

**iSchool Assembly**  
**April 2, 2021, 9:30 AM – 10:40 AM**  
**Online (Zoom)**

**Preliminaries**

- Call to order
- Review and approval of minutes from March:  
[https://internal.ischool.umd.edu/wp-content/uploads/2021/03/Assembly\\_03052021\\_Minutes.pdf](https://internal.ischool.umd.edu/wp-content/uploads/2021/03/Assembly_03052021_Minutes.pdf)
  - Motion: Katy Lawley
  - Second: Vedat Diker
  - Approved unanimously
- Review and approval of this agenda
  - Motion: Caro Williams-Pierce
  - Second: Jen Golbeck
  - Approved unanimously

**Assembly Items**

*I. Dean's Update [Keith]*

- The Provost search is moving forward – we'll have a timely decision on who the next Provost will be
- Thanks to Kate Isaac and Catherine Russell for pulling together a proposal for the state to fund our SODA program – we'll be launching that after it goes to the senate. We'll also be launching a related hiring process.
- US News Ranking of our MLIS program: We went from #8 in 2017 to #4! There are a total of 55 schools in this ranking. Congratulations to all of us on that. We're doing great! In Archives & Preservation, we're ranked sixth. We ranked second in Library Services for Children & Youth. We ranked fifth in Information Systems. We ranked eighth in Digital Librarianship. We're not listed under Health Librarianship.
- Amanda Lazar had her CAREER funded – congratulations! 😊
- Dan Christopher, our Senior Development Officer, will be leaving in mid-April to take on a Senior Director role at Russell Sage College. We will miss him. Best of luck, Dan!
- On Friday, April 16<sup>th</sup>, I'll be giving a State of the College address. It's about a 40-minute talk followed by a Q&A.

*II. UMD PACT (Publishing, Access, and Contract Terms) Policy Updates Discussion*

*[Adriene Lim, Dean of UMD Libraries] [Please see Adriene's slides for more information]*

- Brief introduction to UMD PACT (Publishing, Access, and Contract Terms)
- PACT is sponsored by the Office of the Provost and the Senate-based University Library Council
- PACT is a cross-campus group
- Equitable access to knowledge is a moral imperative and is in alignment with our mission as a land grant university
- Traditional scholarly publishing causes barriers to access to knowledge
- We want to make work more discoverable through Google searches when it is placed in our institutional repository, DRUM
- APCs (article processing charges) cause a barrier

- Many funding agencies are requiring public access to funded research, but these mandates are often not enforced. However, agencies are increasingly monitoring compliance.
  - This policy requires author-accepted manuscripts
  - Authors will retain broad use and reuse rights
  - The policy preserves authors' right to choose where to publish
  - We request your support of this new policy – a rights-retention, open-access licensing policy (based on Harvard's policy)
  - Faculty grant a nonexclusive license to the University by default, so the University can distribute them for non-commercial purposes through DRUM
  - This is a precondition to the publishing agreement
  - The policy will cover articles published after the policy is adopted (not retroactive)
  - The policy asks faculty to deposit final peer-reviewed, author-accepted articles in DRUM
  - Harvard has had this policy in place for years with great success – 55,000 articles deposited and no legal challenges
  - This process has been put into place at several other universities
  - Next steps: We're working with our sponsors and meeting with groups like this to workshop the policy and build support for it so we can bring it to the Senate in late 2020 or winter 2021. We're hoping these meetings will raise awareness of the unsustainability of the current scholarly publishing model. We also are hoping to inspire faculty to think about their author rights.
  - Please review the policy draft and assess whether you can support the policy in principle.
  - Please consider open access venues for your work.
  - Our PACT website: <https://pact.umd.edu>
  - For now, we're just asking for faculty deposits (not student deposits)
  - We will be ensuring that materials are accessible.
  - Adriene uploaded the policy ("Equitable Access to Scholarly Articles Authored by University Faculty") to our Zoom call. I've appended her pdf here – see pages 8 through 13 in this document.
  - We will be working on making DSpace more user-friendly – let's build up the content. We're committed to making a better interface.
  - Waivers are available for tricky situations; We could apply a waiver retrospectively and let authors take their work down from DRUM
  - Daniel Mack: The traditional model has been pay to read. There's some movement toward pay to publish, but this has its own issues. The whole model is unsustainable. The public pays us to do research, we give it away free to a for-profit company, we work for free for the company, and then they sell the work back to us. We have to fix this – it doesn't work.
  - Yelena Luckert: Since there's an opt-out right, it's okay to include faculty who teach part-time classes and who work elsewhere in the policy.
  - We're going to be putting together an FAQ as we move forward.
- III. *Election of Members of the 2021 Nominating Committee [Jessica]*
- Jen, Wayne, Galina, & Jeff were on the 2020 Nominating Committee
  - We need people to self-nominate or nominate someone else.

