Open Access & Creative Licensing

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Discussion points

- Rights & licensing in STM publishing space
- Business Models & Open Access
- Implications of Gold OA on Licensing
- Creative Commons

UN Declaration Human Rights (1948) Article 27
(1) Everyone has the right freely to participate in the cultural life of the community, to enjoy the arts and to <u>share in scientific advancement</u> and its benefits.
(2) Everyone has the right to the <u>protection of the moral and material interests</u> resulting from any scientific, literary or artistic production of which he is the author.

Rights in STM publishing

- Traditional contract issues:
  - Author-publisher (upstream)
    - Transfer of rights (or license of rights) from authors to publisher
  - <u>Use</u> (downstream) of digital content
    - Library & other customer subscription access agreements
    - On-line use (terms & conditions)
    - Secondary licensing rights (CMOs, permissions, adaptations)

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Creative licensing

- STM industry developments re on-line access & licensing (starting late 1990's):
    - Clarity
    - Anticipated uses
    - Warranties & service issues
    - Online or electronic if possible
- Others in academic/research space also experimented with on-line terms
    - Adopting from Open Source ("O/S") licensing
    - Online terms, no written paper-based contracts

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Business models & OA

- Traditional copyright models
  - Sell access, copies or a right to copy
  - STM publishing: subscriptions, permissions
- OA (free at the point of access) models:
  - Green: through informal posting on pre-print servers or web sites (normally of pre-final versions of articles)
  - Gold: supported by research funders or institutions or directly by authors (through "publishing charges") of final versions
    - In both OA-only or "hybrid" journals

Online OA posting requirements

Green:

- Journal publishing agreement between author-publisher ("JPA") may require author to:
  - Identify Journal & update posted record re publication status, DOI link
  - Indicate any further use-distribution limitations
  - Honour specified waiting period

Online OA posting requirements

Gold:

- Funding agency or other institution may require author to:
  - Post (sometimes to specified site)
  - Final version (or publishers may offer discounts for pre-final versions with peer-review comments)
  - Accessible within specified period
- Publishers providing OA generally include online usage terms & conditions

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OA downstream licensing requirements

Gold:

- Funding agencies requiring or suggesting:
  - Creative Commons license
  - Often the CC version permitting maximum re-use (CC BY)
- Publishers also adopting to CC approaches:
  - "Apparent simplicity"
  - Market demands

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Creative commons– O/S history

- "Free software" movement 1983– became O/S 1998

- Engineers post software that can be used by other engineers, re-combined & new versions re-posted

- GNU general public license commonly used– free to use provided new versions using O/S code also use same terms ("**share-alike**")
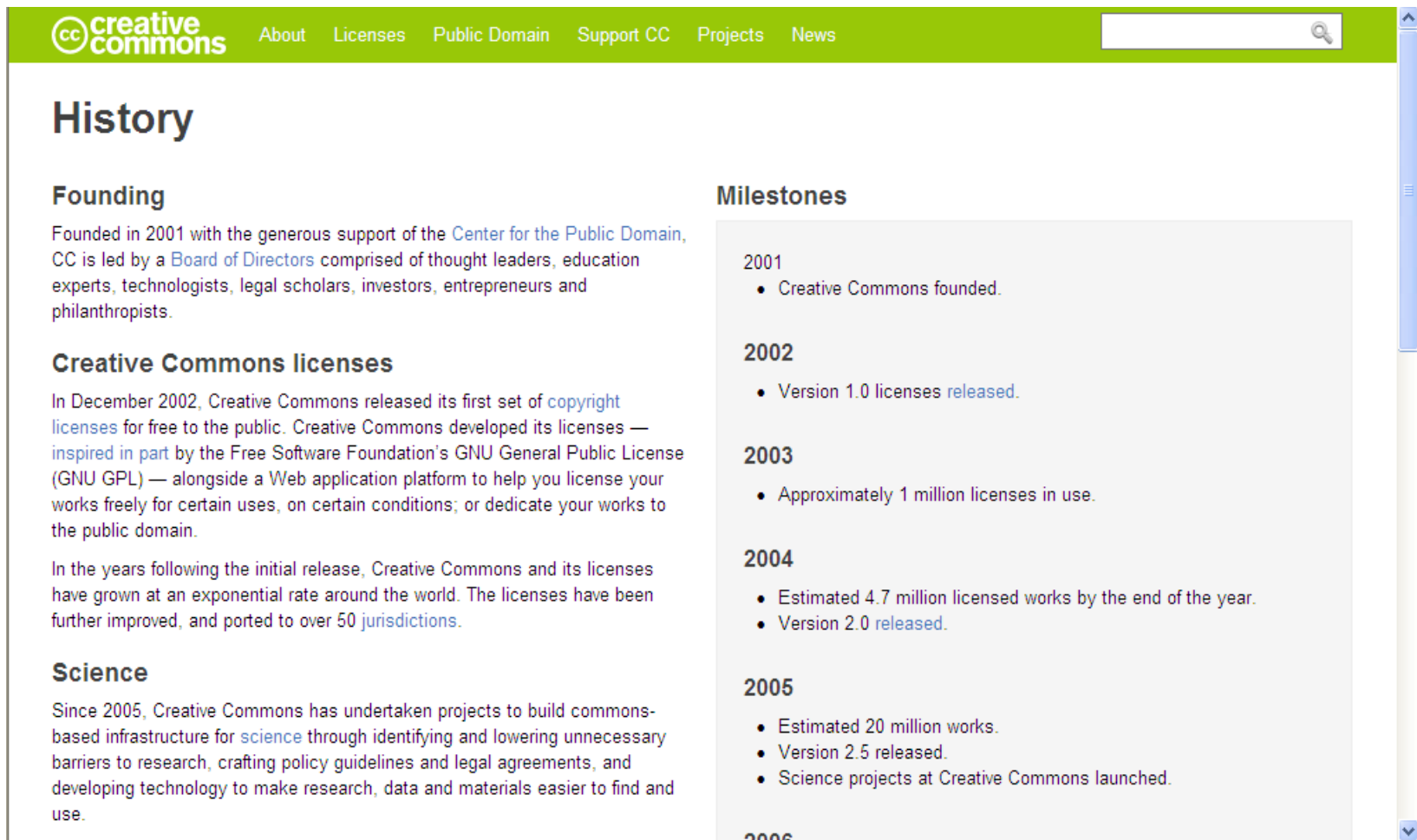
Open Source Initiative logo TM

Creative commons– why?

