Manage your copyright

Why and how to retain YOUR copyright to disseminate and provide access to your publications

Doctoral training
Intellectual property, copyright and knowledge transfer

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Support to Academic Activities
ULB
10 March 2016
1. Publication process
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3. ULB institutional framework
4. Copyright collecting societies
5. Disseminate your works and decide permitted use
6. Conclusions
1. The scientific publication process: the case of articles
The functions of scientific publication

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<tr>
<th>REGISTRATION</th>
<th>VALIDATION</th>
<th>DISSEMINATION</th>
<th>ARCHIVING</th>
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<tr>
<td>Establish the intellectual priority</td>
<td>Assure the quality/validity of the research</td>
<td>Ensure accessibility of research results</td>
<td>Preserve research results for future use</td>
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</tbody>
</table>
2. Where does copyright step in the publication process

(a) Writing
(b) Publishing
(c) Accessing published articles
The author’s rights
(Belgian Law)

For literary, artistic & scientific works, software, databases

**Conditions**: originality, formatted;
No formality required

**Moral right**
Divulgation, attribution, integrity
Non transferable, inalienable

**Economic rights**: Transferable

> **Exclusive** right to exploit his work
  * public communication right (read, online…)
  * reproduction right (copy, digitize…)
  * distribution right
  * renting and lending right…

**Duration** of protection:
Up to **70 years after** the death of the author

**Exceptions** and financial compensations
The author’s rights law

Code de droit économique - LIVRE XI - Propriété intellectuelle

Exceptions included in the law
Some uses are permitted without the prior consent of the author
• Quotation
• Private copy
• Reproduction and communication for research and education purposes, under specific conditions
• Reproduction for heritage preservation purposes
• …
## Author’s right vs. Copyright

<table>
<thead>
<tr>
<th>Author’s right</th>
<th>Copyright</th>
</tr>
</thead>
<tbody>
<tr>
<td>Author-centred</td>
<td>Work-centred</td>
</tr>
<tr>
<td>Legal field</td>
<td>Economic field</td>
</tr>
<tr>
<td>-&gt; Civil law countries</td>
<td>-&gt; Common Law countries</td>
</tr>
<tr>
<td>Rights attributed to the creators</td>
<td>Rights attributed to those assuming the economic risk = producer/funder</td>
</tr>
<tr>
<td>Moral right of author</td>
<td>Moral right does not exist</td>
</tr>
<tr>
<td>Protection applies naturally</td>
<td>Registration obligatory © - but has been progressively abandoned</td>
</tr>
</tbody>
</table>
2. Where does copyright step in the publication process?

(a) Writing
(b) Publishing
(c) Accessing published articles
The transfer of copyright from author to publisher

Written contract specifying:
• author remuneration
• geographic coverage
• duration of the transfer/licence
-> for each exploitation mode

The transfer of copyright relative to unknown exploitation modes is void.

2 types of contracts:
• Copyright transfer
• Publication license (exclusive or non exclusive) : for a specific exploitation mode and a defined duration

(Belgian Law)
Example: publication contract excerpt

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2. Where does copyright step in the publication process?

(a) Writing
(b) Publishing
(c) Accessing published articles
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ULB Library budget inflation 2000-2014

Library budget share 2014

<table>
<thead>
<tr>
<th>Library budget in Euros</th>
<th>2000</th>
<th>2007</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Books</td>
<td>711.500 €</td>
<td>874.000 €</td>
<td>859.275 €</td>
</tr>
<tr>
<td>Journals &amp; e-resources</td>
<td>1.487.724 €</td>
<td>2.333.600 €</td>
<td>3.006.181 €</td>
</tr>
<tr>
<td>Total</td>
<td>2.199.224 €</td>
<td>3.207.600 €</td>
<td>3.865.456 €</td>
</tr>
</tbody>
</table>

- Journals, e-journals and databases
- Total budget
- Books
3. ULB institutional framework

(a) Intellectual property regulation
(b) Archiving your PhD dissertation Thesis
(c) Archiving your publications in DI-fusion
(a) Intellectual property regulation

« Règlement en matière de propriété intellectuelle et de valorisation des œuvres relevant de la législation relative au droit d’auteur et réalisées au sein de l’ULB. »


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- retain the right to provide open access to his publications in DI-fusion
3. ULB institutional framework

(a) Intellectual property regulation
(b) Archiving your PhD Dissertation Thesis
(c) Archiving your publications in DI-fusion
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3. ULB institutional framework

(a) Intellectual property regulation
(b) Archive your PhD dissertation Thesis
(c) Archive your publications in DI-fusion
Where can you find the Open Access policy of publishers?

The Open Access policy of publishers and journals is available on this web site:

- Sherpa/ROMeO (> 22 000 journals)
  [http://www.sherpa.ac.uk/romeo/](http://www.sherpa.ac.uk/romeo/)

Always check the terms of the publisher contract you receive and attach an amendment if necessary.
Many publishers allow you to archive on Open Access the **postprint** version of your article (final author’s manuscript after peer review), possibly requiring an embargo period (6 to 24 months).

Summary: 79% of publishers on this list formally **allow** some form of self-archiving.
| **Journal:** Nature (ISSN: 0028-0836, ESSN: 1476-4687) |
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| **Author's Pre-print:** author can archive pre-print (i.e., pre-refereeing) |
| **Author's Post-print:** subject to Restrictions below, author can archive post-print (i.e., final draft post-refereeing) |
| **Restrictions:** |
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**Reuse** your published works
- Disseminate them on the web, use them for teaching purposes, for other publications
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- Use them in online courses, e-learning environment…

Exploit text & data mining technologies to increase efficiency of research
How can you retain your rights?

Attach an **amendment** to the publishing contract or license provided by the publisher

- Specify those rights that you do not transfer
- Write on the publisher’s contract, besides your signature, that it is not valid without the amendment.

Model amendment proposed by ULB, based on the FP7 model:


Other models

- **FP7/H2020 Model Amendment**
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- **MIT Amendment**
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access
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(a) Authors’rights management organisations

(b) Reproduction rights organisations
(a) Authors’ rights management organisations

Objective: perceive Copyright whenever a work of their repertoire is performed or broadcast publicly, and remunerate the authors

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- **SACD** Société des auteurs et compositeurs dramatiques
- **SAJ** Société des auteurs journalistes
- **SCAM** Société civile des auteurs multimédia
- **Sofam** Société d’auteurs dans le domaine des arts visuels

-> do not concern scientific authors
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Conclusions

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Every researcher has the responsibility to ensure the optimal dissemination of his research results
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