- Wayne: This is a lot of fun – walking from virtual office to virtual office to ask people what they would like to work on. This probably takes 3 to 5 hours for asks and meeting together for an hour to prepare the slate for the May Assembly meeting.
- We need two faculty members and one staff member.
- Katy Lawley, Kathy Weaver, Ron Padron, Galina Madjaroff Reitz
- Approval of the 2021 Nominating Committee

#### IV. *Announcements*

- Doug: We're going to be searching for faculty. There will be talks. Please come.
- Jen: I'm no longer chairing the tenure-track search committee. We've scheduled three candidates. They will be doing virtual campus visits soon.
- Doug: There are three more searches following in close trail to that.
- Gregg: Morphic Basic is now released – it's free. There is a Morphic Plus version, too. You can get them at <https://morphic.org/>
- Sarah: I sent out a message earlier this week – please keep putting things into the drive ([https://drive.google.com/drive/folders/17XmC2ANd8QXL\\_x-QV0L9QWiEir-XUEVQ](https://drive.google.com/drive/folders/17XmC2ANd8QXL_x-QV0L9QWiEir-XUEVQ)) for our iSchool virtual commencement
- I sent out an email re: webinar requests – iSchool folks can request the webinar license that we have. The form ([https://docs.google.com/forms/d/e/1FAIpQLSegj4XKPnDvhtMMBcUWChLk\\_0JsjebgE5ftCZMAK-iVT9Xzpw/viewform?gxids=7628](https://docs.google.com/forms/d/e/1FAIpQLSegj4XKPnDvhtMMBcUWChLk_0JsjebgE5ftCZMAK-iVT9Xzpw/viewform?gxids=7628)) is pretty easy. I use this information to set up the webinar. There's a calendar of major iSchool events and webinars here: <https://internal.ischool.umd.edu/events/>
- Jeff: If you know that a student is having a hard time, please let us know. Let Jeff know re: graduate students. Let Ron know re: undergraduate students.
- The Doctoral Program is starting a new program: Doctoral Research Grants(?). It's based on Susan Winter's RIGS program. I'll be sending out information re: this new grant soon.
- Dan: My book (<http://dmgreene.net/the-promise-of-access>) will be out next week. We're doing a lot of events that connect with the rest of the sociotechnical world. On April 15<sup>th</sup>, I'm doing a talk at the ASIS&T Meet the Webinars event. More events coming up!
- Kate: Our Technology & Information Design Bachelor's program was approved by PCC.
- David: We are now accepting applications for our Game, Entertainment, and Media Analytics (GEM) program: <https://ischool.umd.edu/academics/game-entertainment-media-analytics>. Please help us to promote the program – thanks!

