

FAST GUIDE #0 SCIENTIFIC PUBLISHING SUPPORT AT A GLANCE



Various options exist for disseminating your publication in Open Access

Learn about the different Open Access roads before choosing **where to publish**

Fast guide #1
Roads to Open Access



EPFL and many funders have specific policies regarding Open Access

Be sure your publication is **compliant** with EPFL and funders' requirements

Fast guide #2
Compliance with Open Access policies



Publishing your work often leads to transferring your copyright to the publisher

Decide what **rights you retain** on your publication, while ensuring it gets high exposure

Fast guide #3
Creative Commons licenses



When you publish your work, you have to sign an agreement with a publisher

Learn how to **read a contract** and what you should negotiate

Fast guide #4
Publishing agreement



Knowing if and how you can copy, adapt, or translate a work can be challenging

Learn to navigate the copyright environment and find out **how to reuse** a copyrighted work

Fast guide #5
How to reuse a work properly



The law allows teachers and students to use copyrighted works for education

Find out what types of copyrighted work you can **copy and distribute** (as well as when and how)

Fast guide #6
Exception for educational purposes

OPEN ACCESS

DEFINITION

"OA is the barrier-free access to online works and other resources. OA literature is digital, online, free of charge, and free of needless copyright and licensing restrictions."^[1]

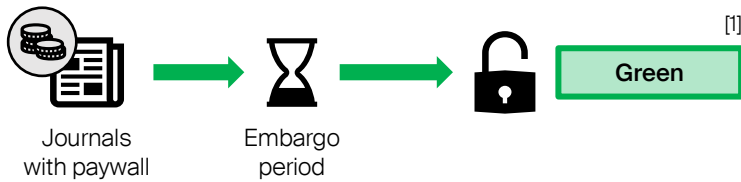
EPFL and most funders have policies that require Open Access for all peer-reviewed scientific publications.

BENEFITS

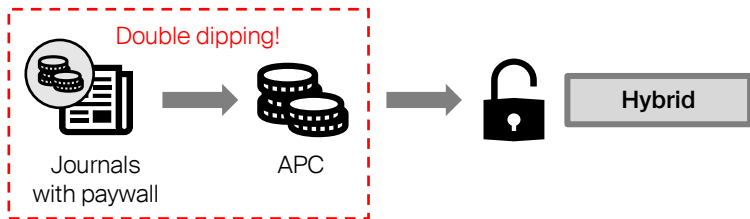
- ✓ Enhance visibility and accelerate dissemination of your work, while increasing the citation rate
- ✓ Retain the copyright on your work
- ✓ Comply with institutional and funders' requirements
- ✓ Allow the public (including researchers in developing countries) to access your findings
- ✓ Influence policy with your research^[2]

Abbreviations:
Credits and sources:

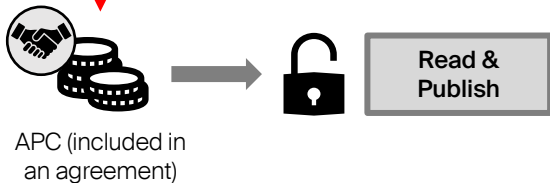
EC, European Commission; OA, Open Access; SNSF, Swiss National Science Foundation.
 [1] SUBER Peter, *Open Access*, The MIT Press Essential Knowledge series, Cambridge (MA), 2012
 [2] Inspired by KINGSLEY Danny and BROWN Sarah, *Benefits of Open Access*, Wikimedia Commons, [CC BY 4.0](https://creativecommons.org/licenses/by/4.0/)



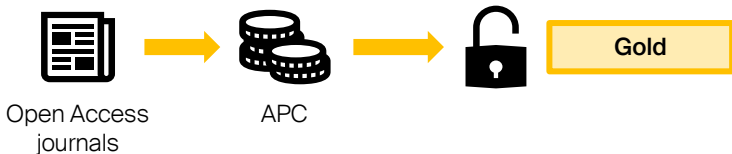
The accepted version (and less often the published version) **can be self-archived** in certain open repositories **after an embargo period**. Self-archiving conditions are defined by the journal's policy.
Financial support: Not needed – this option should always be free of charge for authors



Depending if APC is paid or not, **Hybrid journals will publish the article in OA or closed access, respectively**.
If paid, the published version is immediately available in OA on the journal's website and can be self-archived in any open repository.
Financial support: neither EPFL nor most funders contribute to these charges



