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PARTNERSHIP

The Canadian Journal of Library and Information Practice and Research
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Author Addendum Conundrum: Comparing Author Use of Copyright Addenda With Publisher Acceptance

Le casse-tête de l'addenda de l'auteur : comparer l'utilisation des addenda du droit d'auteur avec la réception des maisons d'édition

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Résumé de l'article

L'objectif de cet article est d'étudier simultanément l'utilisation et la connaissance des addenda de l'auteur (par exemple, l'addenda de l'auteur de la Scholarly Publishing and Academic Resources Coalition [SPARC]) et la connaissance et la réception de ceux-ci auprès des maisons d'édition. Les chercheurs des établissements du Regroupement des universités de recherche du Canada U15 ont été ciblés et un sondage a été envoyé aux associations de professeurs, d'étudiants diplômés et de stagiaires postdoctoraux afin d'être partagé auprès de leurs membres. En raison d'un faible taux de participation, un message a été envoyé à une liste de distribution de bibliothécaires en droit d'auteur au Canada pour encourager la diffusion du sondage auprès des chercheurs dans leurs institutions. Quatre-vingt-un chercheurs ont complété le sondage. Quatre-vingt-six pourcent des chercheurs (n = 70) ne connaissaient pas les addenda de l'auteur. Les chercheurs ont été demandés d'identifier la façon dont ils négocient leurs ententes de publication et, parmi ceux qui ont répondu à la question, 84,2% (n = 64) répondaient qu'ils ne négociaient jamais. Treize maisons d'édition ou organismes de publication ont été contactées afin de savoir si elles voulaient participer à des entrevues téléphoniques au sujet du droit d'auteur et des addenda de l'auteur. Deux grandes maisons d'édition multinationales ont accepté de participer. Les deux maisons ont indiqué que très peu d'auteurs tentent de négocier des ententes et que parmi ceux qui décident de négocier, encore moins utilisent un addenda. Les deux maisons ont indiqué qu'elles n'acceptent pas l'addenda de l'auteur SPARC. En se basant sur les réponses des deux grandes maisons d'édition, la meilleure façon d'aider les chercheurs financés par les trois organismes pourrait être que les bibliothèques et les trois organismes négocient avec les maisons d'éditions afin d'obtenir des exceptions basées sur le financement.

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Abstract / Résumé

The purpose of this paper is simultaneously to investigate researcher use and awareness of author addenda (e.g., the Scholarly Publishing and Academic Resources Coalition [SPARC] author addendum) and publisher awareness and acceptance of the same. Researchers at U15 Group of Canadian Research Universities' institutions were targeted, and a survey was sent to faculty, graduate, and postdoctoral associations to share with their members. Following a low response rate, the survey was sent to a listserv of copyright librarians in Canada with a message that encouraged them to share it with researchers at their institutions. Eighty-one researchers responded to the survey. Eighty-six percent of researchers ($n = 70$) indicated that they were unaware of author addenda. Researchers were asked to identify how often they negotiate their publishing agreements, and of those who answered the question, 84.2% ($n = 64$) responded that

they never negotiate. Thirteen publishers or publishing organizations were contacted and asked if they would participate in phone interviews about copyright practices and author addenda. Two large multinational publishers agreed to participate. Both publishers indicated that very few authors attempt to negotiate their agreements and that of those who choose to negotiate, even fewer use addenda. Both indicated that they do not accept the SPARC author addendum. This study's small sample sizes mean that more information needs to be collected before firm conclusions can be drawn. Based on the responses from the two large publishers, the best way to help Tri-Agency-funded researchers may be for libraries and the Tri-Agency to negotiate with publishers for funder-based exceptions.

L'objectif de cet article est d'étudier simultanément l'utilisation et la connaissance des addenda de l'auteur (par exemple, l'addenda de l'auteur de la Scholarly Publishing and Academic Resources Coalition [SPARC]) et la connaissance et la réception de ceux-ci auprès des maisons d'édition. Les chercheurs des établissements du Regroupement des universités de recherche du Canada U15 ont été ciblés et un sondage a été envoyé aux associations de professeurs, d'étudiants diplômés et de stagiaires postdoctoraux afin d'être partagé auprès de leurs membres. En raison d'un faible taux de participation, un message a été envoyé à une liste de distribution de bibliothécaires en droit d'auteur au Canada pour encourager la diffusion du sondage auprès des chercheurs dans leurs institutions. Quarante-et-un chercheurs ont complété le sondage. Quarante-six pourcent des chercheurs ($n = 70$) ne connaissaient pas les addenda de l'auteur. Les chercheurs ont été demandés d'identifier la façon dont ils négocient leurs ententes de publication et, parmi ceux qui ont répondu à la question, 84,2% ($n = 64$) répondaient qu'ils ne négociaient jamais. Treize maisons d'édition ou organismes de publication ont été contactées afin de savoir si elles voulaient participer à des entrevues téléphoniques au sujet du droit d'auteur et des addenda de l'auteur. Deux grandes maisons d'édition multinationales ont accepté de participer. Les deux maisons ont indiqué que très peu d'auteurs tentent de négocier des ententes et que parmi ceux qui décident de négocier, encore moins utilisent un addenda. Les deux maisons ont indiqué qu'elles n'acceptent pas l'addenda de l'auteur SPARC. Le petit échantillon de cette étude signifie que d'autres informations doivent être recueillies avant de tirer des conclusions fermes. En se basant sur les réponses des deux grandes maisons d'édition, la meilleure façon d'aider les chercheurs financés par les trois organismes pourrait être que les bibliothèques et les trois organismes négocient avec les maisons d'éditions afin d'obtenir des exceptions basées sur le financement.

Keywords / Mots-clés

copyright, publication, addendum

droit d'auteur, publication, addenda

Introduction

The Tri-Agency Open Access Policy (Government of Canada, 2015) has changed the open access (OA) landscape for researchers across Canadian institutions. The policy requires authors to make any peer-reviewed publications resulting from Tri-Agency-funded grants available OA 12 months after publication. The policy is an unfunded mandate, meaning that additional grant money is not provided to meet the requirements. Costs incurred publishing in OA outlets are borne by the researcher. As a result, researchers are now exploring how to comply. They have three options:

- publish the article OA immediately in a hybrid or fully OA journal, often at a cost;
- publish in a journal with open archives, in which the archives are openly accessible by 12 months after publication; or
- publish in a journal that allows self-archiving within 12 months of publication.

Publishing in an OA journal is often not a feasible option, because any number of publications can result from a single grant, and according to Pieper et al. (2021) as documented in the OpenAPC data set,¹ the average article processing charge (APC) from 2017 to 2019 was \$2959 Canadian dollars. However, as of February 2021, 72% of journals indexed by the Directory of Open Access Journals (DOAJ) did not have APCs (DOAJ, 2020). Finding a journal with open archives is difficult (Regier, 2017), which makes it an unreliable strategy for complying with a funder mandate. The issue remains that a researcher does not choose a journal based on APC price or the availability of the journal's archives; they assess the fit and prestige of a journal, and these elements tend to have priority due to their ties to tenure and promotion processes (Langin, 2019; McKiernan et al., 2019; Odell et al., 2017). This is further complicated by the oligopolistic nature of scholarly publishing, in which most of the power is concentrated in five major players, all of whom are for-profit entities that stand to gain from adding the APC market to their traditional subscription model (Khoo, 2019; Larivière et al., 2015). Overall, self-archiving has become the option that many libraries recommend, including all of the libraries in the U15 Group of Canadian Research Universities (U15, n.d.), a collective of fifteen research-intensive universities in Canada. See Appendix A for the information they provide.

As part of recommending self-archiving, librarians have conversations with researchers about how to accomplish this goal legally. Approximately 28% of journals published by large publishers² have embargo periods that do not meet Tri-Agency Open Access Policy requirements (Byl, 2020). When selecting an alternate journal is not possible, librarians recommend negotiating agreements. One method of negotiating an agreement involves using an author addendum, which is a legal instrument designed to be attached to the publisher agreement to ensure the author retains their rights. Several organizations have made author addenda available, such as the Massachusetts Institute of Technology's (MIT, 2009) Amendment to Publication Agreement, those

¹ OpenAPC data was limited to the last three full years (2017-2019), averaged, and then translated to Canadian dollars from Euros.

² Publishers included: Elsevier, Cambridge, Oxford, Sage, Springer, Taylor & Francis, Wiley.

offered by the Creative Commons (n.d.) Scholar's Copyright Addendum engine, the Scholarly Publishing and Academic Resources Coalition (SPARC, 2006) author addendum, and the Canadian Association of Research Libraries (CARL, 2019) updated Canadian SPARC author addendum. All U15 institutions suggest use of the SPARC author addendum as a way to retain important rights under copyright³. Ten of 15 institutions suggest the addendum to researchers as an end in itself. These 10 institutions use language that focuses on using the addendum to retain rights, without providing context about the practicalities of doing so. For example, only Queen's and the University of Manitoba suggest using the addendum as a tool for negotiation, and only Queen's and McGill give detailed instructions for using the addendum during the publication process. None of the U15 institutions provide evidence that using an addendum works, either through anecdotes based on individual successes or publisher statements indicating acceptance.