#### **Adjourn:**

- Motion: Jen Golbeck
- Second: Dan

**In attendance:**

<b>#</b>	<b>Last Name</b>	<b>First Name</b>	<b>Present?</b>
1	Adle	Morgan	Yes
2	Ai	Wei	Yes
3	Allen	Naielia	Yes
4	Amamcherla	Sravya	
5	Antoun	Chris	Yes
6	Aragon	Claudia	Yes
7	Armstrong	Jackie	Yes
8	Azar	Emilia	Yes
9	Baron	Jason	
10	Baugh	Dave	Yes
11	Bezbabna	Tetyana	Yes
12	Bonsignore	Beth	Yes
13	Boston	Carol	Yes
14	Botlero	Lucinda	
15	Boyd-Graber	Jordan	
16	Brown	Corie	Yes
17	Butler	Brian	Yes
18	Campbell	Susan	Yes
19	Chan	Joel	
20	Choe	Eun Kyoung	Yes
21	Christian-Lamb	Caitlin	
22	Christopher	Dan	
23	Clegg	Tammy	Yes
24	Cole	Joan	
25	Cortes	Luis	Yes
26	Dacquisto	Emily	Yes
27	Dibert	Noah	Yes
28	Diker	Vedat	Yes
29	Domingo	Beth	Yes
30	Duffy	Pam	Yes
31	Elmqvist	Niklas	Yes
32	Ezeigwe	Nnamdi	
33	Faccio	Fabian	
34	Fellows	Andy	Yes
35	Feltner	Jessica	
36	Fenlon	Katrina	Yes

<b>#</b>	<b>Last Name</b>	<b>First Name</b>	<b>Present?</b>
37	Fotouhi	Babak	Yes
38	Frias-Martinez	Vanessa	Yes
39	Gammons	Rachel	Yes
40	Gao	Ge	Yes
41	Geraghty	Lisa	
42	Gilbert	Sarah	Yes
43	Gill	Marybeth	
44	Golbeck	Jen	Yes
45	Gorham	Ursula	Yes
46	Greenberg	Steve	Yes
47	Greene	Dan	Yes
48	Grun	Sarah	Yes
49	Harry	Charlie	
50	Hassan	Naeemul	
51	Heidenblad	Donal	
52	Henderson	Kibbi	
53	Hill	Renee	
54	Hinckle	Mia	
55	Hung	Eric	Yes
56	Izsak	Kate	Yes
57	Jaeger	Paul	Yes
58	Janzen	Shawn	Yes
59	Jelveh	Zubin	
60	Johnson	Liv (Celeste)	Yes
61	Jordan	J. Bern	Yes
62	Kacorri	Hernisa	Yes
63	Kraus	Kari	Yes
64	Kules	Bill	Yes
65	Kumar	Priya	
66	Lawley	Katy	Yes
67	Lazar	Amanda	Yes
68	Lazar	Jonathan	Yes
69	Le	Eric	
70	Leitch	Alex	Yes
71	Lim	Adriene	Yes
72	Lin	Yen	Yes
73	Loshin	David	Yes

<b>#</b>	<b>Last Name</b>	<b>First Name</b>	<b>Present?</b>
74	Luckert	Yelena	Yes
75	Lutters	Wayne	Yes
76	Mack	Daniel	Yes
77	Marciano	Fernando	Yes
78	Marciano	Richard	
79	Marsh	Diana	Yes
80	Marzullo	Keith	Yes
81	Mason	Daisy	Yes
82	McGuire	Kevin	
83	Mealo-Wentz	Jo Anne	
84	Mohamed	Abdirisak	
85	Momeni	Naghmeh	Yes
86	Muppalla	Naga	
87	Napier	David	
88	Ndumu	Ana	Yes
89	Njihia	Jane	
90	O'Grady	Ryan	Yes
91	Oard	Doug	Yes
92	Oliveros	Allan	
93	Padron	Ron	Yes
94	Paletz	Susannah	Yes
95	Patrick	David	
96	Penn-Diallo	Cecelia	
97	Pietrucha	Nicole	Yes
98	Piety	Phil	Yes
99	Ploetz	Charlene	Yes
100	Ramsey	Joe	
101	Reitz	Galina Madjaroff	Yes
102	Robinson	Rochelle	Yes
103	Roderer	Nancy	
104	Ruiz	Francisco	
105	Sahasrabudhe	Vikas	
106	Sanchez	Claudia	Yes
107	Sauter	Mols	Yes
108	Scarson	Jillian	Yes
109	Sherren	Joseph	
110	Shilton	Katie	Yes

