

Your rights as an author

Commentary to accompany Prezi available for viewing at <http://prezi.com/cvvhnpw-vcf5/your-rights-as-an-author/>

This presentation was the second in a series delivered at University of Adelaide for Open Access Week 2011. It includes reference to the first of the series which was titled "Open Access – What's it all about?" That Prezi and its commentary are also available at <http://prezi.com/o7xnxjkg41jw/open-access-whats-it-all-about/> and <http://hdl.handle.net/2440/68249> respectively.

To move through the Prezi use the forward arrow on screen or use the right arrow key on your keyboard. The numbers above each piece of the commentary below signal when to move to the next step on the path. A screen shot of each step is also included.

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This presentation will concentrate on your rights as an author. Firstly I'll recap some of the points covered in the first presentation titled "Open Access – What's it all about?"

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When talking about OA we are referring to scholarly publishing and specifically to journal articles and conference papers that are peer-reviewed and published in one of the thousands of academic journals which publish millions of items annually. This is work that is royalty-free. That is authors create these works for impact, not for money. Those outside the realm of scholarly publishing are often surprised to learn that authors of papers in academic journals do not get paid for their work.

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The characteristics of OA are that the items are free, immediate, permanent, full-text and online. That is there is no cost to the reader, the reader can access the items immediately they are published (therefore no embargo period), the items are maintained permanently, in full text (not just

abstracts) and it almost goes without saying but it is a necessary characteristic that the items be available online.

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I also looked at the definition of free focussing on the difference between Gratis and Libre. Free as in "Gratis" means being *able* to access and read without a price-barrier, Gratis OA is free of charge, but not free of copyright or licensing restrictions. Free as in "Libre" means being *allowed* to modify and re-use the work, without a permission barrier.

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In the first of this series I looked at a number of categories of reasons to make work available in OA which included altruistic and compliance reasons. The reasons why you as an author would consider OA include citation advantage, discoverability and aggregation of works. There are a number of studies that have identified anything from a 25% to over 200% advantage to making work available in Open Access. As OA repositories are indexed in Google and Google Scholar making your work available in Open Access increases the likelihood that readers will be able to discover it easily. And lastly by having all of your work available in Open Access in a single OA repository you have a convenient aggregation of all of your work in one place.

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Gold OA

Gold OA Publishing

There are two roads to Open Access characterised as the Gold road and the Green road. Gold OA is achieved by publishing in a journal which makes its articles freely available to all readers, not just to those with a paid subscription.

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Green OA

Green OA self-archiving

The focus of this presentation is Green OA which is where as an author you self-archive a version of your work in an OA repository. To do that you need to know what rights you have in relation to your work.

So let's talk about what your rights are and how you can control them. To do that we'll need to use the "C" word

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Copyright!!!

Copyright law was developed to protect the skill and labour expended by someone creating something new. It is an automatic right accorded to the author of a literary work. There is an exception under copyright law and that is that employing institutions may claim copyright in work created by an employee in the course of their employment.

Most universities, and University of Adelaide is certainly one of these, have an intellectual property policy that allows researchers to retain copyright in their own scholarly publications even though these are created in the course of their employment.

So we're clear that you as authors own copyright in your own work. What does that actually mean and what does it include.

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Rights include:

- Reproduce in a material form
- Publish the work
- Communicate the work to the public
- Make an adaptation of the work

The rights that you have include the right to reproduce in a material form (i.e. copy), the right to publish the work, the right to communicate the work to the public (also called electronic distribution or transmission) and the right to make an adaptation of the work (e.g. translation or other derivative work)

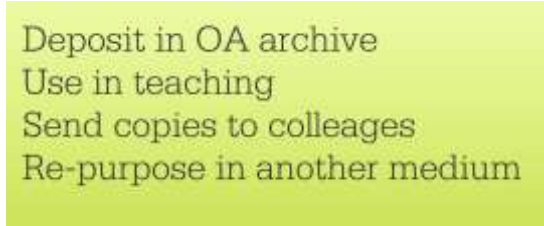
Copyright is owned by the author of the paper until and unless he/she acts in some way to change that. Now what you do with these rights is up to you. You can choose to give away (or sell) these rights. Or you can choose to hand over only some of the rights when you publish and simply retain the minimum rights you need to do what you want to with your work.

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WHAT DO I WANT TO DO WITH MY WORK?

So the question you need to ask yourself is what do I want to be able to do with my work?

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Do you want to deposit your work in an OA repository, use it for teaching purposes, send copies to colleagues or perhaps print multiple copies and distribute at a meeting. Or do you want to translate your work to another language or post a spoken version of it on the web.

If you don't want to do any of these then assigning your copyright to a publisher is not going to be a problem but if you want to retain at least some control you need to know what you are agreeing to in a publishing agreement.

Let's take a light-hearted look at one view of this scenario. This is a short video made by an academic at University of Sydney that takes a wry look at scholarly publishing.

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Scientist meets publisher

That video may be a little simplistic but it certainly does have some grains of truth in it. Most publishers' agreements ask you to agree to assign your copyright to them. This varies greatly from one publisher to another and even within the set of journals for one publisher. So unlike our cardboard friend there are likely to be some nuances to any publishing agreement that provide you as the author with some rights.

