

Portland State University

**PDXScholar**

---

Online Northwest

Online Northwest 2022

---

Mar 25th, 1:40 PM - 4:10 PM

# Defending Your Rights: Author Agreements and Open Access

Holly Gabriel

*Southern Oregon University, gabrielh@sou.edu*

Thomas A. Dodson

*Southern Oregon University, dodsont@sou.edu*

Follow this and additional works at: <https://pdxscholar.library.pdx.edu/onlinenorthwest>

**Let us know how access to this document benefits you.**

---

Gabriel, Holly and Dodson, Thomas A., "Defending Your Rights: Author Agreements and Open Access" (2022). *Online Northwest*. 12.

<https://pdxscholar.library.pdx.edu/onlinenorthwest/2022/schedule/12>

This 60-minute Presentation/Panel is brought to you for free and open access. It has been accepted for inclusion in Online Northwest by an authorized administrator of PDXScholar. Please contact us if we can make this document more accessible: [pdxscholar@pdx.edu](mailto:pdxscholar@pdx.edu).





MARCH 25, 2022

# DEFENDING YOUR RIGHTS: AUTHOR AGREEMENTS & OPEN ACCESS

Holly Gabriel & Thomas Dodson  
Online Northwest Conference



# PRESENTER S

**Holly Gabriel**

Open Access &  
Government  
Information

Librarian

Southern Oregon  
University

[gabrielh@sou.edu](mailto:gabrielh@sou.edu)





# TODAY, YOU'LL LEARN MORE ABOUT

- How to understand and evaluate copyright agreements
- How to investigate and interpret a journal's standard  
copyright policy
- The benefits of retaining authors' rights and making work

# QUICK COPYRIGHT REVIEW

**Copyright is a bundle of rights, held by the author of a work, that comes into being the moment that work exists in a fixed form.**

## **The bundle:**

**Right to distribute**

**Right to reproduce**

**Right to create derivative works**

**Right to publicly perform and display**

# ARTICLE VERSIONS

Preprint	Postprint	Version of Record

# ARTICLE VERSIONS

Preprint	Postprint	Version of Record
Version submitted to journal	Author's final version	Version as it appears in journal
Before peer-review	Post-refereeing No publisher's formatting	Journal has copyedited Has journal's formatting
"Submitted version" "Submitted manuscript"	"Accepted author manuscript" "Accepted version" "Final manuscript version"	"Published version" "Final Version" "PDF version"

# WHY RETAIN RIGHTS?

- **Allow more people to read, share, and cite your work**
- **Allow readers to print, copy, and use your work**
- **Ensure you can distribute your work via your**





**OPEN ACCESS PUBLISHING  
GIVES READERS  
THE MOST ACCESS**



**“Open Access (OA)  
literature is digital,  
online, free of charge,  
and free of most  
copyright and  
licensing restrictions.”**

*—Peter Suber, Director of the  
Harvard Open Access Project*





# GOLD OA

**Author publishes the article in an online OA journal**

**Available upon publication with no subscription required**

**Authors might pay an article-processing charge (APC)\***

**Examples include Public Library of Science (PLOS) and BioMed Central**

**\*Approximately 30% of peer-reviewed OA Journals  
Source: Directory of Open Access Journals**

# GREEN OA

**Author self-archives materials at the repository level**

**Authors share a version of article (in alignment with licensing agreement) in an institutional or disciplinary repository**

**Licensing agreement may require an embargo**

**Examples include University of Oregon Scholars' Bank, Digital Access to Scholarship at Harvard (DASH), and disciplinary repositories.**



# HYBRID OA

**Non-OA journals may offer an option for an author to make an individual article freely accessible for an additional fee.**

**Other articles in the same journal remain accessible only through subscription**

**May result in the author or the author's institution paying twice to access the material**

**Some faculty are only familiar with this method for making works openly available and may think this is what is always meant by the term “Open Access”**

