



AUTHORS' RIGHTS IN SCHOLARLY PUBLISHING

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What is copyright and why is it needed?

Copyright is one facet of intellectual property rights; patents and trademarks are examples of others. Copyright is a bundle of legal rights that authors and artists are granted over their literary and artistic works.

No formality (like registration) is usually required in order for the rights to exist. Works covered by copyright include books, paintings, sculpture, music, films, computer programs, and journal articles. Certain types of databases may also benefit from either copyright or database rights.

Copyright laws are domestic in nature, meaning each country's copyright law is unique. That said, most countries in the world are party to the Berne Convention for the Protection of Literary and Artistic Works, and the WIPO Copyright Treaty, the latter of which updates Berne for the digital environment.

These treaties are administered by the World Intellectual Property Organization (WIPO) and provide a baseline set of characteristics that a domestic copyright law must adhere to.

The copyright owner's exclusive rights under copyright law enable them to control the economic use of their work in a number of ways (economic rights) and include the right to:

- reproduce (copy) the work;
- create adaptations of it (e.g., commission a translation or write a different version for a new audience); and
- distribute the work to the public.

Some domestic laws also ensure that an author's moral rights are respected; these include:

- the right of an author to object to any distortion, mutilation or other modification of their work which would be prejudicial to their honour or reputation (right of integrity); and
- the right to claim authorship in their work (right of paternity).

Copyright confers on the authors the privilege to decide on the way and conditions in which their work will be accessible to the public and to assert their rights; authors typically license their economic rights but not their moral rights, and some countries do not allow for the transfer of the moral rights under any circumstances (e.g., France, Germany, UK).

What is licensing and what agreements are typically negotiated between publishers and authors?

Licensing is a mechanism by which a copyright owner, who initially holds the bundle of exclusive rights in their work that fall within copyright, may decide how to distribute that work to the public. Authors usually assign that responsibility to a publisher. Please note that in this document, “author” and “copyright owner” are used somewhat interchangeably to reflect that a copyright owner may not always be the original author. We retain the term “author” as well, however, given the focus of this document.

As is described by the [World Intellectual Property Organisation](#):

“Publishers play a key role in making literary works known and available to the reading public. They are responsible for acquiring, preparing, managing, marketing, selling and distributing such works. They are also the creators, managers, acquirers and custodians of numerous IP rights, possessing certain rights in the books that they produce and sell, and holding rights on behalf of third parties.”

By taking on certain rights, publishers take responsibility for the content that they publish. They do not provide a one-off service but commit to the stewardship and maintenance of the scholarly record in perpetuity. They intervene, where appropriate, in cases of alleged plagiarism, infringement, ethical disputes, abusive civil proceedings (SLAPPs), and fraud regarding the content.

In the case of academic and scholarly journal authors, many options for licensing exist, as do some nuances.

Publishers provide authors with publishing, discovery, and dissemination services. In order to enable and support the provision of these services, a copyright transfer or license agreement is negotiated between the author and publisher.

Due to the numerous and varied disciplines, institutions, funders, and types of authors who support and produce scholarly journal articles, STM favours an approach to licensing that is not prescriptive, but rather supports the needs and preferences of the individual authors and researchers, as well as the publishers who act as stewards and disseminators of their work.

Publishers support author choice not only by offering a choice of licenses, but also by managing and arranging use/reuse permissions – reducing authors’ administrative burdens and maximizing the legitimate use of their works.

Authors value the freedom to choose the licence that is right for them, while publishers' mission is to communicate that trusted content in the most effective way possible. This is why publishers are continually investing in innovation and technology to ensure publications are tagged, verified, and discoverable from the moment of publication and in perpetuity.

An article can be published mainly under two different models, i.e., subscription or open access.

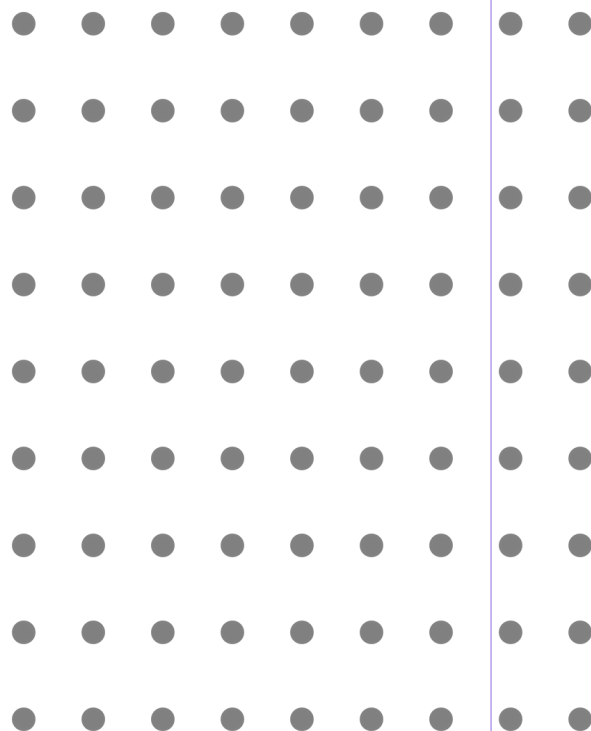
When publishing under a subscription model, authors typically either transfer copyright to the publisher or grant a licence (exclusive or non-exclusive) to publish and disseminate their work.

