How to Read a Publication Agreement: Protecting Your Rights

JANET BRENNAN CROFT
UNIVERSITY OF NORTHERN IOWA
ROD LIBRARY
What is copyright?

“Copyright” secures certain rights to someone who creates a work that is “fixed in a tangible form of expression,” as described in the Copyright Act of 1976.

Copyright exists automatically from the moment the item is created; it is not necessary to formally publish or register a work for it to be copyrighted (though in some cases it is advisable to register it).
What can be copyrighted?

- Literary works
- Musical works, including any accompanying words
- Dramatic works, including any accompanying music
- Pantomimes and choreographic works
- Pictorial, graphic, and sculptural works
- Motion pictures and other audiovisual works
- Sound recordings
- Architectural works

Definitions of all these works are included in the law.
What rights does the copyright holder have?

Under Section 106, the copyright holder has the exclusive right:

► To *reproduce* the work
► To *prepare derivative works* based upon the work
► To *distribute* the work
► To *perform* the work publicly
► To *display* the work publicly
What can the copyright holder do with these rights?

- These rights can be signed over to other parties; for example, the author of a book may sell film rights to one company and book-on-tape rights to another.

- These rights are limited by *first sale doctrine* (§109(a)), which allows someone who buys a book or other copyrighted item to sell, give away, rent, or lend it to someone else.

- The creator’s rights are also limited by *Fair Use* exceptions, which allow others to use the work in strictly limited ways.
Check your contract for copyright issues!

- Look for what rights you are signing over to the publisher and what rights you will retain.
- Ideally, the publisher will only want the right to use your work in that specific publication and YOU will keep the rights to republish your work elsewhere, perform it publicly, display a picture of it on your website, post it in an institutional repository (like ScholarWorks) or personal repository (like your own Research Gate or Academia.edu page), etc.
Have a contract that does not allow you to retain copyright and reuse your own work elsewhere or post it in an institutional repository? It’s negotiable!

The SPARC Addendum is something you can submit to your publisher in addition to their contract. It protects your rights and future re-use of your own work.

Find out more about how to use it at www.sparc.arl.org.
Resources

- SPARC Addendum
- Scholar’s Copyright Addendum Engine
  - https://labs.creativecommons.org/scholars/
- “Understand Your Rights as an Author”
  - https://libraries.ou.edu/content/understand-your-rights-author/
- “Understanding and Negotiating Book Publication Contracts”
- Sherpa Romeo (look up copyright and open access policies)
  - https://v2.sherpa.ac.uk/romeo/
Practice on your own

- Sample agreements to review
  - Association of College and Research Libraries
  - Mythlore: A Journal of JRR Tolkien, CS Lewis, Charles Williams, and Mythopoeic Literature
  - McFarland Publishers
  - Cambridge Scholars Publishing
  - Names: A Journal of Onomastics
Contact Information

Janet Brennan Croft
- janet.croft@uni.edu
- Rod Library 213A
- https://northerniowa.academia.edu/JanetCroft
- https://works.bepress.com/janet-croft/

Disclaimer: I am not a lawyer. This presentation is based on my experience as a librarian, author, and editor.