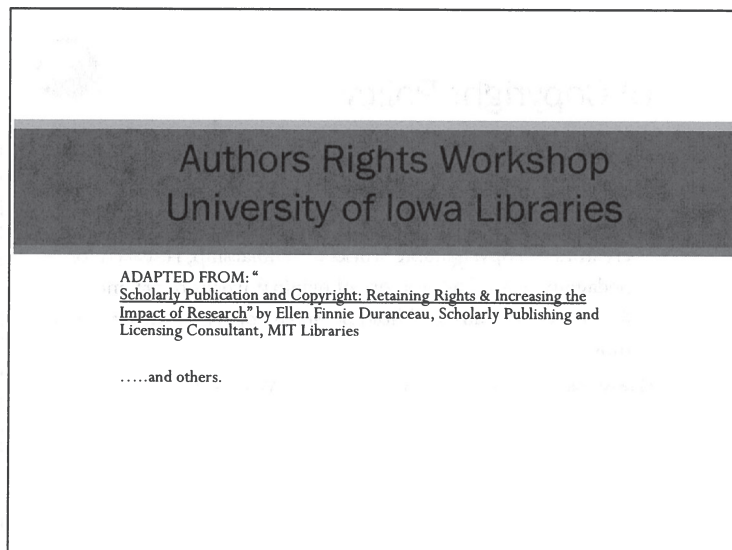
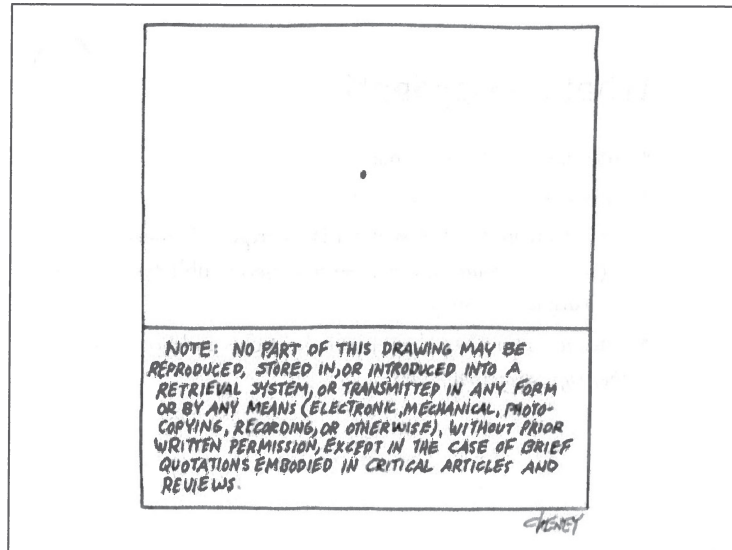


Presentations for Staff





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

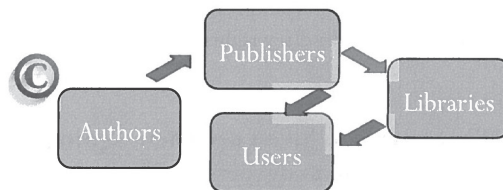
“Consistent with academic tradition and the expressed desire to encourage dissemination of the results of scholarship and research, the University agrees that in most cases, individual creators of copyrightable works of scholarship, research, or pedagogy, as well as creators of original works of art 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?

