

Publishing Contracts Advice

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CEU faculty and students often sign publishing contracts that restrict their intellectual property rights and limit CEU's ability to promote their research. Nearly three-quarters of faculty publications in the old Publications Repository could not be carried forward to the new [Open Research Repository](#) because of copyright restrictions.

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. Your work has value beyond academic retention and promotion, so shop around.

Some Contract Sections to Watch

Keep in mind that the contract will be 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)

Example of very restrictive Author Rights (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 Agreement¹ signed upon admission and the [Student Rights, Rules, and Academic Regulations \(P-1105-2v2304\)](#) requires students to submit their theses or dissertations to the CEU ETD Collection (section 4.2.1). Exceptions for restricted access may be granted for up to five years if the student shows promise of a publishing contract. Redaction is preferred over removal. Austrian law requires all doctoral dissertations to be made publicly available (online or locally at the Austrian National Library) five years from their submission.

Many publishers will ask students to restrict existing ETD, even if they have been available online at CEU for many years. It's important to remember that the proposed work is almost always a different product than the ETD (publishers will rarely publish all or part of the ETD as it exists), and that publishers cannot retroactively claim copyright over a published ETD.

As with faculty publications, removal of theses and dissertations from public view limits CEU's ability to share its students' research. Research attributed to CEU can help improve the reputation and rankings of the institution.

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]).