Scholarly Communications, Author Rights & Publishing Options
Purpose

• To give future you a heads up on some issues that you will face as you progress beyond the role of RA
• Scholarly Communications
  • What it means
  • Why it’s important
• Managing your rights as an author
  • How you get those rights in the first place
  • Author agreements
• Open Access as a publishing option
  • Creative Commons permissions and the implications
Scholarly Communications

The formal and informal networks used by scholars to create, evaluate, communicate and preserve research and other creative scholarly outputs.

*Canadian Association of Research Libraries*
Scholarly Communications

1. Scholarly communications goes beyond scholarly publishing.
2. New notions of scholarship are evolving in the digital age.
3. Copyright is really a bundle of rights many of which authors need to effectively communicate research findings.
4. An increasing number of institutions and funders have developed Open Access mandates.
5. Scholars are turning to generalist and purpose built online social media tools

Keener, Molly, Kirchner, Joy, Shreeves, Sarah and Van Orsdel, Lee. “10 things you should know about ... scholarly communication”. ACRL 14th National Conference. 2009.
Scholarly Communications Networks

• Twitter – announce work, report on others work, follow disciplinary discussions.

• ResearchGate / Social Sciences Research Network / Academia.edu – post content, connect with colleagues, discover papers, measure impact.

• CiteULike – to share papers and see what your colleagues are reading.

• Virtual Research Environments – closed online environments where research teams can collaborate.

So why is all this new stuff important?

- Your work only has value if becomes known and accessible to others.
- It becomes even more valuable if it can be:
  - Discussed widely with direct feedback
  - Shared directly by you and others
  - Used in teaching
  - Preserved for future scholars
Rights management

• Copyright and employees in Canada
• Collective Agreements
• Copyright Transfer Agreements
Copyright and Employees in Canada

• Authors are deemed to be the first owner.

• Employers can have copyright under the following conditions:
  • The author is an employee under a service contract or apprenticeship.
  • The work is made in the course of the employment.
  • There is no agreement to the contrary.

Article 23: Copyrights, Patents and Author’s Rights

23.01 Except as dealt with in Clauses 23.05 and 23.06, the Board makes no claim to the copyrights in books, articles and similar material in the print or digital media written or prepared by any Member. The Board makes no claim to the copyright of any work of art, such as painting, sculpture, music or the like, created by any Member. The Board, therefore, undertakes to transfer to those Members who are the authors, and hereby transfers to those Members who are the authors, the copyrights of all material they have created in the print or digital media and in works of art.

“... the Board makes no claim to the copyrights in books, articles and similar material in the print or digital media written or prepared by any Member.”
Author Rights in an academic context

• So academic authors tend to retain their copyright in Canada
• RA’s are normally produce works in the course of employment. So the employer would be the copyright holder.
  • Unless you have an employment contract that grants you copyright
  • You might retain moral rights e.g. attribution or association with the work provided you haven’t waived those.

Copyright Transfer Agreements

INSTRUCTIONS -- COMPLETING THE ___ COPYRIGHT TRANSFER
AND RELEASE FOR ARTISTIC IMAGES, AUXILIARY MATERIAL, AND A/V RECORDING AND DISTRIBUTION

Thank you for submitting a paper for publication by ___. ___ publications are read throughout the world in print and digital formats. ___ must manage requests for reprinting, republishing, redistributing, digitizing, posting to servers, translating, anthologizing, and other actions. It is the policy of ___ to own the copyright or license on its technical publications to protect the interests of ___, its authors and their employers, and at the same time to facilitate the appropriate reuse of this material by others. United States Copyright Law requires that the transfer of copyright of each contribution from the author to ___ be confirmed. (See ___ Copyright Policy §2.1).

“It is the policy of ___ to own the copyright or license on its technical publications to protect the interests of ___, its authors and their employers, and at the same time to facilitate the appropriate reuse of this material by others.”
Retained Rights and Permitted Uses

(a) All rights and permissions the author has not granted to ____ are reserved to the Owner, including all other proprietary rights such as patent or trademark rights.

(b) Furthermore, notwithstanding the exclusive rights the Owner has granted to ____, Owner shall have the right to do the following:

I. Reuse any portion of the Work, without fee, in any future works written or edited by the Author, including books, lectures and presentations in any and all media.

