

OhioLINK Library Community Recommendations on
Retention of Intellectual Property Rights
For Works Produced by Ohio Faculty and Students
Approved by OhioLINK Governing Board May 2006

It is recommended that the Ohio higher education community adopt a policy of intellectual rights retention that will provide a basis for expanded access to Ohio scholarship.

Background:

The recent advent of electronic information technologies enables virtually instantaneous sharing of scholarly works via the Internet. These technologies create the capacity for the higher education community to expand avenues of knowledge dissemination beyond traditional publishing models. Knowledge assets in electronic form can be made widely accessible in a manner that greatly increases their use and utility for readers. If the higher education community manages intellectual property rights properly, it can facilitate wide dissemination of scholarship in ways that significantly enhance the growth and development of knowledge.

The traditional publishing model remains a vital avenue for publication and access, but with it come roles and interests that do not necessarily provide the broadest access possible. The traditional model has proven increasingly unaffordable as the singular means to expand access to an increasing body of published works. There is a growing national and international movement for authors of peer-reviewed journal articles to self-archive their work in repositories that are openly accessible. Open access archiving has major advantages over sole reliance on the traditional publishing model. It substantially increases all researchers' access to the research literature. There is strong evidence that articles that are made openly accessible have substantially more research impact than articles that are available only through subscriptions and licenses (see <http://opcit.eprints.org/oacitation-biblio.html>).

"The OhioLINK library community believes that research and works produced by Ohio scholars should remain accessible to scholars in Ohio and beyond, regardless of whether that scholar's institution can afford to buy the published research. These recommendations move Ohio another step closer to turning that belief into a reality."

OhioLINK's recommendations to Ohio institutions, faculty and other researchers include:

- Publish in journals that have responsible rights policies whenever possible.
- Retain the non-exclusive right to make works openly accessible and usable for the author's non-commercial, educational and research purposes.
- Deposit works in a campus repository or the Ohio Digital Resource Commons so that those works are available to scholars in Ohio and beyond.
- While many journal publishers have changed their policies to embrace an author's right to archive and share their own works for educational and research purposes, it remains the author's responsibility to ensure they do not sign away their rights in publisher agreements.

In making these recommendations, OhioLINK joins many organizations around the nation and the world who are seeking to protect authors' rights to freely disseminate their own works, including the University of California, The Boston Library Consortium and the European Commission.

**TEMPLATE FOR
AMENDMENT TO PUBLICATION AGREEMENT**

1. THIS Amendment hereby modifies the attached Publication Agreement concerning the following

Intellectual Asset (Check that which applies)

Article Book Book chapter Poem Music composition

Other – specify _____

(title of submitted article, book, etc. as specified above)

(name of publication vehicle - journal, book in which article, book chapter, poem, composition, etc will be published)

2. The parties to the Publication Agreement and to this Amendment are:

_____ (corresponding author),

_____ ,

_____ ,

(individually, or if more than one author, collectively, the Author), and

_____, (the Publisher)

3. The parties agree that wherever there is any conflict between this Amendment and the Publication Agreement, the provisions of this Amendment supersede those of the Publication Agreement.

4. Notwithstanding any terms in the Publication Agreement to the contrary and in addition to the rights retained by Author or licensed by Publisher to Author in the Publication Agreement and any fair use rights of Author, Author and Publisher agree that the Author shall also retain the following rights:

a. The Author shall, without limitation, have the non-exclusive right to use, reproduce, distribute, create derivative works of the Intellectual Asset including update, perform, and display publicly, the Intellectual Asset in electronic, digital or print form in connection with the Author's teaching, conference presentations, lectures, other scholarly works, and for all of Author's academic and professional activities.

b. Once the Intellectual Asset has been published by Publisher, the Author shall also have all the nonexclusive rights necessary to make, or to authorize others to make, the final version of the Intellectual Asset available in digital form over the

Internet, including but not limited to a web site under the control of the Author or the Author's employer or through any digital repository, such as OhioLINK's Digital Resource Commons or the National Library of Medicine's PubMed Central database.

c. The Author further retains all non-exclusive rights necessary to grant to the Author's employing institution the non-exclusive right to use, reproduce, distribute, display, publicly perform, and make copies of the Intellectual Asset in electronic, digital or in print form in connection with teaching, digital repositories, conference presentations, lectures, other scholarly works, and all academic and professional activities.

Final Agreement. This Amendment and the Publication Agreement, taken together, constitute the final agreement between the Author and the Publisher with respect to the publication of the Intellectual Asset and allocation of rights under copyright in the Intellectual Asset. Any modification of or additions to the terms of this Amendment or to the Publication Agreement must be in writing and executed by both Publisher and Author in order to be effective.

AUTHOR

PUBLISHER

(corresponding author on behalf of all authors)

Date

OPTIONAL PROVISIONS FOR CONSIDERATION

5. Publisher agrees to provide to the author within 14 days of first publication and at no charge an electronic copy of the Intellectual asset in _____ format (example: publisher article in Adobe Acrobat Portable Document Format). The security settings for such copy shall be "No Security."

6. Publisher's Acceptance of this Addendum. Publisher's acceptance of this Amendment shall be manifested by executing a copy of this Amendment and returning it to the Author. Alternatively, Publisher assents to the terms of this Amendment if Publisher publishes the Intellectual Asset in the publication vehicle identified herein or in any other form without execution of this Amendment.