

Open Access Policy FAQ

Q. What constitutes scholarly works?

A. Scholarly works include, but are not limited to: published articles; conference papers, posters and proceedings; and substantive presentations.

Q. What about books or book chapters? Are they not scholarly?

A. Although books and book chapters are prime examples of scholarly works, authors of such works often encounter different copyright/licensing issues when publishing than do authors of journal articles. Books (but usually not book chapters) also generate royalty payments, and some publishers worry that releasing an OA version may negatively impact sales of the published version. Furthermore, authors may not feel that they are in the position to negotiate for OA rights when new to the book publishing realm.

If you are a seasoned book author who would like to negotiate archiving rights, go for it! (You might have more luck negotiating for preprint rights over the author's final version. See below for more explanation.) If you are authoring a book chapter, you might want to inquire about archiving. And regardless of whether you are new or seasoned, writing a chapter or a whole book, when you negotiate your contract, be sure to secure the return of full copyrights, including distribution rights, after annual sales fall below n -amount or at the time that the book goes out of print.

Q. What is the author's final version?

A. The author's final version, also known as the postprint, is the version of the work that has been through peer review and incorporates all suggested changes from the review. It has not yet been copyedited and formatted for publication by the journal editors (i.e., no page numbers, volume and issue information, etc.).

Q. What is a preprint?

A. A preprint is the version of the work that was submitted for review, and includes only the original work of the author(s).

Q. How do I know what rights I'm automatically granted?

A. Most publishers include author's rights statements on the journal or publisher website, or provide a PDF example of the standard copyright transfer or publication agreement. Author's rights should be clearly stipulated in the agreement you sign upon acceptance for publication. You can also use [SHERPA/RoMEO](#) to search for archiving allowances by either publisher or journal name.

Q. What if I don't like the copyright transfer agreement I'm given?

A. Copyright transfer or publication agreements are contracts, and contracts by their very nature are negotiable! Notify the editor that you are happy your article has been accepted and wish to have it published, but want to include it in our institutional repository, per our faculty policy. Some publishers operate a "squeaky wheel" when it comes to publication agreements, and have a second, more generous agreement they can offer you if you just ask.

Alternately, you can elect to attach an addendum to your publication agreement reserving the rights you wish to keep. (See the "Author Rights and Copyright" section of the ZSR [Open Access web page](#) for examples.) For editors/publishers who push back unfavorably, you can either try to negotiate for the preprint instead of the postprint, or elect to request the Dean to waive the policy for this particular work.

Q. Does this policy give copyright to the University?

A. No. Copyright resides with the author(s) who, when publishing, will either sign the copyright over to publishers and license rights back for the author(s), or keep the copyright and license rights to publishers.

Q. What does "nonexclusive, worldwide, irrevocable, royalty-free" mean in terms of this policy?

A. Nonexclusive = author retains copyright and can still do whatever he/she wishes with the work; Worldwide = applicable anywhere; Irrevocable = if the author leaves WFU the work stays in our repository; Royalty-free = the University cannot make money off the archived works

Q. How do faculty grant the University the right to distribute their works?

A. A nonexclusive, worldwide, irrevocable, royalty-free license is granted during the submission process to the institutional repository, WakeSpace, as the final step during the online deposit process.

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