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Services to support BU Authors with Open Access Issues

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Boston University

Services to support BU Authors with Open Access Issues

Introduction

The 2010 survey of faculty by the BU Libraries indicated that nearly half of the responding faculty would value a services that provide support for faculty in open access issues such as funding mandates, publisher agreements, and copyright. Experience and anecdotal feedback from faculty indicates they support (or at least don't oppose) open access in principle, but they don't like to be placed in the situation of puzzling through publisher policy or negotiating with the publisher to retain rights to submit to a repository. This document won't attempt to address all of the the services the Library will provide, but does attempt to address specifically issues related to author fees and negotiation with commercial publishers. Five options for addressing author fees and author rights negotiation are identified. The first two options are listed because Boston University already uses the first and other research libraries are experimenting with the second. The problems associated with them, however, make them less than satisfactory in the Boston University environment. I question their effectiveness and feasibility. The last three options do, however, seem worthy of consideration.

Possible Options

- SPARC/Science Commons Author Addendum
- Campus-based Open-access Publishing Funds
- **Institutional Membership/Partnerships in OA publishing ventures**
- **Harvard Style Faculty Decision**
- **Direct negotiation with Publishers via License Agreements**

SPARC/Science Commons Author Addendum

The author addendum was developed by SPARC (Scholarly Publishing & Academic Resources Coalition) in collaboration with Science Commons. It represents a standard legal document that authors can submit along with the contract they sign with the publisher assigning copyright to the publisher. To review the addendum, see:

<http://www.bu.edu/dioa/authors/author-addendum/>

The author addendum has the disadvantage of placing the author in the midst of negotiation with the publisher. Anecdotal evidence indicates that BU authors are willing to use it, but usually are unaware it exists. They are confused by the various options that are available. Most often the Library is unaware if an author has submitted an addendum; if so, if it was accepted by the publisher; and the rights retained by the author.

The University's General Counsel's Office has approved the addendum, and it is in use here at BU. The complications it introduces, however, make its continued use, at least as it is currently deployed, of questionable benefit. If we intend to continue to use it, we should at least develop a better way to communicate with faculty regarding how to use it.

Campus-based Open-access Publishing Funds

A number of commercial publishers provide an option for authors to pay a fee in order to make an article open access. These fees average about \$3000 per article. Some universities have established an open access publishing fund. An open access fund is a pool of money set aside by an institution to support publication models that enable free, immediate, online distribution of, and access to, scholarly research. ARL provides a guide for universities that want to establish such a fund. <http://www.arl.org/sparc/openaccess/funds/guide.shtml>. If we were to implement such a fund, we would need to address a number of issues. Equitably disseminating funds across the various disciplines would be complex. Some disciplines are more book oriented while others are more journal article oriented, for example. We would need to think about how to cap the fund. Allocating \$3000 for each of the 4,178 faculty at BU to publish an OA article once per year, for example, would require \$12.5 million. The problems here could probably be navigated, but it is clear that David Campbell, the previous provost did not favor such a fund. It's unclear what position Provost Morrison would take, but this would probably require a very persuasive argument to win administrative approval. The other significant issue is that such funds may simply perpetuate problematic commercial publishing business models rather than facilitating a change to a new business model that focuses on increasing access.

Institutional Membership/Partnerships in OA publishing ventures

A number of institutional memberships and/or partnerships exist that would support faculty efforts to publish articles in an open access mode. In many respects, these are like the campus-based open-access publishing funds in that they represent a pool of funding to support open access author fees. Like the campus-based open-access publishing funds, they hold the risk of perpetuating problematic commercial publishing business models. They do, however, represent opportunities for collaboration with other research universities to enhance access to research literature. The problem of access is better addressed collaboratively than as individual institutions.

Institutional Membership in **BioMed Central**, available at several levels (<http://www.biomedcentral.com/info/libraries/imemberpricing>) would subsidize open

access fees to BU authors in BioMed Central and Springer Open journals. BU faculty authored articles would be automatically deposited in the Digital Common.

Joining the **SCOAP**³ (<http://scoap3.org/>) would support faculty publishing in High Energy Particle Physics.

