criticism	Prohibitions against copying and/or nondisclosure requirements may require permission before quoting or excerpting
Right to display works in face-to-face teaching	No right to transmit electronically, therefore no use in distance learning
Right to make and distribute copies under fair use and for local and remote library patrons via interlibrary loan	License may prohibit distributing copies outside the institution; may eliminate public loans, disclosure, interlibrary loan
Character of use governed by fair use principles	Type of use may be restricted, for example, academic or non-commercial use only

For-profit publishing is not evil

- Publishers add value:
 - infrastructure and staff support
 - packaging
 - editorial control
 - marketing
 - production and distribution

- Publishers are entitled to earn money from these services.

- Publishers are entitled to hold **SOME** rights to the work.

Scholarly Communication: The Two Sides of Copyright David Flaxbart and Alexia Thompson-Young University of Texas Libraries

... but remember...

- Publishing costs are going down ...AND...

- Publishers get scholarly content and quality control (peer review) **at little or no cost**
 - yet subscription prices continue to rise

- Public Domain is shrinking

- Fair Use is under threat by legal attacks and whoever has the most money often wins

Scholarly Communication: The Two Sides of Copyright David Flaxbart and Alexia Thompson-Young University of Texas Libraries

... consequences....

- Commercial publishers are making record profits
- Some non-profit publishers are letting money trump scholarly missions
- Scholars face severe restrictions on
 - ACCESS to information
 - USE of information
- Very little scholarly or scientific information is freely available to the general public outside of library walls.

Scholarly Communication: The Two Sides of Copyright David Flaxbart and Alexia Thompson-Young University of Texas Libraries

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Copyright Stewardship: Retaining Rights

- Unbundle rights and retain some control over intellectual property
- Append the form available at www.ku.edu/~scholar/docs/KU_AUTHOR_Addendum.pdf

Retaining Rights

- Add the following language to a manuscript contract:

“Notwithstanding the above language, I reserve the right to use this work in my teaching and research, for my colleagues at the University of Kansas to use this work in their teaching and research, and I also reserve the right to place an electronic copy of this work on a publicly accessible web site.”

Self-Archiving

- Self-archiving by authors of scholarly papers and other scholarly work (datasets, tables, appendices)
 - Portions of the copyright are retained by authors, not transferred to publishers
 - No-fee access through disciplinary and institutional repositories
 - ArXiv.org e-print archive <<http://arxiv.org/>>
 - KU ScholarWorks <<https://kuscholarworks.ku.edu/>>

Self-Archiving

- Self-archiving of papers published in conventional journals is permitted by 135 of 172 scholarly publishers:
 - 78 publishers permit self-archiving of accepted pre-prints and PDF post-prints ("Green" publishers)
 - 42 publishers permit self-archiving of the corrected accepted manuscript but not the publisher's PDF ("Blue" publishers)
 - 15 publishers permit self-archiving only of pre-refereed manuscript ("Yellow" publishers)

Source: SHERPA/RoMEO (Securing a Hybrid Environment for Research Preservation and Access / Rights METadata for Open archiving), University of Nottingham:
<http://www.sherpa.ac.uk/romeo.php>

Other Options...

- Creative Commons Licensing
 - An alternative to copyright transfer
 - Defines explicitly which rights the author retains and which rights she grants to users (e.g., use, reproduction, creation of derivative works)

This work is licensed under the Creative Commons Attribution-Noncommercial-Share Alike 3.0 United States License. To view a copy of this license, visit <http://creativecommons.org/licenses/by-nc-sa/3.0/us/> or send a letter to Creative Commons, 171 Second S

eScholarship@McGill

What you need to know

Genevieve Gore
Coordinator, *eScholarship@McGill*
escholarship.library@mcgill.ca

Last updated: August 5, 2008

What we'll cover

- What is an institutional repository (IR)?
- How does deposit work at McGill?
- What are the benefits? Issues?
- Open access: What does it mean?
- Funders' policies

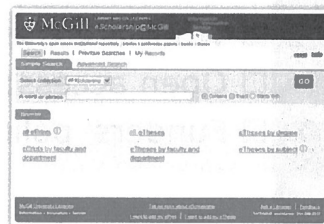
Why an institutional repository?

