Rights agreements in Library Publishing

Opening statement by Kevin Hawkins

Background

a. Library-based publishers have aimed to provide fairer terms to authors than traditional publishers, especially by allowing authors to retain copyright, granting to the publisher only those rights necessary for publication.
b. How do authors grant these rights? There might be a click-through agreement when submitting a manuscript through software like Open Journal Systems (OJS), or they might sign a contract.
c. This granting of rights (a license) is often non-exclusive, meaning the author can grant similar rights to another party besides the library-based publisher.

2. I’m going to give an overview of how the handling of publishing agreements has evolved at the University of Michigan Library, taking as an example an open-access journal with a single editor.

3. Generations of publishing agreements
   a. 1st generation: MOU for journals that already existed in print
      i. unsigned letter/email from head of Library’s publishing operation to editor
ii. non-exclusive and perpetual right to publish journal online
iii. responsibility for collecting agreements with authors left to editor

b. 2nd generation: **standard agreements**
   i. consistent use of boilerplate language in agreement with editor, plus provided model agreements for use with authors
   ii. now signed to make sure editors understand what they’re agreeing to
   iii. asked those who signed 1st-generation agreements to sign a new agreement
      1. explicit statement that editor has obtained rights from authors and that there’s nothing defamatory
      2. indemnification of institution in case editor didn’t do what they said they would do (so U-M wouldn’t be responsible)

c. 3rd generation: **adding agreements directly with authors**
   i. Modeled on UMP anthology model: agreement with both editor of the compilation and with author of contribution
   ii. This way we can resolve a takedown request because we have documentation instead of not knowing who to trust