Given the number of journals that do not allow self-archiving that complies with Tri-Agency OA policy, that researchers have limited options to comply, and that libraries suggest using an author addendum to negotiate for the right to self-archive, this paper seeks to investigate the following questions:

- 1) Do authors use addenda (e.g., the SPARC [2006] addendum) to retain copyright when publishing?
- 2) Do authors negotiate their rights with publishers?
- 3) Are publishers willing to negotiate copyright agreements?
 - a. If yes, are publishers willing to accept author addenda as part of negotiations?

History and Literature Review

According to the list of author addenda recorded in Open Access Directory ("Author Addenda," 2020) as part of the Open Access Tracking Project, the first author addendum was created by the Indiana University-Purdue University Indianapolis (IUPUI; Crews & Wong, 2004). SPARC released their addendum in March 2005, and CARL released a Canadian version in August 2007.

Though there are many motivations for negotiating copyright with a publisher, chief among them over the past 15 years have been funder policies. In January 2008, the Canadian Institutes of Health Research (CIHR, 2013) OA policy came into effect; it required peer-reviewed journal publications resulting from CIHR funding to be made OA within 12 months of publication. The CIHR policy represented the first OA funder mandate in North America. Similarly, the U.S. National Institutes of Health (NIH, 2021) Public Access policy came into effect April 2008 and required that

all investigators funded by the NIH submit or have submitted for them to the National Library of Medicine's PubMed Central an electronic version of their final,

³ As evidenced by suggestions for retaining rights on various library websites and guides. See Appendix A for the list of sources.

peer-reviewed manuscripts upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. (para. 1)

These policies are now two among many, including the Canadian Tri-Agency Open Access Policy, created by the National Sciences and Engineering Research Council (NSERC) and the Social Sciences and Humanities research Council (SSHRC) in conjunction with CIHR (Government of Canada, 2015). As of 2020, 148 funders are tracked by Jisc's (n.d.) SHERPA Juliet database; of these, 70% require OA archiving. Of the funders tracked in SHERPA Juliet, 86% of Canadian funders, 75% of U.S. funders, and 67% of U.K. funders require OA archiving.

Library practices related to author addenda were included in the American Research Libraries' (ARL) *Author Addenda* SPEC Kit in 2009, just a year after the first funder OA policy came into effect (Fischer, 2009). Fischer (2009) surveyed 123 ARL libraries, and 70 libraries responded to questions about use, endorsement, and promotion of author addenda on their campuses. Most participants (77%) indicated that they did not collect information about the use of author addenda on their campuses, so survey responses were based on anecdotal knowledge. Though one could argue that addenda had not had enough time to gain popularity, survey respondents indicated that little success was reported using addenda. The anecdotes provided are telling, however. Of the 27 "frequently asked questions" reported,

- three dealt with fears that the publisher would reject the author's work if they asked to use an addendum;
- two asked if publishers are known to accept addenda;
- four asked what happens if a publisher rejects an addendum, and
- three asked how click-through-based systems affect the process.

Fischer (2009) further reported that "an informal look at a sampling of ARL libraries' scholarly communication Web sites did not turn up many answers to these questions, suggesting a need for these to be answered by the library community" (p. 16). Based on the information in Appendix A, U15 institutions still do not provide answers to these questions. In addition to the information provided by ARL and on U15 websites, published research on author addenda also speaks about addenda using an "end in itself" approach. The Canadian Association of University Teachers (CAUT, 2008), Charbonneau and McGlone (2013), Horava (2011), and Leary and Parker (2010) all discussed author addenda as something available to retain authors' rights but without further context. For example, Charbonneau and McGlone (2013) discussed librarians helping authors by "providing access to ... the SPARC author addendum" (p. 24), which, while valuable, does not address authors' concerns about submitting or answer their questions about how to use the addendum in the publishing process.

Research on Copyright Knowledge and Behaviours in Publication

Several surveys about researcher copyright knowledge and behaviours provide context about whether a researcher would use an author addendum. Austin et al. (2008) found

that 87% of their participants agreed to all of their publishing agreements, regardless of the terms, with 52% of participants stating that “the need to publish for the purpose of promotion outweighs the need to negotiate agreements” (p. 39). Charbonneau and McGlone (2013) completed a study of 94 NIH-funded researchers at a large academic institution and found that 97.8% of participants signed their agreements as-is. In a study of University of Toronto faculty, Moore (2011) found that 93% of faculty usually signed their copyright contracts as-is, and that of those faculty, 32% did not read the contract at all. Similarly, Odell et al.’s (2014) study of faculty at IUPUI found that 96% ($n = 233$) had not negotiated copyright terms in publication. The main reason participants at IUPUI gave for not negotiating was that they had not thought about it (49%), followed by uncertainty about the “how” of negotiating their rights (17.5%), and the need to publish in that particular journal for their tenure and promotion (15.4%) (Odell et al., 2014). LaFlamme (2017) interviewed 10 researchers from Rice University and reported that none of them had ever negotiated their publishing agreements. Some interviewees thought it was impossible to negotiate agreements; others pointed to needing legal advice, and others cited pressure to publish as a reason to sign the agreement to cross “the last hurdle” (LaFlamme, 2017, p. 3).

In addition to evidence regarding researchers’ lack of negotiation, research to date has found that publisher copyright policies do not necessarily impact researchers’ use of their work. This may be due to researchers not correctly understanding their agreements. In a study of researcher comprehension of copyright transfer agreements (CTAs), Kohn and Lange (2018) found that most participants demonstrated low comprehension of author rights, with an average of only 33% of participants interpreting CTA text correctly. Charbonneau and McGlone (2013) concluded that “the failure of faculty to examine their author agreements raises questions about the policy’s impact on such agreements” and indicated that future research was necessary in this area (p. 24). This was borne out in LaFlamme’s (2017) study, in which one of the participants stated, “I’ve just never heard of anybody ever getting in real trouble for breaking any of these publishing things” (p. 3). Antelman (2006) and Covey (2009) found that publisher policies did not influence the decision to archive or the version of the work that was archived, connecting archiving choices to disciplinary practices more than to researchers following their agreements. Morris (2009) compared what researchers thought they could do based on their agreements with what publishers allowed. Morris found that authors tended to underestimate what publishers allowed them to do. For example, less than 40% of authors thought they could always or sometimes incorporate their work into their own subsequent works, while 80% of publishers allowed this. Morris also found that researchers overestimated publishers’ allowances with the published version when it came to self-archiving, with more than half of researchers believing they could always or sometimes self-archive the published version. This finding was replicated by Jamali (2017), who found that 51.3% of papers ($n = 201$) uploaded to ResearchGate were non-compliant with publisher policies, and of those, 97.5% involved use of the publishers’ PDF version.

The aforementioned studies have made several recommendations for improving researcher knowledge of copyright in the publication process. Morris (2009)

recommended to publishers that they should move toward standard language when labelling article versions and label such versions more clearly when communicating with researchers, including placing language about their terms of use directly in the PDFs. Kohn and Lange (2018) agreed that language in agreements could use improvement and suggested that based on their findings, movement toward explicit language would be preferable. They also suggested that librarians should engage in more efforts to help researchers understand the language of CTAs (Kohn & Lange, 2018). When researchers were asked what would help deal with copyright in the publication process, Moore (2011) found that 72% wanted “precise instructions and examples;” 63% desired “advice and support of their institution,” and 39% wanted to be reassured that the journal would not penalize them for refusing to sign (p. 79). Odell et al. (2014) used a similar question in their study and found that IUPUI authors desired the same kinds of supports, with 65% wanting “precise instructions and examples” and 61% desiring “advice and support of their institution” (p. 17).

In summary, studies have shown that most researchers do not negotiate their agreements. Many of these researchers simply do not read their agreements; others do not understand them, and others fear penalties for pursuing negotiation. Overall, copyright agreements in publishing are an environment that the average researcher finds difficult to navigate.

Research on the Use of Author Addenda

A literature search was conducted in Google Scholar and Library and Information Science & Technology Abstracts (LISTA) to find evidence of the effectiveness of author addenda. LISTA was chosen as the library scholarship database to which the author had access. The author thought that librarians would be the primary group of researchers focusing on the use of author addenda. Google Scholar was chosen to capture a broader scope of literature, including content from publisher perspectives, especially grey literature. Austin et al. (2008) surveyed academic and research staff at all Australian universities. They received 509 responses, a response rate of 6.1%. The study objectives centred on developing a better understanding of authors’ perceptions of publishing, their rights as authors, and OA. They found that 17% ($n = 87$) had used addenda, and of these, 91% ($n = 79$) had succeeded in having their addenda accepted by the publisher. In addition, Moore (2011) found that of 473 faculty members, 7.2% ($n = 34$) had modified the terms of their agreements. Of those, 12 indicated that they had used the SPARC author addendum. Moore (2011) did not ask participants if publishers accepted the addendum but did note that of the 34 faculty who sought modification, some of them indicated in the comments that they were refused.

