

Understanding and Using Author Agreements

According to your Journal's author agreement/contract:

1. Who holds the copyright of the published work?
2. Can the author re-publish the work?
3. Can the author deposit the work in a database or repository?
4. Is attribution required if the work is reused?

What rights does your journal retain to the work?

1. Can you reuse the work without further permission? In print? Online?
2. Can you archive the work, or deposit it in an institutional repository?
3. Can you deposit the work in an index or database?

Scenario 1: “Dear Editor, I am a librarian at Berkeley Law School. I have contacted the author of an article that was published in your journal in 2015, Professor Mary Chang, and received her go-ahead to deposit her article in our open-access institutional repository. May we have permission to deposit and catalog the article?”

Scenario 2: “I am a professor at a community college and I am putting together a course pack in which I would like to include an article published in your journal in 2017, “Important thoughts about Law” (Volume 30, Issue 2). May I have your permission to use this material?”

Scenario 3: “Hello, I am an editor at Oxford University Press. We are putting together a new Oxford Handbook of Interesting Law and would like to reprint the article “Law: What makes it Interesting?”

Scenario 4: From an author whose article you are publishing in the forthcoming issue: “Hi, I’m just wondering if I can deposit this article in SSRN and put a PDF on my website?”