

# Authors, Copyright, and Open Access

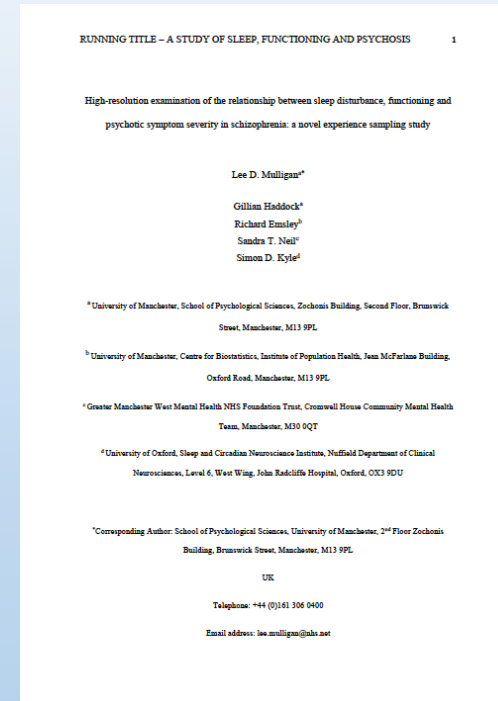
Making it work for you

# Session Outline

- ⌚ Author copyright options
- ⌚ Copyright Transfer Agreements & other licenses
- ⌚ Funder policies and Open Access
- ⌚ Examples
- ⌚ What do I need to do?
- ⌚ Questions & further information

# Jargon 1: Versions

- **Pre-print** (ie pre-refereeing) / Author manuscript
- **AAM** / Author Accepted Manuscript / Post-print (ie final draft post-refereeing)
- **Publisher's version** / Version of Record
- [Updated Publisher's version / Updated Version of Record]
- Grey areas



# Jargon 2: Terminology

**Green**

- OA copy in an institutional or subject repository
- Publisher may insist on embargo
- No APC (article processing charge). Journal subscription
- Not usually publisher's version – often AAM (Author Accepted Manuscript post peer-review)

**Gold**

- Immediate OA on publication
- Often requires payment of APC
- Publishers' version is OA

# Confused by Copyright?



# Copyright in the UK – a summary

- © “Intellectual property is something unique that you physically create. An idea alone is not intellectual property. For example, an idea for a book doesn’t count, but the words you’ve written do.”
- © Copyright is one type of intellectual property protection
- © Copyright protects your work and stops others from using it without your permission.
- © The creator of the work automatically gets copyright protection
- © Copyright can be bought or transferred to a new owner – “you’ll need to sign a document to show the sale or transfer has taken place”
- © Copyright usually lasts 70 years after the author’s death
- © You can license the use of your work if you own the copyright. You can also decide how your work is used.
- © As a copyright owner, it is for you to decide whether and how to license use of your work.
- © A licence is a contractual agreement between the copyright owner and user which sets out what the user can do with the work

# University OA policy

The University of Oxford academic community wishes to ensure the widest possible access to its world-class research. **The value and utility of research outputs increases the more broadly they are *available to be considered and used by others*. Access ... for everyone, from everywhere, will ... highlight the excellence of its research, attract scholars and students, foster collaboration, enhance public engagement with research and maximise the intellectual, social, cultural and economic impact of research.**

<http://openaccess.ox.ac.uk/home-2/open-access-at-oxford/>



## Statement on Open Access at the University of Oxford<sup>1</sup>

The University of Oxford academic community is strongly committed to ensuring the widest possible access to its research. The value and utility of research outputs increases the more broadly they are available to be considered and used by others. The University is already very active in disseminating research both for the benefit of the international research community and for society more widely. Access to Oxford's published research, for everyone, from everywhere, will highlight the excellence of its research, attract scholars and students, and foster collaboration.

The University encourages its researchers to provide Open Access to published research outputs, so that they are available online with the fewest restrictions on use. Such access is made consistent with copyright and licensing that may be inherent in the research itself and in the publishing agreements, and subject to proper attribution.

