



Practical guide to copyright and self-archiving in open-access repositories

Acceso  **Abierto**

Open Access to Science Working Group
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This guide has been produced as part of the Open Access to Science project (www.accesoabierto.net) and forms part of the DULCINEA support tools.

DULCINEA is the result of a research project, the aims of which included analysis of the terms and licences used by scientific journals to govern the transfer of rights for works published, and how these affected their subsequent use. This analysis, together with filing of the journals, led to the Dulcinea portal, which allows users to consult each individual journal: <http://www.accesoabierto.net/dulcinea>.

This guide can be downloaded from: www.accesoabierto.net/documentos.

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Practical guide to copyright

This guide aims to offer clear and simple guidelines for authors and publishers, providing proposals for the exact way in which the copyright for published works should be expressed.

Why these proposals?

Because a clear editorial policy is a mark of quality, and the definition of the copyright policy forms part of this.

What is the purpose?

To familiarise both authors and publishers with the use of particular licences that define the terms under which articles can be reused.

To promote depositing or self-archiving of works under these licences in open-access repositories.

To encourage explicit mention of the copyright as a criterion of quality in the assessment of publications.

Rights, what rights?

Simply by creating a work, the author has rights: **moral** and **economic rights** (Figure 1).

The **moral rights CANNOT BE TRANSFERRED** and some **DO NOT EXPIRE** (the right to attribution and the integrity of the work). They are recognised by most European jurisdictions, but not everywhere, as is the case in the United States.

The **economic rights** cover any use of the work, principally:

- Copy
- Distribution
- Public display
- Transformation

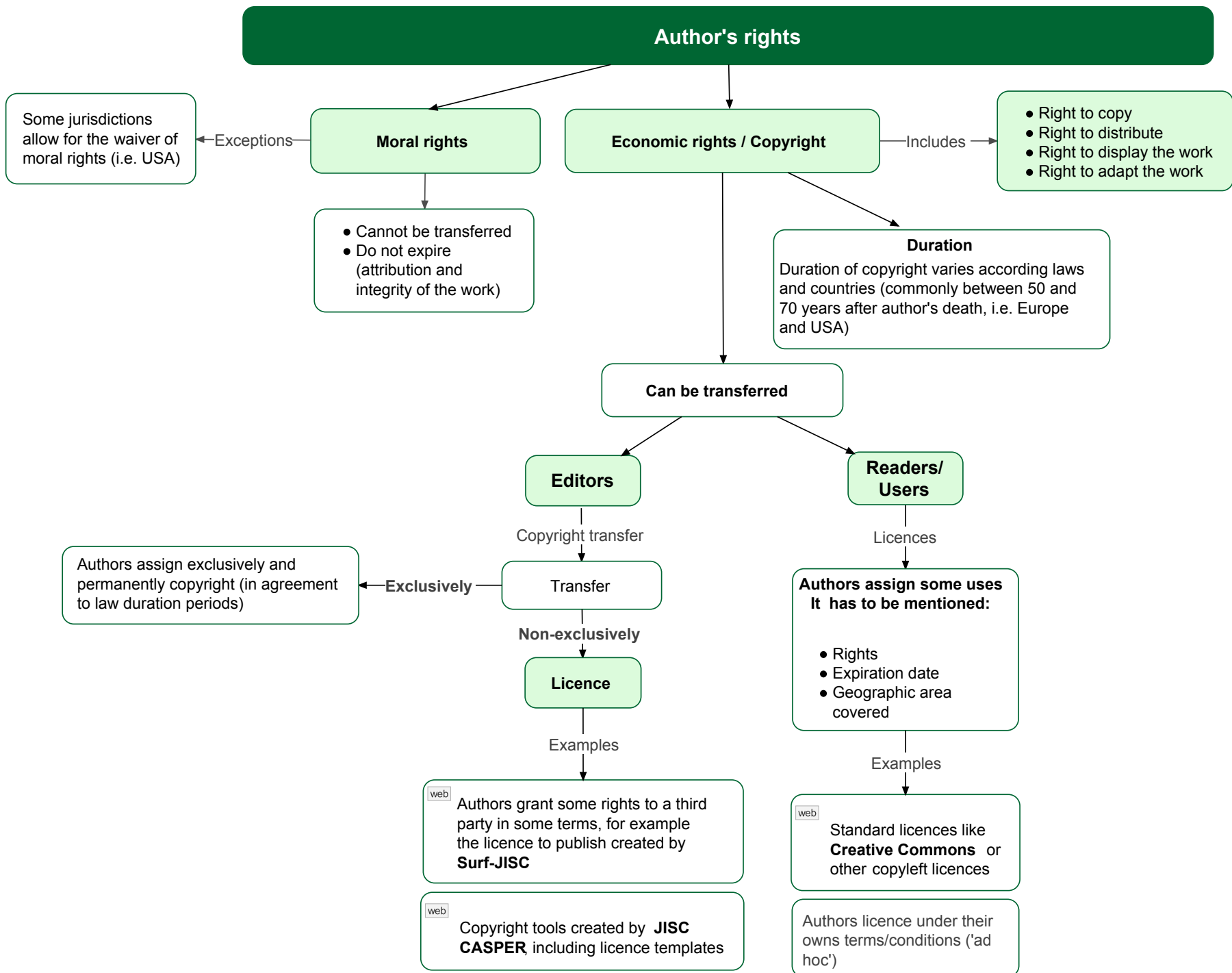
These rights **CAN BE TRANSFERRED** and have a set **PERIOD OF TIME WHEN THEY ARE IN FORCE**, after which the works enter the public domain and can be used without prior authorisation.

