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\_\_\_\_\_

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\_\_\_\_\_  
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\_\_\_\_\_  
Date

\_\_\_\_\_  
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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)<sup>1</sup> 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 campuses<sup>2</sup> 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.

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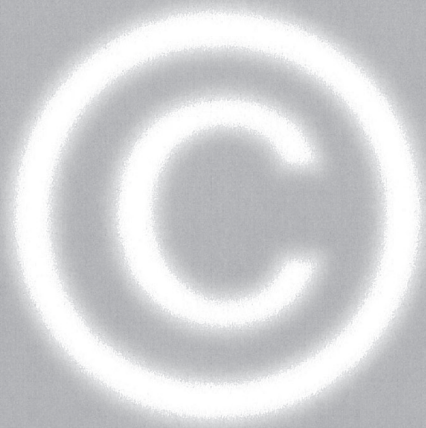


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See our [Privacy Policy](#).

## Brochures and Handouts

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Is copyright a little fuzzy?



**We can help you clear things up.**

Whether you're a professor, a student, a writer, a musician, a GSI, an editor, an artist or a lecturer, copyright is a part of your life.

Unfortunately, the law is complex and confusing. Protect your rights, and the rights of others; we'll show you how.

<http://copyright.umich.edu>

**WHY DO AUTHOR'S RIGHTS MATTER?**

The free flow of ideas is essential for scholarship. Improving global access to scholarly work serves the greater good of the scholarly community. Retaining your rights as an author is key to improving access to scholarly information—it puts you in control instead of your publisher.



**THE RISK OF RIGHTS TRANSFER: ONE SCHOLAR'S STORY**

Kenneth Crews, copyright officer at Columbia University, relates: "I had a situation in which a med school professor signed the standard agreement and transferred the copyright in his article to the publisher. All went well. Five years later, the same publisher included the article as a chapter in a book. The publisher had the legal right to do so, because the publisher held all rights. The author's concern? The article was five years old, but the book version conveyed the impression that the work was new. Because the subject was medicine, the article was already seriously out of date, and the author thoroughly embarrassed. The original publication agreement could have prevented this situation."

**BY RETAINING YOUR AUTHOR'S RIGHTS YOU CAN:**

- Control how your work is disseminated
- Increase the impact of your research and scholarship
- Share your work with colleagues and use it in the classroom without fear of legal action
- Contribute your work to an Open Access repository, such as the University's Digital Conservancy
- Keep the free and open exchange of scholarly ideas a priority for the 21st century

**SCHOLARLY COMMUNICATION COLLABORATIVE**

The Collaborative was constituted by the University of Minnesota Libraries to help educate faculty, staff, and emerging scholars with respect to the publication and dissemination of their scholarly work.

<http://www.lib.umn.edu/scholcom/>  
[scholcom@umn.edu](mailto:scholcom@umn.edu)



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**AUTHOR'S RIGHTS IN THE 21ST CENTURY:**

Protecting the Free and Open Exchange of Scholarly Ideas



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



# EXPANDING THE REACH OF YOUR RESEARCH

## WHAT RIGHTS DO I HAVE AS AN AUTHOR?

- To publish and distribute the work in print or other media (e.g., a website)
- To reproduce it (e.g., photocopy it)
- To prepare a translation or other derivative work
- To perform or display the work publicly
- To authorize others to exercise these rights



## Do I Have to Register Copyright?

No, copyright is automatic; however, registration with the U.S. Copyright Office does provide protection if enforcement issues arise. For more information, visit <http://www.copyright.gov/register/>

For the University of Minnesota's copyright resources, see <http://www.lib.umn.edu/copyright>

## 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.

## Get help

- Your Libraries liaison can help you
- identify author-friendly journals in your field
  - use the UM Author's Addendum to retain more of your rights
  - deposit your work in the open-access UM Digital Conservancy
  - learn more about new trends in scholarly communication and how they affect you.

**TRANSFORMING SCHOLARLY COMMUNICATION**  
Supporting growth of the scholarly communication and publication system to maximize the dissemination of research.

**EXPANDING THE REACH OF RESEARCH**  
Scholars at the University of Minnesota and elsewhere are transforming scholarly communication. We need our authors, editors, reviewers, and librarians to help us explore new models of publishing that expand the reach and impact of research.

**POINTS OF VIEW**  
We offer that published scientific research is made available to the public in order to support the University's Open Access requirements such as the *Journal of Open Access Research* and the *Journal of Open Access Research*.