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

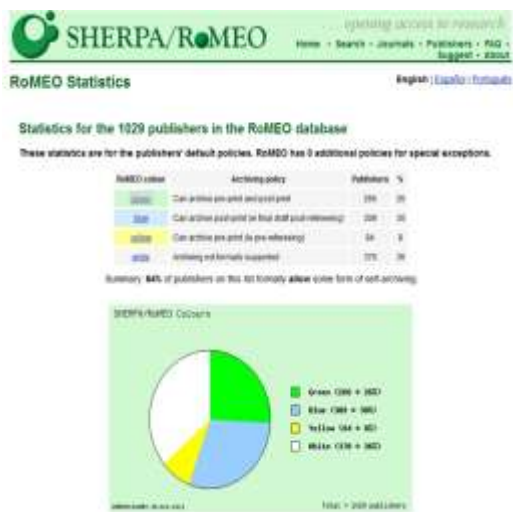


Statistics for the 1029 publishers in the RoMEO database

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

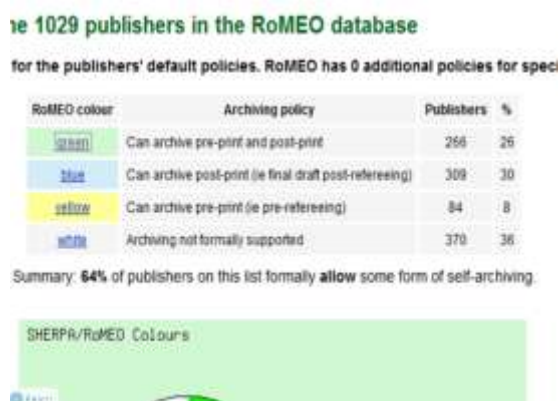
A useful resource for looking at publisher permissions is the Sherpa/Romeo website.

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They categorise publishers by colour codes as shown here

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The language they use is worth exploring. They characterise Green publishers as those who allow archiving of pre-prints and post-prints, Blue publishers as those who allow archiving of post-print only, Yellow as those who allow archiving of pre-print only and White as those who do not formally support author self-archiving. Thus at least 64% of the publishers represented on this site allow some form of self-archiving without the author having to ask any special permission.

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So what do these terms pre-print and post-print actually mean?

A pre-print is any version prior to peer review and is usually the version submitted to a journal. An alternative is to call these the Submitted version.

Your rights as an author

A post-print is any version after peer review but is most generally the version that has been peer-reviewed but not copy-edited. It is the final corrected proof or more simply the Accepted version.

The published version is the final version as it appears either in print or online and will generally have pagination, volume and issue and other publishers specific input such as layout and style.

The following have links to some examples of Accepted and Published versions of works by University of Adelaide authors in our institutional repository.

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<http://hdl.handle.net/2440/62064>

<http://hdl.handle.net/2440/66763>

<http://hdl.handle.net/2440/66437>

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The publisher's version which has been both peer-reviewed and copy-edited.

<http://hdl.handle.net/2440/61926>

<http://hdl.handle.net/2440/63704>

Your rights as an author

your own publications by following the workflow when assessing if a particular publisher is supportive of OA self-archiving.

Many publishers will allow you to put pre-prints and/or postprints of your article on your personal Web page and/or deposit it in an institutional repository, or a disciplinary or subject specific archive.

As we saw earlier according to the publisher information in Sherpa/Romeo 64% allow archiving of a pre-print or post-print.

So without you doing anything different there are many cases where you can deposit your post-print or Accepted Version in an Open Access archive without affecting your agreement with the publisher.

Some commentators also argue that as an author you don't need permission to archive your preprint given that at this stage you still own the copyright.

The way some publishers deal with this is by refusing to consider articles that have been publically available as preprints, but its worth remembering that this is the policy of a journal or publisher, not a requirement of copyright law. (Some journals do hold this policy, called the Ingelfinger Rule, though it seems to be in decline, especially in fields outside medicine.)

When authors transfer copyright to publisher, they transfer the OA decision to publishers at the same time. Even if most publishers allow green OA, many do not. In addition, many qualify their permission and some add new restrictions over time, such as fees or embargo periods. For these reasons there is a growing trend among scholarly authors to retain the right to provide green OA and only transfer the remaining bundle of rights to publishers.

Although you may meet resistance from the publisher, it is possible to modify the publisher's copyright agreement with an "addendum" that describes the rights you want to retain. It is also possible to retain your copyright and grant the publisher the right to publish the article.

While the publisher may offer you different copyright agreements to choose from or even automatically allow you to retain your copyright, most publishers will want you to accept their single standard copyright agreement without modification. If the terms and conditions contained in this agreement are not satisfactory, you will need to negotiate with the publisher or publish your work elsewhere.

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There are a number of online toolkits available at the following websites. These allow you to generate an addendum to attach to a publisher's agreement or a license to publish if you prefer to retain maximum rights for yourself.

CC addendum generation <http://scholars.sciencecommons.org/>

SURF/JISC <http://copyrighttoolbox.surf.nl/copyrighttoolbox/>

SPARC author addendum <http://www.arl.org/sparc/author/addendum.shtml>

Read any publication agreement very carefully before signing. If it has phrases like "I assign copyright to the publisher" you have just given away your rights. Many authors are successful in

Your rights as an author

getting publishers to vary their standard agreements so that you retain the right to self archive a version of your work in an OA repository. It certainly pays to ask!!

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So to summarise – It's all about YOU!!

YOU own copyright to your work until **YOU** sign it away in whole or in part
YOU are the person best placed to decide how others should be able to access and use **YOUR** work
YOU exercise this control when **YOU** sign a publishing agreement

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Author's Rights, Tout de Suite – Charles W. Bailey, Jr
<http://digitalcommons.bepress.com/repository-research/51/>
Examples of publisher agreements
[http://copyright.surf.nl/copyright/implementing_principles/agreements_publisher_author/examples.p
hp](http://copyright.surf.nl/copyright/implementing_principles/agreements_publisher_author/examples.php)

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This YouTube video has a few slides and spoken commentary and summarises the main points presented in this Prezi.

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Thank you for viewing.

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University of Adelaide