

Introduction

Copyright

Copyright and
Journal Articles

New Forms of
Communication

Ensuring Open
Exchange

The SPARC Canadian
Author Addendum

Conclusion

Retaining Copyright in Journal Articles

Introduction

The purpose of this advisory is to assist academic staff in retaining copyright ownership in the articles they publish in journals. Without copyright ownership, academic staff can lose control of their own work and may no longer be entitled to email it to students and colleagues, post it on a personal or course web page, place it in an institutional repository, publish it in an open access journal or include it in a subsequent compilation.

Copyright

Copyright protects artistic, dramatic, musical and literary works, including journal articles. Owners of copyright enjoy a bundle of economic rights, including the rights to publish, reproduce, exhibit or perform a work. Creators of copyrighted works also have a series of moral rights including the rights to protect the integrity of a work, to be associated or not associated with a work, and to preserve their honour and reputation in relation to a work.

Collective agreements, common law and tradition typically grant academic staff first ownership in the copyrighted works they create. Such ownership provides control over the content and use of the work and is recognized as an integral part of academic freedom. As owners of works, academic staff can sell, assign, license or waive all, some or none of the bundle of rights associated with copyright.

Copyright and Journal Articles

To secure publication of an article, journals typically present the author with a publication agreement. These agreements are legally binding contracts that often require the author to transfer full copyright ownership to the journal. In fact, such transfer of copyright is an intrinsic part of the traditional model of scholarly communication in which:

- individual members of the academic community sign their work over to journals free of charge; and
- the academic community collectively purchases the work back from the publisher, often at great expense.

New Forms of Communication

Digital technology has dramatically expanded the accessibility of academic work. Academic staff, in addition to traditional journal publication, can now distribute their articles to students and colleagues by a myriad of electronic means including email, listservs, web pages, digital repositories and internet journals. Unfortunately, authors who have signed a publication agreement that transfers a work's copyright to a publisher may not have the right to distribute the work independently in these new ways.



Ensuring Open Exchange

The publication agreement between the journal and the author is the key document in ensuring that academic staff can take full advantage of new forms of scholarly communication. These agreements are always negotiable, so it is critical that academic staff read them carefully and, if necessary, amend their terms to ensure that journals receive only the minimum rights that are actually required to publish the work. Typically this is a simple statement of permission to publish, not a full transfer of copyright.

The SPARC Canadian Author Addendum

The Canadian Association of Research Libraries (CARL) and SPARC (the Scholarly Publishing and Academic Resources Coalition) have created an Author Addendum that amends publishing agreements in such a way that authors retain key rights to the journal articles they publish.

The Author Addendum is attached to this advisory as Appendix A. Further information

about it is also available online at:

www.carl-abrc.ca/projects/author/author-e.html

The addendum allows, *inter alia*, the author to reproduce, perform, communicate by telecommunication, and create derivative works from the article in any material form for non-commercial purposes. This permits, for example, the author to make and distribute copies in the course of teaching and research and post the article on personal or institutional websites and in other open access digital repositories. The addendum also requires the publisher to provide the author an electronic copy of the published article.

Conclusion

Journals require only your permission to publish an article, not a wholesale transfer of the full copyright interest. To promote scholarly communication, autonomy, integrity and academic freedom, and education and research activities more generally, it is important for academic staff to retain copyright in their journal articles.■

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

(manuscript title)

(journal name)

The parties to the Publication Agreement and to this Addendum are:

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

(the Publisher)

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.

Notwithstanding any terms in the Publication Agreement to the contrary, **AUTHOR** and **PUBLISHER** agree as follows:

- 1. Author's Retention of Rights.** In addition to any rights under copyright retained by Author in the Publication Agreement, Author retains the right to (i) reproduce the Article in any material form for non-commercial purposes; (ii) to perform the Article in public for non-commercial purposes; (iii) to convert the Article by preparing derivative works; (iv) to make a sound recording, cinematographic film or other contrivance by means of which the Article may be mechanically reproduced or performed for non-commercial purposes; (v) to reproduce, adapt and publicly present the Article as a cinematographic film for non-commercial purposes; (vi) to communicate the work to the public by telecommunication for non-commercial purposes; and (vii) to authorize others to make any non-commercial use of the Article so long as Author receives credit as author and the journal in which the Article has been published is cited as the source of first publication of the Article. For example, Author may make and distribute copies in the course of teaching and research and may post the Article on personal or institutional Web sites and in other open access digital repositories.
- 2. Publisher's Additional Commitments.** Publisher agrees to provide to Author within 14 days of first publication and at no charge an electronic copy of the published Article in Adobe Acrobat Portable Document Format (PDF). The Security Settings for such copy should all be set to "No Security."
- 3. Publisher's Acceptance of this Addendum.** Author requests that Publisher demonstrate acceptance of this Addendum by signing a copy and returning it to the Author. However, in the event that Publisher publishes the Article in the journal identified herein or in any other form without signing a copy of the Addendum, Publisher will be deemed to have assented to the terms of this Addendum.

AUTHOR(S):

PUBLISHER:

Signature (corresponding author on behalf of all authors)

Signature

Date:

Date:

SPARC (the Scholarly Publishing and Academic Resources Coalition) and the **Canadian Association of Research Libraries** (CARL) are not parties to this Addendum or to the Publication Agreement. SPARC and CARL make no warranty whatsoever in connection with the Article. **SPARC** and **CARL** will not be liable to **Author** or **Publisher** on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection with this **Addendum** or the **Publication Agreement**.

SPARC and CARL make no warranties regarding the information provided in this Addendum and disclaim liability for damages resulting from the use of this Addendum. This Addendum is provided on an "**as-is**" basis. No legal services are provided or intended to be provided in connection with this Addendum.