**QUICK LINKS**  

- [Author's Addendum](#)
- [Background and Research Page](#)

**NEWS**  

- [New research indicates that research data and results by authors are more likely to be used when they are made available to the public](#)
- [New research indicates that research data and results by authors are more likely to be used when they are made available to the public](#)
- [Standard School of Education awards Open Access research](#)
- [Researchers embrace the use and reuse of digital data](#)

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



Last Updated Feb. 11, 2008

## Phrases to Look for in Publisher Copyright Agreement Forms

There is a wide range of rights that authors can opt to retain or those granted to authors by publishers. Some publishers allow for unrestricted dissemination of the work to colleagues, unlimited copies for personal use, posting of the final published version on an institutional website or subject repository, use a graph or chart for a future work, to comply with public access mandates, to name a few. However, some rights may come with stipulations for use of these rights, which vary among publishers. Some publishers will allow authors to use only the post-print version and not the publisher's final version, with instructions to link the post-print version to the publisher's final version. Other stipulations include noting the Digital Object Identifier number (DOI) to the final published version of the work, adding a statement as provided by the publisher, imposing an embargo period before an author can reuse the work, a limit on the number of times a work can be sent to colleagues, or a limit on the number of copies that can be made for classroom use.

Authors are strongly encouraged to carefully review the copyright agreement form before signing to confirm that the rights the author wishes to retain or the rights granted by the publisher are noted on the form. If not, authors should seek clarification from the publisher before signing. In addition, authors should be aware of any stipulations that are required to be followed.

Following are examples of rights and stipulations as found (current as of December 2007) in various copyright agreement forms:

### **Does the publisher allow the author to retain patent and trademark rights?**

*Journal recognizes the retention of the right by the author to patent and trademark rights and rights to any process or procedure described in the article. [Japanese Journal of Ophthalmology]*

### **Does the publisher state a specific number of times that a work can be sent to colleagues?**

*The undersigned author and all coauthors retain the right to revise, adapt, prepare derivative works, present orally, or distribute or transmit to not more than 50 colleagues, their own paper. [ACS Journal of Natural Products]*

### **Does the publisher allow the author to self-archive their work?**

*An author may self-archive an author-created version of his/her own website and his/her institution's repository, including his/her final version; however he/she may not use the publisher's PDF version . . . Furthermore, the author may only post his/her version provided acknowledgement is given to the original source of publication and a link is inserted to the published article on the publisher's website. [Springer]*

### **Does the publisher allow the author to post the work on a laboratory or institutional website on a secure network?**

*The right to post the article on a secure network within your employers or institution's network. [Journal of Applied Research]*

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*Posting on of the article on a secure network within the author's institution is accepted.*  
[Journal of the American College of Surgeons]

**Does the publisher allow the author to post the work on a laboratory or institutional website on a publicly available network?**

*An author may self-archive an author-created version of his/her own website and his/her institution's repository, including his/her final version; however he/she may not use the publisher's PDF version . . . Furthermore, the author may only post his/her version provided acknowledgement is given to the original source of publication and a link is inserted to the published article on the publisher's website.* [Springer]

*Posting of the article as published on a public server can only be done with specific written permission.* [Journal of Applied Research]

**Does the publisher limit what the author can post on a laboratory or institutional website?**

*Authors/employers may post the title of the paper, abstract, tables, and figures of their own papers on their own Web sites, and include these items in their own scholarly, research paper.* [ACS Journal of Natural Products]

**Does the publisher specify an embargo period before the author can post the work to a public repository?**

*The corresponding author is permitted to submit the final accepted file provided them by ARVO to government depositories. ARVO requests that authors delay the public release of their articles until 12 months after the official publication date.* [Investigative Ophthalmology and Visual Science]

*Authors are encouraged to submit the author's version of the accepted paper (the unedited manuscript) to PubMed Central or other appropriate funding body's archive, for public release six months after publication. In addition, authors are encouraged to archive this version of the manuscript in their institution's repositories and, if they wish, on their personal websites, also six months after the original publication. In all these cases, authors should cite the publication reference and DOI number on any deposited version, and provide a link from it to the URL of the published article on the journal's website.* [Nature]

**Does the publisher allow use of the work for classroom purposes?**

*The right to reproduce, have reproduced, revise, adapt, prepare derivative works, present orally, or distribute the paper for such purposes as teaching (including multiple copies for classroom use), scholarship or research.* [American Chemical Society]

*The right to photocopy or make single electronic copies of the article for personal use, including for their own classroom use, provided these copies are not offered for sale and are*

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*not distributed in a systematic way outside of employing institution.* [Journal of Applied Research]

**Does the publisher allow for oral presentation rights?**

*Retain oral presentation rights.* [Haworth Press]

*The right to reproduce, have reproduced, revise, adapt, prepare derivative works, present orally, or distribute the paper for such purposes as teaching (including multiple copies for classroom use), scholarship or research.* [American Chemical Society]

**Does the publisher allow for use in a coursepack?**

*The right to include the contribution in a compilation for classroom use (course packs) to be distributed to students at the Contributor's institution free of charge or to be stored in electronic format in datarooms for access by students at the Contributor's institution as part of their course work (sometimes called "electronic reserve rooms").* [Interscience/Wiley]

