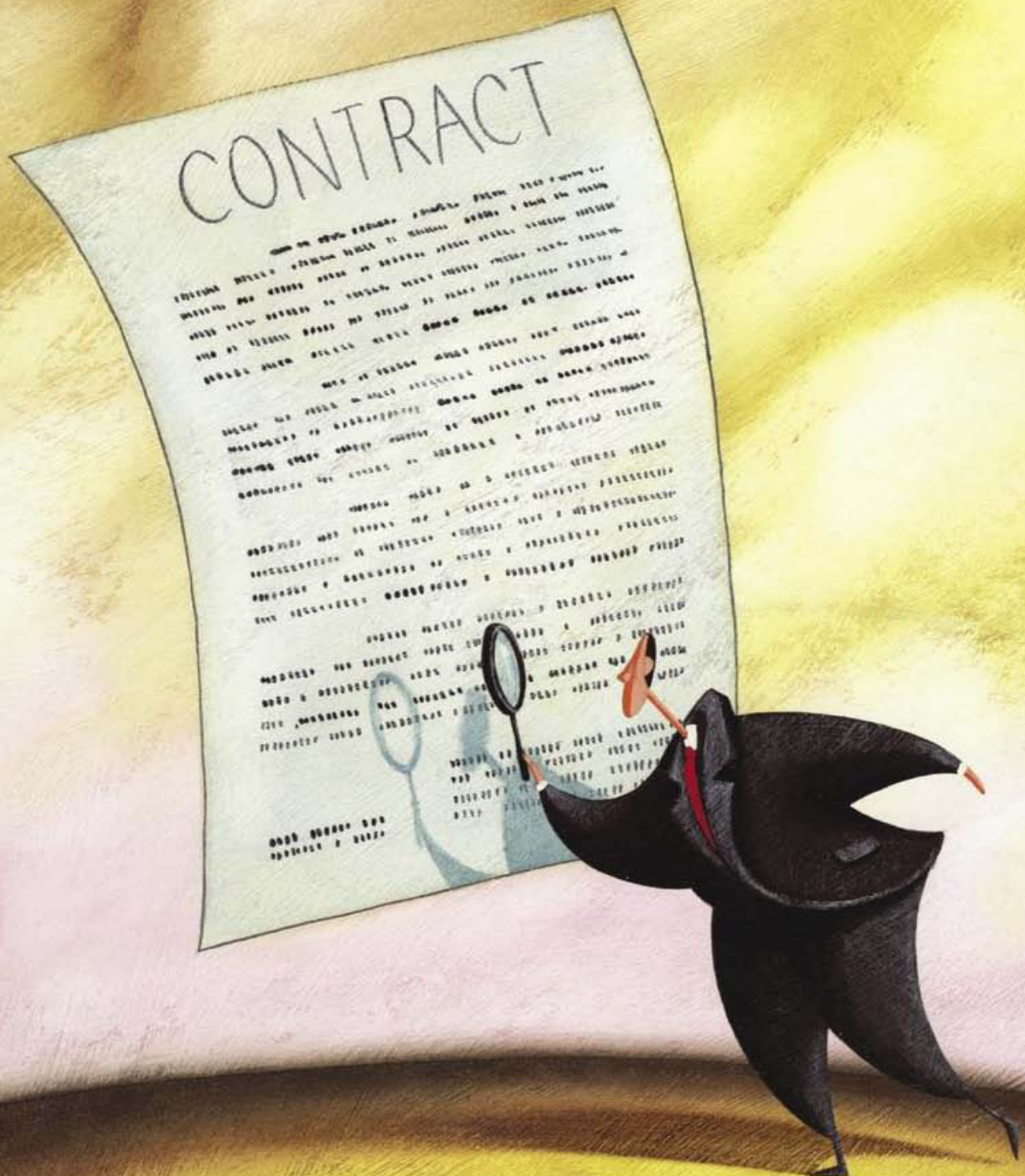


AUTHOR RIGHTS

A guide to securing your rights as a copyright holder



MIAMI UNIVERSITY LIBRARIES

A FORWARD



FROM PROVOST HERBST:

Dear colleagues,

Your scholarly and creative work is the product of many years of effort. You should, therefore, be aware of all the means available to protect your intellectual property rights, especially in this age when mechanisms for electronic dissemination are changing so quickly. This booklet provides valuable information on how to protect your rights using a free legal instrument from the Scholarly Publishing and Academic Resources Coalition. Please use this resource to your maximum benefit.

