Understanding Open Access

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CHAPTER 4: HOW “OPEN” DO YOU WANT TO MAKE YOUR WORK?
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In addition to selecting open licensing terms for their works, authors should also consider other factors that affect readers’ ability to access their works. For example, authors should consider enhancing the machine-readability of their works and, when possible, limiting the conditions on which version of their work can be made openly available and when.

**THIS CHAPTER:**
- Describes the rights authors can license to the public to allow others to share and adapt their works
- Outlines some conditions and restrictions authors might place on the use of their works
- Explains how to signal to the public that a work is openly accessible
• Describes other factors that contribute to a work’s accessibility

WHAT RIGHTS DO YOU WANT TO LICENSE TO THE PUBLIC?

While you can help readers access your works by removing price barriers alone, readers will usually still need to ask for your permission to reuse, share, or adapt your work unless you affirmatively license these rights to them (or unless their use falls within a copyright limitation or exception). When you consider how you would like to allow others to access and use your work, consider the following two questions.

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without first needing to get your permission or rely on a copyright exception. This is sometimes referred to as allowing others the right to prepare “derivative works.” A movie adaptation is an example of a derivative work of the novel on which the movie is based.

Enhancing High School Education

Don Herzog is a professor at the University of Michigan and a founding member of Authors Alliance. Professor Herzog made his book Household Politics, published with Yale University Press, available in the University of Michigan’s “Deep Blue” repository under an open access license. He later learned that a high school social studies teacher uses a chapter of Household Politics to teach his honors class. The teacher reached out to Professor Herzog to express his appreciation for the book being openly accessible. Professor Herzog remarked that there is “no way that something like this would happen had the book been available only through a traditional university press” because the book would have been prohibitively expensive.
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**Technical Openness**

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Similarly, if open data are machine-readable, users can more easily reuse the data in their own research or apply it to different uses, thereby maxi-
mizing its benefits to society. To make a chart machine readable, for example, an author needs to make sure users have access to the source of the chart and the underlying data rather than just a fixed image of the chart.

**The Human Side of Machine Readability**

Cory Doctorow is a fiction writer, activist, blogger, and journalist and a member of *Authors Alliance*. After making his novel *Little Brother* openly accessible, Mr. Doctorow received a braille copy of the book from Patricia Smith, a Detroit public school teacher of visually impaired students. Although braille versions may be permissible under one or more copyright exceptions, creating a braille version often first requires painstakingly entering text into a digital format. This obstacle prevents many works from being translated into braille. However, because the text of *Little Brother* is openly available without technical limitations to prevent its copying, printing, and sharing, Ms. Smith was able to directly run the book’s digital file through a braille embosser and make the book available to her visually impaired students.
Ms. Smith also included a note, which stated: “What I could not enclose is the gratitude from my braille reading students. For various reasons, most books in braille are aimed at younger children. My students are all between the ages of 12 and 15 and have no real interest in reading a Kindergarten level book. I was finally able to give them something interesting, compelling, and, most importantly at their grade level.”

**Version Openness**

Which version of your work is openly accessible affects readers’ ability to fully access and use your work. Conventional publishers sometimes request that authors only make the author’s submitted version of a work—prior to peer review and publisher formatting—openly accessible. If you are working with a conventional publisher that follows this practice, you might try negotiating with the publisher to allow you to make the final, peer-reviewed version of your work openly accessible to optimize your work’s accessibility to readers. (For information on working with conventional publishers, please see Chapter 6.)
Temporal Openness

Whether your work is openly accessible immediately upon publication or after a conventional publisher’s period of exclusivity (known as an embargo period) also affects readers’ ability to access your work. Works that are published through an open access publisher or that are immediately deposited in an open access repository are more accessible than those subject to a delay because readers can access and use them sooner. If you are working with a conventional publisher, you might try negotiating to reduce or eliminate the length of any proposed embargo period in order to make your work more accessible. (For information on working with conventional publishers, please see Chapter 6.)