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UNDERSTANDING **OPEN ACCESS**

When, Why, & How to Make
Your Work Openly Accessible

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A NOTE TO OUR READERS:

For additional resources on open access and on other issues of importance to authors who write to be read, please visit *Authors Alliance* on the web at <http://authorsalliance.org>. Please consider supporting our work by joining us as a member or by making a donation.

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SECTION I. INTRODUCTION



UNTIL VERY RECENTLY, AUTHORS WHO wanted their works to be widely available had little choice but to submit their works to publishers who took assignments of the authors' copyrights and exercised them according to a proprietary "all rights reserved" model.¹ The advent of global digital networks now provides authors who write to be read with exciting new options for communicating their ideas broadly. One of these options is open access.

The basic idea of open access is that it makes copyrightable works available without all of the access barriers associated with the "all rights reserved" model. These can take the form of price barriers and permission barriers.² Open access typically comes in two forms. What has come to be known as *gratis* open access is the practice of making a work available online



free of charge (also called *public access*). The term *libre* open access (also called *full open access*) refers to the practice of making a work available online free of charge and with some additional reuse rights, typically granted through a Creative Commons license. *Gratis* open access removes price barriers, whereas *libre* open access additionally removes at least some permission barriers, allowing users to copy, redistribute, and/or adapt a work. Open access contrasts with more traditional models of restricted-access publishing in which copies of works are made directly available only to paying customers.

Authors who are interested in increasing access to their works may want to understand whether eliminating cost and permissions barriers is a good option for them and, if so, how they might release their works under open access terms. Other authors may be required by their employer or funding agency to comply with an open access policy. Still other authors may be skeptical about whether open access is compatible with their publication goals—including rigorous peer review, prestige, or monetary compensation—and want to learn more.

A note on terminology: Many open access proponents and some research funders³ do not consider a work truly openly accessible if it only meets *gratis* open access requirements. Indeed, only *libre* open access is compliant with most major international statements that define open access.⁴ For readability, we use the term open access in this guide to describe the practice of making a work available to readers free of charge on the Internet, regardless of whether subsequent reuse is permitted. The distinction is important, however, and we try to make clear in our discussion below whether we are referring to removal of only price, or both price and permission barriers. Another way to think about open access is along a continuum that considers variables including both price and permissions barriers. If you would like to learn more about the spectrum of open access, we recommend the guide [How Open Is It?](#)⁵

Authors Alliance is a nonprofit organization that promotes authorship for the public good by supporting authors who write to be read.⁶ Pursuant to this mission, *Authors Alliance* created this guide to help authors understand and evaluate opportunities to make their works openly accessible. In this way, *Authors Alliance* seeks to help authors further their interest in disseminating knowledge and products of the imagination broadly and to enhance the public's access to and reuse of these works.



CHAPTER 1: WHAT IS THIS GUIDE AND WHO IS IT FOR?



*ARE YOU CONSIDERING MAKING YOUR WORK
openly accessible? Are you required to make your work
openly accessible by an institutional or funding mandate?*

If you answered “yes” to either of these questions—or just want to learn more about open access—then read on! The guide is for authors of all backgrounds, fields, and disciplines, from the sciences to the humanities. Because the open access ecosystem in academia is particularly complex, this guide is largely geared to the needs of authors working for academic institutions or under funding mandates. However, many chapters are suitable for authors who write in other contexts, and we encourage all authors interested in open access to read those sections relevant to their needs.

This guide will help you determine whether open access is right for you and your work and, if so, how to make your work openly accessible. This primer on open access explains what “open access” means, addresses common concerns and misconceptions you may have about open access, and provides you with practical steps to take if you wish to make your work openly accessible.

FOR EXAMPLE, THIS GUIDE WILL HELP YOU:

- Learn more about open access and related options
- Comply with an open access policy from an employer or funding agency
- Select the terms on which you would like to make a work openly accessible
- Publish a work with an open access publisher
- Make a work openly accessible on a personal or group website
- Deposit a work in an open access repository
- Negotiate with a conventional publisher to make a work openly accessible
- And much more.

This guide is the product of extensive interviews with authors, publishers, and institutional representatives

who shared their perspectives on open access options in today's publishing environment. The information, strategies, and examples included in this guide reflect the collective wisdom of these interviewees.

What This Guide Is Not

While this guide provides information and strategies for authors who wish to understand and evaluate open access options, it does not apply this information to any individual author's specific situation. This guide is not legal advice nor does using this guide create an attorney-client relationship. Please consult an attorney if you would like legal advice about your rights, obligations, or individual situation.

Moreover, *Authors Alliance* recognizes that making works openly accessible is not the only way for authors to promote broad dissemination of their works. Some authors may find other methods of dissemination—including those that restrict access at least temporarily—better suited to their goals or works. For example, a novelist who relies on royalties for income may prefer to keep access to his work restricted if he decides this is the best way to ensure a steady revenue stream.

OVERCOMING RESERVATIONS ABOUT OPEN ACCESS

Some authors who see the potential of open access may still have reservations about whether open access is right for them. Some of these reservations are based on myths about open access and can be resolved by clearing up misunderstandings. Other reservations reflect the current limitations of open access options available to some authors. Fortunately, open access opportunities are growing as the open access movement spreads through more author communities. Existing solutions and encouraging developments are detailed below to address authors' common reservations about open access.

Open access is compatible with peer review and prestige

Peer review, selective submission standards, and other attributes of prestigious publication are independent of the openness of the publication. Some open access publications apply the highest standards of quality control, some proprietary publications publish low-quality works, and vice versa.

It is true, however, that some new open access publications do not yet command the same level of prestige as the best-established, conventional publications. The prestige of publishing a work with a leading conventional publisher may dissuade some authors from publishing with an open access publisher. This is particularly true of junior faculty whose tenure prospects may depend on a publication record in top proprietary outlets.

We expect this will lessen as open access publishers establish their reputations and proliferate across disciplines, as existing publishers adopt more open practices, as more research funders require open access to the works they fund, and as senior scholars signal the value of open access. Encouragingly, an increasing number of open access journals have already achieved high regard in their disciplines, as described in **Chapter 5**.

In the meantime, conventional publication and open access are not mutually exclusive. For example, many conventional publishers allow authors who publish with them to also upload the authors' final versions of their works to open access repositories. In such cases, authors can benefit from the imprint of

a well-established print publisher while still making their works openly accessible. (For more information, please see **Chapter 7**.)

Authors do not always have to pay to make their works openly accessible

Some authors have reservations about open access because they think they will need to pay to make their works openly accessible. This is not always true. Although some open access publishers do charge a fee to cover the cost of publishing a work, many authors make their works openly accessible without incurring any costs. In fact, the majority of open access journals charge no author-side fees at all.⁷ Even where publishers charge publication fees, there are many ways that authors can mitigate those costs, as discussed in **Chapter 5**. Moreover, depositing a work in an institutional open access repository is always free for authors.

Open access options are available for book authors

The traditional practice in book publishing has been for authors to work with conventional publishers, typically assigning their copyrights in exchange for

royalty streams from the sales of their books. Publishers may be reluctant to agree to open access because they believe that it will undermine books sales. Authors who depend on royalties likely share this concern. Moreover, this book publishing convention still works well for many authors.

However, some authors are excited by the potential of open access book publishing to increase the audience for their works. Open access book publishing options are increasing for these authors.

Many publishers are developing programs to make books openly accessible.⁸ For example, the *University of California Press* recently launched *Luminos*, an open access publishing program for monographs.⁹ Authors who publish with *Luminos* can make digital editions of their books openly accessible under the *University of California Press* imprint. *Open Humanities Press* has also launched an open access program for monographs, making the books it publishes in print available as full-text digital editions published under open licenses.¹⁰ Additionally, many university presses make academic books openly available in the *Open Access Publishing in European Networks* (“OAPEN”) Library.¹¹ (For

more information on open access publishing, please see **Chapter 5.**)

Authors can also make their self-published books openly accessible by uploading electronic versions to open access repositories or personal websites. Institutions that host repositories will sometimes also offer book-formatting resources for authors who deposit book-length works in their repositories. For example, *eScholarship*, the *University of California's* institutional repository, provides authors tools to create digital versions of their books and also provides *University of California* authors print-on-demand services.¹² (For more information on open access repositories, please see **Chapter 5.**)

Additionally, book authors who are interested in open access may choose to negotiate with conventional publishers to publish their books in print but also retain the rights to openly license their books, as described in **Chapter 7.** Authors who have already assigned their rights to conventional publishers may be able to exercise or negotiate for rights reversions that would allow them to make their books openly accessible. For more on this possibility, please see the *Authors*

*Alliance guide Understanding Rights Reversion: When, Why, and How to Regain Copyright and Make Your Book More Available.*¹³

Authors who make their works openly accessible can require attribution

Some authors are concerned that open access necessarily means others will be allowed to use their works without giving them credit. This is not true. Although some authors opt to allow others to use their openly accessible work without retaining a legal right to insist on credit, the vast majority of authors select license terms that require others to give them credit for their works. (Please see **Chapter 4** to learn more about open access licensing.) Furthermore, even if unattributed copying of an open access work does not amount to copyright infringement, it may still amount to plagiarism—thus running afoul of longstanding norms within scholarly and publishing communities.

Authors who make their works openly accessible can still preserve the integrity of their works

Some authors are concerned that the integrity of their works will be compromised if they make their works

openly accessible. An author might worry, for example, that her work will be modified in a way that distorts its meaning and discredits her. However, authors can use license terms to control how others are allowed to use their works (subject to some limitations, such as fair use). Open access licenses often include provisions that protect against misuse, prevent loss of integrity, and protect author reputation. For example, Creative Commons licenses require attribution, unless the author does not want to be attributed; include an obligation to indicate whether an author's work has been modified or not, even if those modifications are trivial; and require users to link back to the original if a link is provided. In addition, authors who do not want to permit others to modify their works can select license terms that allow free access and distribution of verbatim copies but not adaptations. More information on open access licenses can be found in **Chapter 4**. Finally, scholarly norms for citation and regarding plagiarism are not supplanted when authors openly license their works.

GUIDE OVERVIEW

The basic structure of this guide traces the process of how an author would decide whether and how to make a work openly accessible. While this design is intended to help you through each step of the decision-making process, if you have specific questions or interests you may want to skip to the relevant section of the guide that addresses your needs.