<b>#</b>	<b>Last Name</b>	<b>First Name</b>	<b>Present?</b>
111	Simon	Michelle	Yes
112	Sivan-Sevilla	Ido	Yes
113	Skakun	Sergii	
114	Smith	Dustin	Yes
115	St. Jean	Beth	Yes
116	Stilwell	Joana	Yes
117	Subramaniam	Mega	Yes
118	Surla	Stacy	
119	Tang	Christopher	
120	Tausczik	Yla	
121	Taylor	Craig	Yes
122	Truneh	Melekte	Yes
123	Van Hying	Victoria	Yes
124	Vanderheiden	Gregg	Yes
125	Vanderheiden	Kate	
126	Vitak	Jessica	Yes
127	Wang	Ping	Yes
128	Waters	Jeff	Yes
129	Weaver	Kathy	Yes
130	Weintrop	David	Yes
131	Williams-Pierce	Caro	Yes
132	Winter	Susan	Yes

**PACT “Equitable Access to Scholarly Articles Authored by University Faculty”  
(uploaded by Adriene Lim) on following pages:**

1 **University of Maryland, College Park**

2 **Equitable Access to Scholarly Articles Authored by University Faculty**

3 **DRAFT ONLY – REVISED VERSION: 2/12/21**

4 **I. Purpose**

5 The University of Maryland is committed to disseminating its knowledge and research as widely  
6 as possible. In furtherance of its land-grant mission of teaching, research, and public service, the  
7 University adopts this policy of *Equitable Access to Scholarly Articles Authored by University*  
8 *Faculty* to increase the visibility, readership, and impact of the University of Maryland’s  
9 Scholarly Articles, and to ensure that the Scholarly Articles are permanently available in the  
10 University’s digital repository to readers and researchers worldwide.

11 **II. Definitions**

12

13 **A. University Faculty**

14 University Faculty shall include individuals who receive a salary or other consideration from the  
15 University for performance of services on a part-time or full-time basis and who also hold  
16 faculty rank, including tenure-stream, permanent-status-stream, and PTK faculty.

17 **B. Scholarly Article**

18

19 A Scholarly Article is a copyrighted work that describes the fruits of University Faculty  
20 members’ scholarship and research; is deemed a form of “Traditional Works of Scholarship” in  
21 *IV-3.20(A) UNIVERSITY OF MARYLAND INTELLECTUAL PROPERTY POLICY*; and is given  
22 to the world for the sake of inquiry and knowledge by the University Faculty member without  
23 expectation of payment. Such articles are typically presented in peer-reviewed scholarly journals  
24 and conference proceedings.

25 **C. University**

26 The University of Maryland, College Park.

27 **D. University Libraries**

28 The University of Maryland Libraries, College Park, is identified as the “University Libraries,”  
29 and is the unit charged with ensuring that the Scholarly Articles addressed in this policy are  
30 collected, organized, provided, and preserved. The University Libraries administers and manages  
31 the University’s digital repository, which enables discoverability of and equitable access to the  
32 Scholarly Articles.

33 **E. Equitable Access**



34 For the purposes of this policy, equitable access refers to the removal of permission and cost  
35 barriers related to the open discoverability, retrieval, and use of UMD’s scholarly articles.

### 36 **III. Policy**

#### 37 38 **A. Open Access License**

39 Equitable access to Scholarly Articles will be achieved by an Open Access License. Each  
40 University Faculty member grants permission to the University of Maryland to make available  
41 their Scholarly Articles to the public. Specifically, each University Faculty member grants an  
42 irrevocable, worldwide, royalty-free, nonexclusive license to exercise any and all rights under  
43 copyright relating to each of their Scholarly Articles, in any medium now known or later  
44 developed, and to authorize others to do the same for the purpose of making Scholarly Articles  
45 widely available to the public (“Open Access License”), provided that the articles are not sold for  
46 a profit. This policy does not transfer copyright ownership of Scholarly Articles to the  
47 University. Copyright ownership remains with University Faculty as described in *IV-3.20(A)*  
48 *UNIVERSITY OF MARYLAND INTELLECTUAL PROPERTY POLICY*, subject to this Open  
49 Access License.

