

Two Approaches to Managing Rights Retention

Stuart M. Shieber

Welch Professor of Computer Science, School of Engineering and Applied Sciences

Faculty Co-Director, Berkman Center for Internet and Society

Faculty Director, Office for Scholarly Communication

Harvard University

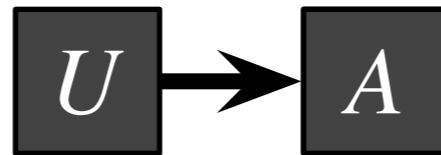


Policy 1: Status Quo

A



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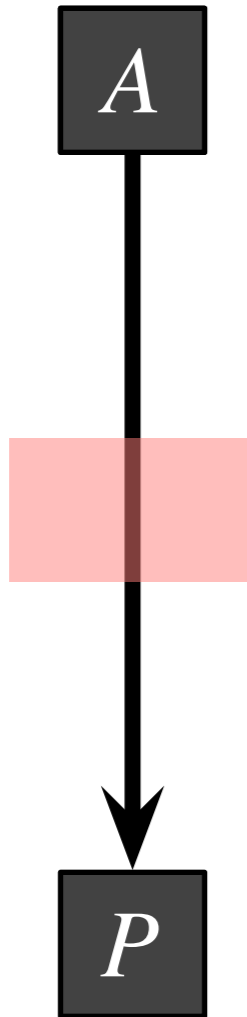


