

Publishing with chains: A comparison of publishing agreements in LIS

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Introduction

The publishing community rules life in academia, and at present no viable alternative exists for professors who desire to remain employed, at least until acquiring tenure. Although requirements differ between fields, an academic interacts with many publishing houses during a career. Additionally, several institutions place specific requirements on electronic access to their employee's scholarly works (such as Harvard's open access policy). While this trend remains young, its growth appears inevitable.

The combination of new institutional policies, revisions to the tenure process, and the high number of publishers creates a difficult situation for authors' understanding and use of copyright protections. As every publisher's method of acquiring either permission or copyright transfer from authors differs, academics' literacy in copyright matters should be equally robust. Unfortunately, it is often lost in the frenzied pace of academic life, therefore leading authors to surrender additional rights and privileges. A comparison of different publishing documents within LIS illustrates differences and similarities between agreements.

Methodology

Ten recent publishing documents were collected from professors within the School of Information Studies at the University of Wisconsin-Milwaukee and compared through document analysis. The documents represent eight different publishers used by LIS with two cases of multiple documents from a single publisher. The agreements ranged in both title and intended medium (monograph, journal, etc.).

Table 1. Documents and publishers used in the study.

Publishers	ABBR	Title of document
The American Society for Information & Science Press	ASIST	Permission Form & Author Agreement
The Association for Computing Machinery Press	ACM	Permission and Release Form
Emerald Group Publishing Ltd.	Emerald	Manuscript Release Form
IEEE Computer Society Press	IEEE-1	Copyright Form
	IEEE-2	Contributor Agreement
Sage Publications Ltd.	Sage	Journal Contributor's Publishing Agreement
Springer Science + Business Media B.V.	Springer-1	Consent to Publish & Transfer of Copyright and Publishing Agreement
	Springer-2	Consent to Publish
University of Toronto Press	UTP	Author Copyright Agreement
Wiley Periodicals, Inc. (Wiley-Blackwell)	WB	Copyright Transfer Agreement

Results

Some initial generalizations can be made of the ten documents. With two exceptions, ASIST and ACM, the documents required the relinquishing of copyright to the publisher. Although publishers use different titles (as seen in Table 1), all of the legal language involves author and publisher use rights. All of the documents are unique, despite similar language shared between some. Additionally, the collection varies in length, typeface, and font size.

Table 2 highlights the similarities and differences between the documents by comparing their elements. A description of these elements follows the table.

Table 2. Comparison of Document Elements

Item	Article, Book, Chapter	Transfer of Copyright	Termination	Citation	Work-for-Hire	Permitted Use	Gov't	Permission	Original/Unpublished	Further Use	Liability	Law Court	Proprietary Rights	Fair Use
WB	A	X	X	X	X	X	X	X					X	
Sage	A	X		X	X	X	X	X	X	X				X
Emerald	A	X				X		X	X					
UTP	A	X				X		X	X		X			
ASIST	C			X		X			X					
ACM	A					X		X						
Springer-1	B	X				X	X	X	X	X	X	X		
Springer-2	C	X				X	X	X	X		X	X		
IEEE-1	A	X				X	X	X	X	X	X		X	
IEEE-2	A	X*			X*	X		X	X		X	X		

*The IEEE-2 agreement is specifically for a contributor commissioned to write. As such the IEEE regards the contribution as work-made-for-hire, thus copyright already lies with the publisher.

While some of the elements are easily understood, such as *transfer of copyright* and *proprietary rights*, others need a more thorough explanation, as listed below:

- Termination**—Refers to specific events which terminate the agreement.
- Citation**—A clause requiring the author to either use a specific or general citation of the published work when reprinting.
- Work-for-Hire**—Specific clauses regarding rights of institutions when the work falls under a work-made-for-hire situation.
- Permitted Use**—Signifies if the document contains language regarding the author's rights to reproduction (see Fig. 1 for more details).
- Gov't**—A clause specifying rights for governmental employees as works made for governments are usually in the public domain.
- Permission**—Requires the author to obtain copyright permissions for any copyright protected materials contained within the work.
- Original/Unpublished**—Publisher's statement requiring the author's agree the submitted work is both original and unpublished.
- Further Use**—Specifics on the types of permissions the publisher will obtain for their future use of the work ranging from consent to a good faith effort to contact.
- Liability**—Publisher's statement releasing themselves from being liable for the contents of the work.
- Law/Court**—An indication of what country's laws the publisher adheres to and/or what court shall be used for any legal action.
- Fair Use**—A clause requiring author's provide information regarding any item within the work used within the bounds of either fair use (US) or fair dealing (UK).

