Author's response to reviews

Title: Restrictions Impeding Web-based Courses: a survey of publisher’s variation in authorising access to high quality on-line literature

Authors:

Dr Michele Langlois (Michele.Langlois@man.ac.uk)
Prof Richard F Heller (Dick.Heller@man.ac.uk)
Richard Edwards (Richard.Edwards@man.ac.uk)
Dr Georgios Lyratzopoulos (Georgios.Lyratzopoulos@man.ac.uk)
Dr John Sandars (John.Sandars@man.ac.uk)

Version: 3 Date: 6 Feb 2004

PDF covering letter
Restrictions Impeding Web-based Courses: a survey of publisher’s variation in authorising access to high quality on-line literature

Reviewer: 1 Category Discretionary revisions

Questions for clarification:

Point 1
How is this different from the same problems we have always had getting articles copied for student course packs? Is it the issue of whether the University library subscriptions should cover the restricted access website? I could not quite sort this out from the paragraph at the bottom of page 8. Can you clarify the difference a little more? How is the copyright law different with regard to web based teaching? Is it cost? Is it the type of access? Is it access at all?

Agree:
This was an error in the original article we meant to state differences in copyright agreements not legislation.
Amended text reads:
“Course packs consisting of photocopied reading material by students currently can be provided to higher educational students by their institution unless the material is not covered by the CLA higher education reproduction agreement (this includes any material on the CLA’s list of excluded categories and excluded works or material that is greater than 5% (or equivalent) of the complete body of work). Thus the institution bears the costs of photocopying, postage and package of the course pack to the registered students, however they are not required to pay any additional fees above those already paid by the institution as part of their agreement. The CLA Higher Education Digitisation Agreement differs in that there is only a recommended fee of 5p per page per copy, in reality though our survey results demonstrate that publishing firms levy considerably higher charges (at least 10 times) than those suggested by the CLA. Despite first-rate efforts of the CLA, current copyright agreements makes publishing web based teaching material problematic - the difference in pricing recommendations and those actually levied by publishers are extremely prohibitive and do not bode well for future web based teaching. If publishing firms were to follow the recommended fees proposed by the CLA then institutions would have a greater capacity to realistically budget for the likely permission fees when developing web based courses.” (Page 9 second paragraph)

Point 2
Would it make a difference to publishers if the secure website did not allow students to print copies? Was this addressed in your inquiry?

Agree:
This was not addressed in our original inquiry to publishers but it also wasn’t offered in response to our requests.
Amended text reads:
“Perhaps publishers may have been forthcoming if it was possible to technically generate electronic versions that inhibit the printing of material by students, but this seemingly contradicts the current higher education digitisation agreement [6] which allows for the printing and storing of a copy for personal use and could explain why it was not offered.” (Page 9-10)
Point 3
On page 7 your discuss “extracts”. Is this different from the author’s abstract, which tends to be available through Pub Med and other sources?

Agree:
‘Extracts’ refers to a range of possible sections reproduced from published sources i.e. article, book etc. The author’s abstract is one example of an extract and we have amended the text to clarify this for readers.
Amended text reads:
“To maximise the quality of our core teaching material we also wanted to include key extracts from published material such as a quote, abstract, figure or table.” (Page 5)

Point 4
On page 9 at the bottom, you note that copyright is held by the authors in PLoS and BMC. Does this suggest that instructors really have to get permission from the authors? I think not, but in this context, it would help the reader to understand what “open access” means for teaching purposes.

