

Cornell University  
Library

## Copyright & Your Research

Peter Hirtle

Research Fellow, Berkman  
Center for Internet & Society

Harvard University

&

Senior Policy Advisor  
Cornell University Library

[pbh6@cornell.edu](mailto:pbh6@cornell.edu)

# Today's Message

There is war going on..

A war over copyright..

And you've been drafted!



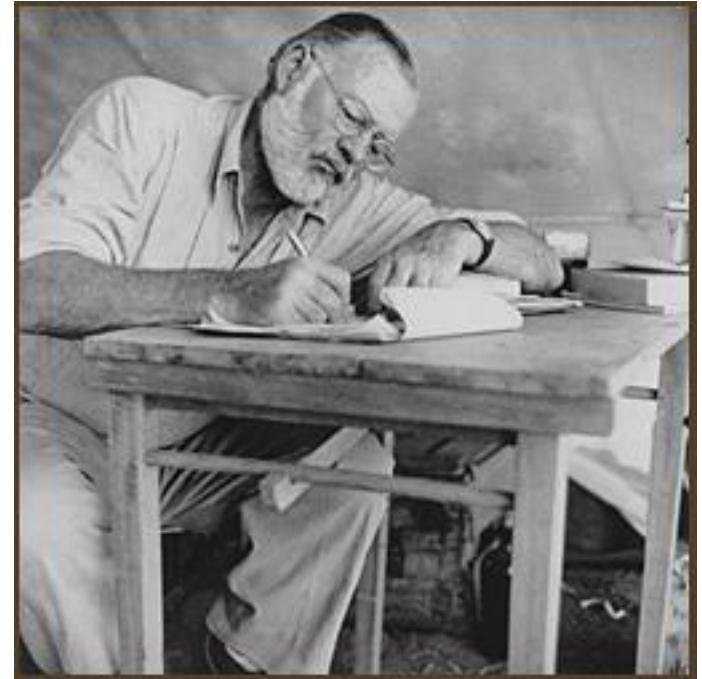
# What is copyrighted?

- Original creative expression
  - Not facts
  - Not data
- Not the public domain
- Plagiarism vs. © infringement



