Welcome to hell

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November 18, 2020
• Publishing agreement
• **Practice**: Welcome to Hell!
• Creative Commons
• Negotiation Tips
• Conclusion
Know the specificities of a publishing agreement

Discover tools to negotiate an editorial contract
Agreement between two or more persons or entities in which there is a promise to do something in return for a valuable benefit known as consideration.

two contractive parties:
- Author(s)
- Publisher

Contract purpose: **publishing** of a paper in exchange of the total or partial **transfer of copyright**

A contract is an **exchange**. Each part gives something to the other. It must be as **fair** as possible for both.
Publishing agreement: possible impact?

- Authority and integrity of your work
- Dissemination of your work
- Reuse rights for you and the readers
Tools to make good decisions

- Papago - your personal Open Access Assistant: https://www3.unifr.ch/researcher/en/openscience/open-access/papago.html

- FAQ for OA publishing: https://www3.unifr.ch/researcher/en/openscience/open-access/faq-en.html

Creative Commons

CC0 : Public Domain
CC BY : Attribution
CC BY SA : Share Alike
CC BY ND : No Derivative
CC BY NC : Non-Commercial
CC BY NC SA : Non-Commercial + Share Alike
CC BY NC ND : Non-Commercial + No Derivative
Exercise - Agreements

- We will go through each contract
- Share your answers to the previously asked questions:
  1. Do you own the rights?
  2. Do you have the right to post your postprint version somewhere else?
  3. Do you have the right to reuse the article?
<table>
<thead>
<tr>
<th>Q1: Do you own the rights?</th>
<th>eLife</th>
<th>NPG-CC-BY</th>
<th>Taylor &amp; Francis</th>
<th>Elsevier</th>
<th>RSC</th>
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<td>Q2: Do you have the right to post your postprint version somewhere else?</td>
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<td>Q3: Do you have the right to reuse the article?</td>
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## Wrap up: eLife

<table>
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<tr>
<th>Question</th>
<th>eLife</th>
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<td>Q1: Do you own the rights?</td>
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<tr>
<td>Q2: Do you have the right to post your postprint version somewhere else?</td>
<td>YES Embargo duration: 0</td>
<td>Personal webpage: Yes</td>
<td>Institutional/thematic repositories: Yes</td>
<td>Scientific social networks: Yes</td>
<td></td>
</tr>
<tr>
<td>Q3: Do you have the right to reuse the article?</td>
<td>YES In my thesis... Preprint: Yes Postprint: Yes Final version: Yes</td>
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</table>

“You are granted the Licensed Rights”

“You are free to:
- Share – copy and redistribute the material in any medium or format
- Adapt – remix, transform, and build upon the material
For any purpose, even commercially. The licensor cannot revoke these freedoms as long as you follow the license terms.”
### Wrap up: Nature Publishing Group

<table>
<thead>
<tr>
<th>Q1: Do you own the rights?</th>
<th>eLife</th>
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<td><strong>YES</strong></td>
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<td><strong>In my thesis...</strong></td>
</tr>
<tr>
<td><strong>In my next paper/future published work</strong></td>
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</tbody>
</table>

«Ownership of the copyright in the Contribution remains with the Author(s)»

"CC BY: This license allows readers to copy, distribute and transmit the Contribution as long as it is attributed back to the author"
## Wrap up: Taylor & Francis

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<thead>
<tr>
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<td><strong>NO</strong></td>
</tr>
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"Assignment of copyright: I hereby assign Taylor & Francis with full title guarantee all rights of copyright and related publishing rights in my article, in all forms and all media (whether known at this time or developed at any time in the future) throughout the world, in all languages, where our rights include but are not limited to the right to translate, create adaptations, extracts, or derivative works and to sublicense such rights, for the full term of copyright (including all renewals and extensions of that term), to take effect if and when the article is accepted for publication”.

<table>
<thead>
<tr>
<th>Q2: Do you have the right to post your postprint version somewhere else?</th>
<th>YES, but...</th>
<th>Embargo duration: specific to each journals</th>
<th>YES, but...</th>
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"Please note that embargoes apply with respect to posting the AM to an institutional or subject repository. For further information, please see our list of journals with applicable embargo periods [...]."

"Rights retained by you as author: iv. The right to post at any time after publication of the VoR your AM (your manuscript in its revised after peer review and accepted for publication form; a ‘postprint’) as a digital file on your own personal or departmental website, provided that you do not use the VoR published by us, and that you include any amendments or deletions or warnings related to the article issued or published by us; and with the acknowledgement [...]"

