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Signing Away Your Rights -- Or -- Retaining the Right to Share

Question: “What is the biggest lie on the Internet?”

Answer: “I have read and understood the terms and conditions”

Introduction

Publication with prestigious journals in your field is paramount for academic success and career advancement. If that prestigious journal were an open access journal, you would be more likely to retain some or all of your [exclusive rights](#), under [U.S. copyright law](#). These exclusive rights include the right of distribution (to share), of reproduction (to make copies), and to create derivative works (new scholarship based on your prior scholarship). Although these rights are yours automatically once you’ve created a tangible work, you can also choose to give these rights away. Because publishing is so important to career advancement, we often sign these rights away without a backward glance or second thought. The time has come to develop some strategies to take back some of this unequal bargaining power, and to think critically about how, and when, you grant others one or more of these valuable rights.

Read Closely and Educate Yourself

Since we were children, we have been advised to read closely and to make sure we understand documents before we sign *anything*. Now that we are grown, the saying is especially true, but we have become complacent through custom. It seems that every day we agree to terms, conditions and privacy policies that we cannot possibly read—we do not have the time, we do not understand the language, and we assume that we will not be harmed if we agree to the terms. We need to use the site or the tool, so do we really have a choice? Similarly,

we feel pressure to move forward quickly to publication when an article is accepted by a prestigious journal. Academic culture stresses the need to publish, so we accept the terms, and assume we do not have the power to push back.

These concerns are not insignificant. However, it is well worth the time to educate yourself and to develop a publication strategy for your work that contemplates your copyrights. Read your contract closely before you sign to make sure you understand what is being asked of you. Be prepared to ask some questions of the publisher. Do a little research to find out about the journal's reputation. How do they treat the authors that work with them? What is the norm in your field for retaining your copyrights? Talk with your colleagues to learn from their experiences and have a [conversation](#) with the [subject librarian](#) in your discipline to get started. The Penn Libraries also offer a series of webinars and events to help you understand your rights as an author. Check the Libraries' workshop calendar for future events. Even if you may not have much room to negotiate to keep your rights now, experience may help you leverage more of your rights down the road, allowing you to share and build on your research as you choose. Building a good foundation grounded in knowledge will mean you are prepared when you receive the acceptance letter from your dream journal.

Be Your Own Best Advocate and Continue to ask Questions

You are the best advocate for your work and scholarship. After all, you are the subject matter expert. With education regarding the norms of your discipline, and armed with the right vocabulary, you may be able to negotiate to keep one or two of your valuable exclusive rights. For example, to make sure your work is receiving attention, it is critical to know if you can share your article with a colleague or with your students, whether you can post the article on your own website or include it in your university's [institutional repository](#), or even whether you can reuse your own graph or diagram in a conference presentation. Think back to your most recent publication – do you know the answers to these questions? Revisiting the agreement, you may be (unpleasantly) surprised.

If you find that you find that you have signed a contract with your publisher, that includes specifying that you transfer your exclusive rights from yourself to the publisher, it is not unreasonable to ask the journal to grant you permission (or a license) to make additional academic uses of your scholarship, to present on your published scholarship, and to share your article with colleagues in your community. These requests are not unusual or outlandish, and they make good professional sense. Consider that academic publications are driven by the power of citation – the more people discover and engage with your work, the more likely you are to build readership in the original article and to raise your scholarly impact. Negotiating for the right to share, reinvent, and build on your work only leads to possibilities.

Tools Exist to Help you on Your Journey

One of the benefits of the academic ecosystem is that many tools already exist to help you understand and hold on to your rights. As a bonus, these tools are frequently available free

of charge. One great tool is the [SPARC Addendum](#). The addendum includes alternative language to propose when you are presented with a publishing contract. The language makes clear how you are able to reuse and share your scholarship in the future. For instance, it adds language that specifically retains the author's right to:

