Know Your Rights: Author’s Rights for Faculty

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Sometimes I think you have to march right in and demand your rights, even if you don't know what your rights are, or who the person is you're talking to. Then on the way out, slam the door.

~ Jack Handey, Deep Thoughts (Saturday Night Live)
China’s Baidu Search Engine Cracks Down on Pirated Books
03/30/2011

Palin Publisher Sues Gawker for Book Leak
Website refuses to take down pages, publisher sues for copyright infringement
11/20/2010

Sorry, You Can’t Copyright Your Tweets
The law doesn’t cover short phrases, no matter how profound
02/25/2010

Fairey Admits Lying Over ‘Hope’ Photo
Artist tried to conceal mistake with false evidence
10/29/2009

Facebook ‘Doppelganger’ Craze Sort of Illegal
Users changing profile pics to lookalike celebs violates TOS
02/03/2010

Facebook Moves to Stomp Lamebook
Outgoing links blocked; Facebook blames error
11/23/2010

KNOW YOUR RIGHTS
KNOW WHAT COPYRIGHT IS IN THE FIRST PLACE
§ 201. Ownership of copyright

Translation

If you create it, you own the copyright.

If you create it with others, you share the copyright ownership with them.

(d) Transfer of Ownership

Translation

Copyright is a bundle of several different rights - NOT one thing - that you can give away to another party as one big clump OR in parts.

The transfer of any right(s) applies to everyone who owns the copyright (shares ownership).
So what’s in that bundle of rights you own?

- **Exclusive rights**
  - to reproduce the work, i.e. make copies
  - to prepare derivative works based upon the work, i.e. change it as you wish
  - to distribute copies of the work to the public by:
    - Transferring it
    - Selling it
    - Renting it
    - Leasing it
    - Lending it
  - to perform the work in public
  - to perform the work via some type of sound equipment

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“Common Belief: Publisher’s Dominate the Relationship”

• Faculty
  - 93% accept agreements “as is”
  - 32% admit they don’t read them
  - 7% have modified terms before signing
  - Why not negotiate?
  • “I didn’t think of it”
  • Too much trouble
  • Didn’t know it was possible

Survey of University of Toronto Faculty Awareness, Attitudes & Practices Regarding Scholarly Communication: Preliminary Report, February 2011, Gale Moore, PhD
Copyright Transfer Agreement

Option Two:
Using an Addendum
Option Three:
Campus-Wide Open Access Resolution

Some examples:
- Harvard
- MIT
- University of Kansas
- U of California (System)
- UNC
- Duke
- Cornell
- University of Connecticut
- BU

What About UMMS?

- Faculty Council Efforts
  - April 7, 2011 vote to approve resolution passed
  - *Stay Tuned!*
Option Four:
Open Access Publishers

Institutional Membership

- PLoS
- Biomed Central
Bottom Line: Lots of Options
WHY WE CARE ABOUT ANY OF THIS
Researcher – Writes grant – Gets NIH $$$ – Does research – Writes article about it

The article is made available through PubMed Central.
- The publisher puts it there
- The researcher puts it there

One or the other.

The Law:
Anyone must be able to read this article free of charge and they will not have to wait longer than 1 year after it was published to do so.
Why do I use PubMed?

1. Look up citations, article, reference, etc.
2. Look up PMCID #
Why do I use PubMed Central?

The truth is, you probably don’t.
And you probably don’t need to, either.
Why do I use eRA Commons?

To manage the files, reports and all other NIH grant information.
Why do I use My NCBI?

To maintain a current list (My Bibliography) of the publications of a researcher that will be cited on any reports related to NIH funding.
Digital Repositories

- Bibliographic
  - PMC
  - eScholarship@UMMS

- Image
  - Images Database
The Next Horizon – DATA!
Data Management Plans, Data Sharing Plans, Data Repositories...
Questions?