Oxford University Press (OUP) has been publishing OA content since 2004.

The University believes that the UK should adopt an approach to Open Access that supports and is credible to researchers, sustainable and makes the best use of resources. The University recognises the current complexity and challenges in achieving this across all disciplines.

Our academics, researchers, staff and students must be free to publish in the form of their choice, whether in a named journal, or in other forms such as monographs and scholarly editions.

The major research funders in the UK encourage or mandate Open Access, as do most international funding bodies. In complying with these mandates, we favour, now and for the foreseeable future, open access by means of the Green Route. This enables authors to publish in any journal and to self-archive a version of the article for free public use. Thus the Green approach provides most of the benefits for a much smaller additional cost than Gold Open Access (which involves paying Article Processing Charges) (APCs). We will utilise special allocations from our funders in those cases where their policy requires that APCs be paid.

The Oxford Research Archive (ORA) was launched by the University in 2007 as a permanent and secure online archive of research materials produced by members of the University of Oxford. We will enhance the coverage and features in ORA and ease of use to provide a single point of public access to electronic copies of peer-reviewed journal articles, conference proceedings by Oxford authors and Oxford research theses. This will also provide a means for institutional compliance with funders' Open Access requirements.

To enable Oxford authors to meet the requirements of their funding agencies with regard to Open Access, information about Oxford-authored papers will be harvested from subject-based repositories such as PubMed Central and [arXiv](#); citation indexes such as Web of Knowledge and Scopus; the University [Symplectic](#) system; and local systems within the University subject to availability, and the author will be expected to upload full text of their publications to ORA. These will be stored and preserved and, copyright permitting, made freely accessible by the Bodleian Libraries. Authors will be asked to provide details of the funder(s) and of the source of data for publicly-funded work (as required by the Research Councils UK from April 2013).

<sup>1</sup> Approved by the University Council on 11 March 2013

# Ownership of work at Oxford



## PART B: INTELLECTUAL PROPERTY

5. (1) The University claims ownership of all intellectual property specified in section 6 of this statute which is devised, made, or created:

(a) by persons employed by the University in the course of their employment;

**7. The University will not assert any claim to the ownership of copyright in:**

(1) artistic works not listed in sub-section (2) of section 6 of this statute, books, **articles**, plays, lyrics, scores, or lectures, apart from those specifically commissioned by the University;

# Copyright transfer and publishing permissions

- Publishers do not ‘need’ copyright in order to publish your work
- They need permission to publish
- Traditionally authors transfer their copyright to the publisher
- Increasingly authors grant the publisher a licence to publish and retain copyright
- Publishers usually stipulate publishing permissions (ie what the author is allowed to do with their work/content from acceptance)
- Moral rights retained
- Rights in the typesetting

# Benefits of retaining copyright

- You retain control of the use of your work
- The work remains yours
- You can use your work as you wish\*
- Share with your colleagues via any platform

“Trust lies at the heart of all content we curate **and create**” [Wiley]

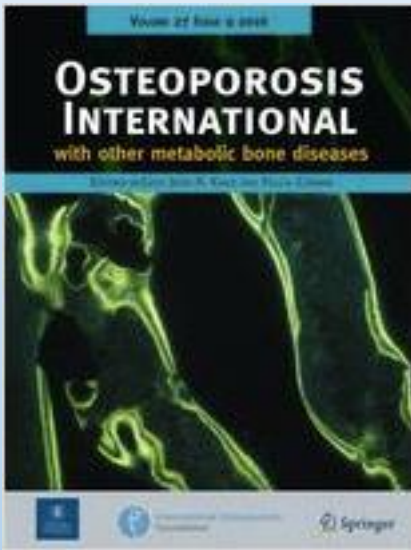
<http://www.interface.wiley.com/content-solutions/>

\* Within any publishing permissions you have agreed to

Tip of the day

**READ  
RIGHTS AND USAGE AGREEMENT  
BEFORE  
SIGNING**

# Promoting confusion



Authors will be asked to transfer copyright of the article to the Publisher...This will ensure the **widest possible protection and dissemination of information under copyright laws**

