Author Addenda

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Author Addenda
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SURVEY RESULTS
EXECUTIVE SUMMARY

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

This survey on author addenda was distributed to the 123 ARL member libraries in February 2009. Respondents were asked to provide information on the use of author addenda at their institutions, which rights authors were encouraged to retain, and the methods by which libraries are conducting promotion and outreach efforts on the topic of author rights and addenda. Seventy libraries (57%) responded to the survey. Of those respondents, 35 (50%) indicated that authors at their institutions are using an author addendum, and 33 libraries (47%) indicated that they “did not know.” Only two libraries indicated that authors at their institutions were not using author addenda.

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

The survey investigated the prevalence of the endorsement or promotion of author addenda by respondents’ institutions. For the purposes of this survey, “endorse” means a formal act by an institution (either by administrators, or by the faculty governing body) in support of author rights and the use of an author’s addendum. “Promote” means active outreach to authors to educate them about author rights and to encourage the use of an author’s addendum.
Endorsement
Fifty-two percent (36) of the responding libraries reported that an author addendum had been endorsed by administrators or a governing body at their institution or by their consortia, while 62% (43) responded that there had been no endorsements. The numbers reveal that there are more endorsements at the consortial level than at the institutional level. Eight libraries (12%) reported that an institutional endorsement was under consideration at the time of the survey. One library indicated that an addendum had been endorsed by their Faculty Senate, but that “It was not without controversy, and I would consider the endorsement to be rather weak. At least one subcommittee thought that the addenda unnecessarily inserted the university into the author-publisher relationship and could damage such relationships. Others pointed out (on the floor of the Senate) that such addenda are meaningless unless the university can put resources behind the faculty in negotiations.”

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

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

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

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

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

Only nine responding institutions have publicly announced the endorsement of an addendum with a press release, though several report less formal ways of spreading the news, such as e-mails to faculty. Only four have contacted publishers about their endorsement. When solicited for comments about contacting publishers, one respondent reported that they sent a letter to the top publishers of the university’s authors notifying them of the addendum. Another university system prefers to do large institutional negotiations with publishers—rather than promoting addenda to individual authors—and has been successful in negotiating a pilot project with Springer to have all of their institutions’ articles published under a Creative Commons compatible license.4

Rights Retained
A tally of the rights authors are encouraged to retain by the responding libraries’ various author addenda show that most addenda ask for a basic set of rights. Most of these rights extend beyond the author to include uses by the author’s institution as well. Between 57% and 91% of the respondents said their promoted addendum included each of the rights outlined below:
• Deposit work in an institutional repository
• Deposit work in a disciplinary repository
• Post on a personal Web site
• Post on a departmental Web site
• Distribute work in courseware
• Distribute to students
• Distribute to colleagues
• Create derivative works
• Right to reuse their work

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

Retaining all rights except that of first publication appears in only about half of the addenda, though several respondents reported that they encourage authors to retain as many rights as they can, knowing that a negotiation process with the publisher will ensue. One respondent noted, “I like to encourage researchers to retain as many rights as possible particularly for the author manuscript. The preference, of course, is to retain rights for the published version but given the current push back by publishers, getting the manuscript rights would be a significant accomplishment.”

A respondent for an institution that uses the SPARC addendum commented, “Authors are counseled to try and obtain the broadest possible range of rights they can negotiate back from their publishers. Because very little success has been reported with publisher acceptance of the SPARC addendum (except as a point of discussion or departure), we do not recommend a single approach but rather suggest faculty look at the SPARC materials and other sites and templates and try to get the rights that are the most important to them individually.” The survey results illustrate that authors must take initiative to understand the rights they are asking for and be prepared to invest time and effort in the negotiation process with a publisher.

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

Library Promotion of Author Addenda

The majority of responding libraries (34 or 71%) have staff at more than one library in their system working on promoting an addendum and providing services to authors. Another 10 (21%) have staff at one library working on these endeavors, while four of the respondents (8%) were still in the planning stage of providing promotion and support services. Several respondents noted that, in addition to library staff, author services and addenda promotion receive support from another department or unit on campus, such as their university copyright office, their institutional repository, and an “Office of Research Administration.”

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

**Participating Staff and Staff Training**

*Leadership and Promotion Responsibilities*

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

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

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

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

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

**Staff Training**

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

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

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

**Author Education**

*Activities*

Two of the most used and most effective activities to educate authors about using an author addendum are presentations to faculty and one-on-one visits with faculty. Eighty-six percent have used faculty presentations to convey information about addenda; 66% indicated this was the most effective form of outreach and 63% indicated that on-on-one conversations with faculty was the most effective. Handouts and brochures are used often by libraries (65%), as are Web sites (60%), although the effectiveness of these efforts ranked much lower than their frequency of use (at 17% and 26% respectively). Across the board, results show that libraries made varied efforts to educate authors, but that most were viewed as not very effective. Sixty percent of respondents have made presentations to graduate students, but only 26% noted that they felt this was an effective activity. This result may imply that the efficacy of efforts to educate graduate students is not easily measurable since graduate students are not publishing much and are more likely to be contributors to a paper than the primary author. Perhaps in the future, the value of libraries’ efforts at outreach to graduate students will become more apparent.

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

The main topic in outreach activities about addenda was copyright law (98%), with institutional repositories and the freedom to use their work in the classroom coming in as the second most frequently addressed topics (71% each). Freedom to share work with colleagues and to reuse their work were also important topics; one respondent commented, “The vast majority of faculty have been doing these activities all along without realizing that in most cases they are violating the agreements they have signed and seem quite stunned by this information.” Other respondents indicated that they bring up author rights and addenda while discussing open access, or how to select a publisher with a friendly publishing agreement or with paid open access options.

*Frequently Asked Questions*

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

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

I submitted the author addendum but the publisher sent it back to me all marked up with other language. What do I do now?
How can I use the addendum when I have to submit my paper through a Web site?

Which addendum should I use?

What do I do when there are multiple authors?

What does this publication agreement really say?

