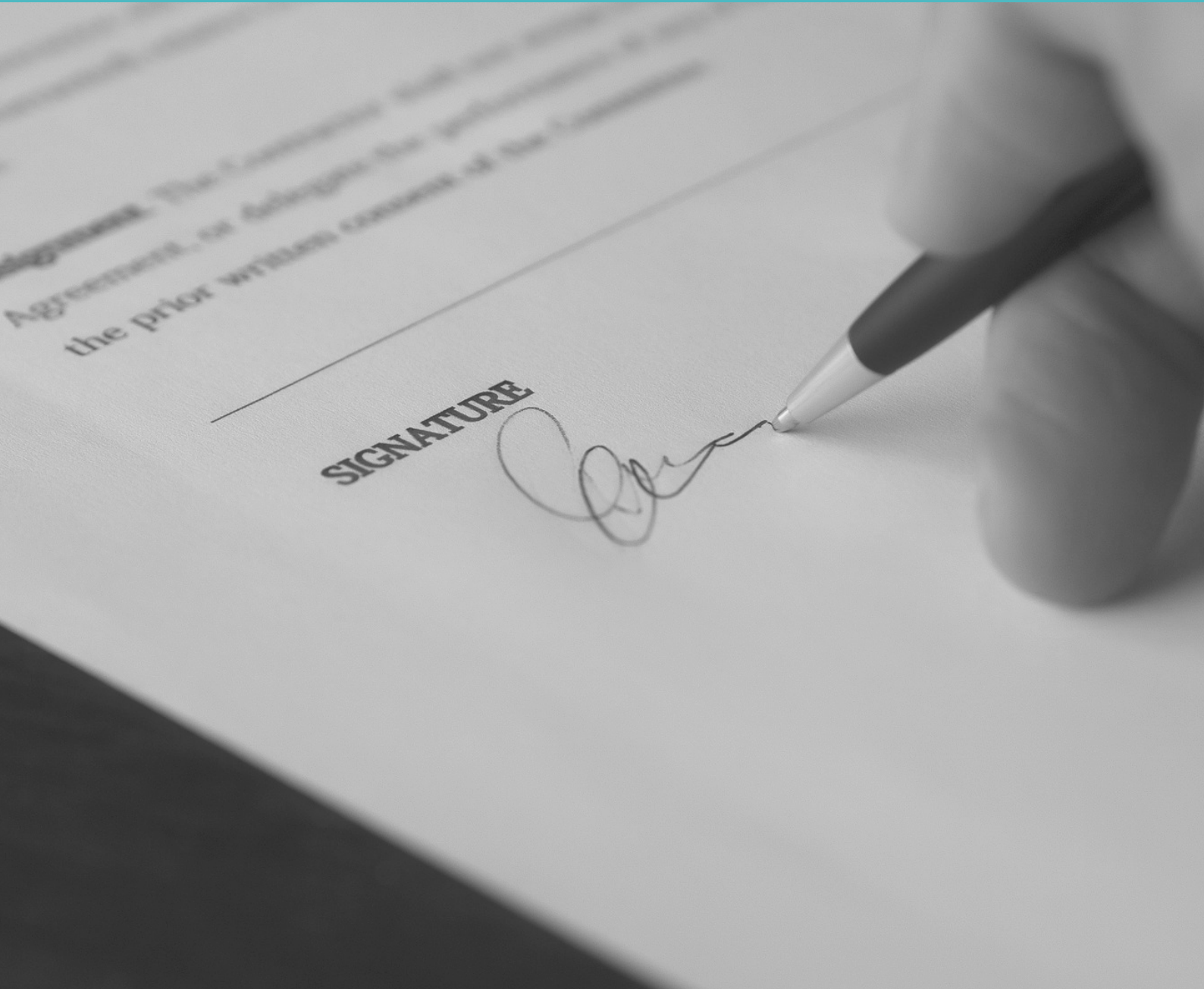


DECODING PUBLICATION AGREEMENTS



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What are publication agreements?



Publication agreements are contracts between a publisher and an author which are usually signed when there is an arrangement to publish a particular work. They set out what is expected by both parties and cover areas such as payment, copyright and protections. As copyright and intellectual property rights are a major element of these contracts they are sometimes referred to as copyright transfer agreements.

These documents are legally enforceable so it is important for researchers to have a good understanding of what they are agreeing to when they sign. Many of the agreements are written in legalese so are not always easy to interpret but there are some key elements are common to most contracts.

Can they be changed?

Researchers need to read any publication agreements carefully to ensure that they are happy with the terms as once they have been signed they are nearly impossible to change. Prior to signing an agreement the researcher has more options and may be able to negotiate some of the terms of the contract. This could be to ensure a fit with funder mandates and local policies or because they want to change certain elements.



The most commonly requested change concerns the transfer of copyright. The copyright in a work typically belongs to the researcher until it is either sold or given away as part of the publication agreement. In order to publish the work the publisher only needs the right of first publication rather than a complete transfer of all rights. Many researchers have had success in negotiating the assignment of copyright in their work so that they can retain the longer term rights to it whilst still allowing publication.

COMMON ELEMENTS

All publication agreements will be different but they often contain similar elements. The checklist below highlights common parts of a contract but it is important for researchers to read their own agreement through carefully before signing.



DETAILS

The opening section of most agreements will explain the details of what follows – who does the contract apply to and which work does it cover? The agreement will name any author(s) and include the prospective title but with the understanding that the latter may change.



AUTHOR RESPONSIBILITIES

This section will outline what the author is expected to do in order to fulfill the agreement. These will be responsibilities specific to the author such as committing to timescales and undertaking indexing as well as producing a work on the agreed subject rather than something else!



PUBLISHER RESPONSIBILITIES

In the same way there is often a section which outlines what the publisher is expected to do. This includes information on the extent of the editorial work they are prepared to undertake, any advertising for the output and proposed schedules. Fees may also be discussed in this section or they may be included in a separate part of the agreement.



PROTECTIONS

Important for the publisher, this section details the legal protections in place to cover them when producing the output. Researchers need to pay careful attention to this section to make sure they are not in breach of any of the terms. Publishers will want reassurance that the work is original, that it has not been published previously and that it does not contain anything libelous or defamatory for which they could be sued.



ROYALTIES

Any upfront fees or royalty payments should be clearly outlined. These are not likely to be huge numbers for many researchers and it is common to see them on a sliding scale depending on how many copies are sold. For journal articles this section may also include information on the anticipated print run of the journal.



COPYRIGHT

One of the most important sections of the agreement for researchers will make clear who owns the copyright in the finished output. Some publishers allow authors to retain all rights but many will ask for at least a transfer of the economic rights. Researchers should read this section through carefully both to ensure they are happy and so that they understand if they are able to reuse their materials, for example in other publications or their own teaching. It is worth noting that the agreement should specify the country or countries where any restrictions will apply – something important for researchers looking to publish internationally.

FURTHER INFORMATION

There are lots of resources available to help researchers who have questions about signing publication agreements. Researchers should read agreements through carefully and ask any questions or request changes prior to completing. Some useful resources are highlighted below:

Scholars Copyright Addendum

<http://scholars.sciencecommons.org/>

This will help researchers to produce an addendum to a publication agreement outlining any requested changes.

SHERPA RoMEO

<http://www.sherpa.ac.uk/romeo/index.php>

This database contains useful summaries of publisher copyright policies.



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