

AUTUMN TRAINING SCHOOL

DEVELOPMENT AND PROMOTION OF OPEN ACCESS TO SCIENTIFIC INFORMATION AND RESEARCH

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Facilitate Open Science Training for European
Research

Business Models for Open Access. **Copyright and Licensing under Open Access**

Peter Stanchev, Radoslav Pavlov

Business Models for Open Access

- Traditional business models in scientific communication – Big Deal
- New business models in scientific communication
 - Institutional model
 - Community model
 - Public sponsors model
 - Subscription model
 - Commercial model

Copyright

- When an article is accepted for publication in a journal, the **publisher needs permission from the author** to publish it.
- In most cases, authors grant permission by **signing over copyright** to the publisher. This gives the publisher the full rights and control over the article. Consequently, if an author wishes to reuse the article at a later stage, e.g. to make the work available in Open Access, he/she will have to ask permission from the publisher to do so.



Copyright

- Alternatively, authors can grant the publisher a **Licence to Publish**. With this agreement, authors can retain copyright and the right to deposit the article in an Open Access repository, while providing the publisher with the necessary rights to publish the article.
- In the context of the H2020 and FP7 Open Access requirements, it is important to be aware of this distinction in dealing with intellectual property rights; it has significant impact on how easy it is for authors to fulfill the requirements.

Copyright

- The most important—possibly the only—aim of scientific communication is the widest possible distribution of knowledge and results. **Ideas cannot be copyrighted**, no question about that. But a scientific journal article is not pure ideas and results; it is an **intellectual product** woven from ideas and results. While the ideas and result themselves cannot be copyrighted, an article can. It is knowledge, ideas and results which could —and should!—be re-used, not the article.
- Similarly, articles using or arguing with the results of a paper are derivatives of the thoughts and ideas, not the article. The original article itself should not be altered in any way, as it had gone through a peer review process. Allowing **modification of the articles themselves is a very unscientific idea.**



Licenses

- the metadata and identifying information included in the Work (author, publication, citation information) is not deleted or modified;
- the meaning, interpretation, context and conclusions reached in the work is not misrepresented; and
- the Work is not sold, licensed for a fee, provided as part of a commercial product or service, or associated with commercial advertising, sponsoring or commercial promotion.



What is the best licensing framework for scholarly material?

- Easily understandable
- Simple to use, and machine-readable
- Promote access to and re-use of scholarly outputs
- Able to offer all the options necessary for scholars to choose appropriate licensing conditions for their work

What to do: scenarios 1

Your **article has been accepted** for publication by the journal, and the publisher asks you to sign a publishing or copyright transfer agreement (CTA). Some publishers offer a Licence to Publish. At this stage, you have a number of options to ensure that you can fulfill the EC requirements: to make your article or final, peer-reviewed manuscript available in open access within the specified timeframe (6-12 months depending on research area). **Does the agreement ask you to sign over your copyright?**

| | |
|-----|---|
| yes | do not sign, but provide a <u>licence to publish</u> |
| | or |
| | sign and provide an <u>addendum</u> ensuring you can fulfill the EC requirements |
| no | check if the agreement, licence and/or <u>the publisher's policy</u> leaves you the rights to fulfill the EC requirements |

What to do: scenarios 2

You have **already signed a publishing agreement/CTA** signing over your copyright to the publisher for the publication of your article. **Does the agreement leave you the rights to fulfill the EC requirements?**

| | |
|--------------|---|
| yes | <u>provide open access</u> to your article or final, peer-reviewed manuscript through OpenAIRE |
| no | ask cooperation of the publisher by signing an <u>addendum</u> to enable you to fulfill your obligation under the EC requirements |
| I'm not sure | <u>check the publisher's policy</u> on open access and 'self-archiving' of your article/final peer-reviewed manuscript |

What to do: scenarios 3

You have published your article in an **Open Access Journal**. The EC requirements ask you to deposit your article in an institutional or subject-based repository. Some OA publishers already deposit the articles they publish in OA repositories as well, because it improves visibility.

