

## **Allegheny Proposed Open Access Policy FAQ (February 2013)**

### **What would I have to do to comply with this policy?**

The policy requires just two things: (1) depositing a copy of your article in the Allegheny College repository (DSpace) and (2) retaining the rights to do so.

Depositing the copy can be done online and should only take about 10 minutes.

The majority of journals permit author self-archiving as a matter of policy. In other cases, authors can negotiate for their rights by attaching an author addendum to the publisher contract. An online tool to create such an addendum will be available.

If the publisher objects to Allegheny's non-exclusive right, you can submit a waiver request and the waiver will be automatically granted.

### **Does this mean I would have to publish in an "Open Access" journal?**

No. Publishing in a journal that is officially labelled "Open Access" is just one way to provide access to your article. You can also use an author addendum to your contract to provide open access through the Allegheny repository, even if the journal is not open access.

### **What if the publisher agrees but wants me to wait for a while before making the article available online (through the Allegheny repository)?**

This is a completely acceptable compromise. The article submission form will allow you to specify an "embargo" period. These are normally 6-12 months long.

### **Does this mean I can't publish in the journal of my choice? What if the publisher will not accept this policy?**

You may publish in any journal. If the publisher does not allow Allegheny's right for open distribution, you can obtain a waiver to the policy.

### **How do I know my publisher's policies?**

The website Sherpa/RoMEO (<http://www.sherpa.ac.uk/romeo/>) tracks publisher and journal policies in relation to open access.

### **How does open access affect peer review?**

Open access does not abandon peer review, it concerns what happens to an article *after* it has been accepted for publication. High quality journals will continue to exercise peer review in order to maintain their place in scholarly publishing. Open access promotes the sharing of scholarly works by making them widely available.

### **Would the College be taking the rights to my writing?**

No. Faculty authors would still retain ownership of the copyright in their writings, subject only to Allegheny's non-exclusive license. You can exercise your copyrights in any way you see fit, including transferring them to a publisher if you so desire. However, if you do so, Allegheny

would still retain its license and the right to distribute the article from its repository unless you obtain a waiver. (See the last question for more details on copyright implications and options.)

**What publications would this policy apply to?**

Articles published in peer-reviewed journals.

**Would this apply to royalty-earning works?**

No.

**Will this apply to already-published works or works in progress?**

This will not apply to anything already published, although you may deposit such works in the depository if you have retained the rights. It would not apply to any work for which you already have a publishing contract.

**What if I do not want to license these rights to Allegheny?**

You may request a waiver for the article and it will be automatically granted. There will be a simple waiver request form on the Allegheny Open Access website.

**How would the policy apply to co-authored papers?**

Each joint author of an article holds copyright in the article and, individually, has the authority to grant Allegheny a non-exclusive license. If you are one of multiple authors of your article, you should inform your co-authors about the non-exclusive license in the article that you have granted Allegheny under the Open Access Policy. If they object to the license and cannot be convinced it is beneficial, you should ask for a waiver.

**Would I need to take the license to Allegheny into account if I am seeking permission from a third party to incorporate the third party's material (such as, for example, an image) in the published article?**

Yes. If you conclude that the third-party material cannot be incorporated in your article under fair use, and you therefore are seeking permission to use it, the permission should allow the material to be used as part of the article in all forms and media, including, without limitation, in publicly accessible electronic repositories. If permission were not granted, you should obtain a waiver to the open access policy.

**If I get a waiver should I still submit my article to the Allegheny repository?**

Yes. If you get a waiver, your article will be archived but not made available to anyone except yourself.

**What happens if I leave Allegheny?**

Your article would continue to be in the Allegheny repository and would continue to be available, unless you requested a waiver at the time of publication.

