Adaptation? Derivatives? I Thought We Were Just Talking About Open Access

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Laureen Boutang, Publishing Services Coordinator, University of Minnesota
Aspirations for this session

1) Better know how to **help our clients to think thru licensing options** - especially to prompt authors in thinking about the *needs of users* (and potential users);

2) Understand the diversity of perspectives regarding **what we may mean when we say “open access”** and choose our words carefully;

3) Develop a **shared sense of best practices and values as library publishers**.
Brief prepared case studies

Four discussion topics

Publisher policies

Clear communication with clients/authors, and uses of authors’ works

What do you mean by “open access”? 

What’s at stake?
Getting to know you
Q1. Does your initiative have a policy regarding what types of works you will support?

We support . . . almost everything

only works with zero cost access
works that have some type of Creative Commons license
works that have a very specific CC license(s)
we are still figuring this out
something else?
Q2. What are the intended use(s) of works produced by your publishing initiative?

Users must be able to . . . read or access (without fee) . . . copy, use, distribute, transmit, display . . . adapt or customize (create derivatives)

Users *may be* able to . . . adapt or customize (but this is not our main goal)

Users must *not* be able to . . adapt or customize
Prepared remarks
## Defining Open Access for Journals

Open Access is a means of disseminating scholarly research that breaks from the traditional subscription model of academic publishing. It has the potential to greatly accelerate the pace of scientific discovery, encourage innovation, and enrich education by reducing barriers to access. Open Access shifts the costs of publishing so that readers, practitioners, and researchers obtain content at no cost. However, Open Access is not as simple as "articles are free to all readers." Open Access encompasses a range of components such as readership, reuse, copyright, posting, and machine readability. Within these areas, publishers and funding agencies have adopted many different policies, some of which are more open and some less open. In general, the more a journal's policies codify immediate availability and reuse with as few restrictions as possible, the more open it is.

Journals can be more open or less open, but their degree of openness is intrinsically independent from their:

- Impact - Prestige - Quality of Peer Review
- Peer Review Methodology - Sustainability
- Effect on Tenure & Promotion - Article Quality

## How To Use This Guide

In 2002, the Budapest Open Access Initiative articulated the basic tenets of Open Access for the first time. Since then, thousands of journals have adopted policies that embrace some or all of the Open Access core components related to: readership, reuse, copyright, posting, and machine readability. However, not all Open Access is created equal. For example, a policy that allows anyone to read an article for free six months after its publication is more open than a policy that creates a twelve month embargo; it is also less open than a policy that allows for free reading immediately upon publication.

This guide will help you move beyond the seemingly simple question, "Is this journal open access?" toward a more productive alternative, "HowOpenIsIt?"

### Use It:

- Understand the components that define Open Access journals
- Learn what makes a journal more open vs. less open
- Make informed decisions about where to publish

## HowOpenIsIt?

HowOpenIsIt? Open Access Spectrum
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## Table of Access Rights

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<th>Reader Rights</th>
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## Open Access Spectrum

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The Internet has fundamentally changed the practical and economic realities of distributing scientific knowledge and cultural heritage. For the first time ever, the Internet now offers the chance to constitute a global and interactive representation of human knowledge, including cultural heritage and the guarantee of worldwide access. We, the undersigned, feel obliged to address the challenges of the Internet as an emerging functional medium for distributing knowledge. Obviously, these developments will be able to significantly modify the nature of scientific publishing as we know it today.

Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities

The Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities of 28 October 2002 was written in English. It is one of the foundational documents for the global movement for Open Access to research and scholarship. By signing the Declaration, researchers, funders, and institutions commit to making their research available to anyone, anywhere, for free, as soon as the content is ready, without any restrictions on reuse.

Signers of the Declaration include a wide range of institutions and organizations from around the world, committed to promoting Open Access as a means to ensure the rapid, free, and unrestricted dissemination of knowledge.

Contact
Prof. Dr. Martin Stratmann
Präsident der Max Planck Gesellschaft
Hofgartenstraße 8
D-80539 München
Deutschland

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https://openaccess.mpg.de/Berlin-Declaration
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- Some Colleges have assumed that because they charge tuition, they can’t use NC-licensed OER. Others worry about printing and
Are Open Access and OER (open educational resources) different names for roughly the same set of permissions?
Examples

1) “Reusable” learning object

2) Rights reversion to “open” textbook

3) Fair use (or not) in the OER environment
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Case Studies

[Image of the Vital logo and website]

https://vital-test.dev.tlos.vt.edu
Open Access = free online (and nothing more)

Is this what all of my faculty members think?
Case Studies

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Case Studies

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### Total Visits Per Month

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How do ND licenses fit with known needs of users and needs of potential users?
Anita R. Walz @ARWalz · 18 May 2016

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Growth areas for library publishing

Facilitating “care” for potential downstream users
Providing clear information regarding IP/licensing
How we talk about OA matters
Faculty/author education
How do we do this work in a way that is:

- excellent
- informed, and
- meets the needs of current and potential users while avoiding negative or undesirable results?
Talking About Open Access

Laureen Boutang

Publishing Services Coordinator
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Women's Rights, Human Rights, and Duties: From Domination to Partnership

Lester R. Kurz, George Mason University

Abstract
The idea of women's rights as human rights can facilitate our identifying the causes, consequences, and potential remedies for the current quagmire in which we find ourselves, but it needs some reformulation. To the traditional understandings of human rights, I add four conceptual tools: (1) Mahatma Gandhi's idea of the counterparts of rights and duties, (2) Eisler's concept of partnership (as opposed to dominator) societies, (3) Johan Galtung's expansion of our conception of violence to include its structural and cultural forms, and, finally, (4) the literature on nonviolence as a path to mobilization and transformation that resists existing social structures and builds new ones.

Keywords
women's rights; human rights; violence; nonviolence; partnership; domination; patriarchy; structural violence; cultural violence

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