- **Does your publisher deposit your article in an OA repository?**

| | |
|-----|--|
| yes | you need not take further action |
| no | deposit your article in your institutional or subject based OA repository. You may wish to check your publishing agreement or licence for your rights to fulfill the EC requirements, as described in scenario 2. You can find an overview of publishers' policies in the <u>Sherpa/RoMEO database</u> . |



International Association of
Scientific, Technical & Medical Publishers
The Voice of Academic and Professional Publishing

- In august 2014 some 80+ organisations from around the world, including many publishers, signed up to a letter to STM
- STM has developed and published a new set of licences that it will p


| Licence Name | Type | Description of uses |
|--|------|---|
| Non-commercial re-use licence: reproduction copies and non- derivative re-uses | Full | STM stand-alone plain typical non- commercial non-derivative licence version 1.0 |
| Non-commercial reproduction copies and non-commercial TDM and translations licence | Full | STM stand-alone no-frills non- commercial+TDM+Translation licence: rationale see comments under A for those wishing to use an STM “no-name brand” licence |
| Commercial and non-commercial reproduction copies and TDM licence | Full | STM stand-alone non- commercial+TDM+Translation and some commercial uses other than “Reserved Commercial Uses”: rationale see comments under B above for those not having a be-spoke publisher licence or not wishing to use a UCLA licence or a CC licence or other licence |

Publishers

Many publishers already have a **policy that allows for a form of 'self-archiving'** of articles or final peer-reviewed manuscripts. If you want to find out what your publisher's policy is, you can check the Sherpa/RoMEO database which provides details and explanations.

Still, your publisher may refuse to cooperate. What can you do?

- As long as **you have not signed over your copyright to the publisher** yet, it is important to realize that
- as the author you are under the obligation of your EC grant to fulfill the open access requirements, and
- as the author, you are the legal copyright holder and can decide what to do with your copyright.

| Degree of openness | Who can deposit the article? | What rights are being granted? | What version of the article | Where to deposit | Embargo periods |
|---|---|--|---------------------------------|---|-----------------------------|
| <p>Full Open Access</p>  | Automated deposit directly into repositories | Full re-use rights for users of content | Publishers' final version √√ | All repositories and authors have copyright | No embargo √ |
| | Authors and their affiliated institutions deposit √√√√ | Access to content, but not CC-BY √√√√ | Post-print √√ | Institutional or discipline-based repository √√√ | 6-months √ |
| | Authors only can deposit | | Pre-print of article | Specified repository √ | 12 months or greater √√√ |
| Closed Access | Fee-based access | | | | |

Publishers

This gives you the opportunity to

- request the publisher to reconsider his refusal given the EC Open Access policy, or
- submit your article to another (Open Access) journal, that enables you to fulfill your requirements.

If the **publisher persists in his refusal** to sign the Licence to Publish or Addendum to the Agreement/CTA, or refuses to give you permission after you have signed the Agreement/CTA, and you wish your article to be published in his journal, it is important that

- you ask the publisher to confirm his refusal of permission in writing, and
- inform your EC project officer by providing the publisher's written refusal of permission.

Enhanced Publication Models

- **Structured publications.** Such publications are intended as one textual information object structured, which may include figures, tables, web references and interactive applications. Such example is the Article of the Future of Elsevier
- **Compound object publications.** Such publication is constituted from digital objects. It contains text with connections to further publications, datasets.
- **Live publications.** Such publications have recently emerged and are based on "live data", generated from some repositories. Examples of such publications can be found in the communities of European Space Agency and FAO.
- **Experiment-oriented publications.** Such publications are similar to compound object publications but includes also information units to enabling automatic reuse of their content