# LICENSE AGREEMENTS

**This is an example of a standard license agreement an author will be asked to complete if a paper is accepted for publication**

**<https://authorservices.wiley.com/asset/Exclusive-License-Agreement-Sample.pdf>**



# SHERPA ROMEO DATABASE

**Lists the terms of a journal publisher's standard licensing agreement**

**Includes information about self-archiving policies**

**Information about paid access options (i.e., Hybrid OA) with direct links to publisher policies**



# PLOS BIOLOGY

- OA Journal
- Can distribute final version



PLOS  
BIOLOGY

“Decline effect” in  
ocean acidification studies



# CHEMISTRY AND ECOLOGY

Offers Hybrid OA for final  
version

Postprint

1 year embargo for  
repositories

No embargo for personal

Home ► All Journals ► Chemistry and Ecology ► List of Issues ► Volume 38

## Chemistry and Ecology

Submit ▼ About ▼ Browse ▼ Subscribe ▼



### Chemistry and Ecology (2022)

See all volumes and issues

< **Volume 38, 2022** >

Browse this journal

- Latest articles
- Current issue

Issue 2 Issue 1

Download citations Download

HANDS ON  
WITH  
SHERPA ROMEO



# WHY NEGOTIATE?

- Allow more people to read, share, and cite your work
- Make it easier for instructors and colleagues to assign and discuss your work in class

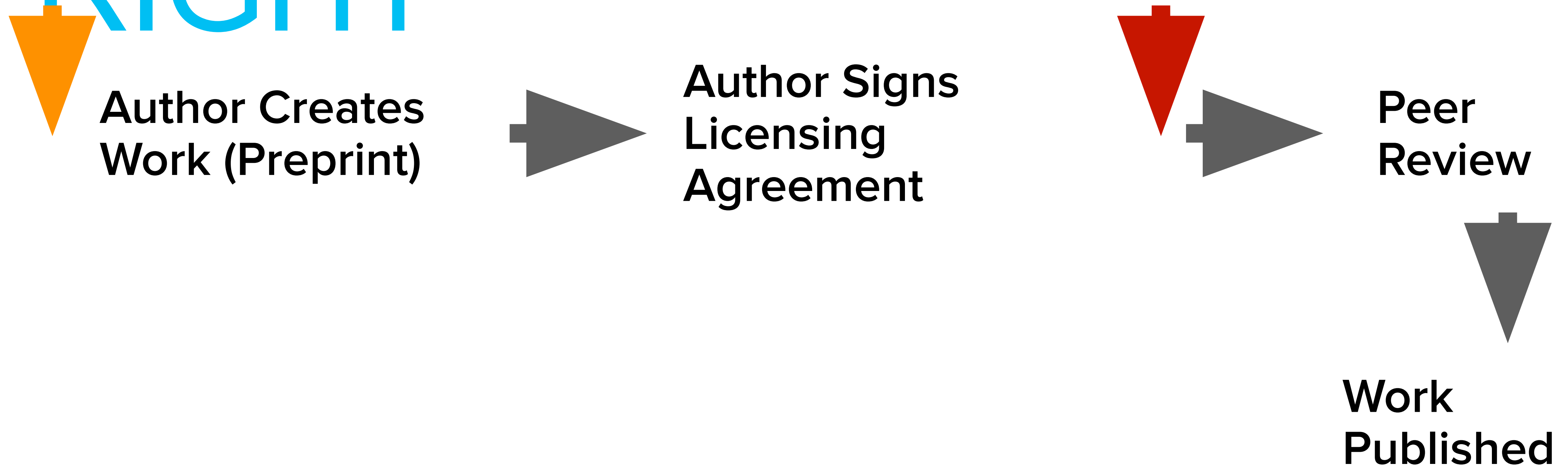
■ Make it easier for instructors and colleagues to assign and discuss your work in class