**Does the publisher allow for Electronic Reserves use?**

*The right to be stored in electronic format in datarooms for access by students at the Contributor's institution as part of their course work (sometimes called "electronic reserve rooms").* [Interscience/Wiley]

**Does the publisher assign a word limit for reuse of the work?**

*The right to use selected figures and tables, and selected text (up to 250 words) from the Contribution, for the Contributor's own teaching purposes, or for incorporation within another work by the Contributor that is made part of an edited work published by a third party, or for presentation in electronic format on an internal computer network or external website of the Contributor or the Contributor's employer.* [Wiley]

**Does the publisher allow the work to be expanded into a book form or a book chapter?**

*The right to republish, without charge, in print format all or part of the material from the published Contribution in a book written or edited by the Contributor.* [Interscience/Wiley]

**Does the publisher allow the work to be included in a thesis or dissertation?**

*The right to include an article in a thesis or dissertation that is not to be published commercially, provided that acknowledgement to prior publication . . . is made explicit.* [Taylor and Francis]

*The right to include the journal article, in full or in part, in a thesis or dissertation.* [Elsevier]

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**Does the publisher allow the work to be presented at a conference or meeting and to distribute print copies to attendees?**

*The right to present an article at a meeting or conference and to distribute printed copies of the Article to the delegates attending the meeting provided that this is not for commercial purposes and provided that acknowledgement to prior publication. . . is made explicit.*  
[Taylor and Francis]

*The right to present the article at a meeting or conference and to hand copies of the paper to the delegates attending the conference.* [Journal of Applied Research]

**Does the publisher allow the work to be reused in a compilation of the author's works?**

*You may use all or part of the accepted version of the Article and abstract, without revision or modification, in personal compilations or other publications of your own work.*  
[Blackwell]

*The right, subsequent to publication, to use this article or any part thereof free of charge in a printed compilation of works of their own, such as collected writings or lecture notes.*  
[Journal of Applied Research]

**Does the publisher require permission to be obtained in order to reproduce any text, tables, figures or illustrations?**

*To reproduce any text, figures, tables, or illustrations from this Work in future works of their own, the authors must obtain written permission from Lippincott Williams & Wilkins (LWW); such permission cannot be unreasonably withheld by LWW.* [Laryngoscope]

**Does the publisher allow authors to comply with the NIH Public Access Policy?**

*The corresponding author is permitted to submit the final accepted file provided them by ARVO to government depositories. ARVO requests that authors delay the public release of their articles until 12 months after the official publication date.* [Investigative Ophthalmology and Visual Science]

*Authors are encouraged to submit the author's version of the accepted paper (the unedited manuscript) to PubMed Central or other appropriate funding body's archive, for public release six months after publication. In addition, authors are encouraged to archive this version of the manuscript in their institution's repositories and, if they wish, on their personal websites, also six months after the original publication. In all these cases, authors should cite the publication reference and DOI number on any deposited version, and provide a link from it to the URL of the published article on the journal's website.* [Nature]

*Through The American Journal of Pathology's affiliation with PubMed Central, articles that arise from NIH-funded research and that are properly attributed as such will be deposited in PubMed Central's repository by the Journal, in accordance with NIH's Public Access to Research Initiative, to be made available to the public six months after final print publication. Authors therefore should not complete a separate deposit of their material but*

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*will be contacted by PubMed Central for grant verification once the manuscript has been received by the NLM submission system. [American Journal of Pathology]*

**Does the publisher require the author to provide a link to the original manuscript on the publisher's web site along with acknowledgement to the location of the original manuscript?**

*An author may self-archive an author-created version of his/her own website and his/her institution's repository, including his/her final version; however he/she may not use the publisher's PDF version. . . Furthermore, the author may only post his/her version provided acknowledgement is given to the original source of publication and a link is inserted to the published article on the publisher's website. [Springer]*

*All copies, paper or electronic, or other use of the information must include an indication of the journal's copyright ownership, and a full citation of the journal source and of the publisher. [Japanese Journal of Ophthalmology]*

*Authors are encouraged to submit the author's version of the accepted paper (the unedited manuscript) to PubMed Central or other appropriate funding body's archive, for public release six months after publication. In addition, authors are encouraged to archive this version of the manuscript in their institution's repositories and, if they wish, on their personal websites, also six months after the original publication. In all these cases, authors should cite the publication reference and DOI number on any deposited version, and provide a link from it to the URL of the published article on the journal's website. [Nature]*

**What rights are transferred to the publisher?**

*In consideration of the action of the American Medical Association (AMA) in reviewing and editing this submission (manuscript, tables, figures, video, audio, and other supplemental files for publication), I hereby transfer, assign, or otherwise convey all copyright ownership, including any and all rights incidental thereto, exclusively to the AMA, in the event that such work is published by the AMA. [AMA journals]*

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*In consideration of Mayo Clinic Proceedings taking action in reviewing and editing this submission, the author undersigned hereby transfers or otherwise conveys all copyright ownership to Mayo Foundation in the event that such work is published by Mayo Clinic Proceedings. [Mayo Clinic Proceedings]*

# 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>

Canadian Association of Research Libraries



CARL ABRC

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

SPARC®



November 2008

### THE SPARC CANADIAN AUTHOR ADDENDUM

Your article has been accepted for publication in a journal and, like your colleagues, you want it to have the widest possible distribution and impact in the scholarly community. In the past, this required print publication. Today you have other options, like online archiving, but the publication agreement you'll likely encounter will actually prevent broad distribution of your work.