When authors publish open access, they often have a choice of Creative Commons end-user licences to apply to their work, depending on what uses of their work they wish to authorise.

STM emphatically supports open access because knowledge-creation, discovery and sharing is best enabled when content resulting from all stages of the peer-review and publication process are immediately and openly available to all.

Besides standard publishing agreements, publishers offer different contract and licensing conditions that may be customised depending on a specific need.

We recommend visiting publishers' websites for further circumstance-specific guidance.



What rights stay with authors?

Regardless of the model chosen for publication, publishing agreements often allow authors to do most, if not all of the following:

- Retain moral rights (right of integrity and of paternity);
- Retain trademark and patent rights;
- Retain the rights to use their research data freely without any restriction;
- Receive proper attribution and credit for their published work;
- Re-use their own material in new works (with full acknowledgement of the original article);
- Publicly share the preprint on any website or repository at any time;
- Use and share works for many non-commercial purposes, e.g.,
 - a for a lecture, class or a conference;
 - with a personal circle of students, research colleagues, etc. for their personal use;
 - to include in a thesis or dissertation; and
 - within a limited group (publishers sometimes make available ad hoc links for this).

When publishing under an open access model, authors can share the final published article ('Version of Record' or 'VoR') in line with their chosen end-user licence.

When publishing under the subscription model, authors are typically permitted to post the Accepted Manuscript (AM) on a public-facing institutional repository after an embargo period, usually under some form of non-commercial end-user licence.

To support seamless and simple sharing in line with the norms of research communities, STM issued its [Voluntary Sharing Principles](#), which are used by many STM member publishers.

What is a “Rights Retention Strategy (“RRS”)?”

Rights retention strategies require authors to retain copyright in their manuscript and apply a CC BY license to the accepted manuscript version of their work. The aim is to be able to upload the AM to a repository as soon as the final article has been published. This has the harmful effect of undermining the journal subscription model it relies upon, because customers are very unlikely to subscribe to access the final article if they can read similar versions for free. Therefore it is not viable for a majority of STM publishers as outlined in the following statement [Rights Retention Strategy - STM \(stm-assoc.org\)](https://stm-assoc.org/). Additionally, requiring authors to apply the CC BY licence eliminates an author’s freedom to choose the end-user licence that best meets their needs and wishes.

Author Rights and AI

- STM publishers support and foster the management and protection of authors’ rights which is of growing fundamental importance in the digital environment where plagiarism, fake publications and the expanding use of AI are drivers for a much broader, uncontrolled distribution of flawed content;
- Copyright protection is critical in the context of generative AI technology and is key in maintaining the integrity of the scientific record and preventing massive-scale misinformation. It underpins the development of a robust, transparent and trustable digital environment and continued human-led creativity and innovation;
- AI providers must ensure appropriate use, reuse and attribution of scholarly content; and
- Permission for use needs to be sought and granted.

Myths and Facts

<p><i>“Copyright is a print artefact”</i></p>	<p>With the rise of misinformation and disinformation, copyright, attribution, and rights management in the digital environment are more important than ever in supporting research integrity.</p>
<p><i>“Copyright prevents innovation”</i></p>	<p>Copyright ensures that authors receive credit for their work and encourages the creation of new works. Copyright also allows publishers to work with authors to distribute their trusted research in new ways, at scale, supporting future innovation.</p>
<p><i>“Authors have to use the rights retention strategy to retain their rights”</i></p>	<p>Authors have many options to retain copyright and/or make their works immediately and freely available. These may include Gold OA publishing. When publishing gold open access, authors usually have a choice of Creative Commons end-user licenses which authors can select from depending on their needs and preferences.</p>
<p><i>“Copyright is in opposition to Open Access”</i></p>	<p>Copyright is critical to open access. For example, Creative Commons licenses often used in OA publishing include many of the inherent principles of copyright, including the moral right of attribution.</p>
<p><i>“Assigning copyright to publishers takes away author rights”</i></p>	<p>Whether or not authors assign copyright, they are credited and can usually reuse their own work, share the work with colleagues, print the articles, and much more.</p>
<p><i>“Copyright law is not sufficiently flexible [for research purposes]”</i></p>	<p>Copyright helps to drive innovation and progress in research and other sectors by balancing the interests of creators (such as authors) and right holders (such as publishers), with the interests of those who want to use those creations. To incentivize creators and those who invest in their creations, fair compensation is needed. This is what copyright and its carefully crafted exceptions and limitations is for. The flexibility granted under copyright to license rights allows society to realise the greatest benefit from research for the greatest number.</p>