Open Access: improvement of scientific publishing

Module 1
Monday Oct. 3rd 14:00-18:00
Science publishing and access

Module 2
Wednesday Oct. 5th 14:00-18:00
Copyright and OA

Module 3
Monday Oct. 10th 14:00-18:00
Impact and OA

Module 4
Wednesday Oct. 12th 14:00-18:00
Students presentations and discussion
Evaluation form
## Module 2 overview

Copyright and Open Access

- Summary of Module 1
- The Open Access movement
- Copyright: overview
- Publishing contracts, author’s rights using databases
- How to retain your author’s rights
- Original publishing contracts and author’s rights

| Presentation | Presentation | Presentation | Demo, Exercise | BREAK | Presentation | Demo, Exercise |
Summary of Module 1

Scientific publications are not freely accessible…

… but access costs

- Example: Search using PubMed
- **Full text is not freely accessible but requires a licence** – e.g. within University of Zurich
Increasing number of journals

Journal licences become more expensive

No library of the world can afford access to all

Cancellations of journals

Journal crisis

Authors do not reach their audience optimally

Summary of Module 1

Publication cycle: problems

1. Research – write and submit work
2. Review of work
3. Acceptance of work
4. Layout and publishing
5. Access to publication
6. Impact

"Reader pays"

Taxpayer’s money
Summary of Module 1

Publication cycle: Open Access

1. Research – write and submit work
2. Review of work
3. Acceptance of work
4. Layout and publishing
5. Access to publication
6. Impact

Taxpayer's money

Open publishers, faster publication
Open servers

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Summary of Module 1

Green Road to Open Access

Publish „normally“ - Deposit in a document server (self-archiving)

Repository:
– Central (Discipline), e.g. PubMed Central
– Institutional, e.g. ZORA

Make sure you have the right to deposit with OA

Gold Road to Open Access

Publish in an Open Access journal / with an OA publisher

Who pays the Open Access publication fees?
→ Institutional memberships?
The Open Access movement

- Initiatives, Advocacy, Supporters
  - Initiatives and organisations, e.g. Open Archives Initiative, DRIVER
  - Declarations, e.g. Berlin Declaration

- Open Access Publishers
  - OA Journals
  - Directory of Open Access Journals

- Repositories (central / discipline, institutional, network)
  - Open DOAR: Directory of Open Access Repositories
The Open Access movement

Policies

- Mandates: overview in ROARMAP

- Research Funders
  - Swiss National Science Foundation
  - National Institutes of Health (USA)
  - EUROHORCs recommendations on Open Access

- Universities, Research Institutions (institutional mandates)
  - University of Zurich
  - Harvard University

- Research Organisations
  - EU: Open Access Pilot of Framework Program 7, special clause 39
  - LERU Roadmap towards Open Access
The Open Access movement

- **Technical aspects**
  - Dublin Core Metadata Initiative
  - OAI-PMH: OAI – Protocol for Metadata Harvesting

- **Search engines**
  - OAIster, BASE
  - Google (Scholar)

- **Informations for diverse stakeholders (Zielgruppen): Researchers, editors, universities, funders…**
  - Newsletter, Blogs
  - OA Website of the University of Zurich
  - Information platform Open Access

Individual repositories

Metadata (bibliographic details)

→ OAI-PMH, Dublin Core

Repository search engine

Metasearch
Links to full versions

OA tracking project
The Open Access movement: Business models for OA

- **OA-article processing charge** (publication costs; „author pays“)
  - Also often in traditional publishing
- **Institutional membership**
  - University pays article processing charge, e.g. BioMed Central
  - Discount
- **Shared support**
  - Sponsors, Membership fees of a society, …
- **Pure Open Access publishers**
- **Hybrid publishers**
  - Licences – but single articles OA against payment („Open choice“, „online open“, „author‘s choice“, etc.)
  - Problem of double payments
  - Various discount models, example American Chemical Society
Copyright: overview

Publication

IL-18-independent IL-18Rα engagement is required for the development of autoimmune inflammation

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• Agreement about copyright:
  – Publishing contract (Verlagsvertrag)
  – Publisher's standard terms of business (STB; allg. Geschäftsbedingungen)

• No agreement about copyright (rare in STM, more often in SSH):
  – Statutory provision (Gesetzliche Regelung)
Copyright: overview
Statutory provision, copyright law

If you publish your work with a publisher without any agreements…

… can you show your work freely in the internet?

Let‘s vote!
Copyright: overview
Statutory provision, copyright law

- Swiss Copyright Act (Schweizerisches Urheberrechtsgesetz, URG)

- Provisions of publishing contract law contained in the Swiss Code of Obligations (Verlagsvertragsrecht des Schweizerischen Obligationenrechts, OR)

- International constellations
Copyright: overview
Statutory provision, copyright law

- Expert opinion (Rechtsgutachten) by Prof. Dr. Reto M. Hilty and Dr. Matthias Seemann

- Reto Hilty is a director at the Max Planck Institute for Intellectual Property, Competition and Tax Law in Munich and a professor of the law of immaterial goods at the University of Zurich.