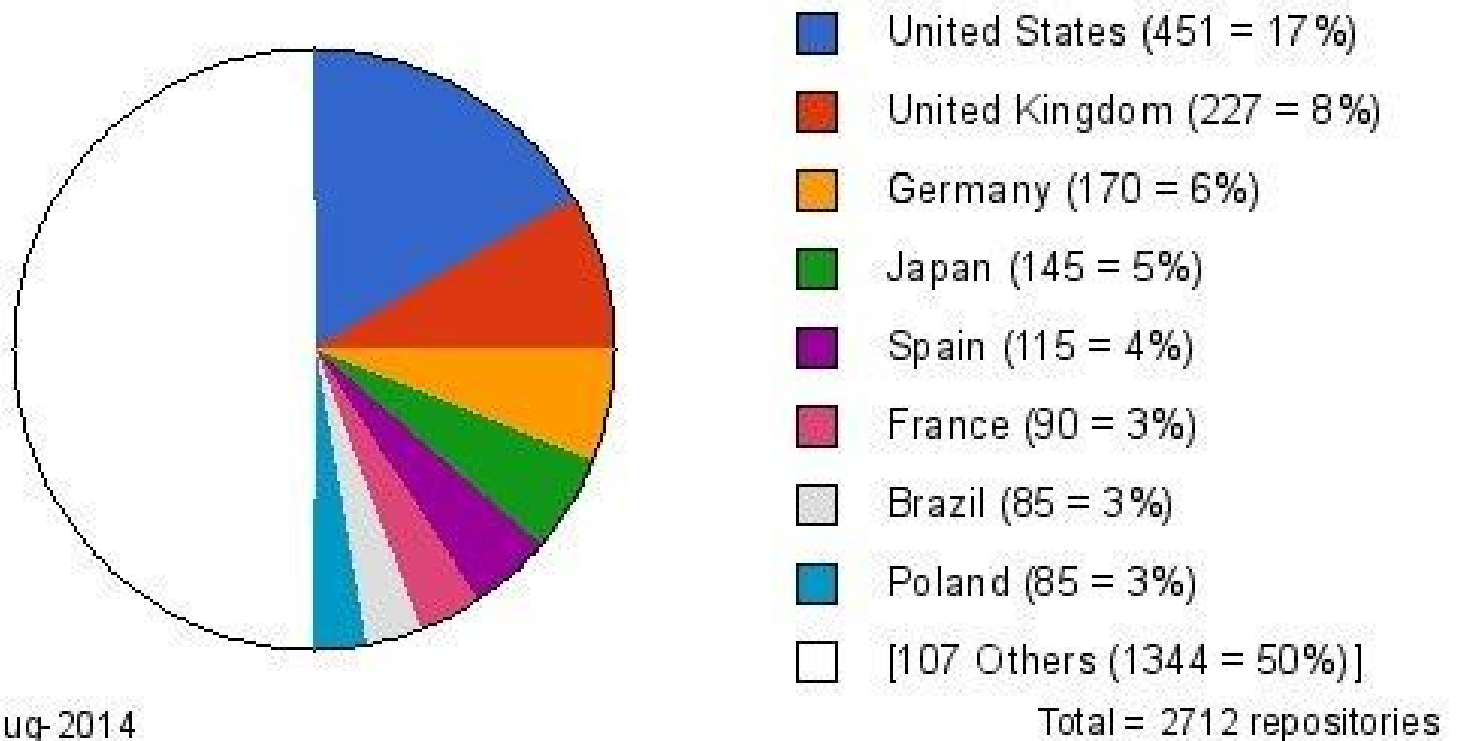
Open Access Journals

- Article-processing charges
- Institutional membership schemes
- Community publishing
- Journals supported by advertising or sponsorship
- Institutional subsidy
- Hard copy sales

