

## **Journal Publishers Approaches to Self-Archiving and Open Access: ZIM Briefing Paper**

by Gerhard Beier and Ulla Tschida

The following document has been written in the context of the Conference on Open Access to Knowledge in the Sciences and Humanities (20 - 22 Oct 2003, Berlin)

<http://www.zim.mpg.de/openaccess-berlin/index.html>

It was prepared as an internal briefing paper to inform the president of the Max-Planck-Society about current approaches of journal publishers with regard to copyright agreements. The document is merely a summary of the excellent study done by the RoMEO project in the UK, "An analysis of Journal publishers' Copyright Agreements" (<http://www.lboro.ac.uk/departments/ls/disresearch/romeo/>) and contributes an analysis of several copyright transfer agreements and licences of some important commercial publishers and learned societies.

We hope that this paper might help anyone interested in conducting similar analyses and serves as an entry point for the complex issue of copyright in the context of open access publishing. Please be aware that this paper is a summary of the RoMEO study and does not provide a complete analysis of all publishers nor is it meant to provide a profound analysis.

Munich, 2004-01-23



## **JOURNAL PUBLISHERS APPROACHES TO SELF ARCHIVING AND OPEN ACCESS**

Gerhard Beier, Ulla Tschida

---

### **Summary**

A survey has shown that 54.6% of 7,135 journals formally allow either to archive a preprint or postprint version of a paper or both resulting also in a number of 3,897 journals or 34 publishers (out of 80) supporting open access. In contrast only 18.8% (1,345 journals) allow to self-archive the postprint version of an article, but the conditions for it vary to a great extent resp. are not clearly specified. Elsevier as one of the major science publisher allows the self-archiving of preprint versions as do Nature and Science (after publication), whereas e.g. Kluwer and a lot of others do not allow self-archiving.

### **Table of contents**

Overview	page 2
Analysis of 80 scholarly publishers' copyright agreements	page 3
Selected examples from major publishers regarding self-archiving	page 4
Selected Reading and selected websites	page 5
Analysis of Copyright Transfer Agreements (CTA) and/or Licences of commercial Publishers and Learned Societies – Extracts (Appendix A)	Appendix A

## Overview

Examining the journal publishers approaches to self-archiving is a very complex issue, which was recently undertaken by the RoMeO project<sup>1</sup> - see below – doing pioneer work. In the following, the quantitative conclusions drawn in this document are from studies delivered from this project whereas as qualitative remarks reflect the research of the ZIM in this field.

The pressure for scientist and scholars to publish in high impact journals has led to a dependency on the copyright policies of leading publishers where they have to assign in most cases the copyright to the publisher or signing an exclusive license for their work. In addition to the copyright assignment or licence statement, agreements between authors and publishers show that authors have to make certain warranties. Most of the agreements (72.5%), examined by RoMEO, ask the author to warrant that the work was not previously published – this is known as the Ingelfinger rule<sup>2</sup>. There seems to be no consensus what prior publication means and if archiving of a preprint version on an eprint-Server already constitutes a publication, only two policies explicitly state that. Furthermore, the copyright agreements are vague in specifying the conditions of self-archiving, especially, whether self-archiving is only allowed on a personal website, or on the website of an institution or in a disciplinary archive, most of them do not take into account that OAI-integration would make it visible to the public in all three cases. The examined Copyright Transfer Agreements (CTAs) are very unclear about the conditions of self-archiving a postprint version or the update of a manuscript version in the sense that it equals the refereed version (postprint) which is copyrighted by the publisher. In most cases it is required to get in contact with the editorial staff.

Furthermore, it cannot be assumed per se that all journals of the same publisher apply the same rules.

