

Open Access Publishing of Monographs

SECURING RIGHTS FOR PRODUCTION

Berlin Declaration

- ▶ The author(s) and right holder(s) of such contributions grant(s) to all users a free, irrevocable, worldwide, right of access to, and a license to copy, use, distribute, transmit and display the work publicly and to make and distribute derivative works, in any digital medium for any responsible purpose, subject to proper attribution of authorship (community standards, will continue to provide the mechanism for enforcement of proper attribution and responsible use of the published work, as they do now), as well as the right to make small numbers of printed copies for their personal use.

Developing a viable OA business model:

- ▶ Digital Download;
- ▶ E-books;
- ▶ Print-on-demand; etc.

Business model rests on technology:

- ▶ Possibility to allow copying;
- ▶ Possibility to allow further distribution;
- ▶ Possibility to allow for the making of derivative works;

Free access/ Free re-use (Berlin Declaration)

Contrary to traditional publishing model, a transfer of rights or exclusive licence is not necessary (nor workable or desirable!);

OA is based on non-exclusive, irrevocable, world-wide licence of rights for the duration of the copyright protection;

IDEALLY, OA publishers obtain the following rights from their authors:

- ▶ Right of reproduction, including the right to make adaptations, translations etc.;
- ▶ Right of communicating to the public, including the right of making available;

New (digitally born) works:

- ▶ Most simple situation!
- ▶ OAPEN members should follow a common approach to the licensing of rights and ask for a broad non-exclusive licence;
 - ▶ This allows OAPEN members to fully live up to the principles of the Berlin Declaration;
- ▶ Authors retain all their rights and may further reproduce, distribute and modify their work without restriction;

Pre-existing (analogue/ paper born) works:

- ▶ More complex situation depending on the status of rights on the original book;
 - ▶ Is (non-)OAPEN publisher / other party rights holder ?
 - ▶ By transfer of rights or exclusive licence?
 - ▶ What is the scope of such transfer / licence?
 - ▶ There may be restrictions on the further reproduction, communication to the public and modification of works;
 - ▶ Is the author the rights holder ?

Depending on the status of rights on pre-existing works, OAPEN may have to implement a '2 tier' business model:

- ▶ GOLDEN ROAD for new (digitally born) works;
- ▶ GREEN ROAD⁺ for pre-existing works;

For both new and pre-existing works, the question is :

- ▶ What counts as 'minimum' / 'lowest denominator' for a truly OA business model?
- ▶ What is the ideal to strive to?
- ▶ How does one go about securing the copyrights to reach this ideal?