



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 factor 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.



© in faculty perspective

- 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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<http://library.duke.edu/blogs/scholcomm/>