You would never knowingly keep your research from a readership that could benefit from it, but signing a restrictive publication agreement limits your scholarly universe and lessens your impact as an author.

**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](http://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](http://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](http://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](http://www.createchangecanada.ca).



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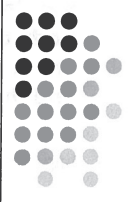
## Presentations for Faculty

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

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**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

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### 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>

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## 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>

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- 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

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- 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."



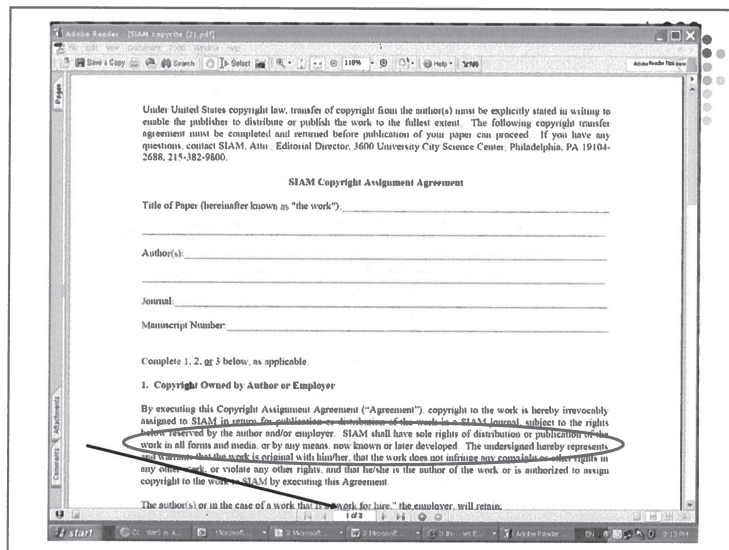
Association of Learned and Professional Society Publishers.  
ALPSP Survey. *What Authors Want*. (2003)

Intellectual Property in the Digital Age Series

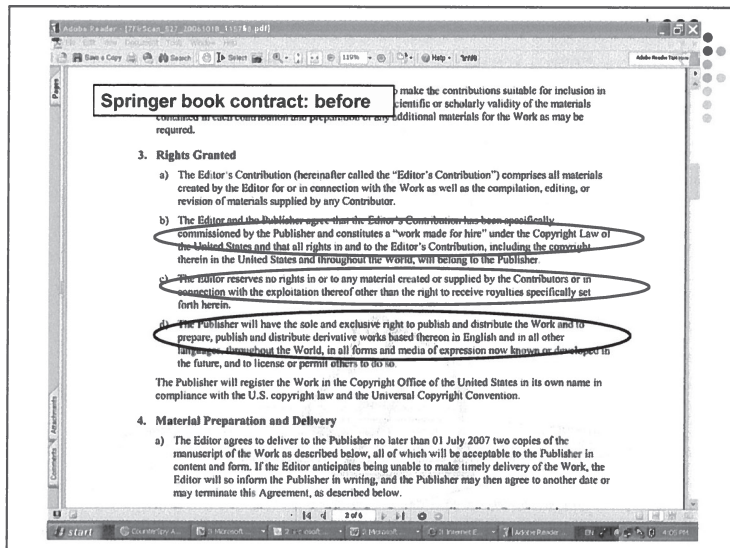
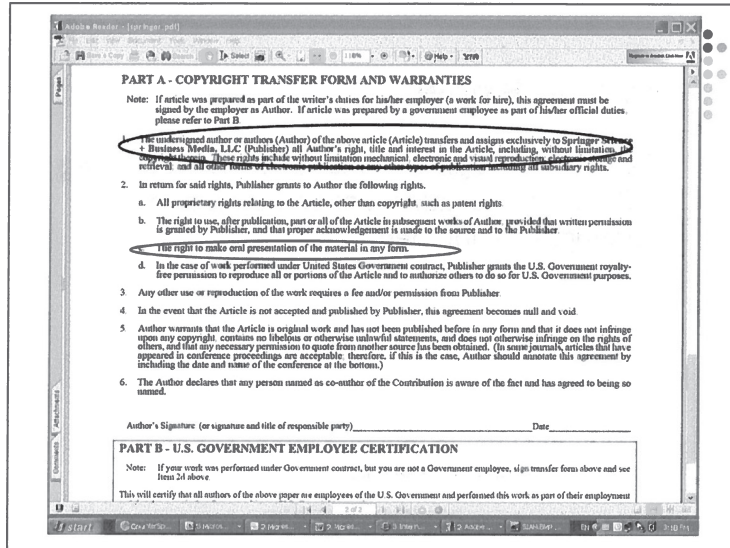
## Did You Know...