#### 50 51 **B. Scope**

52  
53 This policy applies to all Scholarly Articles authored or co-authored while the person is a  
54 member of University Faculty except for any articles completed before the adoption of this  
55 policy and any articles for which the University Faculty member entered into an incompatible  
56 licensing or assignment agreement before the adoption of this policy. The Provost or Provost’s  
57 designate will waive application of the license for a particular article or delay access for a  
58 specified period of time upon express direction by a University Faculty member.

#### 59 **C. Deposit**

60 No later than the date of publication for a Scholarly Article, the University Faculty member will  
61 provide an electronic copy of the University Faculty member’s final, accepted manuscript to the  
62 University Libraries, at no charge, in an appropriate format (such as PDF). Questions about  
63 deposit should be referred to the University Libraries. The University will make the Scholarly  
64 Article available to the public in an open access repository.

#### 65 **D. Opt-Out / Waiver**

66 Upon written direction by a University Faculty member submitted to the University Libraries  
67 prior to the date of publication of a Scholarly Article, the Open Access License will be waived  
68 for that Scholarly Article or access to that Scholarly Article will be delayed (embargoed) for an  
69 agreed upon period of time.

#### 70 **F. Policy Interpretation/Changes**

71 The Office of the Senior Vice President and Provost will be responsible for interpreting this  
72 policy, resolving disputes concerning its interpretation and application, and recommending  
73 policy changes as needed.

74 **END OF PROPOSED POLICY. PLEASE SEE NOTES THAT FOLLOW.**

75

76

77 **ADDITIONAL NOTES TO FACILITATE REVIEW OF POLICY**

78 **Further Information:**

79 For questions, additional detail, or help with compliance with this Policy, please contact the  
80 University Libraries at [libadmin@umd.edu](mailto:libadmin@umd.edu).

81 **Related Policies and Documents**

82 USM's *Statement Supporting Open Access Dissemination of Scholarship*, 2017  
83 <https://www.usmd.edu/newsroom/docs/USMOpenAccessStatement.pdf>

84 UMD's Intellectual Property Policy  
85 <https://policies.umd.edu/assets/section-iv/IV-320A.pdf>

86 Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities, 2003,  
87 <https://openaccess.mpg.de/Berlin-Declaration> with signatories including UMD:  
88 <https://openaccess.mpg.de/319790/Signatories>

89  
90 **EXPLANATORY NOTES NOT PROPOSED AS PART OF THE POLICY BUT**  
91 **PROVIDED HERE ONLY TO FACILITATE REVIEW OF THE DRAFT (content**  
92 **adapted from Harvard University's Office of Scholarly Communication)**

93  
94 ***Section I, Line 5, regarding disseminating its knowledge and research as widely as possible:***  
95 The intention of the policy is to promote the broadest possible access to the university's research.  
96 The preamble emphasizes that the issue is access, not finances.

97  
98 ***Section III, A, Line 40, use of the word "grants":*** The wording here is crucial. The policy  
99 causes the grant of the license directly. An alternative wording, such as "each faculty member  
100 shall grant", places a requirement on faculty members, but does not actually cause the grant  
101 itself.

102  
103 ***Section III, A and B, Scholarly Articles:*** The scope of the policy is scholarly articles. What  
104 constitutes a scholarly article is purposefully left vague. Clearly falling within the scope of the  
105 term are (using terms from the Budapest Open Access Initiative) articles that describe the fruits  
106 of scholars' research and that they give to the world for the sake of inquiry and knowledge

