

# The Harvard OA Experience

Stuart M. Shieber

*Welch Professor of Computer Science*

*School of Engineering and Applied Sciences*

*and*

*Director, Office for Scholarly Communication*

*Harvard University*



*Presented to the SPARC panel on Campus Open Access Policies: The Harvard Experience and How to Get There, Anaheim, California, June 28, 2008.*

Author contact:

Stuart M. Shieber

Maxwell-Dworkin Laboratory — 245

Harvard University

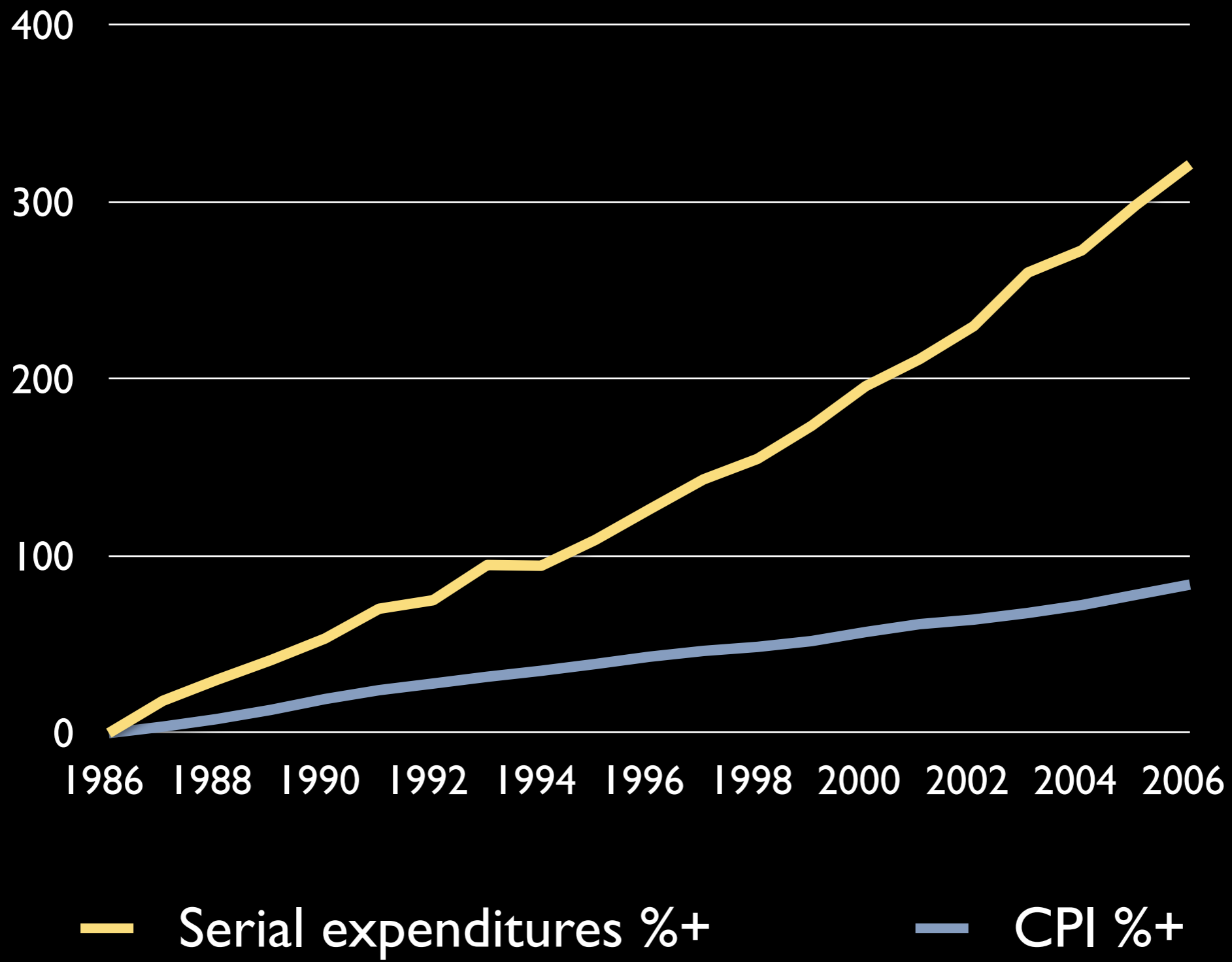
33 Oxford Street

Cambridge, MA 02138

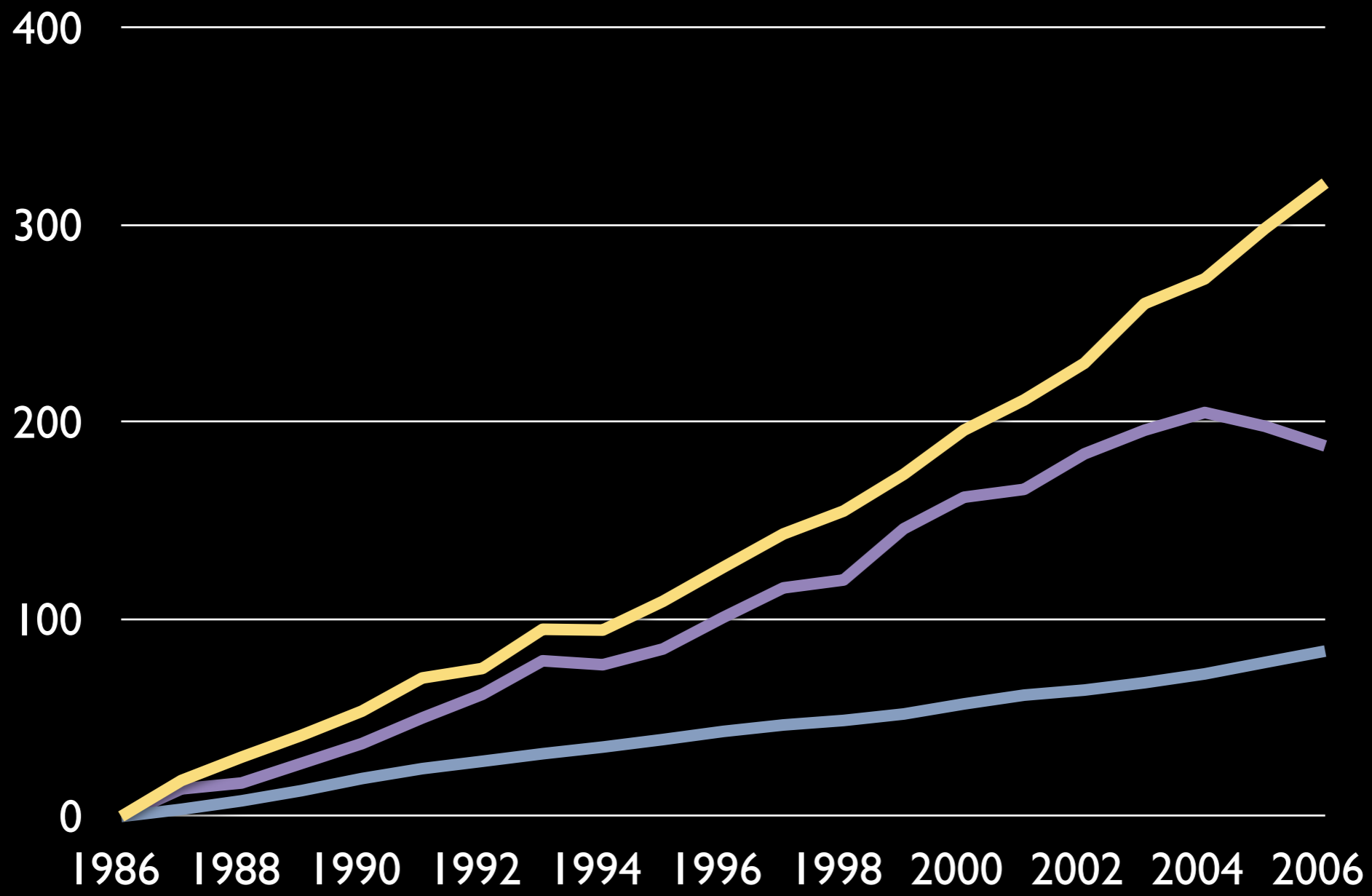
shieber@seas.harvard.edu

This work is licensed under the Creative Commons Attribution-Noncommercial-Share Alike 3.0 United States License. To view a copy of this license, visit <http://creativecommons.org/licenses/by-nc-sa/3.0/us/> or send a letter to Creative Commons, 171 Second Street, Suite 300, San Francisco, California, 94105, USA.