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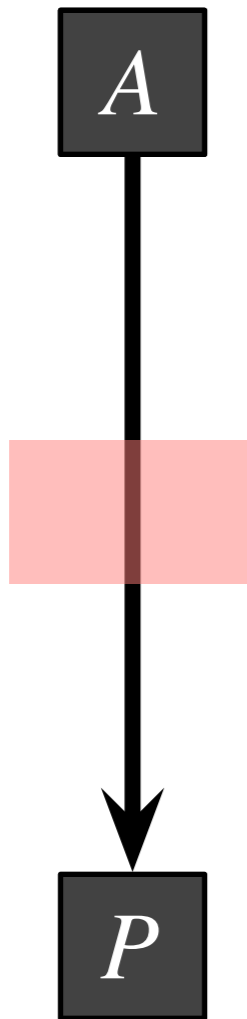
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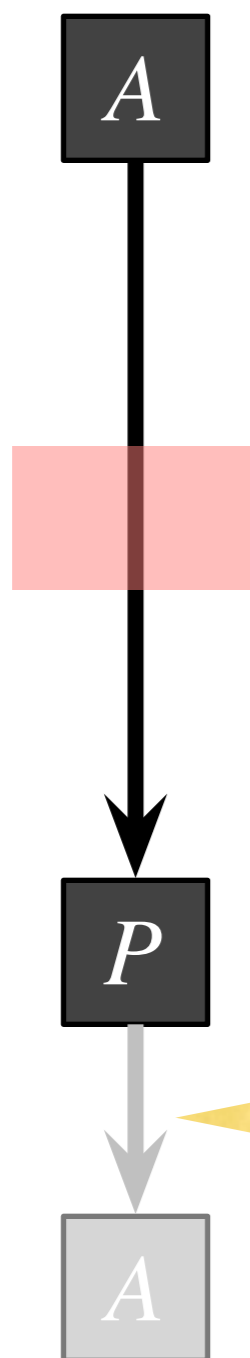
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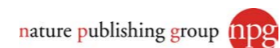
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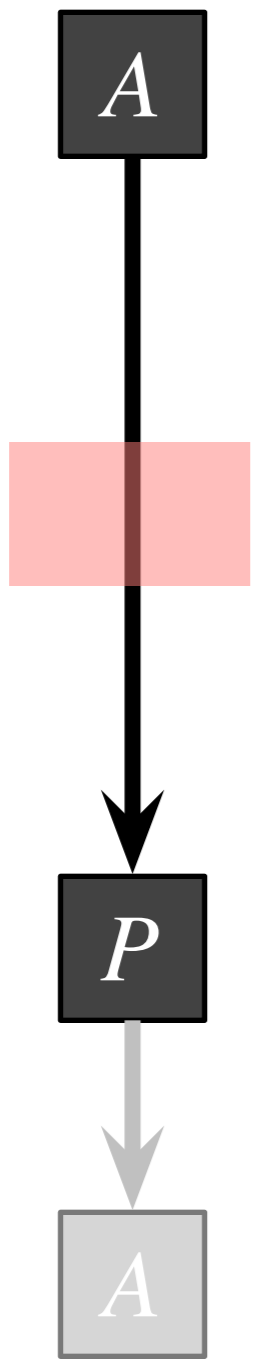
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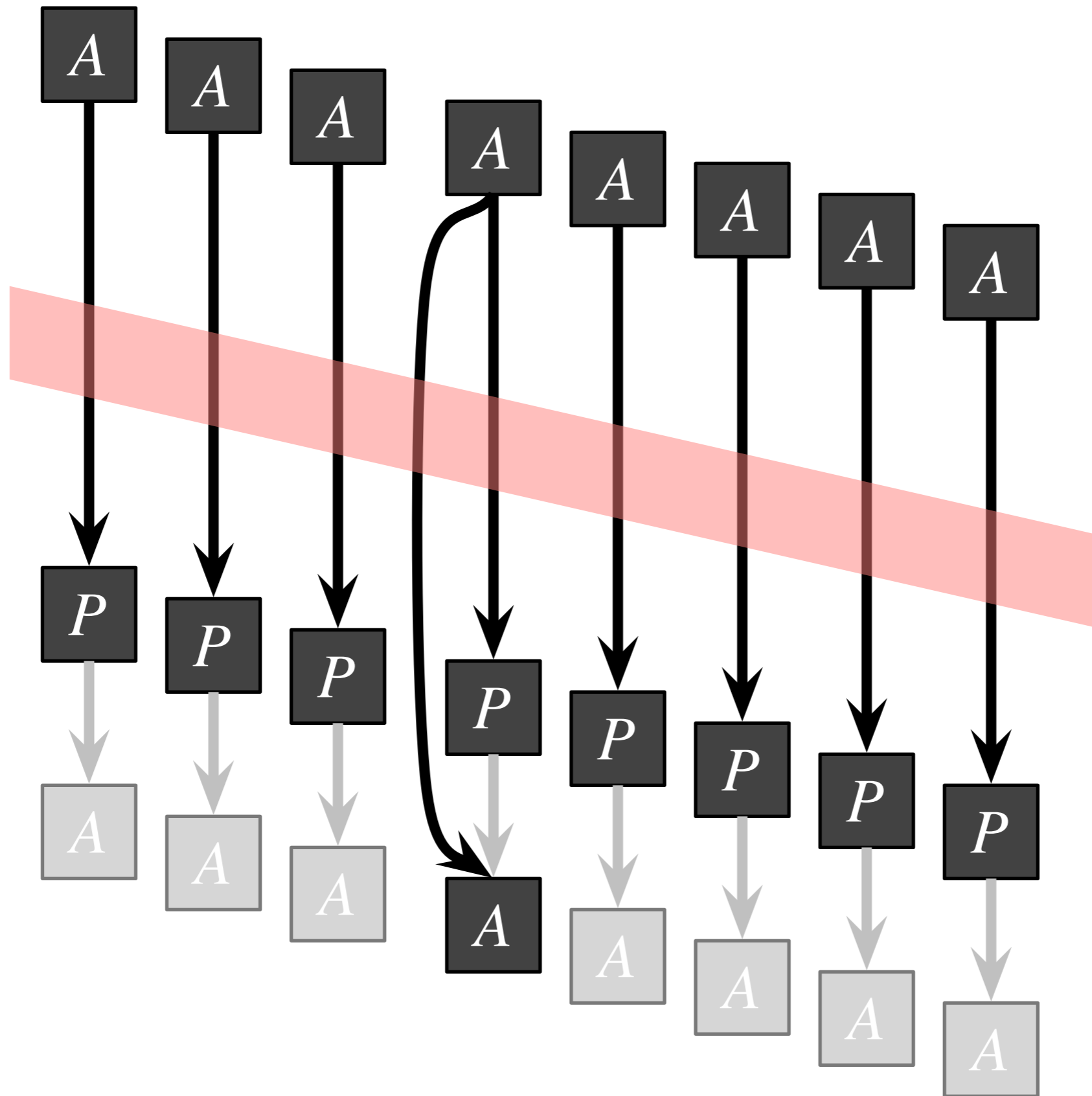