- Creative Commons founded 2001/2002 by Lawrence Lessig ("free culture") & others
- Supporting new methods for distributing content by
    - Providing legal support for creators to post their content online directly but with license
    - "some rights reserved" (vs. "all rights")
    - Broadcast to narrow-cast (even one-to-one exchanges)

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Creativecommons.org

History

Founding

Founded in 2001 with the generous support of the Center for the Public Domain, CC is led by a Board of Directors comprised of thought leaders, education experts, technologists, legal scholars, investors, entrepreneurs and philanthropists.

Creative Commons licenses

In December 2002, Creative Commons released its first set of copyright licenses for free to the public. Creative Commons developed its licenses — inspired in part by the Free Software Foundation's GNU General Public License (GNU GPL) — alongside a Web application platform to help you license your works freely for certain uses, on certain conditions; or dedicate your works to the public domain.

In the years following the initial release, Creative Commons and its licenses have grown at an exponential rate around the world. The licenses have been further improved, and ported to over 50 jurisdictions.

Science

Since 2005, Creative Commons has undertaken projects to build commons-based infrastructure for science through identifying and lowering unnecessary barriers to research, crafting policy guidelines and legal agreements, and developing technology to make research, data and materials easier to find and use.

Milestones

2001
- Creative Commons founded.

2002
- Version 1.0 licenses released.

2003
- Approximately 1 million licenses in use.

2004
- Estimated 4.7 million licensed works by the end of the year.
- Version 2.0 released.

2005
- Estimated 20 million works.
- Version 2.5 released.
- Science projects at Creative Commons launched.

2006

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Creative commons– what?

- Used to indicate at <u>digital object </u>level
  - What rights are permitted & what is prohibited by the copyright owner or "poster"
- CC layers

Computer code

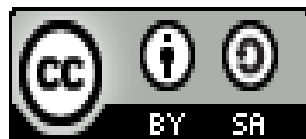Symbols & simple explanations

Full-bore legal license (text)
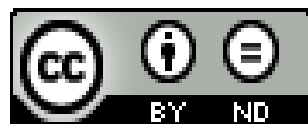

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Variations in CC licenses

Attribution CC BY

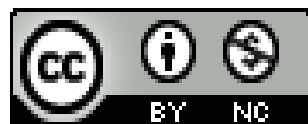Any & all uses permitted if original creator attributed

Attribution-ShareAlike CC BY –SA

As above provided user makes derivative work available under same license (O/S)

Attribution ShareAlike NoDerivative CC BY-ND

Attribution Non-Commercial CC BY-NC

Attribution Non-Commercial ShareAlike CC BY-NC-SA

Attribution Non-Commercial No-Deriv CC BY-NC-ND

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What implications re variations?

- Derivative vs Non-derivative:
  - Creation of adaptations, translations, abstracts, edited variations or other versions or excerpts

- Commercial vs non-commercial:
  - Commercial = "primarily intended for or directed toward commercial advantage or private monetary compensation"

- WT & others emphasis on CC BY: widest possible use & exploitation (derivatives & commercial)

Is CC inevitable for OA?

- From business perspective, <u>no</u>
  - Clarity, simplicity & visibility <u>are</u> required
  - Some online sites have terms & conditions that are simple & clear (though most publisher sites do not)
- But funders are speaking loudly in support of CC BY
- & CC licenses have strong market presence & strong recognition

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Wikipedia front-end

This is a summary of the Terms of Use. To read the full terms, scroll down or click here.

Terms of Use

This is a human-readable **summary** of the Terms of Use.

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STM association positions

Upcoming release on licensing & OA (likely CC+)

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T

Translate – You must translate the Work into any language faithfully rendering its meaning context and significance and the translation must be accompanied by a notice stating that it is an unofficial and unauthorised translation, provided further You agree to notify the publisher and to grant a non-exclusive license back to the publisher for use of the translation.

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Why a CC+ or licensing patch

- Adding more specificity to NC definition, including associating advertising with content (without authorisation)

- Defining TDM (recognizing relationships & associations)
  - enabling automated searching, sorting, parsing, addition or removal of linguistic structures

- Start with NC-ND because of concerns re scientific integrity

QUESTIONS?
(& CUTE LOGOS RE IMPORTANT RELATED PROJECTS)

CLA The Copyright Licensing Agency

What can I do with this content?

Print from it? | Store on intranet? | Use extracts? | Supply it externally? | Use for media monitoring?

cross check

- Cross-publisher initiative with CrossRef to detect instances of plagiarism in scientific articles

RIGHTSLINK

- Publishers have introduced the Rightslink reprints and permission system to enable authors to have permissions for content use to be enabled online and receive instant permissions.

CrossMark

- An identifier which defines the version of articles and provides metadata on their progression.
- Allows researchers to easily determine whether they are looking at a publisher-maintained copy of a scholarly document.
- Highlight that the scholarly publisher is responsible for both the initial certification of a publication, as well as the ongoing stewardship of said certified publication.

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