# Who owns copyright?

- Normally the author
- Exception: work for hire



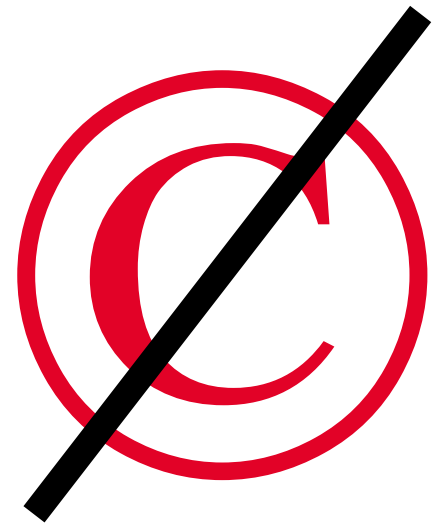
# Work for Hire: 2 types

1. Employers own work of employees
2. Some contracted works

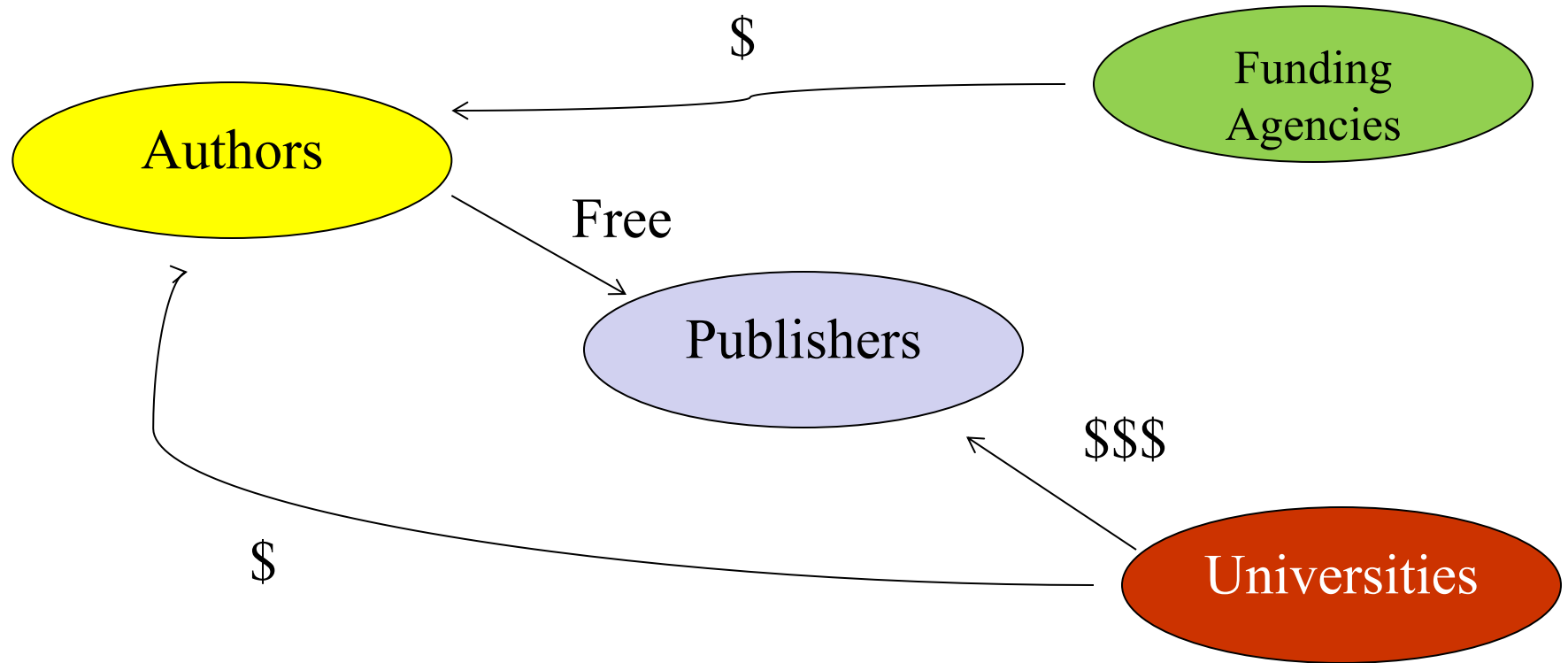


# How does one secure copyright protection?

- By fixing an original work of authorship
  - Automatic Protection since 1 March 1989
  - No requirement for notice or registration



# Scholarly Communications Workflow



# The Cost of Journals



INTRAV

The *International Journal of Solids and Structures* costs **\$7,833**. For that price you could join the Cornell Alumni Trip "Machu Picchu to the Galapagos," book roundtrip airfare from Ithaca to South America, and even buy the digital camera to take this picture.



**A 34% increase in price since 2002!**

Cost per use: **\$14.75**

**Next**

<http://engineering.library.cornell.edu/about/StickerShock2>





# What do Publishers Want?

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- It depends...
  - Sometimes nothing at all
  - Sometimes a license to publish
  - Most often, © transfer



# © and Publication

## ASHS Publications

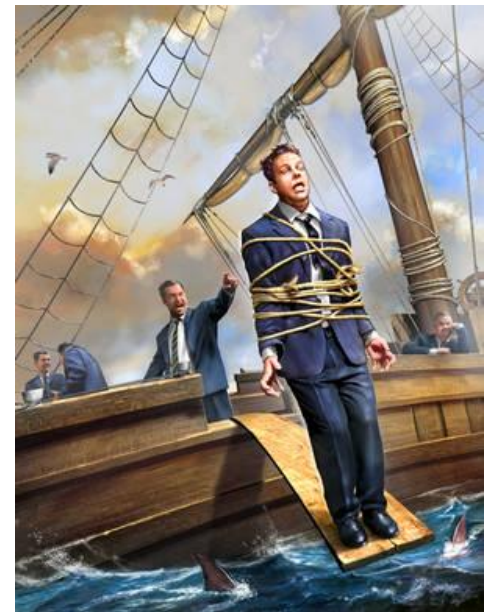
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# Publisher Requirements

- Turn over all rights in your work
- No derivative works
- No “competing works”
- Pay to include in your dissertation
- Pay for open access
- Wait until you can make a version available online
- Your first-born child...