“At the most basic and fundamental level, an institutional repository is a recognition that the intellectual life and scholarship of our universities will increasingly be represented, documented, and shared in digital form, and that a primary responsibility of our universities is to exercise stewardship over these riches: both to make them available and to preserve them.” (Lynch, 2003)

Lynch, C. (2003) 'Institutional repositories: essential infrastructure for scholarship in a digital age'. ARL Bimonthly Report. 226,2. Available at <http://www.arl.org/resources/pubs/br/br226/br226ir.shtml>

The basics

- eScholarship@McGill is an institutional repository (IR)
- The service runs on DigiTool, an Ex Libris product
- Digital showcase designed to make McGill research freely available & discoverable



What are we putting in it?

□ ePrints

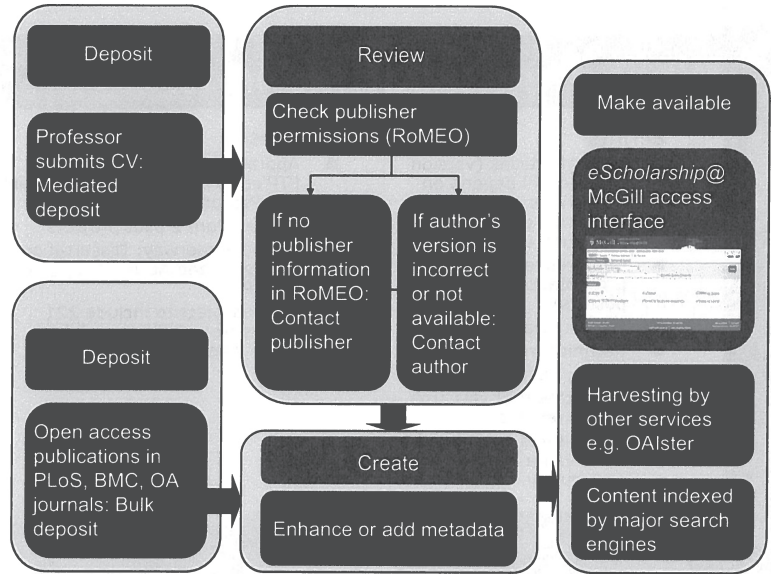
- Journal articles (version allowed will depend on publisher's policy: preprints, post-prints, or published versions)
- Conference items (e.g. presentations, papers, posters)
- Working papers
- Technical reports
- Books, chapters, sections
- Department or research centre reports
- Other items considered to be of value by an academic community

□ eTheses

- Approved for graduation and FTP'ed to DigiTool from Graduate and Postdoctoral Studies
- Theses from 2 pilot projects
- Project underway: Dissertation Archiving and Access Program (DAAP)
- Other project to include 221 theses from 2003 that did not make it to Proquest

Info for faculty about deposit

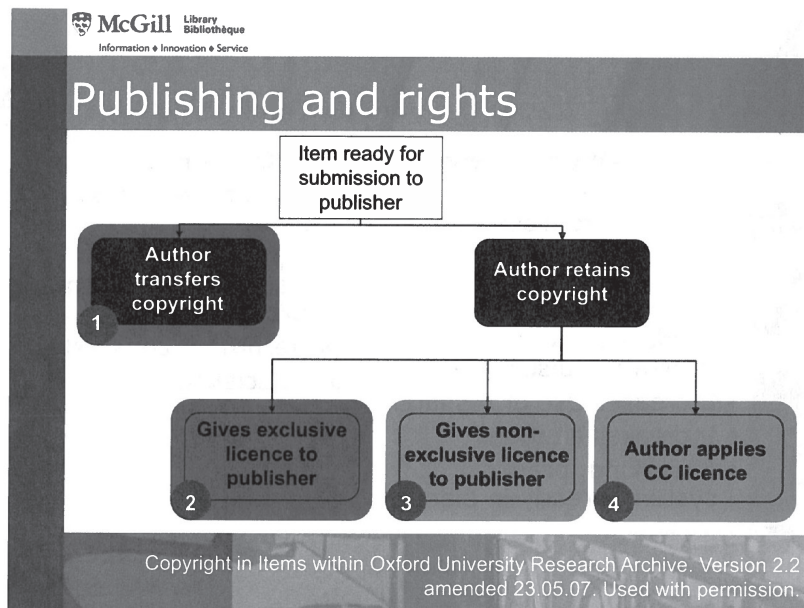
Current statement in brochure: To deposit your research, "send an email to escholarship.library@mcgill.ca granting permission for your papers to be submitted into the digital repository. To help staff source your research, include a list of publications from your curriculum vitae or links to any website documenting your scholarship."