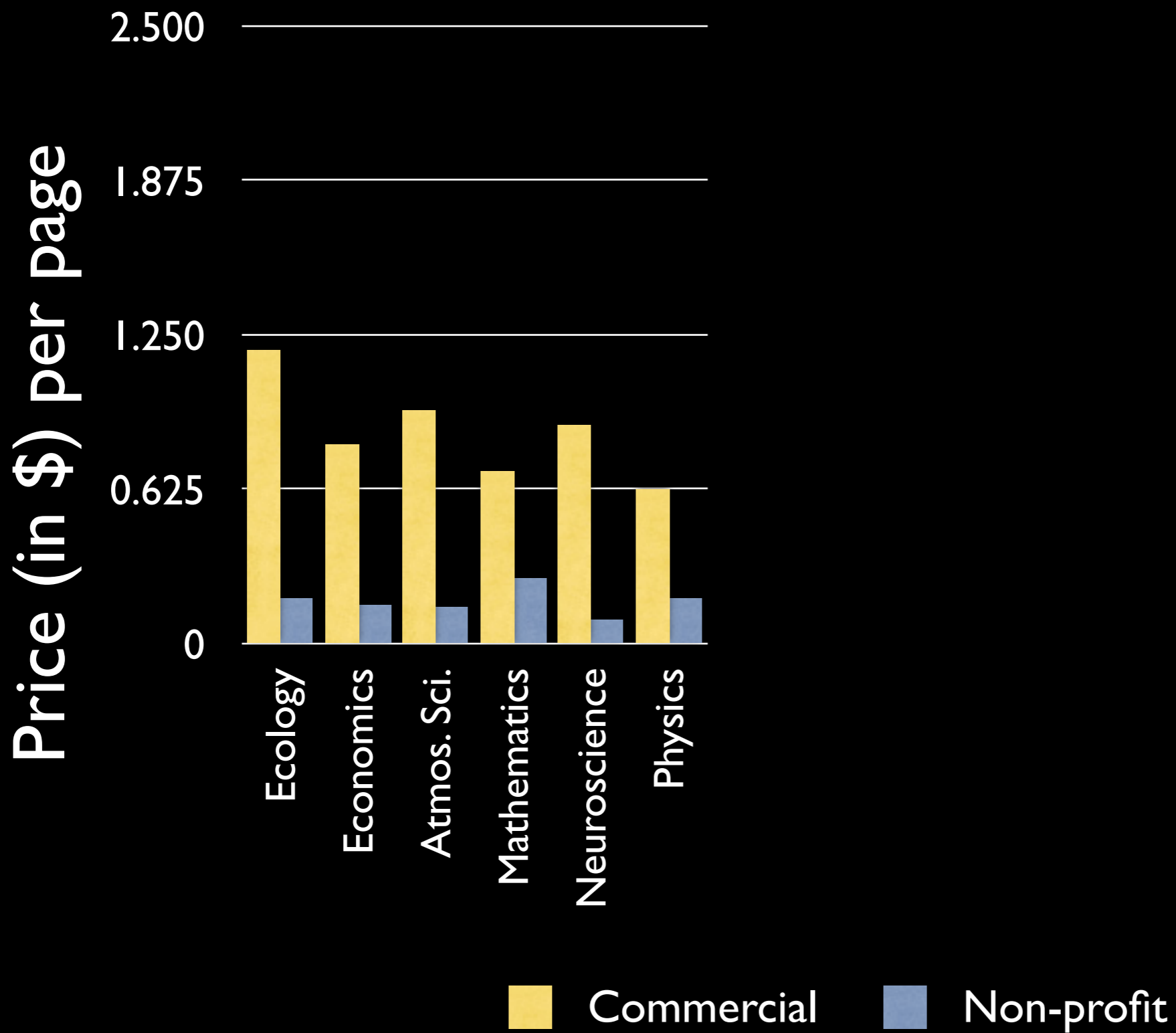


ARL Statistics 2005-06



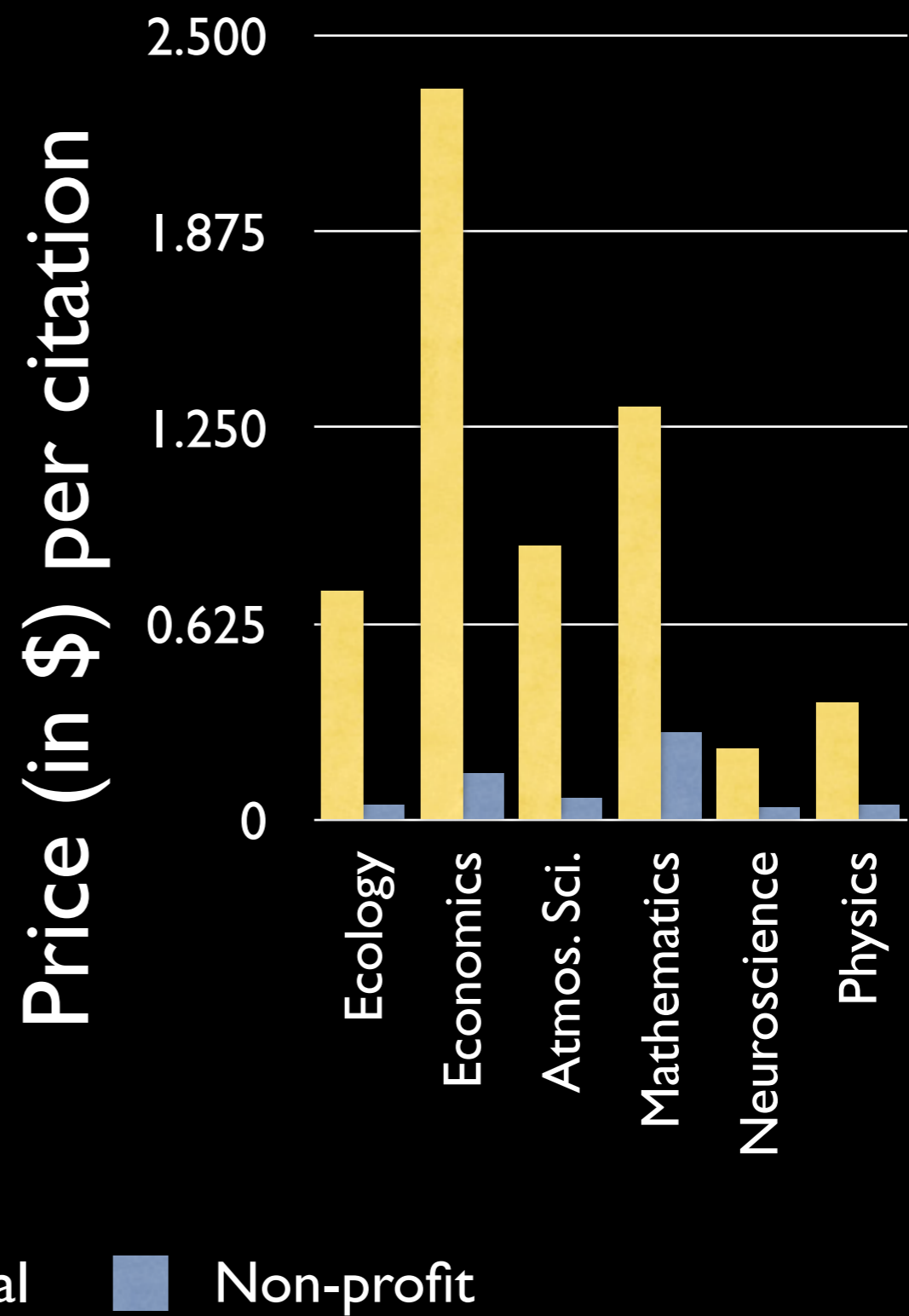
