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PRACTICE ARTICLE

Reusing Figures in Research: New License Clauses Eliminate Need for Permissions or Payments

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ABSTRACT

Introduction: Academic authors typically seek permissions and pay a fee if they want to reuse figures, images, tables, or other brief excerpts from previously published works in their own publications. This process can be time-consuming and costly, presenting a real barrier for authors. However, in many cases, this convention may be unnecessary. Electronic resource (e-resource) licenses that libraries sign with publishers often now include clauses that permit the use, with appropriate credit, of such content from licensed materials by authorized users in their own publications for personal, scholarly, or educational purposes.

Description of Program: This paper describes a project that we undertook to investigate which of our library's current licenses include such a clause. We focused on licenses for the largest journal collections, likely the content most often cited by authors. Of the 23 licenses we reviewed, 19 had clauses permitting reuse. We anticipated that informing authors about this topic would be a challenge, so we thought carefully about strategies, developing a comprehensive communications plan to guide these efforts. Finally, we discuss several cases of authors helped by this project and how we shared our learning with colleagues in other libraries.

Next steps: We plan to add this clause to our list of recommended licensing terms, incorporating it into more of our direct licenses with vendors from now on. Also, because many authors who we support are graduate students writing their theses or dissertations, we hope to empower student authors in considering the fair dealing copyright exemption for reusing figures in the future.

Keywords: Copyright, licenses, e-resources contracts, permissions, reusing content, scholarly publishing

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INTRODUCTION

Academic authors often incorporate the ideas of others in their works and cite the original authors accordingly—no payment or permission is required. This is not the case when the author wants to reproduce figures, images, tables, or other such content from previously published works. An author would typically seek permission for this kind of reuse from the copyright holder (often the publisher) and sometimes also pay a fee. This is in addition to citing the reproduction in their work. Depending on the publisher involved and the type of reuse, seeking permissions can be time-consuming and costly. If the situation involves a review article in the sciences, which often includes numerous previously published figures, this process can be a real obstacle for authors. This is precisely the situation that occurred for a science faculty member and his graduate student at the University of Saskatchewan (USask), in Saskatoon, Canada, in 2021.

One of us is a liaison librarian for several science disciplines at our institution and noticed a social media post from a faculty member. He complained that one of his graduate students was writing a review article and, in seeking permission to reuse a previously published figure from one of the Nature journals, was given a quote for more than \$100 CAD. Upon seeing this complaint, we did some exploratory searching online to see whether other academic libraries had any advice or support for authors in this situation and came upon the Massachusetts Institute of Technology (MIT) Libraries' blog post "Using Figures & other Content from Published Works" (n.d.).

MIT Libraries (n.d.) lists a number of publishers and indicates that "These publishers give MIT authors the right, without asking permission or paying a fee, to use, with appropriate credit, figures, tables and brief excerpts of works that the MIT Libraries subscribe to in the author's own scientific, scholarly and educational works" (para. 1). We reached out to MIT Libraries to ask for more details and were informed that this right was part of a "Scholarly Sharing" clause in the Northeast Research Libraries (NERL) Model License (2012) that reads as follows:

Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale. *In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works* [emphasis added]. (p. 5)

Upon investigation of our license for the Nature journal in the local situation described earlier, we realized that it has a similar clause for the publisher involved. We informed the faculty

member and his student about this clause, and they were able to avoid paying the \$100 permissions fee for reusing the figure and instead simply cited it in their article.

This raised the obvious question: How many other USask authors are unnecessarily spending time and money in seeking permissions for a reuse that they already have a right to through our library licenses? In this paper, we discuss the ensuing project to investigate our other major journal licenses and communicate the results with USask authors and library colleagues, both locally and beyond our institution.

LITERATURE REVIEW, BACKGROUND, AND CONTEXT

Beyond the aforementioned MIT blog post, little has been published on the topic of reusing figures or other content from previously published works. This area draws on expertise from several different library specializations, so in lieu of a more traditional literature review section, we provide some background and context for how contributions from each of our areas of professional expertise, liaison librarianship and scholarly communications, copyright, and e-resource licensing were necessary to the success of this project.

Scholarly communication supports for authors

Liaison librarians and scholarly communications librarians often support the publishing activities of researchers at their institutions. This may include a range of issues, from choosing an appropriate journal to negotiating copyright transfer agreements (CTAs) with publishers or applying Creative Commons licenses to their works. Researchers typically seem to have little interest or awareness in author rights issues such as retaining their copyright in published works and report considerable confusion and low comprehension of the content of CTAs (Kohn & Lange, 2018).