**What mechanisms might be provided to "render compliance as easy as possible"?**

There will be an Allegheny Open Access website which will provide

- Link to an up-to-date list of open access publishers and journals
- Open Access compliance policies for major journal publishers
- An online waiver request form
- An online “engine” which will generate the appropriate author addendum for use with the publisher contract
- An online submission form to send the article to the Allegheny repository (DSpace)
- A contact to provide answers to faculty questions

**The journal publication crisis mostly affects science and technology disciplines, why should other faculty adopt this policy?**

Open access to your article, regardless of the discipline, will increase its exposure and benefit scholarship. There is some evidence that open access articles are downloaded and cited more often than articles which require subscriptions (<http://opcit.eprints.org/oacitation-biblio.html>). Open access also makes articles more accessible outside academia, to practitioners, journalists and policymakers.

**Some Open Access journals charge up-front fees to publish after the article is accepted through peer review. Will Allegheny cover those fees?**

The decision on whether to cover Open Access author fees is separate from this policy. The Academic Support Committee has made a recommendation to the Provost concerning these fees.

**How does this policy relate to my copyright?**

The U.S. Copyright Act grants you, automatically upon the creation of an original work in a tangible medium, the exclusive rights to reproduce, distribute, publicly display, and publicly perform the work and to prepare derivative works. You may authorize others to exercise these rights by either granting (“licensing”) specific permissions or by assigning ownership of the copyright itself. The license may be exclusive or non-exclusive; a non-exclusive license may be granted informally, such as by verbal permission.

Some journal publication agreements seek either ownership of the copyright or an exclusive license. Once this is granted in writing, you retain none of your original rights to copy or distribute or to authorize others to do so.

The proposed open access policy would mandate that, absent a waiver, you would grant the College a non-exclusive, irrevocable, paid-up, worldwide license to exercise any and all rights under copyright relating to your scholarly articles in any medium and to authorize others to do the same provided that the articles are not sold for profit. Because this is a non-exclusive right, you can continue to exercise the same rights in regard to your work. Because this license is granted automatically, others cannot claim to have an exclusive right to your work unless you take the intentional step of obtaining a waiver.

There are other ways to word the policy to parse out which rights the faculty want to grant to the College. The proposed wording grants the broadest license that will accomplish the stated

purpose. If instead we used a very narrow license grant, the policy could say that the College only had the right to deposit the article in the repository and make it available through that system or the College website. We might also mandate some intermediate set of rights in the license.

The advantage to granting the College a very broad right is that this becomes the starting point for any negotiations with the publisher. Since the right is non-exclusive, any rights the College obtains will also be retained by you.

#### **What is the “final version of the article”?**

A final version is the last document that you send the publisher, after the completion of the peer review process. Even though this document might be almost identical to the published version of the paper, your manuscript is typically treated differently than the published version for purposes of licensing and copyright. A final manuscript is sometimes referred to as a “post-print.” It shouldn’t be confused, however, with a “page proof.” Unlike a manuscript, the page proof is a document produced by a publisher for your review just prior to publication.

#### **How is this license related to the publisher’s contract?**

Publishers’ agreements concerning publication of articles often contain provisions that are inconsistent with the prior license granted to Allegheny under the Open Access Policy.

For instance, a publisher’s agreement may specify that you transfer all copyright in the article to the publisher and that you warrant that there are no prior licenses. The existence of the prior license to Allegheny means that this warranty is not true. If you sign the publication agreement without an appropriate amendment, or “author addendum”, you may be in breach of the agreement. You can avoid this breach by getting a waiver from Allegheny.

#### **What is an author addendum?**

An “author addendum” is a simple legal tool. The typical addendum is a short document, used to amend the agreement issued by a publisher. The Allegheny Open Access website will include a simple form that will generate an author addendum.

#### **Can my articles be used as the basis of derivative works?**

Yes, the license allows Allegheny to permit you and others to make derivative works based on articles that fall under the open access policy. However, Allegheny would only exercise this right in order to advance the aims of the policy, for instance, if a change in format is necessary to adapt to new online archiving technology. Allegheny will not allow derivative works that misrepresent the substance of an article.

#### **Does this FAQ or other Open Access information provided by Allegheny provide legal advice to me?**

No, this FAQ and related information are resources to help faculty members and others understand the Open Access Policy and to assist in compliance, but does not provide individual legal advice. If you wish legal advice about your copyrights or individual situation, you should consult your own attorney.