Articles covered by a Read&Publish agreement are published in OA.
The published version is immediately available in OA on the journal's website and can be self-archived in any open repository.
Financial support: EPFL takes charge of the APC under the Read&Publish agreement



Gold OA journals publish articles only in OA and they always charge a fee (APC).
The published version is immediately available in OA on the journal's website and can be self-archived in any open repository.
Financial support: EPFL and funders can provide it (contact publishsupport@epfl.ch)



Diamond OA journals publish articles only in OA and always free of charge.
The published version is immediately available in OA on the journal's website and can be self-archived in any open repository.
Financial support: Not needed – this option is always free of charge for authors

⚠ Publishers do not always name these roads consistently

HYBRID OPEN ACCESS AND THE READ&PUBLISH AGREEMENTS


Hybrid journals are financed by **both** a subscription (or paywall) to read their articles and the payment of APC for publishing in OA ("double dipping"). EPFL, like many funders, does **not** financially contribute to these APC, unless they are included in a Read&Publish agreement. In these agreements, reading and publishing expenses are combined and EPFL, via the Library, takes full charge of the corresponding fees (restrictions may apply). Even if Read&Publish agreements mostly pertain to hybrid journals, they sometimes also include some Gold OA journals.

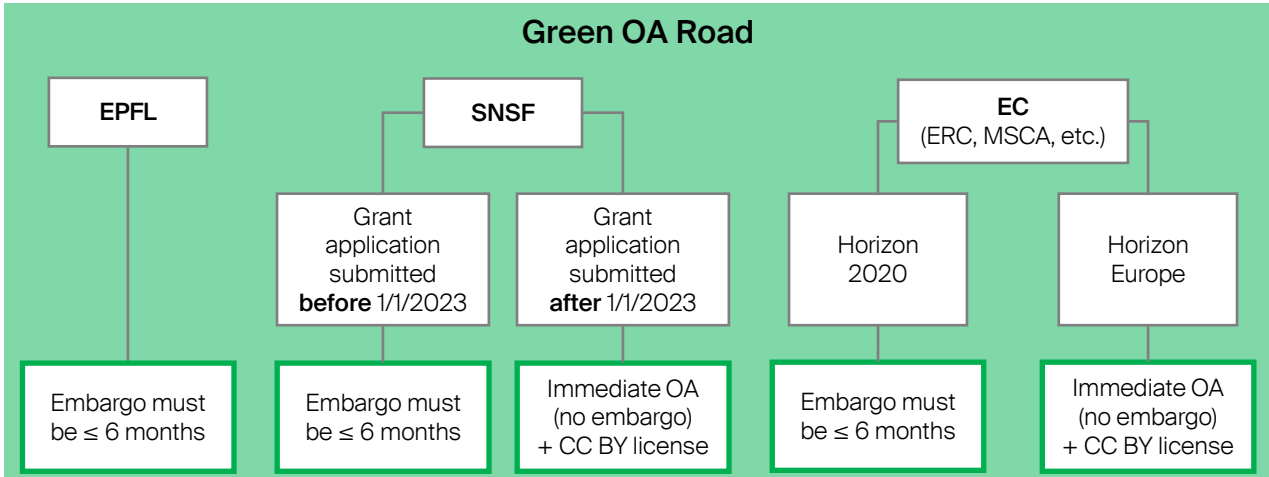
Abbreviations: APC, Article Processing Charges; OA, Open Access.
Credits and sources: [1] Inspired by Fig. 2: *Open Access models for publication of articles in scientific journals*, from Swiss Academies of Arts and Sciences (2019) *Open Science in Switzerland: Opportunities and Challenges*. Swiss Academies Factsheets 14 (2), CC BY 4.0

Fast Guides: Scientific Publishing © 2024 by EPFL Library, is licensed under CC BY 4.0. Based on Fast Guide #1 - Open Access: The Basics

HOW TO COMPLY WITH EPFL AND FUNDERS REQUIREMENTS?

<p>Hybrid OA Road</p> <p>Always compliant with EPFL, SNSF and EC requirements</p>	<p>Gold OA Road</p> <p>Always compliant with EPFL, SNSF and EC requirements</p>	<p>Diamond OA Road</p> <p>Always compliant with EPFL, SNSF and EC requirements</p>
--	--	---

 **An important distinction:** compliance of an OA Road does **not** necessarily imply eligibility for financial support (see Fast Guide #1)



● CHECK THE JOURNAL'S POLICY

The embargo imposed and the version allowed for self-archiving vary by journal. These policies can be checked directly on journal's website (look for "author guidelines" or "Open Access information") or on the [Open policy finder](#) database.

