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# Publishing Agreements Welcome to hell

Angélique Boschung  
&  
Mathilde Panes

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- Publishing agreement
- **Practice:** Welcome to Hell!
- Creative Commons
- Negotiation Tips
- Conclusion

# Publishing agreement

# Publishing agreement

- Know the specificities of a publishing agreement
- Discover tools to negotiate an editorial contract



# Contract - Definition

*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*.

Source: contract. (n.d.) Burton's Legal Thesaurus, 4E. (2007). Retrieved November 12 2019 from <https://legal-dictionary.thefreedictionary.com/contract>

# Publishing agreement

- 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



Publisher's  
conditions

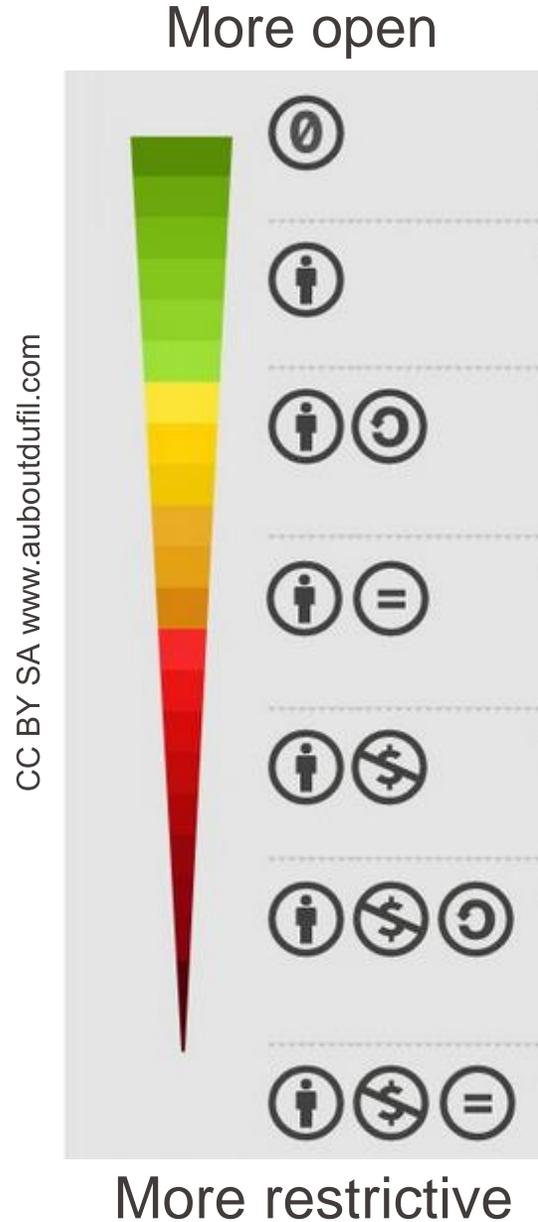


Funder's  
requirements

# 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>
- EPFL Publishing Support Fast Guides: [https://www.epfl.ch/campus/library/wp-content/uploads/2020/10/EPFL\\_Library\\_Publish\\_Support\\_Fast\\_Guides.pdf](https://www.epfl.ch/campus/library/wp-content/uploads/2020/10/EPFL_Library_Publish_Support_Fast_Guides.pdf)

# 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?

# Wrap up

	eLife	NPG-CC-BY	Taylor & Francis	Elsevier	RSC
Q1 : Do <b>you</b> own the rights?					
Q2 : Do <b>you</b> have the right to post your postprint version somewhere else?					
Q3: Do <b>you</b> have the right to reuse the article?					

# Wrap up: eLife

	eLife	NPG-CC-BY	Taylor & Francis	Elsevier	RSC
Q1 : Do <b>you</b> own the rights?	YES	<p style="text-align: center;"><i>“You are granted the Licensed Rights”</i></p> <p><i>“You are free to:</i></p> <ul style="list-style-type: none"> <li>• <i>Share – copy and redistribute the material in any medium or format</i></li> <li>• <i>Adapt – remix, transform, and build upon the material</i></li> </ul> <p><i>For any purpose, even commercially. The licensor cannot revoke these freedoms as long as you follow the license terms.”</i></p>			
Q2 : Do <b>you</b> 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				
Q3: Do <b>you</b> have the right to reuse the article?	YES <b>In my thesis...</b> Preprint : Yes Postprint : Yes Final version : Yes <b>In my next paper/future published work</b> Preprint : Yes Postprint : Yes Final version : Yes				