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

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

Do most publishers accept the addendum?

Which version of the manuscript is covered by the addendum?

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

Can an individual author really make a difference?

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

Are publishers really willing to negotiate?

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

Conclusion

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

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

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

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

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

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

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

Notes

2. NIH example language: “Journal acknowledges that Author retains the right to provide a copy of the final peer-reviewed manuscript to the NIH upon acceptance for Journal publication, for public archiving in PubMed Central as soon as possible but no later than 12 months after publication by Journal.” http://publicaccess.nih.gov/FAQ.htm#c3


SURVEY QUESTIONS AND RESPONSES

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

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

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

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

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

For the purposes of this survey:

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

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

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

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

| Yes   | 8    | 23% |
| No    | 27   | 77% |

Selected Comment from Respondents

Answered Yes

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

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

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

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

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

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

When we are contacted to help out.
Answered No

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

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

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

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

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

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

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

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

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<td>4</td>
</tr>
</tbody>
</table>

Selected Comments from Respondents

A Faculty Senate subcommittee has drafted a resolution concerning open access, etc., that encourages faculty, the Libraries, and university administration to take various actions, and the faculty section includes the following: “...adopt and use an Addendum to Publication Agreement such as that provided by the Scholarly Publishing and Academic Resources Coalition (SPARC) in order to retain their rights to use their work in the classroom and in future publications and to archive final accepted manuscripts." However, action on the resolution won’t be taken for another month or two, so there is not yet an official endorsement or promotion.
A year ago we were planning on doing a large campaign to promote the recently endorsed addendum. However, we then starting hearing from other institutions who where trying this that outreach and promotion for their author addendum was not easy. At the same time, we saw that many publishers’ policies regarding author rights were improving. Additionally, the addendum that our university endorsed (the CIC one) has a 6-month embargo request — anecdotal evidence is showing that this may be too short for publishers (given that NIH policy is 12 months). Another important factor that has delayed progress on the promotion of our addendum is the fact that we have been between provosts for the past year (there was an interim provost for a year), we had a terrible flood (summer 2008) which flooded many campus buildings and which has demanded the attentions of our administration since then.

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

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

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

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

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

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

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

Office of the General Counsel advised authors that they, at a minimum, must retain the right to deposit work arising from NIH funding into PubMed Central. Authors were encouraged to consider using a second, broader addendum modeled on the SPARC addendum. Both are available on the Scholarly Communications Web site. Librarians met with faculty groups to promote the addenda and to inform faculty about the NIH Public Access Policy.

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

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

The Libraries encourage it, but our “institution” doesn’t really.
The author rights addendum is posted on the University Libraries’ Web site. The University Libraries have had speakers from the University Press and the General Counsel’s Office inform librarians about the addendum who are in turn informing faculty members.

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

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

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

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

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

We have an approved publisher letter addressing NIH policy compliance.

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>N</th>
<th>Promoted N=41</th>
<th>Endorsed by Provost N=16</th>
<th>Endorsed by a Department N=7</th>
<th>Endorsed by Faculty Body N=14</th>
<th>Other Endorsement N=5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inst. specific addendum</td>
<td>22</td>
<td>17</td>
<td>5</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>SPARC addendum</td>
<td>22</td>
<td>20</td>
<td>1</td>
<td>—</td>
<td>2</td>
</tr>
<tr>
<td>Consortia-specific addendum</td>
<td>17</td>
<td>13</td>
<td>12</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>Science Commons</td>
<td>14</td>
<td>12</td>
<td>—</td>
<td>1</td>
<td>—</td>
</tr>
<tr>
<td>Funding agency-specific addendum</td>
<td>13</td>
<td>11</td>
<td>2</td>
<td>3</td>
<td>—</td>
</tr>
<tr>
<td>SPARC Canadian addendum</td>
<td>2</td>
<td>2</td>
<td>—</td>
<td>—</td>
<td>1</td>
</tr>
<tr>
<td>Other addendum</td>
<td>11</td>
<td>11</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
</tbody>
</table>

Please specify the funding agency. N=13

National Institutes of Health

Please specify other addendum. N=11

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


CIC Addendum, and an addendum created in-house.

CIC Author Rights’ Statement & Addendum.

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

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


UC System.

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

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

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

Institution-specific addendum

General Counsel.

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

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

Science Commons

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

SPARC addendum

General Counsel.

University licensing office/counsel.

Funding agency-specific addendum

The Vice President for Research approached the University Libraries for help in gathering information about the NIH mandate. The Libraries developed a Web site and conducted training at the main campus and at the medical campus.
5. Was a press release issued following endorsement of an addendum? N=41

<table>
<thead>
<tr>
<th>Yes</th>
<th>9</th>
<th>22%</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>32</td>
<td>78%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>4</th>
<th>9%</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>39</td>
<td>91%</td>
</tr>
</tbody>
</table>

Selected Comments from Respondents

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

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

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

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

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

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

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

7. What rights are authors encouraged to retain through use of an addendum? Check all that apply. (Note: An author manuscript is a pre- or post-print version of the work.) N=44

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

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

**Author Manuscript**

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

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

**Published Version**

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

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

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

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

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

Additional Comments

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

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

Digital rights for print only published versions.

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

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

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

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

Retain copyright ownership.

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

WU form is customizable and there are several other forms available.
**LIBRARY PROMOTION OF AUTHOR ADDENDA**

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

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

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

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

**LIBRARY THAT PROMOTES AUTHOR ADDENDA AND/OR PROVIDES SUPPORT SERVICES**

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

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

Please identify other type of library.

- All branch libraries.
- Arts & Humanities & Social Sciences Library.
- Arts and Music, all libraries reporting to University Librarian.
- Collaborative effort by all university libraries, including the main campus library and the health sciences library.
Depends on subject librarians and interests of authors in their disciplines but all subject librarians have author support as a part of their activities.

Law School.

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>28</th>
<th>82%</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>6</td>
<td>18%</td>
</tr>
</tbody>
</table>

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

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

Please identify other type of library.