Peer-reviewed	<p>Submitted version</p> <ul style="list-style-type: none"> ✓ aka <i>author final version</i> or <i>preprint</i> ✓ Can be deposited on a preprint repository
	<p>Accepted version</p> <ul style="list-style-type: none"> ✓ aka <i>author accepted manuscript (AAM)</i> or <i>postprint</i> ✓ Article version prior to copy editing, proofreading and production steps
	<p>Published version</p> <ul style="list-style-type: none"> ✓ aka <i>version of record (VoR)</i> or <i>final version</i> ✓ The version published on the journal's website

● NEGOTIATION

EPFL Author Amendment
 If the embargo period defined by the journal is longer than the one allowed by EPFL or your funder, try to negotiate a reduction by submitting the [EPFL Author Amendment](#) together with the copyright transfer agreement (directly to the publisher or through the editorial management system).

Rights Retention Strategy (RRS) ^[1]
 Whenever possible, do not transfer your exclusive copyrights to publishers. With the RRS, you retain control over the distribution of your manuscripts (before, during and after the peer review process). There are no additional costs for you or for EPFL.

Fast Guides: Scientific Publishing © 2024 by EPFL Library is licensed under CC BY 4.0. Based on Fast Guide #2 - Make your Research Open

Abbreviations: CC, Creative Commons; EC, European Commission; ERC, European Research Council; MSCA, Marie Skłodowska-Curie Actions; OA, Open Access; SNSF, Swiss National Science Foundation

Credits and sources: [1] Plan S, [Plan S Rights Retention Strategy](#), cOAlition S [accessed: November 2024]

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, etc. For computer programs best use free and open source software licenses. [1]
 OA publishing and copyright laws are not contradictory! A common approach to OA publishing is for researchers to grant licenses instead of transferring any rights: this way, they ensure that their work can be accessed and used worldwide. In OA publishing, CC licenses are the most frequently used. [2]







WHY CC LICENSES?

If you want to give others the right to **use, share** (i.e., copy and distribute in any medium or format) and even **modify** (i.e., remix, adapt and build upon) a work you have created, consider publishing it under a CC license [3]. This way, **you decide which rights you want to retain**, and how others are allowed to use your work without asking your permission in advance. **CC licenses are irrevocable.**

In the spirit of open science, EPFL Library recommends using CC licenses, whenever possible, for all publications (articles, books and book chapters), images, master and PhD theses, etc. Choosing the CC BY is strongly encouraged.

HOW TO CHOOSE?

Define the rights you want to give and apply one of the licenses below. Check [here](#) how to mark your work with a CC license [4]. **With all CC licenses** (except for CCO), anyone reusing your work must always **give credit** to you (the creator). CCO (Public Domain) instead enables reusers to share and modify the material with no conditions, not even attribution.

With this license...	...reusers can:	Share	Modify	Commercial use	Change License
 Share and modify your work, even for commercial purposes		✓	✓	✓	✓
 Share and modify your work, even for commercial purposes, but they must use the same license for the modified work [Share Alike]		✓	✓	✓	
 Share and modify your work, but for noncommercial purposes only [Non Commercial]		✓	✓		✓
 Share and modify your work, but for noncommercial purposes only, and they must use the same license for the modified work		✓	✓		
 Share your work, even for commercial purposes, but they cannot modify it [NoDerivatives]		✓		✓	
 Share your work, but for noncommercial purposes only, and they cannot modify it		✓			

[5]



CC licenses are not patents: licenses protect the published work (article, book, etc.), not the idea or invention

Abbreviations:
Credits and sources:

- NC, Non Commercial; ND, NoDerivatives; OA, Open Access; SA, Share Alike.
- [1] Competence Center in Digital Law, [Creative Commons Licences](#) [accessed: November 2024]
- [2] Swiss National Science Foundation, [Copyright and licences](#) [accessed: November 2024]
- [3] Creative Commons, [About CC licenses](#) [accessed: November 2024]
- [4] CC Wiki, [Marking your work with a CC license](#), 25/02/2019 [accessed: November 2024]
- [5] Inspired by Fabrique REL, [Les licences Creative Commons](#), [accessed: November 2024], CC BY