Following this **Introduction**, **Section II** helps you evaluate whether to make your work openly accessible. If you determine that you will make your work openly accessible, **Section III** explains how to do so by helping you decide how “open” to make your work and where you will make your work openly available. **Section III** also provides strategies for making your work openly accessible while also publishing the work through a conventional publisher, and information about how to secure the right to use third-party content in your openly accessible work. Finally, the guide concludes with **Section IV**, a window on the future of open access.

SECTION II.
WHY MAKE YOUR
WORK OPENLY
ACCESSIBLE?



YOU MAY BE WONDERING WHETHER OPEN access is right for you and your work. It offers significant advantages for authors who want to increase the audience for their works by making them freely available to the public. Open access also benefits readers who may otherwise struggle to afford access to scholarship and it contributes to the ongoing progress of knowledge.

But open access is not for everyone and is not necessarily the right option for all of your works. Authors do not have to choose to make all of their works openly accessible. Neither do they need to decide to make all of their works available on restricted-access terms. Sometimes, open access is the best choice for some of an author's works, while restricted-access is the best choice for other works. For example, many



authors decide to make their articles openly accessible but choose to publish their books with conventional publishers. Another possibility is to publish works on restrictive terms initially while commercial interest is high, and then later release them on open access terms.

To help you be well informed about when open access is right for you and your work, this section explains the benefits of open access and offers examples of unexpected successes that authors have experienced after making their works openly accessible. This section also provides background on open access policies and explains some of the additional benefits that flow to authors subject to these policies.



CHAPTER 2: BENEFITS OF OPEN ACCESS



MAKING WORKS OPENLY ACCESSIBLE CAN help authors expand the audience for their ideas, stories, and research findings. Distributing works for free over the Internet enables authors to reach a broad audience, including those who would not otherwise be able to find or afford access to these works. Freeing these works from reuse restrictions allows others to share, reuse, and even build upon them. This, in turn, accelerates the spread of ideas and advances the progression of knowledge and culture.

THIS CHAPTER:

- Explains how open access benefits authors by increasing the discoverability of their works

- Describes how open access helps readers access and use information
 - Shares how open access benefits the dissemination and ongoing progress of knowledge
 - Gives examples of authors who have experienced the benefits of open access firsthand
-

BENEFITS TO AUTHORS

Open access removes price barriers and harnesses the power of the Internet to enable readers to find works more easily. For example, openly accessible works are often full-text indexed, helping potential readers easily locate a work using a search engine, and, importantly, access the work without being turned away by pay walls.

As a result of this increased discoverability and access, some authors find that open access increases their readership. The majority of studies find that open access leads to a greater number of citations.¹⁴ Regardless of whether their works are in fact cited more frequently, many authors find that open access increases their works' visibility, helping it to reach readers and benefit the public.¹⁵

You Can Reach a Global Audience

Shawn Martin is a Scholarly Communication Librarian at the *University of Pennsylvania* and *Authors Alliance* member. Open access facilitated the translation and wide dissemination of Mr. Martin's work. After he deposited an article about library publishing infrastructure in the *University of Pennsylvania's Scholarly Commons* repository, a group of librarians found Mr. Martin's article and, with his permission, translated it into Romanian. The work was subsequently translated into Russian and several other Eastern European languages. Because Mr. Martin's article has been translated into so many languages, it is cited in proceedings and conferences around the world. According to Mr. Martin, "Opening up access can allow audiences you never intended to find value in your work, and in my view that's a great thing."

Some authors have even found that widespread dissemination of their openly accessible works stimulates demand for print copies of their works, contributing to royalties for these authors.¹⁶

You May Increase Print Sales

Cory Doctorow is a fiction writer, activist, blogger, journalist, and member of the *Authors Alliance* advisory board. His books include *Little Brother*, a young adult novel that spent seven weeks on the New York Times bestseller list; *Pirate Cinema*; and *Homeland*. Mr. Doctorow has made all of his novels openly accessible by making digital editions, licensed on open terms, freely available on his website. Mr. Doctorow also makes print copies of his books available for purchase. He has found that making his books openly accessible has increased the popularity of his works and created a larger market for their print versions.

BENEFITS TO READERS

Open access enables readers all over the world to access works. Many students, teachers, researchers, and other professionals from low- and middle-income countries struggle to get access to prohibitively expensive subscription-based journals and other restricted-access scholarship. Even individuals at U.S.-based institutions

may find that their libraries do not have the resources to subscribe to relevant journals in their fields.¹⁷ By removing price barriers, open access makes it easier for students, teachers, researchers, and practitioners to access the information they need to learn, teach, research, and practice in their fields.

You Can Help Readers Connect with New Ideas

Michael Eisen is a co-founder of the *Public Library of Science* (“PLOS”), a nonprofit publisher of open access journals, and a member of the *Authors Alliance* advisory board. Professor Eisen has seen countless examples of how PLOS’s open access offerings facilitate access to knowledge in countries, at institutions, and among members of the public that could not afford to pay for access to the scholarship. For example, doctors in developing countries can improve the diagnosis and treatment of patients by reading openly accessible articles about public health, new research findings, and novel medical techniques. Many of these doctors would not otherwise have access to such literature because they do not have the funding to pay for subscriptions to restricted-access journals.

Making research openly accessible also allows individuals to connect with issues of public interest. For example, journalists play an important role in closing the gap between scholarship and the public by reporting on important research results. If the research is openly accessible, journalists can close this gap even further by providing interested readers with direct links to the relevant articles, which the public can access without encountering prohibitive price barriers.

BENEFITS TO THE ONGOING PROGRESS OF KNOWLEDGE

The easier it is to find, access, read, and reuse a work, the more opportunities there are for others to build upon the work, accelerating the pace of innovation and discovery. *Libre* open access facilitates the spread of ideas because readers of openly accessible works can reuse the works without having to request or pay for permission. Many funders, both public and private, view the communication and dissemination of funded works as an integral part of their mission. Increasingly, funders use open access policies to ensure that the public is not made to pay both to create and to read research.

Additionally, because open access increases the visibility and dissemination of works, it can be particularly helpful in connecting scholars and stimulating innovations in specialized or niche fields. Open access enables otherwise dispersed communities of authors and readers to connect and collaborate, leading to new innovations and discoveries.

You Can Enable Knowledge Creation

Jessie Daniels is a professor at *City University of New York* and member of *Authors Alliance*. By making her scholarship openly accessible, Professor Daniels has connected to a global network of scholars in her field, which combines the sociology of race, gender, sexuality, and digital media. In addition to boosting her scholarly reputation, these relationships have “made collaboration and the development of whole new areas of study possible.”

New scientific and cultural contributions necessarily build on the works of authors who came before. By removing barriers to access and reuse, open access creates a more hospitable environment for future scientific advancements and cultural contributions.¹⁸



CHAPTER 3: OPEN ACCESS POLICIES

MANY UNIVERSITIES, GOVERNMENT AGENCIES, and other research funders are embracing the benefits of making works freely available and are adopting open access policies. These policies generally require works written by university faculty or developed under agency or foundation sponsorship to be made openly accessible.¹⁹

If you are subject to an open access policy, you should read this chapter to learn about these policies, the variety of ways in which they are commonly implemented, and the key advantages of these policies. If you are not subject to an open access policy, you may want to skip directly to **Section III** or keep reading to learn more. If you are not sure whether you are required to make your work openly accessible, check with your

institution or funder or consult a centralized list of open access policies.²⁰

THIS CHAPTER:

- Explains why universities, government agencies, and other research funders are adopting open access policies
 - Identifies some common features and requirements of open access policies
 - Explains how open access policies benefit authors
-

WHY ARE OPEN ACCESS POLICIES ADOPTED?

Open access policies maximize the value of investment in research by ensuring that more readers can access research results and scholarship than if the works were available through restricted means alone.

Universities, for example, further their educational missions by implementing open access policies that make scholarly works more widely available. Some faculty members have banded together at their respective institutions to express their collective commitment to open access, resulting in a growing number of university open access policies in recent years. Under

such policies, faculty members typically grant to their universities the right to deposit faculty-authored works in institutional repositories.

Under similar policies, government agencies require grant recipients to deposit their research findings in open access repositories where they are available for free public access. The *National Institutes of Health* (“NIH”) *Public Access Policy* is one such policy.²¹ The number of federal open access policies is growing, largely because the Obama administration issued a policy directive in 2013 designed to increase public access to the results of federally funded research.²² Under the policy, many federal agencies are required to develop plans to make the published results of federally funded research freely available to the public.²³

Foundations that sponsor research are also increasingly adopting open access policies. For example, the *Bill and Melinda Gates Foundation* implemented an open access policy in 2015 that requires research resulting from the Foundation’s funding to be made available under *libre* open access terms.²⁴

Tip: University and government agency open access policies are often implemented as *gratis* open access (sometimes called “public” access). This means that works subject to these policies are typically made available free of charge, but not necessarily with additional reuse rights. Private funders, on the other hand, typically require *libre* open access; works subject to these policies are therefore made available free of charge and also with some additional reuse rights.

However, implementation can vary—you should always check with your institution or funding entity for further details about its policy.

WHAT DO OPEN ACCESS POLICIES REQUIRE OF YOU?

Since the requirements of open access policies vary, you should read and understand the contours of the policy that governs your work in order to determine what is specifically required of you. Some things to consider include:

Who and what is covered by the policy?

Some policies cover only certain employees (for example, faculty, but not staff) or only certain types of works (for example, scholarly articles, but not books).

How does the policy affect your agreement with your publisher?

Some open access policies require authors to retain certain non-exclusive rights when they publish their works. For example, the *NIH Public Access Policy* requires authors subject to the policy to ensure that any publishing agreements they sign allow them to publicly archive their works. In order to comply with such policies, authors need to be careful not to transfer all of the rights that they have as copyright owners to their publishers. Instead, these authors need to retain the rights they need to make their works openly accessible in accordance with the terms of the open access policy.

Other open access policies grant the author's institution a non-exclusive license to their works, which allows these institutions to make works openly accessible (this type of policy is sometimes referred to as a "Harvard-style" policy). These authors can then transfer some rights to publishers. But unless they obtain a waiver or opt-out for a given work, they should make sure that they are not purporting to grant rights to the publisher that they have already granted to their institution. (For more information about working with conventional publishers, please see **Chapter 6**.)

What degree of openness is required by the policy?