107 without expectation of payment. Such articles are typically presented in peer-reviewed scholarly  
108 journals and conference proceedings. Clearly falling outside of the scope are a wide variety of  
109 other scholarly writings such as books and commissioned articles, as well as popular writings,  
110 fiction and poetry, and pedagogical materials (lecture notes, lecture videos, case studies). Often,  
111 faculty express concern that the term is not (and cannot be) precisely defined. The concern is  
112 typically about whether one or another particular case falls within the scope of the term or not.  
113 However, the exact delineation of every case is neither possible nor necessary. In particular, if  
114 the concern is that a particular article inappropriately falls within the purview of the policy, a  
115 waiver can always be obtained. One tempting clarification is to refer to scholarly articles more  
116 specifically as “articles published in peer-reviewed journals or conference proceedings” or some  
117 such specification. Doing so may have an especially pernicious unintended consequence: With  
118 such a definition, a “scholarly article” doesn’t become covered by the policy until it is published,  
119 by which time a publication agreement covering its disposition is likely to already have been  
120 signed. Thus, the entire benefit of the policy’s nonexclusive license preceding a later transfer of  
121 rights may be vitiated. If clarifying language along these lines is required, simultaneously weaker  
122 and more accurate language can be used, for instance, this language from Harvard’s explanatory  
123 material (also used above): “Using terms from the Budapest Open Access Initiative, faculty’s  
124 scholarly articles are articles that describe the fruits of their research and that they give to the  
125 world for the sake of inquiry and knowledge without expectation of payment. Such articles are  
126 typically presented in peer-reviewed scholarly journals and conference proceedings.”

127  
128 **Section III, A, Line 41, exercise any and all rights under copyright:** The license is quite broad,  
129 for two reasons. First, the breadth allows flexibility in using the articles. Since new uses of  
130 scholarly articles are always being invented — text mining/uses being a prime example —  
131 retaining a broad set of rights maximizes the flexibility in using the materials. Second, a broad  
132 set of rights allows the university to grant back to an author these rights providing an alternative  
133 method for acquiring them rather than requesting them from a publisher. Even though the  
134 university is being allowed to exercise a broad set of rights, it is not required to exercise them.  
135 Universities are free to set up policies about which rights it will use and how, for instance, in  
136 making blanket agreements with publishers. For example, a university may agree to certain  
137 restrictions on its behavior in return for a publisher’s acknowledgement of the prior license and  
138 agreement not to require addenda or waivers. Harvard has provided a model agreement of this  
139 type as well: <http://osc.hul.harvard.edu/docs/model-pub-agreement-090430.pdf>.

140  
141 **Section III, A, Line 45, not sold for a profit:** This term may be preferable to the vaguer term  
142 “noncommercial”. The intention is to allow uses that involve recouping of direct costs, such as  
143 use in course packs for which photocopying costs are recovered. Given that open access  
144 availability allows seamless distribution using a medium with essentially zero marginal cost,  
145 even this level of commercial activity may not be needed. Indeed, Harvard has stipulated in  
146 agreements with publishers that it will refrain even from cost-recouping sales: “When Harvard  
147 displays or distributes the Article, Harvard will not charge for it and will not sell advertising on  
148 the same page without permission of Publisher. Even charges that merely recoup reproduction or  
149 other costs, and involve no profit, will be forbidden.” Allowing cost recovery does provide an  
150 additional set of rights that can be negotiated in this way. Alternatively, the policy can eschew all  
151 sales if deemed preferable, in which case, the phrase “for a profit” can be dropped.

152

153 **Section III, A, Line 44, authorize others:** The transferability provision allows the university to  
154 authorize others to make use of the articles. For instance, researchers can be authorized to use the  
155 articles for data mining. The terms of use of the institution’s repository can take advantage of  
156 transferability to make available an appropriately scoped set of rights automatically for articles  
157 covered by the policy. The Harvard DASH terms of use  
158 (<http://osc.hul.harvard.edu/dash/termsfuse>) provides an example. Most importantly, the  
159 transferability provision allows the university to transfer the broad rights in the policy back to the  
160 author, so that authors can legally distribute their articles from their own web sites (as they often  
161 do illicitly now), to use them for their classes, to develop derivative works, and the like. In that  
162 sense, the policy leads to authors retaining rights, not just universities obtaining rights.