### Definition of used terms:

*preprint* = article or version of a document before it is refereed and published in a renowned journal;

*postprint* = article or version of a document after review and publication in a renowned journal

*self-archiving* = "To self-archive is to deposit a digital document in a publicly accessible website, preferably an OAI-compliant Eprint Archive."<sup>3</sup>

*copyright transfer vs. license* = If the author as the copyright owner transfers all or some of his rights (with or without particular conditions), it is generally termed an "*assignment*". A "*license*" means that the copyright remains with the author (the licensor), who grants the (or some of the) rights of use to the licensee. An exclusive license exists when the rights of use can be exercised only by one particular licensee. If the licensor can allow other licensees to exercise the same rights of use, the license is non-exclusive. Whether the licensor himself keeps the (or some of the) rights of use depends on the particular agreement; if this is the case, the license sometimes is called "*sole license*".<sup>4</sup>

## Analysis of 80 scholarly publishers' copyright agreements (CTAs)

A recent study from the RoMEO project<sup>5</sup> has examined the copyright agreements of 80 journal publishers.

### Scope of Inquiry

29 were publishers of the top 100 ISI journals (produced by 48 publishers) by impact factor. 17 of the top 20 publishers of the largest numbers of ISI-rated titles were represented, and 21 were on the Ulrich's list of the 53 publishers of the largest number of academic refereed titles generally.

The publishers represented in the survey collectively published over 7,000 titles. Out of 80, 42 publishers were Learned Societies (52.5%), 29 Commercial (36.2%) and nine university presses.

This analysis was based only on what was explicitly written in the agreement documents. Sometimes publishers have different agreements for different journals. In this case either the agreement for a high impact journal or the general agreement for a group of journals was taken into account.

### Results

90% of the examined agreements ask for copyright transfer. Regarding the time of assignment or licence, which has a significant effect on the self-archiving process, 69% ask for copyright transfer even prior to refereeing the paper. 75% of the analyzed CTAs ask the authors to warrant that their paper was not previously published. Only two stated explicitly that they regard self-archiving as prior publishing.

There seems to be no consensus about the conditions of self-archiving, resp. if pre- and postprints are separate copyright works, even though 42.5% allow self-archiving in some format – representing approximately 3,590 journal titles. Conditions on self-archiving are various ranging from acknowledgement of the published source (22 of 31) to allowing only self-archiving on the personal and/or institutional website (public or with access restriction) (15 of 31)<sup>6</sup>. Only one copyright agreement explicitly allowed the self-archiving of the postprint in the version and format produced by the publisher. Five specified explicitly that the publisher version (i.e. publisher's pdf) must not be used for self-archiving. A lot of agreements do not deal explicitly with postprints and focus, if at all, mainly on preprints.

<b>RUNNING TOTAL:</b>	<b>Journal titles</b>	<b>%</b>	<b>Publishers</b>	<b>%</b>
<b>Total listed:</b>	<b>7,135</b>		<b>80</b>	
<b>Formally supporting self-archiving of EITHER preprint, post-print or both:</b>	<b>3,897</b>	<b>54.6%</b>	<b>34</b>	<b>42.5%</b>
...both:	<b>1,209</b>	<b>16.9%</b>	<b>20</b>	<b>25%</b>
...preprint-only:	<b>2,552</b>	<b>35.7%</b>	<b>7</b>	<b>8.7%</b>
...postprint-only:	<b>136</b>	<b>1.9%</b>	<b>7</b>	<b>8.7%</b>
<b>Not yet formally supporting self-archiving:</b>	<b>3,238</b>	<b>45.3%</b>	<b>46</b>	<b>57.5%</b>

Table 1: Copyright transfer agreement listing – Facts & Figures<sup>7</sup>

## **Selected examples from major publishers regarding self-archiving**

(see more detailed extracts from CTAs in Appendix A – this list only gives a brief summary and therefore might lose some details of legal aspects)

### **Science:**

- copyright transfer agreement
- no pre-prints on the web allowed prior to publication in science
- manuscript copies of the work can be disseminated online immediately upon publication