Agree:
To avoid confusion we have elaborated further how direct access to the article by URL negates the need to request copyright as the article is not copied and stored elsewhere.
Amended text reads:
“As publishers The Public Library of Science (PLoS) [10,11], and Bio med Central [12] charge submission fees, but offer electronic publication of a number of journals, with copyright being held by the authors, not the journal. Direct links to each specific journal piece ensures open access to individual articles to anyone on the Internet via the direct web address thus negating the need to request copyright.” (Page 10 - last paragraph)

Suggestions:
I would add to the conclusions
Suggestion 1
That publishers might at least publish their policy with regard to use of journal articles for teaching purposes on their web pages. In the long run, a uniform policy of the type suggested would be helpful. In the short run, it would have saved you time to at least know what the policy was.
Agree

Amended text reads:
“Much of these resource costs could be minimised for both parties if publishing houses would openly and clearly state, on their web sites and/or publishing material, their current permissions policy for various requests (including teaching purposes) along with contact details for these requests.” (Page 9 - first paragraph)

Suggestion 2
I wonder if a list of the 35 publishers you surveyed, and their responses to your inquiries might be listed as an appendix to this article. As there is no need for a space limitation in an electronic journals, you can share your experience in detail. This might 1) create momentum for those publishers to clarify or change their
policies and 2) save other instructors time in investigating the same issue. Shining a light on practice is a vital function of public communication.

Disagree
Reasons:
We have debated as to whether we should name the publishers involved in this survey. On balance we have decided we should not. One reason is that when contacting publishers we did not state that their responses may be disseminated more widely and used in a research publication. Therefore, we believe to publish the names of respondents would be a breach of the spirit and possibly the letter of ethical research practice. Furthermore the institution's copyright advisor advised us against incorporating these details in the article because we might make ourselves open to litigation. Finally, and very importantly, publishing these details might create bad feeling which could damage re-negotiations for subsequent permission requests, and adversely affect the delivery of our course. We would however discuss further details in confidence with appropriate individuals who contacted us for more information and as such we have placed a note to that effect after the table in the article. Even with anonymisation of the publishers involved, we believe that the paper still 'shines a light on practice' by exposing the extent of the potential problem for online courses wishing to access and use extracts of published material in online courses.
Reviewer: 2 Category – Discretionary & Minor

Questions for clarification:

Point 1
Copyright is a boring subject, and the paper as written doesn't bring it alive. This is of course unfair criticism since we all need to learn about boring subjects, but the journalist in me wanted more spice! I think the way to deal with this is abandon any attempt to write it as an IMRAD paper and instead make it either a personal view or - possibly - an editorial. Alternatively, perhaps make it an E&D piece on e-copyright, using the Manchester experience as illustration. If they chose to do the last of these (or indeed in any case) I'd be very happy to share our (much larger) database of who said what to requests for copyright permission, and how much they tried to charge! [NOTE: SEEING THIS PAPER SECOND TIME ROUND I STILL THINK IT'S BORING AND UNENGAGING, THOUGH THIS MAY NOT BE QUITE AS MUCH OF AN ISSUE FOR BIOMED AS IT WAS FOR BMJ SINCE YOUR MARKET IS DIFFERENT]

Informed by editor in communication to ignore this point. However, this draft differs from the original submission to the BMJ journal as we have included much larger numbers by incorporating submission requests from the whole of the first year and not just the first semester.

Point 2
I think naming and shaming might be in order here. Some publishers are notoriously ungenerous while others (e.g. BJGP, Radcliffe) have allowed my team to use anything for free as long as we did the work ourselves. This leads into an interesting question which BMJ itself has wrestled with - does making material freely available online reduce or increase one's profit in the long run? This could be discussed.

Disagree

Reasons:
Please see the reasons raised by the other reviewer (suggestion 2).

Point 3
There's a big difference across the Atlantic – American publishers tend to throw the law at you and British ones are much more collegiate. As the authors briefly say, this leads to a big distortion [BIAS] in the materials that our students get access to. This could also be discussed.