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

Intellectual Property in the Digital Age Series





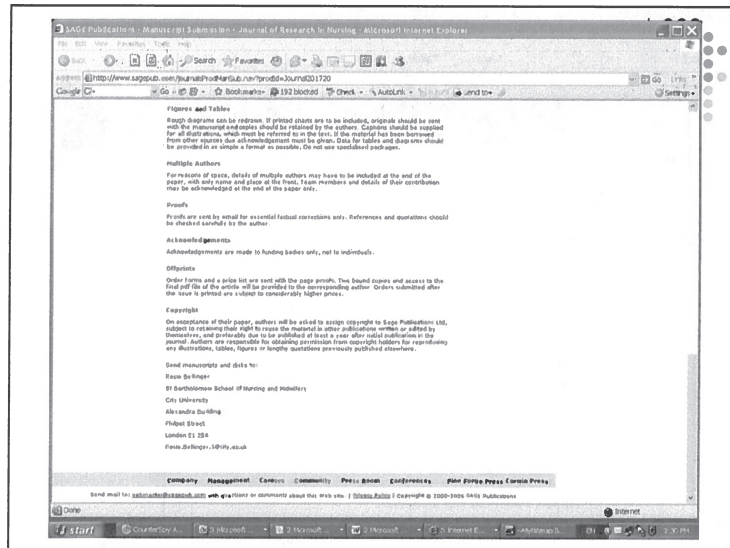


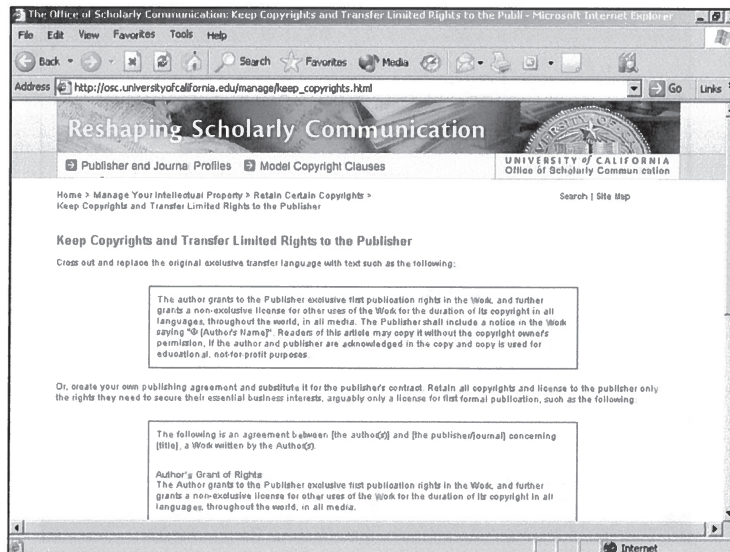
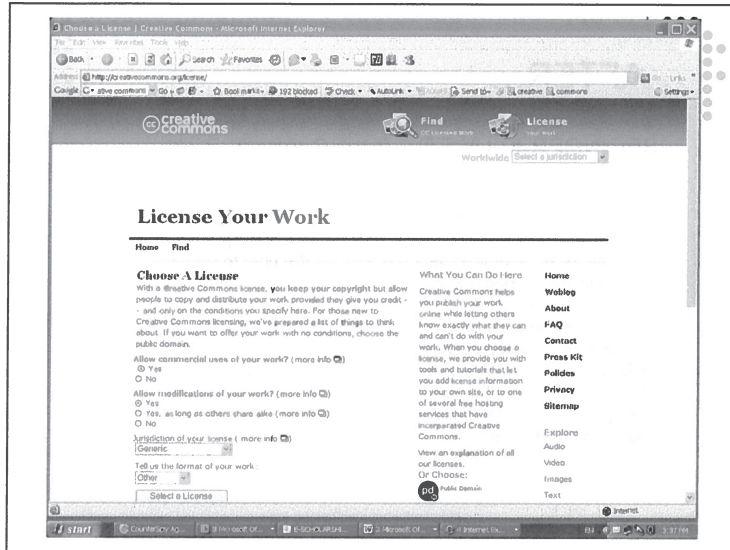
## AFTER...

