Author Intellectual Property Rights in a Digital Publishing Environment

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• Policies, mandates, and more
• Challenges to preserving rights to your own work
• How you can try
• How you can share
• “On or before January 1, 2015, each task force shall adopt a report setting forth its findings and recommendations. These recommendations shall include a detailed description of any open access policy the task force recommends that the public university or State adopt, as well as, in the case of the public university, a plan for implementation.”
• Approved by SIU Board of Directors December 11, 2014

• “It is the responsibility of faculty who have not claimed a waiver to provide an electronic version of the author’s post-peer-reviewed final article to the appropriate university institutional repository within 30 days of publication.”

SIU OA Policy (link)
• In no way means that faculty authors MUST publish in certain journals, “open access” journals, pay “Gold Open Access” fees, etc.

• It *does* mean that they must do *something* with regard to promoting and securing open access availability of their scholarly and/or creative output:
  • Ensure/ask for permission to publish post-peer-review manuscript in Institutional Repository (SPARK)
  • Complete a waiver form if such permission is unavailable or unattainable
• NIH
• NSF
• Bill & Melinda Gates Foundation

• Read the terms!

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• A transfer of any exclusive right is truly exclusive; once transferred the author may no longer exercise that right.

http://www.sparc.arl.org/resources/authors/copyright-intro

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• Read the publication agreement (including links or references to “Author’s Rights,” “Open Access,” or “Self-Archiving” policies). Many publishers now allow authors to retain some rights in their default publication agreements.

• If necessary, attach an addendum when returning the agreement.
  • SPARC Author Addendum
  • SIUE Addendum (forthcoming)
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Example 2 – part 1
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• “Digital scholarly identity”

• Studies typically show a 25-250% OACA or more
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