Open Access Repositories

<http://search.creativecommons.org/>

Proportion of Repositories by Country
Worldwide



OpenDOAR 11-Aug-2014

Open Access Repositories

- **Bulgarian Academy of Sciences** <http://www.bas.bg/>
 - **DSpace at IMI** (Bulgarian Digital Mathematics Library at IMI-BAS)
<http://sci-gems.math.bas.bg/jspui/>
 - **Bulgarian OpenAIRE Repository**
<http://www.bg-openaire.eu/>
- **Burgas Free University** <http://www.bfu.bg/>
 - **Academic Research Repository at the Burgas Free University**
<http://research.bfu.bg/>
- **Medical University, Sofia** <http://mu-sofia.bg/>
 - **Electronic Repository - Central Medical Library - MU, Sofia**
<http://nt-cmb.medun.acad.bg:8080/jspui/>
- **New Bulgarian University** <http://www.nbu.bg/>
 - **New Bulgarian University Scholar Electronic Repository**
<http://eprints.nbu.bg/>
- **Sofia University "St. Kliment Ohridski"** <http://www.uni-sofia.bg/>
 - **Research at Sofia University**
<http://research.uni-sofia.bg/>

Repositories

- Potential barriers for further adoption:
 - Migrating and mapping between different metadata standards
 - Misinterpretation of metadata fields and modifications of standard schemes
 - **Copyright issues**

Open Access Books

- **Freely available online**
- **High visibility**
- **Authors retain copyright**
- **All book types accepted**
- **Available in different formats**
- **High quality standards**

Open data

- OData is a standardized protocol for creating and consuming data APIs. OData builds on core protocols like HTTP and commonly accepted methodologies like REST. The result is a uniform way to expose full-featured data APIs.

Summary

- New business models are being developed to implement the 'open' agenda
- New business models are being developed and practiced for Open Access journals, books, repositories, repository services and data
- These new business models will not require more money for scientific communication

Copyright and Open Access

- Ownership of works of scholarship
- Making work Open Access
- <http://creativecommons.org/licenses/>

Summary

Open Access requires the copyright holder's consent

- ▶ Copyright is a bundle of rights
- ▶ The norm is to sign the whole bundle of rights over to the journal publisher, though it is not necessary to do this in most cases: publishers can go about their work so long as the author signs over to them the right to publish the work
- ▶ Authors and other copyright holders (employers and funders) can retain the rights they need to make the work Open Access
- ▶ A premeditated retention of sufficient rights to enable Open Access is the preferable course of action rather than seeking permission post publication

Summary

Licensing scientific works is good practice because it makes clear to the user what can be done with the work and by that can encourage use

- ▶ Only a minor part of the Open Access literature is formally licensed at present: this is the case even for Open Access journal content
- ▶ Creative Commons licensing is best practice because the system is well-understood, provides a suite of licences that cover all needs, and the licences are machine-readable
- ▶ Otherwise, legal amendments to copyright law will be necessary in most jurisdictions to enable text-mining and data-mining for material without an appropriate Creative Commons licence

Documents

- **MedOANet** Guidelines for implementing Open Access policies: provide concise and targeted guidance for a harmonized approach towards policy development
<http://www.medoanet.eu/news/medoanet-guidelines-implementing-open-access-policies-available-7-languages>
- **Guidelines on Open Access to Scientific Publications and Research Data in Horizon 2020**
http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/oa_pilot/h2020-hi-oa-pilot-guide_en.pdf
- **Horizon 2020: Multi-beneficiary General Model Grant Agreement** http://ec.europa.eu/research/participants/data/ref/h2020/mga/gga/h2020-mga-gga-multi_en.
- **Open access in the post-2014 Research Excellence Framework:** set out the policy for open access in relation to the post-2014 Research Excellence Framework (REF)
<http://www.hefce.ac.uk/pubs/year/2014/cl072014/#d.en.86764>
- **UNESCO Open Access Policy Guidelines**
<http://www.unesco.org/new/en/communication-and-information/resources/publications-and-communication-materials/publications/full-list/policy-guidelines-for-the-development-and-promotion-of-open-access/>
- **Harvard Open Access Project's institutional policy guidelines** http://cyber.law.harvard.edu/hoap/Good_practices_for_university_open-access_policies
- **SHERPA/Juliet: Research funders' Open Access policies** <http://www.sherpa.ac.uk/juliet/>
- **ROARMAP: Registry of open access policies adopted by universities, research institutions and research funders** <http://roarmap.eprints.org/>