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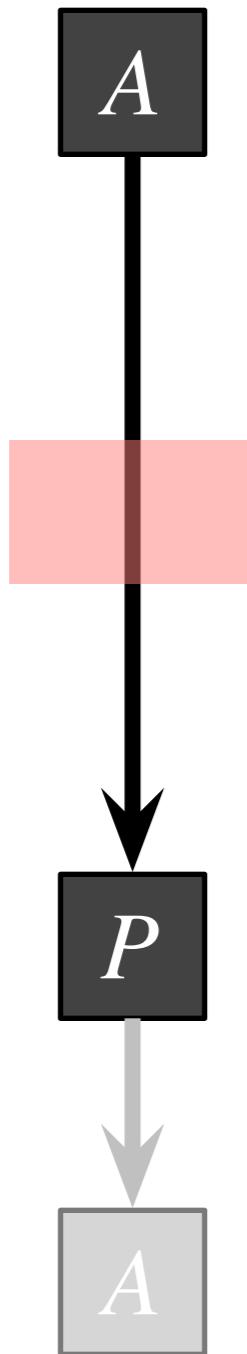
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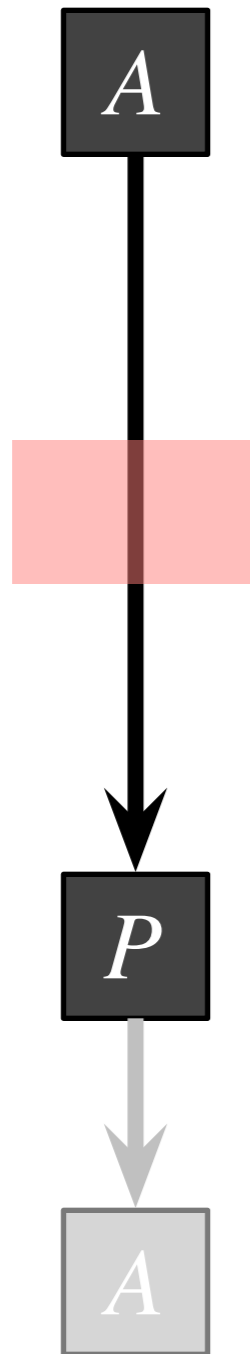
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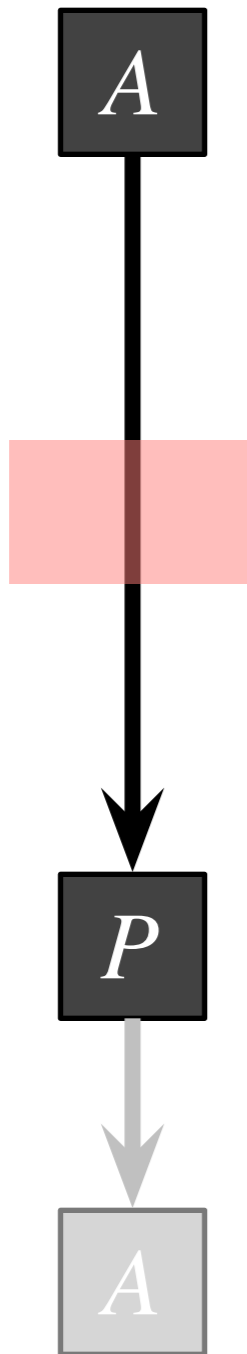
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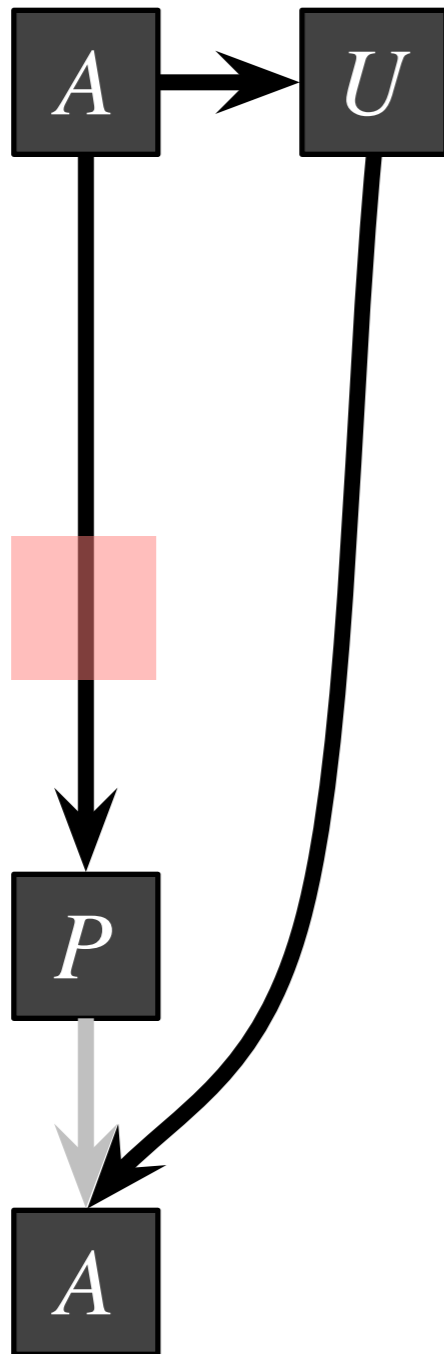
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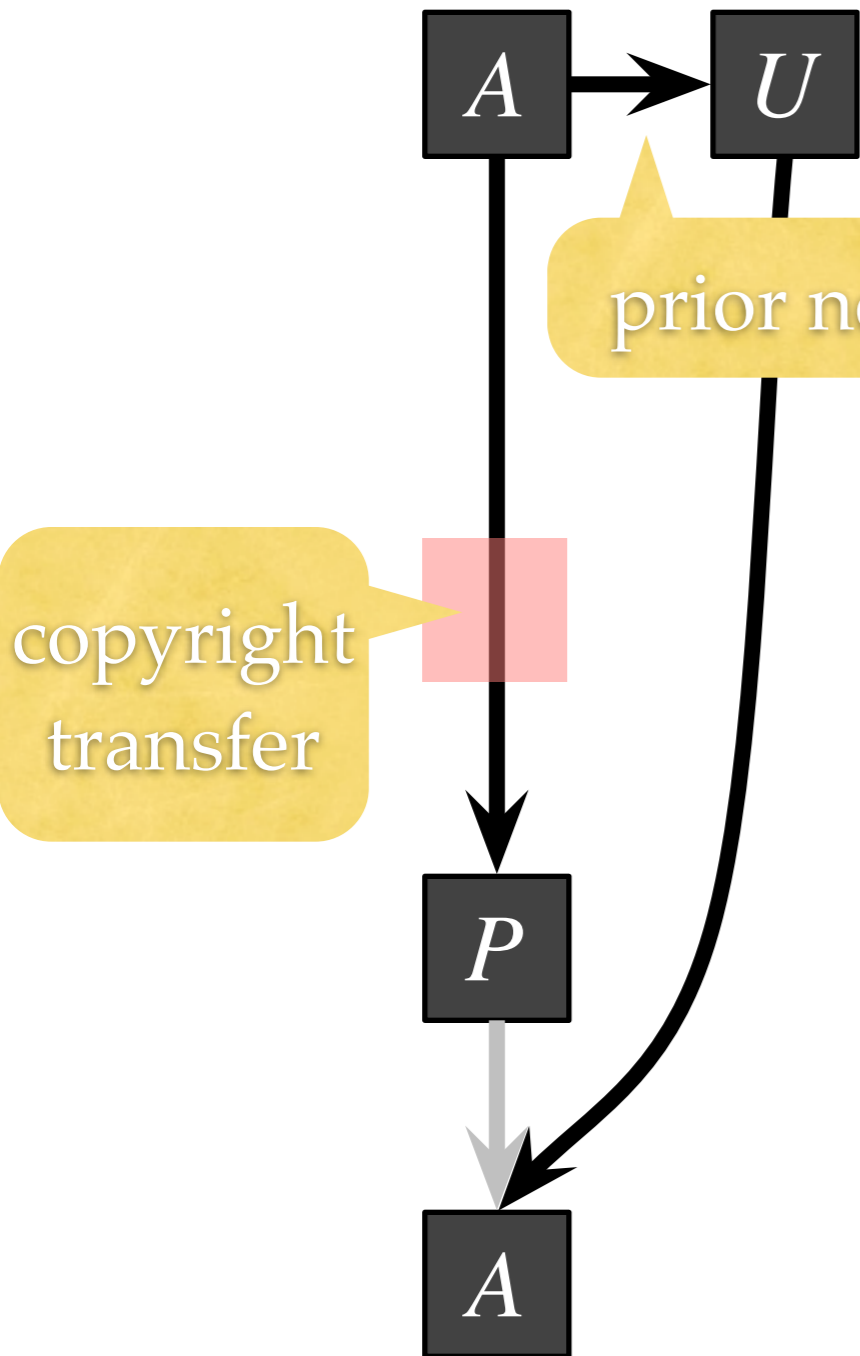


