

## Copyright and licences for research outputs

This guide is intended to provide information about some of the most frequently asked questions relating to repositories and intellectual property rights, and to give details of additional sources of information. This information in this guide refers mainly to the depositing of journal articles – please ask the CReaTE team if you require further guidance on depositing other types of research output. This guide is not intended to be used as a source of legal advice.

### FAQs

#### **How do I know that I can legally deposit my article?**

You may only deposit items if you are the copyright owner **and** you have not accepted any contractual restrictions preventing you from depositing the work in an institutional repository.

Check if you have a copy of the agreement you signed. This may indicate whether or not you are permitted to make your paper available in a repository. However, some agreements do not explicitly cover this issue. Also, if the agreement appears to forbid deposit in a repository bear in mind that some publishers do change their agreement and apply this retrospectively.

If you do not have a copy of the agreement:

- Establish who the publisher of your paper is.
- You may be able to find details of the copyright agreement you signed on the publisher's web site (often within the section on "Guidelines/instructions for authors/contributors").
- Contact the publisher directly and ask them or alternatively you can talk to the CReaTE team, who can contact the publisher on your behalf.

It may not be immediately obvious from a copyright agreement, or from information on a publisher's web site whether authors are permitted to deposit their article in repositories or not. These are some points to look out for:

- **Pre-prints:** Many publishers permit authors to make the pre-print version of the article available in repositories. By this they mean the version you originally submitted, prior to any referees' amendments.
- **Post-prints:** Most publishers permit authors to make the post-print version of the article available in repositories. By this they mean the final post refereed version including amendments, but without the publisher's formatting.
- **Publishers' final (published) version PDFs:** Some publishers allow the text of articles as published (post-prints) to be included in institutional repositories, but not in the formatted PDF file that appears in the journal.
- **Personal or departmental web sites:** Many publishers permit authors to make their articles available on a personal web site or on a departmental site. By

permitting this they are making a clear distinction between this type of web page and institutional repositories. The fact that the full text of the article can easily be found using search engines, regardless of whether it is available in CReaTE or on a personal web site within the canterbury.ac.uk domain, is immaterial.

### **What kind of contractual restrictions might be in place?**

Any funding or publishing agreements that you have signed in respect of your research or article may prevent you from including your work in an institutional repository. In addition, some publishers and funding bodies impose embargo periods upon self-archiving - you will need to check the terms of the agreement you signed to be sure.

### **Who owns the copyright in my article?**

As the author, you are the first copyright owner. However, once your paper has been accepted for publication you may be required to sign a copyright transfer as part of your publishing agreement. If you sign a copyright transfer you will not have the automatic right to reuse, copy or distribute your work.

### **What rights might I be asked to sign away?**

Some of the rights you may be asked to sign away include:

- the right to distribute your work to colleagues
- the right to reproduce copies for teaching purposes
- the right to publish or re-use your work elsewhere
- the right to revise or adapt your work
- the right to self-archive or make the work available in an institutional repository

If a publisher does not permit you to retain these rights then as an author you may not do any of these things automatically. However, you may be able to seek permission from the publisher. Only a very few publishers do not require authors to sign a copyright transfer agreement. Instead they ask authors to sign a non-exclusive license to publish and allow authors to retain copyright.

Increasingly, publishing agreements include clauses allowing you to retain some (or all) of these rights and many of the major academic publishers allow self-archiving within an institutional repository in their standard publishing agreements. A searchable database of publishers who support self-archiving has been created as part of the [SHERPA Project](#).

### **My existing publishing agreement does not allow self-archiving - can anything be done?**

Publishers often change the terms of their standard publishing agreements and apply these retrospectively. Even where a publishing agreement does not permit

self-archiving, it is possible to contact the publisher directly and request permission to include your research in the repository.

### **Can I deposit research before it is accepted for publishing?**

This is inadvisable. Making research available in an institutional repository prior to publication can harm the commercial value of your research and make it more difficult for you to secure a publishing agreement.

### **Do I have to sign over any rights to the repository?**

You are asked to grant the repository the right to make digital copies of your work available via the repository. You are also asked to grant the repository permission to alter the format of the e-print as necessary, and to remove the e-print subject to the takedown policy.

You are not asked to assign any further rights. You retain full ownership of your work and the copyright within it.

### **Why do I have to accept a deposit agreement?**

The deposit agreement is intended to set out the rights that are retained by you and granted to the repository in respect of your e-print.

### **How does the repository protect my research?**

All full text items deposited in the Research Repository are protected by the Copyright, Designs and Patents Act 1988.

The following copyright statement is used in the cover sheet for all full text items held in the Repository:

"This version is made available in accordance with publishers' policies. All material made available by CReaTE is protected by intellectual property law, including copyright law. Any use made of the contents should comply with the relevant law."

### **Creative Commons licences**

The default position of copyright is that "all rights are reserved". In contrast, Creative Commons (CC) licences apply a "some rights reserved" model.

Like the goals of Open Access, the aim of CC licences is to realise the full potential of the internet and provide universal access to creative works. You can choose from the various CC licences when you deposit your content in CReaTE.

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SHARE

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CC0 No rights reserved		Allows others to freely build upon, enhance and reuse the work for any purposes without restriction under copyright or database law. It's often used to make sharing of data easier.

### Applying a Creative Commons licence

Creative Commons licences are free to apply to your work. To get a CC licence you can either use the CC licence chooser tool or select the appropriate option when you deposit your article in CReaTE.

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