This author’s experience has been that much of the work of negotiation is documented informally. For that reason, the author looked at conversations on the [Association of College & Research Libraries \(ACRL\) Scholarly Communications listserv](#) and used the search function to find results in the archive. From 2003 to 2019, five questions have been asked about the use of author addenda. All of these questions have asked for list users to share their experiences or knowledge of addenda being used, with a view to the end result; what did using an addendum look like in practice? For example, were

authors being rejected outright for suggesting addenda? Few responses were received, but of those, some provided anecdotes of acceptance or of using an addendum as a negotiation tool. Several responses indicated that it would be helpful to have some way of gathering and sharing this information to document experiences with different publishers.

To that end, a few scholars have documented the negotiations that they underwent when they wanted to make their work OA. Perakakis (2015) described the process of negotiating with Springer. His process involved removing language from the standard contracts and, when that was rejected, suggesting the European Commission addendum. In this case, the publisher agreed to allow him to publish the accepted manuscript OA immediately after publication instead of after their regular 12-month embargo. Vandegrift (2013) described the process of negotiating with Taylor & Francis. He proposed amendments to the contract via addendum, and Taylor & Francis responded line by line to the proposals. In their response they stated, “While in some cases [we] do agree to addenda, we will never recognize an unsigned or unilateral addendum. Such addendums are not fair to both parties” (“Win #1” section). Regardless, the publisher agreed to many of the changes Vandegrift requested, including that the article could be made OA immediately after publication. In a presentation to the Association of Canadian College and University Teachers of English, McCutcheon (2019) explained that his experience negotiating with a journal is that

they tend to adopt a “take it or leave it” position: do you want your piece published or not? And to be honest I usually take it, because yes, I do want my piece published. A publication is, among other things, a crucial career-advancing instrument, a CV line for promotion and tenure purposes. (para. 9)

Publisher Response to Author Addenda

Aside from Thatcher (2008), no published research or commentary seems to be available to present the publisher view on addenda. Thatcher spoke from a university press perspective and presented several arguments for why publishers would be reluctant to accept author addenda, chief among them concern about the scalability of negotiating bespoke agreements with individual authors. However, scholarly publishers have shared their perspectives on self-archiving and copyright agreements in other ways. The Publisher’s Association (personal communication, June 6, 2017⁴) released a response to the Scholarly Communications License (SCL), an opt-out-style OA policy with waivers available for researchers needing embargoes, stating that the SCL would, among other things, “impose a very significant administrative burden” on all involved parties and “[undermine] the ability of publishers to earn back their investment in editorial services and journal development” (p. 1). The International Association of Scientific, Technical & Medical publishers (STM), the Professional and Scholarly Publishing division of the American Association of Publishers (AAP), and the

⁴ This information was retrieved from the Publisher’s Association website at the time of writing and has since been removed. The author has a copy of the original document, available on request.

Association of Learned and Professional Society Publishers (ALPSP) issued a joint statement on addenda in 2008, which focused on the flexibility of current publisher agreements, stating that “authors already have many of the rights sought in copyright addenda” (p.1). In an earlier, separate statement, this same group raised concerns about the growing trend of funders acting to control distribution and access to articles that resulted from funding (STM et al., 2007). These organizations recognized the importance of the public interest in publicly funded research, but they were “concerned about the potential to waste monies with unnecessary duplicate systems, confuse the scientific record, and undermine journal revenue” (p. 3). Considering the large collective membership of these organizations,⁵ it seems clear that publishers did not view addenda as an acceptable solution from the start. However, there has been some progress with publisher copyright policies; according to Gadd and Covey (2019), publisher self-archiving policies have become more flexible regarding self-archiving, with a 12% increase in the ability to self-archive in some format between 2004 and 2015. Overall, though, publishers continue to resist the idea of author rights retention. After this study was conducted, cOAlition S, a consortium of research funding organizations in Europe, released their *Rights Retention Strategy*, in which authors of research articles assert a Creative Commons license on the manuscript they submit to the journal (cOAlition S, 2020). This practice would enable immediate deposit to an institutional or subject repository upon publication, circumventing publisher requirements for embargoes on deposit. ALPSP (2020) released a response to the *Rights Retention Strategy* in which they continued to focus on the need for embargoes to “recoup the costs of publication through sales” (para. 6).

Methodology

Researchers

An online survey was used to assess researchers’ knowledge of author addenda, their rights as authors, and their negotiation practices with publishers. Ethical approval was obtained from the University of Waterloo and McMaster University. U15 institutions were targeted for this project because in Canada, the U15 schools represent 80% of competitive university research and receive 79% of competitively allocated research funding (U15, n.d.). In order to reach researchers at these schools, the author contacted faculty, graduate student, and postdoctoral associations and asked them to share the survey with their members. Several institutions were unable to send the survey due to association policies against sending such surveys, concerns about Canada’s Anti-Spam Legislation, or the survey’s lack of availability in French. In response to these limitations and to expand the reach of the survey, members of the ABC Copyright listserv were also asked to share the survey, and the survey was translated into French. The ABC Copyright listserv was chosen because it is largely populated by copyright workers at Canadian postsecondary institutions, including copyright librarians and officers. The list was created as a space for copyright workers to ask questions of each other and to share updates about the Canadian copyright landscape. The survey was available from

⁵ These organizations have approximately 617 members based on numbers from their respective websites.

November 2018 to October 2019. No reminders were sent. Access to the survey was provided using Qualtrics, a web-based survey tool, and responses were collected anonymously. The survey tool can be found in Appendix B.

Publishers

To assess publishers' knowledge and acceptance of author addenda, a set of interview questions was developed, and email invitations and a recruitment letter were sent in Winter 2019 to the following organizations:

- Elsevier
- Springer
- Wiley
- Taylor & Francis
- Cambridge
- Oxford University Press
- IEEE
- ACM
- ACS
- SAGE
- ALPSP
- STM
- Society for Scholarly Publishing (SSP)

Ethical approval was obtained from the University of Waterloo and McMaster University. For individual publishers, publisher sales representatives known to the author were asked to direct the author to the best contact for the research topic. Publisher sales representatives directed the request for interview and the information letter to the individual they thought was best positioned to participate in an interview. For publishing organizations, such as ALPSP, the author looked for a suitable representative on their respective websites, focusing on individuals responsible for member communication. The publisher representatives who elected to participate were assured that their identities and the identities of their organizations would be kept confidential. Calls with publisher representatives were scheduled, and notes were taken to record answers with the two publishers that agreed to participate. The list of interview questions can be found in Appendix C.

Results

Researcher Results

Due to small sample sizes, Fisher's exact tests were used throughout the below analysis. The author relied on guidance from McDonald (2014) regarding the process of conducting the test and the recommended sample sizes required for chi-square tests. Calculations were completed using the calculator provided by Kirkman (1996).

Of the 89 participants who responded to the question, “What is your current position?,” 34 identified as postdoctoral researchers, 30 identified as professors, 21 identified as graduate students, two identified as instructors, one identified as a research assistant, and one identified as a research associate. A Fisher’s exact test showed that there was no relationship between an individual’s position and awareness of addenda ($q22$, $p = 0.294$) or between an individual’s position and likelihood to examine a publishing agreement ($q14(1)$, $p = 0.634$).

Eighty participants responded to the question, “How many peer-reviewed publications have you published in the last five years?” On average, participants had published more than 12 articles in the last five years (mode: 5, median: 8). Information was collected on institutional affiliation and primary area of research in order to test for a relationship between affiliation or research area and addenda use, but, given the low response rate and the even lower number of participants who identified using addenda, using this information would be neither statistically significant nor ethically prudent.

Participants were asked if their research was grant funded, and if so, they were asked for the name of the granting organization. The question was phrased as “Were you required by your grant funding to make your research open access?” This could have been interpreted as being related to grant funding for research positions instead of for the research project, and this may have influenced graduate or postdoctoral researchers’ answers. For that reason, graduate students’ and postdoctoral participants’ results have been removed from analysis of responses to this question. All of the participants who said they were “Professors” or “Researchers” ($n = 22$) indicated that they were funded by a Tri-Agency funder. Of those 22 participants, 10 were incorrect about their requirement to make their research OA, with 5 answering “No” and 5 answering “Not sure.” There was no relationship found between professor or researcher understanding of their OA obligations (answering “Yes” to the question about OA requirements) and examining publisher agreements ($q14(1)$, $p = 0.354$). There was no relationship found between knowledge of OA requirements and awareness of author addenda ($q22$, $p = 0.481$).

Participants were asked to indicate their agreement with the following statements:

- “I try to negotiate publishing agreements.”
- “I tell publishers when I am dissatisfied with their agreement.”
- “I don’t understand the terms of publishing agreements, but I agree anyway.”
- “I examine publishing agreements before agreeing to them.”

Of the 76 participants who responded, 64 participants (84.2%) indicated that they never try to negotiate publishing agreements, and 60 (78.9%) indicated that they never tell publishers when they are dissatisfied with an agreement. However, 60.5% of participants indicated that they examine publishing agreements before agreeing most of the time ($n = 21$) or always ($n = 25$). Thirty-one participants (40.7%) indicated that they did not understand the terms of their agreements but agree anyway most of the time ($n = 21$) or always ($n = 10$). See Figure 1 for responses to these questions.

