## Copyright, Academic Freedom, and Moral Hazard

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Philip B. Stark

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University of California, Berkeley

# No ask, no get: edit/re-write publishing contracts to protect your intellectual property.

- 2. What is academic freedom?
- 3. Why publish?
- 4. Peer review and prestigious journals.
- Open science, open publication, reproducibility, and how they benefit science and society
- 6. Assessment.

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American Roentgen Ray Society	104
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IOP (Institute of Physics) Publishing	55
Physicians Postgraduate Press	52
Elsevier	13
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Springer	5
Thieme	3
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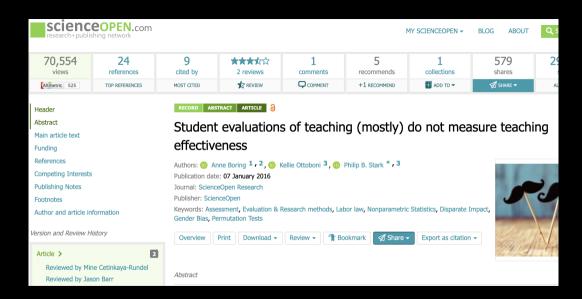
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#### Academic Freedom

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## True academic freedom

Work on what you find interesting and important and disseminate the results, without concern for:

- whether a funding agency wants to pay you to study it
- whether a prestigious journal will publish it
- whether it will affect your salary, rank, tenure, awards, etc.

## Why publish?

- To disseminate knowledge and allow others to build on your work
- To be read and known
- To be promoted/rewarded

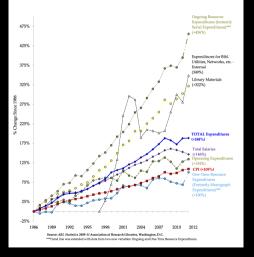
## Peer review

- Sometimes useful
- Can be abused to control resources and disciplines, advance agendas, etc.
- Hard to do well in many fields, especially as "papers" rely on software, data, etc.
- Subject to gender biases, etc.

## Prestigious scientific journals...

- Don't let you submit enough information for referees to check your work
  - can't really be gatekeepers of quality or correctness
- Don't let you publish enough information for others to check or use your work
  - don't really disseminate knowledge
- Are expensive to libraries and readers.
  - limit access by the public, small businesses, unaffiliated scholars, scholars in less affluent places
- Are rent-seekers
  - take IP from the commons, funded by society, refereed by volunteers, printed using public funds, and rent it back

Graph 4 Expenditure Trends in ARL Libraries, 1986-2012



## Aligning social good with personal incentives

- Might not be entirely possible
- Why are you in academia?
- Do good because it's the right thing to do, not because you will be rewarded
- Hiring, merits, promotion: look at the work, not the journal masthead
- "Professionalization" and "scientific management" of science harms science and society
  - "When a measure becomes a target, it ceases to be a useful measure." —Dame Marilyn Strathern
- Not everything can be quantified to advantage

## Quantifauxcation

Assign a meaningless number, then conclude that because it's quantitative, it means something.

## Quantifauxcation

Assign a meaningless number, then conclude that because it's quantitative, it means something.

We convince ourselves we can make fine distinctions because we can perform precise calculations with meaningless numbers (SET, citation counts, impact factors,  $\dots$ )