

DEFINITION

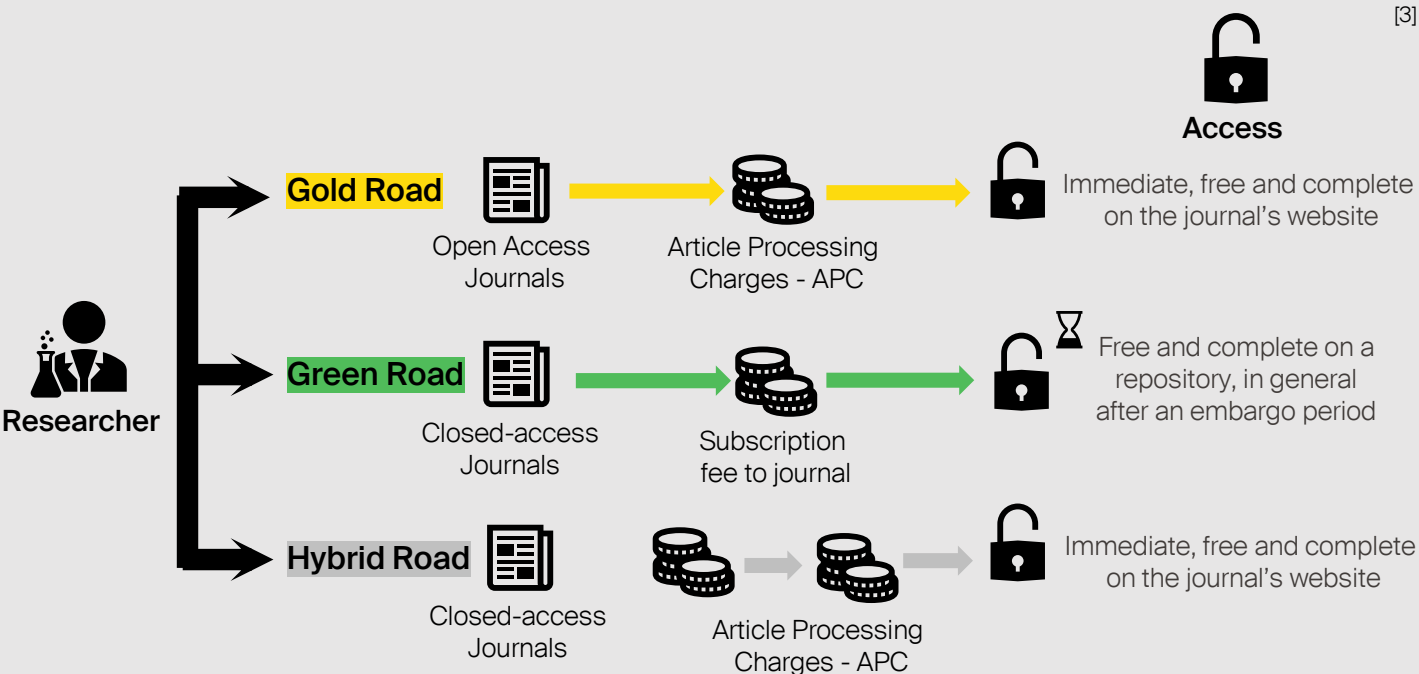
“Open Access literature is digital, online, free of charge, and free of most copyright and licensing restrictions.”^[1]

BENEFITS FOR AUTHORS

- ✓ Enhance visibility
- ✓ Accelerate dissemination
- ✓ Increase citation
- ✓ Keep copyright
- ✓ Comply with institutional and funders' requirements



ROADS TO OPEN ACCESS



Credits and sources

[1] SUBER, Peter, 2012. *Open Access*, The MIT Press Essential Knowledge series <https://mitpress.mit.edu/books/open-access>

