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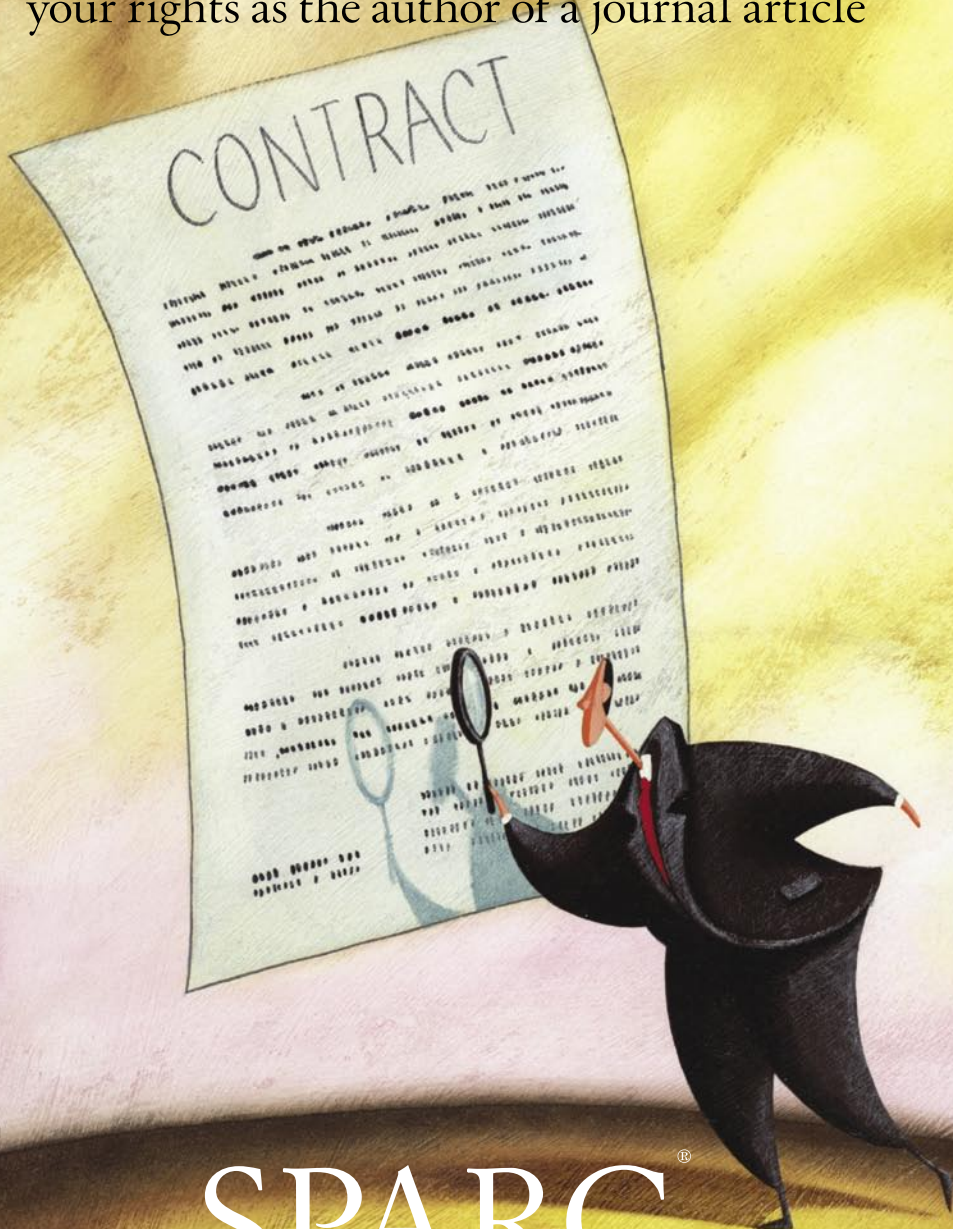
Im Handout finden Sie nähere Informationen über Ihre Möglichkeiten bis hin zu einem vorformulierten Vertragszusatz (SPARC Author's Addendum).

**Sprechen Sie uns an!**

**Ihre IFM-GEOMAR-Bibliothek**

# AUTHOR RIGHTS

Using the SPARC Author Addendum to secure your rights as the author of a journal article



bruno

SPARC<sup>®</sup>

# THE SPARC AUTHOR ADDENDUM

YOUR ARTICLE HAS BEEN ACCEPTED FOR PUBLICATION in a journal and, like your colleagues, you want it to have the widest possible distribution and impact in the scholarly community. In the past, this required print publication. Today you have other options, like online archiving, but the publication agreement you'll likely encounter will actually prevent broad distribution of your work.

You would never knowingly keep your research from a readership that could benefit from it, but signing a restrictive publication agreement limits your scholarly universe and lessens your impact as an author.

Why? According to the traditional publication agreement, all rights — including copyright — go to the journal. You probably want to include sections of your article in later works. You might want to give copies to your class or distribute it among colleagues. And you likely want to place it on your Web page or in an online repository if you had the choice. These are all ways to give your research wide exposure and fulfill your goals as a scholar, but they are inhibited by the traditional agreement. If you sign on the publisher's dotted line, is there any way to retain these critical rights?