Rights can be transferred exclusively or not. If rights are transferred exclusively, the author loses all economic rights to their work and, thus, will only be able to use it in those cases where the law in force allows (citation, private use, etc.).

Licences for the use of works, such as Creative Commons licences, allow for specific terms for said use of works to be set. These licences can be used by both authors and publishers.



Figure 1. Breakdown of authors' rights.



...in practice

This guide recommends use of the following options, which are used around the world and which offer the guarantees of the prestige and professionalism of those who produced them.

1. JISC (Joint Information Systems Committee) / Surf Foundation licence to publish. It has been translated into a number of languages, including Spanish (<http://copyrighttoolbox.surf.nl/copyrighttoolbox/publishers/licence/>).

For example:

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1. The Author retains all other rights with respect to the Article not granted to the Publisher and in particular he can exercise the following rights:

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To reproduce the Article, in whole or in part, and to communicate it or make it available to the public, whether in print and/or digital form, whether as part of a course pack or a compilation, for use in education or research within the Author's own institution or the institutions with which the Author is affiliated.

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To upload the Article or to grant to the Author's own institution (or another appropriate organisation) the authorisation to upload the Article, immediately from the date of publication of the journal in which the Article is published (unless that the Author and the Publisher have agreed in writing to a short embargo period, with a maximum of six (6) months):

- a) onto the institution's closed network (eg, intranet system); and/or*
- b) onto publicly accessible institutional and/or centrally organised repositories (such as PubMed Central and other PubMed Central International repositories), provided that a link is inserted to the Article on the Publisher's website.*

2. Creative Commons licences

These are licences that authorise certain uses of the work with some conditions, depending on the licence in question.

The licences are shaped by the combination of 4 conditions: Attribution, ShareAlike, NonCommercial and NoDerivs:



Attribution



Attribution – Share Alike



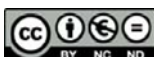
Attribution – No Derivative Works



Attribution – Non-Commercial



Attribution – Non-Commercial – Share Alike



Attribution – Non-Commercial – No Derivative Works

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Allow commercial uses of your work?

Yes ¹

No ¹

Allow modifications of your work?

