

Report of the UO Senate task force on academic freedom and scholarly publishing

5 May 2008

This memo reports on recommendations by the Senate ad hoc working committee convened pursuant to Motion US 07/08 – 17. A task force comprised of JQ Johnson (chair), Andrew Karduna, Alexander Mathäs, Elizabeth Peterson, Dev Sinha, and Chuck Williams has been meeting regularly, discussing author's rights issues in the context of educational activities, implementation of the NIH Public Access mandate, and the use of authors' addenda. Our recommendations focus primarily on the last of these three topics.

Summary of Recommendations

Authors' addenda are standardized terms that authors may attach to a copyright transfer agreement, retaining additional rights for the author. We propose that the Senate strongly recommend that faculty members include an author's addendum as part of any journal article transfer they sign with publishers. An addendum should not in general be mandatory, but should be strongly encouraged. In most cases, an appropriate instrument is the Science Commons "Delayed Access" addendum. Faculty members with tenure are particularly encouraged to consider rights retained as they choose venues for publication. Because what rights are most likely and desirable to retain vary greatly from field to field, we recommend that each department, in possible consultation with their library subject specialist, develop their own guidelines for faculty authors. We also recommend a number of related steps.

Elaboration

Authors' addenda have emerged as a favored mechanism for insuring that faculty authors retain necessary rights to their own work. However academic freedom and differences among disciplines both suggest that it is not timely to mandate the use of any particular addendum. Similarly, the question of what to do when a publisher insists on their terms, rather than those of an addendum, should be left entirely up to faculty.

1. We generally recommend that UO authors use the Science Commons "Delayed Access" addendum, which strikes a reasonable balance between the rights authors are likely to need and the rights publishers are likely to be willing to grant.

In some circumstances a different addendum may be required. For example, in some cases the university may have a legal interest that mandates a particular addendum. Compliance with the NIH Public Access mandate by faculty who receive NIH funding through the UO may be an example of this.

Authors who attach an addendum can expect that in some cases the publisher will reject some of the terms of the addendum, and that the author may need to negotiate or accede to the publisher's terms. In such cases the author should consider carefully what rights he or she needs most. We believe that most UO faculty members will minimally want to insure that

- the work is published in timely fashion;
- they preserve integrity and attribution of the work, for instance that the publisher not republish the work under a different byline or modify it without permission from the original authors;

- they can reuse their work in their own teaching and research, for example posting a copy of their work to Blackboard for their students to read, displaying tables or figures from a work in a conference presentation, or creating a textbook that reuses portions of the copyrighted work;
 - they retain the right to comply with distribution and dissemination obligations of grant or research funding;
 - they retain the right to deposit a copy of the author's final version of the article in the UO's institutional repository (Scholars' Bank), perhaps after a publisher-mandated embargo period.
2. Author's rights issues and publishing practices vary greatly among publishers and disciplines. We also strongly recommend that academic departments discuss the additional rights that are typically most needed in their own disciplines and develop local guidelines for faculty authors.

These guidelines might include a specific recommended author's addendum, and should include suggestions for tactics that are appropriate both for graduate students and faculty in retaining the rights they most need. It may be appropriate for some departments to include this discussion in guidelines for tenure and promotion. Faculty with tenure may be in a particularly strong position to choose venues for publication considering rights retained as well as factors such as subscription costs, and to consider open access publishing rather than traditional limited-access journals. In addition to increasing consensus, the discussion of such guidelines will also greatly increase awareness of authors' rights.

In addition to recommending the use of authors' addenda, the committee recommends several related steps to support UO authors and foster further discussion of scholarly communications issues, notably:

3. The Office of the VP for Research and the library should systematically collect data on UO author journal submissions and their use of authors' addenda. To what extent are UO faculty authors actually successful in negotiating rights?
4. The library should take steps to make the process of creating an author's addendum as easy as possible, for example by placing a copy of the Science Commons author's addendum engine on a UO library scholarly communications web site and providing training in the use of addenda.
5. The library's Scholarly Communications and Instructional Support department and the Office of the VP for Research should provide assistance to authors who have questions about the terms of a copyright transfer that they are asked to sign, and attempt to identify legal resources that can provide limited pro bono legal advice to UO scholars on academic publication copyright issues.
6. The library should significantly expand Scholars' Bank, with the expectation that it will contain copies of most peer-reviewed publications by UO authors.
7. The library should provide data to faculty on publisher policies, allowing faculty to make informed decisions about particular publishers when submitting manuscripts and

making it easier for instructors to identify open access works suitable for use in classes.

8. Academic units and the library should organize a series of educational activities in the area of scholarly publishing. Since faculty needs in this area are largely discipline-specific, the primary channel should be librarian presentations at departmental events such as faculty meetings. In addition, the library should arrange for at least one guest speaker to present a public lecture in fall 2008, and should continue its existing educational efforts such as recent presentations to faculty on PubMed Central compliance.
9. The university, perhaps through the Senate, should initiate a broader discussion of rights that the institution itself needs to retain beyond the rights of individual authors. For example, should the university retain the right to re-use instructional materials authored by UO faculty after the faculty member has left the institution? It should also consider the recent decision by Harvard University faculty to grant a nonexclusive license to the university to use any faculty-authored work, and how attribution and currency for this type of use would best be managed consistent with academic standards.
10. The University Library Committee should during 2008-09 assess progress on implementing these recommendations and report to the Senate.

Appendix: Sample Science Commons “Delayed Access” Addendum

This agreement can be completed on line at <http://scholars.sciencecommons.org/>.

ADDENDUM TO PUBLICATION AGREEMENT

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

An analys of the Science Commons Delayed Access Addendum
(manuscript title)

J Improbable Legal Remedies
(journal name)

2. The parties to the Publication Agreement as modified and supplemented by this Addendum are:

Jane Doe
(corresponding author)

Major Publisher, Inc.
(Publisher)

3. This Addendum and the Publication Agreement, taken together, allocate all rights under copyright with respect to all versions of the Article. 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.

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(corresponding author on behalf of all authors)

Date

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