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

You may encounter different wordings for the same document: *Copyright transfer agreement*, *Publishing contract* or *License to publish*

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.” [1]

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

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

- **Negotiate:** Request non-exclusive rights

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

- **Negotiate:** Retain ownership of the copyright (including ownership of the CC license)

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

- **Negotiate:** Retain as many rights as possible

Archiving right: The right to (a) deposit the manuscript at least in the institutional repository (and if possible also on a personal web page or in a scientific social network such as Research Gate), and (b) make at least the accepted version (if not the published version) available to the public. In some cases, this right might be granted only after an embargo period; EPFL's OA policy states that it should be no longer than 6 months.

- **Negotiate:** The EPFL Author Amendment to Publication Agreement - Extended rights allows authors to request an archiving right that is compliant with EPFL's OA policy.

Reuse rights: The rights to reuse free of charge the entirety or parts of a work 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 publication (potentially commercial), including books. These rights can only be granted with formal permission from the publisher, which may be binding on the author.

- **Negotiate:** The EPFL Author Amendment to Publication Agreement - Extended rights allows authors to request comprehensive reuse rights.

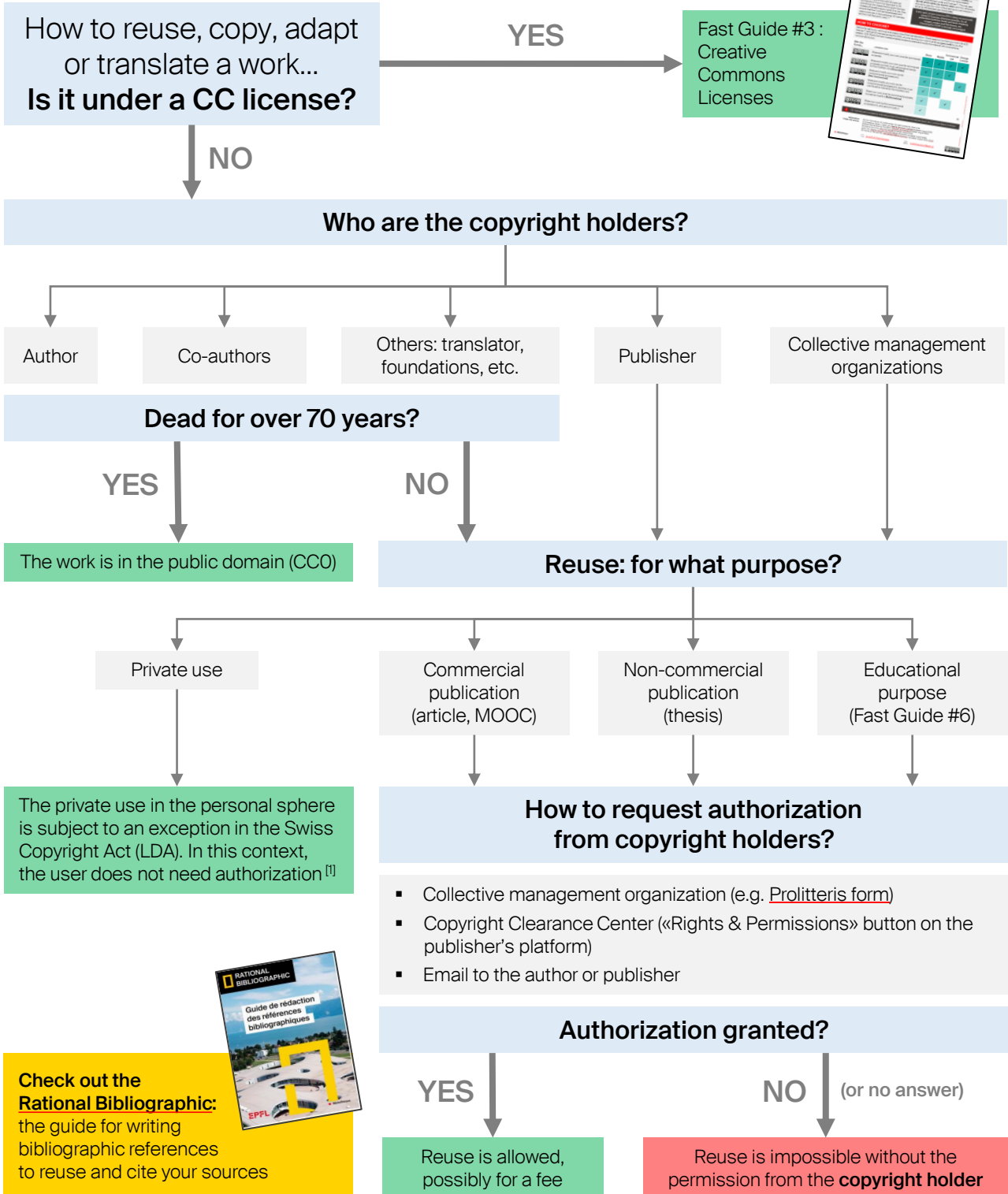
Royalties: Percentage of the benefits deriving from the exploitation of the work or fixed amount paid to the author by the publisher.