Agree

Reasons:
As the reviewer states we have identified the distortion bias in our material as a result of publisher’s responses to permission requests (Page 10). With regards to the Atlantic – British divide we accept that this may be the experience of the reviewer. However, in our experience American publishers were not always less collegiate than British ones and in a few instances have been more so. Therefore, we can only reflect what we have found and do not think we can validly make this point in our paper.
Point 4
But there’s another bias too. I have recently deliberately NOT submitted an article to a major US education journal, sending it instead to a small UK journal, for the sole reason that I want people to be able to access it without paying 30 bucks, and I don’t want people to get sued for making a photocopy for their friends. In other words, the DIFFERENTIAL policies on e-copyrighting taken by different journals goes against contemporary thinking/action on the nature of knowledge (in the information age, we EXPECT knowledge to be freely available and to be able to pass it around at little or no cost), and hence the rigid and constraining approach taken by a few big publishers is beginning to distort the market for academic publication. This too could usefully be explored and commented on.

Agree
We have explored and discussed the potential for submission bias by authors, however as most evidence is anecdotal we would not like to overemphasize the importance of this point.

Amended text reads:
“There are also anecdotal suggestions that authors may prefer to submit to journals that have free direct on-line access to ensure their work is being disseminated to a wide audience. Large publishers that insist in charging excessive fees for accessing individual journals may lead to distortions in the academic publication market.”
(Page 10 - first paragraph in predisposition towards available on-line resources)

Point 5
An important resource in the UK is HERON (http://www.heron.ingenta.com/), an independent copyright-getting agency which universities can join for an annual fee, and which does a lot of the work in chasing publishers, scanning documents etc. HERON keep central copies of all papers scanned so that the next group to request the same paper doesn’t need to reinvent the wheel. One of my bugbears about HERON (confidentially) is that I don’t think it’s terribly efficient of professional, and there may well be models in other countries that work better. My own view is that HERON should be bunked and subject-specific agencies established via the Learning and Teaching Support Network. Another possible topic for a discussion paper, but quite a political one. [COMMENT: THEY HAVE NOW INCLUDED MENTION OF HERON, THOUGH THEIR DISCUSSION DOES NOT COMMENT ON ITS VALUE]

Agree
We have elaborated further to satisfy the reviewer. However, as our institution is not a member at present we cannot assess whether HERON is a good resource.

Amended text reads:
“A number of initiatives have been made to improve access to published research. Organisations, such as HERON, have been established to help academic institutions to provide online access to student readings [9]. However, only a small proportion of HE institutions currently subscribe to the service and we have no experience of its use.” (Page 10 - last paragraph)

Point 6
The authors need to distinguish different issues more clearly in their discussion: (a) how easy it is to get copyright permission; (b) the cost in terms of fees + labour + frustration/demoralisation, and also the cost to the publisher who is also wasting time
sending letters etc; (c) the separate issue of ‘visibility of research’; (d) conclusions and recommendations. [NOTE: I DONT THINK THEY HAVE DONE MUCH HERE AS THEY HAVE DECIDED NOT TO TOTALLY REWRITE THE PIECE. GOOD LUCK TO THEM BUT MY ORIGINAL VIEW STILL STANDS!]

Agree
Reasons:
We have rewritten the original piece that the reviewer is referring to and have included clearer guidance using the headings that the referee suggested. We have not used the exact terminology but have changed the first heading to more closely represent the reviewer’s suggestions. We are sorry that this rewrite and classification was unable to satisfy the reviewer.

Point 7
A different piece might also consider differential problems with different bodies of literature. Anything over 30 years old is out of copyright. We ourselves run a philosophy module, and thought we were OK reproducing Aristotle and Plato - but got caught out because it’s the date of translation that counts, not the date of publication of the original.

Agree
We have given one example which further elaborates copyright legislation that we feel are open to interpretation due to vague/ambiguous terminology such as publishers interpretation of ‘fair dealing’.

Amended text reads:
“The issue of permission for different types of material is contentious. For instance, abstracts are often freely available through many bibliographic and referencing databases such as Pub Med, but strict interpretation of the law would suggest their duplication requires permission as they arguably represent a substantial part of the body of work. Although we did request permission for all extracts, this may have been beyond legal requirements and the University is currently seeking advice as to what extent this is required in the future.” (Page 7)