
Copyright and research

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Understanding publishing agreements

Overview

Authors and publishers will generally have a publishing agreement (sometimes referred to as an author or licence agreement) in place when a work is published. As the copyright holder, it is important that you are aware of the publishing agreements that are available, and which will best suit your current and future dissemination needs. This may influence where and with whom you decide to publish or help you to understand what further rights to negotiate with your chosen publisher.

Publishing agreements vary between publishers and will also vary depending on whether the work is being published as a book, book chapter, journal article, conference paper, or other type of research output. Your decision to publish your research behind a paywall or Open Access will also have an impact on the terms of the agreement and the final licence for the work.

A publishing agreement will generally cover information such as:

- When the work will be published
- The format the work will be published in (print or online or both)
- How many print copies will be made available
- If the author is entitled to any royalties, how they will be shared between the author and publisher, when they will be paid etc.

The agreement will also address how copyright in the work will be managed.

Within a publishing agreement, authors are generally asked to warrant that:

- They created the work and therefore they own copyright

- If they have included third party copyright material (i.e. created by someone else), the author has the necessary permission from the copyright owner to include that material
- That the work contains no libelous or unlawful statements, does not infringe upon the rights or privacy of others, or contain material or instructions that might cause harm or injury.

There are a number of ways in which copyright can be dealt with under an agreement, some of which are more common in certain disciplines or types of published works than others. Speak with peers, colleagues, your research office and your school librarian for further information on discipline-specific publishing agreements.

Negotiating author rights

As the author and creator of a work, you are entitled to negotiate certain rights with a publisher. This may include:

- Rights to deposit an Open Access copy of the work in an institutional repository (with or without an embargo period)
- Exemptions for teaching and educational purposes
- The right to reuse your figures, images, and tables in future publications.

Funder requirements can be useful to negotiate changes in your publishing agreement. For example, if your published work was funded by a research grant associated with the Australian Research Council (ARC) or the National Health and Medical Research Council (NHMRC) then an open access copy of the work must be made available to read within 12 months of publication. Flagging this requirement as early as possible, will put you in a better position to ensure your publishing agreement aligns with funder policies.

You may not always be successful in negotiating changes to your publishing agreement but there is certainly nothing to lose by starting these conversations with your publisher. For an insight into the negotiation of author rights, read more in this interview with Associate Professor Alysia Blackham from Melbourne Law School.

The Authors Alliance website offers many resources on publication contracts and rights reversion, including the Open Access ebook "Understanding and negotiating book publication contracts".

Author assigns copyright to the publisher (copyright transfer agreement)

It is common for authors to assign copyright in journal articles to the journal or publisher. Whereas, generally, when publishing a book, the author will grant the publisher a licence. In

signing a copyright transfer agreement, the author grants all their rights as author and copyright holder to the publisher. This means that the author may need to seek permission from the publisher if they wish to, for example:

- Deposit an Open Access version into an institutional repository
- Make the published work available on their own website
- Share the published work with colleagues
- Use the published work in their teaching.

In some cases, the publisher may grant some rights back to the author that will allow them to do certain actions such as those described above. Assignment of copyright is generally permanent unless the agreement indicates otherwise.

If the author assigns copyright to the publisher; the publisher can also, at their discretion, enter into agreements with other parties to use the work. For example, the publisher could licence your material so that it can be included in a subscription database or arrange for a translation to be made.

[See example contract >](#)

Author grants publisher an exclusive licence

The author gives the publisher certain rights over their material for the term of the agreement. These rights are granted only to this publisher and might include the right to publish, communicate, and distribute the published work online and to sublicense. How long the agreement lasts can vary, some agreements can be indefinite or perpetual. If the licence includes the right to sublicense, the publisher can grant the rights given to them to a third party, for example to allow another publisher to publish the work in another territory. While the agreement is in place, the author cannot grant the same rights to anyone else.

[See example contract >](#)

Author grants publisher a non-exclusive licence

Similar to granting an exclusive licence to the publisher, an author can also grant the same non-exclusive rights to another publisher or party. Signing a non-exclusive licence allows you to keep the rights to licence your work with other publishers. However, there may be qualifiers to this, such as confirming that the publisher has the right to first publication of the work.

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Publishing under a Creative Commons licence

If the publisher intends to publish the work under an open licence, typically a Creative Commons licence, then the publisher cannot claim exclusive publication rights, as the work will be made freely available for further distribution under the terms of the licence. However, the publisher will likely ask for first publication rights under a non-exclusive publishing agreement. In rare cases, publishers may ask for a transfer of copyright to the publisher. To understand more about Creative Commons licences, see our page [selecting a licence for your work](#).

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There is no publishing agreement

Some publishers do not use publishing agreements, in which case, they only have the right to publish the work for the purpose it was submitted. For example, if an author submits an article to a particular journal and there is no agreement in place, the publisher can only publish the article in the issue for which it was submitted. They would not be able to re-publish the article in an annual collection of popular articles without the permission of the author.

Related topics

- [Publishing](#)

More information

- [Contact the University Copyright Office](#)