Some policies, like the *NIH Public Access Policy* and most university open access policies, follow the *gratis* open access model and merely require that the work be publicly accessible in an open access repository, free from pay walls. Other open access policies follow the *libre* open access model and require authors to openly license their works. (For more information on open access licensing, please see **Chapter 4**.)

Which version of your work is covered by the policy?

Some policies specify which version of a publication must be made openly available. Often the policy applies to the final peer-reviewed version, prior to publisher formatting.

Where should your work be deposited?

Some policies specify the repository in which a work should be deposited, while others only require that the work be made openly accessible, regardless of the particular method. For example, the *NIH Public Access Policy* requires scholarship born out of NIH funding be placed in *PubMed Central*, an open access repository.²⁵ The

University of California's Open Access Policy, on the other hand, does not limit authors to its own institutional repository; authors can choose any open access repository or publisher to comply with the policy.²⁶

Does the policy provide for—or limit the length of—an embargo period?

Some policies accommodate conventional publishers' requests to delay open access to an article until a set embargo period has passed, though some policies specifically limit the length of such an embargo. The *NIH Public Access Policy*, for example, requires that an author's final peer-reviewed manuscript be made publicly available no later than twelve months after the date of publication.

Does the policy allow you to opt out?

Some policies permit authors to request a waiver that would allow them to opt out of the grant of a non-exclusive license to their institution for a particular work (e.g., *Harvard University*²⁷). Other policies additionally allow authors to request blanket waivers for all of their works (e.g., *Smith College*²⁸). There is typically no

opt-out available for government or foundation-sponsored research subject to an open access policy.

In sum, you should consult the language of your institution or funder's open access policy to learn more about your obligations under the policy. If you are unclear about the details of a policy that applies to your work, you should communicate with your institution or funding agency for more information.²⁹

HOW DO OPEN ACCESS POLICIES HELP YOU?

When authors comply with open access policies, their research and scholarship are disseminated more broadly, with the attendant benefits described in **Chapter 2**. Open access policies promote these benefits by making it easier for authors to make their works openly accessible.

For example, institutions with open access policies may provide authors with technical and logistical support to help them make their works openly accessible. Institutions may have an administrative office that is designated to assist authors with open access-related questions or issues. These institutions

may also provide tools that streamline the process of making a work openly accessible.

Making Compliance Easier

The *California Digital Library* (“CDL”) at the *University of California* (“UC”) is rolling out an automated tool that simplifies self-archiving for faculty authors. The tool monitors publication sources for new scholarly articles authored by faculty at *UC Irvine*, *UC Los Angeles*, and *UC San Francisco* (with additional campuses set to come online soon). When a new article is detected, the automated system gathers metadata about the article and emails the author a link, so the author can quickly verify authorship and upload a copy of the article to the UC’s institutional repository.

Most importantly, authors subject to open access policies benefit from the power of collective action. The unified action of a body of authors—for example, the faculty of a university—gives these authors more bargaining power and helps them collectively reserve rights that might otherwise be signed away by individual authors in publishing agreements. Whereas

conventional publishers previously may have denied the requests of an individual author to make her work openly accessible, many now accommodate open access policies.³⁰ In this way, open access policies are beginning to shift publishing norms toward openness.

SECTION III.
HOW TO
MAKE YOUR
WORK OPENLY
ACCESSIBLE

ONCE YOU DECIDE THAT OPEN ACCESS IS right for you, the next step is to consider how to make your work openly accessible. This step involves two primary questions:

- How “open” do you want to make your work?
(**Chapter 4**)
- Where do you want to make your work available?
(**Chapter 5**)

There is no one right answer to these questions as each author’s needs are unique. Your answers will depend on how you want others to be able to share and adapt your work and what venue is best suited for your work. Further, your answers to these two questions may be interdependent. Your preference for how open you would like to make your work may dictate your

preferred open access venue. On the other hand, if you have a preference for a particular open access venue, that venue may dictate how open your work will be.

This section helps you evaluate what level of openness and method of dissemination is the best fit for you and your work so that you can answer these questions. This section also provides guidance for working with conventional publishers to make your work openly accessible (**Chapter 6**) and explains how to secure the right to use third-party content in your openly accessible work (**Chapter 7**).



CHAPTER 4: HOW "OPEN" DO YOU WANT TO MAKE YOUR WORK?

UNDER CURRENT U.S. COPYRIGHT LAW, COPYRIGHT attaches to an original work of authorship automatically from the moment the work is first created. This means that authors³¹ have the exclusive right to make copies of their works; sell or otherwise distribute their works; prepare adaptations (e.g., audio editions, movie adaptations, and translations); and perform or display their works publicly.³² Though these rights are subject to a number of limitations,³³ an author generally has the choice whether to license or transfer any, or all, of these rights and, if so, to whom and to what extent.

If you wish to grant the public the rights to reuse your work, you need to affirmatively indicate which of these rights you are granting. You also need to indicate what conditions or restrictions, if any, you are placing on the public's reuse of your work. To do so, many

authors use a pre-drafted open access license. Creative Commons licenses are the de facto global standard for open access licenses. Creative Commons allows authors to choose from among a menu of pre-drafted licenses depending on the rights they want to grant and the conditions they want to place on use of their works.³⁴ Other well-known open access licensing models are available, particularly for computer programs.³⁵

In addition to selecting open licensing terms for their works, authors should also consider other factors that affect readers' ability to access their works. For example, authors should consider enhancing the machine-readability of their works and, when possible, limiting the conditions on which version of their work can be made openly available and when.

THIS CHAPTER:

- Describes the rights authors can license to the public to allow others to share and adapt their works
- Outlines some conditions and restrictions authors might place on the use of their works
- Explains how to signal to the public that a work is openly accessible

- Describes other factors that contribute to a work's accessibility
-

WHAT RIGHTS DO YOU WANT TO LICENSE TO THE PUBLIC?

While you can help readers access your works by removing price barriers alone, readers will usually still need to ask for your permission to reuse, share, or adapt your work unless you affirmatively license these rights to them (or unless their use falls within a copyright limitation or exception). When you consider how you would like to allow others to access and use your work, consider the following two questions.

Do you want to allow others to share your work?

When you allow others to share your work, readers can distribute, copy, or perform your work without first having to get your permission or rely on a copyright exception (such as fair use).

Do you want others to be able to adapt your work?

When you allow others to adapt your work, readers can build upon or create new works based on your work

without first needing to get your permission or rely on a copyright exception. This is sometimes referred to as allowing others the right to prepare “derivative works.” A movie adaptation is an example of a derivative work of the novel on which the movie is based.

Enhancing High School Education

Don Herzog is a professor at the *University of Michigan* and a founding member of *Authors Alliance*. Professor Herzog made his book *Household Politics*, published with *Yale University Press*, available in the *University of Michigan’s “Deep Blue”* repository under an open access license. He later learned that a high school social studies teacher uses a chapter of *Household Politics* to teach his honors class. The teacher reached out to Professor Herzog to express his appreciation for the book being openly accessible. Professor Herzog remarked that there is “no way that something like this would happen had the book been available only through a traditional university press” because the book would have been prohibitively expensive.

Authors do not give up their own right to share or adapt their work just because they also allow the public to do so. In this sense, making a work openly accessible greatly differs from many traditional publication contracts, in which authors transfer their copyright or grant an exclusive license to their publishers without reserving any rights for themselves.

DO YOU WANT TO PUT CONDITIONS ON THE USE OF YOUR WORK?

Once you consider what rights you would like to share with the public, you can select an open access license for your work. Creative Commons licenses allow you to fine-tune your work's degree of "openness" by putting conditions on readers' reuse and derivative work rights. Some of the common conditions are:

- **Attribution:** Those who reuse a work or create a derivative work must give credit to the author

Tip: All of the Creative Commons licenses require attribution, although Creative Commons also offers a separate legal tool called "CC0" for those who want to waive copyright altogether and place their work directly into the public domain with "no rights reserved."

for the creation of the original work. (Creative Commons “CC BY” license.)

- **Share-Alike:** When readers create a new work based on the originally licensed material, they must distribute that new work under license terms identical to those the author imposed on the original work. For example, if an author grants full reuse rights and requires share-alike from subsequent users, subsequent users cannot impose more restrictive conditions on reuse than those imposed by the author on the original work. (Creative Commons “CC BY-SA” license.)
- **Non-Commercial Use:** Readers are prohibited from making any reuse or derivative work available commercially. (Creative Commons “CC BY-NC” license.)
- **No Derivatives:** Readers are prohibited from adapting a work to create a new work. The right to create derivative works is reserved to the author, meaning that readers will be allowed only to distribute, reproduce, or perform a work as long as it is passed along unchanged and in whole. (Creative Commons “CC BY-ND” license.)

Tip: Some authors make more money from derivative works, such as selling the rights to make a movie adaptation, than they do from selling the original work. Although such authors may initially assume that they should prevent others from cutting into this revenue stream by prohibiting users from creating derivative works altogether, doing so may discourage positive reuses that do not interfere with the authors' ability to commercialize their work. Instead, such authors could limit reuse or the creation of derivative works to non-commercial uses. This restriction more precisely targets the type of rights an author might want to reserve to herself for the future—profitable derivative works—without discouraging beneficial non-commercial uses.

The conditions you place on the use of your copyrighted work through open access licenses are legally enforceable. If a downstream user fails to comply with the terms of the license you select, you can bring a copyright infringement claim (or in some cases a breach of contract claim) against that user. For example, if someone makes a commercial reproduction of a copyrighted work that you have licensed for non-commercial use only (and their use is not otherwise permissible under an exception to copyright law), that user is infringing on your copyright because he is exceeding the scope of the license.

The more rights that you grant to readers and the fewer restrictions you place on readers' use of your work, the more “open” your work is considered to be. If you are subject to an open access policy, you should check whether you are required to grant particular user rights or if you are limited as to what restrictions you can place on user rights. If you are opting to place your work in an open access journal or repository, you should verify that the journal or repository allows you to make your work as open as you would like and to place the conditions you want, if any, on reuse of your work.

HOW DO YOU INDICATE THAT YOU ARE MAKING YOUR WORK OPENLY ACCESSIBLE?