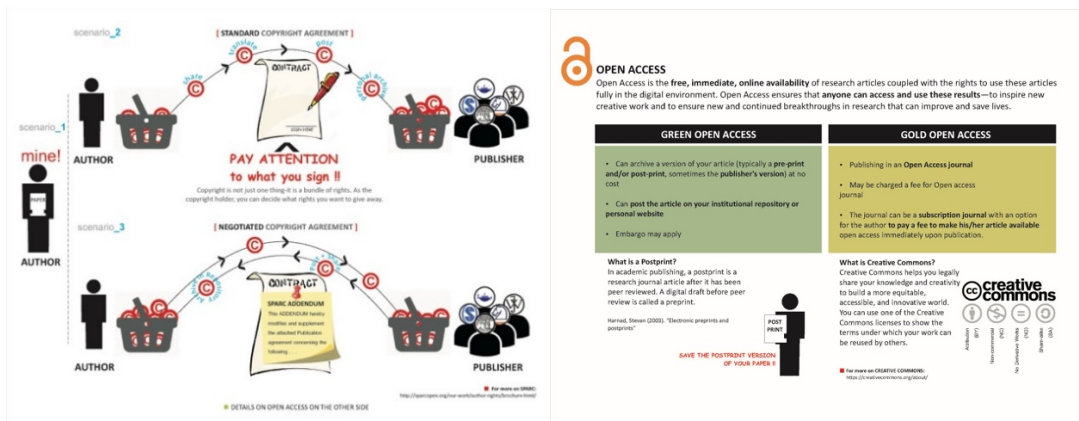
- reproduce, to distribute, to publicly perform, and to publicly display the Article in any medium for noncommercial purposes;
- the right to prepare derivative works from the Article; and
- the right to authorize others to make any non-commercial use of the Article so long as Author receives credit 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, the 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. ([SPARC Access-Reuse Addendum](#)).

The addendum was developed by [SPARC](#) (Scholarly Publishing and Academic Resources Coalition) and the [Creative Commons](#). While you might not be ready to make use of the addendum, reading through it, and the SPARC FAQ, may help you understand what is at stake, and what options you have. The FAQ also includes negotiation strategies you can use to leverage your discussions with a publisher when the time is right. Another valuable (free!) tool is the [Sherpa-Romeo database](#). It provides information about the “sharing” policies of specific journals and publishers. Each entry provides information on where you can post either the accepted version of your article (usually a word document) or the publisher's official PDF, whether it is in an institutional repository or non-commercial website (including the author's website). This information is a good place to start as you prepare to sign a contract.

Planning Ahead

Knowledge is power. It has been said so many times, the expression is trite, but it is true. Know your exclusive rights under copyright law, know what you are giving away, understand your options for retaining some of your exclusive rights when working with your publisher, ask questions, push back if you are comfortable. A strong base knowledge of copyright culture, and custom can only help you get where you want to go. Read, ask, and [schedule an appointment](#) with a [subject librarian](#) to get started.



Infographic by Labib Hossein, M.S. '17

What Role Does Open Access Play in Publication and Promoting my work?

Broadly speaking, open access publication allows authors to distribute their scholarly work to a primarily online readership. Open access publication is free of cost, or other access barriers. [Sherpa-Romeo](#) provides an extensive glossary of terms related to sharing your work via a range of open access venues. There are many different models of open access, and the terms and models can quickly get confusing. To help you on your open access author journey, the Penn Libraries provide [resources](#) to help you understand the terminology and demystify the complexity of open access.

The concept of open access developed with the rise of the Web and new found ease of sharing content instantaneously. With the soaring cost of commercially published journals, particularly in the STEM fields, many scholars in countries outside of Western Europe and North America, as well as the general public were priced out of their subscriptions. One solution to these readership barriers was to encourage scholars to post their articles on personal or institutional websites. Another solution was to develop journals, published via what we now call "open access." As the concept of open access developed, a variety of models emerged to serve different [community needs](#).

Over the last few decades in the academic world, thinking around and opportunities for open access have grown and evolved to address this critical disparity in access across the globe. The 2002 [Budapest Open Access Initiative](#) launched an internationally organized effort to address access. To find out more about open access in history and practice, Peter Suber's monograph [Open Access](#) (MIT 2012) and Martin Paul Eve's [Open Access and the Humanities: Contexts, Controversies, and the Future](#) (Cambridge 2014) are good sources to review the history, as well as the different approaches to open access within academia. Both titles are available and openly accessible on the web.

Sharing Your Work for Greater Visibility

It is easy to document that open access leads to greater visibility for your research. If you participate in an academic sharing site such as Penn's [ScholarlyCommons](#), a discipline related site such as [arXiv](#) or [HumanitiesCommons](#), or even one of the commercial sites such as [Academia.edu](#), or [ResearchGate](#), you receive automatic updates on how often your work is downloaded or requested. It is not uncommon for those numbers to reach into the thousands because your work is easily discoverable to the public via Internet searches. In addition, posting your work on the web, provides you with a date stamp, establishes your ideas as yours, and can protect your work from plagiarism, or from plagiarism claims.