# Desired Author Rights

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- To include all or part of the work in a thesis or dissertation
- To make reproductions for use in teaching, scholarship, and research
- To borrow portions of the work for use in other works
- To make derivative works (movie versions, translations, etc.)
- To alter the work, add to the work, or update the content of the work
- To be identified as the author of the work
- 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

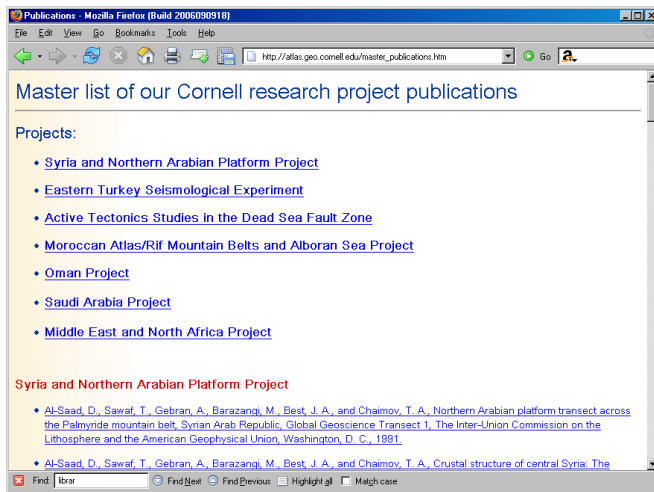
*Most of all...*

- Maximum possible readership



# Publishers aren't serious, are they?

- Faculty reuse of work
- 2<sup>nd</sup> edition...
- Grad student



- Departmental web site with faculty papers
  - 3 people working for 3 months

# Most Troubling Trend...

- Lawsuits over educational use
  - Cambridge U.P. v. Becker
  - Cambridge U.P. v. Delhi University

|   |    |
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# 4 Options

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- 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

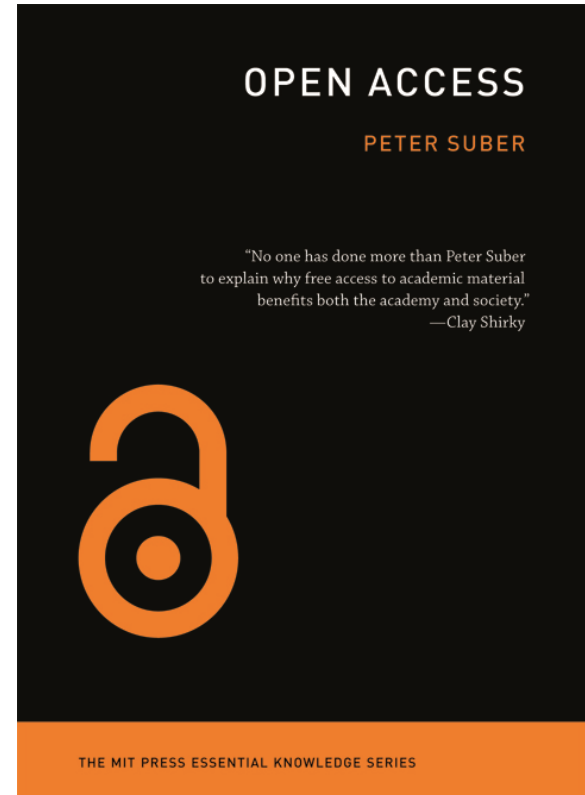




# Option 1: Open Access Journals

“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

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- 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

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- 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

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[<http://www.doaj.org/>](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
  - Example: PLoS, PLoS One
  - Charges: \$1.5K-\$2.5K
- Open Access as an option
  - Examples: BMJ, Wiley, Cambridge UP, Amer. Physical Soc., Blackwell
  - Removes access fees, but leaves other © restrictions in place
  - \$2.7K-\$4K
- New option: PeerJ: \$99-\$259/life membership



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MPublishing Model Journal Publishing Agreement  
Author Copyright