URL: <http://www.sciencemag.org/feature/contribinfo/home.shtml>

### **Nature:**

- author grants exclusive license – ownership of copyright retains with the author
- no pre-prints on the web allowed with the exception of “recognized preprint servers where this is community practice” (details have to be specified in cover letter accompanying submission of paper)
- copies on the “authors’ own website” or on their “own not-for-profit websites” allowed as long as full reference to Nature publication is given – only after publication in Nature

URL: [http://npg.nature.com/pdf/05\\_news.pdf](http://npg.nature.com/pdf/05_news.pdf)

### **Elsevier Science**

- copyright transfer agreement
- preprints are not regarded as “prior publication, which would disqualify the work from consideration for re-publication in a journal”
- preprints are allowed on publicly accessible servers (must differ from version published by Elsevier)

URL: <http://www.elsevier.com/homepage/authors/?main=/homepage/about/ita/copyright.shtml>

### **Kluwer:**

- copyright transfer agreement
- article must not be published “before in any form (excluding conference proceedings and journal articles)”
- no self-archiving allowed – permission has to be granted by Kluwer

URL: <http://www.comp.polyu.edu.hk/CIC2002/KAPcopyright.pdf>

### **Springer:**

- copyright transfer agreement
- self-archiving of published version on “his/her home page”, source and copyright by Springer must be specified

URL:

[http://www.springeronline.com/cgi/cda/pageitems/document/cda\\_downloaddocument/0,10900,0-0-45-69724-0,00.pdf](http://www.springeronline.com/cgi/cda/pageitems/document/cda_downloaddocument/0,10900,0-0-45-69724-0,00.pdf)

### **Wiley:**

- copyright transfer agreement
- preprint prior to publication possible, but notice to be given “This is a preprint of an article accepted for publication in ...”
- preprints can be posted on “internal university or corporate networks/intranet”, but not “for any systematic external distribution by a third party (e.g., a listserve or database connected to a public access server)”

URL: <http://www3.interscience.wiley.com/homepages/76501873/nscta.pdf>

### **American Physical Society**

- copyright transfer agreement – author retains e.g. patent rights or rights for reproduction
- manuscript (preprint) can be updated on an e-print server to equal the APS version, but reference to APS publication must be given; authors are allowed to use APS-formatted version on the author(s)’ and employer’s web home page

URL: [ftp://aps.org/pub/jrnls/copy\\_trnsfr.pdf](ftp://aps.org/pub/jrnls/copy_trnsfr.pdf)

## Selected Reading

Economic analysis of scientific research publishing. A report commissioned by the Wellcome Trust (2003). Online available: <http://www.wellcome.ac.uk/en/1/awtpubrepeas.html>

Gadd, E., C. Oppenheim and S.Probets (2003d). „RoMEO Studies 4: The author-publisher bargain: an analysis of journal publisher copyright transfer agreements.“ *Learned Publishing* (16)4: [inPress] Preprint online available: <http://www.lboro.ac.uk/departments/ls/disresearch/romeo/RoMEO%20Studies%204.pdf>

Seizing the Moment. Scientists' Authorship Rights in the Digital Age. Report of a study by the American Association for the Advancement of Science. Prepared by Mark S. Frankel. (July 2002). Online available: <http://www.aaas.org/spp/sfrl/projects/epub/>

## Selected Web Sites

- RoMEO Project: Rights METadata for Open archiving – particularly relevant the studies/deliverables.  
<http://www.lboro.ac.uk/departments/ls/disresearch/romeo/index.html>
- Surf Foundation: Guidelines and policies, agreements and models, and the underlying principles in scholarly communication  
<http://www.surf.nl/copyright/>
- Academic Journal Policy Database: links to policies of journals provided (approx. 1700 journals covered – mainly Elsevier)  
<http://www.etd.uc.edu/journal/>

<sup>1</sup> <http://www.lboro.ac.uk/departments/ls/disresearch/romeo/index.html>

<sup>2</sup> Reiman, A. S. (1981). „The Ingelfinger Rule“. *New England Journal of Medicine* 305 (Oct1, 1981):824-826 and Angell, M., J.P. Kassirer (1991). „The Ingelfinger rule revisited“. *New England Journal of Medicine* 325 (Nov.7, 1991): 1371-1373.