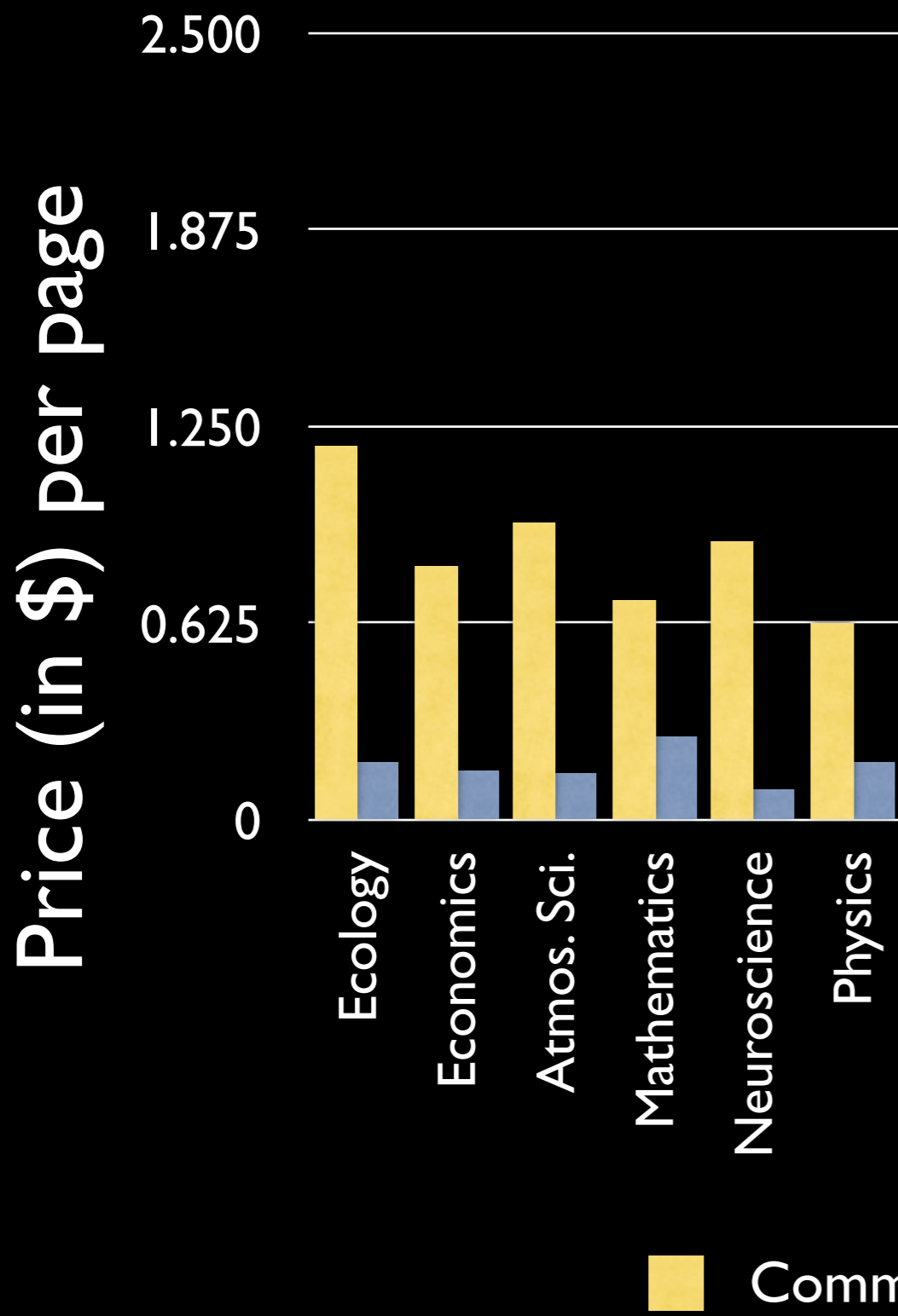
— Serial expenditures %+      — CPI %+  
— HU serial expenditures %+

