

## FAQ on Author Copyrights

### **Q. As the author, don't I automatically own my own work?**

*A. Yes. As an individual researcher you own exclusive rights to your work. Those rights, however, can be segmented and transferred. You own the copyright unless and until you transfer the copyright to someone else.*

### **Q. So why is this an issue now?**

*A. The vast majority of publisher agreements, which you are asked to sign prior to publication, transfer all rights, including copyright, to the journal. In the print-only world, this was more or less acceptable. But there are so many opportunities now to distribute your work to the widest audience possible. Transferring all your rights can restrict your use of your own work, e.g. posting on your website, or including sections of your article in later works, or distributing copies of your article to colleagues, or depositing the work on ScholarsBank, the campus digital archive.*

### **Q. What about books?**

*A. The ULC is focused primarily on articles, since most faculty do not post significant portions of books to their websites or deposit in a digital archive like ScholarsBank. But faculty should look at those agreements carefully and consider retaining rights that they want to use in the future.*

### **Q. What are other institutions doing?**

*A. Many research institutions are looking at this issue and constructing alternative agreements of author addendums. The most work has been done at MIT, UC, Ohio State, Cornell, and Tufts. But many campuses are having these discussions.*

### **Q. What impact can this have on the publisher? Many of the non-commercial publishers are already struggling, and we don't want to do anything that will hurt their business model.**

*A. Retaining some of your rights is not the same as open access publishing, which many publishers have expressed concern about. Publishers require your permission to publish an article, not the wholesale transfer of copyright. Retaining some of your rights does not inhibit the publisher's ability to disseminate your article or to be fully compensated for that valuable service. It just allows you to keep some rights that serve your needs and that promote educational and research activities.*

### **Q. I don't think the faculty should be forced to do something that would limit their ability to publish in the most respected journal.**

*A. Absolutely. The process being discussed within the ULC is strictly voluntary. Faculty must retain the sole authority to determine where and how to disseminate their work. Retaining some of your rights actually helps you to do that. Many highly respected publishers will consider author addendums.*

### **Q. I don't have time to think about constructing an addendum to these agreements.**

*A. There are many examples available for you to use, so you don't have to construct your own. Some universities have developed their own, and our legal counsel has expressed a willingness to do the same if there is interest. Publishers should as well indicate to authors which addenda they will accept or indicate in their copyright transfer agreements which addendum's terms have been incorporated into the agreement.*