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Protecting Your Copyright with Publishers

The publication process usually involves a transfer of copyright rights from the author to the publisher. However, it is not always necessary for the author to transfer all rights to the publisher in order to publish a work.

Many publishers allow you to archive a pre-print or post-print of your work in an open-access repository. Publishers are most likely to allow you to archive a pre-print of your work. However, because this version does not include revisions made as the result of any editorial or peer-review process, it is less desirable for sharing. On the other hand, publishers are least likely to allow you to archive the published version.

Because the content of the post-print is largely the same as the published version of your work, you are strongly encouraged to archive a post-print version if permitted. In some cases, you may archive the published version of your work after a specified embargo period.

Many publishers are willing to negotiate the terms of their copyright transfer agreements, or permit use of a license to publish instead. Regardless, it is important for you to review and negotiate the terms of publication with the publisher prior to signing any documents. A license to publish written in the publisher’s favor may restrict your rights just as much as a copyright transfer agreement.

The first step to protecting your copyright is to review copyright policies as part of vetting potential publishers or publications for your work. You are strongly encouraged to consult with your Library Liaison during this process. During the vetting process, consider the following steps:

1. Is the publisher or journal known to engage in “predatory” practices or is it a member of an initiative to combat predatory practices? Does the publisher belong to the Committee on Publication Ethics (COPE), the Open Access Scholarly Publishers’ Association (OASPA), or the Directory of Open Access Journals (DOAJ)? Does the journal appear on Cabell’s White-list or Blacklist, or is it included in Web of Science, Journal Citation Reports, Scimago, or Scopus?

2. Search the SHERPA/RoMEO database for the publisher or publication to see their current copyright and archiving policies.

3. Obtain a copy of the publisher’s standard copyright transfer agreement or license to publish, and use the checklist on the back of this document to review its conditions.

4. Contact the publisher to see if they permit use of a copyright addendum, alternative agreement language, or a license to publish.

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If this is the case, you should review the click-through agreement as carefully as you would any copyright transfer agreement or license to publish. If you have concerns about the content of the click-through agreement, you may need to contact the publisher prior to submitting your work.

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I. 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?

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   - No; determine which rights you retain.

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      - Right to reuse in other publications (look for amount that can be reused).
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   b. Version(s)
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