

EDITION 2026.09.22-RIGHTS-1

Start with the work. Not the publisher.

A rights decision is valid only for a specific work, claimant, version, use, and set of controlling instruments. This record keeps those facts beside the final action.

Educational record, not legal advice.

Do not use this worksheet to resolve a legal conflict, determine ownership, or replace institutional counsel. It is designed to reveal what must be verified and what remains unknown.

Article or work

Title, internal identifier, journal if known, and corresponding author.

Decision owner

Name, role, institution, email, and review date.

Potential rights holders

Authors, employer, institution, sponsor, publisher, and separately owned components.

Authority to sign or grant permission

Who can sign, on whose behalf, and what evidence establishes that authority?

Version identity

☐ Author original

☐ Submitted manuscript

☐ Accepted manuscript

☐ Proof

☐ Version of Record

☐ Corrected / enhanced VoR

File or version	Stable locator	Key date	Evidence

U.S. ownership and transfer starting points: [U.S. Copyright Office](#). Version terminology: [NISO JAV](#). File format alone does not identify the publication version, and version identity does not itself establish permission.

ONE ROW FOR ONE PLANNED ACTION

Ask a use-specific rights question.

Can I share my paper is too broad. Name the exact version, action, destination, audience, timing, and modification before searching for permission.

Planned-use statement

Version and component
Whole accepted manuscript, Version of Record, one figure, supplementary file, or another exact object.

Action and destination
Deposit, post, distribute, reproduce, translate, adapt, or license - and where.

Audience, access, and timing
Public or restricted, expected users, planned date, and any embargo or access period.

Changes and downstream terms
Edits, translation, extraction, branding, attribution, license, and commercial context.

Use-by-use evidence matrix

Proposed use	Instrument and clause	Status	Condition or conflict	Owner / next action
		A R ?		
		A R ?		
		A R ?		
		A R ?		

Status: A = supported by cited evidence, R = restricted by cited evidence, ? = unresolved. Do not convert missing evidence into permission.

Instrument bundle

☐ Signed publishing agreement

☐ Accepted addendum or amendment

☐ Award and funder terms

☐ Institutional policy or license

☐ Journal policy in force

☐ Repository or platform terms

☐ Open license or permission

☐ Third-party permissions

Policy discovery can begin with [Jisc Open Policy Finder](#); retrieve and preserve the current underlying source. A directory record or journal webpage does not replace the signed agreement for this article.

EXTRACT THE OPERATIVE TEXT

Read the grant. Then read the limits.

Labels such as copyright transfer, exclusive license, or author retains copyright do not answer the use question. Record the exact clause, its scope, and every condition that travels with it.

Clause family	Exact clause / page	What the text does	Condition, exception, or unknown
Grant or transfer Rights named, exclusive or nonexclusive status, whole or partial scope, media, language, territory, term, and effective event.			<i>A heading such as license or copyright does not reveal the operative scope. Read the actual grant.</i>
Retained author uses Teaching, research, colleague sharing, thesis, future works, presentations, repository, personal site, and figure or table reuse.			<i>Retained rights may have version, destination, timing, notice, or noncommercial limits.</i>
Public-access route Required manuscript version, repository, deposit event, public-release date, rights statement, and responsible actor.			<i>Publisher policy, funder rights, institutional rights, and the signed contract may be different instruments.</i>
Publisher powers Sublicensing, enforcement, commercialization, adaptations, translations, derivative products, and use of author name or likeness.			<i>A broad sublicense or derivative-work power can matter even when the author nominally retains copyright.</i>
Author promises Originality, noninfringement, permissions, confidentiality, conflicts, warranties, indemnity, and responsibility for coauthor authorization.			<i>Promises about third-party material can create obligations beyond the reuse rights the author receives.</i>
Change and exit Publisher editing authority, author approval, correction or retraction process, termination, reversion, governing law, venue, and survival clauses.			<i>A right that exists only after termination or reversion is not available before the required event and process.</i>

Do not collapse separate instruments.

Ownership, a publisher grant, retained rights, a funder or institutional license, repository policy, and a public open license can coexist. Compare their exact scopes and dates; do not invent an order of priority.