Yes ¹

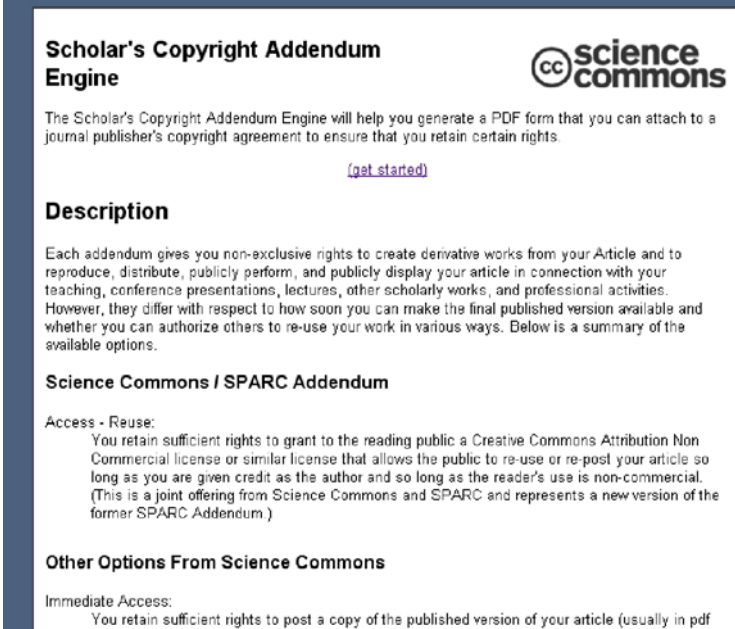
Yes, as long as others share alike ¹

No ¹

Jurisdiction of your license ¹

International

3. Model addenda created by the Science Commons/SPARC project (<http://scholars.sciencecommons.org/>)



Scholar's Copyright Addendum Engine

The Scholar's Copyright Addendum Engine will help you generate a PDF form that you can attach to a journal publisher's copyright agreement to ensure that you retain certain rights.

[\(get started\)](#)

Description

Each addendum gives you non-exclusive rights to create derivative works from your Article and to reproduce, distribute, publicly perform, and publicly display your article in connection with your teaching, conference presentations, lectures, other scholarly works, and professional activities. However, they differ with respect to how soon you can make the final published version available and whether you can authorize others to re-use your work in various ways. Below is a summary of the available options.

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You retain sufficient rights to post a copy of the published version of your article (usually in pdf

The tool to generate them is available on the internet. It produces documents from the different options.

Rights vs. Open Access

In accordance with the Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities, of October 2003, one of the conditions to promote open access is that authors retain at least certain rights to be able to contribute to it:

*The author(s) and right holder(s) of such contributions **grant(s) to all users a free, irrevocable, worldwide right of access to, and a licence to copy, use, distribute, transmit and display the work publicly and to make and distribute derivative works, in any digital medium for any responsible purpose, subject to proper attribution of authorship** (community standards, will continue to provide the mechanism for enforcement of proper attribution and responsible use of the published work, as they do now), as well as the right to make small numbers of printed copies for their personal use.*

(<http://oa.mpg.de/openaccess-berlin/berlindeclaration.html>).

Thus, it is vitally important that authors retain at least some of the economic rights to their works for their subsequent reuse, such as deposit in institutional repositories.

There are several websites offering more information on editorial policies regarding publishing licences:

SHERPA-ROMEO (<http://www.sherpa.ac.uk/romeo/>). International directory of publisher copyright policies and self-archiving in repositories.

DULCINEA (<http://www.accesoabierto.net/dulcinea>). Directory of Spanish scientific journals and economic rights with respect to self-archiving.

OAKlist (<http://www.oaklist.qut.edu.au/database/Basic.action>). International directory of publisher policies on copyright and self-archiving in repositories, including the ROMEO journals and those published in Australia.

Remember:

Before signing a contract ceding rights, you need to know...

what's involved!

If you have any doubts, contact the support services at your institution or professionals who can help answer your questions.



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