

As adopted by the Faculty Senate at its meeting on 7 May 2007

**FACULTY SENATE RESOLUTION IN SUPPORT OF ASSISTING UNIVERSITY AUTHORS
IN MANAGING THEIR PUBLISHING RIGHTS AND AGREEMENTS**

Submitted by the Library Committee

Background

The UW-Madison Library Committee unanimously passed on 13 April 2007 a resolution in support of assisting university authors in managing their publishing rights and agreements.

Institutions and organizations around the world, including the CIC provosts, are leading initiatives to inform authors in all disciplines about their rights and how to retain them. When scholarship is published in journals or elsewhere, publishers typically ask authors to sign a transfer agreement, or contract, that describes the assignment of rights to the publisher of the intellectual property. These agreements often result in the deprivation of various authors' rights such as the right to post the article on the public internet or to make copies for classroom use. According to traditional publication agreement, all rights—including copyright—are typically surrendered to the publisher.

The CIC provosts recognize the complexity of the issues involved in publication, but are nonetheless committed to helping our faculty make the most of their work and support the free flow of scholarly information in support of university missions. To that end they have distributed the attached Statement on Publishing Agreements along with the Addendum to Publication Agreements for CIC Authors.

The CIC provosts suggest that faculty authors consider a number of factors when choosing and interacting with publishers for their works. The goal of publication should be to encourage widespread dissemination and impact; the means for accomplishing this will necessarily depend on the nature of the work in question, the author's circumstances, available suitable outlets, and expectations in the author's field of inquiry.

The Library Committee amended the original CIC addendum distributed by the CIC provosts to include subsection 4 that was derived from ARL's Scholarly Publishing and Academic Resources Coalition (SPARC). ARL/SPARC has been an international leader in the discussion of author rights and scholarly communications. This sub-section is a default clause that states that in the event that the publisher publishes the article in the journal without signing a copy of the addendum, the publisher will be deemed to have assented to the terms of the addendum.

The passage of this resolution provides for greater opportunities for university-wide discussion of these issues and will also help in assessing options for scholarly publication. University librarians will take a leading role in these discussions and also encourage members of the faculty to become engaged.

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Resolution

WHEREAS current publishing methods encourage authors to assign publishers all of the rights to their works which may limit the ability of authors to incorporate their work into future articles, books, web sites, teaching materials, or repositories; and

WHEREAS it is incumbent upon faculty, campus administrators and librarians to ensure the free flow of scholarly information in fulfillment of the campus missions to advance the public good through research and education; and

WHEREAS the university administration supports a sustainable publication process and a healthy publishing industry, and suitable publishing partners that encourage the widest possible dissemination of the academy's work; and

WHEREAS the management of copyright should be directed to encourage scholarly output rather than unnecessarily fettering its access and use; and

WHEREAS the goal of publication should be to encourage widespread dissemination and impact of the authors' works; and

WHEREAS we encourage authors to consider publishing strategies that will optimize short and long-term access to their work taking into account such factors as affordability, efficient means for distribution, a secure third-party archiving strategy, and flexible management of rights; and

WHEREAS we encourage widespread access to the creative output of our campus and want to protect the intellectual property rights of our authors;

THEREFORE, BE IT RESOLVED that the University of Wisconsin-Madison Faculty Senate supports the CIC Provosts' Statement on Publishing Agreements and encourages the use of the Addendum to Publication Agreements for CIC Authors to ensure that academic authors retain certain intellectual property rights that facilitate archiving, instructional use, and sharing with colleagues to advance discourse and discovery.

