Using the Research of Others Responsibly: An Overview of Attribution, Copyright, and Authorship Ethics

Gail Clement and Donna Wrublewski
Caltech Library
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Why Is Citation Important?

- Give attribution
- Establish credibility
- Provide background for work

What is Plagiarism?

“... the appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.”
(NAS et al., 2009, p. 15)

Case Study: Is This Plagiarism?

Statement of the Purpose
The purpose for conducting this study was to examine the characteristics and trends in the use of sabbatical faculty development programs at the University of Alabama between 1996 and 1997. The study consisted of an investigation of (Boening, 1996, p.3)

Statement of the Purpose
The purpose for conducting this study was to examine the characteristics and trends in the use of sabbatical leave programs at Jacksonville State University between 1996 and 1998. The study consisted of an investigation of the (Meehan, 1999, p.3)
What is Plagiarism?

- Some enterprising individual(s) decided to visualize the extent of this plagiarism in an infographic that took the academic blogosphere by storm.

- Highlighted regions include words and partial phrases, but not all instances

("What Plagiarism Looks Like," 2009; Stripling, 2009)

Why Do People Plagiarize?

- Not intentional
- Not sure how to paraphrase or cite correctly
  - Style guides don’t keep up with the times
- Unfamiliar with the subject matter or terminology
  - “Common knowledge” varies among disciplines
- Under time pressure

(Leonard, 2016)

How To Avoid Committing Plagiarism

- Reading and writing!
  - Caltech’s Hixon Writing Center can help
- Reference management
  - Take good notes to remember where you saw something
  - Use a citation manager or author tools such as Overleaf
  - The Library can help with finding (and citing!) things other than journal papers (databases, software, reports, etc.)
  - The Library can help identify style guides and models for best practices
- When in doubt, cite!
Why Are Copyright and Author's Rights Important?

- Legal requirements for respecting Property
- Consequences of infringement are same as for Plagiarism **PLUS** risk of
  - Operational inconvenience (takedowns)
  - Financial damages assessed by courts
  - Resources and expertise to defend a suit or settle a dispute

What is Copyright?

- Balanced system (in US) that establishes
  - Owners of © works have rights & responsibilities
  - Users of © works have rights & responsibilities
  - Eligibility for copyright protection
    - Work of minimal creativity fixed in tangible medium
  - Terms of copyright protection
    - Life of author plus 70 years. <Older stuff different.>

What Are Author Rights?

Combined effect on ownership based on:

- Copyright Law
- Employment Terms and Conditions
- Sponsor Terms and Conditions
- Publisher Terms and Conditions
Impact of Author Rights?

– Only © owner(s) may grant permission for reuse of the protected work*
  • if the use is not permitted under an exception contained in Copyright Law (e.g. Fair use)
– Only © owners may transfer rights to another party
– Any joint © owner may grant non-exclusive permission
– All joint © owners must agree to transfer rights to another party

Case Study: Is This Infringement?

• The corresponding author submitted an article without the knowledge of all or some of his co-authors.
• The corresponding author was under contract with Research Center X at that time.
• Research Center X applied pressure to retract article due to breach of contractual agreement

What copyright violations has this Author committed?
(see sample transfer agreement)

Authors Rights in Publishing

Is this a non-exclusive permission or a transfer of copyright?
Who is responsible for signing this form?
If the work was funded by NSF, is it a US Government Work?
Can the published version of the article be posted for worldwide access in the Institute’s digital repository, CaltechAuthors?
Authorship vs. Contributorship

– Contributions to a work must meet criteria for authorship established by editorial groups, societies, and publishers
– Contributors that don’t meet threshold for authorship should be acknowledged
  • In the work itself, where style and standards apply
  • In the metadata accompanying the work

Authorship vs. Contributorship

– Standards have emerged to attribute many research contributor roles, e.g., ProjectCREDIT
– ORCiD identifiers and Badges credit contributors

Questions?

Gail Clement
Head of Research Services & Geology Librarian
gperetsm@caltech.edu

Donna Wrublewski
Chemistry & Biology Librarian
dtwrub@caltech.edu
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