Proposed change or clarification

Clause or use at issue
Quote the existing language and identify the planned use it affects.

Requested language or addendum
Record the proposed revision and the source or template used.

Publisher response
Accepted, modified, declined, unanswered, or routed elsewhere - with date and correspondence locator.

Institutional review
Office, reviewer, question, response, and any limit on reliance.

SPARC describes its addendum as a legal instrument proposed to modify a publishing agreement and request specified retained rights. It is not automatically accepted. See [SPARC Author Addendum](#).

KEEP ROUTES AND PERMISSIONS DISTINCT

Public access is not one pathway.

A funder route, institutional route, publisher route, and open license can require different versions, destinations, dates, notices, and rights. Record each one independently.

Public-access route record

Route	Work / version	Destination	Deposit / release timing	Required language	Evidence
Funder or award					
Institution					
Publisher / journal					
Other permission					

Current NIH example, not a universal rule.

For in-scope Author Accepted Manuscripts accepted on or after July 1, 2025, NIH requires submission to PubMed Central upon acceptance and public availability without embargo on the Official Date of Publication. NIH separately describes the Government Use License and suggested submission-stage transparency language. Confirm exact scope and current instructions.

[NIH policy overview](#) [NIH rights guidance](#)

Open-license boundary

Exact license and version

For example, CC BY 4.0 - not simply open, free, or Creative Commons.

Covered and excluded material

Identify separately owned figures, images, instruments, marks, data, and personal information.

Licensors and authority

Who applied the license, and what evidence shows control of the covered rights?

Reuse conditions

Attribution, change marking, adaptation, commercial-use, ShareAlike, notice, and source-link details.

License boundary. A CC license grants only rights the licensor can grant. Identify third-party content separately; privacy, publicity, personality, trademark, patent, and other rights may still require review.

EVIDENCE CHECKED SEPTEMBER 22, 2026

Preserve the reason beside the action.

A later author, librarian, editor, or counsel should be able to see what was decided, which evidence supported it, and what would trigger a new review.

Decision

☐ Sign or proceed as written

☐ Request clarification

☐ Propose an addendum or revision

☐ Obtain separate permission

☐ Change version, destination, or timing

☐ Pause for institutional or legal review

Decision and rationale
Name each approved, restricted, or unresolved use and cite the controlling evidence.

Unresolved conflict or uncertainty
State the issue without choosing a legal answer; name the escalation owner.

Final action and locator
Signed documents, correspondence, deposited file, public URL, DOI, permission, or withdrawal.

Review trigger
New version, new destination, policy change, agreement change, correction, rights dispute, or reuse request.

Primary-source register

A. Copyright Ownership and Transfer, 17 U.S.C. Chapter 2 U.S. Copyright Office / Sections 201, 202, and 204 U.S.-specific starting points for initial ownership, work made for hire, separate ownership of exclusive rights, the distinction between copyright and the physical copy, and signed-writing requirements for transfers. Open source	B. Journal Article Versions (JAV), NISO RP-8-2008 National Information Standards Organization / Recommended terms, definitions, and use cases Distinguishing Author's Original, Submitted Manuscript Under Review, Accepted Manuscript, Proof, Version of Record, Corrected Version of Record, and Enhanced Version of Record independently of file format. Open source
C. Author Rights and the SPARC Author Addendum SPARC / Author Addendum overview and U.S. form Using a proposed addendum to request specified retained rights such as teaching, research distribution, site posting, and derivative works. Open source	D. Open Policy Finder Jisc / Service scope and policy-record description Finding reviewed summaries of publisher, journal, and funder open-access policies, plus compliance and agreement discovery tools. Open source
E. 2024 NIH Public Access Policy Overview National Institutes of Health / Policy requirements effective July 1, 2025 For in-scope Author Accepted Manuscripts accepted on or after July 1, 2025, submission to PubMed Central upon acceptance and public availability without embargo on the Official Date of Publication. Open source	F. NIH Government Use License and Rights Guidance National Institutes of Health / NOT-OD-25-049, rights and communication sections NIH's described Government Use License, the PMC submission statement, no-embargo public availability route, and suggested transparency language during journal submission. Open source
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