Big issue: version(s) allowed in IR

- RoMEO database lists journal or publisher as green, blue, yellow, or white; not all journals are included in the database

	Green	Blue	Yellow	White
Preprints	✓	✗	✓	✗
Post-prints	✓	✓	✗	✗



-
- The section is titled "Author addenda" and features the McGill Library logo and the text "Information • Innovation • Service". It contains a list of three bullet points:
- Permit authors to request retention of rights (instead of signing standard publisher agreements)
 - More information:
 - <http://www.arl.org/sparc/author/>
 - <http://www.carl-abrc.ca/projects/author/author-e.html>
 - Publishers may not agree but may in response loosen their own agreements

Open access

What is Open Access?

- Articles and research outputs are freely available
- Increases potential readership by removing barriers to access and facilitating discovery
- Increases use of research
- Increases citations
- A working, practical system already in place

What OA is not

- Does not affect peer review
- Not proposed as a replacement for normal publication process
- Government censorship
- Junk science

Rumsey, Sally. Oxford University Research Archive (ORA): Training for Library Staff
Part 1. Available at http://www.ouls.ox.ac.uk/ora/ora_documents2
Used with permission.

Open access declarations

- Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities
- Budapest Open Access Initiative
- Bethesda Statement on Open-Access Publishing

"Open access" models

- Gold vs. green open access
 - Gold = publishing in open access journals
 - Green = self-archiving (includes IRs)
- Free vs. open open access
 - Our definition for practical purposes: free
- Institutional vs. central repositories
 - Examples of central repositories: PubMed Central, E-LIS, RePEC, arXiv

Funders' policies

- CIHR Policy on Access to Research Outputs in effect as of Jan. 1, 2008 (Canada)
- NIH mandate in effect as of April 7, 2008 (USA)
- SSHRC? NSERC? Expected to develop similar policies



Learn more about the

**NIH
Public Access
Policy**

IMPLEMENTATION

MANDATE TAKES
EFFECT APRIL 7


Updates

- Guidelines now available on website
- Brochure has been reprinted (copies available from Director's Office)
- Toolkit for liaison librarians now available

Readings

- Bailey Jr, C.W. (2005). The Role of Reference Librarians in Institutional Repositories. *Reference Services Review*, 33(3), 259-67.
- Bailey Jr, C.W. (2008). Institutional Repositories, Tout de Suite. Retrieved February 27, 2008 from <http://www.digital-scholarship.com/ts/irtoutsuite.pdf>
- Crow, R. (2002). The Case for Institutional Repositories: A SPARC Position Paper. Retrieved February 27, 2008 from http://www.arl.org/sparc/bm~doc/ir_final_release_102.pdf
- Gore, G. (2008). eScholarship@McGill Arrives! *Library Matters@McGill*, 4(1), 3. http://www.mcgill.ca/files/library-about/matters_08_01.pdf
- MacCallum, C.T. (2007). When Is Open Access Not Open Access? *PLoS Biology*, 5(10), e285. <http://dx.doi.org/10.1371/journal.pbio.0050285>
- Rosseel, T. (2007). Scholarly Communication Resources for Liaison Librarians. Retrieved February 27, 2008 from <http://hdl.handle.net/1892/3915>
- (2008). Versions Toolkit for Authors, Researchers and Repository Staff. Retrieved March 26, 2008 from http://www.lse.ac.uk/library/versions/VERSIONS_Toolkit_v1_final.pdf

Author Rights/Copyright Web Sites






ARIZONA STATE UNIVERSITY

All ASU Libraries ▾ My Accounts ▾ Hours ▾ ASU Libraries Catalog Research Databases Course Reserves ▾ Get Help ▾

ASU Libraries » Scholcomm » Scholarly Communication: Copyright

Scholarly Communication: Copyright

Ask a Librarian



Left ASU Libraries Menu

- About the Libraries
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 - Research Databases
 - Journal Title Lookup
- Books, CDs & DVDs
- Specialized Collections
- Services
 - For Faculty & Staff
 - For Students
 - For Visitors
 - Tutorials

Most likely, the copyright for your published articles is owned by journal publishers, not you. It is usually after your article is reviewed and accepted for publication that you are kindly asked to sign a standard agreement that gives all of your rights to the publisher. What it means is that you have to ask for permission to use your own work, as you would do with any other copyrighted material. If you don't have permission, your attempts to share your own work with colleagues and students, in print or electronic formats, may be infringing, depending on your contract with the publisher.