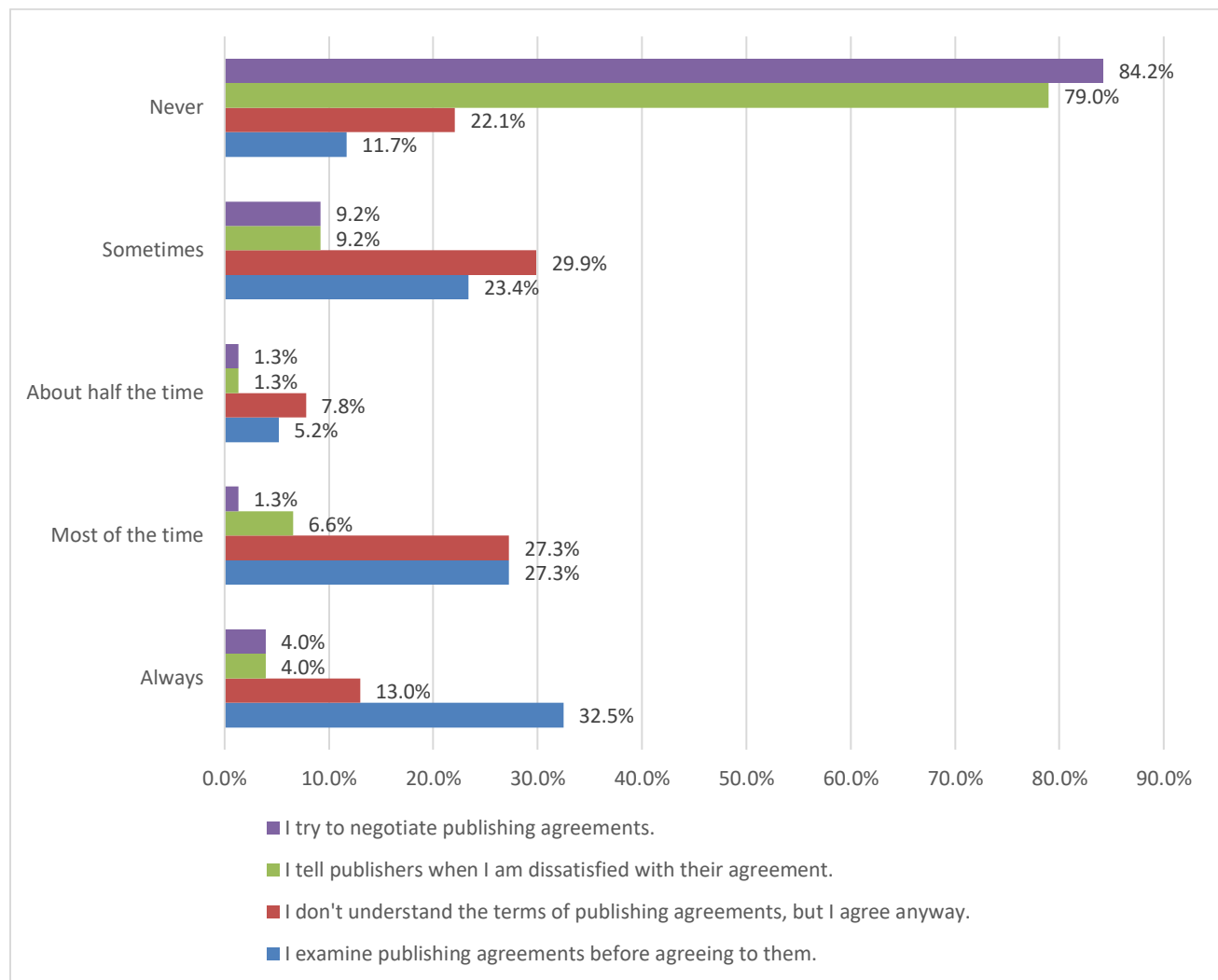


Figure 1. Participants' engagement with publishing agreements

Most participants (86.4%, $n = 70$) were unaware of the existence of author addenda before participating in this study. A Fisher's exact test was conducted and revealed no link between career length ($q18$) and awareness of author addenda ($q22$, $p = 0.835$) or between researcher career stage and awareness ($p = 0.294$). Participants were asked separately why they had not used addenda before; they were allowed to select more than one option. Seventy participants answered this question. Only 27 participants selected just one reason for not using an addendum; in these cases, the reason was either "I wasn't aware it was an option" or "The publisher agreement was satisfactory." Most participants selected multiple reasons for not using addenda. Thirty-seven indicated they did not think publisher agreements were negotiable; 13 indicated they thought the publisher would reject their work if they tried to negotiate; 12 indicated that negotiating seemed like a waste of time, and 18 indicated the publisher agreement was satisfactory. Four participants selected other reasons, two of whom indicated that they did not need to use an addendum; the others indicated that their principal investigator did this work on their behalf (see Figure 2).

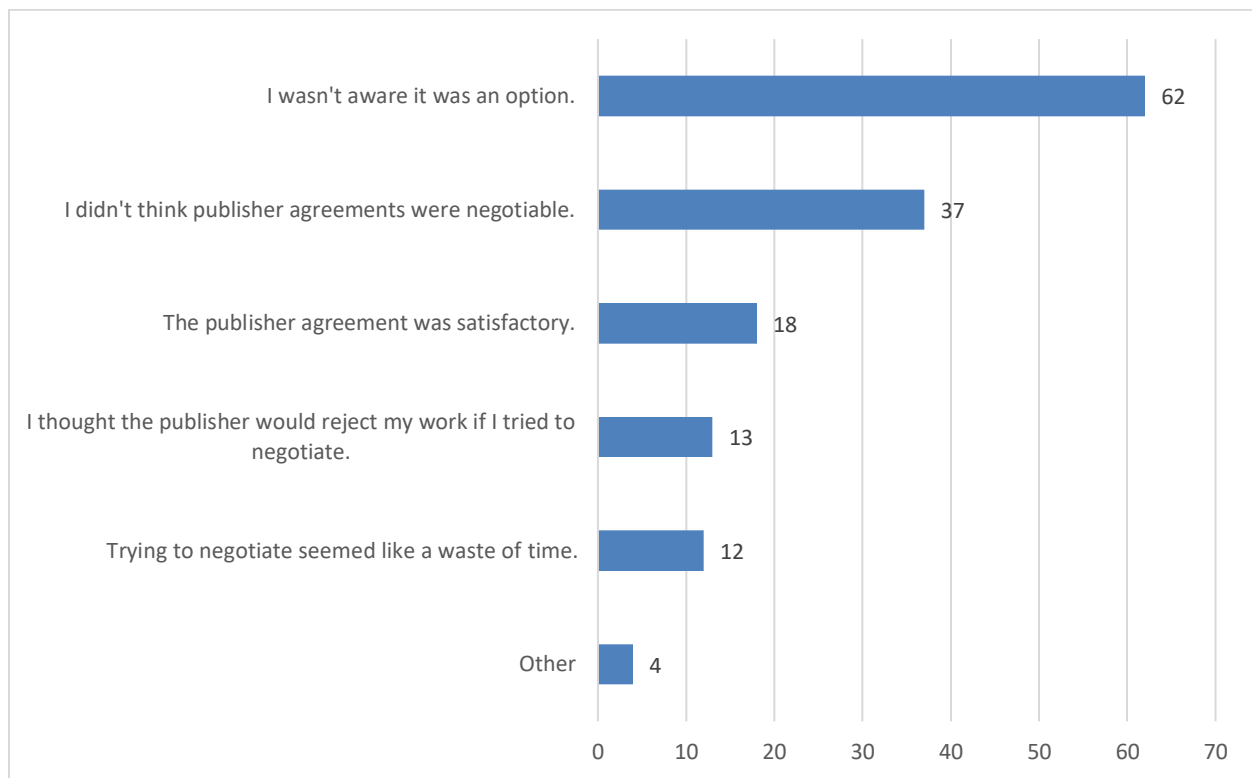


Figure 2. Reasons why participants had not used addenda (Select all that apply)

Eight participants indicated being aware of author addenda before taking the survey. Of these eight, five had learned about addenda from a librarian, one from a colleague, one from a class, and another from their university copyright website. Only three of the eight had used author addenda in their publishing experience. In two of the three cases, the publisher accepted the addendum. In the third case, the participant indicated that the publisher did not accept the addendum, but that it was a starting place for negotiating the agreement.

Participants were asked to rank four choices to answer the question, “What could your library or institution do to support your understanding of copyright in publication?”:

- Offer workshops on author rights
- Provide legal help with reviewing copyright agreements
- Make their policy on copyright in publication known
- Make their policy on copyright in publication easier to understand

The responses “Make their policy on copyright in publication known” and “Make their policy in copyright in publication easier to understand” were removed from the analysis because the wording was unclear and could lead to a variety of interpretations. For the other two options, of the 78 respondents, over 74% selected “strongly agree” or “somewhat agree.”