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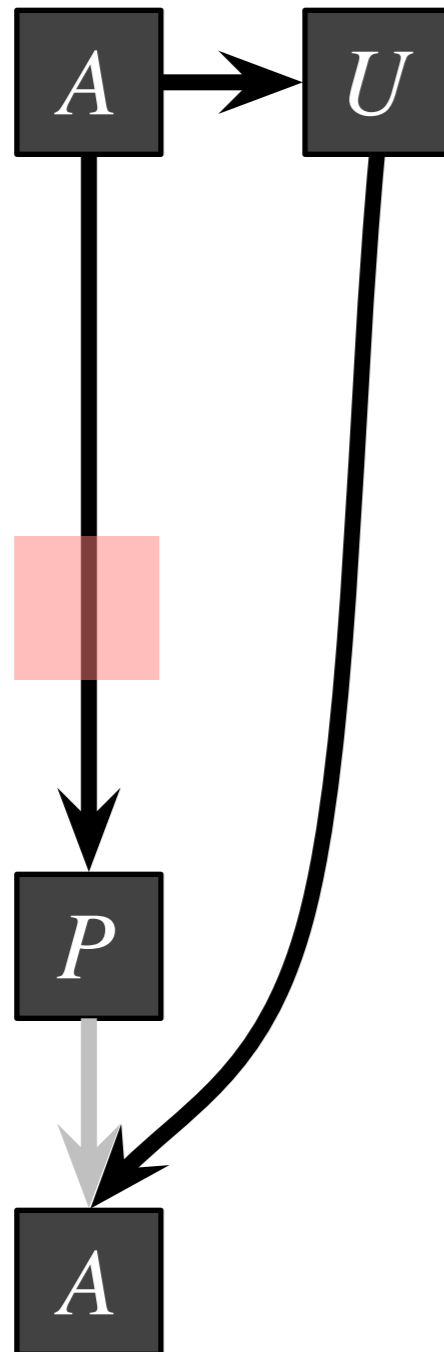