# NEGOTIATING WITH PUBLISHERS

- **Don't be afraid to ask for changes**
- **Make a list of the rights you want to retain before the negotiation begins**
- **Be knowledgeable about your institution's OA Policy**



# POLICIES & PUBLISHING, GETTING THE TIMING RIGHT



# FUNDER POLICIES

**National Institutes of Health (NIH)**  
**National Science Foundation (NSF)**  
**Institute of Education Sciences (IES)**

**Sherpa Juliet**



# UNIVERSITY POLICIES

## Harvard-style OA Policy

1. Policy grants the institution certain **nonexclusive** rights to **future** research articles published by faculty
2. Requires deposit in the institution's repository (Green OA)
3. "Opt-out" policy, default is permission for OA
4. Offers authors a waiver option or opt-out from that license (on an article-by-article basis)
5. No need to negotiate with publishers to retain rights; these are "granted back."
6. Does not result in copyright infringement when implemented properly

# HARVARD MODEL LANGUAGE

**“Each Faculty member grants to the [university] permission to make available his or her scholarly articles and to exercise the copyright in those articles. In legal terms, the permission granted by each Faculty member is a nonexclusive, irrevocable, paid-up, worldwide license to exercise any and all rights under copyright relating to each of his or her scholarly articles, in any medium, and to authorize others to do the same, provided that the articles are not sold for a profit.”**



# HARVARD MODEL LANGUAGE

**“Each Faculty member grants to the [university] permission to make available his or her scholarly articles and to exercise the copyright in those articles. In legal terms, the permission granted by each Faculty member is a nonexclusive, irrevocable, paid-up, worldwide license to exercise any and all rights under copyright relating to each of his or her scholarly articles, in any medium, and to authorize others to do the same, provided that the articles are not sold for a profit.”**

# TRANSFERRING RIGHTS BACK TO THE AUTHOR

**By virtue of the policy, faculty authors retain or regain certain rights to their work, including rights that they might have transferred away in their license agreement.**



# HOW IT WORKS

- Not imposed on faculty by administration, but debated and voted on by relevant faculty body
- University's right to distribute faculty work is granted the moment the policy is passed and applies to future publications (not retroactive)
- Secures author rights without faculty author needing to take any

# WAIVERS

- University license granted by the policy can be waived on an article by article basis
- Does not waive commitment to deposit (may be “dark deposit”)
- Applying for waiver simply involves filling out a web form
- Always granted, no questions asked



# HOW IT WORKS, PART II

- **Faculty do not have to make deposits themselves**
- **Can be made by librarians, student workers, faculty assistants**
- **Faculty complete a one-time Assistant Authorization**
- **“Act on Acceptance.” Faculty authors deposit postprint at the time**

# REFERENCES

Langham-Putrow, A., Bakker, C., & Riegelman, A. (2021). Is the open access citation advantage real? A systematic review of the citation of open access and subscription-based articles. ***PLOS ONE* 16**(6):

e0253129. <https://doi.org/10.1371/journal.pone.0253129>

Piwowar, H., Priem, J., Larivière, V., Alperin, J.P., Matthias, L., Norlander, B., Farley, A., West, J., & Haustein, S. (2018). The state of OA: a large-scale analysis of the prevalence and impact of Open Access

articles. ***PeerJ* 6:e4375** <https://doi.org/10.7717/peerj.4375>

Suber, P. (2021). Author rights and the Harvard open access policies: a response to Patrick

Alexander. ***Insights*, 34**(1), 8. DOI: <http://doi.org/10.1629/uksg.543>

Suber, P. (2012). ***Open Access***. The MIT Press.

**Suber, P., & Darnton, R. (2008).** *Knowledge unbound: selected writings on open*

Access 2002-2011. **The MIT Press**



# QUESTIONS & COMMENTS



# GET IN TOUCH

**Holly Gabriel**

Open Access &  
Government  
Information

Librarian

Southern Oregon  
University

[\*\*gabrielh@sou.edu\*\*](mailto:gabrielh@sou.edu)