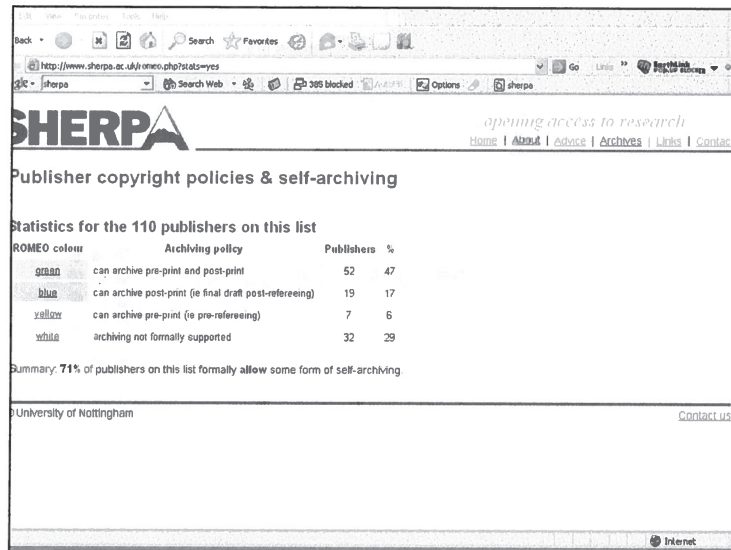
### SPRINGER-KLUWER – Book Contract

"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



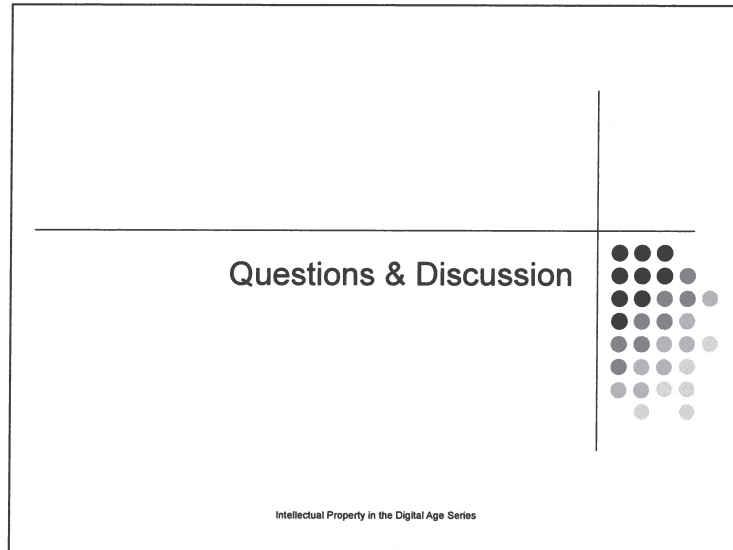




## What You can Do

- 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**

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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

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- 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

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### 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/>

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### 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?

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## Reading a copyright transfer agreement

9

- **The American Chemical Society:**

[http://pubs.acs.org/userimages/ContentEditor/1218205118705/interactive\\_copyright.pdf](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?

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## When and how to negotiate?

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- **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

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## Author Negotiation Tools

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- **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

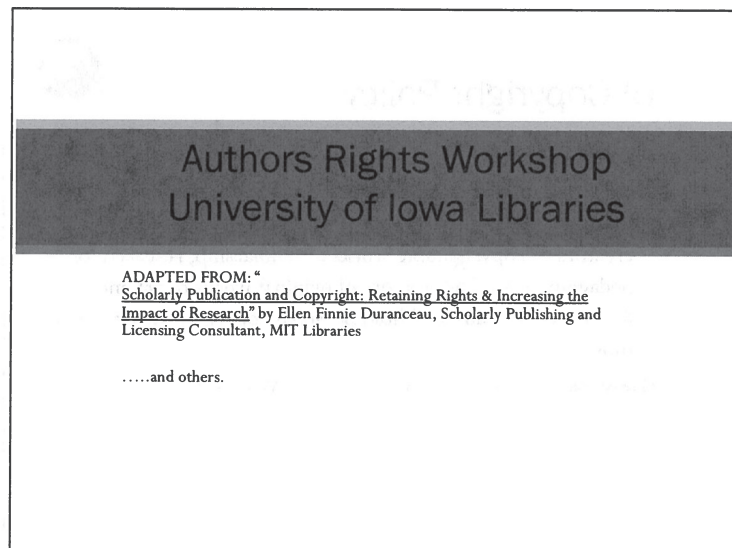
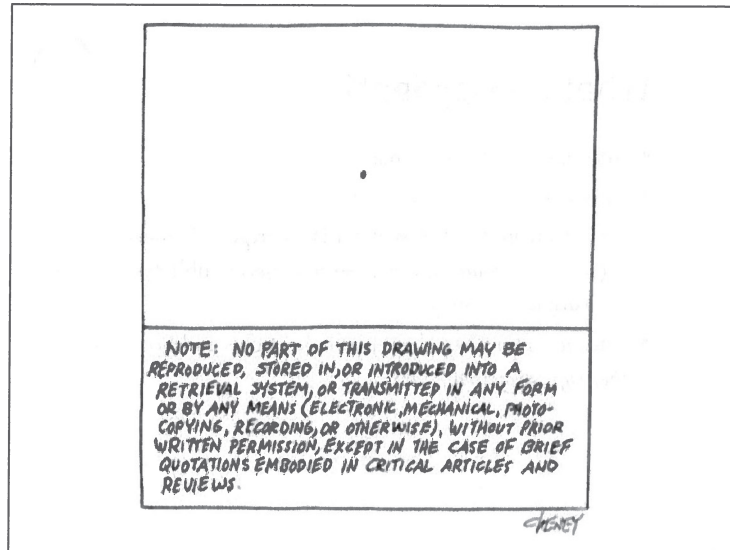
**Other addenda:**