COPE, the **compact for open-access publishing equity** supports equity of the business models by committing each university to "the timely establishment of durable mechanisms for underwriting reasonable publication charges for articles written by its faculty and published in fee-based open-access journals and for which other institutions would not be expected to provide funds." Leaving the determination of what is a reasonable publication charge to each institution may be problematic. Per article caps might work, though would be more likely to work if they were established by collaborative organizations. But per-faculty-member annual budget limits don't seem at all like making a statement about what constitutes a reasonable charge on the part of a publisher.

SPARC membership is focused more on policy, though it does include a commitment to support through subscription SPARC endorsed journals that provide lower costs and open access.

One or more such memberships may be advantageous for BU, but some are appear to be simply publisher created mechanisms to support their open access publishing fees. The latter may not serve the University in the long run, and our available funds may be limited enough for them to have little impact.

Direct negotiation with Publishers via License Agreements

ARL recently provided model language for libraries to use in negotiating licenses with publishers. The language appears in Appendix D. By using this language in license agreements, the Libraries would negotiate on behalf of faculty authors their right to retain a non-exclusive, irrevocable right to use their work for scholarly and educational purposes including self-archiving in an institutional repository like Digital Common.

Organizations and institutions endorsing or adopting the author rights model language:

Association of Research Libraries: Endorsed by the Board of Directors (April 2010)

LYRISIS : Consortium has added the language to their model license (January 2011)

NorthEast Research Libraries (NERL): Consortium added the language to their model license (Fall 2010)

- Linked from <http://www.library.yale.edu/NERLpublic/licensingprinciples.html>
- and specifically at:
<http://www.library.yale.edu/NERLpublic/NERLGenericLicjeRev092410.pdf> (see page 3)

While these negotiations may not be easy, this makes a lot of sense for BU. It would be good to keep the faculty informed about the efforts, however, because we may find ourselves with a publisher that is unwilling to accept the terms or that might do so at exorbitant subscription rates. If that is the case, we might be faced with a decision about whether to continue to subscribe.

Harvard Style Faculty Decision

Harvard University adopted a policy that (see full policy in Appendix A)

- Grants a prior non-exclusive license to the University (President and Fellows) for the University to “exercise all rights of copyright relating to each ... scholarly article in any medium ... provided the articles are not sold for profit.
- Provides a mechanism to obtain a waiver
- Requires submission of the final version of the article to the Harvard Repository.

Harvard provides an easy mechanism to make a publisher’s agreement (requiring exclusive license or transfer of copyright) consistent with the Harvard Policy. The University developed a web-tool to generate an author addendum, specific to the Harvard policy. The metadata provided in this tool is captured by the libraries to facilitate deposit into the repository. (see screenshot of the web tool and the author addendum in Appendix B and Appendix C)

Harvard sees the advantages as:

- Systematically provides article metadata
- Completely clarifies rights situation
- Allows university to facilitate article deposit process
- Allows university to negotiate collectively rather than requiring that the faculty member take responsibility for negotiation.
- Opt-out versus opt-in may increase rights retention

An attempt to try this option would require that we go back to the faculty council and ask them to amend their decision made in Fall, 2008. I have talked with several faculty who were interested in the policy, but I don’t have a good read on how hard it would be to interest/persuade the Faculty Council to amend the policy. It might be possible as a result of a review of progress including feedback from faculty about their experience with publishers.

