Authors, copyright and open access

Sarah Barkla, Juliet Ralph, Sally Rumsey, August 2019
In this session

- Initial author rights
- Publishing licences
  - Creative Commons licences
  - Copyright Transfer
  - Funder policies
- Preprint, Journal article, Thesis
- Repositories and academic sharing platforms
- Author as reader
- Useful links and contacts
Copyright is one type of intellectual property protection

“Copyright protects your work and stops others from using it without your permission.”

Rights covered under UK copyright:
• Broadcast and public performance
• Copying
• Adapting
• Issuing
• Renting
• Lending copies to the public

Quotations taken from IPO website
https://www.gov.uk/intellectual-property-an-overview
Putting it into words

1. You do your research
2. You have an idea for a paper based on your research
3. You draft your paper

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Copyright kicks in when your idea becomes a ‘thing’

“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.”

Quotations taken from IPO website
https://www.gov.uk/intellectual-property-an-overview
Copyright assignment to the creator is automatic

“The creator of the work automatically gets copyright protection”

1. It is a good idea to state your copyright ownership on your work so it is clear to readers.
2. You don’t have to include the copyright symbol © in order to assert your copyright ownership.
3. You can use the copyright symbol if you wish.
4. The default position is ALL RIGHTS RESERVED by the copyright owner.

Quotations taken from IPO website [https://www.gov.uk/intellectual-property-an-overview](https://www.gov.uk/intellectual-property-an-overview)
Ownership of work at Oxford

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;
(b) by student members only in the circumstances specified in subsection (3) below;

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

• (1) artistic works not listed in subsection (2) of section 6 of this statute, books, articles, plays, lyrics, scores, or lectures, apart from those specifically commissioned by the University;
• (3) student theses, exercises and answers to tests and examinations save to the extent that they contain intellectual property claimed by the University under subsection (6) of section 6 of this statute;
As the owner of copyright:

- You can choose to **reserve all of the rights** granted to you under copyright law (All rights reserved)
- You can **grant a licence** to allow others to use all or parts of your work under certain conditions
  - You can continue to own the copyright in these circumstances
- You can **sell or transfer the copyright** to a new owner
  - “you’ll need to sign a document to show the sale or transfer has taken place”
  - You would no longer retain the rights that had originally been granted to you under copyright law

Remember: Whoever owns the copyright can dictate how that work is used. Copyright protection stopping others from using your work without your permission applies to whoever owns the copyright.

Quotations taken from IPO website
https://www.gov.uk/intellectual-property-an-overview
If you choose to reserve all rights:

Anyone who wants to use your work will have to contact you to ask your permission every time they want to use it.

• There are some exceptions that allow limited use in certain circumstances (see below)
Copyrightholder can grant a licence

• “You can license the use of your work if you own the copyright. You can also decide how your work is used.
• As the 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”
• You can grant permission to use with clear conditions of use

Quotations taken from IPO website
https://www.gov.uk/intellectual-property-an-overview
Creative Commons licences

Choose a license

This chooser helps you determine which Creative Commons License is right for you in a few easy steps. If you are new to Creative Commons, you may also want to read Licensing Considerations before you get started.

https://creativecommons.org/
Creative Commons licence options

**CCO** Waive all interests without restrictions

**Possible restrictions**

- **BY** Use of the work is only allowed when the author is credited and any changes are indicated
- **SA** Modified work has to be shared under an identical license
- **NC** Use of work is only allowed for non-commercial purposes
- **ND** Only verbatim sharing (no derivative work or remixes)

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<th>-NC,-ND,-SA</th>
<th>These terms can be added to the CC BY license to produce 5 other licenses <a href="https://creativecommons.org/licenses/">https://creativecommons.org/licenses/</a></th>
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[^1]: [NIH](https://www.nih.gov)
[^2]: [Open Definition](https://opendefinition.org)
[^3]: [Open Access Definition](https://opendefinition.org)

https://asapbio.org/licensing-faq/licensing-diagram-2018-10-04 Used and adapted (added to CC-BY) under CC-BY 4.0 licence
Which licence?

• ‘Before we send off our near-finalised paper to a journal, we would like to submit it to bioRxiv. As part of the submission they ask a question about copyright’

• Material displayed on bioRxiv can be viewed by anyone. Please choose the terms under which you would like to make material available.

Chosen by bioRxiv authors

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Prior publication

‘Posting of preprints is not considered prior publication’ (Nature)

http://www.sherpa.ac.uk/romeo/index.php
https://www.nature.com/nature-research/editorial-policies/preprints-and-conference-proceedings#preprints
Journal article

• ‘I have had a paper accepted for publication. I am now being asked to complete a license agreement and decide on open access. Please advise.’

• Choice of publishing route?
  • ‘Do you want to publish your article Open Access?’
  • ‘Do we want to go Gold or through Subscription?’

‘low comprehension level of author rights.’

Subscription article

You sign a:
• Copyright Transfer Agreement
or
• Licence to Publish

• No author payment
• Published article only available to subscribers
• Key question: What author rights retained?
• What is the self-archiving policy? (green route OA)
  - can you make the AAM freely available via ORA (within timeframe required by funder)?
Copyright Transfer Agreement - Wiley

Wiley sample CTA

Publisher rights:

• Publish/ re-publish
• Sell
• Transmit
• Distribute
• ‘and otherwise use’.

