

Publication

Before publishing material you have produced/authored, whether it's a Journal article, book, conference paper there are a number of things you need to consider.

1. Who owns the Copyright?

Copyright ownership of the material must be determined.

- If the materials were created in the normal course of employment i.e. as part of normal contractual duties, the employer will own the copyright and permission and acknowledgement would be required to publish.
- If others were involved in the creation of the material e.g. co-authors, fellow researchers or external funding bodies, a joint copyright ownership would exist and as such, permission from each owner and acknowledgement would be required to publish.
- If your material contains 3rd Party copyright material e.g. extracts, images, data, you will require specific permission or a licence to include it in your publication unless you are genuinely critiquing or reviewing the material which falls under the [s.30 legal exception](#).
- If you have previously assigned copyright of the material to another party e.g. a conference paper or speech to the conference/event organiser you will require their permission, unless the terms of the agreement specifically allow you to publish (check the terms of any agreement signed. The agreement should ideally be a licence as opposed to a waiver).
- If you are the sole author and copyright owner you may publish freely.
- If you're not sure whether you or the University owns the copyright contact Middlesex University Research Office at: research@mdx.ac.uk

2. Method of Publication

Depending on the type of material, there may be various ways to publish which will include the [Traditional Publisher](#) route, [Online Publishing](#) i.e. e-journals, or [Self Publication](#), [Open Access and Institutional Repositories](#), personal web pages .

Whichever method you decide on, you will need to protect your rights

3. Protecting Your Rights

Although Copyright is automatic and protects a work from the moment it is created, without the need for registration or assertion, Moral rights need to be asserted i.e. in order to claim the right to be identified as the owner, you need to put your name to the work.

Copyright law is also overridden by contract law. Therefore if you assign your rights to anyone else in an agreement/contract, you lose all the rights copyright law afforded you as the creator.

a. Traditional Publisher

Publishing agreements vary considerably in terms from requiring full assignment of all rights to no rights required at all. The rights given to a Publisher to publish are known as Primary rights but there are also Subsidiary Rights which a Publisher may or may not ask you to assign. Subsidiary Rights licence the publisher to further exploit the work in various additional formats or territories e.g.

e-books/journals, Audio , large print, International sales or translations, film, media, merchandising etc. This would of course depend on the nature of the work.

Before signing a publishing agreement, check the terms carefully and remember, there is always room for negotiation.

NEVER sign an agreement that requires you to assign your copyright entirely without retaining any rights to use the material for your own purposes.

If you are asked to assign all your rights, you may request additional clauses which will permit:

- You to use your material for your own purposes (usually for teaching)
- You to upload a pre-edited version onto your institution's Open Access Repository
- Your institution/ employer to use the material for any other University purposes e.g. teaching

You can negotiate to have all of these included in your agreement, which are increasingly becoming standard licensing terms.

b. Online Publishers

Online publishers don't normally require copyright assignment, therefore the copyright remains with you. However, they may have specific terms of use attached to their site, which will be mentioned in the publishing agreement and they will require you to licence.

c. Open Access & Institutional Repository

Open access is a growing initiative in scholarly publishing as a way to widely disseminate peer reviewed research and academic outputs. Current Open Access repositories include [PubMed Central \(US\)](#), [Europe PubMed Central](#), [Academia.edu](#) and many Academic Institutional Repositories. Protection is usually provided in the form of Policies and Terms of Use, reminding users of Copyright Law and any additional permissions falling outside of the law. e.g. copying and distribution for non-commercial educational purposes.

d. Self Publication

Always attach sufficient Copyright information i.e. who owns the Copyright and contact details. You may also add 'terms of use' if you wish to permit some acts that are normally restricted in law.

An easy way to do this is by attaching a [Creative Commons Licence](#) to your material. This scheme was developed for Copyright owners to easily attach a symbol to their work clearly indicating at a glance to users, what uses outside of Copyright Law would be permitted without the need to formally request permission.

Further Advice

For further advice on publishing, contact the University Research Office at: research@mdx.ac.uk or check online advice e.g. :

<http://www.guardian.co.uk/higher-education-network/blog/2011/apr/27/getting-published-academics>

<http://www.jobs.ac.uk/careers-advice/working-in-higher-education/640/getting-your-academic-work-published/>

Also see: *How to Get Published: A Guide for Academics*, London, Times Higher Education Supplement (THES) (2004)

For further advice on licensing or any copyright advice, email [Kate Vasili](mailto:Kate.Vasili)