It is likely that this perceived lack of interest and awareness is related to the phenomena of copyright anxiety and copyright chill. Although the purpose of copyright law is intended to balance the rights of creators and consumers, in reality, rightsholders seem to hold more power in their ability to sue for any violations, and the technical legalese of copyright language can be a significant barrier. These factors may understandably result in uncertainty or fear (i.e., copyright anxiety) and deter the legitimate uses of published works (i.e., copyright chill) by users (Silbey, 2016; Wakaruk et al., 2021).

Liaison librarians have established relationships with faculty and graduate students in their subject areas and so are in a position to recognize and identify when issues such as copyright anxiety and chill are impeding the publishing activities of researchers. In collaboration with

scholarly communications librarians, liaisons can intervene to support researchers in understanding their rights and options, building copyright knowledge and good practice (Nilsson, 2016). This can also now extend to understanding the rights that they are afforded in library licenses of the materials that they access.

Relatedly, liaisons also often provide guidance on ethical use of sources in research, including properly attributing these sources. Commonly, this involves teaching citation styles and the use of reference management software but could also include support for the author in seeking permissions for reuse of an image or figure in their work. Whether copyright permission is needed depends on factors such as whether the figure is copyright-protected, which license allowances may already be in place, and whether the use might be permitted by an exception or limitation in the applicable copyright law(s). But to what degree do copyright law exceptions such as fair use or fair dealing permit figure reuse without permission from the rightsholder?

Copyright: fair dealing, copyright anxiety, and risk aversion

Canada's version of fair use is known as fair dealing. Section 29 of the Canadian Copyright Act states that "fair dealing for the purpose of research, private study, education, parody or satire does not infringe copyright" (Canadian Copyright Act, 1985). Although this suggests that fair dealing is a solution to reusing figures for such purposes, it is not necessarily so.

Many copyright experts responsible for institutional compliance policies have historically recommended that any third-party copyrighted material only be shared openly online if the copyright owner has provided permission. This has been a straightforward way to manage copyright risk but is arguably overly conservative. Sharing copyrighted material openly could constitute fair dealing depending on the purpose of the use. Restricting any and all open sharing of copyrighted material is also increasingly difficult to sustain as libraries work to promote and grow their open online institutional repositories (IRs). In the IR at our institution and many others, students' electronic theses and dissertations (ETDs) make up a significant portion of the IR contents (OpenDOAR, n.d.). Many students plan to include others' figures in their ETD, only to learn later about the copyright obstacles. Although some figure reuse in ETDs could constitute fair dealing, students at our institution are required to get copyright permission or a license for it because their ETD will be open online (University of Saskatchewan, n.d.-a). Even at institutions that do encourage students to consider fair dealing for figure reuse in ETDs, copyright chill and anxiety are common and persistent. One of us has heard anecdotally from colleagues at these institutions that students will often acquire copyright permission for the figures anyway or even remove them altogether so that they do not have to worry about any copyright risk.

Fair dealing is not generally used to allow figure reuse in academic publishing either. Publishing still operates in what is largely a risk-averse “permissions culture,” and copyright exceptions and limitations are not broadly or liberally applied (Aufderheide, 2020). Even if a scholar determined that their use of material should constitute fair dealing for research, academic publishers are unlikely to publish third-party copyrighted figures unless the author has acquired a copyright license from the rightsholder. One exception to this is the *Permissions Guidelines* agreement between the International Association of Scientific, Technical and Medical Publishers (STM) signatories. Publishers who have signed on to this agreement allow the reciprocal use of “... limited amounts of material in other original published works without charge, and with a minimum of effort needed for permissions clearance” (STM, 2022).