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

<table>
<thead>
<tr>
<th>Staff Category</th>
<th>Leadership</th>
<th>Promotion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library director</td>
<td>32</td>
<td>26</td>
</tr>
<tr>
<td>Assistant/Associate library director</td>
<td>31</td>
<td>26</td>
</tr>
<tr>
<td>Reference librarians</td>
<td>30</td>
<td>5</td>
</tr>
<tr>
<td>Collection development librarians</td>
<td>28</td>
<td>7</td>
</tr>
<tr>
<td>Scholarly communications officer</td>
<td>27</td>
<td>22</td>
</tr>
<tr>
<td>Digital library or repository staff</td>
<td>25</td>
<td>12</td>
</tr>
<tr>
<td>Individual with legal expertise or in-depth copyright knowledge</td>
<td>23</td>
<td>15</td>
</tr>
<tr>
<td>Head of collections</td>
<td>16</td>
<td>11</td>
</tr>
<tr>
<td>Library support staff</td>
<td>5</td>
<td>—</td>
</tr>
<tr>
<td>Technical services librarians</td>
<td>3</td>
<td>—</td>
</tr>
<tr>
<td>Other staff category</td>
<td>6</td>
<td>3</td>
</tr>
</tbody>
</table>

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

**Promotion**

Electronic resources librarian.

Grant writers, departmental secretaries.

All librarians are called Liaison Librarians — responsibility of each.

**Leadership**

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

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

Vice Provost for Research provides leadership. Office of the General Counsel provides legal expertise, leadership, and support.
12. Please describe any other unit with which the library coordinates addendum promotion. N=18

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

Campus legal services.

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

Information technology.

Office of Research Office of Information Technology, Academic Computing Department.
Other subjects as requested and often collaboration with medical library.

Scholar Services.

Scholarly Communications Committee.
Scholarly Communications Task Force.

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

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

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

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

University Copyright Office.

USC Office of Research - Sponsored Awards Management.

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

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

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

<table>
<thead>
<tr>
<th>N</th>
<th>Educational Materials</th>
<th>Events</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>39</td>
<td>38</td>
</tr>
<tr>
<td>No</td>
<td>10</td>
<td>6</td>
</tr>
</tbody>
</table>

Selected Comments from Respondents

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

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

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

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

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

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

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

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

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

We have held several public awareness conferences and meetings about scholarly communication issues over the past decade and staff have participated.
If yes, what materials/events are offered to educate library staff on the issues of author rights and author addenda? Check all that apply. N=41

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

**Please identify other materials/events.**

- All day “Scholarly Communication Retreat.”
- Bibliographer group meetings.
- Developed new brochure especially targeted for library liaisons to use with faculty to promote our Institutional Repository and author rights.
- Individual appointments with faculty.
- On NIH public access.
- Podcasts; developing a libguide.
- Presentations to graduate student classes.
- Staff-only wiki for materials not appropriate to public Web site. This could be a type of “Intranet Web site.”
- We use ARL brochures and post committee minutes from discussions where author addenda are on the agenda. We also use the MIT video.
- While we have had a presentation to library staff on an author addenda in the past 3 years, it is not an ongoing educational initiative.
14. Which individual(s) is spearheading the effort to educate/train library staff to promote an author addendum at your institution? Check all that apply. N=40

<table>
<thead>
<tr>
<th>Individual(s)</th>
<th>Frequency</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scholarly communications officer(s)</td>
<td>22</td>
<td>55%</td>
</tr>
<tr>
<td>A library committee devoted to scholarly communication activities</td>
<td>19</td>
<td>48%</td>
</tr>
<tr>
<td>Library administrator(s)</td>
<td>18</td>
<td>45%</td>
</tr>
<tr>
<td>Individual with legal expertise or in-depth copyright knowledge</td>
<td>9</td>
<td>23%</td>
</tr>
<tr>
<td>Collection management department head</td>
<td>7</td>
<td>18%</td>
</tr>
<tr>
<td>Other</td>
<td>11</td>
<td>28%</td>
</tr>
</tbody>
</table>

Please identify other individual.

- Coordinator, E-scholarship@Mcgill.ca.
- Copyright specialist; we don’t call it Scholarly Communications Officer, but it’s the same idea.
- Director and Associate Director of Copyright/Licensing Office.
- Head of Scholar Services.
- I’m not sure anyone is really “spearheading” the effort, although the Health Sciences Library staff in general makes information available and manages the Open Access publication fund.
- Liaison Services Coordinator.
- Our Science Collections Coordinator has taken the lead on this issue.
- Primarily reference and/or subject specialist librarians at our Health Sciences and Life Sciences libraries.
- Repository coordinator (and head of scholarly communications committee).
- Subject specialists in the library also participate in the faculty department meetings.
- The veterinary medicine subject librarian mentioned earlier has probably had the greatest impact on staff awareness.
15. In what context is use of an author addendum being promoted to authors affiliated with your institution? Check all that apply. N=43

<table>
<thead>
<tr>
<th>Context</th>
<th>Count</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance with public access policies</td>
<td>36</td>
<td>84%</td>
</tr>
<tr>
<td>Deposit of authors' works in a digital repository</td>
<td>32</td>
<td>74%</td>
</tr>
<tr>
<td>Author sharing of their work</td>
<td>30</td>
<td>70%</td>
</tr>
<tr>
<td>Use of authors' works in teaching</td>
<td>28</td>
<td>65%</td>
</tr>
<tr>
<td>Institutional intellectual property management</td>
<td>13</td>
<td>30%</td>
</tr>
<tr>
<td>Other</td>
<td>7</td>
<td>16%</td>
</tr>
</tbody>
</table>

Please describe other context.

Authors retain rights to reuse of their work.

Fair use guidelines on using material in teaching.

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

Information on scholarly communication.

