

Indiana University
University Faculty Council

CIC PROVOSTS' STATEMENT ON PUBLISHING AGREEMENTS

[For a fuller consideration of the issues addressed herein, see 'Copyrights and the Paradox of Scholarly Publishing' by R. Michael Tanner, Provost, University of Illinois at Chicago]

Publication is the lifeblood of a research university. It is incumbent upon faculty, campus administrators and librarians to ensure the free flow of scholarly information in fulfillment of our campus missions to advance the public good through research and education. Toward this end, our campuses are committed to supporting a sustainable publication process and a healthy publishing industry. The "information revolution" has greatly expanded the means for disseminating and utilizing scholarly discourse, but this opportunity for extending the reach and impact of our campuses is countered by social and economic conventions of some sectors of the publishing industry. Suitable publishing partners for academic enterprises should be encouraging the widest possible dissemination of the academy's work, and the management of copyright should be directed to encouraging scholarly output rather than unnecessarily fettering its access and use. Without some important changes in publishing practices, authors and readers will continue to be frustrated by barriers to the free flow of information that is an essential characteristic of great research universities.

The CIC Provosts suggest that faculty authors consider a number of factors when choosing and interacting with publishers for their works. The goal of publication should be to encourage widespread dissemination and impact; the means for accomplishing this will necessarily depend on the nature of the work in question, the author's circumstances, available suitable outlets, and expectations in the author's field of inquiry. In general, we encourage authors to consider publishing strategies that will optimize short and long-term access to their work, taking into account such factors as affordability, efficient means for distribution, a secure third-party archiving strategy, and flexible management of rights.

Protecting intellectual property rights is a particularly important consideration, as many of our authors unwittingly sign away all control over their creative output. Toward this end, the CIC Provosts encourage contract language that ensures that academic authors retain certain rights that facilitate archiving, instructional use, and sharing with colleagues to advance discourse and discovery. Accompanying this document is a model CIC publishing addendum that affirms the rights of authors to share their work in a variety of circumstances, including posting versions of the work in institutional or disciplinary repositories. While the particular circumstances and terms governing publication will vary on a case by case basis, the underlying principle of encouraging access to the creative output of our campuses should inhere in all of our efforts.

The CIC Provosts recognize the complexity of the issues involved in publication, but are nonetheless committed to helping our faculty make the most of their work. For further discussion of these issues, or for help in assessing options for the publication of particular works, members of our faculty are encouraged to consult with academic deans, campus counsels, university librarians, or academic staff in the provosts' offices.

ADDENDUM TO PUBLICATION AGREEMENTS FOR CIC AUTHORS

This ADDENDUM hereby modifies and supplements the attached Publication Agreement between:

Corresponding Author _____

Additional Authors (if any) _____

AND

Publisher _____

Related to Manuscript titled _____

To appear in Journal, Anthology, or Collection titled _____

PUBLISHER AND AUTHOR AGREE THAT WHERE THERE ARE CONFLICTING TERMS BETWEEN THE PUBLICATION AGREEMENT AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM WILL BE PARAMOUNT. IN ADDITION TO THE RIGHTS GRANTED THE AUTHOR IN THE PUBLICATION AGREEMENT AND BY LAW, THE PARTIES AGREE THAT THE AUTHOR SHALL ALSO RETAIN THE FOLLOWING SPECIFIED RIGHTS:

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THIS ADDENDUM AND THE PUBLICATION AGREEMENT, TAKEN TOGETHER, CONSTITUTE THE FINAL AGREEMENT BETWEEN THE AUTHOR AND THE PUBLISHER WITH RESPECT TO THE PUBLICATION OF THE ARTICLE AND ALLOCATION OF RIGHTS UNDER COPYRIGHT IN THE ARTICLE. ANY MODIFICATION OF OR ADDITIONS TO THE TERMS OF THIS AMENDMENT OR TO THE PUBLICATION AGREEMENT MUST BE IN WRITING AND EXECUTED BY BOTH PUBLISHER AND AUTHOR IN ORDER TO BE EFFECTIVE.

AUTHOR

PUBLISHER

(Corresponding Author, on behalf of all authors)

Date

Date