Finally, with regard to the reuse of copyrighted material, many Canadian institutions operate with the understanding that contract law trumps copyright law (Di Valentino, 2013). This means that any terms of use, or license terms, that a user is bound by when dealing with copyrighted material supersede what is permitted and prohibited by copyright law. The decision to interpret the law in this way is not based on case law; there are no definitive Canadian case decisions regarding which of the laws (copyright or contract) supersedes the other. Rather, we believe it is a risk-mitigation approach that many universities have taken to avoid potential breach of contract issues with their license agreements. If a member of the university community uses licensed material in a way that copyright law may permit but the library license agreement prohibits, that presents a potential legal risk that many universities, including our own, are not currently prepared to take. Although some countries’ copyright legislation prohibits contracts from overriding certain copyright exceptions and limitations, neither Canada’s nor the United States’ copyright laws include such a clause (Band, 2023). For countries such as Canada, whose laws are silent on the copyright-contract relationship, there is little consensus in legal commentary and case decisions regarding which law supersedes the other, with some arguing that there is no definitive way to know (Chapdelaine, 2017; Guibault, 2002). The implications of this legal ambiguity are significant, particularly as the contract-before-copyright approach persists in many post-secondary institutions. Thus, the terms included in an e-resource license play a major role in figure reuse for scholarly purposes.

The rise of e-resource licensing

Most academic libraries in the Global North now have collections that are largely online, housed mostly on servers far outside the physical building, and are behind paywalls that rely on authentication software and an internet connection. They are hosted by various publishers and third-party vendors and are governed by license agreements (Dybert &

Langendorfer, 2014). As contracts, these licenses lay out responsibilities of both the licensor (vendor/publisher) and the licensee (library/university), how the resources can be used, what kind of use is prohibited, and other terms that govern the relationship between the library and the vendor (Duggan et al., 2017).

This shift from a print collection subject only to copyright law to an online collection that is managed by licenses with vendors (or sometimes via consortia) has meant major changes for how users interact with published scholarly literature. If a scholar at our institution wanted to reuse a figure based on a fair dealing analysis but they accessed that figure through the university library's e-resource collection, then the library license terms (over the fair dealing analysis) would be the determining factor in whether the figure can be reused or not. Provisions have to be included in each license to ensure permissions such as fair dealing are available to users because, as discussed earlier, many universities operate under the approach that contract terms take precedence over existing rights and exceptions provided by copyright law (Dygart & Barrett, 2016). Although adding such fair dealing clauses should, in theory, help to mitigate the need for authors to seek permissions for figure reuse (since they permit authorized users to exercise their rights under fair dealing), they do not help in practice since many scholarly publishers still have policies requiring authors to seek permissions for reuse.

This shift from print to online necessitated new areas of expertise for acquisitions librarians, created new relationships with legal departments on campuses, and required new systems or workarounds to communicate the terms of use to authorized users. The library employees who work in e-resource management are put in the position to enforce these contracts and the vendors' policies with library users, which is not always a comfortable position, especially when licenses are very restrictive. Even communicating to users about license terms that may benefit them, such as provisions to enable figure reuse, is extremely challenging and is a major focus of this project.

DESCRIPTION OF PROJECT

Identifying the issues

The local situation described in the Introduction involved a Nature journal that we access through a Consortium of Prairie and Pacific University Libraries (COPPUL) license. COPPUL is a regional consortium that represents academic libraries in western Canada. Since there is no non-disclosure agreement (NDA) on this license, we are able to share the language from the applicable clause here:

3.5 ACADEMIC RESEARCH AND TEACHING

Members and Authorized users may (a.) *incorporate parts of the Licensed Materials in printed or electronic form in assignments, portfolios, theses, dissertations, teaching, conference presentations, and lectures, with appropriate credit; (b.) make use, with appropriate credit, as may be permitted by fair use or fair dealing under applicable copyright law, and in accordance with generally accepted research standards, of portions of the Licensed Materials in research and publications for personal, scholarly, educational, or professional use* [emphasis added]; and (c.) store a single copy of an individual document being part of the Licensed Materials, including within secure personal Bibliographic Reference Management Systems. For the avoidance of doubt, none of these activities may be undertaken for Commercial Use or in a manner extensive enough to substitute for a License to the Licensed Materials. (COPPUL & Springer Nature, 2020, p. 34)

Section (b) of this clause is what enabled us to advise the faculty member and his graduate student that they did not need to pay the \$100 permissions fee quoted by Nature to reuse a figure in their review article since according to the license, the use was "...in research and publications for personal, scholarly, educational, or professional use." The stipulation that they provide appropriate credit is reasonable, and the authors would have cited the original figure in their caption anyway. However, the mention in the last sentence of the clause that "...none of these activities may be undertaken for Commercial Use" caused some discussion among us. The authors in this situation would be submitting their review article for publication in a commercial journal, so it might be argued that this is a "commercial use" by the publisher of the journal since it is selling subscriptions for profit. However, we concluded that this use by the authors did not constitute commercial use since they themselves were not financially profiting from its publication. As is typical in scholarly publishing, the authors in this case would freely contribute their article to the journal, expecting no payment from the publisher for their work.