To apply an open access license to your work, you need to mark your work with the appropriate license. For some open access repositories or journals, the marking process is integrated into the distribution platform. Thus, if you are making works available through an open access repository or journal, you should check with your specific open access platform for more details on how to mark your work with a public license. If the marking process is not already integrated, you should

visit the website of the organization that drafted your desired license for instructions on how to mark your work with a particular license. Creative Commons has a wiki page dedicated to providing information on how to mark your work with one of its licenses.³⁶

To accept the license, a reader must simply use the work in the way the license describes. These licenses are non-exclusive, meaning that access or use by one member of the public does not preclude others from accessing or using the work. For Creative Commons licenses, once you apply the license to a work, that license may not be revoked. Even if you later stop making your work available to the public, anyone may rely on the terms of the license that had been attached to your work to reuse it. However, because the licenses are non-exclusive, authors are free to also license their works on altogether different terms. For instance, an author might license commercial uses on a case-by-case basis while providing the work to the public under a non-commercial open access license.

OTHER WAYS TO MAKE YOUR WORK MORE ACCESSIBLE

As described above, removing legal restrictions on use is a key component of making your work openly accessible. However, authors may also want to consider additional factors that shape how available their works are for readers to fully access, share, and reuse.³⁷

Open Data

Copyright does not apply to the facts underlying research findings. But it can apply to creatively arranged datasets. Apart from copyright, underlying data are often just not made available to readers of the books and articles based on them. Open data, by contrast, are data that are made freely available for anyone to reuse and redistribute. In addition to making your research findings openly accessible, you may want to consider making the data that drive your research findings openly available online. Open data allow others to perform their own analyses or apply it to different uses without having to first get permission or duplicate the same research, leading to a more efficient use of research funds and accelerating the pace of discovery. In light of these benefits, some research funders and

publishers require or strongly encourage that research publications be accompanied by open data.³⁸

Tip: Some authors publish their works under an open license and the underlying data under CC0, a Creative Commons tool that allows authors to waive copyright altogether and place their work directly into the public domain with “no rights reserved.”

Technical Openness

Making a work available in a machine-readable format can increase readers’ ability to access and use your work and maximize its reuse.³⁹ Machine-readable formats enable search engines to index the entire text of a work, in turn making it easier for readers to search for and find works. Making metadata about your work available in standardized formats also enhances your work’s machine-readability and helps readers find it. Metadata includes information such as the author’s name, institutional affiliation, the title of the work, an abstract, and open access license terms. Open access repositories commonly include this metadata when an article is uploaded to the repository.

Similarly, if open data are machine-readable, users can more easily reuse the data in their own research or apply it to different uses, thereby maxi-

mizing its benefits to society. To make a chart machine readable, for example, an author needs to make sure users have access to the source of the chart and the underlying data rather than just a fixed image of the chart.

The Human Side of Machine Readability

Cory Doctorow is a fiction writer, activist, blogger, and journalist and a member of *Authors Alliance*. After making his novel *Little Brother* openly accessible, Mr. Doctorow received a braille copy of the book from Patricia Smith, a Detroit public school teacher of visually impaired students. Although braille versions may be permissible under one or more copyright exceptions,⁴⁰ creating a braille version often first requires painstakingly entering text into a digital format. This obstacle prevents many works from being translated into braille. However, because the text of *Little Brother* is openly available without technical limitations to prevent its copying, printing, and sharing, Ms. Smith was able to directly run the book's digital file through a braille embosser and make the book available to her visually impaired students.

Ms. Smith also included a note, which stated: “What I could not enclose is the gratitude from my braille reading students. For various reasons, most books in braille are aimed at younger children. My students are all between the ages of 12 and 15 and have no real interest in reading a Kindergarten level book. I was finally able to give them something interesting, compelling, and, most importantly at their grade level.”

Version Openness

Which version of your work is openly accessible affects readers’ ability to fully access and use your work. Conventional publishers sometimes request that authors only make the author’s submitted version of a work—prior to peer review and publisher formatting—openly accessible. If you are working with a conventional publisher that follows this practice, you might try negotiating with the publisher to allow you to make the final, peer-reviewed version of your work openly accessible to optimize your work’s accessibility to readers. (For information on working with conventional publishers, please see **Chapter 6**.)

Temporal Openness

Whether your work is openly accessible immediately upon publication or after a conventional publisher's period of exclusivity (known as an embargo period) also affects readers' ability to access your work. Works that are published through an open access publisher or that are immediately deposited in an open access repository are more accessible than those subject to a delay because readers can access and use them sooner. If you are working with a conventional publisher, you might try negotiating to reduce or eliminate the length of any proposed embargo period in order to make your work more accessible. (For information on working with conventional publishers, please see **Chapter 6**.)



CHAPTER 5: WHERE DO YOU WANT TO MAKE YOUR WORK AVAILABLE?

IN ADDITION TO DECIDING HOW “OPEN” YOU want to make your work, you will also need to decide where you will make your work openly accessible. This involves first deciding which open access model (or models) you will use to disseminate your work. Then, you need to decide what publication venue (or venues) within that model best suits your needs.

Open access models are generally divided into two categories: “*Gold Open Access*” and “*Green Open Access*.” *Gold Open Access* describes the model by which an open access publisher makes your work openly accessible. If you opt to use the *Gold Open Access* model, you will then need to decide what open access publisher provides the best venue for your work. In contrast, *Green Open Access* (also called “self-archiving”) describes the model by which you as an author make your work openly

accessible. If you opt to use the *Green Open Access* model, you will then need to select the best online venue for your work. Some options include your own website, your departmental website, or an open access repository.

Gold and *Green Open Access* are not mutually exclusive. An author can publish a work with an open access publisher and upload the same work to an open access repository or personal website, and vice versa (depending on the terms of their publishing agreement).

THIS CHAPTER:

- Describes the key features of *Gold Open Access*
 - Presents factors to consider when selecting an open access publisher
 - Describes the key features of *Green Open Access*
 - Presents factors to consider when deciding where to self-archive a work
-

GOLD OPEN ACCESS

Advantages and Limitations of Gold Open Access

Under the *Gold Open Access* model, an author contracts with an open access publisher, who then typically

performs peer review and editing functions before making the work openly accessible. Authors who want to make their works openly accessible should consider the advantages and limitations of working with an open access publisher and decide whether this open access model is right for them. Key advantages and limitations of *Gold Open Access* include:

Gold Open Access demonstrates to readers that the work has passed the publisher's editorial selection process. Acceptance by an open access publisher signals to readers that the publisher's editors have carefully reviewed the work and determined that it is a worthwhile addition to scholarly discourse that meets the publisher's standards of quality and accuracy. *Green open access* works do not necessarily have this imprimatur (although they can, as explained below).

Authors who publish in an open access journal benefit from the journal's existing readership and presence in a particular field. It is important for authors to not only make a work available but also make sure the work actually reaches its intended reader base. Articles published in an open access journal derive visibility from the

journal's pre-existing, regular audience. Further, because journals generally attract readers by curating a selective number of articles about a specific topic, an author can reach readers specifically interested in his work by including it in an open access journal tailored to his field.

Some open access publishers may require a fee to publish an author's work. Some, but not all, open access publishers charge authors “publication fees,” or “article-processing charges” (sometimes popularly referred to as “APCs”), to publish their works. Publishers use these fees to cover the costs of preparing manuscripts for publication and administering their publications. Typically, the two biggest costs are:

(1) the salaries of professional editors, who find and coordinate with qualified peer reviewers and edit articles and

(2) licensing fees for publishing, submissions, and peer review distribution software.

These costs are not unique to open access. Conventional publishers may charge APCs as well, though they also generate revenue by charging readers and

institutions, such as universities and private research entities, for copies and subscriptions.

Although open access publishing may cost authors a fee they might not directly incur with restricted-access publishing, authors should remember that in exchange for paying open access publishers an article processing fee, they receive the special benefits of open access, especially the promising potential for wide readership and the related advantages described in **Chapter 2**.

Even if a publisher charges publication fees, you may not need to pay the fees yourself. For more information on how to cover publication fees, please see **How Do You Choose an Open Access Publisher?** below.

There are many open access publishers available for some fields or types of works, but few or none for others. There are many well-established open access journal options for scholarly articles, particularly for scientific articles. However, there are currently fewer options in the humanities and social science fields and for authors of book-length works.

Although open access publishing options are increasing, if an open access publisher is not yet available in your field or for your type of work, *Green Open Access* may be a better option for you. You might also consider working with a conventional publisher to make a work openly accessible in conjunction with print publishing, as described in **Chapter 6**.

Open access publishers are generally newer and not yet as established as conventional publishers. Many open access publishers have not been around as long as the most prominent conventional publishers and, as such, do not necessarily command the same recognition as these well-established publishers. However, authors should not assume that just because a publisher is open access, it is not prestigious. The landscape for open access publishing is evolving, and many authors concerned about prestige will find that open access publishing options are increasingly available to them.

HOW DO YOU CHOOSE AN OPEN ACCESS PUBLISHER?

In order to select an open access publisher, you will first need to know the range of open access publish-

ers available to you. For authors of articles, a good place to start is the *Directory of Open Access Journals* (“DOAJ”), an online directory that screens and indexes over 10,000 peer-reviewed open access journals.⁴¹ You may also consult the *Open Access Scholarly Publishers Association*, whose membership includes both article and monograph open access publishers.⁴² From there, you should consider a number of factors to determine which publisher, if any, best suits your needs, including:

The Impact (Factor) of the Journal

Regardless of whether a journal is restricted or open access, authors may find it important to consider the journal’s “impact factor.” Generally, the impact factor measures the frequency with which the average article in a journal is cited over a particular period of time. Many academics, including tenure committees, use this metric as a proxy for the prestige, quality of scholarship, and competitiveness of a given journal.

While impact factor comparisons currently favor well-established, conventional publishers, alternative metrics (sometimes referred to as “altmetrics”) have recently emerged as a way to incorporate new data

sources—such as the number of downloads and page views, media coverage, or even social media dissemination—to measure the impact of a journal or of a work in light of recent technological developments.⁴³ Authors can use these alternative metrics to complement citation-based metrics as a signal of the wide and diverse impact of their works.⁴⁴

Authors may also be able to find an open access journal associated with a prominent conventional publisher in their field, allowing them to enjoy the benefits of both a well-respected brand and open access.