When you join an academic sharing site you become part of a scholarly ecosystem that combines discovery, conversation, collaboration, collegial review, and mutual support. Your collegial contacts expand beyond your institutional affiliations to include scholars around the world. If the site is indexed by a search engine such as Google, then your community can be worldwide. It will expand beyond the narrow limits of your discipline to incorporate curious students and online readers everywhere.

Most of us are familiar with, and have created profiles on the big open access sites such as Academia.edu and ResearchGate. These two sites are currently in [collaborative talks](#) with Springer Nature, and the Social Science Research Network ([SSRN](#)). SSRN is now owned by the Netherlands-based publisher Elsevier. SSRN is free to browse and free to post, but also classifies posted papers into "[topic-based eJournals](#)" (Subject Area Research Networks) that are distributed to [individual and institutional subscribers](#).

Academia.edu and ResearchGate have freemium models for those creating profiles and posting work. Creating a profile on these sites is free, but there are premium (fee-based) options available. These two sites have been in [disputes](#) with publishers because although they do have policies around copyright, they do not monitor whether their participants have the legal rights to post their publications (see Author Rights above). Scholars may set up profiles, including CVs, and publications lists. It is possible to post pre-prints, published papers, or a list of citations as you create your individual publishing record. Participants can follow other scholars and receive alerts when new papers are posted. These services also help you leverage your community of collegial contacts by increasing opportunities to stay in touch with interested audiences.

Scholarly associations are also involved in platforms for the sharing of pre-prints. [arXiv](#) (1991-), is the oldest sharing site that continues to grow and is still robust. It is now hosted at Cornell University and sponsored by a collaboration of research libraries, including the Penn Libraries. It began as an initiative of the physics scholarly community, but it has expanded to include multiple STEM fields as well as the field of economics. Major humanities sites include [PhilPapers](#) and [HumanitiesCommons](#). Humanities Commons allows scholars to create profiles, share scholarship, maintain blogs, and engage in public review of scholarly work in progress. Many STEM societies have followed in the footsteps of arXiv, including [bioRxiv](#), [medRxiv](#), [OSFPreprints](#) ([Open Science Foundation](#)), [ChemRxiv](#), and [EarthArXiv](#). OSF hosts [SOCARXIV](#) for the social science fields.

There are both pros and cons to participating in these sites.

On the plus side:

- Academic sharing sites provide the opportunity to share scholarship with a broad audience that isn't easily reached via traditional publication
- The availability of metrics for readership and the measurable impact from citations and downloads is valuable and gratifying
- Increased opportunity for peer conversation and recognition outside of your network
- arXiv, Humanities Commons, and other platforms hosted by scholarly associations and university repositories are not-for-profit and are managed by scholars for scholars
- Penn Libraries' ScholarlyCommons staff will assist you in posting your work and determining whether or not your journal allows posting on personal websites or institutional repositories—[just submit your CV](#).

On the negative side:

- There is concern about reaching the uninitiated, the possibility of being misinterpreted, or the possibility that one's ideas and findings might be misapplied
- Maintaining an up-to-date profile takes time that might be spent on research and writing
- Scholars are on their own to determine whether or not they can legally post their work
- Academia.edu and ResearchGate are for profit, and this influences the manner in which they operate. This includes monetizing the data they collect from participants' use of the site.

Academic sharing platforms are growing in importance as a way to bring more attention to your work. To learn more about the role of sharing platforms in the academic world, here are a few suggested readings:

- Jamali, Hamid R., David Nicholas, and Eti Herman. 2016. "Scholarly Reputation in the Digital Age and the Role of Emerging Platforms and Mechanisms." *Research Evaluation* 25 (1): 37–49. <https://doi.org/10.1093/reseval/rvv032>
- Matthew B. Hoy. 2020. "Rise of the Rxivs: How Preprint Servers are Changing the Publishing Process." *Medical Reference Services Quarterly*, 39:1, 84- 89, DOI: [10.1080/02763869.2020.1704597](https://doi.org/10.1080/02763869.2020.1704597)
- Zhu, Yimei, and Kingsley Purdam. 2017. "Social Media, Science Communication and the Academic Super User in the United Kingdom." *First Monday* 22 (11): 1–11. <https://firstmonday.org/ojs/index.php/fm/article/view/7866>