As we later learned, the COPPUL license cited earlier was based on the Canadian Research Knowledge Network (CRKN) model license. CRKN is Canada's national consortium for academic libraries that negotiates many of our licenses for e-resources. This is the text of the applicable clause:

3.5 ACADEMIC RESEARCH AND TEACHING

Members and Authorized users may (a.) *incorporate parts of the Licensed Materials in printed or electronic form in assignments, portfolios, theses, dissertations, teaching, conference presentations, and lectures, with appropriate credit; (b.) make full use, with appropriate credit, of the Licensed Materials in research and publications for personal,*

scholarly, educational, or professional use [emphasis added]; and (c.) store a single copy of an individual document being part of the Licensed Materials, including within secure personal Bibliographic Reference Management Systems. For the avoidance of doubt, none of these activities may be undertaken for Commercial Use. ([Canadian Research Knowledge Network, 2020](#), p. 4)

Local implementation

The three of us came together to discuss this issue due to our relevant and complementary areas of expertise. We decided to initiate a project to investigate which of our library’s current licenses include this clause or one like it. Our initial focus was on the licenses for the largest journal publishers, which would be the content most commonly cited by USask authors. We would then communicate the results to our campus community. The ultimate goal of this project was to save the time and money invested by USask authors in seeking unnecessary permissions and paying unnecessary fees to reuse figures in their own scholarly publications. We also wanted to share our work with academic librarian colleagues across Canada so that they could similarly inform the authors on their campuses of the beneficial clauses in our shared consortial licenses.

We gathered the licenses for major journal packages from CRKN and COPPUL that the USask Library participates in and split them up among us to review. We ultimately focused our review on just one clause in the licenses: the “Academic Research and Teaching” clause cited earlier, which we colloquially referred to as the “figure reuse clause.” We used a shared spreadsheet to keep track of which clauses were present in each license and made notes of any details or differences.

Our initial review included 23 licenses ([Table 1](#)). The inclusion of two non-consortia, locally negotiated licenses was required because we had canceled two big deal journal packages with major publishers in 2020 and re-subscribed to a limited number of their titles individually.

Type of license	Number of licenses	Figure reuse permitted
CRKN	12	11
COPPUL	6	4
Local	2	1
Total	23	19

Table 1. Initial license review results (major journal packages)

Communications

After completion of the analysis, the next step was communicating with USask researchers about this project. However, prior to this, we needed to ensure support from our library administration. Copyright chill can also apply to library leadership who understandably do not want to expose their institutions to legal risks. We contacted the university's legal counsel to explain the project and request their opinion. Their positive assessment of our interpretation of the license clauses bolstered our argument to begin communicating about this project to our community, and our library administrators agreed.

We anticipated that informing USask authors about the details in library license agreements may be a challenge due to the complexity of the topic; therefore, we thought carefully about our communications strategy for this project. Our first step was to build a webpage (<https://library.usask.ca/copyright/authors-and-creators/re-using-figures.php>) on the library's copyright website to explain to USask authors what their reuse rights are that we have negotiated into journal licenses, which publishers this applies to, and how they can take advantage of these rights. It is based on the MIT Libraries blog post mentioned earlier. Before promoting this webpage, we tested it with librarian colleagues and a few faculty authors to ensure clarity of the information. One faculty member suggested that we provide some examples for the underlined sections of this sentence from the page: “The reuse needs to be for non-commercial personal, scholarly, or educational purposes and without modifications to the reused content” (University of Saskatchewan, n.d.-b, para. 4). After some discussion, we decided not to add additional definitions or examples since we were concerned that it could invite semantic arguments and legal risk of interpreting those terms in a way that the vendor might not agree with.

The webpage served as the anchor for all of our subsequent communications, providing a more detailed explanation than was possible in the emails and other announcements that followed. We produced a brief blog post about this project for the news section of our library's website (University of Saskatchewan, 2022). The email messages we sent to USask librarian colleagues, and the Teams announcement that we posted for all library employees, are reproduced in Appendix A. One key audience to inform is library employees who frequently staff the service desks and chat reference. It is important that such library staff, as well as liaison librarians, are informed about this kind of project so that they can likewise inform USask authors and direct them to our project webpage.