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

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

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

<table>
<thead>
<tr>
<th>Department</th>
<th>N</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library</td>
<td>43</td>
<td>100%</td>
</tr>
<tr>
<td>Faculty senate</td>
<td>10</td>
<td>23%</td>
</tr>
<tr>
<td>Provost office</td>
<td>7</td>
<td>16%</td>
</tr>
<tr>
<td>Campus legal office</td>
<td>5</td>
<td>12%</td>
</tr>
<tr>
<td>Other</td>
<td>14</td>
<td>33%</td>
</tr>
</tbody>
</table>

Please identify other department or group.

- Academic Technology.
- Associate VP for Research/VP for Research Office.
- California Digital Library.
- Contracts and Grants.
- Copyright/Licensing Office.
- Office of Research.
- Office of Research Support.
- Office of the Executive VP for Research.
- Office of the Vice President for Research and Economic Affairs; Office for Research and Sponsored Projects.
- Office of VP for Research.
- Scholarly Communications Committee.
- The Faculty Board advising the Library.

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

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

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

Please describe other activity. N=11

**Most Effective**

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

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

**Other**

Library presentation to Council of Deans.

Scholarly communication Web site.

Addenda are discussed on IR site.

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

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

Encouraging faculty members to work with their professional societies, editorial boards, and others means available to influence publication policies among the leading journals in their disciplines.
Information on faculty resolutions on general scholarly communications Web site.

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

Podcasts.

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

<table>
<thead>
<tr>
<th>Activity 1</th>
<th>Activity 2</th>
<th>Activity 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 2005 Scholarly Convocation sponsored by the Copyright Committee was held to gather information and discuss scholarly communication issues with faculty. Clifford Lynch was the keynote speaker. Discussion of the addenda was included. It was a one-time thing, not an ongoing initiative.</td>
<td>One-on-one visits or exchange with faulty often lead to other opportunities to discuss author addenda or to meet with departments or other faculty.</td>
<td></td>
</tr>
<tr>
<td>Faculty Lunch Series Workshop 2–3 times a semester on timely topics they care about — Permissions, Author’s Rights, Fair Use, Copyright Basics, Patent and Trademarks, Updates on NIH Policy.</td>
<td>Faculty luncheons.</td>
<td>Faculty workshops.</td>
</tr>
<tr>
<td></td>
<td>One-on-one advising by library attorney.</td>
<td>One-on-one advising by library attorney.</td>
</tr>
<tr>
<td>FAQ on the Intranet.</td>
<td>Intranet site with information about the NRC Licence to Publish form and the NRC mandate</td>
<td>Numerous presentations to directors, managers and authors.</td>
</tr>
<tr>
<td>Going straight to the faculty; meeting them in groups at their departments.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guest speakers, Scholarly Communications Web site.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incorporating author rights and other scholarly communications issues into ETD workshops for graduate students.</td>
<td>Discussion of addenda during presentations on funding agency policies.</td>
<td>Just-in-time consultations with faculty.</td>
</tr>
<tr>
<td>Letter to all faculty.</td>
<td>Contact with individual faculty.</td>
<td></td>
</tr>
<tr>
<td>New faculty luncheons where author rights retention and IR deposit are promoted.</td>
<td>Author rights brochure is available and is given out at new faculty luncheons as well.</td>
<td></td>
</tr>
<tr>
<td>Not sure, haven’t measured in any way.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activity 1</td>
<td>Activity 2</td>
<td>Activity 3</td>
</tr>
<tr>
<td>------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>One-on-one interviews.</td>
<td>Web site.</td>
<td></td>
</tr>
<tr>
<td>One-on-one visits.</td>
<td>Presentations to graduate students.</td>
<td>Presentations to faculty.</td>
</tr>
<tr>
<td>One-on-one visits, tailored to the individual requester.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Presentation to graduate students — it's rare that anyone has talked to grad students about author rights; they are very interested especially as they are about to embark on their own careers.</td>
<td>One-on-one visits with faculty/grad students: answer in depth questions and give lots of personal guidance; usually try to include the liaison librarian as well.</td>
<td></td>
</tr>
<tr>
<td>Presentations.</td>
<td>Presentations to grant writers.</td>
<td>Web site with information, instructions, link to addendum.</td>
</tr>
<tr>
<td>Presentations to faculty.</td>
<td>One-on-one visits with faculty are the most effective. These meetings are opportunistic, in that you may be meeting about something else, but have the opportunity to bring up author rights.</td>
<td>Our library has a Web site on author rights, where we feature our addendum. General knowledge about author rights leads authors to engage in ways to retain their rights, which may mean they will use an addendum.</td>
</tr>
<tr>
<td>Presentations to faculty are effective, though it is difficult to get such opportunities. We recently had the opportunity at an on-campus teaching/technology conference. We presented on author rights. Attendance was low, but those that came were engaged.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Presentations to faculty departments and groups where faculty get the deer in the headlights look when you describe what happens when they give away their author rights. They start using addenda after that and also want to participate in the institutional repository. There have also been many individual meetings as follow up from these department meetings.</td>
<td>Active engagement with the Office of Research. He has now mandated that faculty who receive Leadership in Action research grants from the Office of Research must put their materials in the institutional repository. This includes proceedings from conferences held on campus, new born digital journals, and led to their reliance on library expertise for education about the NIH Public Access Mandate.</td>
<td>Presentations to graduate students and graduate student advisors under the auspices of the Graduate School. The Graduate School now uses the institutional repository for open access masters theses (students download themselves) and we are working on piloting open access to dissertations.</td>
</tr>
<tr>
<td>Presentations to faculty through departmental meetings and brownbags.</td>
<td>Letters and e-mails to authors.</td>
<td>Web site on scholarly communications issues.</td>
</tr>
<tr>
<td>Presentations to graduate student organizations including question and answer session.</td>
<td>Presentations to faculty including question and answer session.</td>
<td>Providing brochures/handouts in response to specific questions at informational session or to individuals with questions.</td>
</tr>
<tr>
<td>Activity 1</td>
<td>Activity 2</td>
<td>Activity 3</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Self playing PowerPoint tutorial on author’s rights.</td>
<td>Public event featuring Kenneth Crews of Columbia entitled Who Owns Your Scholarship? for which attendees earned Responsible Conduct of Research continuing education credit.</td>
<td>Brochure on author’s rights, which will soon be posted to the ACRL scholarly communication program development site as a template for others to adapt.</td>
</tr>
<tr>
<td>The veterinary librarian says that the most effective activity is when faculty become outraged because publishers won’t permit them to use their own work for classroom teaching and derivative works.</td>
<td>One-to-one contacts in the context of the scholarly publishing context overall have been effective.</td>
<td>Planning for the institutional repository has raised faculty awareness about intellectual property issues.</td>
</tr>
<tr>
<td>Visits to faculty department meetings to discuss issues.</td>
<td>One-on-one conversations with faculty.</td>
<td>One-on-one conversations, and workshops, with graduate students.</td>
</tr>
<tr>
<td>We have held several workshops at medical and main locations; at medical campus, more direct faculty contacts were made.</td>
<td>Workshops at main campus were conducted using a video recording/streaming technology to enable remote users to view.</td>
<td></td>
</tr>
<tr>
<td>We routinely host speakers and have organized forums on scholarly communication issues, including addenda.</td>
<td>We’ve met with the Vice Provost for Research and research administrators to develop effective policies and activities related to author addenda and other scholarly communication policies.</td>
<td>The author addendum FAQ is an effective resource for answering questions by faculty who seek to comply with the NIH Public Access Policy.</td>
</tr>
<tr>
<td>When faculty consult one-on-one with a librarian about a publishing agreements, they are steered towards author addenda.</td>
<td>Presentations at formal and informal department events like faculty meetings and coffee hours have been very effective in getting the word out about author rights.</td>
<td></td>
</tr>
<tr>
<td>Working with General Counsel to educate ourselves.</td>
<td>Accurate and easy to navigate Web site.</td>
<td>Small group presentations.</td>
</tr>
<tr>
<td>Working with research compliance office.</td>
<td>Presentation at new faculty orientation.</td>
<td>Talking with individual authors.</td>
</tr>
<tr>
<td>Workshops on managing your copyrights.</td>
<td>Individual contacts with faculty.</td>
<td>E-mail responses to questions.</td>
</tr>
</tbody>
</table>
18. In presentations, handouts, Web sites, videos, etc., what are the main topics that library staff are addressing when educating authors about author addenda? Check all that apply. N=42

