Keeping Your Copyright

Peter Hirtle
CUL Intellectual Property Officer
pbh6@cornell.edu
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?

- Sometimes nothing at all
- Most often, © transfer
- Sometimes a license to publish
COPYRIGHT
ASHS retains copyright for all of its publications. Permission to reprint, republish, or reproduce individual contributions or parts of contributions must be obtained from ASHS. Also, ASHS requires that credit be given by indicating the volume number, pagination, and date of 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...
- 2nd 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.
Summary of what authors want:

- Ownership of content
- Ability to make it freely available to others
- Ability to authorize others to use it in teaching, research
- Increased readership and citations

How do you do it?
4 Options

• Publish in an open access journal
• Publish in a journal that allows posting to open access repository
• License publication, but keep your ©
• Transfer ©, but keep some rights
Option 1: Open Access Journals

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

• Open access may lead to more citations
Open Access at Cornell

• 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.
Free Open Access Journals

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

2,433 free, full text, quality controlled scientific and scholarly journals
Some publishers let you pay for Open Access

- Completely free
  - Example: PLOS
  - Charges: $2k-$2.5K/article

- Open Access as an option
  - Removes price, but leaves other © restrictions in place

Open Access: Everything we publish is freely available online for you to read, download, copy, distribute, and use (with attribution) any way you wish.
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)
Some publishers permit deposit

http://www.sherpa.ac.uk/romeo.php

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Journal: Journal of Ornithology (ISSN: 0021-8375)
Publisher: Springer Science ++ Business Media

These summaries are for the publishers default policies and changes or exceptions can often be negotiated by authors. All information is correct to the best of our knowledge but should not be relied upon for legal advice.

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<th>Publisher</th>
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<td>Pre-print:</td>
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<td>Articles in some journals can be made Open Access on payment of additional charge</td>
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- Welcome Trust (Compliant)
- arc (Compliant)
- ARC (Compliant)
- BBSRC (Compliant)
- BHE (Compliant)
- CSO (Compliant)
- DoHNIH (Compliant)
- DFG (Compliant)
- ESRC (Compliant)
- FWF (Compliant)
- Inserm (Compliant)
- MRC (Compliant)
- NHMRC (Compliant)
- NIH (Compliant)
- NERC (Compliant)
- PPARC (Compliant)

Mandated OA:

Paid access: Open Choice

Copyright: view policy

RoMEO: This is a RoMEO green publisher
Efforts to mandate OA deposit

- NIH voluntary deposit request
- Mandates from some granting agencies
Petition for Public Access to Publicly Funded Research in the United States

SIGN THE PETITION

We, the undersigned, believe that broad dissemination of research results is fundamental to the advancement of knowledge. For America’s taxpayers to obtain an optimal return on their investment in science, publicly funded research must be shared as broadly as possible. Yet too often, research results are not available to researchers, scientists, or the members of the public. Today, the Internet and digital technologies give us a powerful means of addressing this problem by removing access barriers and enabling new, expanded, and accelerated uses of research findings.

We believe the US Government can and must act to ensure that all potential users have free and timely access on the Internet to peer-reviewed federal research findings. This will not only benefit the higher education community, but will ultimately magnify the public benefits of research and education by promoting progress, enhancing economic growth, and improving the public welfare.

We support the re-introduction and passage of the Federal Research Public Access Act, which calls for open public access to federally funded research findings within six months of publication in a peer-reviewed journal.
Cautions for Deposit

• Some journals think pre-prints = publication
  – Won’t accept the article
• © transfer = permission of journal
• May not have rights the repository requires
Option 3: 1st Publication License

• Retain ownership of your ©, but license to the publisher the rights it needs
  – UK Study: 20% of publishers have this as an option
  – Another 21% will make it an option if you ask

• Often requires you to rewrite contract (if publisher doesn’t offer)

http://copyrighttoolbox.surf.nl/copyrighttoolbox/authors/licence/
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)
  
  http://www.sciencecommons.org/projects/publishing/
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   (journal name)

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   (corresponding author on behalf of all authors) (Date)

   PUBLISHER

   (Date)

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The Senate urges faculty members to attach the SPARC Author’s Addendum to publishing contracts that they sign unless they arrange to retain copyright itself and transfer only the right of first print and electronic publication.
Creative Commons

- Standardized way of expressing rights
- Based on copyright ownership
- Tells users what they can do

www.creativecommons.org
Summary

• Read your contracts!
• Ask for the rights you want
• There are lots of easy options:
  – Pick the right publisher
  – Deposit in an OA repository
  – Grant a publication license
  – Use an author’s addenda
• Grant permissions in advance