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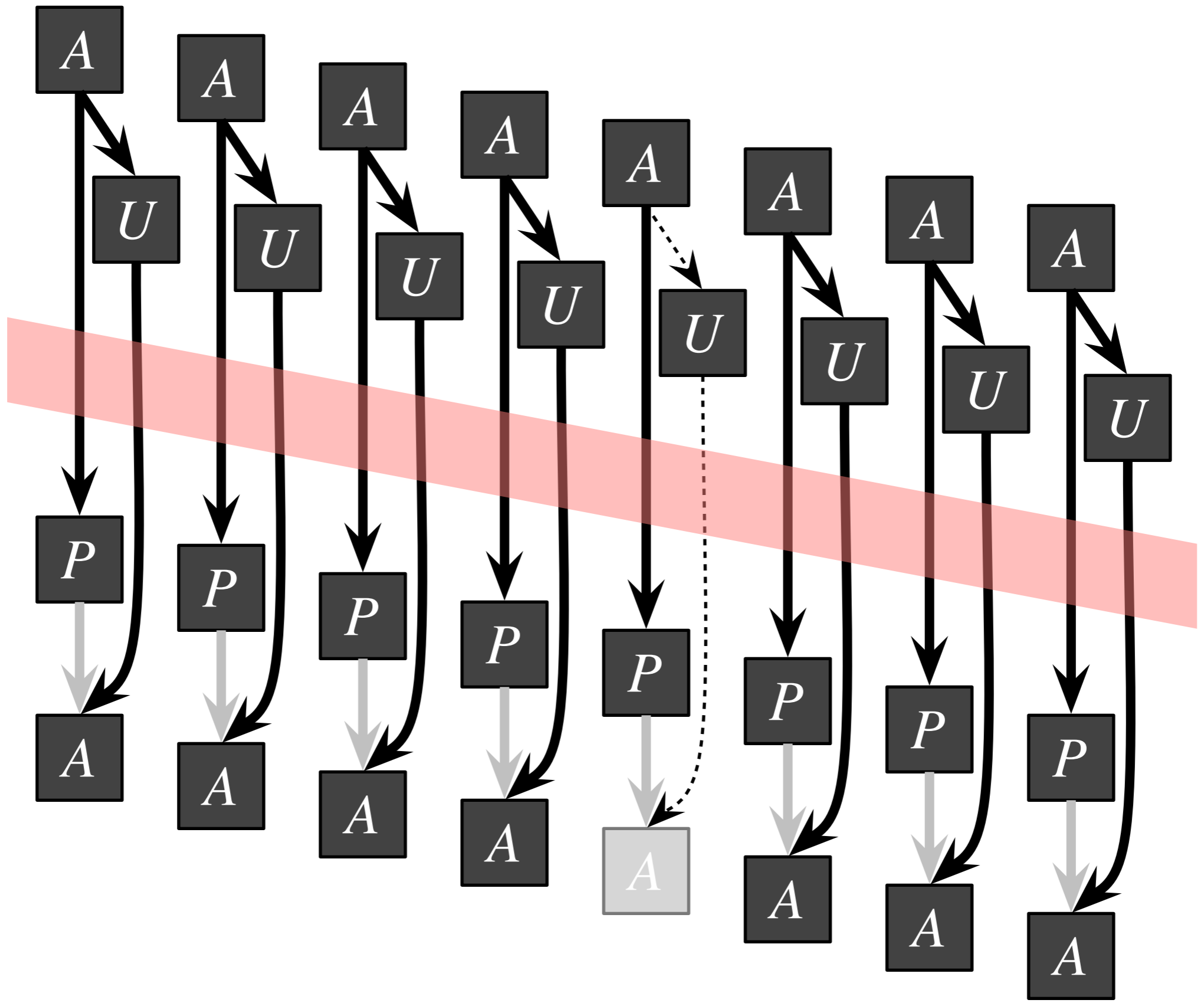
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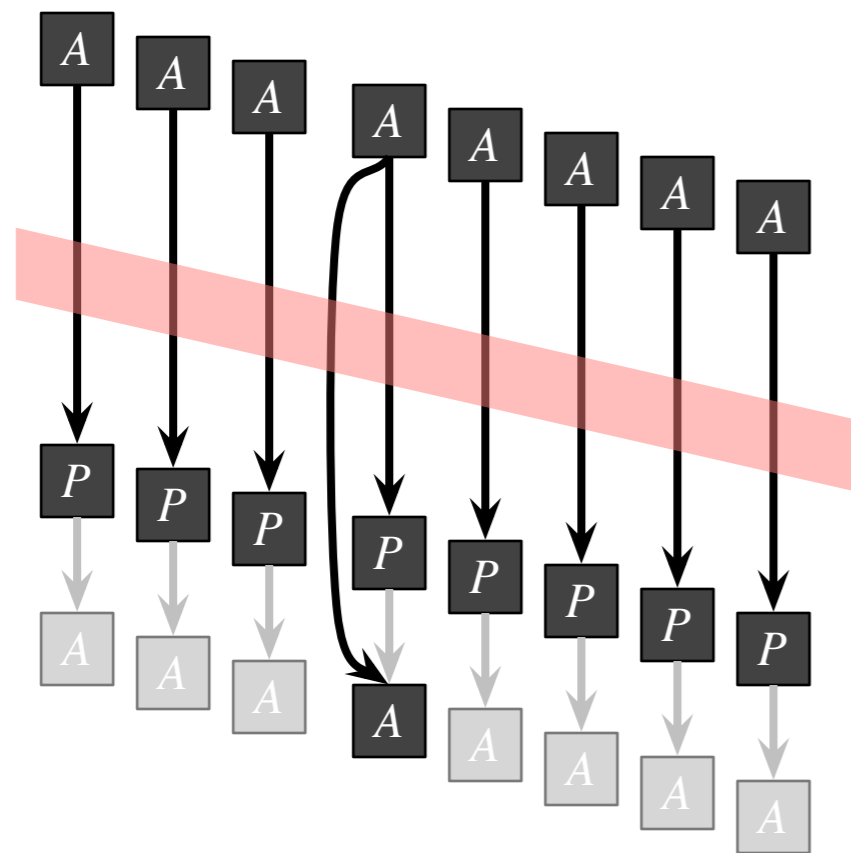