ARL Statistics 2005-06



[http://octavia.zoology.washington.edu/publishing/pageprice\\_table.html](http://octavia.zoology.washington.edu/publishing/pageprice_table.html)

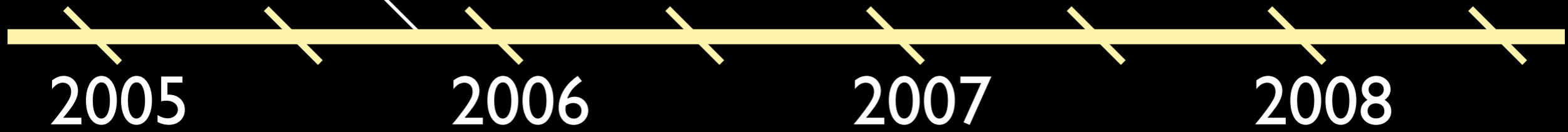


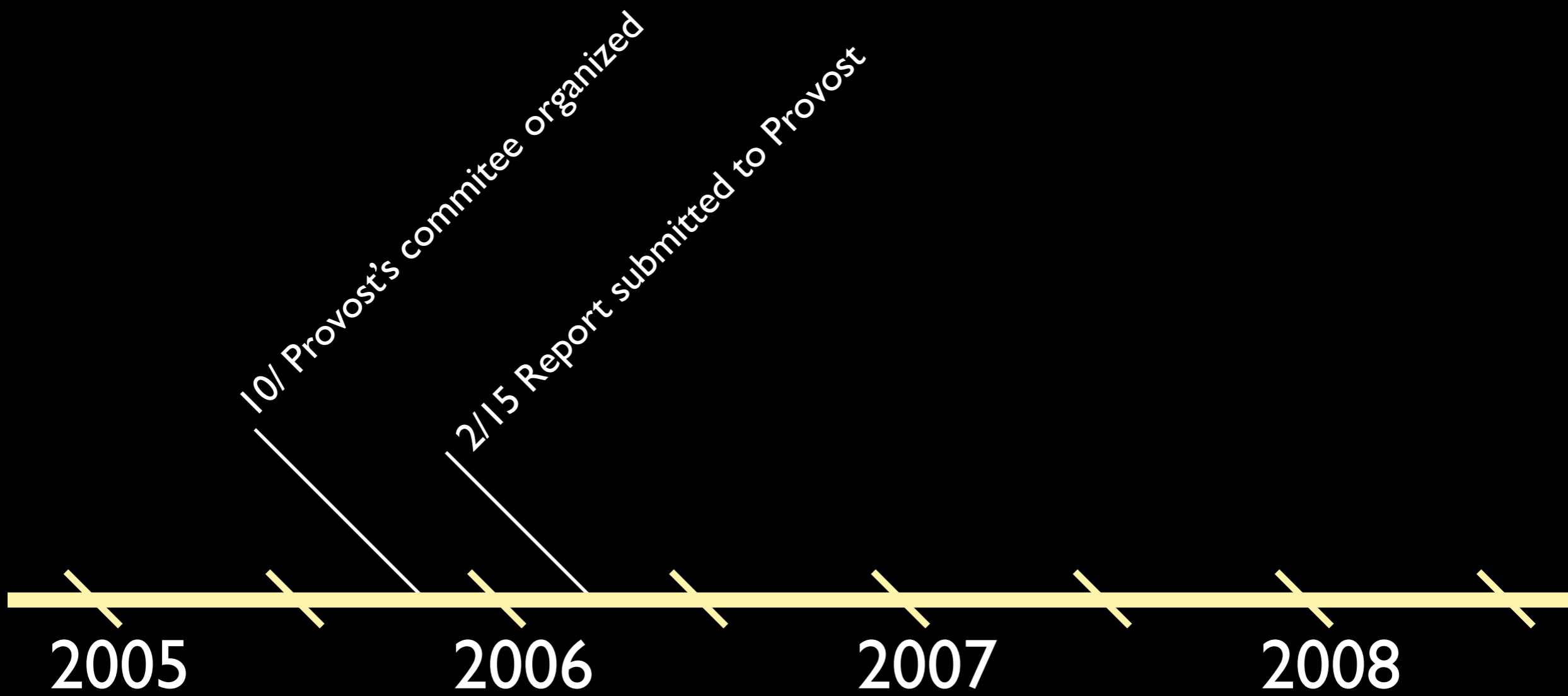


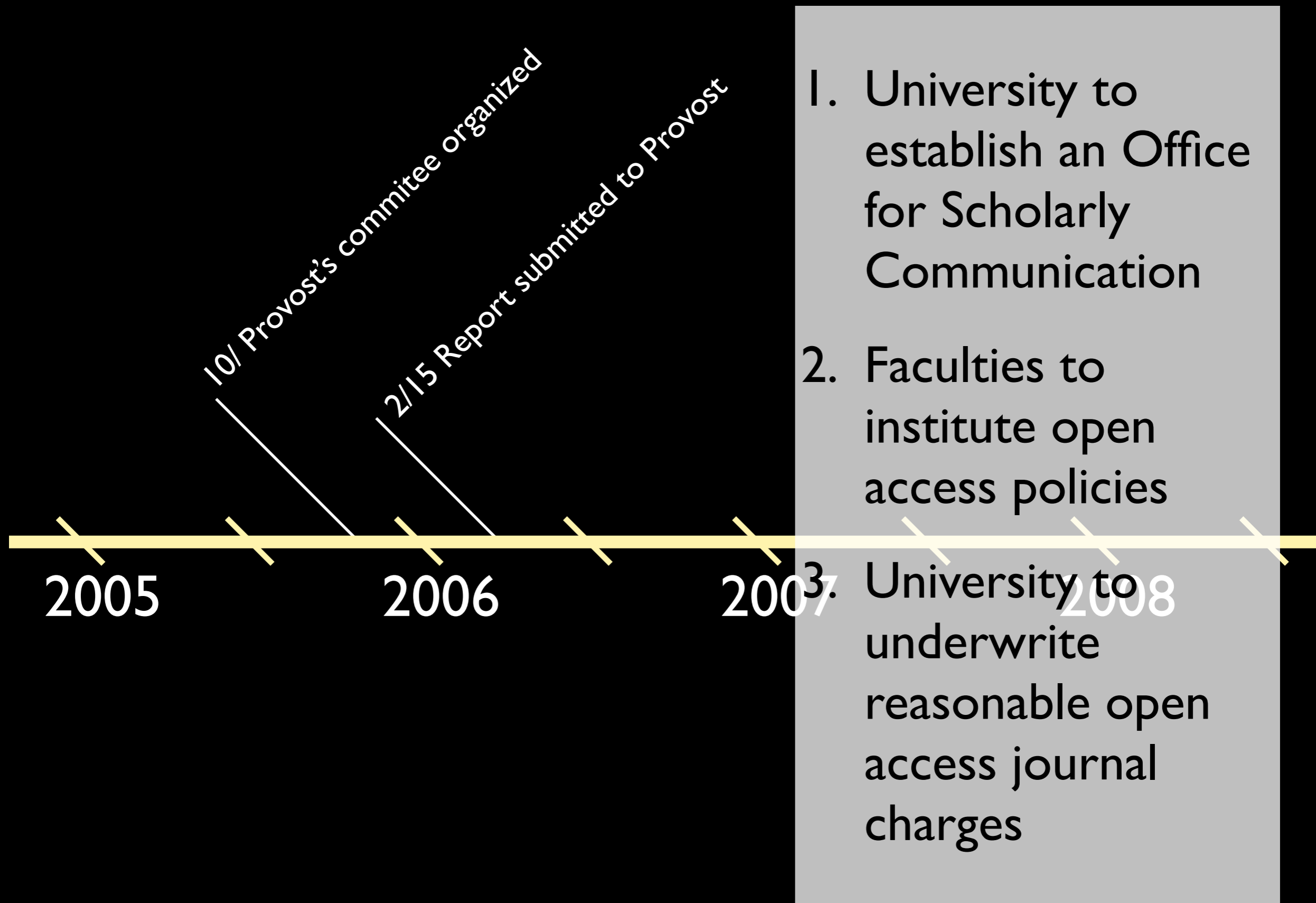
[http://octavia.zoology.washington.edu/publishing/pageprice\\_table.html](http://octavia.zoology.washington.edu/publishing/pageprice_table.html)



10/ Provost's committee organized







# I. Permission

The Faculty of Arts and Sciences of Harvard University is committed to disseminating the fruits of its research and scholarship as widely as possible. In keeping with that commitment, the Faculty adopts the following policy: Each Faculty member grants to the President and Fellows of Harvard College permission to make available his or her scholarly articles and to exercise the copyright in those articles. In legal terms, the permission granted by each Faculty member is a nonexclusive, irrevocable, paid-up, worldwide license to exercise any and all rights under copyright relating to each of his or her scholarly articles, in any medium, and to authorize others to do the same, provided that the articles are not sold for a profit. The policy will apply to all scholarly articles written while the person is a member of the Faculty except for any articles completed before the adoption of this policy and any articles for which the Faculty member entered into an incompatible licensing or assignment agreement before the adoption of



## 2. Waiver

following policy: Each Faculty member grants to the President and Fellows of Harvard College permission to make available his or her scholarly articles and to exercise the copyright in those articles. In legal terms, the permission granted by each Faculty member is a nonexclusive, irrevocable, paid-up, worldwide license to exercise any and all rights under copyright relating to each of his or her scholarly articles, in any medium, and to authorize others to do the same, provided that the articles are not sold for a profit. The policy will apply to all scholarly articles written while the person is a member of the Faculty except for any articles completed before the adoption of this policy and any articles for which the Faculty member entered into an incompatible licensing or assignment agreement before the adoption of this policy. The Dean or the Dean's designate will waive application of the policy for a particular article upon written request by a Faculty member explaining the need.

