

Retaining Rights To Your Work

Why retain rights?

- Often publishers create significant barriers for authors who want to reuse their work or allow others to use it. Negotiating changes to these standard agreements can help authors avoid unfortunate barriers to reuse and sharing.
- Some research funders request or require that work created with their funds be made available openly on the web (example: the [NIH requires](#) grant receivers to deposit articles into [PubMed Central](#)). Funder policies can be reviewed in the University of Nottingham's [SHERPA/JULIET](#) web site. The open access policies of other institutions can be viewed at [ROARMAP](#).

What are your rights?

- As the author of a work, you are the copyright holder unless or until you transfer your rights.
- Copyright law gives the creator of copyrighted works exclusive rights, including:
 - To reproduce the work in copies (e.g., through photocopying)
 - To distribute copies of the work
 - To prepare transitional or other derivative works
 - To perform or display the work publicly
 - To authorize others to exercise any of these rights
- Authors are often most interested in retaining rights to:
 - Reuse their work in teaching, future publications, and other scholarly and professional activities
 - Deposit their work in a university repository such as [UST Research Online](#)
- Know your rights under [Fair Use](#), the [TEACH Act](#), "public domain," and permissions to use copyrighted work. Copyright protection exists from the time the work is created in a fixed, tangible form of expression. However, registering a work for copyright affords the owner additional legal rights. You can register a work through the [Copyright Clearance Center](#) or directly with the [U.S. Copyright Office](#).

Which rights to retain?

- At a minimum: *Transfer copyrights but reserve some rights.*

Negotiating changes to the standard contract before publication can help authors retain rights, thus increasing options for authors as well as readership, citation, and impact of the work itself. Before signing, strikeout and modify language of the publishing contract by changing the contract from granting "exclusive" rights to the publisher to granting "non-exclusive" rights to the publisher. Initial the changes and submit a signed copy to the publisher. In many cases, publishers will accept changed contracts.

- Ideally: *Keep copyrights and transfer limited rights to the publisher.*
 - *Option One:* Cross out the original exclusive transfer language in the publication contract that your publisher provides and replace it with text such as the following:

"The author grants to the Publisher exclusive first publication rights in the Work, and further grants a non-exclusive license for other uses of the Work for the duration of its copyright in all languages, throughout the world, in all media. The Publisher shall include a notice in the Work saying "© [Author's Name]". Readers of this article may copy it

without the copyright owner's permission, if the author and publisher are acknowledged in the copy and copy is used for educational, not-for-profit purposes.”

- *Option Two:* Modify the publication agreement with an addendum that secures your right to distribute copies in the course of teaching, post work on personal or institutional websites and in open-access repositories, and create derivative works. For example, the Scholarly Publication & Academic Resources Coalition (SPARC) provides the [SPARC Author Addendum](#) for this purpose.
- *Option Three:* The [Creative Commons](#) helps you publish your work online while letting others know exactly what they can and can't do with your work. When you [choose a license](#), CC provides you with tools and tutorials that let you add license information to your own site, or to one of several free hosting services that have incorporated Creative Commons.

How to retain rights?

- Check the [SHERPA/RoMEO](#) web site to view the self-archiving and copyright policies of your publisher.
- Publisher policies and agreements are usually linked from the author information or article submission section of a journal's website.
- If the policy for the publisher you want to use isn't listed in the [SHERPA](#) database, or isn't what you desire, you can retain rights by specifying to the publisher of your article which rights you would like to keep.
- Modify the publisher's publication agreement with an addendum such as the [SPARC Author Addendum](#).
- Use a [Creative Commons license](#) in place of the license provided by the publisher.

Which publishers are likely to be flexible about these rights?

- Publisher policies and agreements vary considerably. The [SHERPA/RoMEO](#) database offers a summary of publisher copyright policies & self-archiving.
- While some publishers will not accept an addendum outright, they might respond by sending back a second, more author friendly publishing contract.
- Publisher policies change over time, and the terms stated on their web sites often vary from the terms of their actual agreements, so it is important to read the agreement itself.

Examples of Publisher Copyright/Publication Agreements:

- [American Physical Society](#)
copyright is transferred but clear and extensive rights are retained by the author
- Cambridge University Press, [American Political Science Association](#) (Copyright Agreement)
exclusive copyright is transferred to the publisher
- Blackwell Publishing, [Society for Applied Physiology](#) (Exclusive License Form)
exclusive copyright is transferred to the publisher
- [Elsevier](#) (Sample Copyright Transfer Agreement)
copyright is transferred but some rights are retained by the author

- [Nature Publishing](#) (License to Publish)
allows copyright to remain with the author
- [London Mathematical Society](#) (Publication Agreement)
allows copyright to remain with the author
- [Public Library of Science](#) (PLoS) (Open Access License)
author retains copyright under [Creative Commons](#) license
- Rockefeller University Press, [Journal of Experimental Medicine](#) (Copyright Policy/Provisional License to Publish)
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Where do I go with questions about these issues?

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Adapted from: *Rights To Your Work: Information for University of Iowa Authors*, the University of Iowa Libraries