

Publishing Contracts Advice

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CEU faculty and students sometimes sign publishing contracts that restrict their intellectual property rights and limit CEU's ability to promote their research. Publishing contracts favor publishers, and authors often feel they have no choice but to sign. But authors do have some leverage and can usually negotiate certain points. If the publisher will not negotiate, then it is worth remembering there are many publishers who are looking for works to publish.

Contract Sections to Watch

Keep in mind that contracts are between author and the publisher, and CEU will not be bound by its terms (for example, restricting access to a thesis or dissertation in CEU's ETD collection). The full responsibility for that contract will lie with the author.

Author Rights

- Which rights are you giving away and which rights do you retain?
- Are you giving the publisher Exclusive or Non-Exclusive rights to publish your work? (Non-Exclusive is more favorable to the author)

Very restrictive Author Rights example (from a contract signed by a CEU student)

The Author hereby grants to the Publisher the perpetual, sole and exclusive, worldwide, transferable, sub-licensable and unlimited right to publish, produce, copy, distribute, communicate, display publicly, sell, rent and/or otherwise make available the Contribution in any language, in any versions or editions in any and all forms and/or media of expression (including without limitation in connection with any and all end-user devices), whether now known or developed in the future, in each case with the right to grant further time-limited or permanent rights. The above rights are granted in relation to the Contribution as a whole or any part and with or in relation to any other works.

Approval for Publication

Does the contract give you the right to approve the final proof and to request changes?

Royalties and Remuneration (AKA "Consideration")

- Will you receive any share of the sales? Do shares vary for printed books and e-books?
- If you publish a book, will you receive any free copies or reduced-price copies?

Legal disputes

In the event of a dispute with the publisher, most contracts require the author to submit to the laws of a specific country or state. Other countries may treat copyright or contractual disputes differently than the country in which you reside, and in the event of a dispute you would likely have to find someone in that country to represent you. Some contracts also require you to agree to arbitration rather than going to court.

- Avoid being subject to the laws of other countries.
- Are there limits to your liability if there is a disagreement?
- Are you allowed to terminate the contract and for what reasons?

Delivery of the Manuscript

What happens if you do not meet the delivery date?

Open Access Self-Archiving Rights

Does the contract allow you to deposit your published book or article in an Open Access repository like ResearchGate, Academia.edu, or CEU's [Open Research Repository](#)? This is typically known as Gold OA.

Does the contract allow secondary self-archiving possibilities (typically known as Green OA)?

- Accepted Author Manuscript (postprint)
 - Is there an embargo period?
- Submitted Author Manuscript (preprint)
 - Is there an embargo period?

Open Access Fund

The CEU Library manages a university-funded [Open Access Fund](#) that will pay for some or all article processing charges (APC) or book processing charges (BPC). These are the fees that many publishers charge to publish the research as Gold OA, which ensures perpetual free access to the work of CEU researchers.

The Library has also negotiated [Read & Publish agreements](#) with some of the larger journal publishers, which grants CEU researchers the right to publish a certain number of articles in those journals as Gold OA each year.

Electronic Theses and Dissertations (ETD)

The [CEU Study Agreement](#)¹ signed upon admission defines the students' intellectual property rights and the rights they grant CEU in turn. The [Student Rights, Rules, and Academic Regulations \(P-1105-2v2304\)](#) requires students to submit their theses or dissertations to the CEU Library Catalogue (section 4.2.1). Exceptions for restricted access may be granted for up to five years for safety concerns, or if the student shows proof that a "leading academic publisher" will refuse to publish a derivative book if the original thesis or dissertation is openly available.

While many publishers will ask authors to restrict access to existing ETD, evidence shows that outright [refusal to publish occurs only rarely](#). A book derived from a dissertation is almost always a substantially different product than the dissertation, as publishers will rarely publish all or part of a dissertation. The [University of Vienna](#) states that "Any intent to publish a thesis is usually no valid reason for placing a positively assessed academic thesis under an embargo in the libraries..." Publishers also cannot retroactively claim copyright over an ETD.

Removal of theses and dissertations from public view limits CEU's ability to share its students' research. Research attributed to CEU can also help improve the reputation and rankings of the institution.

For these reasons, exceptions to the CEU requirement to make ETD openly available through the library catalogue for purposes of a publishing will be granted only in rare cases.

Further reading

[Authors Alliance](#)

[Legal implications regarding Open Access publication \(University of Vienna\)](#)

¹ Study Agreement , Miscellaneous 5.3: The student is and remains author of all works created by them at CEU. The student, however, grants CEU a fully-encompassing, irrevocable, non-exclusive, unlimited, unrestricted as to time, content and territory (worldwide), royalty-free right to use all academic works created by them at CEU in whatever form and format and for whatever purpose ("unbeschränkte Werknutzungsbewilligung" within the meaning of Sec. 24 paragraph 1 of the Austrian Copyright Act [Urheberrechtsgesetz]).