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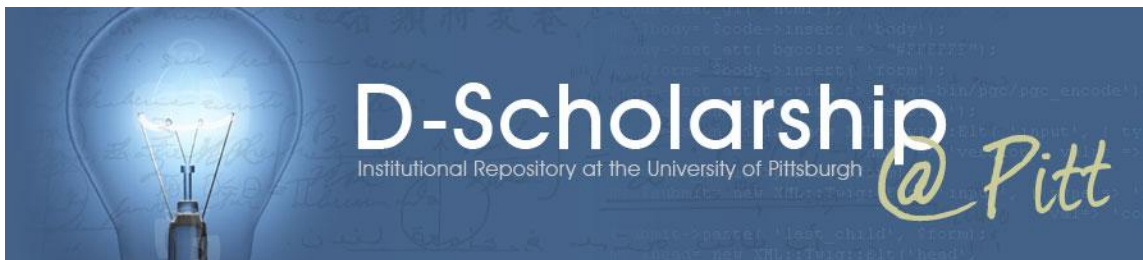
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Copyright in the Work remains with the Authors.

# 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>

**SHERPA**

...opening access to research

[Home](#) | [Guidance](#) | [Repositories](#) | [Projects](#) | [Links](#) | [About](#) | [Contacts](#)

**RoMEO**

**Publisher copyright policies & self-archiving**

Journal: **Entomologia Experimentalis et Applicata** (ISSN: 0013-8703)

Publisher: **Blackwell Publishing Ltd**

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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Cor  
Lib



# 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!



PubMed  
Central



# University Mandates

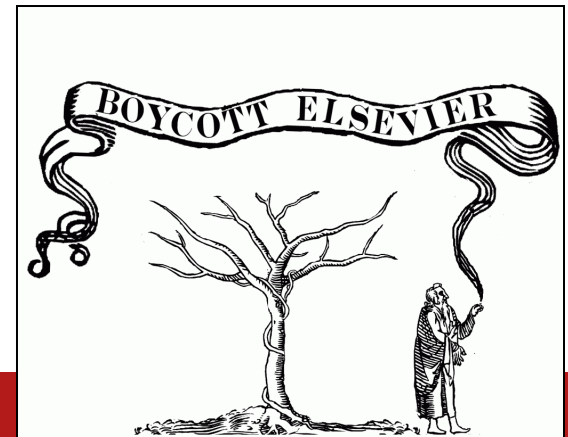
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- Harvard, Duke, California
  - Faculty impose deposit requirements on themselves
- Michigan, Virginia
  - University claim ownership as work for hire; transfer to faculty but retain deposit rights
- Applies to post-refereed manuscripts, not published versions



# “Academic Spring,” 2012

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



# Option 3: 1<sup>st</sup> Publication License

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- 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



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# What you can do

- Rewrite the contract

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Gillian Varley  
Editor, Art Libraries Journal  
10 Prevetts Way  
Aldeburgh IP15 5LT, United Kingdom

Enquiries:

T: +44 (0)1728 451 948

Email: [g.varley@arlis2.demon.co.uk](mailto:g.varley@arlis2.demon.co.uk)

Publication: Art Libraries Journal vol.37 no.2 2012

Working title of article: Learning to live with risk

Author

Name: Peter Hirtle

Job title: Senior Policy Advisor and Fellow, Society of American Archivists  
Digital Scholarship Services

Organisation: Cornell University Library

Address (including post code): 2B53 Kroch Library, Ithaca, NY 14853

Country: USA

Telephone: 607.255-4033

Email: [peter.hirtle@cornell.edu](mailto:peter.hirtle@cornell.edu)

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# Option 4: Use an Author's Addenda

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- Standardized way to get the terms you want.
- Science Commons Scholar's Copyright Engine  
<http://scholars.sciencecommons.org/>
  - generates legal addendum



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# Summary

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- 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



# Most of all...



# Credits

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- Kheel Center image 5780PB31F12I. Collector/Donor: UNITE HERE Description: Men and women sewing by hand, while other men appear to be overseeing work Date: 1910?
- [Charlie David standing in front of a motion picture camera in a room, dark exposure]. *Chicago Daily News negatives collection*, DN-0003451. Courtesy of Chicago History Museum. <http://hdl.loc.gov/loc.ndlpcoop/ichicdn.n086172>
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