# Wrap up: Nature Publishing Group

	eLife	NPG-CC-BY	Taylor & Francis	Elsevier	RSC
Q1 : Do <b>you</b> own the rights?		YES	<p>«Ownership of the copyright in the Contribution remains with the Author(s)»</p> <p>"CC BY: This license allows readers to copy, distribute and transmit the Contribution as long as it is attributed back to the author"</p>		
Q2 : Do <b>you</b> have the right to post your postprint version somewhere else?		<p>YES</p> <p>Embargo duration : 0                      Personal webpage : Yes                      Institutional/thematic repositories : yes                      Scientific social networks : yes</p>			
Q3: Do <b>you</b> have the right to reuse the article?		<p>YES</p> <p><b>In my thesis...</b>                      Preprint : Yes                      Postprint : Yes                      Final version : Yes</p> <p><b>In my next paper/future published work</b>                      Preprint : Yes                      Postprint : Yes                      Final version : Yes</p>			

# Wrap up: Taylor & Francis

	eLife	NPG-CC-BY	Taylor & Francis	Elsevier	RSC
Q1 : Do <b>you</b> own the rights?	<p><i>"Assignment of copyright : I hereby assign Taylor &amp; 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".</i></p>		NO	<p><i>"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 [...]"</i></p> <p><i>"Rights retained by you as author : 4. [...]</i>  <i>iii. The right to post and maintain at any time the Author's Original Manuscript (AoM; your manuscript in its original and unrefereed form; a 'preprint').</i>  <i>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 [...]"</i></p> <p><i>"Rights retained by you as author : 4 [...]</i>  <i>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".</i></p>	
Q2 : Do <b>you</b> have the right to post your postprint version somewhere else?			<p><b>YES, but...</b>                      Embargo duration : specific to each journals                      Personal webpage : yes                      Institutional/thematic repositories : yes + embargo                      Scientific social networks : no</p>		
Q3: Do <b>you</b> have the right to reuse the article?			<p><b>YES, but...</b>  <b>In my thesis...</b>                      Preprint : Yes                      Postprint : Yes                      Final version : Yes  <b>In my next paper/future published work</b>                      Preprint : Yes                      Postprint : Yes                      Final version : Yes</p>		

# Wrap up: Elsevier

	eLife	NPG-CC-BY	Taylor & Francis	Elsevier	RSC
Q1 : Do <b>you</b> own the rights?				<b>NO</b>	<p><i>The journal publishing agreement: Author Rights for Scholarly Purposes: [...]: In the case of the Accepted Manuscript and the Published Journal Article the Author Rights exclude Commercial Use (unless expressly agreed in writing by the Copyright Owner) other than use by the author in a subsequent compilation of the author's works or to extend the Article to book length form or re-use by the author of portions or excerpts in other works (with full acknowledgment of the original publication of the Article)".</i></p> <p><i>"Definitions: Personal Use: [...] use in a subsequent compilation of the author's works, inclusion in a thesis or a dissertation, preparation of other derivative works such as extending the Article to book-length form, or otherwise using or re-using portions or excerpts in other works (with full acknowledgment of the original publication of the Article"</i></p>
Q2 : Do <b>you</b> have the right to post your postprint version somewhere else?	<p><i>"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".</i></p> <p><i>"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 Personnal Use, Internal Institutional Use and for Scholarly Sharing"</i></p>			<p><b>YES, but...</b></p> <p>Embargo duration : specific to each journal Personal webpage : N/A Institutional/thematic repositories : Yes, but... Scientific social networks : No</p>	
Q3: Do <b>you</b> have the right to reuse the article?	<p><i>"Definitions: Scholarly Sharing: Accepted Manuscript: (i) immediately on acceptance: sharing of the Accepted Manuscript by an author: [...] via the author's research institute or institutional repository for Internal Institutional Use"</i></p> <p><i>Definition: Scholarly Sharing: Accepted Manuscript: (ii) after the embargo period: an author may share the Accepted Manuscript via non-commercial hosting platforms (such as the author's institutional repository) and via commercial sites with which the publisher has a hosting agreement".</i></p>			<p><b>Yes/No</b></p> <p>as long as the publisher is credited <b>In my thesis...</b> Preprint : Yes Postprint : Yes Final version : Yes <b>In my next paper/future published work</b> Preprint : No Postprint : No Final version : No</p>	