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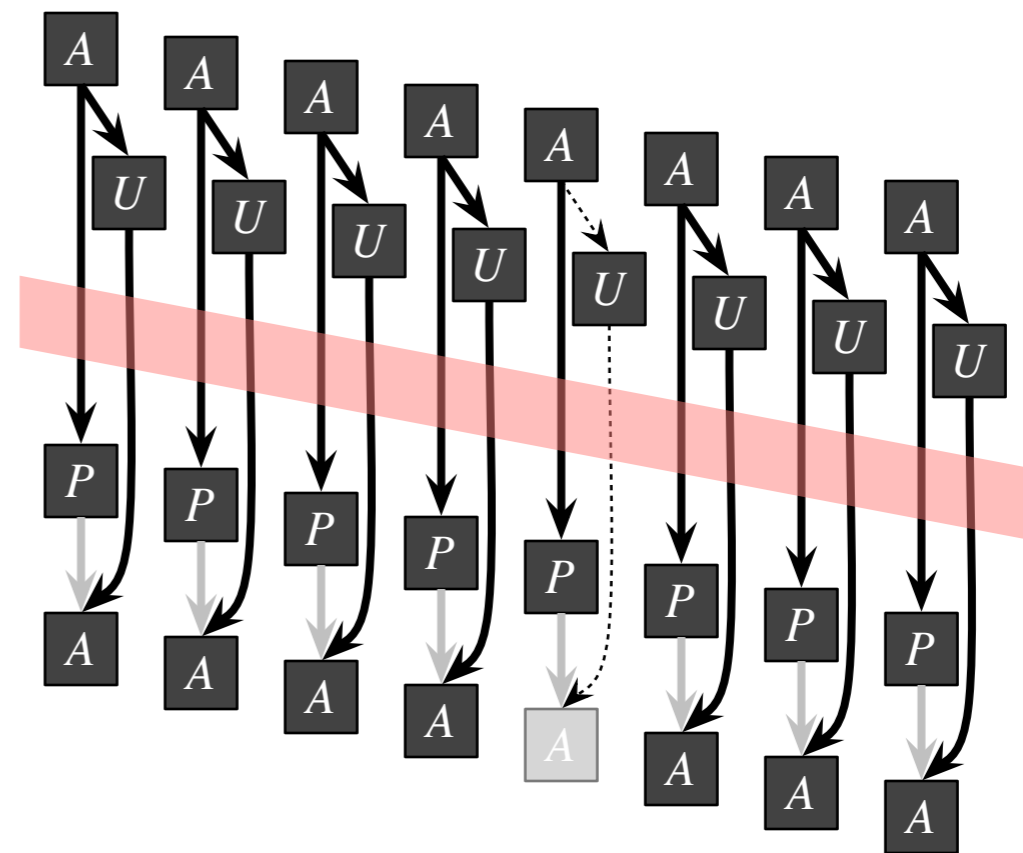