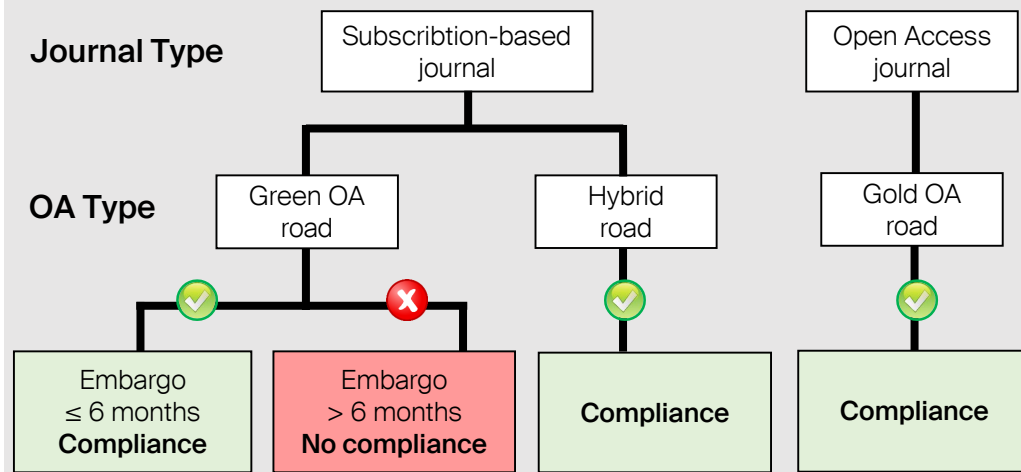
[2] Inspired by KINGSLEY Danny and BROWN Sarah, AOASG, *The Benefits of Open Access* <https://aoasg.org.au/resources/benefits-of-open-access/>

[3] Inspired by Swiss Academies Factsheets, 2019 <http://www.swiss-academies.ch/index/Schwerpunkte/Open-Science.html>

OPEN ACCESS MANDATES

EPFL¹, SNSF², ERC grants³ require Open Access for all peer-reviewed scientific publications. Authors may choose between the three roads of Open Access: Gold, Green and Hybrid. In all cases, a version of the accepted publication must be self-archived in the institutional repository [Infoscience](https://infoscience.epfl.ch/)⁴ within 6 months of publication (12 months for books).

CHECK THE JOURNAL'S COMPLIANCE



OPEN ACCESS MANDATES

✓ Embargoes and versions vary and can be directly checked on journal's platform (author guidelines or Open Access information) or on the Sherpa Romeo database⁵.

Peer-reviewed	Submitted version ✓ aka Author final version or preprint ✓ can be deposited on preprint server
	Accepted version ✓ aka postprint ✓ prior to copy-editing and production
	Published version ✓ aka PDF publisher of Version of Record (VoR) ✓ final version published on a journal's website

NEGOTIATE

✓ If the embargo is longer than 6 months, try to negotiate by submitting the EPFL author amendment⁶ to the copyright transfer agreement to the publisher or through the editorial management system.



Whenever possible, avoid the transfer of exclusive rights to the publisher in order to retain the maximum of re-use rights.

Credits and sources

- [1] EPFL OA policy <https://polylex.epfl.ch/research-tech-transfer/scientific-publications/>
- [2] SNSF OA policy <https://oa100.snf.ch/en/home-en/>
- [3] European Commission OA policy <https://ec.europa.eu/research/openscience/index.cfm?pg=openaccess>
- [4] Infoscience repository <https://infoscience.epfl.ch/>
- [5] Sherpa Romeo <http://www.sherpa.ac.uk/romeo/search.php>
- [6] EPFL amendment https://www.epfl.ch/about/overview/wp-content/uploads/2019/09/Author_Amendment_EN.pdf

DEFINITION

“Creative Commons (CC) licenses are pre-formulated basic licenses for works protected by copyright. They can be used for texts, photographs, images, films, drawings, music, files for 3D printers, etc. (for computer programs best use free and open source software licenses)”¹

WHY CC-BY?

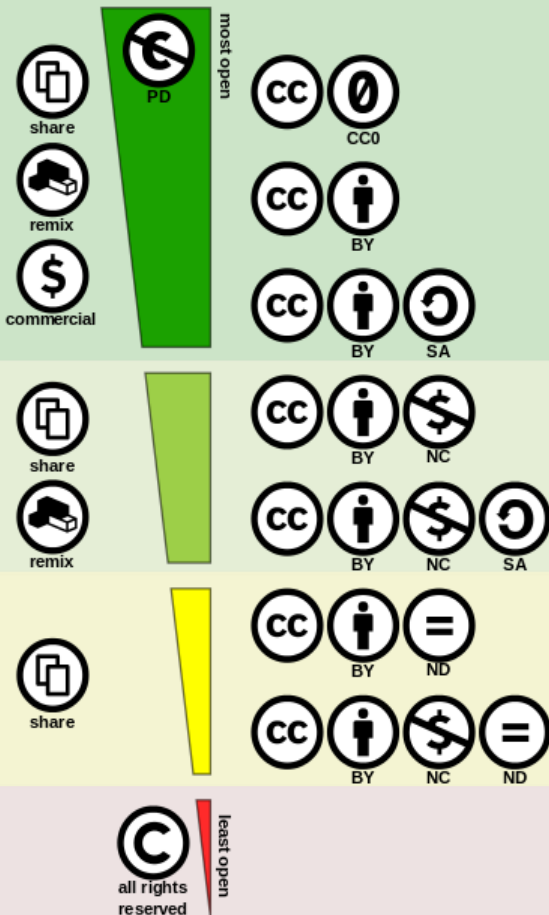
If you want to give people the right to **share, use,** and even **build upon** a work you have created, consider publishing under a CC license². By choosing a CC-BY license, **you decide which rights you want to keep,** and how others are allowed to use your works without asking you in advance, while ensuring a great diffusion and visibility of your works.

