

- **Author Addenda and the Publisher Agreement (Copyright Transfer forms)**

Until recently, the primary method that authors could use to retain some rights in their writings was to rewrite the contract with the publishers themselves. Thanks to the development of standardized author addenda, the task has become much simpler. *An author's addendum is a standardized legal instrument that modifies the publisher's agreement and allows the author to keep key rights.* The addenda usually spells out what rights the author does or does not have in several key areas:

- The extent of the author's ability to continue to use the copyrighted work even after the transfer of copyright to a publisher, including the ability of the author to make copies of the work or prepare new works based on the copyrighted work.
- The author's ability to authorize others to use the work.
- Whether and when the author's institution can make any use of the work.
- Whether and when the author's funding agency can make use of the work.
- When and under what circumstances, if any, people at other institutions can use the work.
- What legal protections are available to the author.

Three different organizations - MIT, Science Commons (through its Scholar's Copyright project), and SPARC - have worked with lawyers to develop self-sufficient addenda that address these issues. These addenda can be attached to the publishing contracts received by publishers and are likely to be legally binding.*

*From Peter B. Hirtle of Cornell University, <http://www.dlib.org/dlib/november06/hirtle/11hirtle.html>

- **Copyright: A bundle of rights:**

The copyright rule, the copyright law (17 USC Sec. 106) protects the following rights of a copyright holder (not necessarily the author/creator) to do or authorize the following:

1. to reproduce the copyrighted work in copies or phonorecords;
2. to prepare derivative works based upon the copyrighted work;
3. to distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
4. in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the copyrighted work publicly; and
5. in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly.

Thus, a copyright holder not only may do any of the five above things, but the copyright holder may also authorize another to do one or more of these things.

The authorization is a license (see *License* below) of another to either reproduce, prepare derivative works, distribute, perform or display, in the manner specified in the license.

Copyright:

- Copyright can be transferred in whole or in part (see *License*, below)
- Copyright transfers are by definition exclusive

- **License, Non-Exclusive**

"Granting a license means granting rights of use to that whose intellectual property one does not own" - licenses do not transfer copyright

- A license is essentially a business deal

Brief Glossary of Terms and Concepts used in Open Access

License (contractual) rights (not owned)

- licenses can be exclusive (often true in publishing) or
- licenses can be non-exclusive (when libraries license info) or Open Access policy, like Harvard's or KU's.
- A time period is always established

Copyright (belongs to the creator or owner)

- Copyright can be transferred in whole or in part
- Copyright transfers are by definition exclusive
- For duration of copyright or a lesser time*

*From Ann Okerson's powerpoint, <http://www.library.yale.edu/~okerson/Singapore2Basics.ppt>)

- **Peer Review and Open Access**

Open Access is an access model—a method for readers/scholars to access documents using the internet. It does not, in any way interfere with normal peer review that occurs in the scholarly literature. This "open" access model does not interfere with normal refereeing or peer review or editing, any more than a "toll" or fee based access model does.

- **Post-print**

A scholarly article in its final form, after it has gone through the peer review/refereeing process. Publishers often distinguish between pre- and post-prints in their policies on self-archiving articles. Post-prints are not the PDF produced by the publishers, but may be a Word or PDF produced by the author. Since additional changes may occur during the proofing process, post-prints are not considered "the version of record" and thus are of lesser value than the published version of an article. See also the *SHERPA* definition.

- **Pre-print**

A scholarly article that has not yet passed the peer review/refereeing process.

- **Publisher PDF**

The final peer reviewed version of a paper, with type-setting and copying editing done by publisher as published by journal.

- **SHERPA/RoMEO publisher copyright policies & self-archiving site: <http://www.sherpa.ac.uk/romeo/>**

(SHERPA: Securing a Hybrid Environment for Research Preservation and Access)

Use this site to find a summary of publisher policies/permissions that are normally given as part of each publisher's copyright transfer agreement. Searchable by publisher name or journal title. Find out if you can post versions of your articles in ScholarWorks or in other open access repositories like PubMed Central.

Several of the above entries taken from: <http://www.library.uiuc.edu/scholcomm/glossary.html>