<sup>3</sup> <http://www.eprints.org/self-faq/>

<sup>4</sup> Definition provided by Reto Hilty (MPI for Intellectual Property Rights in email from 15<sup>th</sup> Oct 2003) based on initial proposal drawn from: <http://nolo.com/lawcenter/ency/article.cfm/objectid/BABFA71E-97C9-479F-8A9D4C3DB2498663/catID/2EB060FE-5A4B-4D81-883B0E540CC4CB1E>

<sup>5</sup> Gadd, E., C. Oppenheim and S.Probets (2003d). „RoMEO Studies 4: The author-publisher bargain: an analysis of journal publisher copyright transfer agreements.“ *Learned Publishing* (16)4: [inPress] Preprint also available online: <http://www.lboro.ac.uk/departments/ls/disresearch/romeo/RoMEO%20Studies%204.pdf>; see also more information on the project website: <http://www.lboro.ac.uk/departments/ls/disresearch/romeo/index.html>

<sup>6</sup> see details: Gadd, E., C. Oppenheim and S.Probets (2003d). „RoMEO Studies 4: The author-publisher bargain: an analysis of journal publisher copyright transfer agreements.“ *Learned Publishing* (16)4: [inPress] Preprint also available online: <http://www.lboro.ac.uk/departments/ls/disresearch/romeo/RoMEO%20Studies%204.pdf>, p.14-16.

<sup>7</sup> <http://www.lboro.ac.uk/departments/ls/disresearch/romeo/Romeo%20Publisher%20Policies.htm>

## Analysis of Copyright Transfer Agreements (CTA) and/or Licences of commercial Publishers and Learned Societies

In the context of the analysis of Copyright Transfer Agreements for which the RoMEO study was the main source, we also had a detailed look into the copyright transfer agreements and licences of some important commercial publishers and Learned Societies. Following you find cited passages out of the relevant documents. Please be aware that in some cases, publishers offer different licences for different journals. As consequence, the given examples refer to the general CTA of a publisher or to a specific journal where stated. *Emphases* are made by ZIM. Last Revision: 2003-10-13

- **Traditional full copyright Transfer Agreement:**

(=Traditional license, in which the author transfers the copyright to the publisher, sometimes retaining the ability, either specifically stated or by implication, to retain other rights such as patent rights; the right to use and adapt their own work, or part of it; to create future derivative works of their own; and to use their work for their classroom teaching needs.)

**Science** <http://www.sciencemag.org/feature/contribinfo/home.shtml> (see Science Contributor FAQ)

“Publication of papers in *Science* is contingent on the authors' transferring copyright of the paper, including electronic rights, to Science's publisher, (...). In addition, authors including online supplemental data with their paper must sign a second form authorizing nonexclusive electronic use of that data by *Science*. (...) We do not consider manuscripts that have been previously published elsewhere, including those published on the Web. Posting of a paper on the Internet may be considered prior publication that could compromise the originality of the *Science* submission. We allow posting of manuscript copies of papers at not-for-profit publicly funded World Wide Web archives immediately upon publication. We also provide a free electronic reprint service to authors that allows access to their formatted and proofed paper on *Science* Online. “

**Kluwer** <http://www.comp.polyu.edu.hk/CIC2002/KAPcopyright.pdf>

“(...) The undersigned author (...) transfers and assigns exclusively to Kluwer Academic Publishers (...) all Author's right, title and interest in the Article including, without limitation, the copyright therein.

(...) Publisher grants to Author the following rights:

- All proprietary rights relating to the Article, other than copyright, such as patent rights.
- The right to use, after publication, part or all of the Article in subsequent works of Author, provided that written permission is granted by Publisher and the proper acknowledgment is made to the source and to the Publisher.
- The right to make oral presentation of the material in any form.