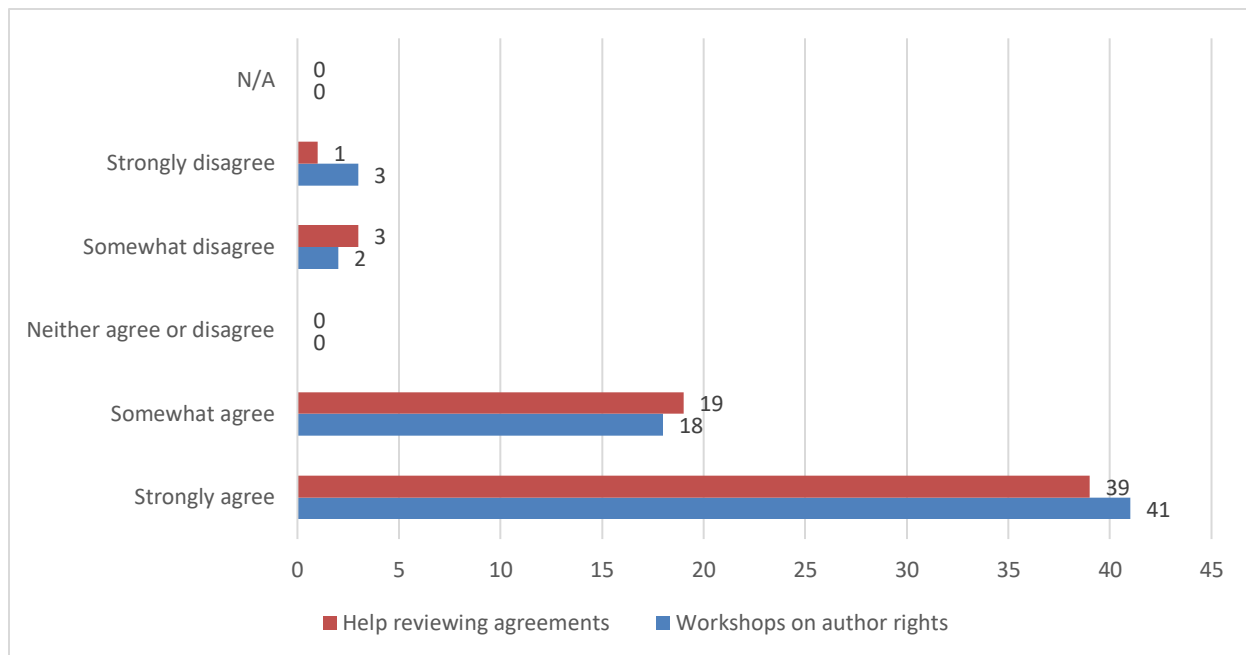


Figure 3. What could your library or institution do to support your understanding of copyright in publication?

Publisher Results

Ten publishers were sent requests to participate in interviews about their practices regarding copyright and author addenda. Three large academic publisher organizations were sent requests to distribute an invitation to participate to their publisher members. Of the 13 publishers or publishing organizations, two publishers participated. The majority (six) of the publishers did not respond to interview requests. Of those who did respond, two publishers agreed to interviews, and two publishers did not feel comfortable speaking on the topic publicly.

The participating publishers (hereafter referred to as Publisher 1 and Publisher 2) were asked questions about the copyright process that researchers must go through to publish an article. Both confirmed that copyright transfer happens via a click-through agreement in an online publication system. They were asked how they help authors navigate the copyright aspects of their system. Both described the importance of authors having early conversations with the journals about copyright, mainly so the publisher could guide them toward the correct option for their specific situation, particularly with regard to funding obligations. Though Publisher 2 indicated that copyright questions needed to be sent to a journal's production editor, the conversations with both publishers suggested that much of the process was automated. The author's understanding is that a researcher would need to contact their editor independently of the system. Publisher 1 explained that their manuscript system has information built in to help authors understand the terms of the agreement when it is presented to them. The system presents help text when users hover over specific elements of the agreement. Publisher 1 indicated that their manuscript management system has the

ability to upload addenda. Publisher 2 indicated that their customer support team is available to help authors navigate the online system, but the team is mainly dedicated to providing technical support. While both publishers were proud of the author rights guides on their websites, they acknowledged that the variety of funding requirements, institutional policies, and challenges posed by an increasingly collaborative working environment make it difficult to surface that information at the right time and in the right place and to provide language that everyone can understand. Publisher 1 put it this way: “How can we surface the right options at the right time and still make the process seamless?”

Regarding acceptance of addenda, both publishers confirmed that they do not accept the SPARC author addendum. Publisher 1 will accept certain addenda, such as the addendum created by the World Bank. Both publishers indicated that the SPARC addendum is not accepted because it is viewed as limiting reuse rights, such as publisher’s ability to sublicense. In addition, they were concerned about immediate release without an embargo. Both publishers spoke about research half-life (the time an article takes to reach half its total downloads [Kingsley, 2015]) and the importance of letting research reach that half-life before lifting an embargo. Neither publisher spoke directly about the definition of half-life, but the concept is important to the way publishers understand how long it takes them to recoup the costs of publishing a given article (Kingsley, 2015). Publisher 1 spoke about the large quantity of research they published, over 100,000 articles per year, and suggested that this volume does not allow for capacity to process bespoke agreements for individual researchers. Both publishers indicated that they thought the policies and agreements in place at their organizations made author addenda unnecessary. The publishers both suggested that very few authors attempt to negotiate their agreements. Publisher 1 estimated 1% of authors attempt to negotiate. Publisher 2 estimated “maybe a couple [authors] a week.” Without being able to provide numbers, the publishers indicated that of those authors who negotiate, very few attempt to use addenda.

Publishers were asked what they did to help researchers meet grant requirements; this question was asked with the Tri-Agency OA policy in mind. Both publishers were aware of the Tri-Agency OA policy, although Publisher 2 admitted that they had a murky understanding of the details. Publisher 1 indicated that they have made an exception to their traditional embargo policies to allow journals published in Canada an embargo of 12 months to align with the Tri-Agency OA policy. Publisher 1 agreed with the author’s assertion that many Tri-Agency-funded researchers publish in journals that are not published in Canada and would therefore not benefit from this exception. Publisher 1 indicated that in cases in which the embargo policy did not match the funding requirements, the author would be encouraged to submit to a paid OA option. Publisher 2 indicated that their main goal is a preventative one: to stop authors from having their papers accepted to journals in which the authors cannot meet their funding requirements. For example, Publisher 2 pointed to their author services site, which provides information about their license, their guide on article sharing, and the tool they provide to help researchers assess journals in relation to funder policy requirements. However, Publisher 2 indicated that they occasionally provide article processing charge

waivers for authors in these situations, and an author would need to contact their production editor for a waiver. Publisher 2 also indicated that their priority regarding copyright and self-archiving is to work on agreements with governments and funders and on read and publish agreements with libraries or consortia. When asked for anything the questions had missed, both publishers drew attention to their intentions. Publisher 1 stated, “It is our responsibility to help researchers publish,” and Publisher 2 stated, “The biggest challenge the industry faces is a them and us conception, mistrust of one another. ... It is not our intent to reduce authors’ ability to use their work.”

Discussion and Recommendations

Awareness of author rights and addenda continues to be an issue, regardless of new grant funding requirements (e.g., Tri-Agency OA policy) and efforts to draw attention to the importance of keeping those rights. In this study, 84.2% of participants indicated that they never tried to negotiate an agreement; this is similar to the findings of Charbonneau and McGlone (2013), Austin et al. (2008), LaFlamme (2017), Moore (2011), and Odell et al. (2014). Eighty-six percent of participants indicated that they were unaware of author addenda, though it should be noted that 62% of participants were early career researchers.

Of the 22 professor or researcher participants, 10 were on the wrong track to comply with their funders’ requirements to publish OA. Five indicated they did not have to publish OA, in clear contradiction with their funders’ policies. There was no relationship between knowledge of an OA requirement and reviewing publisher agreements; researchers with this knowledge were just as likely to review agreements as researchers without it. Given that 84.2% of participants indicated that they never try to negotiate agreements, it appears that researchers rely on either: (a) journals with policies that fall into the accepted embargo range for their funders or (b) a lack of compliance tracking by funders. There was no relationship between knowledge of funder requirements and awareness of author addenda in this group of participants; this suggests that funder requirements may not provide motivation to seek out negotiation tools.

The small sample size of publishers limits the applicability of this research to a broader group. More research is needed to verify and build on these findings before taking any action. However, although only two publishers participated in this study, both represent large multinational operations. The fact that both publishers are unwilling to accept the SPARC addendum indicates that information professionals might want to revisit the suggestion of this addendum as a solution for retaining rights. This finding is not surprising given the industry-wide response to author addenda and OA policies (ALPSP, 2020; STM et al., 2007, 2008) that centres publishers’ concern for maintaining the for-profit model and explicitly references how these policies will harm their bottom lines.

Over 10 years of research shows that researchers are not reviewing or negotiating their publishing agreements. Various information collected via this study indicates that author

addenda are not likely to be used, because researchers do not read or negotiate their agreements, and that at least two publishers are unwilling to accept them. Over 74% of participants want workshops and legal assistance reviewing agreements; these findings align with the recommendations requested in studies done by Moore (2011) and Odell et al. (2014). Libraries and their institutions could improve current levels of service by offering these services in combination with their universities' legal counsel, where available.

It may be beneficial for librarians to focus efforts on teaching researchers how to identify journals that match their funders' requirements and to encourage researchers to talk about the requirements early on in conversations with their publishers. Highlighting that these agreements are negotiable is still important because 28% of journals' policies still are not compliant, and researchers are unlikely to stray from selecting relevant major journals in their fields based on copyright policies. However, librarians could encourage researchers to ask their editors directly for what they want instead of suggesting researchers use addenda.