The "exclusive right to copy" refers to the right to reproduce your work (in any format), to distribute it (to colleagues via e-mail), to create derivative works based on it (publish another version in an edited volume), to display it publicly (on your website) or to perform it (as a play would be performed). These are only some examples of prohibited uses of your work, if you signed away all your rights to the publisher and you are not the copyright owner.

However, the law specifies exemptions to copyright that limit the exclusive control of the copyright owner under certain circumstances, so as not to stifle creativity. That is also why copyright is granted for a limited time only, and all works are free to use once they are in the public domain. Under conditions described in the TEACH Act, including classroom display of images or performance of works, copyrighted works can be used without asking for the copyright holder's permission. In other cases, the law permits certain types of infringements because of their positive value to society, such as use for criticism, comment, education and news reporting. The Fair Use Doctrine provides a defense to infringement in these cases, because seeking permission for such uses that promote culture and social life are unreasonable. As a teaching faculty, you are probably using your own or others' work in ways that either the Fair Use defense or the TEACH Act exemptions may apply.

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[Copyright @ Case](#)

Retain More of Your Copyrights When You Publish

For many years, it has been common practice in academe for authors to sign away all their [exclusive rights](#) to book and journal publishers. While Copyright Law has not changed, new negotiating styles with your publisher can help to bring about change and flexibility so you can retain some of your rights—yet still benefit both you and your publisher. Several documents here can help you prepare to negotiate your rights.

Author's Copyright Contract Addendum

Academic institutions have already begun to adopt an authors' addendum documents which can be attached to a publisher contract. This addendum is an agreement between you and your publisher that allows you to retain non-exclusive, specific rights for professional use—yet also allows the publisher to continue to publish and exercise similar rights for distribution and copies.

The addendum is an agreement with multiple benefits: for you, the institution, the publisher, and for print as well as digital uses. It gives the original author more flexibility in scholarly & related professional activities, including digital retention at the institutional level. In the spirit of agreement and practical rights for authors, if the publisher's contract and the author's addendum are in conflict, the addendum agreements will prevail.

Case has an [Author's Addendum](#) that can be used in negotiations with your publisher. Using the addendum can give you increased post-publication usage rights for your teaching, and also provide for inclusion of your work in [Digital Case](#), the university institutional repository. There are other examples of addendum agreements now appearing. One is the CIC Provosts (Committee on Institutional Cooperation) [Scholarly Communication Introduction](#) with an Author Contract Addendum supporting new copyright agreements. Also, Case is a member of [SPARC](#) (Scholarly Publishing & Academic Resources Coalition), developed in recent years by [ARL](#) (Association of Research Libraries) as a catalyst for change in scholarly communication and publication. SPARC has publishing news, author's [resources](#) and a helpful [brochure on Author's Rights](#), as well as an Author Addendum.

Other Initiatives for Alternative Copyrights

The [Creative Commons](#) has gained momentum in recent years, creating a way for creators to decide which rights they wish to retain and to make it easier to share and build upon the work of others—a key premise of federal copyright law. Creative Commons, founded in 2001, allows creators to assign varied copyright licenses to their works, and provides sample license agreements. In 2008, Creative Commons estimated that 130 million CC licenses were assigned to new works.

Check with your publishers, too. Publishers are also liberalizing their prior contracts, as noted in the Elsevier [announcement](#) that now allows web posting.



Transforming Scholarly Communication

Scholars taking control of the scholarly communication and publication system to maximize dissemination of research

Home	The Issues	Author Rights/Copyright	Increasing Impact	Publishing Models	What Faculty Can Do	Library Services	Resources
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Retaining Rights To Your Work

Information for University of Iowa Authors

Why retain 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](#)). 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."

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 (view [sample publication agreements](#))
- 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 Operations Manual](#) section 31 addresses when copyright belongs to the University.

Which rights to retain?

- **At a minimum: Transfer copyrights but reserve some rights:** Use techniques and language to modify the language of the publishing contract to transfer non-exclusive rights to the publisher.
- **Ideally: Keep copyrights and transfer limited rights to the publisher:** Use techniques and [sample publishing agreements](#) to transfer limited rights to the publisher.

How to retain rights?

- Check the [SHERPA/RoMEQ](#) 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 (view [sample agreements](#) for help)
- The [UI Author's Addendum \(pdf\)](#) 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 likely to be flexible about these rights?

