

# **'READ & PUBLISH' AGREEMENTS** LICENSING - WHAT YOU NEED TO KNOW

This factsheet is intended for University of Newcastle staff members to use in the context of their employment only and provides general advice. University staff should contact the Copyright Advisor if they have specific questions or concerns.

#### Transformative 'Read & Publish' agreements at the University

The University has 'Read & Publish' (R&P) agreements with multiple publishers, allowing for research articles from some journals to be published open access (OA) via Creative Commons licensing at no cost to the authors. OA articles are freely available to the global community, making research more likely to be found, read and cited.

#### **Creative Commons licences**

<u>Creative Commons (CC) licences</u> are a way for creators to take control of the copyright in their works, moving away from the standard 'all rights reserved' to 'some rights reserved'. The 6 CC licences work within copyright, allowing creators to choose the licensing conditions for their works, and provide standardised permissions for users to share, reuse, and remix content.

	Licence availability ( * = may depend on journal or funding agreement )					
Publisher	CC BY	CC BY-NC	CC BY-SA	CC BY-NC-SA	CC BY-ND	CC BY-NC-ND
ACM	✓	✓	✓	✓	✓	✓
AIP Publishing	<b>√</b> ★	×	×	×	×	×
АРА	<b>√</b> ★	×	×	*	×	×
Cambridge UP	√*	√*	√*	√*	<b>√</b> *	<b>√</b> ★
Comp. of Biolog.	✓	×	×	×	×	×
CSIRO Publishing	<b>√</b> ★	√*	×	*	×	<b>√</b> ★
De Gruyter	<b>√</b> ★	×	×	×	×	×
Elsevier	<b>√</b> ★	×	×	×	×	<b>√</b> ★
IOP Publishing	√*	×	×	×	×	×
Oxford UP	<b>√</b> ★	√*	×	×	x	<b>√</b> ★
SAGE	<b>√</b> ★	√*	Contact journal editor if these licences are desired			
Springer Nature	√*	√*	×	×	x	×
Taylor & Francis	√*	√*	×	×	×	<b>√</b> *
Wiley + Hindawi	<b>√</b> ★	√*	×	*	<b>√</b> ★	√*

### FAQs

#### Will I retain the copyright in my article/s under the R&P agreements?

This will depend on your publishing agreement. While research articles published under an R&P agreement will have CC licensing applied, the copyright may still transfer to the publisher as with 'standard' publishing agreements. **Important:** Where you transfer copyright to the publisher, the CC licence you apply will only grant you the same rights as other users.

#### What permissions does each licence grant?

<b>CC BY</b> (Attribution)	Least restrictive licence. Users can freely use, share and adapt the work, but must give credit to t creator/s, plus identify and link to the licence.		
<b>CC BY-NC</b> (Attribution- NonCommercial)	Users can freely share and adapt the work, but reuse cannot be for commercial purposes. Users mu give credit to the creator/s, plus identify and link to the licence. <b>Requires any commercial use to be approved by the copyright owner/s</b>		
<b>CC BY-SA</b> (Attribution- ShareAlike)	Users can freely share and adapt the work, but adaptations must be shared under the same (or a compatible) licence. Users must give credit to the creator/s, plus identify and link to the licence. <b>Requires the same licence to be applied to any derivative works</b>		

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## **'READ & PUBLISH' AGREEMENTS - LICENSING**

<b>CC BY-NC-SA</b> (Attribution- NonCommercial- ShareAlike)	Users can freely share and adapt the work, but reuse cannot be for commercial purposes. Adaptations (derivative works) must be shared under the same licence. Users must give credit to the creator/s, plus identify and link to the licence. Requires the same licence to be applied to any derivative works. Requires any commercial use to be approved by the copyright owner/s		
<b>CC BY-ND</b> (Attribution- NoDerivatives)	More restrictive licence. Users can freely share the work. Reuse is only allowed in an unadapted form (no derivative works), but the licence does allow for a change in medium or format. Users must give credit to the creator/s, plus identify and link to the licence. Requires any derivative works to be approved by the copyright owner/s		
<b>CC BY-NC-ND</b> (Attribution- NonCommercial- NoDerivatives)	Most restrictive licence. Users can freely share the work. Reuse is only allowed in an unadapted form (no derivative works), but licence does allow for a change in medium or format. Reuse cannot be for commercial purposes. Users must give credit to the creator/s, plus identify and link to the licence. <b>Requires any derivative works and/or commercial use to be approved by the copyright owner/s</b>		

<u>Note that these licences work within copyright</u>, so any uses allowed under copyright legislation can still occur regardless of licence chosen. Users can also contact the copyright owner/s to seek permissions outside of the licence granted.

#### Does the University require a specific licence be applied?

The University does not have a required licence for research articles published under R&P agreements. As (an) author of the article you get to choose the licence under which it will be published.

#### Which licence is 'right' for me?

This could depend on multiple factors, including:

- the licensing options offered by the prospective publisher or journal.
- whether you are transferring copyright to the publisher, and any rights you retain as part of this transferral.
- requirements around open access from funding agreements.
- where and how you would like to reuse and/or share your research article [e.g., in subject or institutional repositories, as Open Education Resources (OER), etc.].
- what you would like the users to be able to do with your research article.

All licences include a requirement for BY (Attribution) to ensure your work will be credited appropriately.

#### Things to consider when choosing a licence?

The more 'open' the CC licence you choose, the more reuse options users will have for your research article:

- Would you like users to be able to reuse your work without restriction (other than Attribution)? If so, choose CC BY.
- Would you like to limit users being potentially able to make money from your work? If so, choose a licence that includes the NC (NonCommercial) element.
- Would you like users to only create new/derivative works from your original if they keep the same open licence attached? If so, choose a licence that includes the SA (ShareAlike) element.
- Would you like to limit users being potentially able to make changes to (or derivatives from) your work? If so, choose a licence that includes the **ND** (NoDerivatives) element.
- If you would like to 'lock' your work to become limited-use only, choose CC BY-NC-ND.

NB: If you need to transfer copyright to a publisher, you will only receive the same rights under the licence as other users.

#### How do I apply a CC licence under the R&P agreements?

As part of the submission process the publisher will usually ask you to choose your desired CC licence from selections in a drop-down menu. These will vary based on the publisher, so having a 'back-up' licence in mind may be helpful.

#### Who can I reach out to for guidance or assistance?

For Creative Commons, see **Copyright Support** below. For research and publishing, contact your <u>Research Liaison Librarian</u>.

#### **Copyright Support**

Ask a question: **newcastle.edu.au/copyright-request** Phone: (02) 492 16456 Web: **newcastle.edu.au/copyright-support** 