It is important to note that neither publisher indicated that they inform researchers of the option to negotiate. This is likely due to the same factors publishers referenced when explaining why they do not accept addenda, such as workflow issues. Automated manuscript systems are in place to help minimize the amount of human intervention needed in the publishing process; if a significant number of researchers started contacting editors asking to negotiate agreements, there could be pushback on this practice as well. In addition, for publishers that offer a hybrid OA option, authors negotiating their agreements may decrease potential profits made on APCs. For example, for-profit publishers' business models may not allow for negotiation around embargo periods because publishers would direct authors to the gold OA option that requires payment of an APC.

Kohn and Lange's (2018) recommendation to train researchers on how to read agreements is key to ensuring that researchers can negotiate properly. If a researcher cannot understand what the text of an agreement says, it will be near impossible for them to be an effective negotiator. While some institutions suggest addenda as a negotiation tool, it seems more efficient to remove the step of sending addenda if the end goal is to have conversations with journal editors about the rights needed to accommodate funder requirements. While an addendum can be a good tool to start the conversation, both publishers in this study and LaFlamme (2017) recognized that a one-size-fits-all addendum does not make sense. Teaching researchers that addenda are an easy way to negotiate with publishers does not serve researchers well; this teaching often does not address the nuances of the negotiation process. This is further complicated by the power imbalance created when researchers, who generally do not have negotiation training, enter negotiations with publishers who have more power in the interaction and are more likely to have experience or training in negotiation.

As information professionals, librarians need to underscore the importance of evaluating copyright information as part of the publishing process. Libraries and library

organizations might consider working more closely with publishers on these efforts, particularly to encourage publishers to make it immediately clear to researchers whether their journals' policies allow researchers to comply with funder requirements. Both publishers acknowledged that the various elements at play in the current publishing environment make it difficult to surface copyright and open access options. This is something that libraries struggle with regularly regarding their own services and expertise, so there may be an opportunity to collaborate or, at least, to learn from the challenges publishers face in their systems.

Given that librarians and library organizations understand researcher knowledge and behaviour regarding copyright in publishing, they might be better placed to have conversations with publishers and the Tri-Agency about negotiating exceptions to publication policies for researchers with funding. These exceptions could look something like the arrangements publishers, such as Wiley (n.d.), Springer (n.d.), Taylor & Francis (n.d.-a), and Elsevier (n.d.-b) have made with the NIH to make OA deposit easier for NIH-funded grant recipients. Taylor & Francis (n.d.-b) and Elsevier (n.d.-a) also have webpages describing agreements or arrangements they have with a variety of publishers. National consortia, such as the Canadian Research Knowledge Network (CRKN), might be a good avenue for librarians to engage national funders in conversation about agreements with publishers for reduced embargo policies for Tri-Agency-funded researchers. CRKN already negotiates 54 licenses for Canadian universities, including licenses with all five major publishers. CRKN's (n.d.) mission is to "[advance] interconnected, sustainable access to the world's research" ("Mission" section), and one of its value statements is to "advocate for fair and sustainable access to public research and content" ("About" section). CRKN (2016) also shows its dedication to helping authors comply with OA requirements by including a right-to-deposit clause in their model license. Given the relationships CRKN has built with libraries and publishers, their mission, and the efforts they have already started with changes to their license, the organization seems well placed to represent institutions in conversations with publishers and national funders.

Limitations

Sample Size and Representation

The sample size was small and, therefore, does not provide generalizable data about researcher knowledge and behaviours for U15 institutions. Because the survey was originally distributed without a French-language option, participation was limited to English speakers. The survey was eventually sent out in French, but no responses were received to the French-language survey. Participation was also limited due to recruitment mechanisms. The survey was first sent through faculty, graduate student, and postdoctoral researcher associations, many of which were reticent to send surveys to their members due to anti-spam legislation or because they had internal policies regarding survey distribution. This means there was no participation from some of the selected institutions. Graduate student and postdoctoral associations were more responsive to the request to distribute the survey, and, as a result, 62% of respondents

were from these two groups. This means that most of the responses came from early career researchers, and the results do not represent the full spectrum of experiences across career paths.

As an attempt to broaden the reach, the author received ethics approval to expand recruitment to the members of the ABC Copyright listserv. A list of listserv members is not readily available, and it is hard to know which U15 members are a part of the listserv and whether they saw and acted on the message.

The publisher side of the research was also limited by sample size. The recruitment method of reaching out through sales representatives likely limited participation to publishers whose sales representatives have broad knowledge of the organizations' hierarchies and could facilitate transferring the author's request to the relevant representatives.

Data Collection Methods

Data about researchers were collected via an online survey instrument. Some of the survey questions were unclear and have been removed from the analysis, as noted in Appendix B. While some of the lack of clarity may be attributed to poor survey design on the author's part, there may be limitations caused by the online survey mechanism. The elements being investigated can be complicated to explain in enough detail in a survey instrument to ensure understanding, due to the changing terminology in the publishing world and researchers' limited knowledge of copyright and institutional policies.

Data about each publisher were collected through an interview with a publisher representative. This method may have limited participation to publishers with one representative who was identifiable as the authority in this area and felt comfortable speaking about their practices to a researcher. This individual may have been more likely to be a higher-ranking representative with greater demands on their time. In addition, because the topic related to publisher policies that are widely discussed in the scholarly communication world, and wrong or misunderstood answers could have negative impacts, participation may have been limited to publishers that were less risk averse. Interview participation meant that representatives did not have time to think deeply about their answers, so they had to be well-versed on their policies and practices to be able to represent them eloquently.

Future Research

Due to the limited sample size, more research should be done on researchers' use of author addenda and their copyright knowledge and behaviours. Future research should look beyond the U15 and beyond Canadian institutions because issues with using addenda are likely not nation specific. Studying populations more broadly would allow identification of trends connected to specific funding strategies or government policies. For example, consider the Plan S *Rights Retention Strategy* (cOAlition S, 2020), which encourages authors to retain rights and self-archive immediately. Research on how researchers experience the *Rights Retention Strategy* in their work with publishers

should also be conducted, given that the method of using a proactive Creative Commons license is new to the field.

Because anecdotes from researchers (McCutcheon, 2019; Perakakis, 2015; Vandegrift, 2013) and research by Austin et al. (2008) and Moore (2011) have shown that some researchers have had success negotiating agreements and using addenda, it would be useful to have more evidence to support other researchers in this process. This research should investigate authors' levels of success across publishing methods, such as examining possible differences between journal articles and books. Separately, it would be useful to provide a central source for researchers to document their experiences of copyright negotiation with publishers, as noted on the ALA Scholcomm listserv. To this end, the author has created an [online spreadsheet](#) (Byl, 2021) for tracking this information, and any author with the link can add their negotiation experiences to it.

To solicit more participation and improve ease of understanding, future studies might change the method of data collection. For researchers, using an interview method of data collection in which the author of the study and the researcher can form a joint understanding of the topics being discussed might improve the ability to delve into researchers' experiences of the publishing process and the situation at their institutions. For publishers, offering a survey instead of, or in addition to, the option to participate in a phone interview may be beneficial. The author noted that many publishers had difficulty identifying the correct person or department to which to refer the interview request. For example, should they refer to their OA representatives, the legal team, or editors? If a survey was offered, the publisher representatives could have collectively answered the questions and had them reviewed internally for accuracy before submitting. If the interview method is still desired, it might be best to collect a list of journal editors and ask for their perspectives because it seems that practices might vary by journal, even within a publisher, especially where scholarly societies have some control.

Conclusion

The limited evidence collected in this study suggests that researchers are not aware of author addenda, and that an individual's position makes them no more or less likely to be aware. There was also no relationship found connecting the OA requirements of grant funding to likelihood of examining publisher agreements or being aware of author addenda; that is, those with OA grant funding were just as likely as those without to examine publisher agreements and be aware of author addenda. Neither of the two multinational publishers interviewed for this study will accept the SPARC author addendum, and both indicated that addenda do not generally fit within their workflows, which are mainly conducted in online manuscript submission systems. More research is needed to explore how researchers and publishers deal with author addenda and to help librarians understand how best to help researchers navigate rights retention. Until we know more, librarians should consider recommending addenda foremost as negotiation tools rather than as solutions to rights retention.