- Publisher policies and agreements vary considerably. The [SHERPA/RoMEQ](#) 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 websites often vary from the terms of their actual agreements, so it is important to read the agreement itself.

UNIVERSITY OF IOWA

Retaining Rights to Your Work – Information for University of Iowa Authors

http://www.lib.uiowa.edu/scholarly/authors_rights.html

Where do I go with questions about these issues?

[Edward Shreeves](#), Associate University Librarian & Director, Collections and Scholarly Communication, 335-5867

[Karen Fischer](#), Collections Analysis & Planning Librarian, 335-8781

[Your Librarian](#) (deparmental liaisons)

[University of Iowa Office of the General Counsel](#), Deputy General Counsel [Grainne Martin](#), 319-335-2742.

Washington University in St. Louis

Scholarly Communications

Home > Copyright > Authors and Copyright

Authors and Copyright

- Background
- What Rights Should Authors Retain?
- How To Negotiate and Retain Rights
- How to Locate Publisher Copyright Policies
- Addenda for Authors
- What Should Authors Do if a Publisher Does Not Accept an Addendum?
- Becker Library and Danforth Campus Library Services

Authors and Copyright provides information on author rights and related resources to assist authors with management of their rights.

Background

The copyright law gives an author of a work a bundle of exclusive rights to do and authorize others to do the following with the work:

- To reproduce the work
- To distribute copies of the work to the public
- To prepare derivative works based on the work
- To display the work publicly
- To perform the work publicly

Under the traditional academic publication model an author typically transfers all copyright interests to a publisher. If authors relinquish all their copyright interests to the publisher, the author loses the ability to use his or her own work without permission from the publisher.

Because of advances in digital technology, many publishers offer authors options for management of their copyright with flexible use conditions that meet the needs of both parties. Authors no longer have to transfer all their rights in a single bundle in exchange for publication.

This document only addresses copyright, and not other rights the author might possess. For example, an article in the natural or physical sciences may disclose a patentable “invention.” If the author does not file a patent application within one year of publishing the article that discloses the invention, the author will not be able to obtain a patent on the invention. If you think an article you are writing might disclose a patentable invention, consult Cathy Sarli.

What Should Authors Do?

- Anticipate the ways you wish to reuse and disseminate your work
- Use a publisher that allows authors to retain certain rights or is willing to negotiate
- Review the publisher's copyright agreement form before signing to confirm that the anticipated uses and rights are noted on the form
- Attach an addendum if necessary, in order to retain rights
- Keep a record of all signed documents
- Comply with any publisher restrictions on use

What Rights Should Authors Retain?

Authors are encouraged to anticipate their future use of the work and retain any or all of the rights they may need to achieve their academic and professional goals. Authors may want to retain rights to do the following:

Over 8,000 journals allow authors to self-archive their work. Use the Romeo/eprints directory to locate a self-archiving policy by journal title.

- Make copies of the work for educational use, including class notes, study guides or electronic reserves
- Use part of the work as a basis for a future publication
- Send copies of the work to colleagues
- 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
- Deposit the work in an institutional or funding agency repository
- Post the work on a laboratory or institutional web site on a restricted network or publicly available network
- Include the work in future derivative works, including 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

Note: Authors who receive funding from agencies that have public access mandate policies must retain the right to comply with these policies. Examples of public access mandates are the NIH Public Access Policy and the Howard Hughes Medical Institute Policy on Public Access to Publications.

"Author's Rights," a 2-minute video produced by the Institute on Scholarly Communication, ARL, ACRL, and SPARC

Further Resources:

- Jonathan Band – "Publish and Perish? Protecting Your Copyrights from Your Publisher" (used with permission)

How To Negotiate and Retain Rights

First, it is important to determine what rights you want to retain to accomplish your academic and professional goals.

Second, review the publishing agreement presented by the publisher to determine the rights the publisher is seeking from the author. Since any transfer of copyright interests must be in writing, publishers often use very broad and expansive language to accomplish a transfer of copyright interests. You may need to negotiate with the publisher to assure that

your intended future use of the work is permissible under the publishing agreement. Publishers often post copyright policies on the internet; however, be sure that the agreement expressly contemplates the rights you seek to retain. A policy is not a binding agreement and can be changed at the discretion of the publisher.

