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The Role of Author Rights

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The Role of Author Rights

Who is copyright for?



Intended for the public good

So what happened?

Publishers & societies...



...use copyright for non-knowledge ends, e.g., for profits and to sustain scholarly societies

Adapted from Lawrence Lessig's "The architecture of access to scientific knowledge" (<http://vimeo.com/22633948>)

....this system is “crazy” because ...

- ◆ the “creators” don’t get any money
- ◆ their works aren’t accessible
- ◆ they get their “payment” from a totally separate system

Adapted from Lawrence Lessig’s “The architecture of access to scientific knowledge” (<http://vimeo.com/22633948>)

“Not one author [creator]
should support this system”

Lawrence Lessig

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The Basic Basics of copyright

Where does copyright come from?

It just happens.

Protection is automatic once a work is fixed.

Registration is not necessary.

Copyright exists from the moment of creation, and lasts for the life of the author plus 70 years.

Joint authors each have equal, full copyright

Copyright is a bundle of rights



- ◆ The right to reproduce the work
- ◆ The right to distribute the work
- ◆ The right to prepare derivative works
- ◆ The right to perform the work
- ◆ The right to display the work
- ◆ The right to license any of the above to third parties

What is bundled can be un-bundled

Copyrights can be transferred only in writing

Specific rights can be kept or given away
by licenses (e.g., Creative Commons)
or by addenda (e.g., SPARC)
or by negotiation

Publishers traditionally *want ALL* rights

Publishers actually *need* the “right of first publication” ---that’s it, really!



Building a Culture of Access

This is where we come in

Most faculty *do not know that copyrights can be negotiated*—they sign whatever is put in front of them from the publisher



“If...then” – the secrets of reuse

Author's rights after publication depend wholly on the publishing agreement

- If all rights are retained, then limitless use/repurposing
- If some rights are retained, then use/repurposing is limited to negotiated rights
- If no rights are retained, then *fair use only*

Author's choice


Author keeps copyright and licenses specific rights to publisher (e.g., first publication)

(e.g., first publication)
rights to publisher
and licenses specific

Author gives copyright to publisher, who licenses specific rights back to author (e.g., derivatives, reproduction)

(e.g., derivatives, reproduction)
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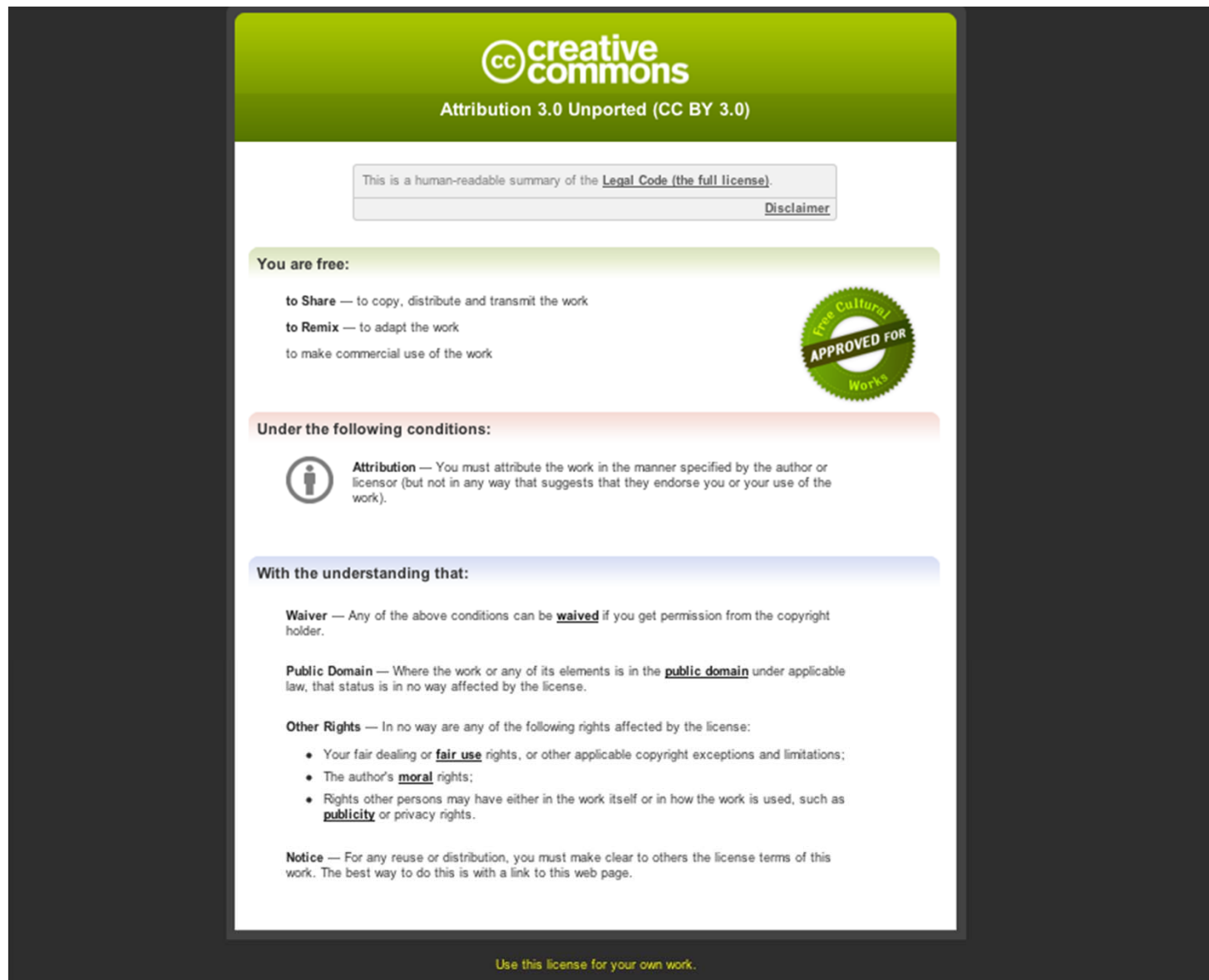
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addenda

AMENDMENT TO PUBLICATION AGREEMENT FOR BOWLING GREEN STATE UNIVERSITY AUTHORS AND COMPOSERS

1. THIS Amendment hereby modifies the attached Publication Agreement concerning the following Intellectual Asset (Check that which applies)

___ Article ___ Book ___ Book chapter ___ ~~Poem~~ ~~Music~~ composition
___ ~~Other~~ - specify _____

(title of submitted article, book, etc. as specified above)

(name of publication vehicle - journal, book in which article, book chapter, poem, composition, etc will be published)

2. The parties to the Publication Agreement and to this Amendment are:

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AUTHOR

PUBLISHER

(corresponding author on behalf of all authors)

Date

Date

Adapted from the "OhioLINK Template for Amendment to Publication Agreement."

Approved by the BGSU Office of General Counsel on April 29, 2008.

Talking points with faculty

- We own copyright until we sign it away
- Contracts are by nature negotiable, including publishing contracts
- Think ahead to how you *might* want to use your work
- Experimentation via CC licenses, attaching addenda or negotiating rights isn't scary and doesn't negate peer-review process or prestige

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Rights Agreement Exercise



This work was created by Molly Keener for the 14th ACRL National Conference, Scholarly Communication 101 workshop, updated by Molly Kleinman and Kevin Smith in March, 2010. It was revised and amended by Lee Van Orsdel in April 2012.

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