Copyright & Your Research

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Today’s Message

There is war going on..
A war over copyright..
And you’ve been drafted!
What is copyrighted?

• Original creative expression
  – Not facts
  – Not data
• Not the public domain
• Plagiarism vs. © infringement
Who owns copyright?

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

1. Employers own work of employees
2. Some contracted works
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
Scholarly Communications Workflow

Authors

Free

Publishers

Funding Agencies

Universities

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The Cost of Journals

http://engineering.library.cornell.edu/about/StickerShock2
What do Publishers Want?

• It depends...
  – Sometimes nothing at all
  – Sometimes a license to publish
  – Most often, © transfer
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- Turn over all rights in your work
- No derivative works
- No “competing works”
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- Wait until you can make a version available online
- Your first-born child…
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- To alter the work, add to the work, or update the content of the work
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- To be informed of any uses, reproductions, or distributions of the work
- To perform or display the work
Desired Author Rights

- To make oral presentation of the material in any forum
- To authorize making materials available to underdeveloped nations for humanitarian purposes
- To grant permission to faculty and students at other universities to use the material
- To archive and preserve the work as part of either a personal or institutional initiative, e.g. in your own web site, an institutional repository, or a subject repository
- To comply with funder mandates
- To determine when and against whom copyright litigation can be brought

Most of all...

- Maximum possible readership
Publishers aren’t serious, are they?

- Faculty reuse of work
- 2\textsuperscript{nd} edition...
- Grad student

- Departmental web site with faculty papers
  - 3 people working for 3 months
• Lawsuits over educational use
  – Cambridge U.P. v. Becker
  – Cambridge U.P. v. Delhi University

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

*Peter Suber*
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/>

9,897 full text, quality controlled scientific and scholarly journals

Most open access journals do not require payment of any kind
Some publishers let you pay for Open Access

- **Completely free**
  - Charges: $1.5K-$2.5K

- **Open Access as an option**
  - Removes access fees, but leaves other © restrictions in place
  - $2.7K-$4K

- **New option**: PeerJ: $99-$259/life membership
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Option 2: Use an OA repository

Two kinds of repositories:

1. Subject-based (ArXiv, Pub Med Central)
2. Institutional (D-Scholarship@Pitt)
Some publishers permit deposit

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

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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.
Mandates

• NIH requirement
  – All NIH-funded research to PubMed Central
  – Rationale: public is owed access to research it funds
  – See http://www.library.cornell.edu/nihmandate/

• OSTP initiative for other agencies
• Make sure you retain needed rights!
University Mandates

• Harvard, Duke, California
  – Faculty impose deposit requirements on themselves

• Michigan, Virginia
  – University claim ownership as work for hire; transfer to faculty but retain deposit rights

• Applies to post-refereed manuscripts, not published versions
“Academic Spring,” 2012

- Publishers tried to outlaw government mandates
  - Research Works Act
- Result: “Boycott Elsevier” campaign
  - [http://thecostofknowledge.com/](http://thecostofknowledge.com/)
  - 12,000+ scientists refuse to publish in Elsevier journals
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Summary

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