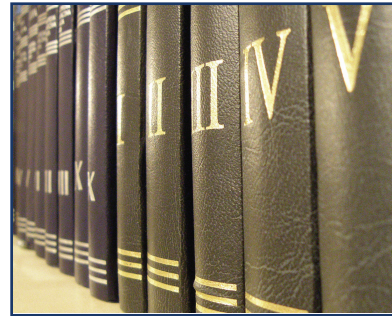


"A measure of the quality of the scholarship of our faculty is the breadth of our influence through our respective disciplines. We are seeking that broader reach in a digital age brimming with avenues of dissemination. It can be difficult in such an environment to appropriately manage and retain author rights, which are important both for attribution and future use.

The trained staff in the Harold B. Lee Library and the Copyright Licensing Office can be of enormous assistance in navigating what, at times, can be conflicting priorities. I urge you to avail yourself of their services and expertise."

—Alan R. Harker

Associate Academic Vice President  
Research and Graduate Studies



## BYU

Copyright Licensing Office

### Contact:

BYU Copyright Licensing Office  
801-422-9339  
3760 HBLL  
E-mail: [copyright@byu.edu](mailto:copyright@byu.edu)  
Web site: [copyright.byu.edu](http://copyright.byu.edu)

Peter Midgley, Director: 801-422-3821  
Susie Quartey, Associate Director: 801-422-4467

Contact your subject librarian  
(<https://lib.byu.edu/directory/>)  
for more information about Open Access in  
your discipline. For assistance with uploading  
your research to ScholarsArchive, contact  
Mandy Oscarson, Scholarly Communication  
Services Manager ([scholarsarchive@byu.edu](mailto:scholarsarchive@byu.edu);  
801-422-7663).

### More Resources:

[sparc.arl.org/initiatives/author-rights](http://sparc.arl.org/initiatives/author-rights)  
[copyright.byu.edu/rights](http://copyright.byu.edu/rights)  
[creativecommons.org](http://creativecommons.org)



## Where Have All My Rights Gone?

### Retaining Author Rights



**Congratulations!** Someone wants to publish your work. That is always thrilling, but in the rush of excitement don't give away more rights than you should. Some authors think that the publishing agreement is a take-it-or-leave-it kind of thing, but many aspects of the agreement can be negotiated.



### Why Care?

Often restrictive publishing agreements transfer copyright ownership or grant an exclusive license to the publisher. This can prevent you or BYU from using your work in many useful ways, such as (1) making copies for teaching, (2) posting portions of your work on personal or BYU Web sites or other online repositories, or (3) using your work in other research activities within a fast-changing technological environment.

You gain flexibility and freedom to make your work more widely available by protecting rights to your intellectual work. Clarify before you sign the agreement.

### Who Owns the Work?

As the author of a work, you are the copyright owner until you transfer copyright ownership in writing to someone else. At BYU, unless substantial university resources are used, you become the copyright owner of your authored works. To view the Intellectual Property Policy for BYU, visit [copyright.byu.edu/ippolicy](http://copyright.byu.edu/ippolicy).

Before you sign on the dotted line:

#### 1. Contemplate: What are the possible present and future uses of your work?

While many publishing agreements grant most rights to the publisher, publishers may not need all the rights they sometimes seek. They may agree, once you bring it to their attention, that you should be allowed to reserve certain rights. Request the rights that both you and BYU need. At a minimum seek to retain the rights to use your work for classroom use, distance teaching, lectures, seminars, BYU online repositories, other scholarly works, and professional activities.

#### 2. Review the agreement: What does it allow or not allow?

Carefully review the section of the publishing agreement titled Author's Rights or a similar section. The Copyright Licensing Office can help you review a publication agreement. You can also visit [copyright.byu.edu/rights](http://copyright.byu.edu/rights) for information on retaining the rights to your work.

#### 3. Negotiate: What rights do you need for personal and institutional use?

Do not be afraid to negotiate! More and more authors are successfully reserving the rights to use their works for themselves and their institutions through open discussion and negotiation. Propose inclusion of an author's addendum. Sample license addendums A and B with suggested wording are provided at [copyright.byu.edu/specific](http://copyright.byu.edu/specific) and [copyright.byu.edu/general](http://copyright.byu.edu/general).



After you sign:

#### 1. Confirm the publisher's acceptance of any changes to the agreement.

The publisher should approve the changes you make; otherwise there is no "meeting of the minds." The agreement is valid only when it is written and signed by both parties.

#### 2. Keep a copy for your records.

You may need to accurately recall or show evidence as to who owns rights to your work. A complete file of publishing agreements is useful and recommended for future reference.

#### 3. Use and protect your rights and promote this idea with others.

If you retain rights to use the work for both you and BYU's educational or research purposes, promote those rights for your benefit and the benefit of your readers. Urge your colleagues to insist on publication agreements that will not restrict the use of their scholarship.

If you remain the copyright owner, consider registering your work with the U.S. Copyright Office. Visit [copyright.gov/eco](http://copyright.gov/eco) for information.

### ScholarsArchive

Digital repositories such as BYU's ScholarsArchive ([scholarsarchive.byu.edu](http://scholarsarchive.byu.edu)) provide reliable access to scholarly research for global research audiences. Authors interested in self-archiving their work ("green" open access) can easily upload their research and track its use through monthly download reports.