(...)

- Any other use or reproduction of the work requires a fee and/or permission from Publisher.
- In the event that the Article is not accepted and published by Publisher, this agreement becomes null and void.
- The Author warrants (...) that the Article (...) has not been published before in any form (excluding conference proceedings and journal articles), (...).”

**Elsevier Science (incl. Academic Press)**

<http://www.elsevier.com/homepage/authors/?main=/homepage/about/ita/copyright.shtml>

“Elsevier Science wants to ensure that it has the exclusive distribution right, for all media. Such a right can be obtained through an exclusive license from authors, but there is virtually no difference between transfer and exclusive license. Given that there is virtually no difference, it seems to us that transfer does give an advantage in the elimination of any ambiguity or uncertainty about Elsevier Science's ability to distribute or sub-license.

(...) Elsevier Science believes that by obtaining the exclusive distribution right it will always be clear to researchers that, when they access an Elsevier Science site to review a paper,

they are reading a final version of the paper which has been edited, peer-reviewed, and accepted for publication in an appropriate journal. If Elsevier Science did not obtain exclusive electronic rights, it is likely that versions of scientific papers would clutter the Internet without clarification of the scientific status of such versions.

As an author, you retain rights for large number of author uses, (...). These include:

- Patent and trademark rights or rights to any process or procedure described in the article
- The right to photocopy or make single electronic copies of the article for their own personal use, including for their own classroom use, or for the personal use of colleagues, provided those copies are not offered for sale and are not distributed in a systematic way outside of the employing institution
- The right to post the article on a secure network (not accessible to the public) within the employer's institution
- The right to retain a preprint version of the article on a public electronic server such as the World Wide Web. Elsevier Science does not require that authors remove from publicly accessible servers versions of their paper that differ from the version as published by Elsevier Science.
- Posting of the article as published on a public server can only be done with Elsevier Science's specific written permission
- The right, subsequent to publication, to use this article or any part thereof free of charge in a printed compilation of works of their own, such as collected writings or lecture notes (...)"

*Statement of Elsevier Science on Electronic Preprints:* "(...) we do not consider that a preprint of an article (including a prior version as a thesis) prior to its submission to Elsevier Science for consideration amounts to prior publication, which would disqualify the work from consideration for re-publication in a journal. We also do not require authors to remove electronic preprints from publicly accessible servers (including the author's own home page) once an article has been accepted for publication. Nonetheless, we do request that authors do not update public server versions of their articles to be identical to the articles as published. Author requests to post a published article on a public server will be considered by Elsevier Science on a case-by-case basis. Note that we have no other restrictions about updating public server versions, just that they should not be updated so as to mimic the article as published. (...)"

**Institute of Physics** <http://www.iop.org/EJ/S/3/211/V.67mD3PkvfPmftsbKcVBQ/authors/-page=pfriend/-opt=copyright>

"The Authors agree and warrant that: 1.1. (...) is (...) assigned to the Publisher (...) with effect from the date when the Work is accepted for publication worldwide copyright in the Work free of all royalties for the full term of copyright including all extensions or renewals. Such copyright includes but is not limited to the right to publish, republish, transmit, sell, distribute and otherwise use the Work in electronic and print editions of the Journal and in derivative works throughout the world in all languages and in all media now known or later developed for whatever purpose. It includes copyright in the text, abstract, tables and illustrations in all formats and media (including without limitation electronic, microform and paper). (...) 1.3. The Work in its present or a substantially similar form has not (...) been published elsewhere and is not currently under consideration for another publication in any language. (...) 1.4. (...) Any prior or current availability in electronic form, including but not limited to access as a preprint server on the Internet, has been declared in an attachment. (...) 1.11. Any use or publication of the material by the Authors or by authorised third parties shall acknowledge the copyright of the Publisher in an appropriate manner including the complete citation information of the Work as published in the Journal and legend [Journal title] © copyright (year) IOP Publishing Ltd. (...) 3. The Authors (...) are hereby granted with effect from the date when the Work is accepted for publication a personal licence: 3.1. After publication by the Publisher, to use all or part of the Work and abstract of the Work, without revision or modification, in personal compilations or other publications of the Author's own works, including the Author's personal