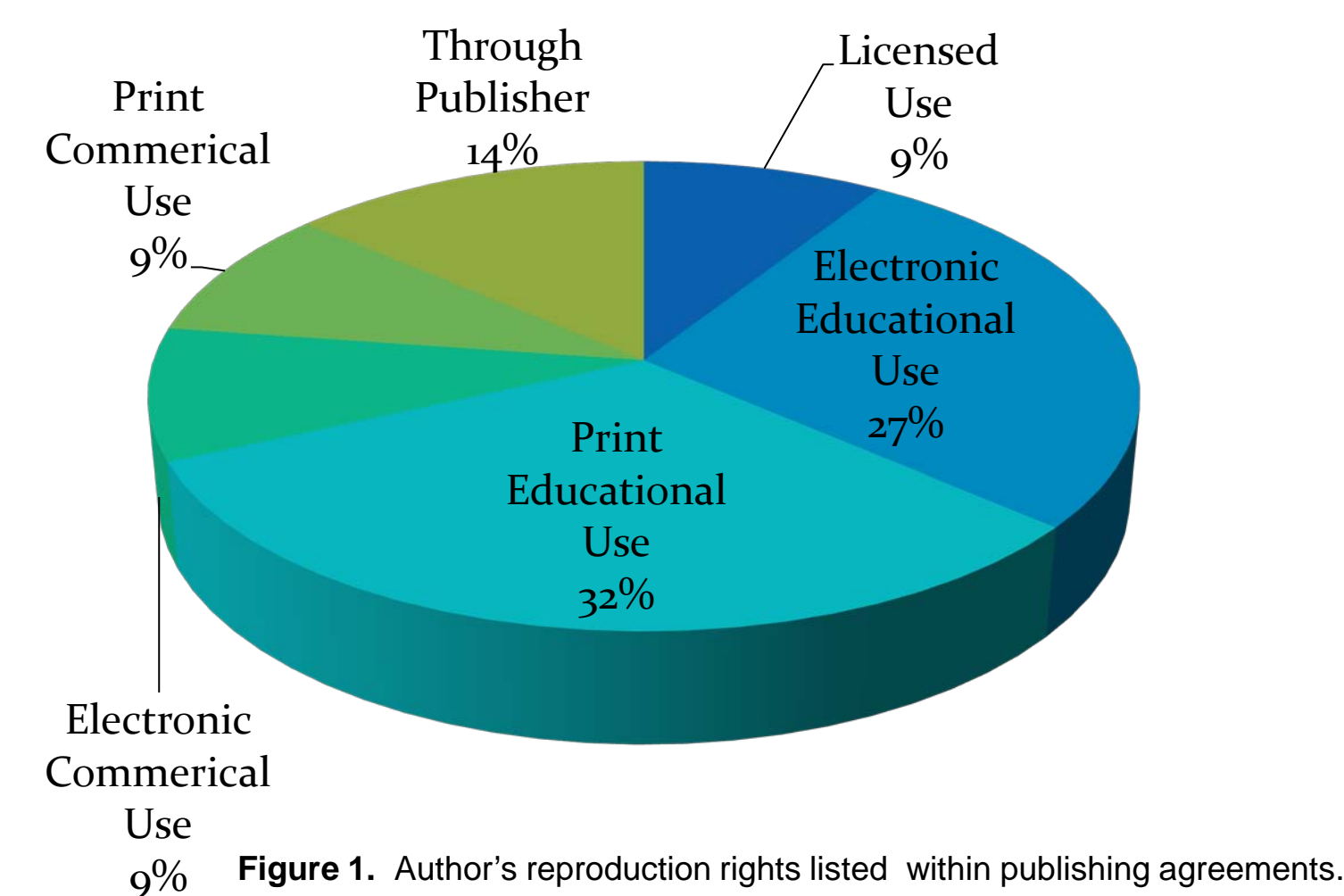


Figure 1. Author's reproduction rights listed within publishing agreements.

