

PUBLISHER COPYRIGHT AGREEMENT CHECKLIST

When you finally receive the contract for your work to be published, do not just sign it and send it back. As a researcher and creator, you owe it to yourself to understand what your copyright privileges are and what you might be giving up when you sign the publisher's contract.

At the time you create a work of scholarship or creativity, you simultaneously become its copyright owner. As the copyright owner you are granted the following exclusive rights under the U.S. Copyright Law: right to reproduce the work; right to perform or display your work; right to distribute the work; and the right to prepare derivative works.

Use the checklist below to document the status of the copyright on your published work. Always keep a copy of your contract with the post-print version of your work (version of your work after reviewing and editing changes have been made).

1. Many publishers will want you to assign your copyright to them in exchange for publishing your work. Look for a transfer or assignment of copyright agreement. Does the agreement require you to grant to the publisher "exclusive" rights or all rights?

Yes. This means that you, as author/creator, retain NO rights to distribute, reproduce, publicly perform, publicly display, or use your work in future publications without the permission of the publisher/producer.

No. Determine which "non-exclusive" rights you retain

2. Continue reading the contract. After asking you to transfer all copyright to them, more and more publishers are granting authors the rights to use their work in specific ways. Determine what rights are granted to you, and for what version and format.

a. RIGHTS

Right to archive electronically in the university's institutional repository (UD's is eCommons)

Right to transmit, print and share copies with colleagues

Right to reuse in other publications (check for amount that can be reused)

Right to include in teaching or training such as course packs, e-reserves, presentations at conferences, or distance learning (check for restrictions)

Right to be identified as the author (Note: this is basic and should be in all contracts)

b. VERSION

Pre-print (original submitted version before reviewing and editing) [Note: Often granted, least desirable, but better than nothing]

Post-print (version after peer review and editing) [Note: Becoming more common, acceptable]

Published version (post-copyediting and typesetting to the journal's style) [Note: Rarely granted by commercial publishers, this is the best case scenario]

c. **FORMAT:** Print Electronic

d. **EMBARGO** (some publishers will allow some or all of the above after a stated number of months after first publication), common embargo periods are:

___ 6 months ___ 12 months ___ 18 months ___ Other

3. If the publisher retains all author rights or so many that it will inhibit your ability to teach, research, and create new knowledge, you have some copyright management options.

___ It is sometimes possible to modify the publisher's copyright agreement with an "addendum" that defines rights reserved to the author/creator. The OhioLINK governing board strongly recommends authors/creators attach the **Amendment to Publication Agreements for OhioLINK Authors** (<http://www.ohiolink.edu/journalcrisis/intellproprecsaug06.pdf>) to all negotiations with publishers.

___ Researchers who receive funding from the National Institutes of Health (NIH) must submit all final peer reviewed manuscripts that were a result of the funding to PubMed Central (the National Library of Medicine's online database) within twelve months of publication. Any copyright transfer agreements that researchers enter into must contain language that allows the researcher to comply with the law.

___ Faculty can select publishers that encourage widespread dissemination of scholarship and creativity and optimize short- and long-term access to their work. The copyright policies of many journals and publishers can be found at **SHERPA/RoMEO** (<http://www.sherpa.ac.uk/romeo/>). Choose to work with publishers that share your goals as a scholar.

___ Rather than assigning copyright to the publisher, grant them an exclusive or non-exclusive license. An exclusive grants the publisher sole permission for using the work for a certain period of time. A non-exclusive license allows multiple people to use the work. For examples of nonexclusive licenses, check into **Creative Commons** (<http://creativecommons.org/>) licenses.

4. Under the U.S. Copyright law, if you have already transferred your copyright to a publisher you may be able to reclaim your copyright by sending a termination notice to the publisher and registering the termination with the **United States Copyright Office** (<http://www.copyright.gov/>) (\$95.00 for one title and \$25.00 for each additional title)

___ If you transferred your copyright on or after January 1, 1978: a) termination must occur either 35 years from publication or 40 years from the date of assignment of copyright to publisher; b) termination must occur within a 5 year period or the reversion right is forfeited; c) termination notice must be served on copyright holder no later than 2 years before time expires and up to 10 years before beginning of 5 year period.

Example: If the work was published in 1978, then the termination window is 2013-2018 (1978 = 35 or 40 years). The notice must be submitted no later than 2016 (2 years before the time expires) and no earlier than 2003 (10 years before the beginning of the 5 year period).

___ If you transferred your copyright prior to January 1, 1978: a) termination must occur between 56-61 years after copyright is secured; b) termination must occur within a 5 year period or the reversion right is forfeited; c) termination notice must be served on copyright holder no later than 2 years before time expires and up to 10 years before beginning of 5 year period.

Example: If the work was published in 1944, then the termination window is 2009-2014. The notice must be submitted no later than 2012 and no earlier than 1999.