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CIC PROVOSTS' STATEMENT ON PUBLISHING AGREEMENTS

[For a fuller consideration of the issues addressed herein, see "Copyrights and the Paradox of Scholarly Publishing" by R. Michael Tanner, Provost, University of Illinois at Chicago]

Publication is the lifeblood of a research university. It is incumbent upon faculty, campus administrators and librarians to ensure the free flow of scholarly information in fulfillment of our campus missions to advance the public good through research and education. Toward this end, our campuses are committed to supporting a sustainable publication process and a healthy publishing industry. The "information revolution" has greatly expanded the means for disseminating and utilizing scholarly discourse, but this opportunity for extending the reach and impact of our campuses is countered by social and economic conventions of some sectors of the publishing industry. Suitable publishing partners for academic enterprises should be encouraging the widest possible dissemination of the academy's work, and the management of copyright should be directed to encouraging scholarly output rather than unnecessarily fettering its access and use. Without some important changes in publishing practices, authors and readers will continue to be frustrated by barriers to the free flow of information that is an essential characteristic of great research universities.

The CIC provosts suggest that faculty authors consider a number of factors when choosing and interacting with publishers for their works. The goal of publication should be to encourage widespread dissemination and impact; the means for accomplishing this will necessarily depend on the nature of the work in question, the author's circumstances, available suitable outlets, and expectations in the author's field of inquiry. In general, we encourage authors to consider publishing strategies that will optimize short and long-term access to their work, taking into account such factors as affordability, efficient means for distribution, a secure third-party archiving strategy, and flexible management of rights.

Protecting intellectual property rights is a particularly important consideration, as many of our authors unwittingly sign away all control over their creative output. Toward this end, the CIC Provosts encourage contract language that ensures that academic authors retain certain rights that facilitate archiving, instructional use, and sharing with colleagues to advance discourse and discovery. Accompanying this document is a model CIC publishing addendum that affirms the rights of authors to share their work in a variety of circumstances, including posting versions of the work in institutional or disciplinary repositories. While the particular circumstances and terms governing publication will vary on a case by case basis, the underlying principle of encouraging access to the creative output of our campuses should inhere in all of our efforts.

The CIC provosts recognize the complexity of the issues involved in publication, but are nonetheless committed to helping our faculty make the most of their work. For further discussion of these issues, or for help in assessing options for the publication of particular works, members of our faculty are encouraged to consult with academic deans, campus counsels, university librarians, or academic staff in the provosts' offices.

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ADDENDUM TO PUBLICATION AGREEMENTS FOR CIC AUTHORS

This ADDENDUM hereby modifies and supplements the attached publication agreement between:

Corresponding Author: _____

Additional Authors (if any): _____

AND

Publisher: _____

Related to manuscript titled: _____

To appear in journal, anthology, or collection titled: _____

Publisher and author agree that where there are conflicting terms between the publication agreement and this addendum, the provisions of this addendum will be paramount. In addition to the rights granted the author in the publication agreement and by law, the parties agree that the author shall also retain the following specified rights:

1. The author shall, without limitation, have the non-exclusive right to use, reproduce, distribute, and create derivative works including update, perform, and display publicly, the article in electronic, digital or print form in connection with the author’s teaching, conference presentations, lectures, other scholarly works, and for all of author’s academic and professional activities.
2. After a period of six (6) months from the date of publication of the article, the author shall also have all the non-exclusive rights necessary to make, or to authorize others to make, the final published version of the article available in digital form over the internet, including but not limited to a website under the control of the author or the author’s employer or through digital repositories including, but not limited to, those maintained by CIC institutions, scholarly societies or funding agencies.
3. The author further retains all non-exclusive rights necessary to grant to the author’s employing institution the non-exclusive right to use, reproduce, distribute, display, publicly perform, and make copies of the work in electronic, digital or in print form in connection with teaching, conference presentations, lectures, other scholarly works, and all academic and professional activities conducted at the author’s employing institution.
4. The 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.

This addendum and the publication agreement, taken together, constitute the final agreement between the author and the publisher with respect to the publication of the article and allocation of rights under copyright in the article. Any modification of, or additions to, the terms of this amendment or to the publication agreement must be in writing and executed by both publisher and author in order to be effective.

AUTHOR

PUBLISHER

(Corresponding Author, on behalf of all authors)

Date

Date