II. Create a “Major Revision” which is wholly owned by the author

III. Post the Accepted Version of the Work on (1) the Author’s home page, (2) the Owner’s institutional repository, or (3) any repository legally mandated by an agency funding the research on which the Work is based.

IV. Post an “Author-izen” link enabling free downloads of the Version of Record in the ____ Digital Library on (1) the Author’s home page or (2) the Owner’s institutional repository;

V. Prior to commencement of the ____ peer review process, post the version of the Work as submitted to ____ (“Submitted Version” or any earlier versions) to non-peer reviewed servers;

VI. Make free distributions of the final published Version of Record internally to the Owner’s employees, if applicable;

VII. Make free distributions of the published Version of Record for Classroom and Personal Use;

VIII. Bundle the Work in any of Owner’s software distributions; and

IX. Use any Auxiliary Material independent from the Work.
Copyright Transfer Agreement

The ______ Association ("the Proprietor") will be pleased to publish your article ("the Work"), tentatively entitled

in the _____ Journal of _______ ("the Journal") if the Work is accepted for publication. The undersigned authors transfer all copyright ownership in and relating to the Work, in all forms and media, to the Proprietor in the event that the Work is published. However, this agreement will be null and void if the Work is not published in the Journal.

The undersigned authors warrant that the Work is original, is not under consideration by another journal, and has not been previously published.

(This agreement must be signed by all authors. A photocopy of this form may be used if there are more than 10 authors.)

Author’s name & signature Date Author’s name & signature Date
SPARC Author Addendum

• Provides a template that you can tailor to suit your needs
• Establishes that the Addendum and the Publication Agreement work in tandem but in the case of a conflict, the Addendum takes precedence
• Author’s retention of rights
  • Reproduce and distribute
  • Produce derivative works
  • Non-commercial authorization rights
• Publisher’s commitments
  • Provide the author with a publisher’s copy that is free of any DRM
Section summary

• Ultimately, authors are faced with the reality that most traditional journals will not permit the author to keep copyright and many will not sign an addendum

• The fact is, publishers don’t want copyright for some of the reasons that they say they do e.g.
  • Protect the interests of the author or their employers
  • Facilitate appropriate reuse by others

• Copyright allows them to limit access and as is the case with many resources, scarcity increases what they can charge for it.
Open Access Publishing – the Gold route

• Often relies on content creators (or their funders) to pay; traditional publishers rely on subscribers to pay
• Makes the content available online for free to the widest possible audience
• Generally allows authors to retain copyright and therefore overall control over their work
• In general though, OA journals are much the same as their traditional counterparts (quality varies, costs vary, impact varies)
Self Archiving – the Green route

• Usually involves publishing in a regular journal
• Signing over copyright
• Getting back the right to self-archive
• SHERPA/RoMEO and Dalhousie Libraries Open Access Libguide
Author Agreements in an OA Context

• Copyright often stays with the author.
• First publication rights are often granted to the journal.
• The journal receives a non-exclusive license to publish, distribute, archive and index.
• OA Journals often apply a Creative Commons License to their content
Creative Commons Primer

• A much more relevant framework for scholars
• Allows a more nuanced statement of permitted uses than traditional rights management regimes
Creative Commons – the lingo and the logo

• The lingo
  • CC – Creative Commons
  • BY - Attribution
  • NC – Non-Commercial
  • ND – No Derivatives
  • SA – Share-Alike
Creative Commons Combinations

- [http://creativecommons.org/licenses/](http://creativecommons.org/licenses/)
  - Attribution CC BY
  - Attribution-ShareAlike CC BY-SA
  - Attribution-NoDerivs CC BY-ND
  - Attribution-NonCommercial CC BY-NC
  - Attribution-NonCommercial-ShareAlike CC BY-NC-SA
  - Attribution-NonCommercial-NoDerivs CC BY-NC-ND
Conclusion

• The job is not finished when the research is complete.
• Think about the full range of options available for you to communicate with your community.
• Then think about what rights you will need to accomplish this.
• Choose the publishing option that best meets those needs.