Springer Open Choice  
Osteoporosis International



Upon acceptance of an article by the journal, the author(s) will be asked to transfer copyright in the article to the publisher (or Society, where appropriate). This **will ensure the widest possible dissemination of information under the U.S. Copyright law.**

<https://www.elsevier.com/journals/journal-of-business-research/0148-2963/guide-for-authors>



## Why do we ask you to assign copyright to us?

Asking you to assign copyright means we are showing our commitment to:

- **Enable you to share your article** (using ... green open access at Taylor & Francis).
- **Assure attribution of your work, by making sure you are identified as the author.**

<http://authorservices.taylorandfrancis.com/copyright-and-you/>

# Some publishers differentiate between green OA and scholarly sharing

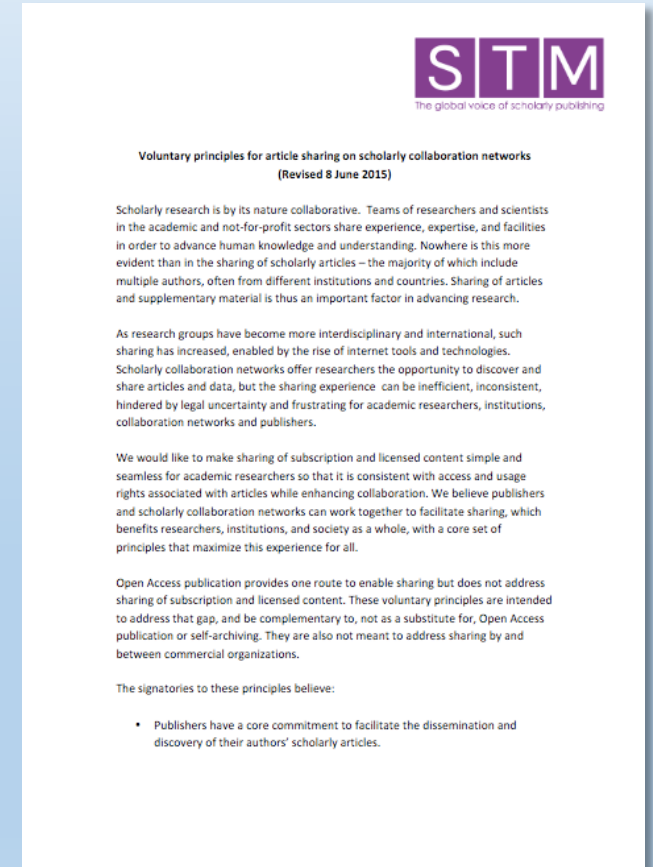
## Article Sharing

- Authors who publish in Elsevier journals can share their research by posting a free draft copy of their article to a repository or website. Researchers who have subscribed access to articles published by Elsevier can share too. There are some simple guidelines to follow, which vary depending on the article version you wish to share.

<https://www.elsevier.com/about/company-information/policies/sharing>

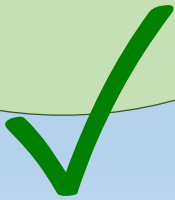
- Supports STM Principles for limited article sharing

[http://www.stm-assoc.org/2015\\_06\\_08\\_Voluntary\\_principles\\_for\\_article\\_sharing\\_on\\_scholarly\\_collaboration\\_networks.pdf](http://www.stm-assoc.org/2015_06_08_Voluntary_principles_for_article_sharing_on_scholarly_collaboration_networks.pdf)

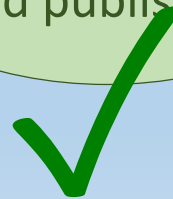


# STM Sharing principles

Sharing of articles and supplementary material is ... an important factor in advancing research



The sharing experience can be inefficient, inconsistent, hindered by legal uncertainty and frustrating for academic researchers, institutions, collaboration networks and publishers



Sharing should be allowed **within research collaboration groups**, namely groups of scholars or researchers **invited** to participate in specific research collaborations



# Elsevier author rights for subscription articles

Authors transfer copyright to the publisher as part of a journal publishing agreement, but have the right to:

- Share their article for Personal Use, Internal Institutional Use and **Scholarly Sharing** purposes...
- ...
- Proper attribution and credit for the published work.

