



Guidelines for Use of ALA Copyright Forms

Please note: These guidelines are designed for legal information. This information is not a substitute for legal advice. If legal advice is requested, editors should encourage authors to seek legal council.

What is the difference between the copyright license and the copyright assignment agreements?

Under the license agreement, the author retains copyright and licenses certain rights to ALA. The author is responsible for administering his or her copyright. Queries regarding the work received by ALA will be forwarded to the author.

Under the assignment agreement, the author assigns copyright to ALA, while retaining specific rights for further use of the material. Any request for reprinting or other copyright questions will be handled by ALA Publishing's rights and permissions office.

Material covered under either agreement will be submitted to third-party database aggregators according to agreements of which ALA is a party.

Authors are free to sign whichever agreement best suits their purposes.

Who must sign an agreement?

Anyone whose contribution is 250 words or greater and whose name appears with the contribution (e.g., as a byline at the start of an article or run-in at the end of a book review).

Can a writer sign a blanket agreement for multiple issues?

No. Please request authors sign an agreement for each piece they contribute.

Must each member of a committee sign an agreement for a committee report?

If the submission was created as the work of an ALA committee, then no copyright form is needed.

If a single article or column has multiple authors, can each author choose a different type of agreement to sign?

No. Multiple authors of the same article or column must all sign the same type of agreement.

Who must sign agreements for interviews?

In the case of verbal interviews (those conducted face to face or over the phone, in which the interviewer writes down the responses), the interviewer owns the work and must sign an agreement.

In the case of written interviews (such as those conducted via e-mail in which the interviewee writes responses to questions), each participant signs for their contribution to the work. Thus, the interviewer owns the questions, and the interviewee owns the answers.

What about situations that are not covered above?

When in doubt, ask the author to sign an agreement—it is always better to err on the side of caution. There is no legal downside in ALA having a signed agreement. Likewise, authors benefit from considering and establishing the rights to their works. Editors are free to consider special requests from authors; however, they should consult with ALA Publishing's rights and permissions office before any amended copyright form is signed.

Where can editors and author obtain forms?

<http://www.ala.org/ala/aboutala/hqops/publishing/sundry/rightspermissions/divisioncopyright.cfm>