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<tr>
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<th>YES, but...</th>
<th>In my thesis...</th>
<th>Rights retained by you as author: viii. The right to include the article in a thesis or dissertation that is not to be published commercially, provided that acknowledgment to prior publication in the Journal is given.</th>
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<tr>
<td>Preprint: Yes</td>
<td>Postprint: Yes</td>
<td>Final version: Yes</td>
<td>Yes/No as long as the publisher is credited</td>
</tr>
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</table>

"Assignment of copyright: I hereby assign Taylor & Francis with full title guarantee all rights of copyright and related publishing rights in my article, in all forms and all media (whether known at this time or developed at any time in the future) throughout the world, in all languages, where our rights include but are not limited to the right to translate, create adaptations, extracts, or derivative works and to sublicense such rights, for the full term of copyright (including all renewals and extensions of that term), to take effect if and when the article is accepted for publication”.

"Rights retained by you as author: iv. The right to post at any time after publication of the VoR your AM (your manuscript in its revised after peer review and accepted for publication form; a ‘postprint’) as a digital file on your own personal or departmental website, provided that you do not use the VoR published by us, and that you include any amendments or deletions or warnings related to the article issued or published by us; and with the acknowledgement [...]"
Wrap up: Elsevier

Q1: Do you own the rights?
- eLife
- NPG-CC-BY
- Taylor & Francis
- Elsevier
- RSC

NO

YES, but...
Embargo duration: specific to each journal
Personal webpage: N/A
Institutional/thematic repositories: Yes, but...
Scientific social networks: No

YES, but...
Preprint: Yes
Postprint: Yes
Final version: Yes
In my next paper/future published work
Preprint: No
Postprint: No
Final version: No

The journal publishing agreement: Assignment of copyright: I hereby assign to the Copyright Owner the copyright in the manuscript [...] and any tables, illustrations or other material submitted for publication as part of the manuscript [...]. This assignment of rights means that I have granted to the Copyright Owner the exclusive right to publish and to reproduce the Article, or any part of the Article, in print, electronic and all other media. "The journal publishing agreement: Author Rights for Scholarly Purposes: [...] The Author Rights include the right to use the PrePrint, Accepted Manuscript and the Published Journal Article for Personal Use, Internal Institutional Use and for Scholarly Sharing"

Q2: Do you have the right to post your postprint version somewhere else?

YES
Embargo duration: 0
Personal webpage: Yes
Institutional/thematic repositories: Yes
Scientific social networks: Yes

YES
Embargo duration: 0
Personal webpage: Yes
Institutional/thematic repositories: Yes
Scientific social networks: Yes

YES, but...
Embargo duration: specific to each journals
Personal webpage: Yes
Institutional/thematic repositories: Yes
Scientific social networks: No

NO

YES

YES, as long as the publisher is credited
In my thesis...
Preprint: Yes
Postprint: Yes
Final version: Yes
In my next paper/future published work
Preprint: No
Postprint: No
Final version: No

YES, as long as the publisher is credited
In my thesis...
Preprint: Yes
Postprint: Yes
Final version: Yes
In my next paper/future published work
Preprint: No
Postprint: No
Final version: No

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Q3: Do you have the right to reuse the article?

YES
In my thesis...
Preprint: Yes
Postprint: Yes
Final version: Yes
In my next paper/future published work
Preprint: No
Postprint: No
Final version: No

YES, as long as the publisher is credited
In my thesis...
Preprint: Yes
Postprint: Yes
Final version: Yes
In my next paper/future published work
Preprint: No
Postprint: No
Final version: No

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**Wrap up: Royal Society of Chemistry**

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**Q2: Do you have the right to post your postprint version somewhere else?**

- **Embargo duration**: 0
  - Personal webpage: Yes
  - Institutional/thematic repositories: Yes
  - Scientific social networks: Yes

**Q3: Do you have the right to reuse the article?**

- **In my thesis…**
  - Preprint: Yes
  - Postprint: Yes
  - Final version: Yes

- **In my next paper/future published work**
  - Preprint: Yes
  - Postprint: Yes
  - Final version: Yes

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<th>YES, but...</th>
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<tr>
<th>Question 3</th>
<th>In my thesis...</th>
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<th>In my thesis...</th>
<th>YES, but...</th>
<th>YES, but...</th>
<th>NO</th>
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<td>Preprint: Yes</td>
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<td>Yes/No as long as the publisher is credited</td>
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<td>Postprint: Yes</td>
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<td>Final version: Yes</td>
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<td>Final version: Yes</td>
<td>In my next paper/future published work</td>
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Pay attention to...

- Integrity of your work
- Reuse rights
- Sharing and archiving rights

Agreements can be unfair for the authors!
Negotiation tips

- Know your needs
- Check publisher’s guidelines
- Ask more than what you expect
As a researcher you can base **your decisions** related to publication on various factors:

- Prestige
- Finance
- Engagement to be open
- Your funders’ requirements
- Habits

Take the time to choose wisely…
And when in doubt, ask your librarians!
Contact

- Mathilde Panes: mathilde.panes@protonmail.com
- Angélique Boschung: angelique.boschung@fr.ch

Support:

openaccess@unifr.ch

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