Yes. The SPARC Author Addendum is a legal instrument that modifies the publisher's agreement and allows you to keep key rights to your articles. The Author Addendum is a free resource developed by SPARC in partnership with Creative Commons <<http://www.creativecommons.org>> and Science Commons <<http://science.creativecommons.org>>, established non-profit organizations that offer a range of copyright options for many different creative endeavors.

The SPARC Author Addendum is online at  
<<http://www.arl.org/sparc/author/>>.

# KNOW YOUR RIGHTS AS THE AUTHOR.

- The author is the copyright holder.

As the author of a work you are the copyright holder *unless* and *until* you transfer the copyright to someone else in a signed agreement.

- Assigning your rights matters.

Normally, the copyright holder possesses the exclusive rights of reproduction, distribution, public performance, public display, and modification of the original work. An author who has transferred copyright without retaining these rights must ask permission unless the use is one of the statutory exemptions in copyright law.

- The copyright holder controls the work.

Decisions concerning use of the work, such as distribution, access, pricing, updates, and any use restrictions belong to the copyright holder. Authors who have transferred their copyright without retaining any rights may not be able to place the work on course Web sites, copy it for students or colleagues, deposit the work in a public online archive, or reuse portions in a subsequent work. That's why it is important to retain the rights you need.

- Transferring copyright doesn't have to be all or nothing.

The law allows you to transfer copyright while holding back rights for yourself and others. This is the compromise that the SPARC Author Addendum helps you to achieve.

# SCRUTINIZE THE PUBLICATION AGREEMENT.

- Read the publication agreement with great care.

Publishers' agreements (often titled "Copyright Transfer Agreement") have traditionally been used to transfer copyright or key use rights from author to publisher. They are written by publishers and may capture more of your rights than are necessary to publish the work. Ensuring the agreement is balanced and has a clear statement of your rights *is up to you.*

- Publishing agreements are negotiable.

Publishers require only your permission to publish an article, not a wholesale transfer of copyright. Hold onto rights to make use of the work in ways that serve your needs and that promote education and research activities.

- Value the copyright in your intellectual property.

A journal article is often the culmination of years of study, research, and hard work. The more the article is read and cited, the greater its value. But if you give away control in the copyright agreement, you may limit its use. Before transferring ownership of your intellectual output, understand the consequences and options.

## A BALANCED APPROACH TO COPYRIGHT MANAGEMENT:

### Authors

- Retain the rights you want
- Use and develop your own work without restriction
- Increase access for education and research
- Receive proper attribution when your work is used
- If you choose, deposit your work in an open online archive where it will be permanently and openly accessible

### Publishers

- Obtain a non-exclusive right to publish and distribute a work and receive a financial return
- Receive proper attribution and citation as journal of first publication
- Migrate the work to future formats and include it in collections

# WHAT IF THE PUBLISHER REJECTS THE AUTHOR ADDENDUM?

- Explain to the publisher why it is important for you to retain these rights in your own work.
- Ask the publisher to articulate why the license rights provided under the SPARC Author Addendum are insufficient to allow publication.
- Evaluate the adequacy of the publisher's response in light of the reasonable and growing need for authors to retain certain key rights to their works.
- Consider publishing with an organization that will facilitate the widest dissemination of their authors' works, to help them fulfill their personal and professional goals as scholars.

The SPARC Author Addendum does more than make it easy for researchers to comply with the NIH Public Access Policy. Taking full advantage of new Web technologies, Science Commons is developing a machine-readable version of the SPARC Addendum in a language called "Resource Description Framework," or RDF (developed by the same inventors who brought us the World Wide Web). This version will pave the way for authors to preserve freedoms with just a few clicks on a Web page.

# HOW TO USE THE SPARC AUTHOR ADDENDUM:

1. **Complete** the addendum at <http://www.arl.org/sparc/author/>.
2. **Print** a copy of the addendum and attach it to your publishing agreement.
3. **Note** in a cover letter to your publisher that you have included an addendum to the agreement.
4. **Mail** the addendum with your publishing agreement and a cover letter to your publisher.

## DEPOSITING YOUR ARTICLE IN NIH'S PUBMED CENTRAL:

If your goal is simply to secure the right to deposit your article in NIH's PubMed Central, NIH suggests inserting the following language into the publisher's agreement:

"Journal acknowledges that Author retains the right to provide a copy of the final manuscript to NIH, upon acceptance for Journal publication or thereafter, for public archiving in PubMed Central as soon as possible after publication by Journal."



“The UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL encourages authors to use the *SPARC Author Addendum* as it fulfills a pressing need that all researchers and scholars have. The *SPARC Author Addendum* empowers researchers and authors to advocate for themselves in their relationship with their publisher, and has the potential to revolutionize the scholarly communication system.”

*Sarah Michalak, University Librarian  
and Associate Provost for University Libraries  
University of North Carolina at Chapel Hill*



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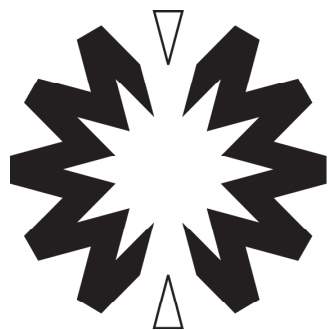
Michael W. Carroll of Villanova University School of Law, who developed the SPARC Author Addendum.

