Harvard’s Open Access Initiative

Amy Brand, PhD
Office for Scholarly Communication

UNH Open Access Symposium, April 8 2009
Outline

• The rationale
• The Harvard policies
• Implementation: faculty facing
• Implementation: publisher facing
• Who benefits
from Dr. Seuss’ Wacky Wednesday
Copyright: principle vs. practice

• If you have transferred copyright ownership to someone else, and you want to re-use or re-purpose all or part of the copyrighted work, you must obtain permission from the copyright owner, even if you are the author.
Author rights vs. author perception...

Figure 10
Authors' wishes and perceptions, and publishers' policies, for accepted version.

*publishers permit this with the published version

Morris 2009 (with permission of the author)
### vs. author behavior

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong># peer-reviewed journals</strong></td>
<td>23,750</td>
</tr>
<tr>
<td><strong># articles published annually</strong></td>
<td>1,346,000</td>
</tr>
<tr>
<td><strong>% open access (after one year)</strong></td>
<td>19.4%</td>
</tr>
</tbody>
</table>

**Bjork, et al. 2009**
What’s a *postprint* anyway?

- **Author's Draft**: the version of the paper initially submitted to a journal publisher for consideration, or any earlier draft. (The SHERPA/RoMEO site refers to this as a "pre-print.")

- **Author's Final Version**: the version of the paper accepted by the journal for publication, including all modifications from the publishing peer review process. (The SHERPA/RoMEO site refers to this as a "post-print.")

- **Published Version**: the version of the paper distributed by the publisher to readers of the journal, incorporating any copy editing done by the publisher, showing the final page layout and formatting of the published version, and possibly including the publisher’s logo.
Out-dated model: pay for access, when most of the publisher’s costs are first copy costs

**First copy costs**
- Logistics of peer review process
- Vetting, filtering, imprimatur
- Production
- Copy-editing, typesetting, graphic design, layout
- Distribution
- Networked access

**Per-access costs**
- Printing, binding, shipping
The faculty/consumer is insulated from journal costs.

**Diagram:**
- Publisher
- Access
- Money
- Subscriber
- Consumer/purchaser

The faculty/consumer pays the publisher, who provides access to the subscriber. The consumer/purchaser is insulated from these costs.
leads to overconsumption, inelasticity of demand, and hyperinflation
Serial expenditures %+

CPI %+

ARL Statistics 2005-06
Those Who Can Pay Will Pay
A major obstacle to this transition is the counterintuitive twist on the traditional supply and demand equation presented by the STM markets itself. Because there is a core of prestigious research institutions willing and able to pay the ever-increasing prices for must-have journals (either out of true need or simply to maintain their premiere status), there is an established revenue base increasingly tasked with supporting the costs and margins of the publishers.

As a result, fewer and fewer libraries are indeed picking up more and more of the tab, leading to a vicious circle of budget constraints, cancelled subscriptions and higher prices. This partly explains how journal subscription prices have actually increased in the face of flagging demand: the market dynamics are such that premiere research libraries will pay the higher prices to maintain their elite position.
What’s wrong with this picture?

• **Faculty** unwittingly sign away copyright, then get indignant about the consequences, and
  • regularly infringe on their own publisher-steward ed copyrights
  • fail to avail themselves of the self-archiving rights they do have
• Many **publishers** charge for electronic content on a per-use basis, when their own costs are mainly first-copy costs
• While journal prices sky rocket, **libraries** at large research institutions have tended to keep pace (and keep faculty blissfully in the dark)
• **Universities** failed to use whatever leverage they had...until now
5/ First HLS discussions
10/ Provost’s committee organized
2/7 FAS Library Committee
2/15 Report submitted to Provost
3/21 FAS Faculty Council
11/21 Caucus of Chairs
2/27 FAS Faculty Council
3/21 FAS Faculty Council
6/6 Overseers subcommittee
9/26 FAS Faculty Council
10/16 FAS faculty meeting
10/29, 31 Open forums on motion
11/6 Council of Deans
12/5 FAS Faculty Council
2/12 FAS faculty vote
5/1 HLS faculty vote
The Faculty of Arts and Sciences of Harvard University is committed to disseminating the fruits of its research and scholarship as widely as possible. In keeping with that commitment, the Faculty adopts the following policy:

Each Faculty member grants to the President and Fellows of Harvard College permission to make available his or her scholarly articles and to exercise the copyright in those articles. In legal terms, the permission granted by each Faculty member is a nonexclusive, irrevocable, paid-up, worldwide license to exercise any and all rights under copyright relating to each of his or her scholarly articles, in any medium, and to authorize others to do the same, provided that the articles are not sold for a profit. The policy will apply to all scholarly articles written while the person is a member of the Faculty except for any articles completed before the adoption of this policy and any articles for which the Faculty member entered into an incompatible licensing or assignment agreement before the adoption of this policy.

1. Permission
2. Waiver
3. Deposit
ADDENDUM TO PUBLICATION AGREEMENT

1. This Addendum modifies and supplements the attached publication agreement (the "Publication Agreement") concerning the article titled "A Simple Language for Novel Visualizations of Information" (including any supplementary materials, the "Article") in Communications in Computer and Information Science.

2. The parties to the Publication Agreement as modified and supplemented by this Addendum are: Wendy Lucas (corresponding author) and Stuart M. Shieber (individually or, if more than one author, collectively, "Author") and Springer-Verlag GmbH ("Publisher").

3. The parties agree that wherever there is any conflict between this Addendum and the Publication Agreement, the provisions of this Addendum will control and the Publication Agreement will be construed accordingly.

4. Notwithstanding any terms in the Publication Agreement to the contrary, Author and Publisher agree as follows:
   a. All of the terms and conditions of the Publication Agreement, including but not limited to all grants, agreements, representations and warranties, are subject to and qualified by a non-exclusive license previously granted by Author to Harvard University. Under that license, Harvard may make the Article available and may exercise all rights under copyright relating to the Article, and may authorize others to do the same, provided that the Article is not sold for a profit.
   b. Where applicable, all of the terms and conditions of the Publication Agreement, including but not limited to all grants, agreements, representations and warranties, are subject to and qualified by any non-exclusive license previously granted, or previously required to be granted, by Author to a funding entity that financially supported the research reflected in the Article as part of an agreement between Author or Author's employing institution and such funding entity, such as an agency of the United States government, and/or to Author's employing institution.
   c. Nothing in the Publication Agreement will impose any limitation on the rights and licenses referred to in the paragraphs above or any obligation in connection with their exercise. Neither the existence nor the exercise of those rights and licenses will be deemed to violate any representation or warranty or breach the Publication Agreement.

5. Either publication of the Article or Publisher's signature below will constitute Publisher's acceptance of and agreement to this Addendum.

AUTHOR

__________________________________________________
(corresponding author on behalf of all authors)

Date

PUBLISHER

__________________________________________________

Date
Waiver Request Form

To request a waiver of a Harvard open access policy for an article, fill in and submit the form below. The waiver will be delivered to you by email at the address you provide.

As permitted by the policy adopted by [ ] under which I have granted Harvard a license with respect to my scholarly articles, I hereby request a waiver of the policy for the following article:

**Article Information**

- **Title:**
- **Authors:**
- **Serial title (journal, proceedings, etc.):**
- **Publisher:**

**Reason for waiver (optional, but encouraged):**

**Requester Information**
Quick Submit to the DASH Repository

This form allows you to upload an article for the OSC to deposit on your behalf into the DASH repository. OSC will handle the deposit process for you, and will contact you if any further information is needed to complete the deposit.

Your name: 
Your email: 
Author(s): 
Title: 
Serial (journal, proceedings, etc.): 
Year: 2009 
Other information: 
File: 
Browse…
Submit article
Harvard University Scholarly Repository - Beta

This is the beta version of the DASH open access repository for scholarly materials.

Search DASH

Enter some text in the box below to search DASH.

Browse DASH

Select a community to browse its collections.

- Faculty of Arts and Sciences
- Harvard Law School

Submit to DASH

Members of the Harvard communities listed above can submit articles to DASH after logging in.
To obtain a DASH login account, please register.