# When is a web page not a web page?

## Accepted Manuscript

Authors can share their accepted manuscript:

### Immediately

- via their non-commercial personal homepage or blog
- by updating a preprint in arXiv or RePEc with the accepted manuscript
- via their research institute or institutional repository for internal institutional uses or as part of an invitation-only research collaboration work-group
- directly by providing copies to their 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 Elsevier has an agreement

### After the embargo period

- via non-commercial hosting platforms such as their institutional repository
- via commercial sites with which Elsevier has an agreement

**ALLOWED IMMEDIATELY**

- Personal homepage
- Blog
- Subject repository
- Institutional repository for invited group

**NOT ALLOWED**

**IMMEDIATELY**

**Institutional repository**

# Social platforms

According to a 2014 Couperin study (Nov 2014) ..., 86% of French researchers don't know what the official policies are relating to self-archiving and OA, they just upload their articles to social networks like Academia.edu and ResearchGate **without caring about copyright.**

 couperin.org

Consortium Unifié des Établissements Universitaires et de Recherche pour l'Accès aux Publications Numériques

Réseaux sociaux de la recherche  
et Open Access  
Perception des chercheurs  
Etude exploratoire

I don't want to scare you but...

An Oxford academic...

- Signed over copyright to a journal where their article was published
- Made the article freely available on their Academia.edu profile
- Received the following communication from the journal in March 2016...

It has been brought to my attention that you have re-published **our article**, which we originally published in XXXX (Issue XXX) on your university academia page. This is the article, to which **you transferred all rights** to XXXX journal and its publisher. You also **signed the copyright over** to XXXX journal and its publisher, granting them exclusive rights. In addition, you also agreed to the **publishing agreement**, which stipulated that our materials **cannot be posted online**.

...

I am writing to address the copyright violation, how your action negatively affects XXXX, and to inform you of the cost of your violation...

Here is the break down of the fees **(\$12,226.08)** associated with your violation. I will issue an invoice and send it to you. Please, note that we will charge a late fee each day that payment is not made.

\$4,500.00 - Open Access Rights  
\$1,726.08 - Viewing Fees  
\$2,000.00 - Post Rights Fee  
\$2,500.00 - Republishing Fee  
\$1,500.00 - University Fee

# To cap it all

**In a recent study of 385 journals and copyright it was reported that:**

a total of 76% of the sample journals failed, in one way or another, to provide easily-accessible rights information for the content they publish

# Untangling Academic Publishing

A history of the relationship between  
commercial interests, academic prestige  
and the circulation of research



Aileen Fyfe, Kelly Coate, Stephen Curry, Stuart Lawson  
Noah Moxham, Camilla Mørk Røstvik

May 2017

- The goal of circulating research is entwined with commercial interests of publishers and dependency of prestige from publication
- OA is stymied by power of prestige culture and lack of determination to demand competition and value for money from publishers
- Hope that the report will stimulate deeper reflection by academics on the choices they make as authors, reviewers and editors

# Untangling Academic Publishing

A history of the relationship between  
commercial interests, academic prestige  
and the circulation of research



Aileen Fyfe, Kelly Coate, Stephen Curry, Stuart Lawson  
Noah Moxham, Camilla Mørk Røstvik

May 2017

- Recommendations include:
  - Those serving as **editors** of journals and book series, or **on editorial boards**, should **reflect on the ownership and mission of the publishers they are working for**, and consider whether they are helping to get the best value for their discipline by serving in these roles
  - **Academics should not sign copyright transfer forms** that would give ownership to a profit-oriented publisher if a licence to publish can be granted instead

Fyfe, A, Coate, K., Curry, S., Lawson, S., Moxham, N., Mork Rostvik, C., (2017).  
Untangling academic publishing: a history of the relationship between commercial  
interests, academic prestige and the circulation of research.