163  
164 **Section III, A, Line 44, authorize others to do the same:** This ordering of phraseology,  
165 introduced in the MIT policy, makes clear that the transferability provision applies both to the  
166 retained rights and the noncommercial limitation.

167  
168 **Section III, B, Line 54, articles completed before the adoption:** Application of the license  
169 retroactively is problematic, and in any case, suspect. This clause makes clear that the license  
170 applies only prospectively.

171  
172 **Section III, D, Line 67, will be waived: Not “will be waived.”** The waiver is at the sole  
173 discretion of the author. This broad waiver policy is important for the palatability of the policy. It  
174 is perhaps the most important aspect of this approach to open-access policies. The ability to  
175 waive the license means that the policy is not a mandate for rights retention, but merely a change  
176 in the default rights retention from opt-in to opt-out. Many of the concerns that faculty have  
177 about such policies are assuaged by this broad waiver. These include concerns about academic  
178 freedom, unintended effects on junior faculty, principled libertarian objections, freedom to  
179 accommodate publisher policies, and the like. Some may think that the policy would be  
180 “stronger” without the broad waiver provision, for instance, if waivers were vetted on some basis  
181 or other. In fact, regardless of what restrictions are made on waivers (including eliminating them  
182 entirely) there is always a de facto possibility of a waiver by virtue of individual faculty member  
183 action demanding an exception to the policy. It is far better to build a safety valve into the policy,  
184 and offer the solution in advance, than to offer the same solution only under the pressure of a  
185 morale-draining confrontation in which one or more piqued faculty members demand an  
186 exception to a putatively exceptionless policy. In any case, with several years of experience with  
187 these policies, it has become clear that waiver rates are exceptionally low even with this  
188 completely open waiver provision.

189  
190 **Section III, D, General note about the waiver of license:** The waiver applies to the license, not  
191 the policy as a whole. The distinction is not crucial in a pragmatic sense, as it is generally the  
192 license that leads to waiver requests, not the deposit aspect of the policy, and in any case, an  
193 author has a de facto waiver possibility for the deposit aspect by merely refraining from making  
194 a manuscript available. Nonetheless, if it is possible to use this more limited formulation, it is  
195 preferable in reinforcing the idea that all articles should be deposited, whether or not a waiver is  
196 granted and whether or not they can be distributed.

197

198 **Section III, D, Line 68, will be delayed:** Duke University pioneered the incorporation of an  
199 author-directed embargo period for particular articles as a way of adhering to publisher wishes  
200 without requiring a full waiver. This allows the full range of rights to be taken advantage of after  
201 the embargo period ends, rather than having to fall back on what the publisher may happen to  
202 allow. Since this is still an opt-out option, it does not materially weaken the policy. An explicit  
203 mention of embargoes in this way may appeal to faculty members as an acknowledgement of the  
204 prevalence of embargoes in journals they are familiar with.

205  
206 **Section III, C, Line 61, University Faculty member's final, accepted manuscript:** The author's  
207 final accepted version—the version after the article has gone through peer review and the  
208 revisions responsive thereto and any further copyediting in which the author has participated—is  
209 the appropriate version to request for distribution. Authors may legitimately not want to provide  
210 versions earlier than the final version, and insofar as there are additional rights in the publisher's  
211 definitive version beyond the author's final version, that version would not fall within the license  
212 that the author grants.

213  
214 **Section III, C, Line 60, no later than the date of publication:** The distribution of articles  
215 pursuant to this policy is not intended to preempt journal publication but to supplement it. This  
216 also makes the policy consistent with the small set of journals that still follow the Ingelfinger  
217 rule. An alternative is to require submission at the time of acceptance for publication, with a  
218 statement that distribution can be postponed until the date of publication.

219  
220 **Section III, E, Line 70, Policy Interpretation/Changes:** Specifying a review makes clear that  
221 there will be a clear opportunity for adjusting the policy in light of any problems that may arise.

222  
223 **DRAFT REVISION NOTES:** Revised after PACT review on 2/8/21; Revised after Library  
224 Forum on 2/11/21