- **Negotiate:** Request a fair percentage on all kinds of exploitations (print, 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:** Suggest Switzerland for both applicable law and jurisdiction.

Credits and sources: [1] HILL Gerald and HILL Kathleen, “contract”, The People's Law Dictionary. 1981-2005 [accessed: November 2024]



Check out the Rational Bibliographic: the guide for writing bibliographic references to reuse and cite your sources

Fast Guides: Scientific Publishing © 2024 by EPFL Library is licensed under CC BY 4.0. Based on Fast Guide #6 - How to Reuse a Work Properly

Abbreviations: CC, Creative Commons; LDA, Loi sur le droit d'auteur; MOOC, Massive open online course
Credits and sources: [1] Competence Center in Digital Law, [Private use in the personal sphere](#) [accessed: November 2024]

FAST GUIDE #6 EXCEPTION FOR EDUCATIONAL PURPOSES

WHAT ABOUT THE LAW?

Swiss law allows teachers and students to use **copyrighted works for educational purposes** (but this «exception for educational purposes» is less permissive than the «exception for private use») [1].

DISSEMINATION

The «use of a work» may include various forms of dissemination: viewing, listening, reading, singing, copying and distributing copies, etc. Permitted uses are defined by Prolitteris Common Tariff 7 and summarized in the table below [2]. When sharing content in print (photocopies) or electronic form (e.g., Moodle platform with restricted access), it is strongly recommended to add the note «reproduction prohibited».

THE EXCEPTION ALLOWS TO...

Work types*	Copy	Distribute
Books and other textual works		
Journal articles, essays		
Paintings, photographs, graphics, sketches and other fine art works		
Radio or TV programs		
Musical scores		
Music from CDs or movies from DVDs		
Works unavailable on the market (print and online) and in the public domain		

Extracts
 Entirety

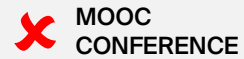
*according to Prolitteris' Common Tariff 7

CONTEXT

The exception covers educational purposes only. The teaching context excludes entertainment: the goal must be training.

AUDIENCE

The exception only applies between teacher and students. The definition of class is broad and includes all levels of education, up to continuous and advanced education. The class can take place physically or via a platform provided by the academic institution (e.g., Moodle) with controlled access (for class members only). MOOCs and conferences are not covered by the educational exception.



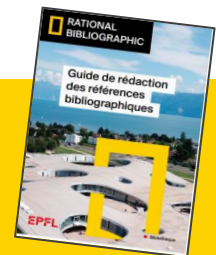
COSTS

This exception is not free of charge. For this exception a fee is due to Prolitteris LDA 20.2 [3] (Common Tariff 7): it is a fixed amount paid by EPFL.

WHAT IS AN EXTRACT?

There is no such rule as «10 pages», «2 chapters» or «10% of the work». The extract must be fair, meaning it must not be detrimental to the exploitation of the work. It must not replace a purchase nor be a substitute for the work.

Check out the **Rational Bibliographic**: the guide for writing bibliographic references to reuse and cite your sources



Abbreviations:
Credits and sources:

LDA, Loi sur le droit d'auteur; MOOC, Massive open online course.
 [1] The Federal Assembly of the Swiss Confederation, *Federal Act on Copyright and Related Rights*, 9/10/1992, Art. 19.1 ProLitteris, Team Legal et Team Collect, *Tarif Commun 7: Utilisations dans les écoles*, Prolitteris, 1/1/2022
 [2] The Federal Assembly of the Swiss Confederation, *Federal Act on Copyright and Related Rights*, 9/10/1992, Art. 20.2