To assist the University in distributing the articles, each Faculty member will provide an electronic copy of the final version of the article at no charge to the appropriate representative of the Provost's Office in an appropriate format (such as PDF) specified by the Provost's Office.

The Provost's Office may make the article available to the public in an open-access repository. The Office of the Dean will be responsible for interpreting this policy, resolving disputes concerning its interpretation



terms, the permission granted by each Faculty member is a nonexclusive, irrevocable, paid-up, worldwide license to exercise any and all rights under copyright relating to each of his or her scholarly articles, in any medium, and to authorize others to do the same, provided that the articles are not sold for a profit. The policy will apply to all scholarly articles written while the person is a member of the Faculty except for any articles completed before the adoption of this policy and any articles for which the Faculty member entered into an incompatible licensing or assignment agreement before the adoption of this policy. The Dean or the Dean's designate will waive application of the policy for a particular article upon written request by a Faculty member explaining the need.

To assist the University in distributing the articles, each Faculty member will provide an electronic copy of the final version of the article at no charge to the appropriate representative of the Provost's Office in an appropriate format (such as PDF) specified by the Provost's Office.

## 3. Deposit

The Provost's Office may make the article available to the public in an open-access repository. The Office of the Dean will be responsible for interpreting this policy, resolving disputes concerning its interpretation and application, and recommending changes to the Faculty from time to time. The policy will be reviewed after three years and a report



The Faculty of Arts and Sciences of Harvard University is committed to disseminating the fruits of its research and scholarship as widely as possible. In keeping with that commitment, the Faculty adopts the following policy: Each Faculty member grants to the President and Fellows of Harvard College permission to make available his or her scholarly articles and to exercise the copyright in those articles. In legal terms, the permission granted by each Faculty member is a nonexclusive, irrevocable, paid-up, worldwide license to exercise any and all rights under copyright relating to each of his or her scholarly articles, in any medium, and to authorize others to do the same, provided that the articles are not sold for a profit. The policy will apply to all scholarly articles written while the person is a member of the Faculty except for any articles completed before the adoption of this policy and any articles for which the Faculty member entered into an incompatible licensing or assignment agreement before the adoption of this policy. The Dean or the Dean's designate will waive application of the policy for a particular article upon written request by a Faculty member explaining the need.

To assist the University in distributing the articles, each Faculty member will provide an electronic copy of the final version of the article at no charge to the appropriate representative of the Provost's Office in an appropriate format (such as PDF) specified by the Provost's Office.



Each Faculty member grants to the President and Fellows of Harvard College permission to make available his or her scholarly articles and to exercise the copyright in those articles.



Each Faculty member grants to the President and Fellows of Harvard College permission to make available his or her scholarly articles and to exercise the copyright in those articles.

“In order for your Article to be distributed as widely as possible in — (the Journal) you grant Blackwell Publishing Ltd (Blackwell Publishing) an exclusive licence to publish the above Article including the abstract in printed and electronic form, in all languages, and to administer subsidiary rights agreements.”

(Blackwell Exclusive License Form)

Enter preview mode

Generate Addendum

### Article information:

Manuscript title \*  ?

Journal \*  ?

Author \*  + ?

Publisher \*  ?

### Addendum specification:

Optionally include:

(i) Retain derivative works rights  ?

(ii) Require publisher's PDF  ?

### Agreement:

This confirms the license I have granted to Harvard with respect to my scholarly articles, as set forth in the policy adopted by the Faculty of Arts and Sciences on February 12, 2008. I intend that this confirmation will constitute written evidence of that license and that I am signing this confirmation.

Enter preview mode

Generate Addendum



## ADDENDUM TO PUBLICATION AGREEMENT

1. This Addendum modifies and supplements the attached publication agreement (the "Publication Agreement") concerning the article titled "A Simple Language for Novel Visualizations of Information" (including any supplementary materials, the "Article") in Communications in Computer and Information Science.
2. The parties to the Publication Agreement as modified and supplemented by this Addendum are: Wendy Lucas (corresponding author) and Stuart M. Shieber (individually or, if more than one author, collectively, "Author") and Springer-Verlag GmbH ("Publisher").
3. The parties agree that wherever there is any conflict between this Addendum and the Publication Agreement, the provisions of this Addendum will control and the Publication Agreement will be construed accordingly.
4. Notwithstanding any terms in the Publication Agreement to the contrary, Author and Publisher agree as follows:
  - a. All of the terms and conditions of the Publication Agreement, including but not limited to all grants, agreements, representations and warranties, are subject to and qualified by a non-exclusive license previously granted by Author to Harvard University. Under that license, Harvard may make the Article available and may exercise all rights under copyright relating to the Article, and may authorize others to do the same, provided that the Article is not sold for a profit.
  - b. Where applicable, all of the terms and conditions of the Publication Agreement, including but not limited to all grants, agreements, representations and warranties, are subject to and qualified by any non-exclusive license previously granted, or previously required to be granted, by Author to a funding entity that financially supported the research reflected in the Article as part of an agreement between Author or Author's employing institution and such funding entity, such as an agency of the United States government, and/or to Author's employing institution.
  - c. Nothing in the Publication Agreement will impose any limitation on the rights and licenses referred to in the paragraphs above or any obligation in connection with their exercise. Neither the existence nor the exercise of those rights and licenses will be deemed to violate any representation or warranty or breach the Publication Agreement.
5. Either publication of the Article or Publisher's signature below will constitute Publisher's acceptance of and agreement to this Addendum.