To organize and guide our messaging on this project, we developed a Communications Plan (see Appendix B). The plan lists our communications objectives, key audiences and messages, the timeframe and channel for the messages, and who would be leading each communication item. A summary of these communications activities is listed in Table 2.

Method	Audience	Purpose
Webpage (on Copyright site)	USask authors/researchers (faculty, staff, students)	Most detailed information for authors; contact info for more questions
Email	Library Dean’s Team	As a courtesy, to alert them about the details of this project and provide the comms plan; link to webpage
Blog post on Library News site	General; campus community	To catch attention in a newsy tone; link to webpage for more detailed information
Teams announcement channel	Library employees: reference/ research support staff	A version of the Library News blog post; link to webpage for more detailed information
Email for liaisons to forward to their subject areas	Ultimate audience is USask authors/researchers	A version of the Library News blog post; link to webpage for more detailed information
University Library social media posts	General; campus community	Library Communications Committee creates and distributes; link to webpage for more detailed information
Email to CRKN & COPPUL lists	Other Canadian academic librarians	Share information about the project; suggest possible collaboration in assessing more shared consortia licenses
Email to various lists and ScholComm Slack channel	Other Canadian academic librarians	Share information about the project; links to webpage, blog post

Table 2. A summary of communications activities that we undertook to inform stakeholders about this project

Cases

As part of our Communications Plan, we had a dedicated email address created as the go-to contact point for figure reuse questions. We announced the email address publicly online, and via email to library colleagues, in December 2022.

Since the email address went live, we have received 14 figure reuse queries: 10 to the dedicated email, and four directly to one of us in her role as the copyright coordinator. The three of us have shared access to the email, and we use an online document to compile the queries we receive and our replies. All of the queries so far have been from graduate students at our institution. Eleven students asked about specific figures, and three asked for general figure reuse

information. The total number of specific figures that have been asked about is 60. A general breakdown of the copyright status and usage allowances for the images we were asked about is displayed in [Table 3](#).

Copyright status/license allowances	Number of figures (out of 60 total)
Figure reuse permitted by library license	12
Figure reuse permitted by other terms of use or copyright status (e.g., public domain, Creative Commons)	20
Figures that students: - acquired permission from the copyright owner to use; OR - redrew/recreated in their own way; OR - did not ultimately reuse	28

Table 3. General breakdown of figures by copyright status/license allowances

For a few reasons, the numbers in [Table 3](#) may not be a fully accurate representation of the number of figures being reused. Our librarian colleagues may be supporting authors in their liaison areas directly, and we may not be hearing about those queries. Members of the university community may also be using the webpage independently, which we do not have a way to track. Finally, in at least one case, a student contacted us after having acquired copyright permission for a figure that they could have reused without this permission based on a library license allowance. That figure is counted in the third row of [Table 3](#) (one of the 28 figures) when it could have been permitted by the applicable library license, and this is likely to also happen in the future.

In addition to questions about license allowances, students regularly request that we review how they have cited the figures in their theses. We often provide recommendations about adding “used with permission/used under license” statements and Creative Commons license information. For any figures used based on the library license allowances, we recommend that students include a statement to the effect of “This image is used in accordance with a University of Saskatchewan library license agreement” with the figure reference or description.

There are a few particular cases that we wanted to highlight and describe:

- There was one student whose thesis advisor required that the student append the library license to their thesis as proof of permission. We did not feel it was necessary for the entirety of the license agreement to be appended to the thesis; therefore, we provided the relevant clause of the license, and the student and advisor were amenable to using that.