Dr. Jeffrey Herbst

Provost and Executive Vice President for Academic Affairs
Miami University

THE AUTHOR ADDENDUM

Your article has been accepted for publication in a journal and, like your colleagues, you want it to have the widest possible distribution and impact in the scholarly community. In the past, this required print publication. Today you have other options, like online archiving, but the publication agreement you'll likely encounter will actually prevent broad distribution of your work.

You would never knowingly keep your research from a readership that could benefit from it, but signing a restrictive publication agreement limits your scholarly universe and lessens your impact as an author.

Why? According to the traditional publication agreement, all rights - including copyright - go to the journal. You probably want to include sections of your article in later works. You might want to give copies to your class or distribute it among colleagues. And you likely want to place it on your Web page or in an online repository if you had the choice. These are all ways to give your research wide exposure and fulfill your goals as a scholar, but they are inhibited by the traditional agreement.

If you sign on the publisher's dotted line, is there any way to retain these critical rights?

Yes. The Author Addendum is a legal instrument that modifies the publisher's agreement and allows you to keep key rights to your articles. The Author Addendum is a free resource modified from the Scholarly Publishing and Academic Resources Coalition (SPARC) in partnership with Creative Commons and Science Commons, established non-profit organizations that offer a range of copyright options for many different creative endeavors.

**The Author Addendum can be found at
the end of this document and online:
<<http://sc.lib.muohio.edu>>.**

KNOW YOUR RIGHTS

AS THE AUTHOR.

The author is the copyright holder.

Typically, as the author of a work you are the copyright holder unless and until you transfer the copyright to someone else in a signed agreement. For specifics, please see section 15.6 of the Miami University Policy and Information Manual (MUPIM).

Assigning your rights matters.

Normally, the copyright holder possesses the exclusive rights of reproduction, distribution, public performance, public display, and modification of the original work. An author who has transferred copyright without retaining these rights must ask permission unless the use is one of the statutory exemptions in copyright law.

The copyright holder controls the work.

Decisions concerning use of the work, such as distribution, access, pricing, updates, and any use restrictions belong to the copyright holder. Authors who have transferred their copyright without retaining any rights may not be able to place the work on course Web sites, copy it for students or colleagues, deposit the work in a public online archive, or reuse portions in a subsequent work. That's why it is important to retain the rights you need.

Transferring copyright doesn't have to be all or nothing.

The law allows you to transfer copyright while holding back rights for yourself and others. This is the compromise that the Author Addendum helps you to achieve.

SCRUTINIZE

THE PUBLICATION AGREEMENT.

Read the publication agreement with great care.

Publishers' agreements (often titled "Copyright Transfer Agreement") have traditionally been used to transfer copyright or key use rights from author to publisher. They are written by publishers and may capture more of your rights than are necessary to publish the work. Ensuring the agreement is balanced and has a clear statement of your rights is up to you.

Publishing agreements are negotiable.

Publishers require only your permission to publish an article, not a wholesale transfer of copyright. Hold onto rights to make use of the work in ways that serve your needs and that promote education and research activities.

Value the copyright in your intellectual property.

A journal article is often the culmination of years of study, research, and hard work. The more the article is read and cited, the greater its value. But if you give away control in the copyright agreement, you may limit its use. Before transferring ownership of your intellectual output, understand the consequences and options.

WHAT IF THE PUBLISHER REJECTS THE AUTHOR ADDENDUM?

Explain to the publisher why it is important for you to retain rights to your own work.

Ask the publisher to articulate why the license rights provided under the the Author Addendum are insufficient to allow publication.

