

The “small print” in publishing contracts can impose significant restrictions on how authors can reuse and disseminate their work both now and into the future. Practice and norms will vary depending on the format of the work and the discipline, but it’s useful for authors to consider some or all of the factors below when negotiating or signing a contract with a scholarly publisher:

### Copyright:

- As an author, there are two main options when considering your rights:
  - (1) Retain copyright and grant certain licenses to the publisher
  - (2) Transfer copyright to the publisher (you may wish to reserve certain rights or licenses)
- Retaining copyright will allow you to retain maximum control over your work into the future, and to facilitate access and reuse as you deem appropriate. Check which rights the publisher is requesting, e.g. for which formats, editions and time periods, and ensure you are comfortable with transferring these taking into consideration how you may wish to use the work in the future (e.g. to create derivative works etc.).
- Consider using the [SPARC Author Addendum](#), a legal instrument developed by SPARC in partnership with [Creative Commons](#) and [Science Commons](#), that modifies the publisher’s agreement and allows you to keep key rights to your work.

### Open Licensing:

- Identify the open licensing options (if any) that are offered by the publisher, and ensure these satisfy any requirements of your funder where relevant. If you choose to apply a non-commercial reuse licence to your work, you can still grant this permission on a case-by-case basis by request at a later point.

### Self-archiving permissions:

- Check if an embargo period applies when self-archiving a copy of your author’s accepted manuscript to an Open Access repository. If your funder requires immediate OA, you may need to include a rights retention statement on submission.

### Print runs and availability:

- What is the initial print run and plans for future print runs, or does the publisher use a print on demand model?

### **Discoverability and preservation of electronic formats**

- Clarify where will the work be indexed (e.g. in relevant databases in the field) and if the metadata will be publicly available. What measures are in place to guarantee long term digital storage and preservation? Discoverability and long-term preservation can be a particular challenge for electronic books where systems and standards can vary significantly depending on the publisher.

### **Pricing, royalties and other financial aspects:**

- Ask the publisher if they have pricing information available for print and electronic versions, including institutional pricing for electronic formats. Publishers will often charge libraries many multiples of the print price for an ebook licence, which can greatly limit the access to your research (see details of [CONUL's statement](#) on the electronic content crisis facing libraries and library users).
- Check with your publisher on the financial terms of the contract including royalties on books sales and whether authors receive a share of permission fees for reuse.

### **Resources:**

Authors Alliance's guide to *Understanding and Negotiating Publication Contracts*

[https://www.authorsalliance.org/wp-](https://www.authorsalliance.org/wp-content/uploads/2018/10/20181003_AuthorsAllianceGuidePublicationContracts.pdf)

[content/uploads/2018/10/20181003\\_AuthorsAllianceGuidePublicationContracts.pdf](https://www.authorsalliance.org/wp-content/uploads/2018/10/20181003_AuthorsAllianceGuidePublicationContracts.pdf)

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