Well-Established Publisher Creating Open Access Options

The *American Sociological Association* (“ASA”) is the leading institution in the world of sociological scholarship and currently publishes thirteen extensively peer-reviewed and highly regarded restricted-access journals. As the “standard-bearer” for sociological scholarship, the ASA is launching a high-quality, peer-reviewed open access sociology journal, set to begin publication in 2015. The ASA views this journal as giving the organization and authors room to

experiment with subject matter, embedded media, and article length—reaping the benefits of both open access and the prestigious ASA name.

Although the development of alternative metrics is promising, some authors may not want to put important employment decisions at risk if their institutions heavily rely on journals' impact factors. Authors with a particular concern about impact factors may alternatively consider publishing with a high-impact-factor, conventional journal and negotiating to retain the right to self-archive, as discussed in **Chapter 6**. Some conventional publishers also offer “hybrid” options whereby articles published in a subscription journal are also made openly accessible, typically in exchange for a fee.

The Journal's Reputation for Responsible Business Practices

Some journals are better than others at editing manuscripts, getting issues to press in a timely manner, and other aspects of providing service to authors and readers. Before you commit your work to a journal, you should be familiar with its recent publishing record. If

you know other authors who have published there, you might ask them about their experience.

The Open Access Licensing Terms Available Through the Publisher

A given open access publisher may have only one type of license that it automatically applies to all the works it publishes. Thus, authors wishing to fine-tune the “openness” of their works (see **Chapter 4**) should research the licensing policies of the open access journals in which they are interested. The *Directory of Open Access Journals* (“DOAJ”) allows authors to search by licensing terms for easy comparison.⁴⁵

The Technical Openness of the Publication

Authors interested in making sure that their works are more technically open should consider the technical capabilities of different publishers. (See **Chapter 4**.)

Whether The Publisher Charges Author-Side Fees and its Policy Regarding Exemptions

As discussed above, some, but not all, open access publishers charge publication fees. The DOAJ allows users

to filter search results for journals that do not charge publication fees.

Even if your desired journal charges a fee, you may not need to pay out-of-pocket. Consider the following alternate strategies to cover the fee:

- Ask your institution or funding entity if it has earmarked funds available to pay for open access publication fees.⁴⁶
- Apply for grant funding specifically designated for open access publishing (for example, from a government agency, private foundation, or institutional library).⁴⁷
- Partake in the journal's fee assistance program⁴⁸ or institutional discount.⁴⁹
- Apply for a publication fee waiver if the journal offers one.

Alternative Publication Fee Arrangements

The *Public Library of Science* (“PLOS”) is a successful open access publisher of science and medical literature. Although author-side fees are necessary to PLOS's survival, PLOS works with authors to ensure that the financial hardship that paying fees might place on them does not discourage them from

sharing their scientific works. For example, PLOS is sensitive to the varying levels of funding across different countries, so it reduced its publication fees for authors from low- and middle-income countries. PLOS also helps authors identify and secure funding from outside sources to cover their publication fees. Finally, PLOS also offers a fee waiver to authors who demonstrate financial need.

GREEN OPEN ACCESS

“*Green Open Access*” refers to an author directly making her own work openly accessible—a process also known as “self-archiving.” If you want to make your work openly accessible, you should consider the advantages and limitations of *Green Open Access* and decide whether this open access model is right for you.

Advantages and Limitations of Green Open Access

Key advantages and limitations of *Green Open Access* include:

Green Open Access can supplement Gold Open Access or conventional publishing. Whether you plan to publish your work with an open access or conventional

publisher, you may still be able to self-archive your work. (For more information about working with conventional publishers, please see **Chapter 6**.) Doing so can increase access to the work even if it is already published by an open access or conventional publisher. Because *Green Open Access* typically has no associated fees, you can take advantage of these additional benefits without any added cost.

Green Open Access can fill gaps in Gold Open Access. *Green Open Access* is an excellent option if you would like to make your work openly available, but a suitable open access publisher does not yet exist in your field or for your type of work. Many repositories place only minimal requirements on inclusion, and even if you cannot find a suitable repository, you can make works available on a personal website. These low barriers also make *Green Open Access* an excellent option for authors who are self-published.

Green Open Access is not incompatible with—and may encourage additional—peer review. While peer review is not required to self-archive a work, many authors self-archive works that have already been peer-re-

viewed prior to publication with an open access or conventional publisher. (For more information on working with conventional publishers, please see **Chapter 6**.) In fact, institutional repositories providing Green Open Access focus on peer-reviewed works. Making a work available through *Green Open Access* may also attract feedback that, while not equivalent to traditional peer review, enables you to further develop and improve your initial work.

Green Open Access may require extra steps to demonstrate the quality of a work. Because there are low barriers to putting something online, the digital online existence of a work is not alone evidence of its quality. Therefore, you may want to take steps to signal to readers the quality of your work. For example, if your work has been peer-reviewed, published, or accepted for publication, you should indicate that information on the self-archived copy of your work.

Crowd-sourced Feedback

Dr. Jennifer Guiliano is an assistant professor in the History Department of *Indiana University-Purdue University Indianapolis* who deposited her dissertation

in *Scholarly Commons*, an online repository. Because her dissertation was openly available, readers could access her work and directly provide her with feedback. Readers suggested revisions she could make, new content she could add, and ways that she could tie her work into existing literature. Dr. Guiliano later incorporated this invaluable feedback into a new version of her work, adding a whole new chapter at the suggestion of those who read her openly accessible dissertation.

Green Open Access may violate rights you have transferred to your publisher. If you have already signed a publishing contract, be sure to check the terms of your agreement before self-archiving your work. If you transferred all of your rights to your publisher, for example, your publisher can object to you distributing your work to the public. (For more information on working with conventional publishers, please see **Chapter 6**.)

WHERE WILL YOU SELF-ARCHIVE?

There are two primary places where authors self-archive their works:

- a personal or group website, or
- an open access repository.

Unless bound by terms of a publishing contract, authors are not limited to selecting only one option. In many cases, authors may opt to make a work openly accessible both on a personal or group website and in an open access repository.

Personal or group websites vary widely, and include such options as a personal blog, a project-based website, or a university departmental website.

Tip: Regardless of whether you choose to self-archive using a personal or group website, through an open access repository, or both, make sure to apply an open access license if you want to allow others to reuse your work. (See **Chapter 4.**)

Key advantages and limitations of self-archiving on a personal or group website include:

- An author who already has her own website or blog may have an existing reader base that has a demonstrated interest in the author's works.
- An author can make works available even if there is not a suitable repository for the author's type of work.
- Self-archiving on a personal or group website may not satisfy some open access policies. (See **Chapter 3.**)
- A work that is self-archived on a personal or group website may not appear as prominently in search results as a work placed in an open access repository.

An open access repository is a digital collection of open access works. Open access repositories may be institutionally based (i.e. accept many kinds of works from employees of a particular institution), discipline based (i.e. accept works from particular subject areas), or general purpose (i.e. accept many kinds of works from any author).

Key advantages of self-archiving in an open access repository include:

- Repositories often have features that help readers find and use works, potentially increasing the author's audience. These features include a standardized metadata format (including the author's name, institutional affiliation, date, title, and abstract), full-text search capabilities, and the aggregation of works in one large collection.
- The lifespan of a repository is typically longer than that of a personal website because repositories are institutionally, rather than individually, maintained. As such, repositories can help ensure a work's archival longevity.
- Repositories typically have sophisticated technological tools that can inform authors how their works are being accessed.

If you are required by an institutional or funding policy to make your work openly accessible, that mandate may specify where your work must be placed, as discussed in **Chapter 3**.

Otherwise, if you decide to self-archive in an open access repository, you will need to evaluate

which repository (or repositories) to use. If you are not familiar with repositories that might fit your work, a good place to begin your search is a directory of repositories, for example the *Scholarly Publishing and Academic Resources Coalition's Comprehensive List of Repositories*,⁵⁰ the *Directory of Open Access Repositories*,⁵¹ or the *Registry of Open Access Repositories*.⁵² From there, you should consider a number of factors, including:

Exposure to Readers Interested in Your Field

Many repositories are organized by genre or discipline, but general repositories also exist. When determining where to self-archive, you should consider whether a reader looking for your particular type of work would likely search in a general repository or a field-specific repository.⁵³ For example, a more interdisciplinary work, such as an article discussing international politics and law, might be best placed in a general repository where readers from various fields would access it. However, depositing a work in a more specific repository might be helpful if the writing is technical and aimed at specialists—especially if there are well-established, sizable repositories in that field.

The Repository's History and Reputation

Well-established repositories are likely to be well known to readers and, thus, to attract readers and search traffic. They are also likely to have staying power, which ensures the continued availability of uploaded works. Authors can determine how well established a repository is by looking at the size, age, and reputation of the repository itself, the institution that established and manages it, and the works it houses.

Depending on the author's field, it may be difficult to optimize for both how well established the repository is and how well tuned the repository is to the author's subject area. Thus, authors should determine how to balance the respective importance of these two factors based on their particular circumstances, or consider placing their works in more than one repository to accommodate both considerations.

The Open Access Licensing Terms Available Through the Repository

Some repositories will allow authors to select their own open access licenses and may even ask authors to mark their own works. Other repositories have a default

open access license that attaches to all works in the repository. Thus, authors should check the open access license policy of a given repository to ensure that it provides for the author's desired degree of "openness," as discussed in **Chapter 4**.

The Technical Openness of the Repository

Authors interested in making sure that their works are more technically open should consider the technical capabilities of different repositories, as described in **Chapter 4**.



CHAPTER 6: CONVENTIONAL PUBLISHING AND OPEN ACCESS

MAKING WORKS OPENLY ACCESSIBLE—EVEN through self-archiving on an author's own website—is not allowed under the once-prevalent practice of assigning copyrights to publishers or granting publishers exclusive copyright licenses. Under the terms of such agreements, publishers can (and sometimes do⁵⁴) object when authors make their own works openly available. However, conventional publishing and open access are not always mutually exclusive. Authors who want to use open access need to retain the rights to distribute their own works and authorize others to reuse them.

Authors who have already signed a publishing contract with a conventional publisher may already have contract terms that are compatible with open access or may be able to work with that publisher to make their work openly accessible. Authors who have

not yet signed a publishing contract can negotiate with a conventional publisher before signing a publication contract to include open-access friendly terms.

THIS CHAPTER:

- Provides guidance for authors who have already signed publishing contracts
 - Explains the steps to take when negotiating with conventional publishers to make works openly accessible
-

HAVE YOU ALREADY SIGNED A PUBLISHING CONTRACT WITH A CONVENTIONAL PUBLISHER?

