



Untapped Author's Rights: Figure Reuse Allowances in Content Licenses

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COPPUL Scholarly Communications SkillShare

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[presenter for this slide: DeDe]

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Short link to these slides: <https://bit.ly/3vm33Zl>

Speaking notes:

Today we want to tell you about our new project investigating figure re-use allowances in content licenses: how this project came to be, what we have done so far, and our preliminary results.

Land Acknowledgement

As settler Canadians of British, German, and Scandinavian heritage we gratefully acknowledge that we live and work on Treaty 6 Territory and the Homeland of the Métis. We pay our respect to the First Nations and Métis ancestors of this place and reaffirm our relationship with one another.

[presenter for this slide: DeDe]

Speaking notes:

But first, a land acknowledgment:

Kate, Jaclyn, and I are presenting this session from Saskatoon today. As settler Canadians of British, German, and Scandinavian heritage we gratefully acknowledge that we live and work on Treaty 6 Territory and the Homeland of the Métis. We pay our respect to the First Nations and Métis ancestors of this place and reaffirm our relationship with one another.

Project Origin:



https://twitter.com/Kelly_Research/status/1385337224753934339

[presenter for this slide: DeDe]

Tweet used with permission.

Speaking notes:

So, how did this project come about?...

In the spring of 2021, I noticed a faculty member in one my liaison areas post this tweet. A student of his was writing a review paper and wanted to re-use a figure from a Nature journal in the paper. Upon investigating, they discovered that Nature wanted more than \$100 for the permission to do so. Review papers by their nature are likely to re-use multiple figures from various journals, this cost could add up (and so he says in the last sentence: "I'm not sure I can afford to even *cite* the literature anymore").

I responded to him that I thought there was likely a way around this, especially since their use would be non-commercial. So, I started looking into this...

Project Origin:

The screenshot shows the MIT Libraries website page titled "Scholarly Publishing – MIT Libraries". The page is part of a breadcrumb trail: "Libraries home » Scholarly Publishing – MIT Libraries » Copyright & publishing » Using figures & other content from published works". The main heading is "Scholarly Publishing – MIT Libraries". Below the heading, there are navigation links: "Home", "Open access policies at MIT", "Research funder requirements", and "Copyright". The main content area is titled "USING FIGURES & OTHER CONTENT FROM PUBLISHED WORKS" and features a sub-heading "Publishers that allow reuse of content without permission". The text explains that these publishers give MIT authors the right to use figures, tables, and brief excerpts without asking permission or paying a fee. A list of publishers is provided:

- American Chemical Society (ACS)*
- American Institute of Physics
- Elsevier*
- IEEE
- Royal Society of Chemistry
- Sage
- Springer Nature
- Taylor & Francis
- Wiley

A small red URL is visible at the bottom left of the screenshot: <https://libraries.mit.edu/scholarly/publishing/using-published-figures/>

[presenter for this slide: DeDe]

Speaking notes:

I found this blogpost from MIT Libraries (<https://libraries.mit.edu/scholarly/publishing/using-published-figures/>), directed at their own campus community, indicating that some publishers give MIT authors the right to re-use figures or short excerpts of works that MIT subscribes to, in their own publications (with proper attribution of course). You will notice Springer Nature on the list.

This was the first indication that I'd come across that some content licenses contain clauses permitting this kind of re-use by subscribers. I was so surprised and excited by this!

And indeed, later on when I reached out to MIT Libraries about this I found out that this is based on a clause in the NERL (Northeast Research Libraries consortium) Model License (https://nerl.org/wp-content/uploads/2021/03/NERLModelLicense-61019_a.pdf See Scholarly Sharing clause on page 5)

Project Origin

“Why aren’t more academic libraries talking about this...?”

BUT of more immediate importance:

“We need to let our USask authors know about this!”

- This issue intersects with **scholarly communication** (DeDe), **e-resource licensing** (Jaclyn), and **copyright** (Kate) ...
- So that is how we came together to initiate this project!

[presenter for this slide: DeDe]

Speaking notes:

But I was still a bit confused...

Why had I never heard of this before, and why when I searched online could I only find MIT Libraries talking about this? (More on this later). But of more immediate importance: USask authors need to know about this!

I realized that this issue intersected several areas of expertise: scholarly communication, e-resources licensing, and copyright; so I reached out to our local experts (Jaclyn & Kate) and that is how the three of us came together to further investigate this topic.

Research Question & Goals

Research Question:

- How many and which USask licenses have a clause allowing portion-reuse for things like theses & scholarly publishing?

Goals:

- To reduce unnecessary costs to authors
- To effectively communicate the allowances to the USask community so they can benefit from the rights negotiated
- To support and inform colleagues at other institutions so they can similarly inform their communities

[presenter for this slide: Kate]

Speaking notes:

So our main research question is “How many - and which - USask library licenses include this type of “portion re-use” clause for things like re-use in theses and other scholarly publications?” The ultimate goal is to reduce unnecessary copyright permissions costs to the university community - to help ensure that folks aren’t paying a second time for rights that licensing librarians have already negotiated into the agreements. In order to meet that goal, we also need to determine how to effectively communicate about it to the USask community. And we wanted to share what we’re doing with colleagues and support others who may be interested in undertaking a similar project.

