

COPYRIGHT AGREEMENTS AND LICENCES USED BY NORDIC OJS-JOURNALS

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Introduction

The purpose of the survey was to find out how common written copyright agreements are among journals using [Open Journal Systems](#) (OJS), and where the same journals stand in relation to self-archiving. The survey was part of the [Nordbib](#)-sponsored [NOAP-project](#) which is aimed at aiding Nordic scientific journals in implementing open access-publishing models. OJS has become a common tool for scientific journals going into electronic publishing. With several built in functions, such as click-wrap agreements used for signing copyright agreements online, it is a useful and a rather easy tool to use.

24 journals answered the questionnaire consisting of five questions that could easily be answered by *Yes* or *No*. The questionnaire was sent by e-mail and several respondents therefore also provided us with many interesting comments and answers, some of which were not easy to interpret as *Yes* or *No*. The answers from the journals varied in scope, and policies were not always clearly defined. Therefore we have also used information from the responding journals' web pages to learn more about their publishing policies and areas¹. Among the responding journals we find 14 with clear open access policies on their web sites, another two journals apply delayed open access, 6 and 12 months, respectively.

The responding journals cover a wide range of academic disciplines within medicine, science, social science and humanities. Journals that publish articles in English as well as journals publishing articles in Nordic languages were represented among the respondents.

Results

Out of the 24 journals that answered the questionnaire, 12 claim they use some sort of written copyright agreement. However, what a written copyright agreement is can be interpreted in different ways. When we sent out the questionnaire, we thought of written copyright agreements as written on paper and sent by mail to the authors for them to sign. However, we did not provide any such definition with the question nor did we ask respondents to provide definitions of their understanding of written copyright

agreements. Seven of the 12 journals using copyright agreements explicitly state, that their agreements consist of the author submitting his/her article to the journal, i.e., the author agrees online when submitting the manuscript. Since this is a function built into the OJS-system, although optional, it is not surprising that it is being used by many. However, it is not clear how this sort of copyright agreement affects authors' awareness of how they may use their published articles. Among the seven journals employing this kind of agreements, one mentioned that they use written copyright agreements only when articles are not submitted online. We do not know if the remaining six journals only accept online submission or, if not, how they handle articles submitted to them in other ways.

Among the remaining four journals using written copyright agreements, one journal sends the agreements by email, but the editor informs us, that they will soon change this practice and switch to either click-wrap agreements or written copyright agreements sent by regular mail.

What is mentioned in the copyright agreements?

Several copyright agreements state, that authors retain copyright, including the right to distribute and copy his/her article. Co-Action Publishing, publisher of five of the responding journals, permits authors to retain copyright, but they must transfer the commercial rights to the publisher. Another interesting example is one journal which claims to be open access but uses a copyright agreement forbidding any copying, distribution or duplication of articles without written permission from the general editor. The legal implications of open access seem to be unclear to some of the journals.

CC-licences used by participating journals

11 journals answered that they used some sort of licence; among these we find 9 journals that also use some form of written copyright agreements. All licences mentioned are Creative Commons licences, the most commonly used is CC Attribution-Noncommercial 3.0 Unported.

Three different types of CC licences are used by the responding journals:

- CC Attribution 3.0 Unported
- Attribution-Noncommercial-No derivative Works 3.0 Unported

¹ However, this information is somewhat inconclusive since three of the responding journals have web pages mainly in Finnish which we do not understand.

- Attribution-NonCommercial-No Derives 3.0 Unported

These licences have a lot in common. All of them allow anybody to “to copy, distribute and transmit the work”² as long as attribution is done in such a way specified by the author. The one most commonly used, CC Attribution-Noncommercial 3.0 Unported, as well as Attribution-Noncommercial-No Derivative Works 3.0 Unported, further prohibits anyone from using the article for commercial purposes.

No copyright agreements

12 journals answered that they do not use written copyright agreements. However, among these there might well be journals using “click-wrap agreements” such as those mentioned above, since this form of agreement may not be interpreted as written. Although the number of journals responding to our questionnaire is small, we can conclude that written agreements, i.e. as written on paper and sent by regular mail, are rare.

Self-Archiving

A positive attitude towards self-archiving dominated among our respondents (see Appendix).

18 respondents said they allow authors to self-archive, either on author web pages or in institutional or subject archives. Only two journals explicitly forbid self-archiving on both author web pages and in open archives. Four journals answered in such a way that it cannot be interpreted as either *Yes* or *No*. One of these journals uses OJS to publish back issues, but will soon start publishing online without delay. When this happens, they will no longer allow self-archiving. Two of these four journals have never received a request for self archiving and say that they probably will consider individual requests separately before granting permissions to self-archive. In yet another one of these

unclear responses cases there seems to be some confusion regarding the concept of self-archiving: self-archiving is understood as double publishing and therefore, naturally, not worth aiming at.

If journals do not use any kind of copyright agreements in which authors transfer their rights to their publisher, authors are free to self-archive, since copyright remain with them as long as nothing else is agreed on.

Summary/Conclusions

12 out of 24 journals use some sort of copyright agreement and 11 use some sort of CC-licence. In 9 cases the journals using copyright agreements and licences are the same. The journals with unclear policies on self-archiving – as well as one of the journals that does not allow self-archiving – are in the group of journals that do not use written copyright agreements nor apply any form of licence to their published articles. One of the two journals that do not allow self-archiving uses copyright agreements.

A majority of the journals allow self-archiving and more than half of the responding journals are open access journals. In cases where licences are applied these are generous in terms of use and distribution, but so are also several journals that do not apply any licence. Since only one journal forbids self-archiving *and* has a copyright agreement, we conclude, although the sample is small, that there’s no connection between lack of explicit policies and licenses and negative attitudes towards self-archiving.

However, to avoid confusion and risk of conflicts with authors and readers over copyright issues it would of course be advisable if all journals adopted clear policies which should be easily found on the web sites and in the footer of each article.



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² <http://creativecommons.org/>

Appendix. The responding journals' attitudes towards self-archiving.

Journal	Self archiving*		
	YES	NO	Unclear policy
DENMARK			
Dansk Sociologi			x
Foucault Studies	x		
Hiphil		x	
Journal of International Commercial Law and Technology	x		
Nordisk Teologi	x		
Qualitative Studies	x		
FINLAND			
Auraica. Scripta a Societate Porthan edita	x		
Finnish Journal of eHealth and eWelfare (eSoTe)	x		
KeVer-verkkolehti			x
Nordic Journal of Surveying and Real Estate Research (NJSR)			x
Tieteessä tapahtuu	x		
ICELAND			
Bifröst Journal of Social Science	x		
NORWAY			
FORMakademisk	x		
Nordisk barnehageforskning	x		
Nordlyd	x		
Rangifer	x		
SWEDEN			
Ethics & Global Politics	x		
Food & Nutrition Research	x		
Global Health Action	x		
Journal of Aesthetics & Culture	x		
Journal of Intercultural Communication	x		
Journal of Oral Microbiology	x		
Nordic Journal of English Studies		x	
Tidskrift för litteraturvetenskap			x
Sum:	18	2	4

*=*in institutional repositories or subject archives*