



INTERNATIONAL ASSOCIATION OF LAW LIBRARIES

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Copyright issues related to the implementation of Open Access policies

Ignasi Labastida i Juan
Oficina de Difusió del Coneixement
CRAI Universitat de Barcelona



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Budapest Open Access Initiative, February 2002



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Green Road: Self-archiving

... scholars need the tools and assistance to deposit their refereed journal articles in open electronic archives, a practice commonly called, self-archiving. ...

Repository: *a facility where things can be deposited for storage or safekeeping*

Institutional Repository: *intellectual output of an institution*

Subject based or Thematic Repository: *research output from a research domain*

Harvester: *a repository collecting metadata from repositories.*

Golden Road: Open Access Journals

... scholars need the means to launch a new generation of journals committed to open access, and to help existing journals that elect to make the transition to open access ...

... these new journals will no longer invoke copyright to restrict access to and use of the material they publish. Instead they will use copyright and other tools to ensure permanent open access to all the articles they publish ...

...these new journals will not charge subscription or access fees, and will turn to other methods for covering their expenses...

...There is no need to favor one of these solutions over the others for all disciplines or nations, and no need to stop looking for other, creative alternatives..

Main Differences

Green Road:

- Public Access
- Publisher holds Copyright
- Access to previous versions before published

Golden Road:

- Open Access
- Author holds Copyright
- Access to final published version

Traditional Scholarly Publication

Researcher achieves some results

Researcher sends a paper to be submitted for publication in a journal (preprint or submitted version)

Referees review the paper and suggest changes

Researcher sends a modified paper (postprint, accepted version or author's manuscript)

Editor accepts publication. Researcher transfers copyright

Journal publishes the paper (published version)

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Open Access Policies

Institutional Policies

Funders Policies

National Policies

International Policies

Institutional Policies

Queensland University of Technology, 2004

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Harvard Law School, 2008

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Funders Policies

Wellcome Trust, 2006

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National Policies

Spanish Law of Science, 2011

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International Policies

European Commission, 2008

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Summarizing Policies

Accepted manuscript

Subject based or institutional repository

Embargo periods

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Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities, 2003

...and what about OA journals?

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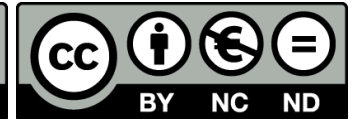
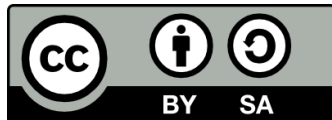
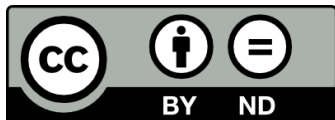


Other “Open Access” Journals

Public access journals with “© All rights reserved”

Subscription Access Journals with Open Access Options:
Hybrid model

Open Access Journals with some restrictions/conditions



New Policies in the UK

Finch Report, 2012

Recommendations to adopt Golden Road

Changes in Open Access Policies:

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