web site, and to make copies of all or part of such materials for the Author's own use for lecture or classroom purposes, provided that this is for non-commercial use and that the first page of such use or copy displays the citation information and the Publisher's copyright notice as in clause 1.11 above. Where the Author posts the Work to their personal web site then the Author should provide an electronic link to the Journal's web site, located at the following Publisher URL (...) 3.2. *To post and update the Work on non-Publisher servers (including e-print servers) as long as access to such servers is not for commercial use and does not depend on payment of access, subscription, or membership fees.* Any such posting made or updated after acceptance of the Work for publication shall include the citation information and copyright notice as in clause 1.11 above and should provide an electronic link to the Journal's web site as in clause 3.1 above. (...)"

### **Springer Verlag**

[http://www.springeronline.com/sgw/cda/pageitems/document/cda\\_downloaddocument/0,10900,0-0-45-69724-0,00.pdf](http://www.springeronline.com/sgw/cda/pageitems/document/cda_downloaddocument/0,10900,0-0-45-69724-0,00.pdf) (Example: *Applied Physics B*)

„The copyright transfer covers the exclusive right to reproduce and distribute the article, including reprints, translations, photographic reproductions, microform, electronic form (offline, online) or any other reproductions of similar nature.

An author may make his/her article published by Springer-Verlag available on his/her home page provided the source of the published article is cited and Springer-Verlag is mentioned as copyright owner. Authors are requested to create a link to the published article in Springer's internet service. The link must be accompanied by the following text: 'The original publication is available at (...).'"

### **American Geophysical Union**

[http://www.agu.org/pubs/cprt\\_top.html](http://www.agu.org/pubs/cprt_top.html)

"I hereby assign and transfer to the American Geophysical Union copyright and all rights under it. I further confirm that this article has not been published previously elsewhere, nor is it under consideration by any other publisher."

Additional Information: "The following non-exclusive rights are granted to AGU authors: All proprietary rights other than copyright (such as patent rights). The right to present the material orally. The right to reproduce hard paper copies of figures, tables, and extracts properly cited. The right to make hard paper copies of all or part of the paper for classroom use. The right to deny subsequent commercial use of the paper. Authors *may place their articles or abstracts of their articles on their own Web sites or their departmental Web sites* (...). If authors wish to post preprints of their articles on other sites, they should be aware of the *relevant part of Dual Publication Policy* that deals with preprints: (...)*Electronic posting of preprints to services that provide or purport to provide archiving and citability constitutes publication.* If the preprint is removed from the archive, it is no longer considered published.(...)"

**Wiley:** <http://www3.interscience.wiley.com/homepages/76501873/nscta.pdf>

"1. The Contributor assigns to Wiley, during the full term of copyright and any extensions or renewals of that term, all copyright (...) including but not limited to the right to publish, republish, transmit, sell, distribute and otherwise use the Contribution and the material contained therein in electronic and print editions of the Journal and in derivative works throughout the world, in all languages and in all media of expression now known or later developed, and to license or permit others to do so.

2. Reproduction, posting, transmission or other distribution or use of the Contribution or any material contained therein, in any medium as permitted hereunder, requires a citation to the Journal and an appropriate credit to Wiley as Publisher, suitable in form and content (...) Wiley grants back to the Contributor the following:

1. The right to share with colleagues print or electronic “preprints” of the unpublished Contribution, in form and content as accepted by Wiley for publication in the Journal. Such preprints may be posted as electronic files on the *Contributor’s own website for personal or professional use*, or on *the Contributor’s internal university or corporate networks/intranet*, or secure external website at the Contributor’s institution, *but not for commercial sale or for any systematic external distribution by a third party (e.g., a listserve or database connected to a public access server)*.