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

Please describe other topics.

Compliance with funder requirements.
Compliance with NIH Public Access Policy.
Compliance.
Freedom to post to disciplinary repositories (a kind of sharing with colleagues, but seems important enough to name separately.) In terms of derivative works, our emphasis tends to be on reuse/repurposing in future publications and the classroom.
Increased citations from publishing in open access environment.
NIH Mandate.
Promotion of Open Access. We are finding that many faculty are eager to support OA, especially when they realize that many people in the country and the world now have Internet access, but do not have funds to purchase access to journals.
Public access mandates.
See UCLA SCSC Website — http://staff.library.ucla.edu/scholarlycommunication/ See UC Office of Scholarly Communication — http://osc.universityofcalifornia.edu/
Select publisher who is willing to accept author addenda and has open access options.
The main emphasis is on the fact that by faculty retaining their author rights they are able to do the self-archiving, have freedom to use their materials as they wish, create derivative works, etc that they signed away when they signed the publisher agreement without the addendum. The vast majority of faculty have been doing these activities all along without realizing that in most cases they are violating the agreements they have signed and seem quite stunned by this information.
We always talk about both sides of the copyright coin when talking to faculty, so we also focus on their rights as users of other peoples’ copyrighted material: fair use, etc.

Wider exposure through open access & OAI initiatives.

**AUTHORS’ QUESTIONS**

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>32</td>
</tr>
<tr>
<td>26%</td>
<td>74%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Question 1</th>
<th>Question 2</th>
<th>Question 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Can an individual author really make a difference?</td>
<td>Are publishers really willing to negotiate? How can they negotiate when many of the agreements are now online click through style?</td>
<td>What will these changes mean for the survival of journals that are important in our discipline?</td>
</tr>
<tr>
<td>How can this be made simple?</td>
<td>I’m being asked to sign the publisher’s Licence to Publish form, which doesn’t allow for retaining the same list of rights as the NRC Licence to Publish form. Can I sign it or can I submit both forms?</td>
<td></td>
</tr>
<tr>
<td>How quickly can you negotiate use of the NRC Licence to Publish form with publisher X?</td>
<td>Comparison of rights allowed by the publisher vs. those in our addendum.</td>
<td>I submitted the author addendum with my article but they will only allow me to post my final draft on the institutional repository. I am very concerned about multiple versions of my work being available. How do we address this? Which copy will people cite? What do I do when I want to make revisions to the article?</td>
</tr>
</tbody>
</table>

| How to use the form when publisher’s copyright form is in electronic format. | | |
| I would like to use the author addendum that you’ve mentioned but I don’t yet have tenure and I’m concerned about making sure that I publish in premier journals in my field. What happens if I submit the addendum and they refuse to accept it? | Okay, I submitted the author addendum but the publisher sent it back to me all marked up with other language. What do I do now? | |
### Question 1
The addendum has been rejected. What now?

### Question 2
Is using the addendum or negotiating copyright terms going to put my publication in jeopardy?

### Question 3
What does this publication agreement really say?

### Question 1
The publisher has rejected the addendum. What do I do now?

### Question 2
How can I use the addendum when I have to submit my paper through a Web site?

### Question 3
What is the difference between my publisher’s copyright form and what the addendum would give me?

### Question 1
We don’t collect the questions but the most common question is if the publisher will turn down a manuscript or refuse to publish the material if you want to use an addendum or to negotiate rights.

