

# Woods Hole Oceanographic Institution Open Access Policy

**Policy adopted by vote of the of WHOI's Education Assembly on October 12, 2016.**

The Woods Hole Oceanographic Institution (WHOI) is committed to disseminating the fruits of its research and scholarship as widely as possible. In keeping with that commitment, WHOI adopts the following policy: Each WHOI author grants to WHOI nonexclusive permission to make available his or her scholarly articles and to exercise the copyright in those articles for the purpose of open dissemination. In legal terms, each WHOI author grants to WHOI 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, provided that the articles are not sold for a profit, and to authorize others to do the same. The policy will also apply to all scholarly articles written while the person is employed or registered as a student at WHOI except for any articles completed before the adoption of this policy and **any articles for which the WHOI author entered into an incompatible licensing or assignment agreement before the adoption of this policy.**

To assist the Library in distributing the scholarly articles, as of the date of publication, each WHOI author will make available an electronic copy of his or her final version of the article at no charge to the Library in appropriate formats (such as PDF) specified by the Library. **Any WHOI author can opt out of the policy by simply not submitting an electronic copy of the final version of their article to the Library.**

**The Library will make the scholarly article available to the public in an open-access repository (WHOAS).** The WHOI Dean, in consultation with the WHOI Staff Council and the Library will be responsible for interpreting this policy, resolving disputes concerning its interpretation and application, and recommending changes to the Staff Council and Education Assembly. The policy is to take effect immediately; it will be reviewed after five years by the Staff Council, with a report presented to the Education Assembly.

The Staff Council calls upon the Library to develop and monitor a plan for a service or mechanism that would render compliance with the policy as convenient for the WHOI author as possible.

# Definitions of Terms in WHOI Scientific Staff Open Access Policy

(in order of appearance)

**Nonexclusive permission:** After granting nonexclusive permission, you still retain ownership and complete control of the copyright in your writings, subject only to this prior license. You can exercise your copyrights in any way you see fit, including transferring them to a publisher if you so desire.

**Scholarly articles:** Faculty's scholarly articles are articles that describe the fruits of their research and that they give to the world for the sake of inquiry and knowledge without expectation of payment. Such articles are typically presented in peer-reviewed scholarly journals and conference proceedings.

**Open dissemination / open-access repository:** Journal articles stored and made available on the public internet, permitting any users to read, download, copy, distribute, print, search, or link to the full texts of these articles, crawl them for indexing, pass them as data to software, or use them for any other lawful, noncommercial purpose, without financial, legal, or technical barriers other than those inseparable from gaining access to the internet itself.

**Irrevocable, paid-up, worldwide license:** the permission granted may not be taken back; there are no fees associated with the permission granted; and the permissions apply worldwide.

**Copyright:** Copyright is a bundle of five rights:

1. the right to reproduce,
2. the right to prepare derivative works (e.g. translations),
3. the right to distribute,
4. the right to display publicly, and
5. the right to perform publicly.

These rights adhere exclusively to the copyright holder (the WHOI author of a scholarly article), until/unless the copyright holder transfers them exclusively (a complete transfer, after which the copyright holder no longer has the right) or nonexclusively (an extension of one or more rights to another party, where the right still belongs to the original copyright holder).

In the current system, an WHOI author signs a standard publisher copyright agreement, which typically transfers copyright exclusively to the publisher, and in some cases grants back some rights. After signing such a contract, the author has transferred all five of the bundled rights, and the author no longer has any rights to the work — except as described in the publisher contract, or as allowed for under US copyright law's Fair Use provisions.

**Not sold for a profit:** WHOI could not generate a profit from exercising the rights granted, but could recover costs for a service related to the articles, such as printed course packs.

**Authorize others to do the same:** The copyright holder has the sole right to authorize others to exercise any of the five rights under copyright, and the right to authorize others to exercise rights. This language transfers the nonexclusive right to WHOI to allow others to use the articles in specified ways and contexts, such as other WHOI faculty members who want to use an article in teaching.

**Final version of the article:** The author's version with any changes made as a result of the peer-review process, but prior to publisher's copy-editing or formatting.