- Scholarly Publishing & Academic Resources Coalition (SPARC):  
[http://www.arl.org/sparc/bm~doc/Access-Reuse Addendum.pdf](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

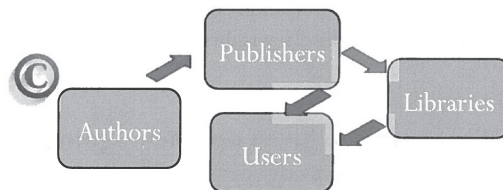
“Consistent with academic tradition and the expressed desire to encourage dissemination of the results of scholarship and research, the University agrees that in most cases, individual creators of copyrightable works of scholarship, research, or pedagogy, as well as creators of original works of art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

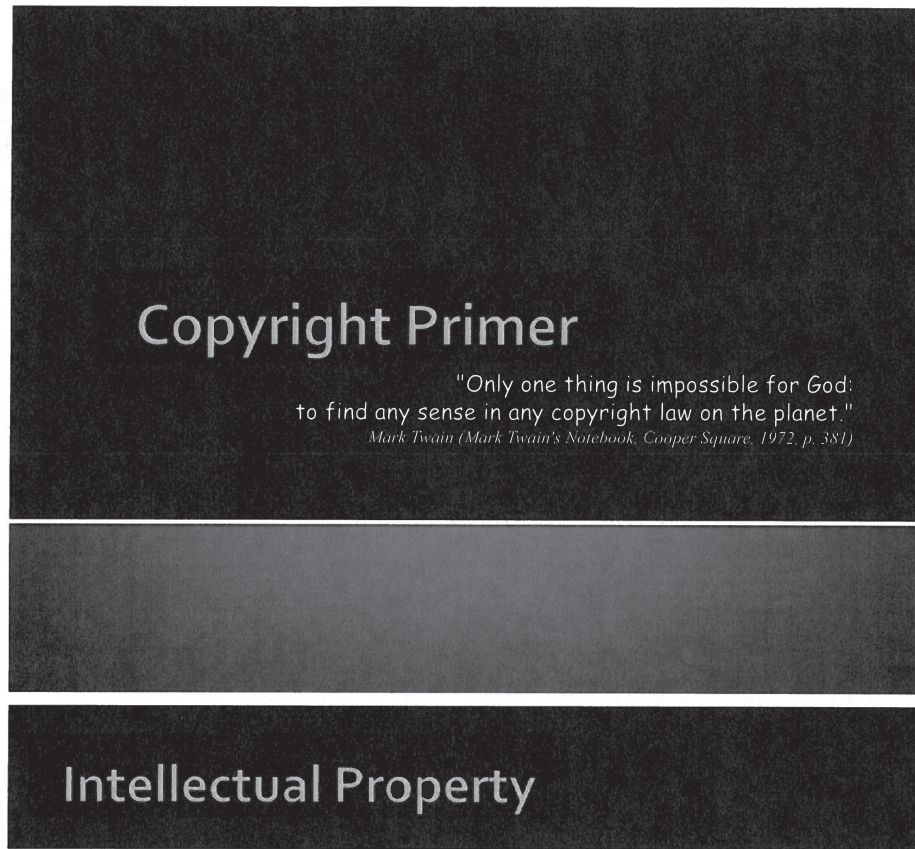


- Getting the attention of university authors won't be easy, but it's important to try.
- Some will be indifferent, some receptive but too busy to pay attention, some may already be modifying agreements normally, some may be open to persuasion.
- We are looking for “champions”—faculty who are already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

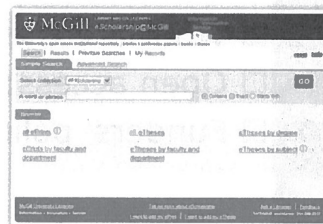
## Why an institutional repository?