<http://dx.doi.org/10.5281/zenodo.546100>

# If publishing traditional route...

You sign a:

- Copyright Transfer Agreement
- or
- Exclusive Licence to Publish
  - No author payment
  - Published article only available to subscribers
  - Key question: What is the self-archiving policy? (green route OA)
    - can you make the AAM freely available via ORA?

## What's the difference?

	Copyright Transfer Agreement	Exclusive License to Publish
Copyright	Transfers author's copyright to the publisher	Author retains copyright
Self-archiving rights	Self-archiving rights defined by publisher	Self-archiving rights retained by author (but some publishers may impose restrictions )
Which version in ORA?	Author Accepted Manuscript (mostly)	Author Accepted Manuscript (mostly)

## What the publisher can do with your work:

- Publish
- Reproduce
- Distribute
- Transmit
- Display
- Store
- Translate
- Create derivative works

## License to Publish

ing Grant of License ("License") must be signed a  
ent of Science ("AAAS") before a manuscript can  
described below, is a joint work, AAAS requires t  
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results publicly available may do so under the fol  
of the Work in *Science*, of the "Accepted Version"  
to the final published version on the *Science* webs  
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s not apply to editorials, reviews, or commentary p  
's archive or repository until 6 months after its fin

f our publication, Author agrees to obtain authoriza

6. Author warrants and represents that the Work is original, that all the facts contained therein are true and

## What you can do with your work:

- Reprint the work in author collections
- Reprint work in author's thesis/dissertation
- Present the work orally
- Reproduce for course packs
- Send photocopies of work to colleagues
- Deposit AAM in ORA (subject to embargo)

## COPYRIGHT TRANSFER AGREEMENT

What the publisher can do with your work:

- Publish/ re-publish
- Sell
- Transmit
- Distribute
- Translate
- Use in derivative works

What you can do with your work:

- Re-use in other publications (<50%)
- Reprint work in author's thesis/dissertation
- Present the work orally
- Reproduce for course packs
- Send copies of work to colleagues
- Deposit AAM in ORA (subject to embargo)

Contributor name: \_\_\_\_\_

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3. For the Contribution to be published in the Journal, the Contributor must agree to the following:

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(excluding journal articles) where such re-used material constitutes less

# What about copyright infringement?

The Author(s) authorize(s) PNAS to take such steps as it considers necessary at its own expense in the Author(s)'s name and on their behalf if it believes that a third party is infringing or is likely to infringe the copyright in the WORK.

## 2. Why does SAGE require an exclusive licence agreement?

We seek to bring your Contribution to the widest possible readership. An exclusive licence helps us ensure adequate protection against infringement of copyright protected material through breach of copyright or piracy anywhere in the world. It also ensures that requests by third parties to reprint or

You retain copyright in the Article. However, You authorise Us to act on Your behalf to defend Your copyright in the Article should anyone infringe it, and to retain half of any damages awarded after deducting Our costs.

# Exercise: Taylor & Francis




## Copyright Transfer Agreement (CTA)

The transfer of copyright from author to publisher must be clearly stated in writing to enable the publisher to assure maximum dissemination of the author's work. Therefore, the following agreement, executed and signed by the author, is required with each manuscript submission. (If the article is a "work made for hire" it must be signed by the employer.)

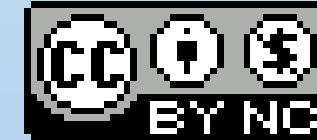
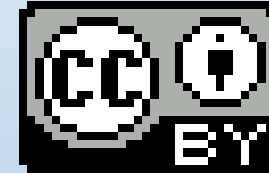
It has not been published before, and it is not under consideration for publication in any other journals. It contains no matter that is scandalous, obscene, libelous, or otherwise contrary to law. When the article is accepted for publication, I, as the author (U.S. Government employees: see bottom of page), hereby agree to transfer to Taylor & Francis all rights, including those pertaining to electronic forms and transmissions, under existing copyright laws, except for the following, which the author(s) specifically retain(s):

1. The right to make further copies of all or part of the published article for my use in classroom teaching;
2. The right to reuse all or part of this material in a compilation of my own works or in a textbook of which I am the author;
3. The right to make copies of the published work for internal distribution within the institution that employs me.