In many cases the publisher or the Editor in Chief support the author's future intended use and are willing to negotiate author's rights. There are several methods to negotiate the terms of a

"Be a responsible steward of your intellectual property. Retain vital rights for you and your readers while authorizing publishing activities that benefit everyone by making scholarship more widely available."

—Scholarly Publishing and Academic Resources Coalition (SPARC)

publishing agreement.

1. Because publishers use form agreements and resist changes to its forms, it may be necessary to attach an addendum to the publishing agreement which expressly sets forth the rights retained by the author. See Addenda for Authors.
2. Some publishers allow authors to insert in the text of the agreement the rights they wish to retain. The following is an example:

"If there are any elements in this manuscript for which the author(s) hold and want to retain copyright, please specify:

_____"
[Physical Therapy, Journal of the American Physical
Therapy Association]

3. Some authors amend the publisher agreement form by crossing out the specific clauses that they do not agree with and inserting by hand the rights they wish to retain. Before doing so, review the publisher's agreement form to make sure that there is no clause like the following that would create a conflict within the agreement:

"SIGN HERE FOR COPYRIGHT TRANSFER: I hereby certify that I am authorized to sign this document either in my own right or as an agent for my employer, and have made no changes to the current valid document. . ."
[ACS Journal of Natural Products]

Any changes made directly on the form agreement must include the initials of the author and the initials of an authorized representative of the publisher, which are placed immediately adjacent to the handwritten or typewritten change. Any changes made and initialed by the author will have no legal effect without the approval of the publisher.

Further Resources:

- Phrases to Look for in Publication Agreements (PDF)

How to Locate Publisher Copyright Policies

Publishers' copyright policies are often located on the publishers' web sites under "Instructions for Authors" or "Copyright Information." Many publishers provide detailed information for

authors as to what uses are permitted under the publisher's copyright policy for a given journal. Keep in mind that some publishers have not updated their copyright agreement forms to correspond with the information posted on its web site. Authors are encouraged to carefully review the publisher copyright agreement before signing to confirm that the anticipated uses and rights or the rights retained by the author are expressly stated on the agreement form. If not, authors should seek clarification from the publisher before signing and seek a revision of the agreement. Publishers may send a new copyright agreement form or send an addendum.

If there is no information available on the publisher copyright agreement form or on the publisher's web site, contact the publisher or Editor in Chief of the journal to seek clarification. In many instances, publishers have not updated their web site content or the publisher copyright agreement form but are amenable to changes to the agreement to clarify the relative rights of each party. If the publisher is unwilling to work with you, consider locating an alternative publisher that would be willing to negotiate the terms of the copyright.

Definitions

- **Pre-print:** Manuscript as submitted by the author for peer review.
- **Post-print:** Manuscript that includes changes made by the author as a result of the peer review process.
- **Final Publisher Version:** The publishers' final version of the manuscript and is different from the post-print version, due to layout, pagination, location of graphics, etc.

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An addendum is an attachment to a contract or form that modifies, clarifies, or adds to the contract. There are a variety of addenda available for authors to use to retain rights that are not explicitly stated on the publisher copyright agreement form. If authors attach an addendum, add the statement "Subject to Attached Addendum" next to your signature on the publisher copyright agreement form.

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The Scholar's Copyright Addendum Engine created by Creative Commons allows authors to choose from four addenda which will automatically generate amendments to a publisher's copyright agreement for authors to retain certain rights to their work.

NIH Addendum Language

For authors who are required to comply with the NIH Public Access Policy, NIH provides suggested language to use as a means of retaining the right to comply:

"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."

NIH Addendum Form

- [Ready to use NIH Addendum Form](#) for authors who wish to retain the right to comply with the NIH Public Access Policy.

According to NIH:

"Authors own the original copyrights to materials they write. Consistent with individual arrangements with authors' employing institutions, authors often transfer some or all of these rights to the publisher when the journal agrees to publish their article. Some publishers may ask authors to transfer copyrights for a manuscript when it is first submitted to a journal for review. Authors should work with the publisher before any rights are transferred to ensure that all conditions of the NIH Public Access Policy can be met. Authors should avoid signing any agreements with publishers that do not allow the author to comply with the NIH Public Access Policy."

Authors are strongly encouraged to seek confirmation from publishers before submitting a manuscript for peer review to verify that a publisher will allow authors to retain the right to comply with the NIH Public Access Policy.

Further Resources:

- NIH Public Access Policy
- Washington University NIH Public Access Policy Information

Federal Funding Addendum

Some authors who receive non-NIH federal funding support may want to retain the right to submit their work to a government-sponsored digital repository or a subject-based repository or an institutional repository such as DSpace at Washington University Becker Medical Library.