Prior to publication, the Contributor must include the following notice on the preprint: “This is a preprint of an article accepted for publication in (...). After publication of the Contribution by Wiley, the preprint notice should be amended to read as follows: “This is a preprint of an article published in (...) and should provide an electronic link to the Journal’s WWW site (...) The Contributor agrees not to update the preprint or replace it with the published version of the Contribution. (...)”

**American Physical Society** [ftp://aps.org/pub/jrnls/copy\\_trnsfr.pdf](ftp://aps.org/pub/jrnls/copy_trnsfr.pdf)

“Rights retained by author:

- (1) All proprietary rights other than copyright, such as patent rights.
- (2) The *nonexclusive right, after publication by APS*, to give permission to third parties to *republish print versions of the Article (...)* provided the APS-formatted version is not used for this purpose and provided the Article is not to be published in another journal. (...)
- (3) The right, after publication by APS, to use all or part of the Article without revision or modification, including the APS-formatted version, in print compilations (...) of the author(s)' and/or the employer's own works, and on the author(s)' and/or the employer's web home page, and to make copies of all or part of the Article for the author(s)' and/or the employer's use for lecture or classroom purposes.
- (4) The right to *post and update the Article on e-print servers* as long as files prepared and/or formatted by APS or its vendors are not used for that purpose. Any such posting made or updated after acceptance of the Article for publication shall include a link to the online abstract in the APS journal or to the entry page of the journal. (...)

**American Astronomical Society:**

[http://www.journals.uchicago.edu/AJ/permission\\_text.html](http://www.journals.uchicago.edu/AJ/permission_text.html)

“To ensure the long-term access of the research community to its archives, the AAS holds the copyright on all copyrightable material published in its journals, but it grants control of the right to reproduce the material to the original authors as long as they are alive.”

**ACM** [http://www.acm.org/pubs/copyright\\_policy.html](http://www.acm.org/pubs/copyright_policy.html)

“Under the ACM copyright transfer agreement, the original copyright holder retains:

1. all other proprietary rights to the work such as patent
2. the right to reuse any portion of the work, without fee, in future works of the author's own, including books, lectures and presentations in all media, provided that the ACM citation and notice of the Copyright are included
3. the right to revise the work (...), and
4. the right to *post author-prepared versions of the work* covered by ACM copyright in a personal collection on their *own Home Page* and on a *publicly accessible server of their employer*. Such posting is *limited to noncommercial access and personal use* by others, and must include this notice both embedded within the full text file and in the accompanying citation display as well: ‘© ACM, YYYY. (...)’
5. the right of an employer that originally owned copyright to distribute definitive copies of its author-employees work within its organization. *Posting these works for world access requires explicit permission from ACM.*”

- **Authors retain copyright and a range of non-commercial uses**

**Nature Publishing Group** [http://npg.nature.com/pdf/05\\_news.pdf](http://npg.nature.com/pdf/05_news.pdf)

“1. (...) Authors grant to NPG (...) the exclusive licence (a) to publish, reproduce, distribute, display and store the Contribution in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world, (b) to translate the Contribution into other languages, create adaptations, summaries or extracts of the Contribution or other derivative works based on the Contribution and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts and derivative works and (c) to license others to do any or all of the above.

2. Ownership of copyright remains with the Authors, (...) the Authors retain the following non-exclusive rights:

a) To reproduce the Contribution in whole or in part in any printed volume (book or thesis) of which they are the author(s).

b) They and any academic institution where they work at the time may reproduce the Contribution for the purpose of course teaching.

c) To *post a copy of the Contribution on the Authors' own web site* after publication of the printed edition of the Journal, provided that they also give a hyperlink from the Contribution to the Journal's web site. (...)