Status Quo



Rights Retention OA Policy



Properties of the Two Policies

Status Quo

- Allows choice
- Rights governed by publisher
- Subject to (increasing) publisher retrenchment
- Retention requires many negotiations
- Fails in the face of faculty inaction

Rights Retention OA policy

- Allows choice
- Rights governed by institution
- Subject to (rare) systematic publisher pushback
- Retention requires a single vote
- Succeeds in the face of faculty inaction



Rights Retention OA Policies

- 2/12/08 *Harvard Faculty of Arts and Sciences*
- 5/1/08 *Harvard Law School*
- 6/10/08 Stanford School of Education
- 3/10/09 *Harvard Kennedy School of Government*
- 3/18/09 Massachusetts Institute of Technology
- 4/30/09 University of Kansas
- 6/1/09 *Harvard Graduate School of Education*
- 11/20/09 Oberlin College
- 5/8/09 University of Oregon: Library Faculty
- 5/14/09 University of Oregon: Dept. of Romance Languages
- 10/27/09 Trinity University
- 2/12/10 *Harvard Business School*
- 3/18/10 Duke University



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

(Boston Globe, February 12, 2008)



“Ma la decisione di Harvard
accelererà inevitabilmente il
processo, già in corso, della
riorganizzazione dei mezzi
di diffusione delle idee.”

(Corriere Della Sera, June 10, 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)



Worries

- Doesn't this restrict my academic freedom?
- Won't this damage junior faculty's careers?
- Won't this drive publishers out of business? Kill scholarly societies? End peer review?



Worries

- Doesn't this restrict my academic freedom?
- Won't this damage junior faculty's careers?
- Won't this drive publishers out of business? Kill scholarly societies? End peer review?

No article need ever have its publication affected because of this policy.



The Policy in Practice

- Do publishers object to the policy?
- Do publishers systematically require waivers?
- Do most articles end up getting waivers?