- There were also two cases in which the student wanted to use multiple figures from the same journal article. For those cases, we advised that the student could rely on the library license allowance for inclusion of one image and that they acquire copyright permission or a license for the other(s). We recognize that limiting reuse to one figure per publication may be an overly conservative approach to applying the license clause. Given that this is a new allowance for our university community, and that we required approval from our institution's legal counsel, we felt it was prudent to introduce it in a low-risk manner. We had also observed that most graduate students and researchers were generally looking to reuse only a single figure from a given publication in their own work, so the limit would not regularly be an obstacle.
- Another recent case was handled by one of our liaison librarian colleagues. She was contacted by a faculty member asking whether there were funding sources available to pay permissions fees for reusing figures in a publication. Our colleague remembered the internal communications that we did about this project and reviewed the figure reuse webpage. She discovered that, although our library license agreements did not permit this figure reuse, the *STM Permissions Guidelines* that we link to on the webpage did allow the reuse without additional license fees. The faculty member was extremely grateful, asking our colleague "Where do I send you the check of the \$900 I saved?"
- Finally, we have heard complaints by authors that they cannot reuse figures that they themselves have created and previously published since they have transferred exclusive rights to the article that it is included in over to the publisher. This is an especially frustrating situation for authors. Although we continue to advocate for authors to retain copyright to their articles (or at least not to sign over exclusive rights to publishers), we recognize that authors often do not feel empowered to negotiate for these rights with profit-driven publishers. Therefore, for this unique situation, we have added a suggested workaround to our figure reuse webpage. Briefly, we recommend that any original figures that an author creates be first deposited in an open repository with a Creative Commons license applied. Then, the author can legally include the figure in all of their subsequently published works, citing the openly licensed version in the repository. The added benefit of this approach is that other authors may reuse the figure without seeking permissions or paying fees as well! See the blog of the Graduate School of Systemic Neurosciences at Ludwig - Maximilians - Universität in Munich for a nice explanation of this strategy ([Hänzi, 2016](#)).

We anticipate ongoing questions from the university community about figure reuse generally and about interpreting and applying these license allowances. Numerous questions have come up just within our small group that required discussion: Do these licenses apply to journal

clubs? What about continuing education offered through our institution? Is it always clear which publication years the allowances will apply to? Is it always clear which journals? However, we hope that the university community will increasingly use the figure reuse webpage independently. We will continue to raise awareness of it with graduate students, faculty, and our library colleagues.

Sharing with external colleagues

We are anecdotally aware of similar projects in recent years by colleagues at other Canadian academic libraries to make the reuse permissions in their e-resources licenses more searchable, the purpose being to reduce the number of research and teaching use cases that require one-off copyright permissions. However, to our knowledge, none of these projects address the figure reuse clause that we have investigated here. This prompted us to also extend our communications efforts externally. In May 2023, we shared an update of our project with the collections email lists for the consortia CRKN and COPPUL. We explained the project, provided the link to our webpage for authors, and shared a collaborative spreadsheet to crowdsource updates for the shared consortia licenses as they are renewed. We heard back from several colleagues across Canada who were interested in sharing this information on their campuses and incorporating it in their website information for authors. We met with copyright colleagues from Simon Fraser University (SFU) who indicated that they plan to communicate with their liaison librarians about these license allowances. The e-resources librarian at SFU reviewed their major licenses and added information around figure reuse to the institution's publicly available library license information. She has also added additional details to the license spreadsheet that we shared. Similar work has also begun at the University of British Columbia Libraries to include additional information about scholarly sharing of licensed materials.

NEXT STEPS

There are a number of practical local initiatives related to this project that we plan to undertake in the near future. It is our hope that this work on figure reuse in licenses will lead to a related shift at our institution to allow students to consider fair dealing in determining whether copyright permission is needed to include a figure in their work that is shared openly (e.g., in open access ETDs in the institutional repository). We are also adding the clause to our list of recommended licensing terms, with the intention to incorporate it in more of our direct licenses with vendors in the future and to continue to discuss this clause with others in the consortia that we belong to. The systems that we currently use to publicly display license terms to campus stakeholders are not very flexible, but we are looking for ways to incorporate figure reuse as a key clause to highlight in the future, as our colleagues at SFU have already done. There may also be benefits to applying this clause in the creation and editing of open

educational resources, so we plan to reach out to the group that leads this work on our campus soon. Seeing the clear, immediate benefits for USask students and faculty of applying this license clause also has us considering other opportunities for expanding communication about fair dealing and other license terms that may benefit our campus community. There is always outreach and education to do on these topics.

The e-resources license clause that we investigated in this project is part of a model license developed by our national consortium. Additionally, the MIT project that initially made us aware of these sorts of clauses was based on the model license from their regional consortium, too. This made us wonder how widespread these figure reuse clauses are in library consortium model licenses internationally. Out of curiosity, we performed a quick environmental scan of publicly available model licenses of members of the International Coalition of Library Consortia (ICOLC). Of the roughly 230 consortia members listed at the time, we were able to locate about 40 model licenses on the websites of the individual consortia. Of these, about half included a similar figure reuse clause. This was a very quick and rough assessment but has the potential to evolve into a research project in the future.