# If publishing OA ('gold route')

- Either in a fully OA journal or a 'hybrid' one
  - Your article will be published with a Creative Commons licence
  - Freely available at publication
  - Author retains copyright
- 
- Key question: Which one to choose
  - CC-BY (Creative Commons Attribution) mandatory if funder paying APC

- Alternative to Copyright Transfer Agreement
- License to publish
- Types of licence: reuse of content?
  - **CC-BY** (Attribution) - Gold
  - **CC-BY-NC** (Non-commercial) – Green
  - **CC-BY-NC-ND** (No Derivatives) - HEFCE
  - **Author retains copyright**
  - See [OAO Blog](#) for more on CC-BY
- <http://creativecommons.org/choose/>

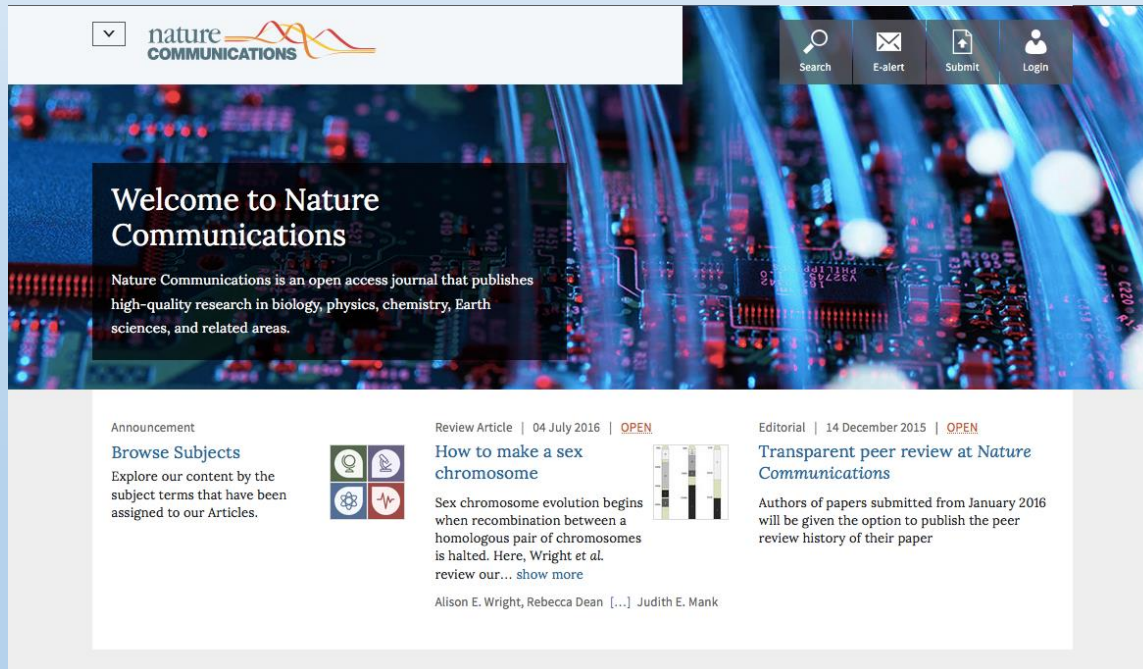


# Licences – Funder requirements

- When is a particular licence required by a funder to be included on an article when placed in an institutional repository?
- **RCUK & Wellcome Trust encourage authors to retain copyright.**
- **RCUK , COAF/Wellcome Trust, EU, NIHR** require **CC-BY** if an **APC** is paid
  - For **Green** route they allow **CC-BY-NC** non-commercial use.
- **HEFCE - Access requirements para 27.** The output must be presented in a form that allows anyone with internet access to search electronically within the text, read it and download it without charge, while respecting any constraints on timing (as detailed in paragraphs 29 to 35) 7. While we do not request that outputs are made available under any particular licence, we advise that outputs licensed under a Creative Commons Attribution Non-Commercial Non-Derivative (**CC BY-NC-ND**) licence would meet this requirement.

