

# Model Language for Author Rights in Library Content Licenses

**Ivy Anderson, Director of Collections, California Digital Library, on behalf of the Ad Hoc Working Group on Author-Rights Language in Library Content Licenses**

**A**cademic and research libraries today are increasingly charged with facilitating the management and dissemination of the scholarly output of their parent institutions. This activity frequently takes the form of organizing the deposit of scholarly work such as research articles and working papers in institutional, national, or subject-based repositories in order to make these works broadly available to other interested scholars and the wider public. Authors of scholarly work also increasingly wish to retain significant rights in the work that they produce rather than transferring all such rights to an external publisher.

Although these activities and expectations are becoming widespread, many barriers exist to their straightforward adoption. Not the least among such barriers is the difficulty in negotiating agreements between authors and publishers permitting the retention of an appropriate set of rights to support these activities. Scalable solutions are needed to ensure that a consistent bundle of rights can be retained by institutionally affiliated authors to support emerging standards in information dissemination and repository services.

The content licenses that libraries negotiate with publishers offer a ready vehicle to address this need. Because these agreements exist at the level of the institution and the publisher, content licenses are well positioned to facilitate scalable and consistent arrangements for managing research output at the institutional level. Licenses introduce a degree of efficiency that can make the necessary rights transactions significantly more economical for all parties.

A number of institutions in recent years have sought to include author self-archiving rights in the content licenses they negotiate. For example, language addressing the right of authors to self-archive their work was introduced into the Joint Information Systems Committee's "Model NESLi2 Licence for Journals" in

October 2006,<sup>1</sup> and the Massachusetts Institute of Technology (MIT) has included author-rights language for a number of years in its standard license. However, despite these individual efforts, there is at present no broadly accepted

**Author Rights Model License Language  
(Version 0.8, April 2010)**

**Authors’ Rights to Use Their Own Work.** Notwithstanding any terms or conditions to the contrary in any author agreement between Authors and Licensor, Authors affiliated with Licensee whose work (“Content”) is accepted for publication within the Licensed Materials shall retain the non-exclusive, irrevocable, royalty-free right to use their Content for scholarly and educational purposes, including self-archiving or depositing the Content in institutional, subject-based, national or other open repositories or archives (including the author’s own web pages or departmental servers), and to comply with all grant or institutional requirements associated with the Content.

For the avoidance of doubt, it is the intent of the parties to this agreement that Authors are third party beneficiaries of this provision of the Agreement.

**Definitions**

**Content:** Any version (including the published version) of any work by an author affiliated with Licensee that is published in the Licensed Materials.

**Scholarly and educational purposes:** Purposes encompassing teaching, research, and institutional needs, including but not limited to the right to (a) use, reproduce, distribute, perform, and display the Content in connection with teaching, conference presentations, and lectures; (b) make full use of the Content in future research and publications; (c) republish, update or revise the Content in whole or in part for later publication; (d) meet requirements and conditions of research grants or publishing subventions provided by government agencies or non-profit foundations, and; (e) grant to the Author’s employing institution some or all of the foregoing rights, as well as permission to use the Content in connection with administrative activities such as accreditation, mandated reports to state or federal governments, and similar purposes. In all cases, the Author and/or the Author’s employing institution will be expected to provide proper citation to the published version.

**Repositories or archives:** Open-access digital repository services such as those provided by the Author’s employing institution, an academic consortium, a discipline-based entity, or a governmental funding agency.

community standard for securing author rights within a library content license.

The idea of developing model language for author rights in library content licenses emerged at a meeting on policy development for open-access repositories hosted by the Association of Research Libraries (ARL) in January 2009.<sup>2</sup> Participants at that meeting posited that developing standardized language to address the right of re-use and deposit within such agreements would facilitate the broad-based implementation of emerging policies and best practices for making scholarly content available to a wide audience. This idea was elaborated in an article by Ellen Duranceau and Ivy Anderson in ARL’s *Research Library Issues*, no. 263 (April 2009).<sup>3</sup>

To further this effort, an ad hoc working group<sup>4</sup> was self-organized in late 2009 to explore the feasibility of drafting standard

language for author rights that could be included in library content licenses. The working group is now publishing the following draft recommended license clause for public comment and discussion. Readers are encouraged to share this

proposal with relevant stakeholders at their institutions and within their communities.

Comments are welcomed and may be directed to Ivy Anderson, California Digital Library, [ivy.anderson@ucop.edu](mailto:ivy.anderson@ucop.edu).

- <sup>1</sup> For more information, see “The Model NESLI2 Licence for Journals,” <http://www.nesli2.ac.uk/model.htm>.
- <sup>2</sup> Karla Hahn, “Achieving the Full Potential of Repository Deposit Policies,” *Research Library Issues: A Bimonthly Report from ARL, CNI, and SPARC*, no. 263 (April 2009): 24–32, <http://www.arl.org/resources/pubs/rli/archive/rli263.shtml>.
- <sup>3</sup> Ellen Duranceau and Ivy Anderson, “Author-Rights Language in Library Content Licenses,” *Research Library Issues: A Bimonthly Report from ARL, CNI, and SPARC*, no. 263 (April 2009): 33–37, <http://www.arl.org/resources/pubs/rli/archive/rli263.shtml>.
- <sup>4</sup> Working group members are: Ivy Anderson (California Digital Library), Julia Blixrud (ARL), Kenneth Crews (Columbia University), Ellen Duranceau (MIT), Melissa Levine (University of Michigan), James Ottaviani (University of Michigan), Michelle Pearse (Harvard Law School), Tom Sanville (Lyrisis), and Kevin Smith (Duke University).

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