Some final thoughts

This project focused on the very specific situation of reuse permissions clauses included in library e-resources licenses. Many librarians and most library users are unaware of these clauses, so we felt compelled to initiate this project and communicate about it. However, other types of reuse permissions exist, such as those that are inherent in Creative Commons licenses. Indeed, if more scholarly works were licensed in this progressive way, then the labor-intensive and complicated process of negotiating for and communicating about the e-resource license clause described in this article would not be necessary. We will continue to advocate for a more balanced copyright environment that better addresses the needs and rights of academic authors both as creators and users of scholarly literature.

To conclude, this project has made evident to us the benefits of close collaborations among library professionals in the areas of scholarly communications, e-resources licensing, and copyright. To our knowledge, these sorts of collaborations are uncommon but have the potential to deliver unique and impactful services for the university community. We encourage colleagues at other libraries to seek out such partnerships, too.

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benefited from conversations with colleagues at other Canadian universities, from initial comments on the project to in-depth conversations about implementation plans and ideas for future work. Shelby Sluth, the Copyright Assistant at the USask Library, was instrumental in the preliminary review of ICOLC member model license terms. Shelby also helped in the development and editing of the webpage for this project, and we thank her very much for her contributions. We would also like to thank the peer reviewers of this article who provided such thoughtful, contextualized feedback on our initial submission. Our paper is much improved, and we are grateful!

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APPENDIX A.

Email for USask librarians, and Teams announcement for all USask library employees

Email for librarians:

Hi Everyone,

I have some news to share about a project that Kate, Jaclyn, and I have been working on to support USask authors in reusing figures (or other content) from published journal articles in their own publications. The typical practice is for them to seek permissions for each use, and sometimes there can be fees for this use too. Well, they may not need to spend the time or money!

Clauses in licenses often now include rights to reuse content. We have investigated the licenses the University Library currently has with the major journal publishers to see which ones this applies to. And we have developed a webpage on the library's Copyright site to communicate this list and explain the details involved. We have recently written a brief Library News post about this initiative as well.

Now that we are at the stage of communicating to the USask community about this project, we wanted to let all library employees know about it as well in case they receive questions from authors.

Do not feel like you need to be an expert in this topic - you can refer them to us! We have set up a special email address for authors to use if they have questions: figure.reuse@library.usask.ca. This will go to all three of us and is also posted at the bottom of the Copyright page linked above.

Liaisons: Please help us spread the word about this initiative by forwarding the blurb below to researchers in your areas. Feel free to edit.

Thanks in advance for helping us communicate about this topic that supports USask authors in their work.

And let us know if you have any questions!

-DeDe (& Kate & Jaclyn)

Suggested text for liaisons to forward to their subject areas:

Did you know that USask authors do not always need to ask for permission, or pay an extra fee, to reuse a published figure or image in their own publications? The University Library has negotiated this right for USask authors in many of our licenses for journal subscriptions.

Some publishers this applies to include: American Chemical Society (ACS), Cambridge University Press, Nature, SAGE, Springer, and Wiley. So, if you are a USask author who would like to reuse a figure from a publication included in one of these subscription packages you simply need to cite the source as you typically would. No seeking of permissions, no extra fees!

Please see this page from the Copyright website for the complete list of publishers and further details. And reach out to us with any questions: figure.reuse@library.usask.ca

Teams Reference channel posting (for all library employees):

Hi Everyone,

I have some news to share about a project that Kate, Jaclyn, and I have been working on to support USask authors in reusing figures (or other content) from published journal articles in their own publications. The typical practice is for them to seek permissions for each use, and sometimes there can be fees for this use too. Well, they may not need to spend the time or money!

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Let us know if you have any questions!

-DeDe (& Kate & Jaclyn)

APPENDIX B.

Communications Plan

Reusing Figures Communications Plan

Developed by: DeDe Dawson

Last updated: May 12, 2023, by DeDe Dawson

Background

When academic authors want to reuse a figure, image, illustration, or any other portion of content from a previously published work in their own publication it has been conventional practice for them to request permission from the copyright holder – usually the publisher of that work. This can be a tedious and time-consuming exercise for both the author and publisher, can sometimes cost the author additional fees....and all of this may be entirely unnecessary!

Increasingly, model licenses developed by library consortia include a clause permitting authorized users to “make full use, with appropriate credit, of the Licensed Materials in research and publications for personal, scholarly, educational, or professional use” (CRKN Model License, 2016). Recently, we (D. Dawson, K. Langrell, & J. McLean) analyzed University of Saskatchewan (USask) University Library license agreements with major journal publishers to assess the figure reuse allowances that are included in the agreements and created a list of such publishers.