Karla Hahn of the Association of Research of Libraries and Peggy Hoon of North Carolina State University Libraries, who contributed to the text of this brochure.

Rick Johnson, SPARC Senior Advisor, who initiated this project as former SPARC Executive Director.

John Wilbanks of Science Commons, who coordinated the development of the machine-readable version of the SPARC Author Addendum.

*Summer 2006*



# SPARC

MOVING SCHOLARLY COMMUNICATION INTO THE INTERNET AGE

## Author's Addendum

Use it to retain the rights you need for the journal articles you create

When you write an article for publication in a scholarly or scientific journal, you're typically asked by the publisher to sign a "Copyright Transfer Agreement," "Publication Agreement," "License to Publish," or a similarly titled document.

The document's purpose is to transfer to the publisher ownership of copyright in your work or otherwise convey to the publisher a bundle of rights, one of which is the right to publish your article.

While some journal publishers already utilize author-friendly agreements, others do not. And even the best-intentioned publishers may not be taking into account all the uses you are likely to have for your article.

Fortunately, many publishers will consent to changes in their standard agreement. By altering your agreement with a publisher you can secure certain key rights that will be advantageous for you and for your potential readers without harming the publisher.

One means of retaining selected rights is to mark-up the publisher's standard agreement, initialing each change.

However, as an easy and practical alternative, SPARC has developed an Author's Addendum to the publisher's agreement that you may use to ensure you've retained a bundle of key rights.

### About the Author's Addendum

The SPARC Author's Addendum is a form you may use to amend the document that your publisher asks you to sign. It was developed for SPARC by Michael Carroll of the Villanova University School of Law.

By using the SPARC Author's Addendum you will, for example, retain the right to make your article available in a non-commercial open digital archive on the Web (such as the National Institutes of Health's PubMed Central or your institution's open digital archive) or to make copies of your article for use in the classes you teach.

### Depositing your article in NIH's PubMed Central

If your sole objective is to secure the right to deposit your article in NIH's PubMed Central, NIH suggests inserting the following language on the publisher's form:

*Journal acknowledges that Author retains the right to provide a copy of the final manuscript to NIH upon acceptance for Journal publication or thereafter, for public archiving in PubMed Central as soon as possible after publication by Journal.*

This is a more limited solution than the SPARC Author's Addendum, but may be sufficient for your needs.

### How to use it

The Author's Addendum should be completed and attached to the agreement supplied by the journal publisher. Here's how to use it:

1. On the SPARC Author's Addendum, fill in the name of your article, the journal name, the authors' names, and the publisher's name, as indicated.
2. Sign and date the Author's Addendum.
3. Sign and date the publisher's agreement. Immediately below your signature write: "Subject to attached Addendum."
4. It is recommended that you include a brief cover letter to the publisher that calls attention to the Addendum.
5. Make a copy of all three documents (the publisher's form, your amendment, and your cover letter) for your records.
6. Staple the three original documents together.
7. Mail the three original documents to the publisher.

As specified in the Addendum, if the publisher publishes the article without signing the addendum, this is deemed to constitute agreement to the revised terms you have specified.

## SPARC AUTHOR'S ADDENDUM TO PUBLICATION AGREEMENT

THIS ADDENDUM hereby modifies and supplements the attached Publication Agreement concerning the following Article:

\_\_\_\_\_  
(manuscript title)

\_\_\_\_\_  
(journal name)

The parties to the Publication Agreement and to this Addendum are:

\_\_\_\_\_, (corresponding author), \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_

(individually, or if more than one author, collectively, the Author), and

\_\_\_\_\_, (the Publisher).

The parties agree that wherever there is any conflict between this Addendum and the Publication Agreement, the provisions of this Addendum are paramount and the Publication Agreement shall be construed accordingly.

Notwithstanding any terms in the Publication Agreement to the contrary, AUTHOR and PUBLISHER agree as follows:

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- 2. Publisher's Additional Commitments.** Publisher agrees to provide to Author within 14 days of first publication and at no charge an electronic copy of the published Article in Adobe Acrobat Portable Document Format (.pdf). The Security Settings for such copy shall be set to "No Security."
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PUBLISHER:

\_\_\_\_\_  
(corresponding author on behalf of all authors)

\_\_\_\_\_  
Date

\_\_\_\_\_  
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beim [SHERPA/Romeo Projekt](#). Ebenfalls steht eine [Liste mit Copyrightbestimmungen ausgewählter Verlage](#) zur Verfügung.

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- [SPARC-Broschüre](#) über die Rechte von Autor(inn)en
- Kritische Diskussion des SPARC Author Addendum: [Mantz, Reto: Open Access-Lizenzen und Rechtsübertragung bei Open Access-Werken. In Gerald Spindler \(Hrsg.\), Rechtliche Rahmenbedingungen von Open Access-Publikationen \(S.96-103\)](#)

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