- Commissioned by the University of Zurich, initiated by its Main Library (Hauptbibliothek)
- Published on www.oai.uzh.ch (→ Copyright)
- Including answers to FAQs
Author:
- Place of residence in Switzerland
- No other agreements with the publisher
- Depositing in a Swiss repository / server

Then:

- The author of an academic paper, such as an article in a journal or a contribution to a collective volume (Buchkapitel) can publish it in a repository or other server three months after it has been published in full (Swiss Code of Obligations: Art. 382 Para. 3 OR).

- Newspaper articles can be published by the author in a repository or other server at any time (Swiss Code of Obligations: Art. 382 Para. 2 OR).

- Accepted manuscript; or publisher’s PDF but without the publisher’s logo, which is protected by trademark law or similar (expert opinion)

- The author cannot publicly deposit works such as monographs or textbooks in a repository in competition with the publisher unless the edition is out of print (Swiss Code of Obligations: Art. 382 Para. 1 OR). Versions that cannot be cited correctly and that do not constitute genuine competition are permitted, such as files without the original page numbers in subjects where citations give the exact page number.
Copyright: overview
Statutory provision, copyright law

Author:
- Place of residence in Switzerland
- No other agreements with the publisher
- Depositing in a repository / server abroad

Then:

- When depositing academic works in a repository abroad, the country-of-protection principle (Schutzlandprinzip) applies, according to which the law of the country for which protection is requested applies (Federal Act on International Private Law: Art. 110 Para. 1, AIPL).
- E.g.: For a repository in France, French law applies, while a German repository is subject to German law.
  - In German law, authors can publish their journal articles and contributions to collective works in a repository or other server 12 months after they have been published in full (German Copyright Act: Section 38 UrhG (1)).

Author:
- Place of residence abroad
- No other agreements with the publisher
- Depositing in a repository / server abroad

Then:

- Foreign law applies
Copyright: overview

Publication

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• Agreement about copyright:
  – Publishing contract (Verlagsvertrag)
  – Publisher’s standard terms of business (STB; allg. Geschäftsbedingungen)

• No agreement about copyright (rare in STM, more often in SSH):
  – Statutory provision (Gesetzliche Regelung)
Copyright overview: Publishing contracts

Agreement about copyright with publisher:
Takes priority over non-mandatory legislation such as Swiss Code of Obligations Art. 382

1. Publishing contract (Verlagsvertrag; Licence to Publish; Journal Publishing Agreement…)
   - Check formats: pre-print, post-print/accepted manuscript, publisher's PDF…
   - Check embargoes
   - Central vs institutional repositories
   - Sponsorships
   - …

2. Publisher's standard terms of business (STB; allg. Geschäftsbedingungen)
   - Publisher must mention STB to author, cannot „hide“ them

3. Individual agreement between author and publisher (counts as contract)
   - Can also been made after the work has been published
   - Using e.g. form letters from UZH
Copyright overview: Publishing contracts

Terminology

• If copyright is **assigned (übertragen)**, the author abandons his rights to the benefit of the publisher. For example, if the contract states: “Copyright is granted without restriction in space, time or content.”

• If copyright is **licensed (lizenziert)**, the author retains his copyright but grants **user rights** (Nutzungsrechte):
  - If an **exclusive licence** is granted, the author undertakes not to grant a licence to the work elsewhere.
  - If the author only grants the publisher a **simple licence**, he is entitled to grant further (simple) licences to other persons or organisations.

• If the author is entitled to publish his work elsewhere, and if there are no provisions concerning the format:
  → then the accepted manuscript or the publisher’s PDF (without logos) can be used.

More information: FAQs
Publishing contracts, author’s rights using databases

Tools

- Overview: Copyright-Website of the UZH
- Copyright Database & White List of the UZH
- SHERPA/ROMEO-List
- SHERPA/ROMEO-List in German
Publishing contracts, author’s rights using databases

Exercise

Name a journal or a publisher

- As an author, can you deposit your publication in an institutional or central repository?
- In which format?
- Is there an embargo period?
Original publishing contracts and author’s rights

Examples of publishing contracts

• **Journal of Cell Biology:**
  - Copyright

• Elsevier:
  - E.g. **Molecular and Cellular Neuroscience**
  - Copyright

• Wiley-Blackwell:
  - E.g. **Journal of Morphology**
  - Copyright
How to retain your author’s rights in publishing contracts

• What possibilities are available to me to enforce a right to open-access publication by contract?

  • FAQs on www.oai.uzh.ch

  • by crossing out restrictive wording such as “the exclusive grant of all rights” in the contract before signing it. You should point out these deletions in a letter to the publisher.

  • by supplementing the contract to be signed by adding **addenda to the contract** or text passages.
    - SPARC Author's Addendum
    - Model clause (Musterklausel)
    - Has to be approved by the publisher
Original publishing contracts and author’s rights
Exercise

• Search for the original publishing contract of a journal or publisher
• As an author, can you deposit your publication in an institutional or central repository?
• In which format?
• Is there an embargo period?
• Is the information in SHERPA and the Copyright Database & White List of the UZH correct?
Instructions for students presentations:

www.oai.uzh.ch → Courses: Open Access (BIO769)