If you have already signed a publishing contract with a conventional publisher, you should first evaluate the terms of your contract to determine if it allows you to make your work openly accessible and, if so, under what terms. If it does not, you will need to work with your publisher to secure permission or regain the right to make your work openly accessible. Publishers are often open to working with authors to make their works available in the ways the authors want, particularly when a work is no longer profitable to the publisher.

It Is Never Too Late

Dorothea Salo is a Faculty Associate of the *School of Library and Information Studies* at the *University of Wisconsin, Madison*. When Ms. Salo was just beginning her career as a librarian, she was asked to write a chapter of a book. Although she wanted to make the chapter openly accessible, she did not feel she was in a position to negotiate for open access terms with the publisher since she was a newcomer to her field. Several years after the book was published, Ms. Salo wrote a blog post that mentioned that this book chapter was one of only two of her works that was not openly accessible. She noted that, especially since the remaining commercial value of the book chapter was small, she would be grateful if her publisher would allow her to make the chapter openly accessible. Within two days, the book publisher contacted Ms. Salo, giving her permission to self-archive the book chapter.

For more information on how to understand the terms in your existing contract and how to work with your publisher, see the *Authors Alliance* guide *Understanding Rights Reversion: When, Why, and How to Regain Copyright and Make Your Book More Available*.⁵⁵

HOW TO NEGOTIATE FOR OPEN ACCESS WITH A CONVENTIONAL PUBLISHER

As *Green Open Access* and open access mandates have become more common, conventional publishers have become more amenable to including open-access-friendly terms in their contracts, either by default or upon negotiation with the author. If you have not already signed a publishing contract with a conventional publisher, the following four steps may help you work out an open-access-friendly agreement.

Step 1

Familiarize yourself with common conditions on open access and decide what level of openness is right for you.

Before you enter into contract negotiations with a conventional publisher, you should take a moment to assess your desired outcome and to determine what

conditions limiting the openness of your work you are willing to accept, if any. Sometimes conventional publishers place conditions on an author's open dissemination of his work in order to balance the publisher's profit-making potential with the author's desire to make the work openly accessible. For example, some publishers request an "embargo period," during which time the publisher has an exclusive right to make the work available. Others specify which version of an article an author can make openly accessible, sometimes reserving the exclusive right to the final, peer-reviewed version (often referred to as the "post-print") to the publisher and allowing the author the right to make an earlier version of the work (the "pre-print") openly available. Still others allow an author to remove price barriers to make a work *gratis* open access, but do not allow an author to remove permissions barriers to make a work *libre* open access.

Authors should think critically about which, if any, conditions are acceptable to them, depending on their work and their objectives. For example, authors of works whose relevance or noteworthiness will decrease quickly with time might be less amenable to

an embargo period than authors whose works are not time-sensitive.

Step 2

Read and understand the terms of the publisher's default contract. Many publishing contracts for academic articles already include provisions that allow authors to make works openly available on a personal website or in an open access repository, often subject to restrictions on what version of an article can be uploaded and when it may be uploaded. The SHERPA/RoMEO database, which contains information about more than 22,000 journal publishers' self-archiving policies, is a good place to start researching potential publishers.⁵⁶

In addition, you should always read and understand the terms of the publisher's contract itself.

Some conventional publishers include an exception in their publishing contracts that explicitly allows authors who are subject to open access policies to comply with those policies. Other publishers have policies that allow for educational uses of articles.

If the publisher's contract says that you transfer or assign your entire copyright to the publisher, refers

to your work as a “work made for hire,” or says that you are granting an exclusive license to the publisher, it is unlikely that this contract allows you to make your work openly accessible, absent specific language to the contrary. Although some types of open access policies may allow your institution to make your work openly accessible regardless of what rights you transfer to a publisher,⁵⁷ you should still read your publishing agreement carefully and make sure that you are not purporting to transfer rights to your publisher that you do not actually have. For example, if you grant your institution a non-exclusive license to your work through an open access policy, you cannot effectively transfer exclusive rights to your publisher without a waiver from your institution.

Step 3

Contact the publisher. If your intended publisher’s standard contract does not allow you to make your work openly accessible in the way you want, the next step is to reach out to the publisher to request your desired contract terms. Some publishers are more amenable to including open-access-friendly terms in their contracts than others. The following is a nonexclusive list of

strategies that have been successful for authors and may work for you. Your strategy will depend on your relationship with your publisher, your level of comfort in negotiating, and your familiarity with contracts.

Just ask: Some authors find it sufficient to simply tell a publisher that they want to self-archive their work in an open access repository or on a personal website and request contract terms that are compatible with that goal. If you are subject to an open access policy, it may be helpful if you provide the publisher with a copy of the open access policy. Many publishers may already be aware of such obligations as it is increasingly common for institutions to send out blanket notifications to publishers that alert them to their open access policies. Some publishers already have an alternate publishing contract available where authors retain the rights to make their works openly available and will provide this contract upon request. As with any contract the publisher provides, be sure to check that the terms of this alternative contract are in line with your desired outcome, including how open you want to make your work.

The “Other” Contract

Dorothea Salo is a Faculty Associate of the *School of Library and Information Studies* at the *University of Wisconsin, Madison*. After one of her works was accepted for publication, a representative of the publisher initially expressed that he understood that open access was important to Ms. Salo. When she received the publication contract for this work, however, it did not contain a provision allowing Ms. Salo to retain the right to make her work openly accessible. When she asked the publisher if such a clause could be included, the publisher responded, “Oh, you want the other contract,” and proceeded to provide Ms. Salo with an open-access-friendly version of the contract. Ms. Salo’s advice to fellow authors is: “It’s amazing how many publishers actually have an alternate contract if you just ask.”

Attach an addendum: Another common approach for securing open-access-friendly contract terms is to attach an addendum to your publishing contract that modifies the original publishing contract and permits the author to make the work openly accessible.

If you are associated with an institution that has an open access policy or if your work is governed by a funding mandate, check with these institutions first. They may provide model addenda that enable you to comply with the terms of your open access mandate. Several organizations have drafted sample addendums you may also wish to consult.⁵⁸ Addendum terms vary, so be sure to check that the terms of the addendum you select are in line with how open you want to make your work.

Modify the language of the contract itself: Although simply asking a publisher for an alternative contract or starting from a pre-drafted addendum may be easier methods for authors new to publishing contract negotiations, some authors who already have a high comfort level with navigating contracts or who are working with an attorney may consider modifying the publisher's contract directly to retain the right to make their works openly accessible.

Agree to quid pro quo: Conventional publishers may be more likely to grant your request to make your work openly accessible when they are assured some financial compensation that will offset their expected losses. A conventional publisher may therefore allow you to pay

to make your work openly accessible. In some cases, the publisher itself will make the work openly accessible (known as a “hybrid” open access model). In other cases, your payment buys you contractual permission to self-archive your work. While the expense of this method may not be ideal for some authors, it does allow you to enjoy the discoverability benefits of open access while also enjoying the benefits of your chosen publisher.

Step 4

What if the publisher denies your request? If the publisher pushes back against your initial attempts to retain your rights to make your work openly accessible, this is not necessarily the end of negotiations. The following strategies have worked for other authors who have met with initial resistance in altering standard publication contracts:

- Ask the publisher to explain why it is rejecting your request.
- Explain why your suggested modifications are important to you.
- If available, show the publisher other contracts that reserve rights to open access.

- Let the publisher know if there are other publishers that could publish your work, especially if those publishers are willing to give you the right to make your work openly accessible.
- Consider making additional compromises that help both you and the publisher meet your goals. For example, some authors find that agreeing to an embargo period gives their publisher a chance to recoup their investment in the work, but still allows the author to reap some of the benefits of open access.

In responding to publisher pushback, authors should keep in mind that their works, and the copyrights in them, are valuable and carry weight in negotiations. Authors may find they have more bargaining power to retain open access rights in negotiations with conventional publishers than they initially expect.

Negotiating with Book Publishers

Professor Don Herzog is a professor at the *University of Michigan* and a founding member of *Authors Alliance*. Professor Herzog wrote an academic book titled *Household Politics* and decided to upload the

book to the *University of Michigan's* institutional repository “*Deep Blue*” because he felt that the high prices charged for scholarly monographs by a traditional academic press would limit its availability.

Shortly before he deposited *Household Politics* in the repository, *Yale University Press* contacted Professor Herzog about publishing a print version of his book. Professor Herzog agreed, on the condition that he could still upload his book to *Deep Blue*. Although he encountered some resistance to the idea of simultaneously making the book openly accessible, Professor Herzog held firm.

Ultimately, *Yale University Press* allowed Professor Herzog to make not only the original manuscript but also the final peer-reviewed, copy-edited, typeset, and designed version available under an open access license. Professor Herzog believes that open access to his book has increased his reader base: he states that although a university press typically sells well under 1,000 copies of a given book, his book has been downloaded over 3,500 times in just three years.

Although many authors have successfully altered the terms of their conventional publication contracts to allow for open access, not all authors who would like to make their works openly accessible are able to do so. Ultimately, some authors elect to forgo open access and work exclusively with a conventional publisher. Other authors opt instead to give up restricted-access publishing in favor of open access. In this case, it is important to note that making a work openly accessible does not necessarily preclude later publication with a conventional publisher, particularly if you later make revisions or add new content. In fact,

Tip: As described in **Chapter 3**, some open access policies require authors to retain the rights to make their works openly accessible. If you are subject to this type of open access policy and cannot reach an agreement with a conventional publisher that allows you to retain those rights, you will need to find a more open access friendly publisher or else seek a waiver to opt out of the policy, if one is available to you. Other open access policies grant authors' institutions non-exclusive licenses to their works. If you are subject to this type of open access policy and your publishing contract requires you to transfer exclusive rights to the publisher, you too may need to find a more open access friendly publisher or else opt out of the grant of a non-exclusive license to your institution in order to fulfill your contractual obligations. Note that government or foundation open access policies may not offer an opt-out option.

a positive response to the open access version of your work can demonstrate to conventional publishers that there is potential readership for a print version of your work.

