Authors Choose Different Creative Commons (CC) Licenses Based On Their Own Disciplinary Needs

- In 2021, up to 35% of UC authors selected CC BY-NC or CC BY-NC-ND licenses when publishing OA in gold and hybrid journals, which represents over 2300 articles (data from Unpaywall).

The Structure And Language Of License To Publish Agreements Confuse And Mislead Authors Who Often Do Not Realize They Are “Giving Away” Their Rights

Example 1

Authors retain copyright but in names only, since LTP agreements cannot be translated at rights held in copyright exclusively to the publisher.

Authors believe that CC licenses enable them to retain their rights.

LTP agreements ask authors to sign before the fine print appears.

Example 2

Licensors are always free to do whatever they want with their own works.

Example 3

Authors retaining copyright and all rights therein is a key motivator for open access publishing.

Publishers Only Need A “Limited” Or “Non-Exclusive” License To Publish And Authors Retain All Rights

License to publish

License to publish should only restrict what end-users may do under the license and not what the licensor (rights holder) can do.

Institutions and publishers should support the retention of copyright and all rights therein by authors.

Licensees to publish should only restrict what end-users may do under the license and not what the licensor (rights holder) can do.

RECOMMENDATIONS AND ACTION ITEMS

- Institutions and publishers should support the retention of copyright and all rights therein by authors.
- Licenses to publish should only restrict what end-users may do under the license and not what the licensor (rights holder) can do.
- Transformative open access agreements should stipulate that authors only grant “limited” or “non-exclusive” licenses to publishers.
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