Methods

- Reviewed CRKN & COPPUL model licenses to identify clauses to track
- Made sure to look for NDAs so we wouldn't breach them
- Collected or got access to CRKN & COPPUL licenses used by USask University Library (and a couple other major licenses not through consortia)
- Split up the licenses between the three of us to review
- Used a shared spreadsheet to keep track of which clauses appeared in which licenses

[presenter for this slide: Kate]

Speaking notes:

So for our methods, we started by looking at the most recent CRKN and COPPUL model licenses to identify the clauses we wanted to track. We made sure to look for NDAs in the licenses we reviewed so that we wouldn't accidentally be sharing information we aren't permitted to. We were able to get access to the CRKN and COPPUL licenses that the USask University Library is currently a party to (and we looked at a couple of other major local ones as well). We divided the licenses up, giving Jaclyn the hardest ones for her library license expertise! And we used a shared spreadsheet to keep track of which clauses appeared in which licenses.

Challenges

- **What licenses to look at?** (There are so many!); scoped to just major journal publishers/providers to start
- **What clauses to look at?** (There are so many!); scoped to just most applicable clauses
- **Technical legal language and subtle differences in wording; BIG learning curve for DeDe & Kate!**

[presenter for this slide: Kate]

Speaking notes:

1. So there were some challenges! In the beginning, we were planning to look at all of the licenses for text-based e-resources, and it didn't take long to realize that it was going to take a very long time. So instead, we identified the major ones (such as Elsevier, Springer and JSTOR) and decided to start with those first, thinking about what would be the most impactful overall to be able to share with the university community about.
2. We also went back and forth a bit about which clauses to focus on. I got SO EXCITED by so many of the clauses and wanted to track all of it - text and data mining, scholarly sharing, author rights - but it was too much so we scoped back to our original focus on portion re-use.
3. And lastly - When the clause wording differed from the model license, it was a challenge for DeDe and I who don't work in licenses day in-and-out to know if we were interpreting it correctly. And even if a clause looked like it was from the model license at a glance, we needed to give it all a close read because sometimes a single word would be omitted that made a BIG difference in what was being permitted. Like just the word "publications" would be removed from the list of portion re-use allowances, which is an important detail.

Preliminary Results

	Number of licenses reviewed	Figure Re-Use permitted	Scholarly Sharing permitted
CRKN	12	11	11
COPPUL	6	4	4
Local/Direct	2	1	2
Total #	23	19	20

[presenter for this slide: Jaclyn]

After our initial review, this is where we've landed so far.

For CRKN - some of the licenses have caveats that limit the model license terms - allow for conference presentations and theses, but not for research

License says portion - but figure is easier to explain and understand, and often what people want to reuse

Figure Re-Use

Allowed:

- American Chemical Society (ACS), American Society of Mechanical Engineers (ASME), Annual Reviews, Cambridge University Press (CUP), Canadian Science Publishing (CSP), Elsevier ScienceDirect & Scopus (limited), Institute of Physics (IOP) Frontlist, JSTOR, Nature Journals, Oxford University Press (OUP), Palgrave Macmillan Journals, Royal Society of Chemistry (RSC), Sage Premier Journals, Scientific American, SpringerLink and Adis Journals, Springer eBooks and Protocols

Not Allowed:

- American Association for the Advancement of Science (AAAS), Association for Computing Machinery (ACM), Institute of Physics (IOP) archive, Taylor & Francis

[presenter for this slide: Jaclyn]

So here's a full list of the publishers whose licenses we reviewed, for the speed readers among you. For everyone else, the slides will be available after today's session if you want to review.

Communicating Results to USask Community

Initial plans:

Develop a communications plan with these elements...

1. Internal communications to librarians, library staff
2. Library blog post (similar to MIT Libraries' blog post that initiated this project)
3. Library social media posts that link to blog post
4. Some targeted messages or conversations with key units and individuals on campus (e.g. Office of the Vice President Research, research facilitators, etc.)

[presenter for this slide: Jaclyn]

- We anticipate it'll be a challenging thing to communicate clearly, but are working on the outline of a plan, which you see here, using a variety of media

Thoughts on our initial question...

“Wonder why more academic libraries aren’t talking about this...?”

- **Lack of awareness, AND complexity!** It is going to be hard to communicate clearly and keep the materials up-to-date.
- **Silos between E-Resources/Licensing Librarians and ScholComm Librarians or liaisons** (i.e. hard to communicate internally about these clauses)
- **Risk aversion** on the part of some librarians/libraries (i.e. could expose library to legal action if we misinterpreted these clauses!)

[presenter for this slide: Jaclyn]

- Why haven’t other libraries (beyond MIT) promoted these additional clauses/rights to their campus authors? Perhaps because:
 - Perception that licenses are complex, frequently re-negotiated, therefore librarians might think it too hard to keep such promotion materials up-to-date
 - Silos between e-resources librarians and liaisons/scholcomm librarians, lack of efficient/effective communication between the silos about these clauses
 - Risk aversion on the part of many librarians

Questions/Discussion

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[presenter for this slide: Jaclyn]

Quickly survey the attendees:

1. Who already knew about these clauses?
2. (If so...) Have you communicated to your researchers about them?