Open Access as Proof of Audience

Several years ago, Dr. Jennifer Guiliano, a historian and digital humanist, deposited her PhD dissertation on Native American sports mascots in *Scholarly Commons*, an open access repository. At the time, her advisor suggested that making her work openly accessible was a way to “declare her authority on the topic” without the pressure of revising her thesis and securing a publishing contract. Within one week of depositing her work in the repository, the number of downloads of her dissertation “went through the roof.”

A few years later, Dr. Guiliano was ready to turn her dissertation into a book. She pitched her work to a conventional publisher, presenting evidence of the number of downloads and offering plans to create new content and make revisions based on feedback received while the work was openly accessible. The publisher accepted her

book for publication and noted that the number of downloads of her dissertation provided proof that these readers—and new readers—would be interested in an updated print version.

Most importantly, after reading the strategies and success stories in this chapter, you can be confident in requesting alternate contract terms. Remember that, as an author whose work has been accepted for publication, you are supplying content publishers need and value enough to include in their publications. Publishers are not deterred from publishing a work they have accepted for publication simply because the author inquired about open access contract terms. You have little to lose; the worst a publisher can say is “no.”



CHAPTER 7: HOW TO SECURE THE RIGHT TO USE THIRD-PARTY CONTENT WHEN MAKING YOUR WORK OPENLY ACCESSIBLE

IF YOUR WORK INCORPORATES SOMEONE else's content—such as an illustration, chart, or photograph—you will need to make sure that you have the right to use this “third-party content” before making your work openly accessible. In some cases, you may already have the right to use the third-party content if it is in the public domain or if your use is permitted by a copyright exception. In other cases you may need to ask for permission. Occasionally, the use of third-party works is controlled by contract and/or subject to high permission fees. In any scenario, many authors will find that there are options available to make their work that contains third-party content openly accessible.



THIS CHAPTER:

- Introduces strategies for how authors who integrate third-party content in their work can still make their works openly accessible
-

THIRD-PARTY CONTENT AND COPYRIGHT

Some third-party content that you want to use in your work may be in the public domain,⁵⁹ meaning it is not protected by copyright and you are therefore free to use it without charge and without permission (unless other restrictions apply, such as those imposed by contractual terms).

If, on the other hand, the third-party content you want to use in your work is protected by copyright, the following options may enable you to incorporate this content in your openly accessible work. Note that if the content is covered by contractual terms instead of or in addition to copyright, you will also need to consider their restrictions, as discussed below.

Rely on fair use, when appropriate: Some uses that authors may wish to make of third-party content are permitted by “*fair use*.” *Fair use* is an exception to U.S.

copyright law (analogous to which exist under the laws of many other countries) that gives authors the right to use copyrighted material without permission or payment in some circumstances. For example, quoting from a letter in a biography or reproducing a painting that is the subject of an article may be fair use, especially when the amount used is reasonable in light of your purpose and your use will not undermine the market for the original work. Making fair use of a work is not infringement. For more information about fair use, you may wish to consult codes of fair use best practices that are available for authors in a variety of disciplines.⁶⁰ *Authors Alliance* anticipates releasing a fair use guide for non-fiction authors to complement this collection.

Request permission: Copyright owners of third-party content may readily grant an author permission to use their work—sometimes without charge—particularly if the content is attributed to them. If permission costs are prohibitive, strategies in the next section, **How to Navigate Contractual Restrictions and High Permission Costs**, may help you reduce costs and make open access a feasible option for your work.

Tip: You should clearly mark any included third-party works and—where applicable—your source for permission. This is particularly important if you wish to license your work under an open access license so that readers understand that the open access license only applies to your own original work.

HOW TO NAVIGATE CONTRACTUAL RESTRICTIONS AND HIGH PERMISSION COSTS

If your use of the third-party content is subject to contractual restrictions, you may find it more challenging or costly to use that third-party content in your work. Some archives or museums that control access to works place contractual restrictions on the use of images of those works, even when the work is in the public domain. Authors who want to include images of these works in their writings often encounter high permission costs. For example, art history scholars often pay high fees to museums and archives for permission to use images of artwork in their articles and books.

Even if your use of a work is not subject to contractual restrictions, permission costs for in-copyright works can pose a challenge for some authors. Since permissions fees often scale with the scope of the

publication (for example, the number of copies or the geographical range of a publication), it may be more difficult—or more expensive—to obtain permission to include third-party content in an openly accessible work than in a work that is only published with a limited print run.

While the following options may not be feasible (or desirable) in all cases, there are some things authors can do to reduce the permissions costs that might otherwise prevent them from making a work openly accessible.

Negotiate: Authors may wish to negotiate with the institutions or individuals that control the use of the third-party content they would like to include in their works. Particularly when the third-party content is in the public domain or when the institution controlling access to the work has a public interest mission, authors can ask the institution to consider reducing or eliminating permissions costs. Authors of scholarly works, for example, might succeed in persuading a public interest institution that including images of items from its collection in a scholarly work would further the institution's mission by increasing public access to—and appreciation of—these pieces.

Use alternatives that are in the public domain and free from contractual restrictions, or are openly accessible: Authors may choose to reduce permissions costs by incorporating third-party content that is already freely available.

Sources of Publicly Available Images

As a part of its commitment to open access, the *Yale University Art Gallery* has made collections of images of wide-ranging subject matter freely available, including professional photographs of famous artworks and cultural artifacts.⁶¹ Authors who need images of artworks to illustrate their works can avail themselves of *Yale University's* publicly available collections without having to pay fees or obtain permission.

Other public-minded institutions are following suit.⁶² For example, the *Rijksmuseum* has made over 150,000 high-resolution images free for anyone to view, download, print, copy, and remix.⁶³

Take advantage of grants and institutional funding: Where available, authors may obtain “subventions,” or grants that can be put towards permissions costs. Some

grants are available for the specific purpose of reducing the expense that authors might otherwise incur when acquiring images for publication.⁶⁴

Reference the image: Authors may direct a reader to the original source of third-party content, rather than including the third-party content itself in their own works. Similarly, authors may choose to include third-party content in the restricted-access print version of their works, for which permissions costs may be lower, but remove the third-party content in the version uploaded to an open access repository or personal website.

While these suggestions may be solutions for some authors considering making their works openly accessible, they may not work for all authors and the third-party content they want to include. However, there is reason to believe that new strategies and solutions will increasingly become available as open access continues to develop.

SECTION IV.
HELP SHAPE THE
FUTURE OF OPEN
ACCESS

IN RECENT YEARS, OPEN ACCESS OPPORTUNITIES have expanded, encompassing more communities of authors than ever before. The number and variety of open access repositories has grown, open access policies are becoming more common, and conventional publishers are increasingly willing to accommodate authors' open access goals.

These trends are expected to continue. In time, authors who currently face barriers that prevent them from making their works openly accessible will find that there are increasingly attractive and achievable open access options available for their works. Authors at the forefront of the open access movement help to make this happen by making their works openly available, creating or pushing for more open options,



and indicating to conventional publishers that they value openness.

Using the information and strategies in this guide, you can join this effort by making your work openly accessible. In doing so, you will not only reap the benefits of open access for your own works, but also help to make the open access environment more hospitable for other authors.

ENDNOTES

1. For a comprehensive introduction to open access, please see Peter Suber, *Open Access*, MIT Press (2012). The book is available in open access form at [http://cyber.law.harvard.edu/hoap/Open_Access_\(the_book\)](http://cyber.law.harvard.edu/hoap/Open_Access_(the_book)). Professor Suber also maintains a brief and accessible Overview of Open Access, <http://legacy.earlham.edu/~peters/fos/overview.htm>.
2. The terms “price barriers” and “permission barriers” were first introduced in Peter Suber, *Removing the Barriers to Research: An Introduction to Open Access for Librarians, College & Research Libraries News* 64(2): 92–94, 113, available at <http://dash.harvard.edu/handle/1/3715477>.
3. See, e.g., *Bill and Melinda Gates Foundation Open Access Policy*, Bill and Melinda Gates Foundation, <http://www.gatesfoundation.org/how-we-work/general-information/open-access-policy>.
4. For example, the Budapest Open Access Initiative, <http://www.budapestopenaccessinitiative.org/read>, requires that copyright holders consent to let users copy and redistribute their works. The Bethesda Statement on Open Access Publishing, <http://www.earlham.edu/~peters/fos/bethesda.htm>, and the Berlin Declaration on Open Access to Knowledge in the Science and Humanities, <http://openaccess.mpg.de/Berlin-Declaration>, additionally require that the copyright holder grant users the right to make and distribute derivative works.
5. *HowOpenIsIt? Open Access Spectrum*, http://www.sparc.arl.org/sites/default/files/hoii_guide_rev4_web.pdf.
6. For more information, please visit the *Authors Alliance* Website, <http://www.authorsalliance.org/about>.

7. For a more information on the extent to which open access journals charge publication fees, see *What Percentage of Open-Access Journals Charge Publication Fees?*, The Occasional Pamphlet, May 29, 2009, <http://blogs.law.harvard.edu/pamphlet/2009/05/29/what-percentage-of-open-access-journals-charge-publication-fees/>.
8. For a list of open access monograph projects and initiatives, see *A review of Open Access Book Publishing on behalf of The Oberlin Group* (Dec. 3, 2013), https://leverinitiative.files.wordpress.com/2013/12/oa-monograph-report_dec13_v1.pdf.
9. *Luminos*, University of California Open Press, <http://www.luminosoa.org/>.
10. Open Humanities Press, <http://openhumanitiespress.org/index.html>.
11. Open Access Publishing in European Networks (OAPEN), <http://www.oapen.org/home>.
12. *Books*, eScholarship University of California, http://escholarship.org/publish_books.html.
13. Nicole Cabrera, Jordyn Ostroff & Brianna Schofield, *Understanding Rights Reversion*, *Authors Alliance*, <http://authorsalliance.org/reversion>.
14. For more information on these studies, please see Steve Hitchcock, *The Effect of Open Access and Downloads ('Hits') on Citation Impact: A Bibliography of Studies*, The Open Citation Project, <http://opcit.eprints.org/oacitation-biblio.html>; Alma Swan, *Open Access Citation Advantage: Studies and Results to Date*, Technical Report, School of Electronics and Computer Science, University of Southampton, (Aug. 2010), available at <http://eprints.ecs.soton.ac.uk/18516>; Ben Wagner, *Open Access Citation Advantage: An Annotated Bibliography*, Issues in

Science and Technology Librarianship, Winter 2010, available at <http://istl.org/10-winter/article2.html>.