CC licenses are irrevocable, which means that users will always have the right to use a material under a CC license, even if the licensor stops distributing under the CC license terms.

EPFL Library advises to use CC licenses, whenever possible, for all publications (articles, books, and book chapters), images, master and PhD theses, etc.

HOW TO CHOOSE?

Define rights and apply one of the licenses below. Check how to mark your work with a CC license³.



CC BY: Distribute, remix, tweak, and build upon your work, even commercially. Credit must be given.

CC BY-SA (Share Alike): Remix, tweak, and build upon your work even for commercial purposes. Credit must be given and the same license applies to the new creation.

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Credits and sources

[1] Competence Center in Digital Law <https://tinyurl.com/s6rcjms>

[2] Creative Commons <https://creativecommons.org/>

[3] Marking your work with a CC license https://wiki.creativecommons.org/wiki/Marking_your_work_with_a_CC_license#How_to_use_the_CC_License_Chooser

WHAT IT LOOKS LIKE AND HOW TO DEAL WITH IT...

You may encounter different expressions: copyright transfer agreement or publishing contract.

What is a contract?

"An agreement between two or more persons or entities in which there is a promise to do something in return for a valuable benefit known as consideration."

Source: contract. (n.d.) Burton's Legal Thesaurus, 4E. (2007). Retrieved November 12 2019 from <https://legal-dictionary.thefreedictionary.com/contract>

Publishing Agreement

Definitions and object of the agreement

- Author
- Publisher
- Work

Transferred rights

- Exclusive or non-exclusive
- Ownership of the copyright

Retained rights

- Sharing/archiving rights
- Reuse rights

Author's obligations

- Manuscript delivery and revisions (for books)
- Get permission to reuse third parties materials

Publisher's obligations

- Royalties (for books)

Applicable law and Governing state

Lausanne (Switzerland), date
Signature author publisher

To assign **exclusive rights** to the publisher means that the author will no longer be able to exercise these rights without the publisher's permission.

➤ Negotiate: **Non-exclusive rights**

Transferring copyright means that the publisher controls how the work is reproduced, distributed and edited. He also handles granting permissions to third parties on authors' behalf.

➤ Negotiate: Retain the **ownership of the copyright**

Sharing rights: The right to share printed/electronic copies internally with colleagues (private use), with attendees of a conference (professional purposes), and with students of a course (teaching purposes).

➤ Negotiate: Retain as many rights as possible

Archiving right: The right to deposit and make publicly available at least the accepted version, or the published version, at least in your institutional repository, and also possibly on a personal webpage or in a scientific social network such as Research Gate. This right can be granted after an embargo period, the EPFL OA Policy requests maximum 6 months.

➤ Negotiate: The [EPFL Author Amendment to Publication Agreement - Extended rights](#) enables authors to request for an archiving right compliant with the EPFL OA policy.

Reuse rights: The rights to reuse the entirety or parts of a work without charges for various purposes, notably: in a research thesis or dissertation (i.e. for non-commercial purposes), in training/teaching sessions (non-commercial), in any other (potentially commercial) publication, including books. These rights can be granted only with a formal permission from the publisher, which may be binding for the author.

➤ Negotiate: The [EPFL Author Amendment to Publication Agreement - Extended rights](#) enables authors to request for comprehensive reuse rights.

Royalties: Percentage of the benefits resulting from the exploitation of the work or a fixed amount of money for the author by the publisher.

➤ Negotiate: A fair percentage on all kind of exploitations (print and online, individual and institutional sales, translations, etc.)

Applicable law and governing state: The law of the country (or state) that determines the legal standing of a case and the courts that have jurisdiction.

➤ Negotiate: Switzerland for both applicable law and jurisdiction.

QUE DIT LA LOI ?

La loi autorise les enseignants et les élèves à utiliser des œuvres protégées dans le cadre de l'enseignement.

L'exception pédagogique est moins permissive que l'usage privé.