Recommendations

1. Though it is problematic, The SPARC/Science Commons Author Addendum is what we have now. It should be better communicated and supported with faculty.
 - A brief, 2-3 minute web video about how to use it might help.
 - We might ask library liaisons to take on this role.
 - We might explore how to develop a channel of regular communication with faculty around library issues. Given the importance of OA support services identified in the faculty survey, this might be part of that.
2. The BU Libraries should begin including the model language provided by ARL in all future license agreements with publishers. This will probably meet resistance from publishers, but collaboration with other BU libraries (LMT), BLC libraries, and NERL libraries may provide the leverage we need to be successful. We should also anticipate that publishers will expect increased fees. How much would we be willing to pay for open access to articles published by BU authors?
3. BU Libraries should develop criteria that guide decisions to join organizations and collaborative efforts to enhance access to research literature. Possible criteria might include:
 - The organization (collaborative effort) attempts to increase access to research literature.
 - Boston University's participation would strengthen the organization (collaborative effort).
 - Boston University would gain visibility as a leader in efforts to provide open access to research literature.
 - The organization (collaborative effort) holds the potential of fostering the development of business models for publishing that are more sustainable for all stakeholders.
 - Participation in the organization (collaborative effort) is within the resources of the BU Libraries and would enhance the Libraries' ability to develop sustainable collections and scalable workflows.
4. BU Libraries should consider the viability of leading an effort to strengthen the University's policy on open access based on the model developed at Harvard. This might be done as a part of an assessment of the effectiveness of the University's OA efforts to date, perhaps a report to the Faculty Council, Provost, President?

Appendix A

Harvard University Faculty of Arts and Sciences Policy

The Faculty of Arts and Sciences of Harvard University is committed to disseminating the fruits of its research and scholarship as widely as possible. In keeping with that commitment, the Faculty adopts the following policy: **Each Faculty member grants to the President and Fellows of Harvard College permission to make available his or her scholarly articles and to exercise the copyright in those articles.** In legal terms, the permission granted by each Faculty member is a nonexclusive, irrevocable, paid-up, worldwide license to exercise any and all rights under copyright relating to each of his or her scholarly articles, in any medium, and to authorize others to do the same, provided that the articles are not sold for a profit. The policy will apply to all scholarly articles written while the person is a member of the Faculty except for any articles completed before the adoption of this policy and any articles for which the Faculty member entered into an incompatible licensing or assignment agreement before the adoption of this policy. **The Dean or the Dean's designate will waive application of the policy for a particular article upon written request by a Faculty member explaining the need.**

To assist the University in distributing the articles, each Faculty member will provide an electronic copy of the final version of the article at no charge to the appropriate representative of the Provost's Office in an appropriate format (such as PDF) specified by the Provost's Office.

Appendix B

Enter preview mode

Generate Addendum

Article information:

Manuscript title * ?

Journal * ?

Author * + ?

Publisher * ?

Addendum specification:

Optionally include:

(i) Retain derivative works rights ?

(ii) Require publisher's PDF ?

Agreement:

This confirms the license I have granted to Harvard with respect to my scholarly articles, as set forth in the policy adopted by the Faculty of Arts and Sciences on February 12, 2008. I intend that this confirmation will constitute written evidence of that license and that I am signing this confirmation.

Enter preview mode

Generate Addendum

Appendix C

ADDENDUM TO PUBLICATION AGREEMENT

1. This Addendum modifies and supplements the attached publication agreement (the "Publication Agreement") concerning the article titled "A Simple Language for Novel Visualizations of Information" (including any supplementary materials, the "Article") in Communications in Computer and Information Science.
2. The parties to the Publication Agreement as modified and supplemented by this Addendum are: Wendy Lucas (corresponding author) and Stuart M. Shieber (individually or, if more than one author, collectively, "Author") and Springer-Verlag GmbH ("Publisher").
3. The parties agree that wherever there is any conflict between this Addendum and the Publication Agreement, the provisions of this Addendum will control and the Publication Agreement will be construed accordingly.
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5. Either publication of the Article or Publisher's signature below will constitute Publisher's acceptance of and agreement to this Addendum.

AUTHOR

PUBLISHER

(corresponding author on behalf of all authors)

Date

Date

Appendix D

Authors' Rights To Use Their Own Work.

Notwithstanding any terms or conditions to the contrary in any author agreement between Authors and Licensor, Authors affiliated with Licensee whose work ("Content") is accepted for publication within the Licensed Materials shall retain the non-exclusive, irrevocable, royalty-free right to use their Content for scholarly and educational purposes, including self-archiving or depositing the Content in institutional, subject-based, national or other open repositories or archives (including the author's own web pages or departmental servers), and to comply with all grant or institutional requirements associated with the Content.

For the avoidance of doubt, it is the intent of the parties to this agreement that Authors are third party beneficiaries of this provision of the Agreement.

Definitions for some of the terms used in the model license:

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