15. See Misha Teplitskiy, Grace Lu, and Eamon Duede, *Amplifying the Impact of Open Access: Wikipedia and the Diffusion of Science*, (June 25, 2015), available at <http://arxiv.org/abs/1506.07608>.
16. For more information on how the availability of an open access edition of books may affect the sales of print versions, see Suber at 106–112, *supra* note 1.
17. For example, the Faculty Advisory Council to Harvard Library wrote a memo to the university’s teaching and research staff in 2012 stating that continuing subscriptions to major periodicals is “financially untenable” because costs are prohibitive. Ian Sample, *Harvard University Says it Can’t Afford Journal Publishers’ Prices*, *The Guardian* (Apr. 24, 2012).
18. These advancements and contributions may have positive economic effects as well, as they stimulate various sectors of the economy. For example, please see John Houghton, *Open Access – What Are the Economic Benefits?*, http://papers.ssrn.com/sol3/papers.cfm?abstract_id=1492578.
19. You can see the growth in numbers of policies in the “Policies Adopted by Quarter” roll-over chart available at *Registry of Open Access Repository Mandates and Policies (ROARMAP)*, <http://roarmap.eprints.org/>.
20. The Registry of Open Access Repositories Mandatory Archiving Policies (ROARMAP) is a centralized and searchable registry of open access mandates. ROARMAP, http://roarmap.eprints.org/view/policymaker_type/. UNESCO also provides a list of funding mandates. *Funder Deposit Mandates*, UNESCO.org, <http://www.unesco.org/new/en/communication-and-information/portals-and-platforms/goap/funding-mandates/>. BioMed Central,

an open access publisher, provides a list of funder open access policies and mandates accompanied by sources of available open access funding. *Funder Open Access Policies and Mandates*, BioMed Central, <http://www.biomedcentral.com/funding/funderpolicies>.

21. *NIH Public Access Policy Details*, NIH Public Access Policy, <http://publicaccess.nih.gov/policy.htm>.
22. The policy takes into account input from scientists, publishers, and members of the public, including a We the People petition asking for expanded public access to the results of taxpayer-funded research. Michael Stebbins, *Expanding Public Access to the Results of Federally Funded Research*, Office of Sci. & Tech. Policy (Feb. 22, 2014), available at <http://www.whitehouse.gov/blog/2013/02/22/expanding-public-access-results-federally-funded-research>.
23. *Memorandum for the Heads of Executive Departments and Agencies* (Feb. 22, 2013), available at http://www.whitehouse.gov/sites/default/files/microsites/ostp/ostp_public_access_memo_2013.pdf. For a summary of federal agency public access plans, please see *White House Directive on Public Access to Federally Funded Research and Data*, Association of Research Libraries, <http://www.arl.org/focus-areas/public-access-policies/federally-funded-research/2696-white-house-directive-on-public-access-to-federally-funded-research-and-data>.
24. *Bill and Melinda Gates Foundation Open Access Policy*, Bill and Melinda Gates Foundation, <http://www.gatesfoundation.org/how-we-work/general-information/open-access-policy>.
25. *NIH Public Access Policy Details*, NIH Public Access Policy, <http://publicaccess.nih.gov/policy.htm>.

26. *Open Access Policy for the Academic Senate of the University of California*, UC Office of Scholarly Communication (July 24, 2013), <http://osc.universityofcalifornia.edu/open-access-policy/policy-text/>.
27. *For Authors*, Harvard University Library Office for Scholarly Communication, <https://osc.hul.harvard.edu/authors>.
28. *Open Access Policy*, Smith College Libraries, <http://www.smith.edu/libraries/info/open-access>.
29. For example, the University of California provides a decision tree; FAQ; waiver, embargo, and addendum forms; and policy implementation wiki to guide faculty authors. *Policy FAQ*, <http://osc.universityofcalifornia.edu/open-access-policy/policy-faq/> (decision tree and FAQ); *Get a Waiver, Embargo, or Addendum for your Publisher*, <http://osc.universityofcalifornia.edu/open-access-policy/waiver-embargo-addendum/>; *Open Access Policy Implementation Project*, <https://wiki.library.ucsf.edu/display/OAPI/Open+Access+Policy+Implementation+%28OAPI%29+Project> (wiki).
The NIH provides a policy details page, step-by-step submission methods, and an FAQ to help authors. *NIH Public Access Policy Details*, <http://publicaccess.nih.gov/policy.htm>; *Identify Submission Method*, http://publicaccess.nih.gov/submit_process_journals.htm (step-by-step submission methods); *Frequently Asked Questions about the NIH Public Access Policy*, <http://publicaccess.nih.gov/faq.htm>.
30. *Publisher Communications about the UC OA Policy*, UC Office of Scholarly Communication, <http://osc.universityofcalifornia.edu/open-access-policy/publisher-communications/> (indicating the number of waivers requested by UC faculty authors between Aug. 2, 2013 and Feb. 1, 2015).

31. Under the “work for hire” doctrine, when a work is prepared by an employee within the scope of his or her employment—and in other limited circumstances—the author is the employer rather than the employee. 17 U.S.C. § 201(b). Many universities, however, have adopted policies recognizing that their faculty members own the copyrights in the scholarly works they create. *Your Copyrights*, Columbia University’s Copyright Advisory Office, <http://copyright.columbia.edu/copyright/copyright-ownership/your-copyrights/>. In addition, if more than one author collaborates on a work, the copyright in the work may vest equally in all of the authors, who become joint owners of the copyright. 17 U.S.C. § 201(a). See also *FAQ: Authorship and Ownership in U.S. Copyright Law*, Authors Alliance, www.authorsalliance.org/2014/05/20/authorship-and-ownership-faq/.
32. 17 U.S.C. § 106.
33. 17 U.S.C. §§ 107–122.
34. *About The Licenses*, Creative Commons, <http://www.creativecommons.org/licenses>.
35. The most well known example is the GNU General Purpose License (“GPL”). GPL software can be reproduced, distributed, and adapted, so long as adapters release their source code and license it on GPL terms. While this guide does not deal extensively with open source software, interested authors may wish to visit the GNU GPL Website. *GNU General Public License*, GNU Operating System, <http://www.gnu.org/licenses/gpl-3.0.html>.
36. *Marking Your Work with a CC License*, Creative Commons, https://wiki.creativecommons.org/Marking_your_work_with_a_CC_license.
37. Darlene Yaplee, *HowOpenIsIt? New Guide Released*, SPARC, <http://www.sparc.arl.org/resource/howopenisit>.

38. See e.g., Theo Bloom, *Data Access for the Open Access Literature: PLOS's Data Policy*, <https://www.plos.org/data-access-for-the-open-access-literature-ploss-data-policy/> ; NIH Data Sharing Policy, National Institutes of Health, http://grants.nih.gov/grants/policy/data_sharing/.
39. For information on how to enhance the machine-readability of your work, please visit *A Primer on Machine Readability for Online Documents and Data*, Data.gov, <https://www.data.gov/developers/blog/primer-machine-readability-online-documents-and-data>.
40. See e.g., *Authors Guild, Inc. v. HathiTrust*, 755 F. 3d 87 (2nd Cir. 2014).
41. *Home*, Directory of Open Access Journals, <http://doaj.org/>.
42. *Members*, Open Access Scholarly Publishers Association, <http://oaspa.org/membership/members/>.
43. When alternative-metrics are used to measure impact at the article level (rather than journal level), this is referred to as “article-level metrics.” *Article-Level Metrics*, SPARC, <http://www.sparc.arl.org/initiatives/article-level-metrics>; Robin Chin Roemer & Rachel Borchardt, *Keeping Up With . . . Altmetrics*, ACRL, http://www.ala.org/acrl/publications/keeping_up_with/altmetrics.
44. Tools are available to help authors aggregate their publications and research to present to employers and others. See e.g., *Distinguish Yourself In Three Easy Steps*, ORCID, <http://orcid.org/>; *Your CV, but better*, ImpactStory, <https://impactstory.org/>.
45. *Search*, Directory of Open Access Journals, <http://doaj.org/search>.

46. *Open Access Funds Background*, PLOS, <http://www.plos.org/publications/publication-fees/open-access-funds/>; Office of Scholarly Communication, *Open Access Publishing Fund Pilot*, University of California, <http://osc.universityofcalifornia.edu/scholarly-publishing/open-access/open-access-funds/>.
47. *Which funding agencies explicitly allow direct use of their grants to cover article-processing charges?*, BioMed Central, available at <https://web.archive.org/web/20150906015221/http://www.biomedcentral.com/about/apcfaq/grants>. Your open access publisher may be able to refer you to other potential sources of funding. See e.g., *Funder open access policies and mandates*, BioMed Central, <http://www.biomedcentral.com/funding/funderpolicies>; *Open Access Funds Finding Publication Fee Funding*, PLOS, <http://www.plos.org/publications/publication-fees/open-access-funds/>.
48. E.g., *Publication Fee Assistance*, PLOS, <http://www.plos.org/publications/publication-fees/plos-publication-fee-assistance/>.
49. E.g., *UC Discounts on Article Publication Charges (APCs) for Open Access Journals*, UC Office of Scholarly Communication, <http://osc.universityofcalifornia.edu/scholarly-publishing/open-access/uc-discounts/>.
50. *Comprehensive List of Repositories*, SPARC, <http://www.sparc.arl.org/resources/repository/collected-rep>.
51. *The Directory of Open Access Repositories*, OpenDoar, <http://www.opendoar.org/>.
52. *Registry of Open Access Repositories*, ROAR, <http://roar.eprints.org/>.
53. See, e.g., *Citeseer*, The Pennsylvania State University College of Information Sciences and Technology, <http://citeseerx.ist.psu.edu/index> (computer science); *ArXiv*, Cornell University Library,

- <http://arxiv.org/> (math & science); RePec, <http://repec.org/> (economics).
54. ASCE Takedown Notices, UC Office of Scholarly Communication, <http://osc.universityofcalifornia.edu/2014/03/asce-takedown-notices/>.
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 57. In some cases, an open access policy may effectuate a grant of a nonexclusive license that prevails over a conflicting subsequent transfer of copyright, enabling your employer or funding agency to make your work openly accessible. See Eric Priest, *Copyright and the Harvard Open Access Mandate*, 10 NW. J. TECH. & INTELL. PROP. 377 (2012).
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