For more information

Find out more about DASH.
Advantages of the policy

1. Makes a collective statement of principle
2. Systematically captures article metadata
3. Completely clarifies rights situation
4. Allows university to facilitate article deposit
5. Allows university to negotiate collectively
6. Opt-out vs opt-in increases rights retention
What the policy doesn’t do

- Serve as a replacement for journal publication
- Threaten the viability of journals
- Address the underlying economic dysfunction
- Dictate where faculty can publish
Implementation

Always deposit
Getting the content in

- DASH development
- Mediated deposits
  - Open Access Fellows program
  - “Quick submit”
  - Faculty outreach / department visits
  - FAS & HKS faculty activity reports

- Online dissertation submission
- Open access policy compliance facilitation
- Waiver form
- Publisher “treaties”
- Rights retention in serials licenses

Getting the content in

- OA Fellows: 50%
- Librarians: 42%
- OSC Staff: 5%
- Unclaimed: 3%
- 50%
- 52%
- 5%
Getting the content in

• DASH development
• Mediated deposits
• Open Access Fellows program
• “Quick submit”
• Faculty outreach / department visits
• FAS & HKS faculty activity reports

1. English
2. Linguistics
3. Earth and Planetary Sciences
4. History
5. Romance Languages and Literature
6. Near Eastern Languages
7. Organismic and Evolutionary Biology
8. Economics
9. History of Art & Architecture
10. Music
11. Psychology
12. Philosophy
13. Physics
14. .......

Office for Scholarly Communication
Harvard University
Deposits
### Profile Layer
- engage faculty
- comprehensive publications listing
- DASH deposit point

### DASH Layer
- locally held full text

### Network Layer
- text mining
- new discovery tools
- metrics

---

### Profile

**David T. Ellwood**, the Scott M. Black Professor of Political Economy, has served as Dean of the John F. Kennedy School of Government since July 1, 2004. As Dean, Ellwood sets the strategic direction of the Kennedy School and leads its efforts to advance the public interest.

---

### Publications and Reports


Publisher-facing efforts

- Negotiating agreements to obviate the need for addenda or waivers
- APS agreement just executed
- Add rights retention language to journal site licenses
The Harvard Compact

“The university commits to underwrite reasonable article processing fees for open-access journals for which funds are not otherwise available.”

Details

• Eligible articles
• Fee structure
• Eligible venues
• Alternate funding
• Author cap
• Article cap
• Fund cap
• Regular review
• Compensatory savings
Open access model: pay directly for the services the publisher provides

First copy costs

• Logistics of peer review process
• Vetting, filtering, imprimatur
• Production
  • Copy-editing, typesetting, graphic design, layout
• Distribution
  • Networked access

Per-access costs

• Printing, binding, shipping
Good for whom?

**Steven E. Hyman, Provost:** The goal of university research is the creation, dissemination, and preservation of knowledge. We collectively take this to be a good. It is an essential part of our duties as faculty members to distribute the fruits of our scholarship as widely as possible.
Faculty

- Increased readership and impact of their own work
- More control over their own intellectual property
- Centralized management of publications (profiles, integration with annual activity reports, CV generation tool, etc.)
- New discovery services (potential to surface connections, research activity, expertise across the university)
Students

- Expanded access to published and unpublished research
- Venue for distribution of their own work
- E-dissertation platform forthcoming
Library

- Basis for library’s evolving role in digital preservation and access, and in stewardship of university scholarship and IP
- Potential cost savings from open access publishing
- New roles for librarians as repository faculty liaisons and metadata curators
Administration

• Towards more centralized infrastructure
• Vehicle to showcase for faculty scholarship and expertise
• Enhanced tracking of faculty publications, citation counts, and other metrics
Publishers

- New incentives to move towards more sustainable business practices and models
General public & global research community

- Open access to published research
Office for Scholarly Communication: *expanding access to Harvard scholarship*

- **Faculty-facing role** - Integrate self-archiving and use of the DASH repository into the faculty authoring workflow

- **Publisher-facing role** – Engage publishers in practical ways to evolve copyright sharing and business practices, to secure the rights of Harvard faculty to distribute and re-use their own work

- **University benefit** - Capture, highlight, disseminate, and preserve Harvard-based research and scholarship

- **Greater good** - Open access to Harvard’s scholarly output