Beware of License to Publish Agreements: or Ensuring Authors Retain Rights to Their Openly Published Work

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What is copyright and why does it matter?

- Copyright law grants exclusive rights to creators of original works of authorship.

- Typically, national laws automatically extend protections once creative works become fixed in a tangible medium (e.g., anytime you write something on paper, take a photo, or save a document on your computer).

- Copyright grants to creators a bundle of exclusive rights over their creative works, which generally include, at a minimum, the right to reproduce, distribute, display, and make adaptations.

- Copyright law prohibits others from copying or altering the work without the rights holder’s permission.

- Under the subscription system, journal publishers routinely require authors to transfer all copyrights as a condition for publication:

  “The authors hereby transfer all copyrights in and to the manuscript named above in all forms and media, now or hereafter known, to the PUBLISHER effective if and when the paper is accepted for publication.”

- Journal articles are then locked behind a subscription only “paywall” that enables publishers to maintain complete and monopolistic control over access to, and re-use of, the published work.

- In stark contrast, many authors now embrace open access publishing to accomplish two specific goals:

  1. Make our work freely available to the world.

  2. Maintain control over our copyrights.
Authors Retaining Copyright And All Rights Therein Is A Key Motivator For Open Access Publishing

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