AUTHOR

PUBLISHER

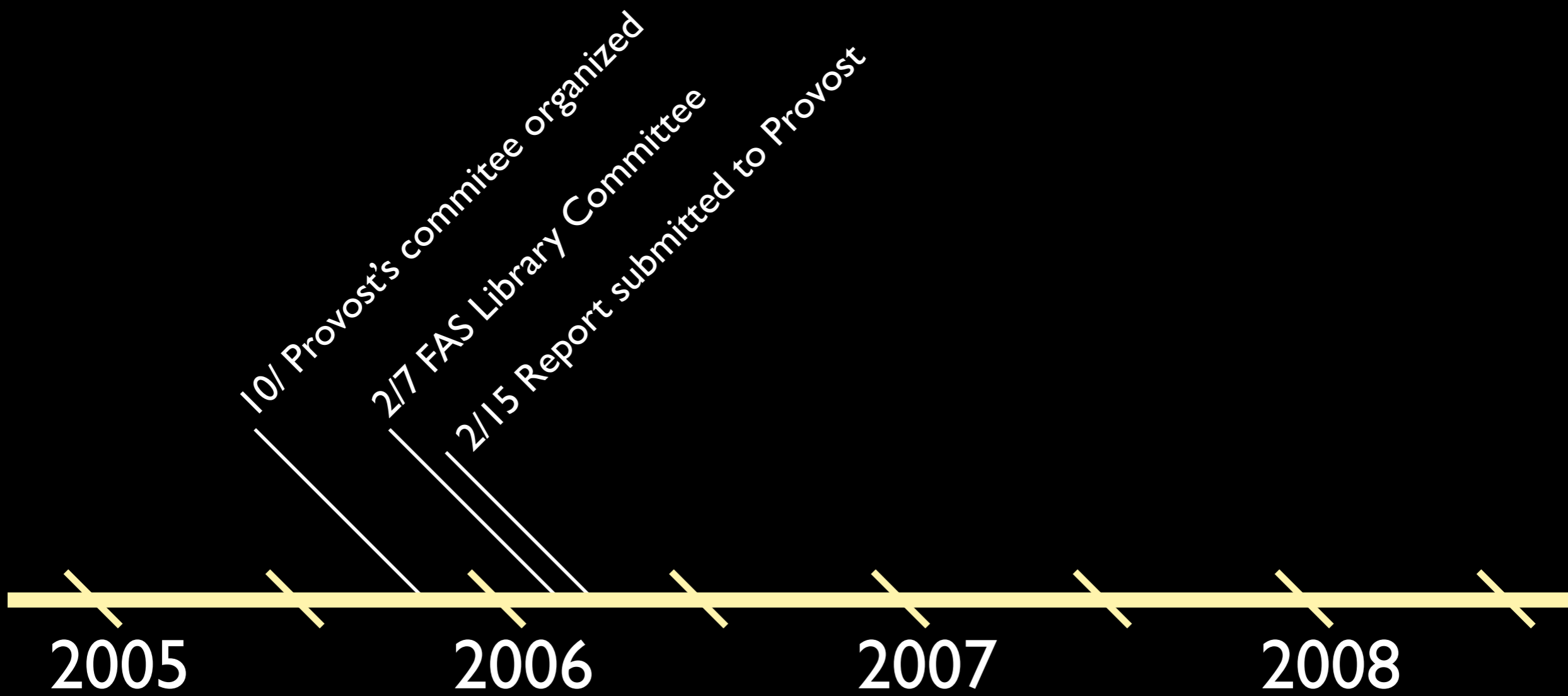
\_\_\_\_\_  
(corresponding author on behalf of all authors)

