

our REU is designed to explore these issues in an open format. Its purpose is not to provide answers but to provide space to examine questions of ethics that may someday arise. Besides, defending your ideas to your peers in a friendly environment over ice cream is a pretty good way to spend a hot summer afternoon.

References

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Do Mathematicians Get the Author Rights They Want?

Kristine K. Fowler

“What do you want from your publisher?” is the way the IMU’s CEIC Copyright Recommendations frames the issues an article author could consider [1], [2]. “How important is it to you to retain the author rights listed?” was a survey question I recently put to a random sample of mathematicians [3]. Whatever the wording, the underlying idea is that authors can manage the rights in their papers at a more granular level than may be apparent when offered a standard journal publication agreement. This column identifies the rights mathematicians say they want when publishing an article, which

rights they often do not get, and how and why an author might keep the important ones.

“Copyright” may be grammatically singular, but it is helpful to think of it as the plural “author rights”. The author usually starts by owning all of them; when agreeing on publication terms, the separable rights in the copyright bundle may be divided in various ways between publisher and author. The author might, for example, give the publisher the exclusive right to publish the paper and distribute it in print. Author and publisher could somehow share the right to distribute it electronically, as might be specified in a clause allowing the author to post the paper on his/her website. The author might want to retain the right to use the content in his/her future articles or books (in legal terms, “preparing derivative works”). The CEIC recommends that the publisher authorize reprinting of the paper in collections [1], but this right might again be shared. There are myriad possible ways to apportion the various rights.

Kristine K. Fowler is mathematics librarian at the University of Minnesota. Her email address is fow1e013@umn.edu.

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Table 1. Rights Explicitly Retained by Authors in Standard Journal Publishing Agreements from Selected Mathematics Publishers

	AMS	Cambridge U. Press	Elsevier	LMS	SIAM	Springer	Wiley-Blackwell
Email copies to others	x		x				x
Re-use part or all in future papers/books	x	x [†]	x		x	x	x [†]
Post author-created version on own website	x	x	x	x	x	x	x
Distribute photocopies to students	x	x	x	x			x
Others at university use copies in teaching	x		x	x			x
Deposit author-created version in the arXiv or other online repository	x	x [†]	x	x	x	x	x
Post publisher's version on own website	x	x			x		
Copyright	x*						

*Optional †Restricted

In practice, many journal publication agreements start with a blanket “copyright transfer” to the publisher, which then may grant back specified rights to the author(s). More than half the mathematicians I surveyed (over 600 respondents from a range of countries, research areas, and career stages [3]) deemed the following rights “very important” for an article author to have:

1. Email copies to others.
2. Post an author-created version on his/her own website.
3. Reuse part or all of the article in future papers/books.
4. Distribute photocopies to students.
5. Deposit an author-created version in the arXiv or other online repository.

An author wanting these rights should check for them in a journal publication agreement, since industry studies show that publishers usually permit some, but not all, of these rights. Posting an author-created version of a paper on the author’s website is allowed by 60 percent of publishers [4], and the final published version by only 10 percent [5], yet these rights are considered at least somewhat important by over 80 percent of mathematicians [3]. Deposit in a subject repository like the arXiv presents an additional mismatch: 45 percent of publishers permit it [5], whereas 82 percent of mathematicians think it is at least somewhat important [3] even if they do not always exercise that right. A smaller majority (59 percent) consider it important to retain copyright as a whole [3], but still much larger than the 19 percent of publishers that allow it [4].

In mathematics journal publishing specifically, Table 1 shows the rights authors retain under the standard publishing agreements of seven selected publishers (American Mathematical Society (AMS), Cambridge University Press, Elsevier, London Mathematical Society (LMS), Society for Industrial and Applied Mathematics (SIAM), Springer, Wiley-Blackwell). All allow two of the rights mathematicians

value highly—those of posting some author-created version of an article on the author’s own website and in an institutional and/or subject repository—although some publishers require delays or otherwise restrict the latter, and almost all impose conditions such as crediting, but not posting, the published version. In some cases an author’s future use of the article is also limited either as to the permitted quantity or type of use. Only one of these selected publication agreements allows the author to retain copyright, so there is the same mismatch with author desires as with the industry average. The top right mathematicians want, emailing copies to others, is mentioned by few; if, as has been suggested [5], most publishers actually allow this, it would be clearer for it to be explicitly stated, since less than half of mathematicians think it is allowed [3].

Some mathematicians have been remarkably effective in keeping the rights they want: among survey respondents who have negotiated with publishers to retain more rights, 92 percent report being usually or always successful [3]. Their most common approaches are attaching an addendum to or amending the terms of the contract. A source for the former is the Scholar’s Copyright Addendum Engine, which provides several choices of modifications to attach to a standard publication agreement [6]. The latter may be as easy as crossing out terms in the agreement or writing in new ones. Other easy ways to retain rights include choosing journal publishers with author-friendly agreements (SHERPA RoMEO is a convenient website to check [8]) or taking advantage of options provided in a standard agreement, such as the steps for retaining copyright through the AMS form.

Despite the very high success rate, fewer than one in five mathematicians have acted to improve their rights position [3]. That does not mean that authors are satisfied with their publication agreements; some sign them reluctantly, and some sign without reading the terms carefully—or at all!

(More than a quarter of mathematicians have done this at least once [3].) Authors may be skeptical that it is worth paying attention to these contracts, since it is after all unlikely a publisher would sue a researcher for posting a paper on his/her website without permission. The major risks of ignoring copyright transfer terms are less about potential lawsuits from publishers and more about the publisher's ability to take actions that the author might morally expect to control but would not be legally entitled to. An author who wants to give—or refuse—permission for his/her paper to be included in a collected volume, for example, must take care not to sign away that right completely. The best-case scenario is to have a publication agreement both parties can truly agree to and abide by, that gives both publishers and authors the rights they feel are important. If a standard agreement does this, no effort has to be spent on adjustments. If not, an author need only take a small extra step, such as attaching an addendum; this could even forestall future rights negotiations, as “pressure from authors may lead a publisher to change his standard contract” [1]. Such moves would contribute to the Science Commons's goal: “Authors need to have the clear and unambiguous freedom to engage in their normal everyday scholarly activities without contending with complex technology, continuous amendments to contracts or the need for a lawyer” [7].

Journal publishing agreements have changed significantly, as have authors' and readers' ways of communicating, with the increase in electronic dissemination of research. Continued attention is needed by individual mathematicians, universities, scholarly societies, and publishers to fine-tune a normative balance of rights that best serves the mathematics community.

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