### Question 2
What do I do if a publisher rejects the addendum?

### Question 3
Who can I contact to discuss my copyright transfer agreement?

### Question 1
How can I use the addendum when I have to submit my paper through a Web site?

### Question 2
Which version of the manuscript is covered by the addendum?

### Question 3
Won’t open access hurt my society’s revenue?

### Question 1
What is the difference between my publisher’s copyright form and what the addendum would give me?

### Question 2
What do I do if a publisher rejects the addendum?

### Question 3
Do most publishers accept the addendum?

### Question 1
Which addendum should I use? What if the publisher does not accept my addendum?

### Question 2
What if the publisher does not accept my addendum?

### Question 3
Has this publisher accepted an addendum? How successful are addendum?

---

20. **Who provides advice on answering authors’ copyright-related questions? Check all that apply.**

<table>
<thead>
<tr>
<th>Advice Provided</th>
<th>Count</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library staff with legal expertise or in-depth copyright knowledge</td>
<td>33</td>
<td>85%</td>
</tr>
<tr>
<td>Institution’s legal counsel</td>
<td>19</td>
<td>49%</td>
</tr>
<tr>
<td>Other advisor</td>
<td>10</td>
<td>26%</td>
</tr>
</tbody>
</table>

**Please specify other advisor.**

- Attorney in the Office of Research, Innovations/Access Unit.
- Copyright/Licensing personnel.
- I serve as the copyright counsel for the University in liaison role with Office of General Counsel.
- Librarians do their best and refer to each other first — then institution legal counsel is next place to turn.
- Library Copyright Specialist.
- Our Electronic Resources librarian also serves as a copyright advisor in general. Most questions tend to come directly to subject librarians and are referred either to the Electronic Resources librarian or to Assistant Dean, or both.
Repository manager and librarians with copyright knowledge can give general guidance; will direct specific questions to legal counsel.

Special assistant to the provost.

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

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

**ADDITIONAL COMMENTS**

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

**Selected Comments from Respondents**

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


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

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

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

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

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

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

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

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

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

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

| University at Albany, SUNY                      | McMaster University                     |
| University of Alberta                          | University of Massachusetts, Amherst     |
| University of Arizona                           | Massachusetts Institute of Technology   |
| Arizona State University                        | University of Miami                     |
| Boston University                               | University of Michigan                  |
| Boston College                                  | Michigan State University               |
| Brigham Young University                        | University of Minnesota                 |
| University of British Columbia                  | University of Missouri                  |
| University of California, Davis                 | University of New Mexico                 |
| University of California, Irvine                | University of North Carolina at Chapel Hill |
| University of California, Los Angeles           | North Carolina State University         |
| University of California, San Diego             | Northwestern University                  |
| University of California, Santa Barbara         | University of Oklahoma                  |
| Canada Institute for Scientific and Technical Information | Oklahoma State University              |
| Case Western Reserve University                 | University of Pennsylvania              |
| University of Chicago                           | Pennsylvania State University           |
| University of Colorado at Boulder               | Purdue University                       |
| Columbia University                             | Rice University                         |
| Cornell University                              | University of South Carolina            |
| Duke University                                 | Southern Illinois University Carbondale  |
| University of Florida                           | University of Tennessee                 |
| University of Georgia                           | University of Texas at Austin            |
| University of Hawaii at Manoa                   | Texas A&M University                    |
| University of Illinois at Chicago               | University of Utah                      |
| University of Illinois at Urbana-Champaign      | University of Virginia                  |
| Indiana University Bloomington                  | University of Washington                |
| University of Iowa                               | Washington State University             |
| Iowa State University                           | Washington University in St. Louis      |
| Johns Hopkins University                        | University of Waterloo                  |
| University of Kansas                            | Wayne State University                  |
| Kent State University                           | University of Western Ontario           |
| University of Kentucky                          | University of Wisconsin–Madison          |
| Library of Congress                             | Yale University                         |
| University of Louisville                        | York University                         |
| McGill University                               |                                        |
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(name and address)

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written by the author(s):

for publication in:


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Accepted Manuscript:
The version of a manuscript that has been accepted for publication following peer review. Content and layout follow publisher's submission requirements.

Version of Record:
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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

POINTS OF VIEW

- "The author's right to file an appeal in indirect rights."
  - "I would like access to my research data and analysis."
  - "What's more, I want to see what's happening with my research and where it's going."
  - "What's more, I want to see what's happening with my research and where it's going."
  - "I want my research to be available for others to use and analyze."
  - "I want my research to be available for others to use and analyze."

- "What's more, I want to see what's happening with my research and where it's going."
  - "I want my research to be available for others to use and analyze."
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- "What's more, I want to see what's happening with my research and where it's going."
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  - "I want my research to be available for others to use and analyze."

http://www.lib.umn.edu/scholcom/
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]
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 they 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
Last Updated Feb. 11, 2008

_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 pack) to be distributed to students at the Contributor’s institution free of charge or to be stored in electronic format in data rooms 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 data rooms 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]_
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
Phrases to Look for in Publisher Copyright Agreement Form

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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]

In consideration of LWW’s publication of the Work, the authors hereby transfer, assign, and otherwise convey all copyright ownership worldwide, in all languages, and in all forms of media now or hereafter known, including electronic media such as CD-ROM, Internet, and Intranet, to LWW. [Laryngoscope]

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]
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’re likely to 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 publishing 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 resist these critical rights?

Yes, the SPARC Canadian Author Addendum is a legal instrument that modifies the publisher’s agreement and allows you to keep the key rights to your articles. The Author Addendum is a free resource developed by SPARC and in partnership with Creative Commons (<http://creativecommons.org/>) and Science Commons (<http://sciencecommons.org/>), established non-profit organizations that offer a range of copyright options for many different creative endeavors. See also Creative Commons Canada (<http://creativecommons.org/International/ca/>).

It has been adapted for the Canadian context by the Canadian Association of Research Libraries (CARL) (<http://www.carl-abrc.ca/>).

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

KNOW YOUR RIGHTS AS THE AUTHOR

- The author is the copyright holder.

As the author of a work you are the copyright holder unless and until you transfer the copyright to someone else in a signed agreement.

- Assigning your rights matters.