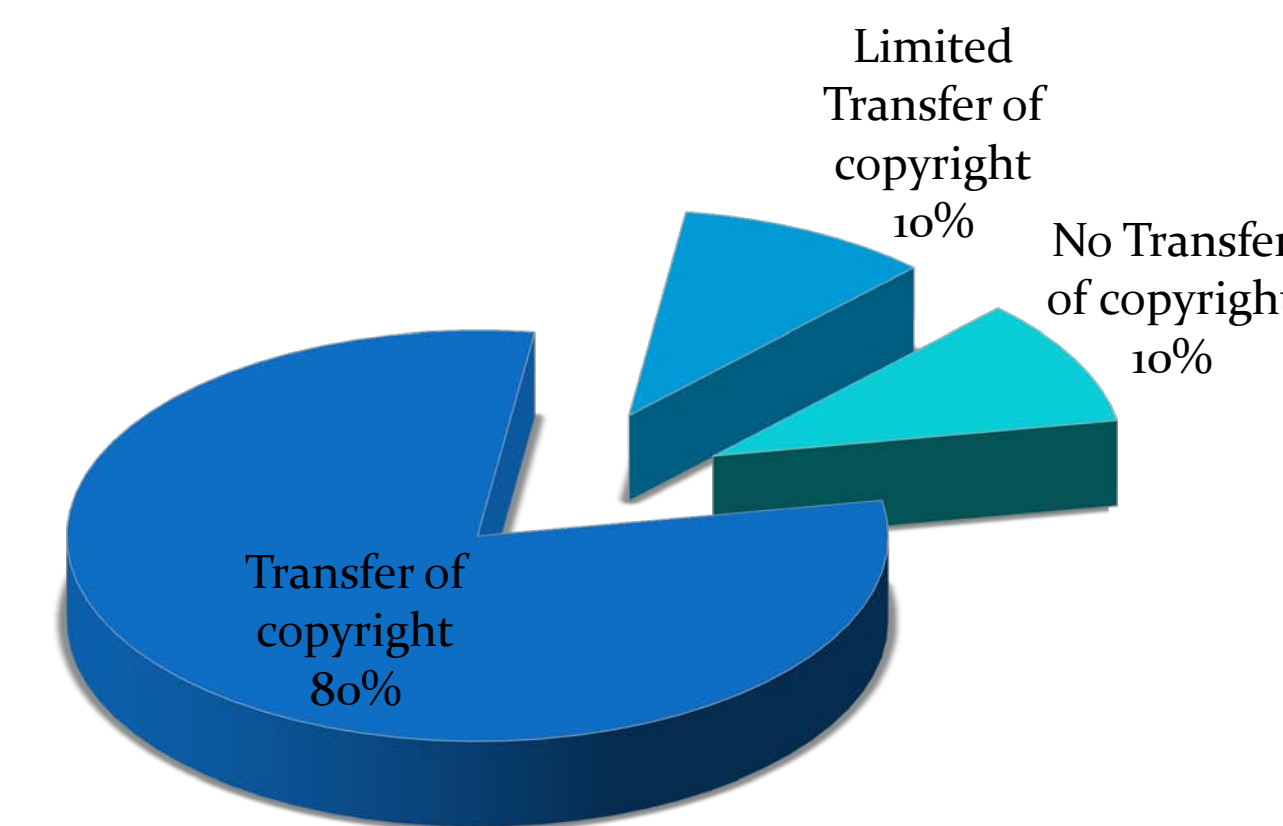


Figure 2. Publishers' method of obtaining rights. Authors retained copy right and transferred select rights within the ASIST document, while the ACM document required no transfer of copyright

Conclusions and Future Research

Several key elements appear in a majority of the documents. These include: the transfer of copyright to the publisher; the inclusion of originality and non-prior published clauses; and the inclusion of some reproduction rights in all of the documents. Interestingly, the reproduction rights' conditions and limitations varied widely from the very specific BW to the non-specific ACM. Authors whose publishers allow negotiated terms of publication should require clarification of these terms to ensure a favorable outcome.

Despite the similarities between the ten documents, it is important to reiterate no two legal documents were exactly the same. Therefore, authors should familiarize themselves with publishing agreements of a wide variety of journals and publishers. Only then can an author make an informed choice regarding who to publish with. Additionally, all authors should attempt to negotiate better publishing agreements when able. Perhaps institutions could provide suggested terms to their employees for negotiations. Researchers can reasonably expect their publishing agreements to include the following: full or partial transfer of copyright; a required statement of originality, non-prior publishing, and acquired copyright permissions; specific reproduction rights (either under returned rights or licensing); and a liability waiver for the publisher.

The ten documents examined in this study indicate the complexities of publishing agreements. As such, authors must remain vigilant in their understanding of rights granted and removed during the publishing process. Additionally, the variety indicates the need to maintain an accurate filing system by authors to ensure future conduct is within the agreements. While this study examined and found wide disparity within a set of ten documents, its findings are limited due to the sample size. A larger study is justified based on the findings of the study, and could potentially reach beyond the LIS community.

Literature

- The American Society for Information Science & Technology Press, 2009. Permission form and author agreement.
- The Association for Computing Machinery Press, 2009. Permission and release form.
- Emerald Group Publishing Ltd, 2009. Manuscript release form.
- IEEE Computer Society Press, 2009. Contributor agreement.
- IEEE Computer Society Press, 2009. Copyright form.
- Sage Publications Ltd, 2009. Journal contributor's publishing agreement.
- Springer Science + Business Media B.V., 2006. Consent to publish & transfer of copyright and publishing agreement.
- Springer Science + Business Media B.V., 2008. Consent to publish.
- University of Toronto Press, 2009. Author copyright agreement.
- Wiley Periodicals, Inc., 2009. Copyright transfer agreement.

For further information

Please contact the author at ebenoit@uwm.edu. Electronic versions of the documents used in the study (with personal information redacted) and a pdf version of this poster can be accessed at <http://www.littleurl.net/717e92>.



School of Information Studies