Evaluate the adequacy of the publisher's response in light of the reasonable and growing need for authors to retain certain key rights to their works.

Consider publishing with an organization that will facilitate the widest dissemination of their authors' works, to help them fulfill their personal and professional goals as scholars.

HOW TO USE THE ADDENDUM.

Complete the addendum.

Print a copy of the addendum and attach it to your publishing agreement.

Note in a cover letter to the publisher that you have included an addendum to the agreement.

Mail the addendum, publishing agreement and cover letter to your publisher.

SCHOLARLY COMMONS

<http://sc.lib.muohio.edu/>

Scholarly Commons at Miami University is a Digital Commons project that highlights university scholarship of various types and is another step in re-shaping the scholarly communication environment.

The Scholarly Commons is an electronic repository of the intellectual output of the Miami University community, and represents a way for Miami to organize, store and preserve its research in digital form in a single unified location.

Repositories are an excellent vehicle for working papers or copies of published articles and conference papers. By having the author's addendum as part of the publication agreement, the author retains the right to publish the article in a depository such as the Scholarly Commons.



"The Miami University Libraries support and encourage faculty to recognize their rights as researchers and retain privileges to their own works. The Author Addendum allows authors retain – at a minimum – the right to make their works available and to use them in the author's own teaching and future works. Author control is a key to reshaping scholarly communication and expanding the sharing of scholarship."

Judith A. Sessions

Dean and University Librarian
Miami University Libraries

AMENDMENT TO PUBLICATION AGREEMENT

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:

_____ (corresponding author),

_____,

_____, (individually, or if more than one author, collectively, the Author),

and _____, (the Publisher).

3. The parties agree that wherever there is any conflict between this Amendment and the Publication Agreement, the provisions of this Amendment supersede those of the Publication Agreement.

4. Notwithstanding any terms in the Publication Agreement to the contrary and in addition to the rights retained by Author or licensed by Publisher to Author in the Publication Agreement and any fair use rights of Author, Author and Publisher agree that the Author shall also retain the following rights:

a. The Author shall, without limitation, have the non-exclusive right to use, reproduce, distribute, create derivative works of the Intellectual Asset including update, perform, and display publicly, the Intellectual Asset in electronic, digital or print form in connection with the Author's teaching, conference presentations, lectures, other scholarly works, and for all of Author's academic and professional activities.

b. Once the Intellectual Asset has been published by Publisher, the Author shall also have all the nonexclusive rights necessary to make, or to authorize others to make, the final version of the Intellectual Asset available in digital form over the Internet, including but not limited to a web site under the control of the Author or the Author's employer or through any digital repository, such as OhioLINK's Digital Resource Commons or the National Library of Medicine's PubMed Central database.

c. The Author further retains all non-exclusive rights necessary to grant to the Author's employing institution the non-exclusive right to use, reproduce, distribute, display, publicly perform, and make copies of the Intellectual Asset in electronic, digital or in print form in connection with teaching, digital repositories, conference presentations, lectures, other scholarly works, and all academic and professional activities.

Final Agreement. This Amendment and the Publication Agreement, taken together, constitute the final agreement between the Author and the Publisher with respect to the publication of the Intellectual Asset and allocation of rights under copyright in the Intellectual Asset. Any modification of or additions to the terms of this Amendment or to the Publication Agreement must be in writing and executed by both Publisher and Author in order to be effective.

AUTHOR

PUBLISHER

(corresponding author on behalf of all authors)

Date

Date

OPTIONAL PROVISIONS FOR CONSIDERATION

1. Publisher agrees to provide to the author within 14 days of first publication and at no charge an electronic copy of the Intellectual asset in _____ format (example: publisher article in Adobe Acrobat Portable Document Format). The security settings for such copy shall be "No Security."
2. Publisher's Acceptance of this Addendum. Publisher's acceptance of this Amendment shall be manifested by executing a copy of this Amendment and returning it to the Author. Alternatively, Publisher assents to the terms of this Amendment if Publisher publishes the Intellectual Asset in the publication vehicle identified herein or in any other form without execution of this Amendment.