Normally, the copyright holder possesses the exclusive rights of reproduction, distribution, public performance, public display, and modification of the original work. An author who has transferred copyright without retaining these rights must ask permission unless the use is one of the statutory exemptions in copyright law.

- The copyright holder controls the work.

Decisions concerning use of the work, such as distribution, access, pricing, updates, and any use restrictions belong to the copyright holder. Authors who have transferred their copyright without retaining any rights may not be able to place the work on course Web sites, copy it for students or colleagues, deposit the work in a public online archive, or reuse portions in a subsequent work. That’s why it is important to retain the rights you need.

- Transferring copyright doesn’t have to be all or nothing.

The law allows you to transfer copyright while holding back rights for yourself and others. This is the compromise that the SPARC Canadian Author Addendum helps you to achieve.
SCRUTINIZE THE PUBLICATION AGREEMENT

- Read the publication agreement with great care. Publishers' agreements (often titled "Copyright Transfers 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 your rights to make use of the work in ways that serve your needs and that promote education and research activities.

- Value the copyright in your intellectual property. A journal article is often the culmination of years of study, research, and hard work. The more the article is read and cited, the greater its value. But if you give away control in the copyright agreement, you may limit its use. Before transferring ownership of your intellectual output, understand the consequences and options.

A BALANCED APPROACH TO COPYRIGHT MANAGEMENT:

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

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

WHAT IF THE PUBLISHER REJECTS THE AUTHOR ADDENDUM?

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

HOW TO USE THE SPARC CANADIAN AUTHOR ADDENDUM:

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

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

See, for example, the Canadian Institutes of Health Research (CIHR) Policy on Access to Research Outputs <http://www.cihr-icr.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 PROSSER,
Chair, CARL Committee on Scholarly Communication Directors 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.carl-abrc.ca.

To learn more about emerging digital scholarship trends in various fields and about open access visit Create Change Canada at www.createchangecanada.ca.
Presentations for Faculty
“Don’t I Own My Own Work?”
Negotiating to Keep Your Copyright

Intellectual Property in the Digital Age: The Rights Stuff for Publishing and Teaching
December 6, 2006
Amy Blum, Campus Counsel
Sharon E. Farb, UCLA Library

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
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

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
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

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/otf/crworks.html#who
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

- 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.
"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

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
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.”

Did You Know…

- 72 of the 80 agreements (90%) representing 94% of journal titles, asked authors for copyright assignment.

"Don’t I Own My Own Work?” Negotiating to Keep Your Copyright
http://staff.library.ucla.edu/scholarlycommunication/copyright_presentation.ppt

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
Making the Most of Your Publications

Copyright Foundations

- 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.”
Before Signing a copyright transfer agreement

5.

- 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

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)
Before Signing a Copyright Transfer Agreement

• 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 employment whereby employer is copyright owner outright. Works for hire is not limited to government employees

When Reading a copyright transfer agreement

• 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
When Reading a copyright transfer agreement

- 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/

Reading a copyright transfer agreement

- Wiley & Sons:

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?
Reading a copyright transfer agreement

- The American Chemical Society:
  [http://pubs.acs.org/userimages/ContentEditor/1218205118755/interactive_copyright.pdf](http://pubs.acs.org/userimages/ContentEditor/1218205118755/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?

When and how to negotiate?

- 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
Author Negotiation Tools

- CIC Author Addendum:
  http://www.northwestern.edu/provost/announce/cic.htm

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

  Other addenda:
  - Scholarly Publishing & Academic Resources Coalition (SPARC):
    http://www.arl.org/sparc/bm__doc/Access-Reuse_Addendum.pdf
  - SPARC/ Science Commons Scholar's Copyright Addendum Engine
    http://scholars.sciencecommons.org/

5/21/09
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.gfdl.org/sparc/author/copyrighting.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
- 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.
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.

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

[Links: Licensing options, FAQ]
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/
Copyright Primer

"Only one thing is impossible for God: to find any sense in any copyright law on the planet."
Mark Twain (Mark Twain's Notebook, Harper Square, 1972, p. 248)

Intellectual Property

- **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 St
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.


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

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

Copyright Stewardship: Retaining Rights

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

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

Self-Archiving

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

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

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

Other Options...

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

This work is licensed under the Creative Commons Attribution-Noncommercial-Share Alike 3.0 United States License. To view a copy of this license, visit http://creativecommons.org/licenses/by-nc-nd/3.0/us/ or send a letter to Creative Commons, 171 Second St
eScholarship@McGill
What you need to know

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

Last updated: August 5, 2008

What we’ll cover

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

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

The basics

- **eScholarship@McGill** is an institutional repository (IR)
- The service runs on DigiTool, an Ex Libris product
- Digital showcase designed to make McGill research freely available & discoverable
What are we putting in it?

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

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

Info for faculty about deposit

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

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

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Publishing and rights

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<th>Item ready for submission to publisher</th>
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<tr>
<td>Author transfers copyright 1</td>
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<tr>
<td>Author retains copyright</td>
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<tr>
<td>Gives exclusive licence to publisher 2</td>
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<tr>
<td>Gives non-exclusive licence to publisher 3</td>
</tr>
<tr>
<td>Author applies CC licence 4</td>
</tr>
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Copyright in items within Oxford University Research Archive. Version 2.2 amended 23.05.07. Used with permission.

Author addenda

- Permit authors to request retention of rights (instead of signing standard publisher agreements)
- More information:
  - [http://www.arl.org/sparc/author/](http://www.arl.org/sparc/author/)
  - [http://www.carl-abrc.ca/projects/author/author-e.html](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

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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
Updates

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

Readings

Authors Rights/Copyright Web Sites
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 works. 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 acts of infringement 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 is 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.
Retain More of Your Copyrights When You Publish

For many years, it has been common practice in academia for authors to assign away all their exclusive rights to book and journal publishers. While Copyright Law has not changed, new negotiating styles with your publisher can help 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 document 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 and 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 Provost's (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 Authors' 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 2006, 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.
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 recipients to deposit articles into PubMed Central). Funder policies can be reviewed in the University of Nottingham’s SHERPA/ROMEO 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 endeavors through leading-edge research and artistic production; to use this research and creative output 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 copyrightable works exclusive rights, including:
  - To reproduce the work in copies (e.g., through photocopying)
  - To distribute copies of the work
  - To prepare derivative works based on the work
  - 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) (Iowa Research Online).
  - 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 work 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 and retain 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 publication agreements to transfer limited rights to the publisher.