References

- Antelman, K. (2006). [Self-archiving practice and the influence of publisher policies in the social sciences](#). *Learned Publishing*, 19(2), 85–95.
- Association of Learned and Professional Society Publishers. (2020, October 7). [cOAlition S and the Rights Retention Strategy – response from ALPSP](#).
- Austin, A., Heffernan, M., & David, N. (2008). [Academic authorship, publishing agreements and open access: Survey results](#). Queensland University of Technology.
- [Author addenda](#). (2020, February 5). In *Open Access Directory*.
- Byl, L. (2020). [Number of subscription journals produced by publisher, by embargo period length](#) (Version V1) [Data set]. Scholars Portal Dataverse.
- Byl, L. (2021). [Author rights negotiation results](#) [Data set].
- Canadian Institutes of Health Research. (2013). [CIHR open access policy](#).
- Canadian Association of Research Libraries. (2019). [Canadian author addendum to publication agreement](#).
- Canadian Association of University Teachers. (2008, July). [Retaining copyright in journal articles](#). *CAUT Intellectual Property Advisory*, 1.
- Canadian Research Knowledge Network. (n.d.). [About CRKN](#).
- Canadian Research Knowledge Network. (2016). [Model license](#).
- Charbonneau, D. H., & McGlone, J. (2013). [Faculty experiences with the National Institutes of Health \(NIH\) public access policy, compliance issues, and copyright practices](#). *Journal of the Medical Library Association*, 101(1), 21–25.
- cOAlition S. (2020, July 15). [cOAlition S develops “Rights Retention Strategy” to safeguard researchers’ intellectual ownership rights and suppress unreasonable embargo periods](#) [Press release]. European Science Foundation.
- Covey, D. T. (2009). [Self-archiving journal articles: A case study of faculty practice and missed opportunity](#). *portal: Libraries and the Academy*, 9(2), 223–251.
- Creative Commons. (n.d.). [Scholar’s copyright addendum engine](#).

- Crews, K. D., & Wong, D. (2004). [*Reserving rights of use in works submitted for publication: Negotiating publishing agreements*](#). Indiana University-Purdue University Indianapolis Copyright Management Center.
- Directory of Open Access Journals. (2020). [*Homepage*](#). Retrieved February 26, 2021.
- Elsevier. (n.d.-a). [*Funding arrangements*](#).
- Elsevier. (n.d.-b). [*National Institute of Health \(NIH\)*](#).
- Fischer, K. (2009). [*Author addenda*](#) (SPEC Kit 310). Association of Research Libraries.
- Gadd, E., & Covey, D. T. (2019). [*What does “green” open access mean? Tracking twelve years of changes to journal publisher self-archiving policies*](#). *Journal of Librarianship and Information Science*, 51(1), 106–122.
- Government of Canada. (2015). [*Tri-Agency open access policy on publication*](#).
- Horava, T. (2011, October 11). [*Copyright discourse in the academy: Values, policies, and technology*](#). *Academic Matters*.
- International Association of Scientific, Technical & Medical Publishers, Association of American Publishers Professional and Scholarly Publishing Division, & Association of Learned and Professional Society Publishers. (2007, May). [*Author and publisher rights for academic use: An appropriate balance*](#).
- International Association of Scientific, Technical & Medical Publishers, Association of American Publishers Professional and Scholarly Publishing Division, & the Association of Learned and Professional Society Publishers. (2008, March). [*STM/PSP/ALPSP statement on journal publishing agreements and copyright agreement “addenda.”*](#)
- Jamali, H. R. (2017). [*Copyright compliance and infringement in ResearchGate full-text journal articles*](#). *Scientometrics*, 112(1), 241–254.
- Jisc. (n.d.) [*Juliet statistics: An overview of the data held in SHERPA Juliet*](#).
- Khoo, S. (2019, June 4). [*The gold rush: Why open access will boost publisher profits*](#). *LSE Impact Blog*.
- Kingsley, D. (2015, October 16). [*Half-life is half the story*](#). *Unlocking Research: Open Research at Cambridge*.
- Kirkman, T. W. (1996). [*Exact rxc contingency table: How many rows? Columns? Statistics to use*](#).

- Kohn, A., & Lange, J. (2018). [Confused about copyright? Assessing researchers' comprehension of copyright transfer agreements](#). *Journal of Librarianship and Scholarly Communication*, 6(1), Article eP2253.
- LaFlamme, M. (2017). [After the addendum: Author rights management and/as library service](#). Rice University.
- Langin, K. (2019, July 25). [For academics, what matters more: Journal prestige or readership?](#) *Science Magazine*.
- Larivière, V., Haustein, S., & Mongeon, P. (2015). [The oligopoly of academic publishers in the digital era](#). *PLOS ONE*, 10(6), Article e0127502.
- Leary, H., & Parker, P. (2010). [Academic author rights: Knowing is more than half the battle](#). *TechTrends*, 54(3), 23–25.
- McCutcheon, M. A. (2019, June 21). [Who owns copyright in what you publish? Presented by Mark A. McCutcheon at #ACCUTE2019](#). Association of Canadian College and University Teachers of English.
- McDonald, J. H. (2014). [Handbook of biological statistics](#) (3rd ed.). Sparky House Publishing.
- McKiernan, E. C., Schimanski, L. A., Nieves, C. M., Matthias, L., Niles, M. T., & Alperin, J. P. (2019). [Meta-research: Use of Journal Impact Factor in academic review, promotion, and tenure evaluations](#). *eLife*, 8, Article e47338.
- Massachusetts Institute of Technology. (2009). [Amendment to publication agreement](#).
- Moore, G. (2011). [Survey of University of Toronto faculty awareness, attitudes, and practices regarding scholarly communication: A preliminary report](#). University of Toronto.
- Morris, S. (2009). [Journal authors' rights: Perception and reality](#). Publishing Research Consortium.
- National Institutes of Health. (2021, May 25). [NIH public access policy details](#).
- Odell, J., Dill, E., & Palmer, K. (2014, April 11). [Authors' rights to share scholarship: A survey of IUPUI faculty attitudes](#) [Poster presentation]. IUPUI Research Day, Indianapolis, IN, United States.
- Odell, J., Palmer, K., & Dill, E. (2017). [Faculty attitudes toward open access and scholarly communications: Disciplinary differences on an urban and health science campus](#). *Journal of Librarianship and Scholarly Communication*, 5(1), Article eP2169.

- Perakakis, P. (2015, September 9). [How to negotiate with publishers: an example of immediate self-archiving despite publisher's embargo policy](#). *Pandelis Perakakis*.
- Pieper, D., Broschinski, C., & Peil, V. (2021). [OpenAPC](#) [Data set]. Bielefeld University Library.
- Regier, R. (2017, August 18). [Bronze and delayed open access: What can we do about these? A Way of Happening](#).
- Scholarly Publishing and Academic Resources Coalition. (2006). [Author rights: Using the SPARC author addendum](#).
- Springer. (n.d.). [Funder compliance](#).
- Taylor & Francis. (n.d.-a). [Deposit agreements: National Institutes of Health \(NIH\)](#).
- Taylor & Francis. (n.d.-b). [Open access agreements](#).
- Thatcher, S. G. (2008). [On the author's addendum](#). *Journal of Scholarly Publishing*, 40(1), 97–115.
- U15 Group of Canadian Research Universities. (n.d.). [About us](#).
- Vandegrift, M. (2013, January 30). [Proof](#). *Micah Vandegrift*.
- Wiley. (n.d.). [Understand your funder's agreement with Wiley](#).

Appendix A

U15 Library Results Regarding Use of Addenda

Institution (link to source info)	Exact Language as Retrieved in February 2020 (bold text indicates directions on use)
University of Alberta	SPARC (the Scholarly Publishing and Academic Resources Coalition), has produced a web page that explains the issue of author rights and provides tips on how you can ensure that you secure your rights as an author as fully as possible. An addendum that can be attached to publication agreements tailored for Canadian authors is available on the site. In addition, there is a link to the English and French versions of the CARL (Canadian Association of Research Libraries) author rights brochure.
University of British Columbia	We urge you to retain your rights so you can reuse your work in the classroom, on personal websites, or in future publications. The following addenda can be inserted in your contract to retain rights such as reuse in teaching, or posting on a university website:
University of Calgary	Enables authors to retain select rights, such as the rights to reproduce, reuse, and publicly present the articles they publish for non-commercial purposes. Attach the addenda to your publisher agreement as a negotiation tool.
University of Saskatchewan	The Canadian Association of Research Libraries (CARL) has developed a set of tools to help walk authors through the process of identifying and negotiating ownership rights. The Author Addendum is a template you can fill in and attach to the agreement provided by the journal (or book) publisher to retain some of your rights. The guide gives the background info about how to best use the addendum template.
University of Manitoba	As an author, you always have the option to negotiate; the University of Arizona's brief guide of negotiation pointers and SPARC's author addendum template are resources you can add/use to assist in your negotiation.

