

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