# Example: Nature Communications

Open access licensing



Standard article cost in  
Nature Communications is £3,150

Open access articles in NPG and Palgrave Macmillan journals are **published under Creative Commons licences**. These provide an industry-standard framework to support easy re-use of open access material. Under Creative Commons, **authors retain copyright** of their work. Authors publishing via the open access route additionally **assign NPG a non-exclusive license to publish (LTP)**.

All Macmillan-owned journals with open access options offer the CC BY licence (Creative Commons Attribution v4.0 International License), and this is the default licence for all NPG-owned fully open access journals and for Palgrave Macmillan journals.

# Example: BMJ



- ‘Pure’ OA journal
  - APC £3000 + VAT
  - Acceptance – publication 8 – 10 weeks
- Authors do not assign copyright (retained by authors)
- Authors **grant BMJ exclusive licence** to publish including allowing BMJ to:
  - Publish (under CC-BY-NC licence or CC-BY if funder requirement), reproduce, distribute
  - Translate
  - Create derivative works
  - licence allows authors to use their own articles for their own non-commercial purposes
  - Licence any third party to do any or all of the above
- Author can archive on author's personal website and open access repositories inc. publisher's version

# What's wrong with this?

**\*RCUK/WT Funding:** Does your study have one (or more) authors funded by the Research Councils United Kingdom and/or Wellcome Trust?

Yes, my study has RCUK and/or WT funding.

No, my study doesn't have any RCUK and/or WT funding.

For articles whose authors (one or more) received funding from the Research Councils United Kingdom and/or Wellcome Trust, Blood will deposit their manuscripts within 6 months of the final publication in an open repository, such as European PubMed Central or other approved repository. To comply with the RCUK/WT requirements, Blood requires a service fee of \$1,000, in addition to the standard publication fees charged to authors. You will be charged only if your paper is accepted, and you will be invoiced when you receive your page proofs.

I confirm my agreement to pay the service fee of \$1,000 to have my manuscript deposited and freely available within 6 months of the final publication date.

# What do you want to do with your work?

- Publish
- Share with colleagues
- Allow others to read, copy, re-use
  - Other academics, practitioners, professionals, students, patients, independent scholars, small businesses, charities....
- Post to webpage, Academia.edu, ResearchGate, pre-print server
- Deposit in ORA / other repository
- Use for own teaching eg Distribute published pdf to students
- Re-publish (all / extracts)
- Translate
- Keep it legal

# Information & Help

- UK Intellectual Property Office
  - <https://www.gov.uk/intellectual-property-an-overview>
  - <https://www.gov.uk/copyright/overview>
- OASIS [Copyright and Authors' Rights: A Briefing Paper](#)
- British Academy & Publishers Association [Joint Guidelines on Copyright and Academic Research](#)
- Sherpa Romeo: <http://www.sherpa.ac.uk/romeo> (Journal copyright policies & self-archiving)
- Creative Commons: <https://creativecommons.org/>
- Copyright Toolbox – JISC/SURF Licence to Publish <http://copyrighttoolbox.surf.nl/copyrighttoolbox/authors/licence>
- SPARC Author Addendum: <https://sparcopen.org/our-work/author-rights/>
- Cornell University Copyright Clearance Center 'What authors can do': [http://copyright.cornell.edu/policies/copyright\\_management.cfm](http://copyright.cornell.edu/policies/copyright_management.cfm)
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  - Open Access team at [openaccess@bodleian.ox.ac.uk](mailto:openaccess@bodleian.ox.ac.uk)
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