Institution (link to source info)	Exact Language as Retrieved in February 2020 (bold text indicates directions on use)
Université Laval	When you sign a contract with a publisher, you can suggest adding an addendum , that is, a legal document that slightly modifies the contract so that you can keep certain rights ... You can use the Canadian Association of Research Libraries (CARL) model available in French and English. (Original source in French. English text retrieved using Google Translate.)
Dalhousie University	A key resource for retaining copyright is the Canadian Author Addendum to Publication Agreement, created by the Canadian Association of Research Libraries (CARL), based on the Scholarly Publishing and Academic Resources Coalition (SPARC) Author Addendum.
University of Toronto	How to retain your rights: When publishing new articles, attach an addendum to publisher agreements so that you can keep the rights to use and distribute your own works, Recommended resources: SPARC Canadian Author Addendum, CARL Guide to Using the Author Addendum, and the CARL Guide to Author Rights.
Western University	To assist you in retaining your rights , you may wish to consult Information for Authors from the Canadian Association of Research Libraries and then use the SPARC Canadian Author's Addendum to Publication Agreement.
University of Waterloo	Use the SPARC Author Addendum to retain important rights
Queen's University	Most publishers are willing to discuss copyright agreements with authors to enable them to meet the terms of funders' open access policies and to retain other rights. The Scholarly Publishing and Academic Resources Coalition, in partnership with Creative Commons, has produced a Canadian Author Addendum. This is a free, legal instrument that modifies the publisher's agreement and allows you to keep key rights to your articles. To retain valuable copyrights using the addendum: <ol style="list-style-type: none"> 1. Complete the short addendum at: SPARC Canadian Author's Addendum to Publication Agreement 2. Print and sign a copy of the addendum 3. Note in an email to your publisher the reasons why you have included an addendum to their standard agreement (specify any funders' requirements on

Institution (link to source info)	Exact Language as Retrieved in February 2020 (bold text indicates directions on use)
	<p>timely open access deposit, as appropriate)</p> <p>4. Forward this, along with a copy of the agreement to your publisher.</p>
University of Ottawa	<p>Use an author addendum.</p>
Université de Montréal	<p>[Translated from French] To avoid this, it is possible to add an addendum when signing the contract with your publisher. See the section "I publish an article: can I keep my rights, distribute elsewhere?" Under the "I am an author" page. In that section: An addendum to the publishing contract may also allow certain rights to be retained.</p>
McGill University	<p>If you are using an addendum, Science Commons provides this set of steps once you are ready to write back to the publisher with your requests:</p> <ol style="list-style-type: none"> 1. Print any relevant addendum (see below for examples), and sign and date it. 2. Sign and date the publisher's agreement. Immediately below your signature on the publisher's form, write: "Subject to attached Addendum." This is very important because you want to make clear that your signature is a sign that you accept the publisher's agreement only if the publisher accepts your Addendum. 3. Make a copy of all three documents (the publisher's form, your Addendum, and your cover letter) for your records. 4. Staple the three original documents together. 5. Email the three original documents to the publisher.
McMaster University	<p>A global coalitions [<i>sic</i>] dedicated to making Open the default for research and education. SPARC has created a brochure that includes information about copyright and author's rights as well as an addendum that you can use to modify your copyright transfer agreement.</p>

Appendix B

Researcher Survey

Author Addendum Conundrum - Researchers

Start of Block: About You - Researcher Demographics

Q1 What institution are you from?

▼ University of Alberta (1) ... Western University (15)

Q2 What is your current position?

- ☐ Instructor (1)
 - ☐ Research assistant (2)
 - ☐ Research associate (3)
 - ☐ Research fellow (4)
 - ☐ Postdoctoral researcher (5)
 - ☐ Adjunct professor (6)
 - ☐ Assistant professor (7)
 - ☐ Associate professor (8)
 - ☐ Professor (tenured) (9)
 - ☐ Graduate student (Masters or PhD) (10)
 - ☐ Other (please specify) (11)
-

Q18 For how many years have you been authoring scholarly works?

- ☐ Less than 1 year (1)

- ☐ 1 - 5 years (2)
- ☐ 6 - 10 years (3)
- ☐ 10 - 15 years (4)
- ☐ 16+ years (5)

Q3 What is the primary area of your research?

- ☐ Creative Arts (1)
- ☐ Computing (2)
- ☐ Business (3)
- ☐ Education (4)
- ☐ Engineering and Applied Science (5)
- ☐ Languages (6)
- ☐ Life and Physical Sciences (7)
- ☐ Law (8)
- ☐ Medicine (9)
- ☐ Humanities (10)
- ☐ Social Sciences (11)
- ☐ Math (12)
- ☐ Other (13) _____

End of Block: About You - Researcher Demographics

Start of Block: Your publishing experience

Q5 Copyright is the right to produce or reproduce a work, or substantial part of a work, in any format, or to publish a work if it is unpublished.

Q29 Do you own copyright to the research articles you author at your institution?

This question was excluded from the analysis as the wording was unclear and could lead to a variety of interpretations.

☐ Yes (1)

☐ No (2)

☐ Not sure (3)

Q10 How many peer-reviewed publications have you published in the last five years?

Q19 In the last five years what percentage of your publications were disseminated in the following media:

Journals : _____ (1)

Conference Proceedings : _____ (2)

Book chapters : _____ (3)

Other : _____ (4)

Total : _____

Q12 Was any of your research in the last five years assisted by the Canadian Government or other grants?

☐ No (1)

☐ Yes (2)

Skip To: Q9 If "Was any of your research in the last five years assisted by the Canadian Government or other grants?" = No

Q11 If your research was grant funded, who was your funding organization?

☐ Natural Sciences and Engineering Research Council (NSERC) (1)

☐ Canadian Institutes of Health Research (CIHR) (2)

☐ Social Sciences and Humanities Research Council (SSHRC) (3)

☐ Other (Please specify) (4)

Q13 Were you required by your grant funding to make your research open access?

☐ Yes (1)

☐ No (2)

☐ Not sure (3)

Q9 In the process of publishing your work, the publisher will require you to enter an agreement relating to the copyright in the item.

They may require you to transfer copyright or some of your rights under copyright to them. This process is usually done through a copyright transfer agreement or license to publish; a contract between you and the publisher about what rights the publisher will hold in the work, and what rights you will retain.

Q14 Please indicate your agreement with the following statements:

	Always (1)	Most of the time (2)	About half the time (3)	Sometimes (4)	Never (5)
I examine publishing agreements before agreeing to them. (1)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I don't understand the terms of publishing agreements, but I agree anyway. (2)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I tell publishers when I am dissatisfied with their agreement. (3)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

I try to
negotiate
publishing
agreements.
(4)

☐☐☐☐☐

Q21 Several organizations, including the Scholarly Publishing and Academic Resources Coalition (SPARC), have created author addenda (an attachment to the copyright agreement) that authors can use to retain the rights they need (including, but not limited to: the right to publish a version in an institutional repository, the right to publish as a book chapter, the right to use in teaching and future research).

You can learn more about the SPARC author addendum on this website:
<https://sparcopen.org/our-work/author-rights/>
(Link will open in a new window.)

Q22 Were you aware of author addenda before this study?

☐ Yes (1)

☐ No (2)

Display This Question:

If “Were you aware of author addenda before this study?” = Yes

Q23 How did you learn about author addenda?

☐ SPARC (1)

☐ A librarian (2)

☐ A colleague (3)

☐ Other (4) _____

Display This Question:

If “Were you aware of author addenda before this study?” = Yes

Q24 Have you ever used an author addendum when publishing your work?

☐ Yes (1)

☐ No (2)

Display This Question:

If "Have you ever used an author addendum when publishing your work?" = Yes

Q26 Did the publisher accept the addendum?

- ☐ Yes (1)
- ☐ No, but it started a negotiation of the agreement. (2)
- ☐ No, and they refused to publish my work. (3)
- ☐ No (4)

Display This Question:

If "Did the publisher accept the addendum?" = Yes

Q28 Do you recall which publisher(s) or journal(s) accepted the addendum? If yes, please record the name(s) in the box below. If you are entering more than one name, please separate them using a comma.

Display This Question:

If "Were you aware of author addenda before this study?" = No

Q27 You indicated you hadn't used an addendum before. Why not? (Select all that apply.)

- ☐ I wasn't aware it was an option. (1)
- ☐ I didn't think publisher agreements were negotiable. (2)
- ☐ I thought the publisher would reject my work if I tried to negotiate. (3)
- ☐ Trying to negotiate seemed like a waste of time. (4)
- ☐ The publisher agreement was satisfactory. (5)
- ☐ Other (6) _____

Q31 What could your library or institution do to support your understanding of copyright in publication?

Options 3 and 4 were excluded from the analysis as the wording was unclear for some of the options and could lead to a variety of interpretations.

	Strongly agree (1)	Somewhat agree (2)	Neither agree nor disagree (3)	Somewhat disagree (4)	Strongly disagree (5)	N/A (6)
Offer workshops on author rights (1)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provide legal help with reviewing copyright agreements (2)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Make their policy on copyright in publication known (3)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Make their policy on copyright in publication easier to understand (4)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

End of Block: Your publishing experience

Appendix C

Publisher Interview Questions

1. Can you share the procedure that researchers go through related to copyright when getting their research published with your organization?

Prompt: Is the system online only? Who can researchers contact for help? What if researchers don't agree with or don't understand the terms?

2. What does your organization do to help researchers understand their rights as authors?
3. Are you aware of the Tri-Agency Open Access Policy?

If No – explain Tri-Agency OA Policy.

4. How often do researchers attempt to negotiate the terms of their agreements?
5. Are you aware of the SPARC (Scholarly Publishing and Academic Resources Coalition) author addendum?

If Yes – Q 6

If No – explain author addenda, see question 9

6. Does your organization support the use of the author addenda like the SPARC addendum?
7. How often, on average does your organization receive a request to use an author addendum?
8. If your organization doesn't support the use of author addenda, can you explain why?
9. Does your organization support anything like this (author addenda)? If not, why not?
10. If a researcher has a grant requirement to provide open access to research in a certain time limit, what are their options?
11. Is there anything else you'd like to share with us about how your organization deals with copyright?