Copyright Management for Scholarly Publication

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Why is scholarly publishing a library issue?

- We are experts in dissemination of scholarship & use of digital resources.
- Our job is the efficient use of information assets.
- We are usually the de facto copyright experts for many.
- We are used to reading IP licenses.
And finally,

- By being engaged with the scholarly communication process at all stages, we help define our own futures.
  - If we are not AT the table, we are probably ON the table.
    - Copyright, digital access and business models for publishing all under debate.
Theme for copyright management

- Quality = Content + Usability
  - Authors can improve overall quality by making work accessible for citation, commentary, data mining, etc.
    - Increases impact
  - Librarians can help authors understand and retain rights need to improve impact, as well as comply with mandates.
Copyright is an author’s right.

- Automatic when original work is fixed in tangible medium.
  - Ownership issue can be significant; who signs publication agreements?

Copyright is a bundle of rights.

- Divisible and alienable.

Copyright is a significant asset.

- Many faculty sign copyright transfers without understanding the effect.
What do faculty sign?

- Copyright Transfer Agreements (CTAs)
- Many now modified to allow faculty to retain certain rights.
  - Each such clause is different, requires close reading.
- Sometimes a journal will accept an exclusive right of first publication.
A generous rights retention clause.

- The Publisher grants to the Author the unrestricted right to use his or her article for non-commercial purposes, including, but not limited to, the right to make and distribute copies in the course of teaching and research; the right to post the article on personal or institutional Web sites and in other open-access repositories; the right to quote from the article in any book or article that he or she may later write; the right to photocopy the article for his or her own use, including use in his or her own classes; and the right to republish the article in any book he or she may write or edit after the journal has appeared.
More complex example from John Wiley

- Pre-print only
  - Version issue very contested.
- Internal websites or “secure” external sites.
  - This is not open access.
- Whole article may be used for classroom distribution, but strict limits on derivative works.
  - Compare clauses 4 & 5 (esp. re. “teaching purposes”)
Importance of derivative works

- What counts as prior publication?
  - Especially important for ETDs
- What can author do next in field?
  - Incorporation into collected volume?
  - Re-use in monograph?
  - Non-compete clause?
NIH Mandate

- Author (or institution) must now retain right to deposit article in PMC upon acceptance, with public access within 12 months of publication.
  - Only accepted, peer-reviewed articles
  - As grantees, institutions have strong need to oversee, at least, publication contracts.
    - Compliance can affect future grant renewals and new funding.
Dealing with NIH compliance

- Publish in journals that deposit on behalf of authors.

- Institution can take a license to deposit prior to any submission.
  - Harvard ASF approved a version of this.

- Find ways to help faculty manage © for compliance.
  - Submission letter
  - Addendum
Rights issues for IRs

- Authors face restrictions in publication agreements:
  - Specific version restrictions
  - Embargo periods
  - Acknowledgement & link
- Institution must license work from author.
- How is public allowed to use work found in IR?
  - Creative Commons licensing
Creative Commons for public access

- CC licenses are a way copyright holder licenses broad but controlled uses of their work, usually by the public.
  - Waives copyright in specified situations.
  - “Opt-out” of overly restrictive © system
  - More flexibility & more control.
    - Better serves academic values, especially re. attribution.
Key decision for digital collections

- Can I just waive certain © restrictions; allow most non-commercial educational use?
  - Must possess a right to waive it.
  - Browse-able CC license will work.

- Do I need more control re. how material is used?
  - Necessary if copyright holder wants limits on what users can do.
  - Probably need a click-through contractual license.
    - Ought to be last resort, not default.
Thank you!

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