

Guidelines on Using Previously Published Work in Theses and Dissertations

Endorsed by the Rutgers School of Graduate Studies in March 2018. These guidelines were originally designed by the Executive Council of the Rutgers Graduate School-New Brunswick in April 2014.

It has become common in some disciplines, particularly STEM disciplines, for graduate students to publish articles, papers, reports, scholarly proceedings, or presentations prior to incorporating such works into theses and dissertations and, indeed, for dissertations to be compilations of such prior works. It is also common for graduate students to incorporate into theses and dissertations earlier works that were not openly published but were submitted as a course paper or other academic exercise. There is a long tradition of “self-plagiarism”, widely recognized, for example, in the musical compositions of such masters as Bach and Handel.

In certain disciplines, it is considered preferable to publish one’s works when the research is complete rather than to delay publication until a dissertation has been defended. In STEM disciplines, publication prior to defense is viewed as evidence that the research is significant and original. It is not uncommon for a graduate student to have published refereed journal articles with the research advisor prior to the defense, and it is increasingly uncommon in STEM fields for a thesis or dissertation to constitute a completely new work.

Certain issues arise in connection with this practice.

- The first is proper citation or acknowledgment of the prior work, whether it was published or remains unpublished.
- Second is the need to clarify fully in the thesis or dissertation the student’s contribution to the earlier work, since most of the prior work is likely to be collaborative.
- A third issue concerns copyright ownership of the prior work and the need to obtain permission to use it in the thesis or dissertation if the work was published and the copyright was transferred to a publisher or other entity. Although it is commonly understood that copyright in a thesis or dissertation is held by the student as author, this notion is based on the traditional understanding that content in a thesis or dissertation is newly created. In the case of a dissertation that consists of sections that were previously created and published and for which copyright is held by a publisher, the notion of student ownership of copyright in the dissertation is challenged. The author does not hold copyright in the sections for which copyright was transferred to a publisher.
- A fourth consideration concerns the rights of co-authors if the prior work was co-authored, regardless of whether or not it was published.

GUIDELINES

Proper citation and description of prior work.

In the Acknowledgments section, or at the beginning of each chapter, the student should provide a proper citation to each prior work used in the body of the dissertation or thesis. This should include a description of the student’s contribution to both the research and the writing of each prior work.

Published prior works

If copyright in the prior work is held by a publisher. For published prior works, the student should read the publication agreement he or she (or a co-author) signed with the publisher to confirm whether copyright was assigned to the publisher through an exclusive transfer of rights or if the student or co-

author signed an agreement that the work was a “work made for hire”. In both cases this means that the publisher holds copyright.

If so, the student should read the agreement to confirm whether it permits the student to use all or part of the prior work in future publications (to “re-publish” the work, to “re-use” the work), including in theses and dissertations, and whether any conditions apply.

- If the publication agreement permits such use, no further action is needed on the part of the student.
- If the publication agreement prohibits such use, or if the publication agreement is silent on this issue, the student should contact the publisher to obtain permission for re-publication of the prior work in a thesis or dissertation.
- If the student is unable to locate the publication agreement, he or she should contact the publisher to obtain a copy.
- The student should understand that in transferring the copyright to the publisher in exchange for publication, he or she may have given up the right to use the work in part or in whole without the permission of the publisher. Most publishers are agreeable but because they hold the copyright, it may be necessary to obtain their permission.

If copyright in the prior work was retained by the author. If the student retained copyright in the prior work but granted certain rights to a publisher through a non-exclusive license in exchange for publication, the student should read the terms of the publication agreement and comply with its conditions. In such situations, generally the student would be free to use the work in a thesis or dissertation without permission of the publisher.

If the prior published work was co-authored. Co-authors of prior works must be acknowledged in the thesis or dissertation. If copyright in the prior work was transferred to a publisher, no action needs to be taken with co-authors with respect to copyright. If the co-authors retained copyright, the student should be mindful of whether there was an agreement among them as to the ownership of separate and independent sections of the work as a collective work. For example, if the graduate student created parts 1, 2, and 3 and a co-author created parts 4, 5, and 6 of the prior work as distinctly separate works, permission should be obtained from the co-author if the student intends to use parts 4, 5, and 6 in the thesis or dissertation. If, on the other hand, the prior work consisted of inseparable parts of a unitary whole, this is generally not necessary.

Unpublished prior works

If the prior work remains unpublished. If the prior work was never published, copyright likely remains with the student as author. However, if the prior work was created under a grant through a research institution or through any other contract or special arrangement, copyright may be held by another entity and permission may have to be obtained. Please refer to Section III of the Rutgers University Copyright Policy, <http://policies.rutgers.edu/PDF/Section50/50.3.7-current.pdf>.

If the prior unpublished work was co-authored. Co-authors of prior works must be acknowledged in the thesis or dissertation. If the prior work was never published, copyright likely remains with the co-authors. As explained above, the student should be mindful of whether there was an agreement among the co-authors as to the ownership of separate and independent sections of the work as a collective work. If the prior work consisted of distinctly separate parts attributable to separate authors and if the student intends to include the entire prior work in the thesis or dissertation, permission should be obtained from the other co-authors for use of their sections. If, on the other hand, the prior work consisted of inseparable parts of a unitary whole, this is generally not necessary.

Fair use. In cases where use of only small portions, short excerpts, or quotations from prior works are used as part of the critical analysis in the thesis or dissertation and it is determined that they would constitute a fair use, and if there is no contract obligation to the contrary, a proper citation to the prior work will suffice, without the need for permission from the current copyright holder.

Understanding publication agreements. The issue of prior works highlights the importance to graduate students of understanding their rights as authors, of reading and understanding publication agreements before signing them, and of retaining copies of signed publication agreements.

If possible, authors should negotiate with publishers to retain copyright and they should sign nonexclusive agreements that enable re-use of their works in future publications. If it is necessary to transfer copyright to a publisher as a condition for publication, the author should negotiate rights in the publication agreement to enable re-use of the work for scholarly purposes, including use in the author's future publications, as well as for the following uses:

- One's own teaching
- Professional presentations
- Sharing with professional colleagues
- Deposit in an institutional digital repository
- Posting to a personal or university website
- Institutional uses.

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