Copyright in a work is always a bundle of rights. In the case of scholarly written works, copyright covers what may be done with the work in terms of making copies, making derivative works, abstracting parts of it for citation or quotation elsewhere and so on.

Although copyright law varies by jurisdiction there is generally a clause that makes special permission for 'fair use' or 'fair dealing' of a work. This allows a written work, for example, to be copied for the purpose of private study, and for parts of the work to be reproduced in other works of a scholarly nature. Details are particular to each jurisdiction.

Scholarly journal publishers have traditionally required authors to sign over all of the rights when their article is ready for publication so that the publisher from then on owns the work. Until that point, all rights belong to the creator(s) of the work. From that point, they belong to the publisher.

In recent years there have been moves towards the retention of rights by creators. A number of publishing agreements that provide publishers with the right to publish a work while the author retains the rest of the rights, or addenda to use with standard publishing agreements, have been developed (see Author Addenda and licences-to-publish for more on this). Publishers can use such devices to acquire the rights they need to publish the work without acquiring the rest of the rights in the work which are not needed for publishing purposes.

There seems to be a general trend in this direction. A 2008 survey indicated that there had been a drop in the number of publishers requiring copyright transfer from the author from 83% in 2003, to 61% in 2005 and to 53% in 2008. In 2005, 3% of publishers were found not to require any form of written agreement with the author and this had increased to almost 7% by 2008 (1).

The most intensive effort to study and resolve copyright-related issues in a cooperative way has been carried out by the Zwolle Group, an international assembly representing research institutions, publishers, libraries and researchers. The Zwolle group worked over a 5-year period and produced a set of Principles. Other outputs included the JISC/SURF Copyright Toolbox which provides the tools for authors and publishers to 'develop creative and beneficial agreements' when scholarly works are published. The work of the Zwolle Group is reported in an article by Crews & van Westrienen (2).
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The suitability of Creative Commons licences for scholarly works has been much discussed. In some cases, publishers and authors wish to make their work as freely reusable as possible, including by other parties who may develop new products to sell by reusing the material in some way. The most appropriate licence for the publisher to use in this instance is the Creative Commons 'Attribution' licence, a tool that requires the creator of the work to be acknowledged when the work is re-used but does not restrict the re-use in any way. In other cases, publishers and authors may wish to restrict some forms of re-use, such as not permitting commercial derivatives to be made. There is a Creative Commons licence for all possibilities. The issues pertaining specifically to scholarly works are discussed in an article by Hoorn (3) and Taylor, the Director of Intellectual Property at Cambridge University Press, has written an informative article about copyright from a publisher's perspective, including a description of the use of Creative Commons licences (4).

Developing a self-archiving policy

Publishers can still facilitate Open Access even if they have acquired full copyright from the author. The publisher may, of course, publish the work with free, online access in an Open Access journal or as an Open Access monograph. Alternatively, if the publisher's business model is to sell monographs or subscriptions to journals, then the publisher can still facilitate Open Access by permitting the author to self-archive the work in an institutional or subject repository.
Not many (but some) publishers permit their own published version of an article to be self-archived (often referred to as the 'published PDF' because publishers normally provide copies of published articles to authors in the PDF format rather than HTML), but many do allow the author to self-archive their own final version of the manuscript after the corrections and revisions required from the peer review process have been incorporated. Currently, around 60% of publishers and 95% of journals registered in SHERPA permit self-archiving in some form. See Publisher Policies on Self-archiving for more detail on this.

See also: institutions and copyright

References and further reading