How to retain rights?

- Check the SHERPA/RoMEO web site to view the self-archiving and copyright policies of your publisher.
- Publisher policies and agreements are usually linked from the author information or article submission section of a journal’s website.
- If the policy for the publisher you want to use isn’t listed in the SHERPA database, or isn’t what you desire, you can retain rights by specifying to the publisher of your article which rights you would like to keep (view sample agreements for help).
- The #1 Authors’ 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/RoMEO database offers a summary of publisher copyright policies & self-archiving.
- While some publishers will not accept an addendum outright, they might respond by sending back a second, more author-friendly publishing contract.
- Publisher policies change over time, and the terms stated on their websites often vary from the terms of their actual agreements, so it is important to read the agreement itself.
Where do I go with questions about these issues?

Edward Sheaves, Associate University Librarian & Director, Collections and Scholarly Communication, 335-5867
Karen Fischer, Collections Analysis & Planning Librarian, 335-8781
Your Librarian (departmental liaisons)
University of Iowa Office of the General Counsel, Deputy General Counsel Graeme Martin, 319-335-2742.
Authors and Copyright

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

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 instructions on use

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

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 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:

- 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 mandates 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.
FURTHER RESOURCES:
- Jonathan Band – “Publish and Perish? Protecting Your Copyrights from Your Publisher” (used with permission)

HOW TO NEGOTIATE AND RETAIN RIGHTS
First, it is important to determine what rights you want to retain to accomplish your academic and professional goals.

Second, review the publishing agreement presented by the publisher to determine the rights the publisher is seeking from the author. Since any transfer of copyright interests must be in writing, publishers often use very broad and expansive language to accomplish a transfer of copyright interests. You may need to negotiate with the publisher to assure that your intended future use of the work is permissible under the publishing agreement. Publishers often post copyright policies on the internet; however, be sure that the agreement expressly contemplates the rights you seek to retain. A policy is not a binding agreement and can be changed at the discretion of the publisher.

In many cases the publisher or the Editor in Chief support the author’s future intended use and are willing to negotiate author’s rights. There are several methods to negotiate the terms of a
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 wish 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.
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 following 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.
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 if the 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 Scholarships: Web site hosted by the SURF Foundation to support the Zoilo conferences on copyright ownership in higher education

Comments? Feedback?
This site hosted by the UC Office of Scholarly Communication [Contact information]
SELECTED RESOURCES
BOOKS AND JOURNAL ARTICLES


Frankel, Mark S. *Seizing the Moment: Scientists’ Authorship Rights in the Digital Age.* American Association for the Advancement of Science, July 2002.


WEB SITES

Author Rights/Copyright on Library Web sites

University of Michigan
http://copyright.umich.edu/

University of Minnesota
http://www.libumn.edu/copyright/

University of Massachusetts, Amherst
http://guides.library.umass.edu/content.php?pid=11494&sid=174622

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

Resources and Toolkits

Authors and Their Rights. Association of Research Libraries.
http://www.arl.org/pp/ppcopyright/author-rights-resources.shtml

Copyright. Indiana University.
http://copyright.iu.edu/

Copyright Basics. University of Michigan.
http://www.copyright.umich.edu/basics.html

Copyright Crash Course. University of Texas.
http://copyright.lib.utexas.edu/

Copyright Management for Scholarship. SURF/JISC.
http://copyright.surf.nl/copyright/

Copyright Toolbox for Authors. SURF/JISC.
http://copyrighttoolbox.surf.nl/copyrighttoolbox/authors/

Create Change.
http://www.createchange.org/change/
Creative Commons
http://creativecommons.org/

Keep Your Copyrights. Columbia University.
http://keepyourcopyrights.org/

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

Publishing Resources. University of California, Los Angeles.
http://www.library.ucla.edu/service/12796.cfm

Resources for Authors. SPARC.
http://www.arl.org/sparc/author/

Liaison Tools/Author’s Rights Toolkit, University of Minnesota
https://wiki.lib.umn.edu/ScholarlyCommunication/LiaisonTools

**Newsletters and Blogs**

http://librarycopyright.net/wordpress/

Issues in Scholarly Communication: News for the University of Illinois Community
http://www.library.uiuc.edu/blog/scholcomm/

Open Access News: News from the Open Access Movement
http://www.earlham.edu/~peters/fos/fosblog.html

Scholarly Communications@Duke
http://library.duke.edu/blogs/scholcomm/

http://scholarlykitchen.sspnet.org/

Transitions: Scholarly Communication News for the UI Community
http://blog.lib.uiowa.edu/scholcom/

University of Tennessee Libraries
http://www.lib.utk.edu/mt/weblogs/scholcomm/

**LINKS TO ADDITIONAL REPRESENTATIVE DOCUMENTS**

**Author Addenda and Licenses**

Scholar’s Copyright Addendum Engine. Science Commons.
http://scholars.sciencecommons.org/
Choose a License. Creative Commons.
http://creativecommons.org/license/

**Presentations**

Author’s Rights Self-Player. University of Minnesota.
https://umconnect.umn.edu/umauthorsrights/


Dylan, Jesse. “A Shared Culture.” Creative Commons.
http://creativecommons.org/videos/a-shared-culture

http://hdl.handle.net/1813/3657

Podcasts and Video Tutorials on Scholarly Publishing & Copyright. Massachusetts Institute of Technology.
http://info-libraries.mit.edu/scholarly/faculty-and-researchers/podcasts/

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

**Brochures and Handouts**

http://libraries.universityofcalifornia.edu//sco/toolkit_copyrigh.html#biblio

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