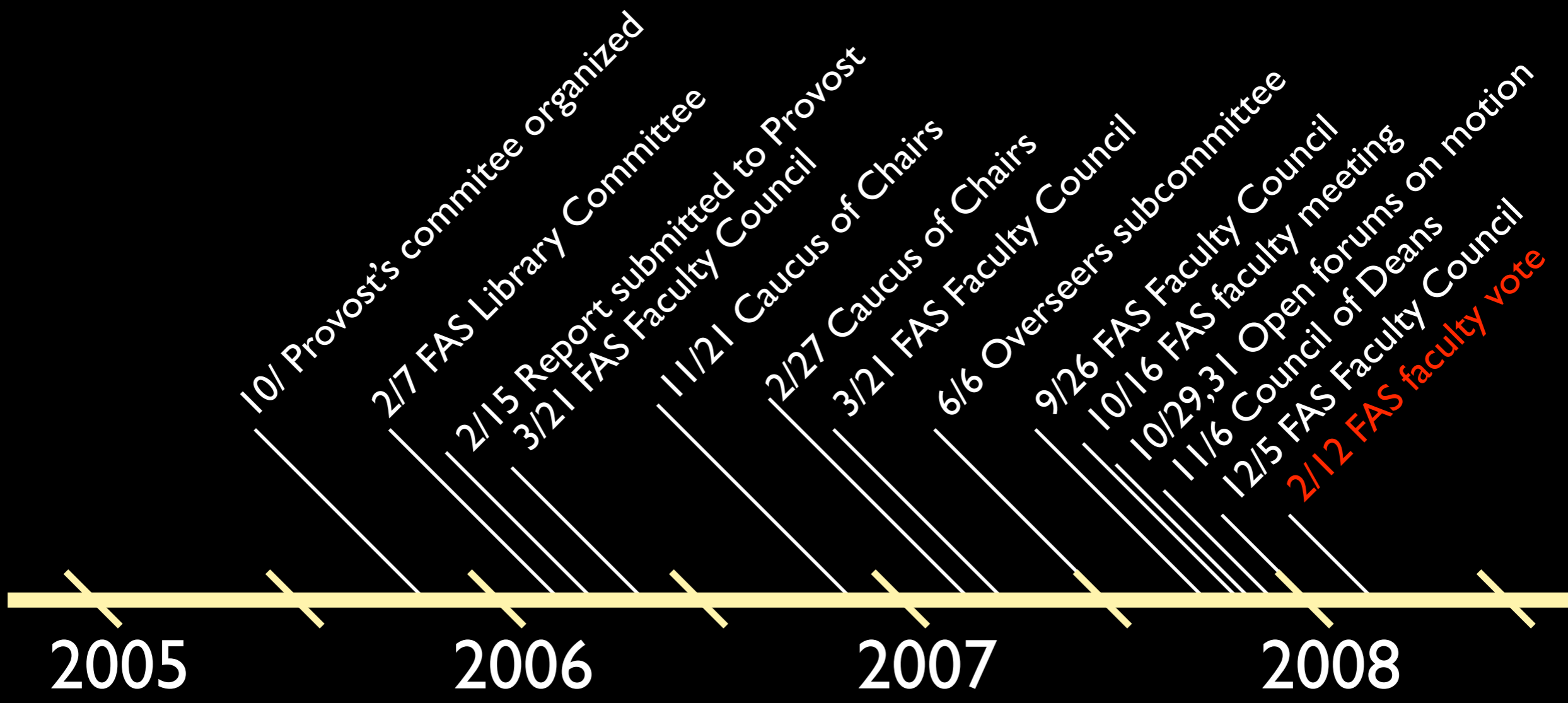
\_\_\_\_\_  
Date

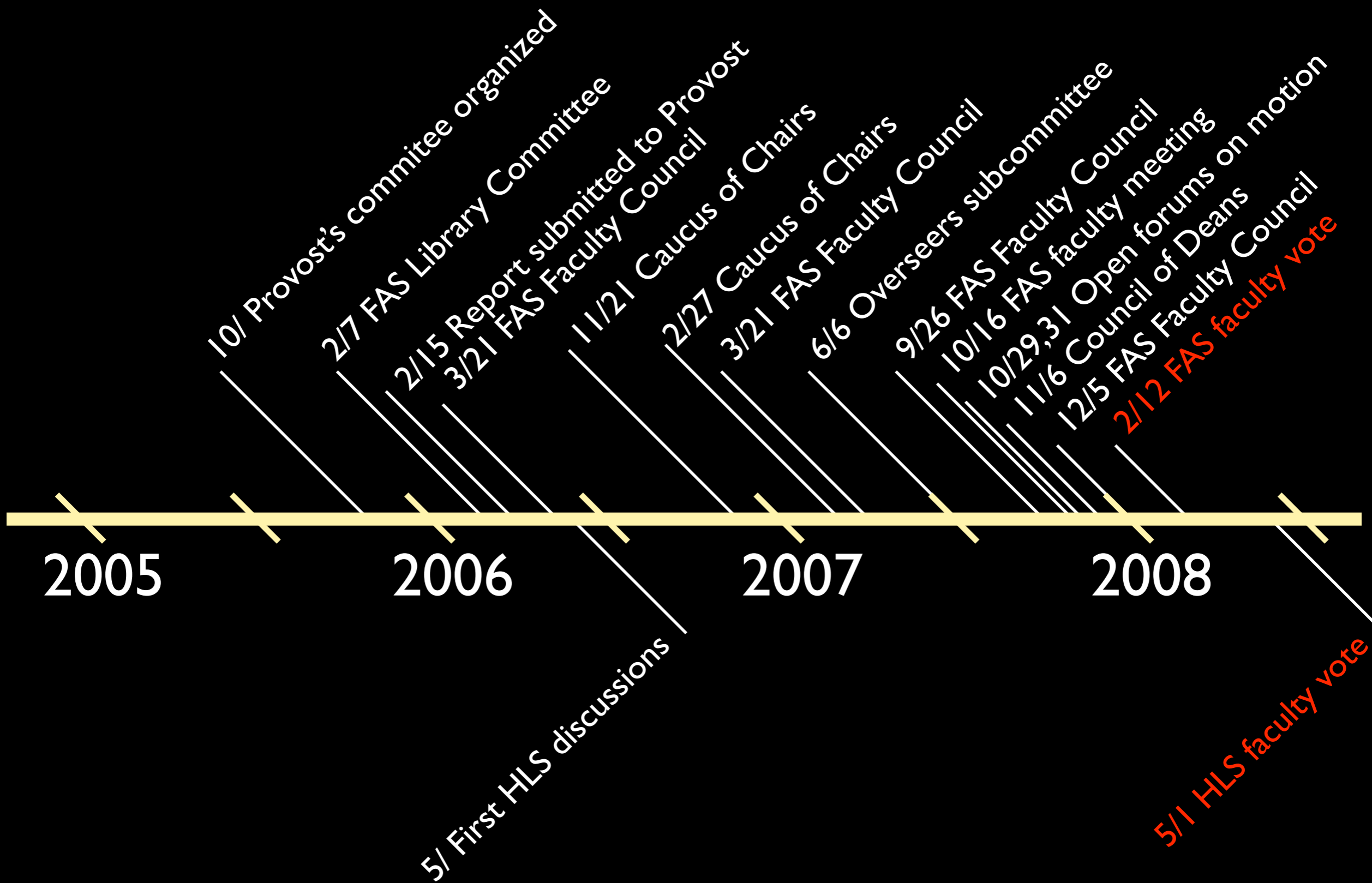
\_\_\_\_\_  
Date

# Advantages of Policy

1. Makes a collective statement of principle
2. Systematically provides article metadata
3. Completely clarifies rights situation
4. Allows university to facilitate article deposit process
5. Allows university to negotiate collectively
6. Opt-out versus opt-in may increase rights retention







“a bold move to boost  
the unrestricted, global  
use of research  
articles”

(Boston Globe, February 12, 2008)

“This is a vendor-customer dispute over price.... It doesn’t surprise us that all libraries feel their budgets are far less than desirable, but that’s a reality the educational community faces.”

(Allan Adler, AAP, February 13, 2008)

“Harvard’s self-serving move weakens standards of peer review processes and presumes that any garbage Harvard profs write would have been worthy of publication.”

(J.L., Inside Higher Ed comment, February 13, 2008)

