



Plan S

Making full & immediate
Open Access a reality

Plan S Rights Retention Strategy for open research

16th March 2022

Questions 1 & 2

- Based on UK IPO (Intellectual Property Office) information
- <https://www.gov.uk/topic/intellectual-property/copyright>
- License your copyright <https://www.gov.uk/guidance/license-sell-or-market-your-copyright-material#license-your-copyright>

Question 3

Copyright Transfer Agreement (CTA) vs Exclusive Licence to Publish (LTP)

Contributor = author(s)

Owner = Wiley

CTA

“The Contributor assigns to the Owner, during the full term of copyright and any extensions or renewals, all copyright in and to the Contribution, and all rights therein, including but not limited to the right to publish, republish, transmit, sell, distribute and otherwise use the Contribution in whole or in part in electronic and print editions of the Journal and in derivative works throughout the world, in all languages and in all media of expression now known or later developed, and to license or permit others to do so.”

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Wiley <https://authorservices.wiley.com/author-resources/Journal-Authors/licensing/licensing-info-faqs.html>

Example Licence to Publish [Springer Nature]

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Grant of rights (to the publisher).....the Author hereby grants to the Licensee the perpetual, exclusive, world-wide, assignable, sublicensable and unlimited right to: publish, produce, copy, distribute, communicate, display publicly, sell, rent and/ or otherwise make available the article identified above, including any supplementary information and graphic elements therein (e.g. illustrations, charts, moving images) (the “Article”) in any language, in any versions or editions in any and all forms and/or media of expression (including without limitation in connection with any and all end-user devices),

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- (iii) rights for any training, educational and/or instructional purposes;
- (iv) the right to add and/or remove links or combinations with other media/works; and
- (v) the right to create, use and/or license and/or sublicense content data or metadata of any kind in relation to the Article (including abstracts and summaries) without restriction.

IPO on exclusive licences

“An exclusive licence could be granted, but remember that this enables the licensee to use the copyright work in the manner specified by the licence to the exclusion of all others, including the copyright owner.”

<https://www.gov.uk/guidance/license-sell-or-market-your-copyright-material#license-your-copyright>

Question 4

Rights granted back to the author for the Accepted Manuscript [Elsevier]

(i) immediately on acceptance: sharing of the Accepted Manuscript by an author:

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- via the author’s research institute or institutional repository for Internal Institutional Use or as part of an invitation-only research collaboration work-group
- directly by providing copies to the author’s students or to research collaborators for their personal use
- for private scholarly sharing as part of an invitation-only work group on commercial sites with which the publisher has a hosting agreement

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<https://www.elsevier.com/about/policies/sharing> <https://www.elsevier.com/about/policies/hosting>

Copyright confusion

“In order to expedite the editing and publishing process and enable the Owner to disseminate your Contribution to the fullest extent, we need to have this Exclusive License Agreement [or Copyright Transfer Agreement] executed.”

Available from <https://authorservices.wiley.com/author-resources/Journal-Authors/licensing/licensing-info-faqs.html>