Controlling the Way You Share Your Work - the Creative Commons License

With your published work, you may or may not retain the rights to post your pre- or post-publication prints to your personal website, sharing platform, or institutional repository (find [brief definitions](#) at Sherpa-Romeo by clicking on the glossary drop-down). There is still a question about how to safely share your unpublished work. What if you want to post your slides from a conference presentation or workshop, post an unpublished graph, diagram, design, or photograph, a syllabus, or post course materials that correspond to a new and innovative course you've taught? You own the copyright, but how can you make your work available to others and also retain your right to decide on how you share [your exclusive rights under copyright](#)? In the academic world, the [Creative Commons](#) (CC) license is one common solution. CC licenses were developed for this very scenario and they exist on a sliding scale. The least restrictive is the CC 0 (public domain—no rights reserved). Generally, the higher the number of the license, the greater the number of restrictions on sharing and reuse.

What is a License?

A license grants permission for a third party to use your copyright protected work. CC is just one type of standard license. A CC license works hand in hand with your copyright. It is not an independent type of copyright. Even if you share your work via a CC license, your copyright is still alive and well. If you are in the U.S., [Fair Use](#) may also apply.

By using a CC license, you are telling everyone under what circumstances they are permitted to engage in any of your exclusive rights as a copyright holder without asking your permission each and every time. You can only add a CC license to written work, a work of art, or other [fixed copyrightable media](#) if you are the copyright holder. CC licenses are not revocable, and you cannot use a CC license if you have transferred your exclusive rights to a publisher or other entity. Applying a CC license does not require registration or application. You simply affix the text to your work and add a link back to the CC site which identifies the terms of the specific license you have selected. Visit the [Creative Commons](#) site to [review all the licenses](#) in full detail. Below is a quick summary.

CC BY allows any one, private or corporate to use your work, in whole or in part, to reuse, distribute, remix, adapt, and build upon it in any medium or format, as long as the reuser provides attribution. This means that even though you are giving your work away to others to use, another person or organization might sell it or a derivation of it for a profit. Attribution is required for all CC licenses except for CC0, which is a public domain license (allows use without restriction). From an academic integrity perspective, it is unethical, of course, to make use of a work, regardless of whether it is restricted by copyright or another license, without providing full and accurate attribution. Copyright considerations are related to, but different than plagiarism and academic integrity. Beyond the possibility of copyright infringement, using academic work without proper attribution raises serious academic dishonesty concerns including [plagiarism](#).

CC-BY-SA or “share alike,” allows any one, personal or corporate, to make use of your work as stated above in the CC-BY license, as long as the second comer also makes their work openly accessible under a CC-BY-SA license as well. This license is based on the principle of “paying it forward”. The second comer must share their new work in the same way that you, the original author, shared your work.

CC-BY-NC or “noncommercial” includes everything in CC-BY except that the second comer must be a not-for-profit individual or entity.

CC-BY-NC-SA You are probably getting the hang of this: for use by a not-for-profit individual or entity, *and* the second comer must make their work available using this CC-BY-NC-SA license.

CC-BY-ND or “no derivatives” is the same as the CC-BY license except that you are specifying that the second comer must use your work as is—there can be no derivatives made of your work. This might be important if you create and want to share a work of art, a piece of music, or song lyrics, and you do not want them to appear in ways that are counter to your own beliefs and practices, or say, sold on commercial goods.

CC-BY-NC-ND has the exact same terms as the CC-BY-ND above, except that only not-for profit entities or individuals can make use of your work.

Creative Commons [reports](#) that their licenses are “drafted to be enforceable around the world, and have been [enforced in court](#) in various jurisdictions. To CC’s knowledge, the licenses have never been held unenforceable or invalid.” While CC licenses might not be appropriate in every circumstance, understanding how the term is used and how you can leverage it for citation and sharing purposes is only to your advantage.

Still have questions? Contact your [subject librarian](#) to learn more about Creative Commons, open access and subscription publishing venues, and for support as you begin and continue to publish.

This guide was prepared by Rebecca Stuhr, Director for Academic Engagement, with consultation from Christine Weller, Esq., Assistant General Counsel and Copyright Advisor,* at the Penn Libraries.

**This guide is meant for educational purposes only, and none of the contents should be in any way construed as legal advice.*