3. The Authors warrant (...) *Duplicate Publication*: If part of a contribution *has appeared or will appear elsewhere*, the author must *specify the details* in the covering letter accompanying the *Nature* submission. (...) Other exceptions can apply at the editor's discretion, for example (...) if it is published on a recognized preprint server for review by other scientists in the field before formal submission to a journal. In case of any doubt, authors should seek advice from the editor handling their contribution. *Prepublication*: Contributions *submitted to, in press with or published in Nature must not be posted on any web site, except for preprints posted on recognized preprint servers* where this is community practice. The server concerned must be identified to the editor in the cover letter accompanying submission of the paper, and the content of the paper must not be advertised to the media by virtue of being on the preprint server (...) Authors are allowed to reproduce their published *Nature* contributions on their own not-for-profit websites with the full *Nature* reference on each page, but are not allowed to distribute them electronically.”

**Association of Learned and Professional Society Publishers**

<http://www.alpsp.org/grantli.pdf>

“(...) the author(s) (...) agree to grant to us (the publisher) the exclusive right both to reproduce and/or distribute your article (including the abstract) ourselves throughout the world in printed, electronic or any other medium, and in turn to authorise others (...) to do the same. (...)

Copyright remains yours, (...) You also retain the right to use your own article (provided you acknowledge the published original in standard bibliographic citation form) in the following ways, *as long as you do not sell it [or give it away (sic!)]* in ways which would conflict directly with our commercial business interests. You are *free to use your article for the internal educational or other purposes of your own institution or company*; mounted on your own or your institution's website; [posted to free public servers of preprints and/or articles in your subject area (sic!)]]; or in whole or in part, as the basis for your own further publications or spoken presentations.“

**Internet Journal of Chemistry** <http://www.ijc.com/ijc/instr2.html>

“(…) In this agreement, the authors license the article *for commercial redistribution* to the Internet Journal of Chemistry. Authors will receive a remuneration of US\$10.00 for this right. *Authors will retain non-commercial rights to the article.* This allows authors to redistribute their article at no charge. Authors also retain the copyright to their article. The official, accepted version of the article will always be served from the *IJC* web site.”

**Journal of Machine Learning** <http://www.ai.mit.edu/projects/jmlr/forms/agreement.pdf>

Rights Reserved by Author: *You retain copyright in your article*, subject only to the specific rights given to MIT Press and the Sponsor in the following paragraphs. By retaining your copyright, you are reserving for yourself among other things *unlimited rights of electronic distribution, and the right to license the work to other publishers*, once the article has been published in JMLR by MIT Press and the Sponsor. After first publication, *your only obligation is to ensure that appropriate first publication credit is given to JMLR and MIT Press.*

Licenses to MIT Press: You hereby give to MIT Press the right to be the first publisher of the article in print form. After first publication in print, MIT Press will have an ongoing but non-exclusive license to publish and republish the article in print form in JMLR, and to publish the article in print anthologies derived from JMLR. (…)

Licenses to the Sponsor: You hereby *give to the Sponsor the right to be the first publisher of the article in electronic form*, which the Sponsor will do by means of its Internet site. *After first publication online*, the Sponsor will have an *ongoing but non-exclusive license to publish the article online.*

**Public Library of Science** <http://www.publiclibraryofscience.org/ploslicense.htm>

(=Author or publisher retains copyright but licenses the work to the public domain)

“PLoS has chosen to apply the [Creative Commons Attribution License](http://creativecommons.org/licenses/by/4.0/) to all works we publish. This broad license was developed to facilitate open access to, and free use of, original works of all types, and has been adopted by a growing group of authors and artists. Applying this standard license to your work will provide strong legal protection to you and those wishing to use your work, and thus ensure your right to make your work freely and openly available. Authors will retain copyright of the work.”

*References:* Seizing the Moment. Scientists' Authorship Rights in the Digital Age. Report of a study by the American Association for the Advancement of Science. Prepared by Mark S. Frankel. (July 2002). Online available: <http://www.aaas.org/spp/sfrl/projects/epub/>