“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

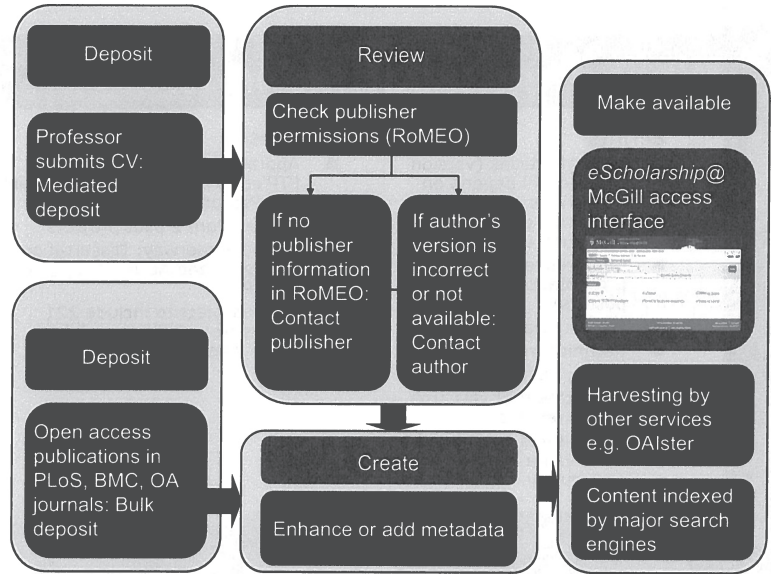
- Journal articles (version allowed will depend on publisher's policy: preprints, post-prints, or published versions)
- Conference items (e.g. presentations, papers, posters)
- Working papers
- Technical reports
- Books, chapters, sections
- Department or research centre reports
- Other items considered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

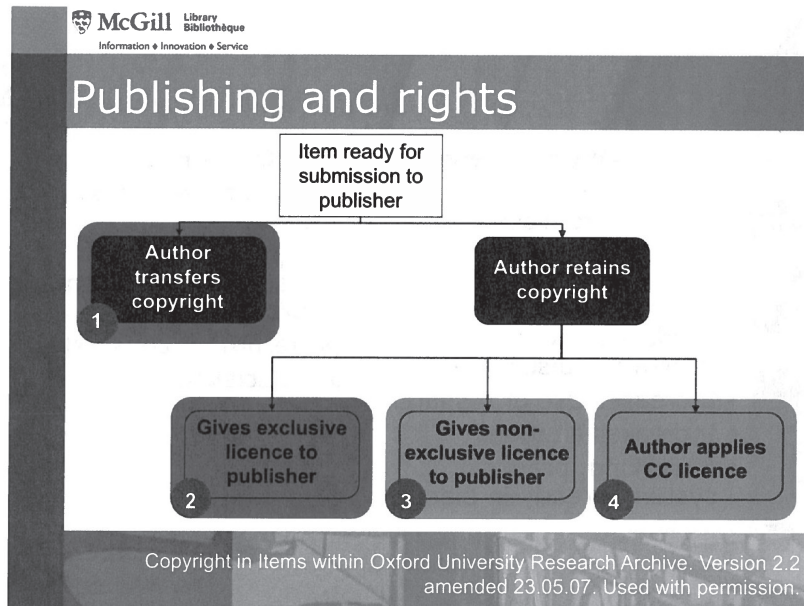
Current statement in brochure: To deposit your research, "send an email to [escholarship.library@mcgill.ca](mailto:escholarship.library@mcgill.ca) granting permission for your papers to be submitted into the digital repository. To help staff source your research, include a list of publications from your 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 contains the following list items:
- 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](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](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](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](http://www.lse.ac.uk/library/versions/VERSIONS_Toolkit_v1_final.pdf)

## Author Rights/Copyright Web Sites

**ASU Libraries**  
ARIZONA STATE UNIVERSITY

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

### Ask a Librarian



### Left ASU Libraries Menu

- About the Libraries
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  - For Students
  - For Visitors
  - Tutorials

ASU Libraries » Scholcomm » Scholarly Communication: Copyright

## Scholarly Communication: Copyright

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

- Copyright Home
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- Public Domain Chart
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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](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

**"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)

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

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.

## Addenda for Authors

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.

### Sample forms of addenda for authors to use:

#### Customized Copyright Addendum

The Washington University Copyright Addendum form will generate a customized PDF that authors can attach to a journal publisher's copyright form to retain specific rights that are not expressly stated by the publisher. **WU authors are NOT required to use the WU Addendum.**

Use the online tool to generate an addendum customized with the rights you wish to retain.

- [View Sample Customized Form](#)

#### Scholar's Copyright Addendum Engine

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

The foregoing is provided for informational purposes only and is not intended to serve as legal guidance or advice. Authors are encouraged to consult legal counsel for advice on specific copyright issues or situations.

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A joint project of Washington University Libraries and Bernard Becker Medical Library  
Comments or questions? Contact co-chairs Cathy Sarli or Ruth Lewis  
Last updated 05/13/2009

## Reshaping Scholarly Communication

[Publisher and Journal Profiles](#) [Model Copyright Clauses](#)

UNIVERSITY of CALIFORNIA  
Office of Scholarly Communication

[Home](#) > [Manage Your Intellectual Property](#) >

[Search](#) | [Site Map](#)

### 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.

[Comments?](#) [Feedback?](#)

This site hosted by the UC Office of Scholarly Communication [[Contact information](#)]  
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