

Delivering on the promise of open access: Enabling author rights



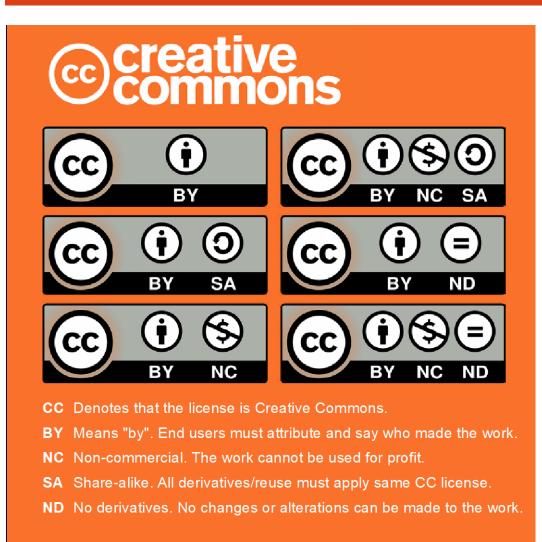
What are author rights and why do they matter?

- Copyright law grants exclusive rights to creators of original works of authorship.
- o Typically, national laws automatically extend protections once creative works become fixed in a tangible medium (e.g., write something on paper, take a photo, or save a digital document).
- O Copyright grants to creators a bundle of exclusive rights over their creative works, which generally include, at a minimum, rights to reproduce, distribute, display, and make adaptations.
- o Copyright law prohibits copying or altering work without permission from the rights holder.
- Under the subscription system, journal publishers routinely require authors to transfer all copyrights as a condition for publication:

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- Journal articles are then locked behind a subscription only paywall that enables publishers to maintain control over access and re-use of the published work.
- In contrast, many authors have embraced OA publishing to accomplish two specific goals:
 - 1. Make our work freely available to the world.
 - 2. Maintain control over our copyrights.

The OA movement has promoted Creative Commons (CC) licenses so authors can retain copyrights and decide how their work is used



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Authors retaining copyrights (and all rights therein) is a key motivator for open access publishing

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13 April 2018

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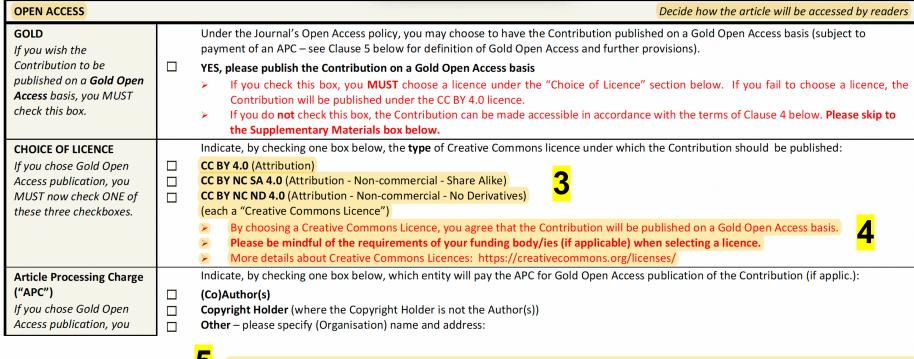


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FINAL STATEMENT

16th Berlin Open Access Conference

Delegations of research performing and research funding organizations from 38 nations and six continents, including ministries of education and research, funders, university and research leadership, libraries and national-level library consortia, scientists and scholars, gathered at the 16th Berlin Open Access Conference (B16), held 6-7 June 2023 in Berlin.

The statement that follows represents the strong consensus of all delegations present at the meeting.

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- O We acknowledge that publishers cannot discuss or speculate on future changes in such a setting without risking breaching competition law, and if even one publisher does this then that may compromise other publishers.
- o Thus, our session will be conducted in full respect of anti-competitive concerns.