# Wrap up: Royal Society of Chemistry

	eLife	NPG-CC-BY	Taylor & Francis	Elsevier	RSC	
Q1 : Do <b>you</b> own the rights?	<p><i>"1. Rights Granted : Subject to the terms and conditions herein contained, you grant to the RSC the exclusive right and licence throughout the world to edit, adapt, translate, reproduce and publish ihe Chapter in whole or in part in all editions, forms and media, including electronic media, in the English language and in any translations without limitation. This licence is for the full term of copyright in the Chapter throughout the world (including all renewals, extensions and reversions). This licence is freely transferable by the RSC and includes the right to sublicense. The RSC agrees that the copyright in the Chapter shall remain the property of the Owner".</i></p> <p><i>« 8. Moral Rights : The Author(s) hereby inevocably waive any rights he/she may have under Chapter IV (moral righB) of Part I of the Copyright, Designs and Patents Act 1988 and any Interntational corresponding rights in respect of the Work ».</i></p> <p><i>(iii) A written request must be submitted to the RSC for any other use than those specified in (i) and (ii) above. All cases of republication/reproduction must be accompanied by an acknowledgement of first publication of the Chapter by the RSC in the form: (original citation) - Reproduced by permission of The Royat Society of Chemistry"</i></p>				NO	<p><i>« 2. Rights of the Author(s) and the Owner: (i) The Author(s) and/or Owner may, without seeking permission from the RSC: (a) reproduce/republish portions of the Chapter; (b) adapt the Chapter and reproduce adaptations of the Chapter for any purpose other than the commercial exploitation of a Chapter similar to the original; and (c) reproduce, perform, transmit and otherwise communicate the Chapter to the public in spoken presentations (including those which are accompanied by visual material such as slides, overheads and computer projections)."</i></p>
Q2 : Do <b>you</b> have the right to post your postprint version somewhere else?					NO	
Q3: Do <b>you</b> have the right to reuse the article?					NO	

# Wrap up

	eLife	NPG-CC-BY	Taylor & Francis	Elsevier	RSC
Question 1	YES	YES	NO	NO	NO
Question 2	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 + embargo Scientific social networks : no	YES, but... Embargo duration : 12 months Personal webpage : N/A Institutional/thematic repositories : Yes, but... Scientific social networks : No	NO
Question 3	YES <b>In my thesis...</b> Preprint : Yes Postprint : Yes Final version : Yes <b>In my next paper/future published work</b> Preprint : Yes Postprint : Yes Final version : Yes	YES <b>In my thesis...</b> Preprint : Yes Postprint : Yes Final version : Yes <b>In my next paper/future published work</b> Preprint : Yes Postprint : Yes Final version : Yes	YES, but... <b>In my thesis...</b> Preprint : Yes Postprint : Yes Final version : Yes <b>In my next paper/future published work</b> Preprint : Yes Postprint : Yes Final version : Yes	Yes/No as long as the publisher is credited <b>In my thesis...</b> Preprint : Yes Postprint : Yes Final version : Yes <b>In my next paper/future published work</b> Preprint : No Postprint : No Final version : No	NO

# 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

# Conclusion

As a researcher you can base **your decisions** related to publication on various factors :

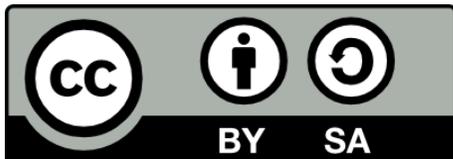
- Prestige
- Finance
- Engagement to be open
- Your funders' requirements
- Habits

**Take the time to choose wisely...**  
**And when in doubt, ask your librarians !**

- Mathilde Panes: [mathilde.panes@protonmail.com](mailto:mathilde.panes@protonmail.com)
- Angélique Boschung: [angelique.boschung@fr.ch](mailto:angelique.boschung@fr.ch)

## Support:

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