Author rights:

• Post preprint.
• Deposit accepted version on institutional /not-for-profit repository & author website (embargo period).
• Re-use final published version in other publications.
• Copies for colleagues.
• Teaching eg Course packs.
• No posting of published version.

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Publisher rights:
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- Reproduce
- Distribute
- Transmit
- Display
- Store
- Translate
- Create derivative works

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- Present the work orally.
- Reproduce for course packs.
- Photocopies to colleagues (non-commercial purposes).
- Post Accepted version on
  - repository (embargo)
  - author website (no embargo).

https://www.sciencemag.org/site/feature/contribinfo/prep/license.pdf
Open Access article (‘gold route’)

• Fully OA journal or ‘hybrid’ (paid OA option)
• Freely available at publication

• You sign a Licence to Publish
• Retain copyright
• Article published with a Creative Commons licence

• Key question: Do I need to go Gold for funder?
• Which licence to choose?
Funder requirements?

• **Retain copyright?**
  - Encouraged by RCUK, Wellcome, EC/ERC.

• **Publish with CC-BY?**
  - Yes if UKRI, Wellcome/COAF, Gates, NIHR paid Gold OA

• **Licence on manuscript in institutional repository?**
  - RCUK ‘non-commercial use’ eg CC-BY-NC.
  - REF 2021 – ‘free to read, download and search within’ eg CC BY-NC-ND.

• **Other requirements?**
  - Gold or Green, embargo periods, specified repository...
  - Check funder policies on [Sherpa Juliet](http://sherpa Juliet)
Negotiation

- Amendment to publishing agreement
- SPARC Author Addendum: https://sparcopen.org/our-work/author-rights/
Institutional Repositories and academic platforms

ORACLE
OXFORD UNIVERSITY RESEARCH ARCHIVE

RADAR
Institutional repository of Oxford Brookes University

UCL Discovery
Explore the unique scale and diversity of UCL research.

Apollo

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Discover King's Research
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### Research
- For 'Act on Acceptance' and publications such as journal articles, conference papers, book chapters, reports, working papers, etc.
- Guidance on depositing research

### Theses
- For research degrees (e.g., DPhil, M.Litt. & M.Sc. by Research) - deposit of theses is a mandatory requirement for those completing a research degree.
- Guidance on depositing thesis

### ORA-Data
- For any type of digital research data, especially data that underpins publications, or data where the funding body requires archiving and preservation.
- Guidance on depositing data

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- Not sure
- No

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1
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https://unpaywall.org/
Travel in the reader’s shoes

When thinking about which permissions to grant, consider how you might want to use other people’s works when you are a reader:

• Read and cite the paper – for which you need access
• Access the paper without any barriers
• Quote a lengthy extract
• Adapt a diagram they’ve created and include the adapted version in your own work
• Translate their words into another language
• Circulate it freely on the internet
Exceptions

If the work you want to use does not fall under a licence, you may be able to use content under an exception or fair dealing

Some of the key areas of use are:
• non-commercial research or private study
• teaching
• criticism or review
• Helping disabled people
• Parody, caricature or pastiche
• Certain use of orphan works
• reporting current events (this does not apply to photographs)
• Text and data mining for non-commercial research
• Fair dealing

https://www.bl.uk/business-and-ip-centre/articles/fair-use-copyright-explained
There are no hard guidelines about the extent of fair dealing permitted. The IPO states the following guidance questions:

- “does using the work affect the market for the original work? If a use of a work acts as a substitute for it, causing the owner to lose revenue, then it is not likely to be fair
- is the amount of the work taken reasonable and appropriate? Was it necessary to use the amount that was taken? Usually only part of a work may be used”

Applying a licence can make permissions clearer for the user

New study: "Overall, 38% of articles required to support teaching were available as open access in some form but only 7% had a findable re-use licence; just 3% had licences that specifically permitted inclusion in an ‘electronic course-pack’."

Useful links and contacts

- UK Intellectual Property Office
  - https://www.gov.uk/intellectual-property-an-overview
  - https://www.gov.uk/copyright/overview
- Sherpa Romeo: http://www.sherpa.ac.uk/romeo (Journal copyright policies & self-archiving)
- Creative Commons: https://creativecommons.org/
- ASAP bio - Preprint licensing FAQ / How open is your preprint? https://asapbio.org/licensing-faq
- OAPEN-UK Guide to Creative Commons
- SPARC Author Addendum: https://sparcopen.org/our-work/author-rights/
- Cornell University Copyright Information Center ‘What authors can do’: https://copyright.cornell.edu/authors#authors
- British Academy & Publishers Association Joint Guidelines on Copyright and Academic Research
- Need help? University contacts:
  - Open Access team at openaccess@bodleian.ox.ac.uk
  - Bodleian’s copyright advisor at copyright@bodleian.ox.ac.uk
  - IT Services specialist in digital copyright and licensing issues rowan.wilson@it.ox.ac.uk
  - Patent advice: contact OU Innovation enquiries@innovation.ox.ac.uk.