Workshop Overview

• Who owns © in what you create
  – CU intellectual property overview
• What publishers would like
• What author’s might want
  – Ownership
  – Open access
• What options are available to authors
• How to license content to others (CC)
Who owns copyright?

- Normally the author
- Exception: work for hire
Work for Hire: 2 types

1. Employers own work of employees
2nd Type: Commissioned Work

- “a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas…”

- Agreement must be in writing
CU’s IP Policy

• Found at:
  <http://www.policy.cornell.edu/cm_images/uploads/pol/Copyright.html>
• Distinguishes between academic staff, non-academic staff, and students
• Also distinguishes between traditional works (books, articles, etc.), patentable works, and encoded works that require a large commitment of CU resources
Academic Employees

• You own © in traditional works

• Exceptions:
  – Grant and contract terms take precedence
  – Administrative work belongs to CU
  – Exceptional commitment of resources (i.e., distance learning courses) belong in part to CU

• Questions: contact Pat McClary
Others at CU

• Non-Academic Staff
  – © belongs to Cornell
• Students
  – © belongs to students
• Exceptions:
  – Student employees
  – Grant, contract terms
  – Specific college requirements
How does one secure copyright protection?

• By fixing an original work of authorship
  – Automatic Protection since 1 March 1989
  – No requirement for notice or registration
What do Publishers Want?

• It depends...
  – Sometimes nothing at all
  – Sometimes a license to publish
  – Most often, © transfer
The AVMA requires that all authors of a manuscript submitted for publication in the *Journal of the American Veterinary Medical Association* or *American Journal of Veterinary Research* transfer copyright to the AVMA prior to publication.
What happens when you sign?

• You may lose the right to:
  – Use the work in your own teaching
  – Modify the work in future publications
  – Store a copy on a web site
  – Share the work with colleagues
  – Even post a copy of the work in the hallway!
Examples

• Robert Gilmour...
• 2\textsuperscript{nd} edition...

• Departmental web site with faculty papers
  – 3 people working for 3 months
Findings

- All publishers allowed free use of the abstract and a single figure from each paper.
- Most publishers also allowed the use of the pre- and/or post-prints of the journal articles (i.e., not in the format of the publisher), provided that the original source of the publisher is credited. In many cases, the publishers also required a link to their website.
- In rare cases, the publishers allowed the use of the complete pdf version of the paper as published.
Making Materials Freely Available

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

- Open access leads to more citations
- **CU Faculty Senate Resolution (2005):**
  *The Senate strongly encourages all faculty, and especially tenured faculty, to consider publishing in open access, rather than restricted access, journals or in reasonably priced journals that make their contents openly accessible shortly after publication*
Summary of what authors want:

- Ownership of content
- Ability to make it freely available to others
- Increased readership and citations

How do you do it?
Option 1: Pick your publisher carefully

<http://www.doaj.org/>

2,433 free, full text, quality controlled scientific and scholarly journals
Some publishers permit access...

http://www.sherpa.ac.uk/romeo.php
Some publishers let you pay

- Completely free
  - Example: PLOS
  - Charges: $2k-$2.5K/article
- Open Access as an option
  - Removes price, but leaves other © restrictions in place
Option 2: Use an OA repository

Two kinds of repositories:

1. Subject-based (ArXiv, Pub Med Central)
2. Institutional (DSpace at CU; Digital Commons@ILR)
Efforts to mandate OA deposit

- NIH voluntary deposit request
- Mandates from some granting agencies
- OA deposit may need permission of the journal
Option 3: 1st Publication License

- Retain ownership of your ©, but license to the publisher the rights it needs
  - UK Study: 40% of publishers have this as an option
  - 21% will make it an option if you ask
- Often requires you to rewrite contract (if publisher doesn’t offer)
International Union of Crystallography
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Option 4: Use an Author’s Addenda

- Standardized way to get the terms you want.
- 5 to chose from:
  - SPARC
  - MIT
  - Science Commons Scholar’s Copyright (3 flavors)

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