Authors, Copyright, and Open Access

Making it work for you

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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?

- What about Creative Commons?
- What do you want to do with your work?
- ‘Will the journal let me do this?’
- Self-archiving policy?
- What have you signed?
- What if I’m not funded?
- Do I have any choice?
- Who owns the copyright?
- Funder policies
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

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

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;

http://www.admin.ox.ac.uk/statutes/790-121.shtml
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

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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
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.

https://www.elsevier.com/about/company-information/policies/copyright
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

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[https://www.elsevier.com/about/company-information/policies/sharing](https://www.elsevier.com/about/company-information/policies/sharing)
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.

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.

• 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
• 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

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?

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<th>Copyright Transfer Agreement</th>
<th>Exclusive License to Publish</th>
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<tbody>
<tr>
<td><strong>Copyright</strong></td>
<td>Transfers author’s copyright to the publisher</td>
<td>Author retains copyright</td>
</tr>
<tr>
<td><strong>Self-archiving rights</strong></td>
<td>Self-archiving rights defined by publisher</td>
<td>Self-archiving rights retained by author (but some publishers may impose restrictions)</td>
</tr>
<tr>
<td><strong>Which version in ORA?</strong></td>
<td>Author Accepted Manuscript (mostly)</td>
<td>Author Accepted Manuscript (mostly)</td>
</tr>
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</table>
What the publisher can do with your work:
- Publish
- Reproduce
- Distribute
- Transmit
- Display
- Store
- Translate
- Create derivative works

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)

https://www.sciencemag.org/site/feature/contribinfo/prep/license.pdf
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)
What about copyright infringement?

1. 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.

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http://www.tandf.co.uk/journals/authors/copyrightinc.pdf
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
Creative Commons Licenses

• 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.
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  • 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.
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Standard article cost in Nature Communications is £3,150

http://www.nature.com/openresearch/about-open-access/policies-journals/#Open%20access%20licensing
Example: BMJ

- ‘Pure’ OA journal
  - APC £3000 + VAT
  - Acceptance – publication 8 – 10 weeks
- Authors do not assign copyright (retained by authors)
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http://www.bmj.com/about-bmj/resources-authors/forms-policies-and-checklists/copyright-open-access-and-permission-reuse
What's wrong with this?

*RCUK/WT Funding: 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.
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• 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/
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