Informing USask authors about the details in library license agreements may be a challenge due to the complexity of details involved, but it is necessary for the community to benefit from the rights negotiated on their behalf. This Communications Plan is intended to organize and guide our communication efforts so that we reach all intended audiences with clear messages tailored to the needs of that audience.

Communications objectives

- Inform USask authors of their rights to reuse figures from the journals of selected publishers without asking permission or paying fees, but with appropriate attribution
- Raise awareness of USask researchers of the services and expertise available from the University Library to support them in their publishing activities
- Raise awareness of University Library employees and academic librarians across Canada to the existence of these clauses in licenses, and to this project in general

Key audiences

- USask researchers/authors (could be any faculty, students, staff)
- University Library employees, in particular: Dean’s Team, reference and research support staff, liaison librarians
- Other academic librarians or professional academic library staff (outside USask), in particular: those in Canada, and those with a scholcomm and/or copyright focus

Key messages

- USask researchers/authors:
 - USask authors have rights to reuse figures from the journals of selected publishers without asking permission or paying fees, but with appropriate attribution
 - University Library employees have expertise in supporting USask authors in their scholarly publishing activities, links to further resources and contact information
- University Library employees:
 - USask authors do not always need to request permissions or pay a fee to reuse a previously published figure (or other content) in their own publications for personal, scholarly, educational, or professional use.
 - This is because many of our licenses with journal publishers/vendors include a clause giving authorized users this right
 - DeDe, Kate, & Jaclyn have analyzed our library licenses with the major journals vendors for these figure reuse clauses, check the list of applicable publishers on the website
 - Please direct any inquiries to one of the three of us!
- Other academic librarians:
 - CRKN (and COPPUL?) model license contains an “Academic Research and Teaching” clause permitting authorized users to make use of portions of licensed materials in “research and publications for personal, scholarly, educational, or professional use”
 - We have done an analysis of our library licenses with the major journals vendors for these figure reuse clauses

- We have presented our preliminary results at the COPPUL Scholarly Communications SkillShare in April 2022 (link to slides in HARVEST – USask’s repository)
- We have communicated about this to USask researchers/authors (link to website, blogpost, and social media posts)
- If you are interested in communicating about this with your researchers/authors, please double-check that your licenses with these publishers have this clause (for example, there may be local differences if you negotiated the license locally without using the CRKN model license)

Spokespeople

- DeDe Dawson (scholarly communication and academic publishing topics)
- Kate Langrell (author rights and copyright topics)
- Jaclyn McLean (e-resources licensing topics)

Tactics

Timeframe	Tactic/Channel	Audience	What/Purpose/ Tone	Lead/Support	Done
Aug 2022	Webpage (on Copyright site)	USask authors/ researchers (faculty, staff, students)	Most detailed information for authors; contact info for more questions	Leads: DeDe, Kate, & Shelby	Y
Aug 2022	Email	Library Dean’s Team	As a courtesy, to alert them about the details of this project and provide the communications plan; link to webpage.	Lead: Jaclyn	Y
Dec 2022	Blog post on Library News site	General; campus community	To catch attention in a newsy tone; link to webpage for more detailed info	Lead: DeDe Support: Ann L. & Library Communications Committee	Y (Dec 6)

(Table continues on following page)

Timeframe	Tactic/Channel	Audience	What/Purpose/ Tone	Lead/Support	Done
Dec 2022	Teams announcement channel	Library employees: reference/research support	A version of the blog post; link to webpage for more detailed info	Lead: DeDe	Y (Dec 12)
Dec 2022	Email for liaisons to forward	Ultimate audience is USask authors/researchers	A version of the blog post; link to webpage for more detailed info	Lead: DeDe	Y (Dec 12)
Dec 2022	University Library social media posts	General; campus community	Communications Committee creates and distributes; link to webpage for more detailed info	Lead: Ann L. & Library Communications Committee	Y (Dec)
Apr 2023	Reach out to CRKN & COPPUL lists	Other Canadian academic librarians	Heads up about wider communication, possible collaboration. Share collaboration spreadsheet.	Lead: Jaelyn	Y
Apr/May 2023	Email to various lists and ScholComm Slack	Other Canadian academic librarians	A version of the blogpost; links to webpage, blog post.	Leads: Kate posts to ABC list etc. DeDe posts to the ScholComm Slack	Y

(continued)