Types d'œuvre*	Copier	Diffuser
Livres et autres œuvres textuelles	Extraits	Extraits
Articles de journaux et de revues, rédactions	Intégralité	Intégralité
Tableaux, photographies, graphismes, esquisses et autres œuvres des beaux-arts	Intégralité	Intégralité
Émissions de radio ou de TV	Intégralité	Intégralité
Partitions musicales	Extraits	Extraits
Musique à partir de CDs ou films à partir de DVDs	Extraits	Intégralité
Œuvres indisponibles sur le marché (en papier et online) et domaine public	Intégralité	Intégralité

*selon le tarif commun 7 de Prolitteris

DIFFUSION

L'utilisation peut couvrir d'autres formes : visionner, écouter, lire, chanter, copier et distribuer des copies etc. Les utilisations autorisées sont définies par le [tarif commun 7 de Prolitteris](#) et résumées dans le tableau.

Lors du partage des contenus sous forme papier (photocopie) ou électronique (ex. plateforme Moodle avec accès restreint), il est vivement recommandé d'ajouter la mention « reproduction interdite ».

CONTEXTE

L'exception s'applique uniquement à des fins pédagogiques. Le contexte pédagogique exclut le simple divertissement, **le but doit être la formation.**

PUBLICS

L'exception s'applique seulement entre le professeur et ses étudiants. La définition de la classe est large, elle inclut des formations de tous niveaux, continue, ou de perfectionnement. Elle peut avoir lieu en présentiel ou via une plateforme mise à disposition par l'établissement d'enseignement (ex. Moodle) permettant de restreindre l'accès aux membres de la classe seulement. MOOCs et conférences n'entrent pas dans le cadre de l'exception pédagogique.



MOODLE



MOOC
CONFÉRENCE

COÛTS

Cette exception n'est pas gratuite.

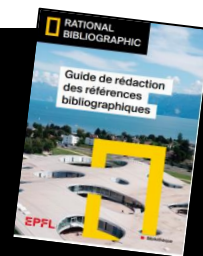
Une redevance est due à Prolitteris [LDA 20.2 \(Tarif commun 7\)](#), pour cette exception, cette rémunération est forfaitaire et prise en charge par l'EPFL.

DÉFINIR UN EXTRAIT

Il n'existe pas de règle comme « 10 pages », « 2 chapitres » ou « 10 % d'une œuvre ». L'extrait doit être « juste », c'est-à-dire ne pas porter préjudice à l'exploitation de l'œuvre, ne pas remplacer un achat et il ne doit pas pouvoir se substituer à l'œuvre.

La citation ou la réutilisation ne dispensent pas de respecter les règles de citation !

Consultez le Rational Bibliographic : le guide de rédaction des références bibliographique¹



Credits and sources

[1] Rational Bibliographic <https://go.epfl.ch/rational-bibliographic>

Comment réutiliser, copier, adapter ou traduire une œuvre...
Est-elle sous licence CC ?

OUI

Fast Guide #3 :
Creative Commons Licenses¹



NON

Qui sont les ayants droit ?

Auteur

Co-auteurs

Autres ayants droits
Ex: traducteur, fondations...

Éditeur

Société de gestion

Décédé depuis plus de 70 ans ?

OUI

L'œuvre appartient au domaine public (CCO)

NON

Dans quel but réutiliser ?

Usage privé

L'usage privé dans un cercle étroit fait l'objet d'une exception dans la Loi suisse sur le Droit d'Auteur (LDA). L'utilisateur n'a donc pas besoin d'autorisation dans ce cadre²

Publication commerciale
(article, MOOC)

Publication non commerciale
(thèse)

Usage pédagogique
(Fast guide #5)

Comment contacter ou demander l'autorisation aux ayants droit ?

- Formulaire Société de Gestion (ex : [Prolitteris](#))
- Copyright Clearance Center (bouton « Rights & Permissions » sur article ou chapitre)
- email à l'auteur ou l'éditeur

OUI

L'autorisation peut être gratuite ou payante.

NON
(ou pas de réponse)

Réutilisation impossible sans l'accord de l'ayant-droit.

La citation ou la réutilisation ne dispensent pas de respecter les règles de citation !



Consultez le Rational Bibliographic : le guide de rédaction des références bibliographique³

Credits and sources

[1] Fast guide Creative Commons Licenses <https://go.epfl.ch/openaccess>

[2] Usage privé dans un cercle de personnes étroitement liées <https://tinyurl.com/t62twza>

[3] Rational Bibliographic <https://go.epfl.ch/rational-bibliographic>