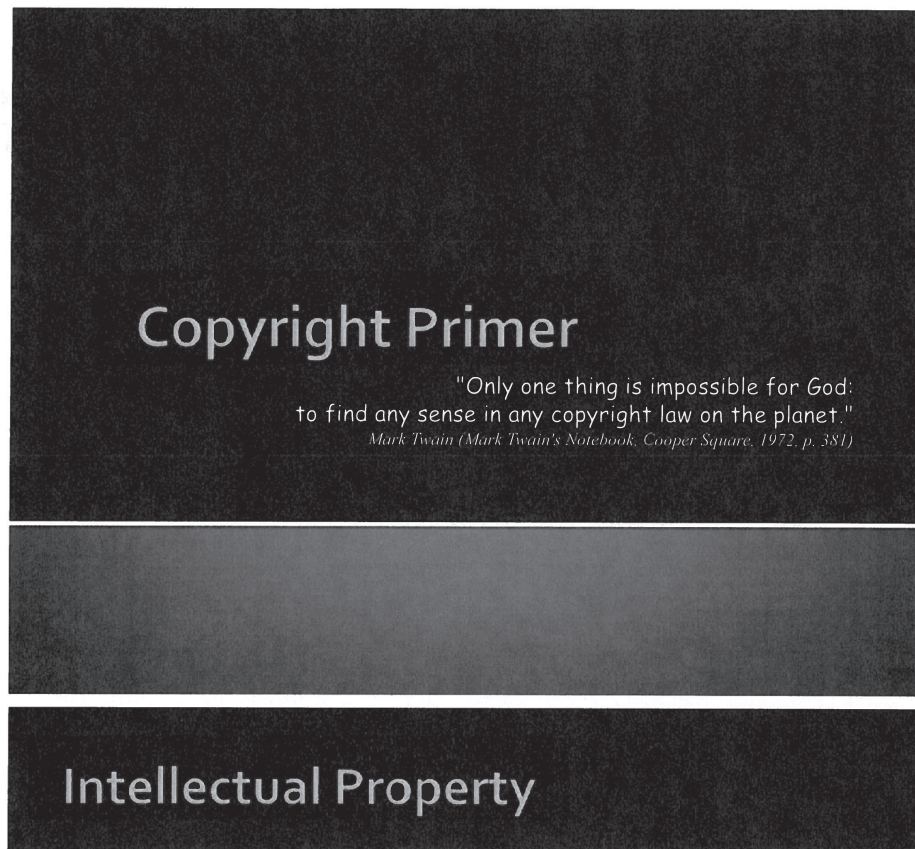


- Getting the attention of university authors won't be easy, but it's important to try.
- Some will be indifferent, some receptive but too busy to pay attention, some may already be modifying agreements normally, some may be open to persuasion.
- We are looking for “champions”—faculty who are already 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

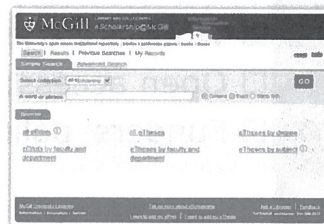
Why an institutional repository?

“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

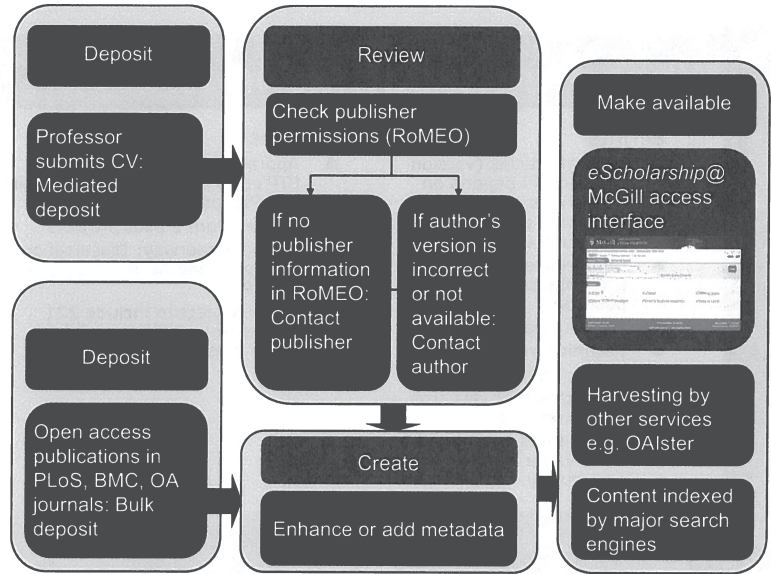
- Journal articles (version allowed will depend on publisher's policy: preprints, post-prints, or published versions)
- Conference items (e.g. presentations, papers, posters)
- Working papers
- Technical reports
- Books, chapters, sections
- Department or research centre reports
- Other items considered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

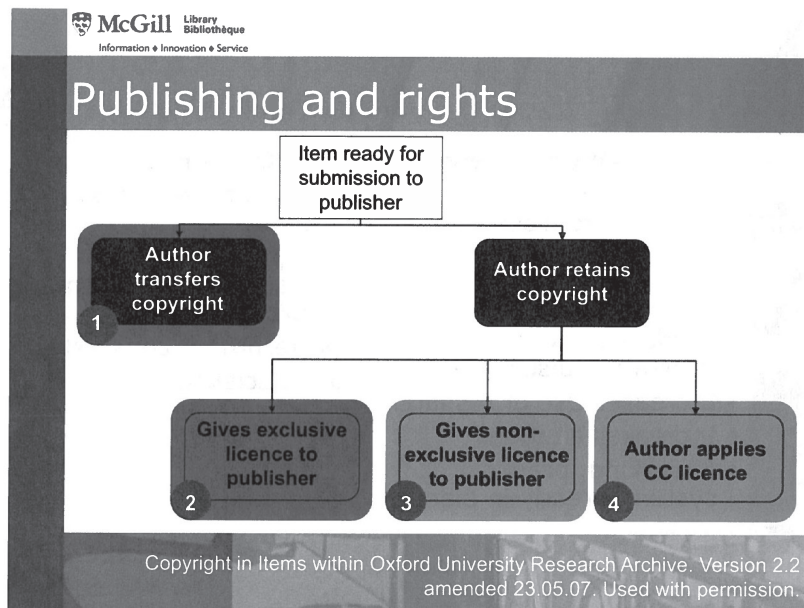
Current statement in brochure: To deposit your research, "send an email to escholarship.library@mcgill.ca granting permission for your papers to be submitted into the digital repository. To help staff source your research, include a list of publications from your curriculum vitae or links to any website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



McGill Library
Bibliothèque
Information • Innovation • Service

Author addenda

- 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