“Journal acknowledges that Author retains the right to deposit a copy of the final manuscript (peer-reviewed version), upon acceptance of Journal publication, for public archiving in a government-sponsored digital repository or institutional repository as soon as possible but no later than 12 months after publication by Journal.”

Federal Funding Form

- Ready to use Federal Funding Form for authors who receive non-NIH federal funding support.

What Should Authors Do if a Publisher Does Not Accept an Addendum?

There are several options if a publisher does not accept an author’s addendum.

1. Contact the publisher or the Editor in Chief to find out why the addendum was rejected.
2. Find an alternative publisher that allows authors to retain rights as needed. Contact Cathy Sarli or Barbara Rehkop to find alternative publishers.
3. Negotiate with the publisher to resolve your differences.

Becker Library and Danforth Campus Libraries Services in Support of Author Rights

- Assist with author rights issues
- Review a copyright agreement form
- Provide contact information for publishers
- Contact journal publishers to obtain information/permission on your behalf
- Locate publisher copyright policies and stipulations
- Help authors comply with publisher stipulations
- Provide a Digital Object Identified number (DOI) for an article
- Advise authors on strategies to comply with the NIH Public Access Policy
- Provide a listing of peer-reviewed journals specific to your field of study that allow

authors to retain rights

- Submit your NIH-funded research article to PubMed Central on your behalf
- Group presentations on author rights and related issues at a location of your choice or at a WU Library
- Personal consultations on author rights and related issues at a location of your choice or at a WU Library

Have questions about author rights and your options? We can help you.

Contact your copyright liaison:

Becker Library: Cathy Sarli | Danforth Campus Libraries: Barbara Rehkop

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Comments or questions? Contact co-chairs Cathy Sarli or Ruth Lewis
Last updated 05/13/2009

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Seven Points to Understand About Copyright

1. U.S. copyright law establishes the exclusive rights of authors and other creators of original works.
2. Copyright is a bundle of rights. They can be transferred in their entirety by the author to a third party, such as a publisher, or the author can transfer only narrowly-tailored (e.g. non-exclusive) rights, or can instead license a third party to make specific uses of the work.
3. You do not have to surrender your copyrights when you publish, though it is traditional in academic publishing that publishers require the transfer of all copyrights as a condition of publication. They sometimes, but not always, then transfer certain rights back, such as the right to use the work in your classroom.
4. The transfer of copyrights to the publisher can lead to unintended consequences. For example, a course instructor may be unable to make copies of her own work to distribute to her students or colleagues without permission of the publisher/copyright owner.
5. The transfer of copyrights to the publisher also confers enormous market power on the publisher, as the exclusive owner of the rights to the scholar's work. This can be problematic when the interests and incentives of the publisher (e.g. profit and market share) diverge from the interests of the scholars and the University (e.g. the widest possible dissemination of the work).
6. By academic tradition and University of California policy, for most works created by faculty in the course of their teaching and research, copyrights belong to the faculty author. See the UC policy on copyright ownership and the policy on ownership of course materials.
7. It therefore falls to the faculty as individuals to manage the copyrights of their scholarly works in ways that foster academic goals.

For more in-depth information:

- [UC copyright](#): A resource for the University of California community
- [Copyright Management Center](#): Serves the Indiana University-Purdue University Indianapolis community for the management of copyright issues.
- [Create Change](#): Web site sponsored by the Association of Research Libraries
- [Copyright Management for Scholarship](#): Web site hosted by the SURF Foundation to support the Zwolle conferences on copyright ownership in higher education.

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SELECTED RESOURCES

BOOKS AND JOURNAL ARTICLES

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- Carroll, Michael W. *Complying with the NIH Public Access Policy: Copyright Considerations and Options*. A Joint SPARC/Science Commons/ARL White Paper, 2008. <http://www.arl.org/sparc/advocacy/nih/copyright.shtml>
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<http://www.arl.org/bm~doc/arl-br-258-copyright.pdf>

Suber, Peter. "Balancing Author and Publisher Rights." *SPARC Open Access Newsletter* 110 (2007).
<http://www.earlham.edu/~peters/fos/newsletter/06-02-07.htm>

Willinsky, John. *The Access Principle: The Case for Open Access to Research and Scholarship*. MIT Press, 2005.

