

Project RoMEO



Know your rights!

Many authors of journal articles sign away their copyright to publishers' without thinking. Before you sign, stop, read, and think: are you signing away rights that you may need?

In an analysis of scholarly journal publishers' copyright agreements in 2003, Project RoMEO found that:

- 30% of agreements don't give authors any right to do anything with their own works
- 50% of agreements don't give authors the right to self-archive – the sure-fire way of gaining priority over your ideas and increasing the impact of your work
- 80% of agreements don't allow authors to assert their moral right to be identified as the author of the work.

Although many agreements give authors the right to make some use of their own work, none give authors the right to authorise *others* to use their work. Thus your colleagues, friends and students may only use your work in accordance with copyright law or with the publishers' permission.

In recent years, more authors have become interested in retaining copyright. As a result, there is a trend amongst publishers to move away from Copyright Transfer Agreements and towards Exclusive Licence Agreements. However, be careful! Exclusive Licence Agreements can be as restrictive as Copyright Transfer Agreements. Be sure to read them carefully.

Alternatives to copyright assignment

The RoMEO Project found that 57% of publishers are prepared to publish works owned by the US Government which are, under US law, not subject to copyright. This shows that publishers do not need copyright assignment in order to publish an author's work. Instead of assigning copyright, why not try some of these alternatives:

•Choose journals which offer non-exclusive licences

•Choose journals with user-friendly licences. See the RoMEO Publisher Policy Directory on the project's web pages for a list of publishers allowing authors to self-archive. •Negotiate with your publisher. Remember, authors are a publisher's greatest asset. They should be keen to consider your request. For example...

•Amend the existing licence to read "I hereby grant to the Publisher the exclusive and non-transferable right of first commercial publication, distribution and sale of my final refereed work". You could also add in "For the avoidance of doubt, copyright and all other rights remain with the author."

•Use an alternative licence. See the RoMEO Project web pages for a list of alternative licences by which you can licence your publisher the right to publish.



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