

Author Rights and Scholarly Works: Navigating the Realm of Copyright for Medical Professionals

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Author Rights and Scholarly Works: Navigating The Realm of Copyright for Medical Professionals

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Introduction

Online communication has offered an exciting venue for the distribution of information throughout the academic fields. This has resulted in the open access movement to a variety of scholarly work within academia. However, publisher's reaction to open access has also made it more difficult for authors to retain their rights over their works. It is critical that authors within the network retain their rights in accordance with LVHN Intellectual Property Policy so that our work can be stored in Scholarly Works and reused as needed.

The Scholarly Works repository is a collection of material, created by LVHN employees, for the purpose of collecting, sharing, and preserving the works made by Lehigh Valley Health Network. It is the primary area for storing information related to academic knowledge.

The main objective of this project is to display the importance of author rights within Lehigh Valley Health Network's Scholarly Works. Many health professionals throughout the network have to incorporate a working knowledge of author rights before signing over copyright to major publishing firms. The consequences of any mistakes within this realm can impact the individual as well as LVHN.

Why are Author Rights Important?

- Unless negotiated, LVHN and the scholar may have no more rights than anyone else to use the article written once the author has signed over their materials
- LVHN will also lose the right to put the document within its Scholarly Works Repository
- Unless you have attained the right to use the work by means of a contract with your publisher, you may only use the work under the guidelines of the Fair Use Doctrine
- The Fair Use Doctrine states that if an act of copyright is socially useful no copyright infringement exists
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What to Look For

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For LVHN Colleagues, the Legal Department has created an author addendum that can be used for negotiation. See LVHN's Intellectual Property Policy or Scholarly Works FAQ page.

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Recommendations

- Review author agreements before signing away copyright
- Attend the Author rights class or consulting offered through LVHN Library Services
- Consult with the legal department before finalizing a contract
- Certain "Open Access" journals do not require a transfer of copyright
- Use the International Committee of Medical Journal Editor's (ICMJE) definition of authorship as a guide, "To be qualified as an author, one must have significant input into the concept and design of a study and analysis and interpretation of data, writing and revision contributions that are intellectually important, and assumed responsibility with respect to accuracy of the final contents"

Conclusions

The environment that exists today regarding author rights can be hard to interpret for many scholars. It has become a part of the scientific method to sign over copyright once a product has been finished. Navigating the world of copyright requires an important set of skills which include patience and negotiating techniques.

There are still opportunities for authors to use their works for academic purposes, which is usually the goal of research in the first place. The climate of copyright in a world of all access will be constantly changing as more scholars share their information with the world.

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