WEB SITES

Author Rights/Copyright on Library Web sites

University of Michigan

<http://copyright.umich.edu/>

University of Minnesota

<http://www.lib.umn.edu/copyright/>

University of Massachusetts, Amherst

<http://guides.library.umass.edu/content.php?pid=11494&sid=174622>

Duke University

<http://library.duke.edu/blogs/scholcomm/2006/12/26/managing-copyright-in-your-own-work/>

Resources and Toolkits

Authors and Their Rights, Association of Research Libraries

<http://www.arl.org/pp/ppcopyright/author-rights-resources.shtml>

Copyright, Indiana University

<http://copyright.iu.edu/>

Copyright Basics, University of Michigan

<http://www.copyright.umich.edu/basics.html>

Copyright Crash Course, University of Texas

<http://copyright.lib.utexas.edu/>

Copyright Management for Scholarship, SURF/JISC

<http://copyright.surf.nl/copyright/>

Copyright Toolbox for Authors, SURF/JISC

<http://copyrighttoolbox.surf.nl/copyrighttoolbox/authors/>

Create Change

<http://www.createchange.org/change/>

Creative Commons

<http://creativecommons.org/>

Keep Your Copyrights, Columbia University

<http://keepyourcopyrights.org/>

Managing Copyright: A Scholarly Communication Issues & Outreach Toolkit, University of California

http://libraries.universityofcalifornia.edu//sco/toolkit_copyright.html

Publishing Resources, UCLA

<http://www.library.ucla.edu/service/12796.cfm>

Resources for Authors, SPARC

<http://www.arl.org/sparc/author/>

Liaison Tools/ Author's Rights Toolkit, University of Minnesota

<https://wiki.lib.umn.edu/ScholarlyCommunication/LiaisonTools>

Newsletters and Blogs

Copyright Advisory Network, American Library Association

<http://librarycopyright.net/wordpress/>

Issues in Scholarly Communication: News for the University of Illinois Community

<http://www.library.uiuc.edu/blog/scholcomm/>

Open Access News: News from the Open Access Movement

<http://www.earlham.edu/~peters/fos/fosblog.html>

Scholarly Communications@Duke

<http://library.duke.edu/blogs/scholcomm/>

The Scholarly Kitchen, Society for Scholarly Publishing

<http://scholarlykitchen.sspnet.org/>

Transitions: Scholarly Communication News for the UI Community

<http://blog.lib.uiowa.edu/scholcom/>

University of Tennessee Libraries

<http://www.lib.utk.edu/mt/weblogs/scholcomm/>

LINKS TO ADDITIONAL REPRESENTATIVE DOCUMENTS

Author Addenda and Licenses

Scholar's Copyright Addendum Engine, Science Commons
<http://scholars.sciencecommons.org/>

Choose a License, Creative Commons
<http://creativecommons.org/license/>

Presentations

Author's Rights Self-Player, University of Minnesota
<https://umconnect.umn.edu/umauthorsrights/>

Billings, Marilyn S. "How To Keep Your Author Rights (and Influence People)." Author Rights Science Faculty Colloquy. University of Massachusetts Amherst. Nov. 2007. http://works.bepress.com/marilyn_billings/11

Blum, Amy and Sharon E. Farb. "Don't I Own My Own Work?" Negotiating to Keep Your Copyright. UCLA Library presentation for faculty lunch series. February 7, 2008. <http://www.library.ucla.edu/images/FacultyAuthorsRights.ppt>

Dylan, Jesse. "A Shared Culture." Creative Commons.
<http://creativecommons.org/videos/a-shared-culture>

Hirtle, Peter. "Keeping Your Copyright for Content Producers." Cornell University. Spring 2007.
<http://hdl.handle.net/1813/3657>

Podcasts and Video Tutorials on Scholarly Publishing & Copyright, MIT
<http://info-libraries.mit.edu/scholarly/faculty-and-researchers/podcasts/>

Slide Presentations, Liaison Tools/Author's Rights Toolkit. University of Minnesota
<https://wiki.lib.umn.edu/ScholarlyCommunication/LiaisonTools>

Brochures and Handouts

Reusable Handouts & Brochures, University of California Libraries http://libraries.universityofcalifornia.edu//sco/toolkit_copyright.html#biblio

Author Rights, SPARC
http://www.arl.org/sparc/bm~doc/SPARC_AuthorRights2006.pdf

Note: All URLs accessed 4/19/09