

## 1. Copyright in items eligible for inclusion in ORA

You may only deposit items in ORA for which you hold the rights or where the rights holder has granted you the permission to deposit the items.

Depositing your work in ORA does not prevent you from publishing your work in other places as you see fit. You retain your academic freedom to publish your work as you choose, subject to the non-exclusive rights which you grant through ORA.

## 2. Copyright options

See **Appendix** for a diagram of choices and consequences of rights decisions

In future, you may like to think about your options before submitting your work to a publisher.

- Should I sign away my copyright? In order to be able to re-use and distribute your work as you wish, you may like to consider retaining the ownership of the copyright in your own work. See **Appendix** for a diagram of choices and consequences of rights decisions.
- If you wish to retain ownership of the copyright, you should grant the publisher a licence so that they may perform various actions on your work (eg publish it or distribute it). If the licence is defined as “exclusive”, it is more likely that the ability of the author to exploit the work will be limited. A “non-exclusive” licence will give the author more freedom. You might consider assigning a [Creative Commons](#)<sup>1</sup> (CC) or other licence to your work.
- Even if you sign copyright over to the publisher, some publishers apply Creative Commons or [copyleft](#)<sup>2</sup> licences to the work so that authors can use their work within these licences. You should carefully review any documents which you are asked to sign by a publisher to check whether they may be incompatible with deposit in ORA or other future use of your work. If in doubt, seek advice.
- Creative Commons licences can be used by any author/creator. There are a number of different CC licences to choose from. Some bodies (such as the JISC/SURF<sup>3</sup>) provide examples of alternative wording for use by authors.

## 3. Checking the copyright in the work

### Who owns the copyright in the work?

1. The first copyright owner is usually the author(s) unless the author has produced the work in the course of employment.
2. The employer, e.g. the University, may hold the copyright if the work was produced specifically in the course of employment. The University of Oxford does not assert its right to own the copyright in scholarly works (as detailed in the University Statutes<sup>4</sup>). Work produced as an employee of another institution might be subject to different

<sup>1</sup> <http://creativecommons.org/worldwide/uk/>

<sup>2</sup> <http://www.gnu.org/copyleft/>

<sup>3</sup> <http://copyrighttoolbox.surf.nl/copyrighttoolbox/authors/sample-wording/>

<sup>4</sup> <http://www.admin.ox.ac.uk/statutes/790-121.shtml>

copyright ownership. Some rights may have been granted to an organisation which commissioned, sponsored or otherwise supported your work. You should review the relevant documentation to confirm the current status of copyright ownership in your work.

3. Some publishers allow the author to retain copyright and merely seek a licence to publish
4. Some publishers request assignment of copyright to them. This must take the form of a signed agreement
5. There may be sections of the work (e.g. images and quotations) for which permission was needed to reproduce a third party's copyright-protected work for original publication. Inclusion of those sections of the work in ORA may exceed the permission granted by the third party owner.

### **How different copyright owners may make a deposit in ORA**

(see also "Which version can I deposit?" below)

1. If the author is the copyright holder of all content, they do not have to seek permission to deposit in ORA (but see "Which version can I deposit" below). If the work has multiple authors, then one author may be authorised to act on behalf of all authors, provided that permission from all other authors has been obtained
2. If your work was created in the course of employment, then your employer (ie Oxford University) is the copyright holder of all content. In that case deposit in ORA is permitted and the author may not have to seek permission to deposit in ORA
3. If the item has been published but the author has retained copyright in all content and granted the publisher a licence to publish, the author may not have to seek permission to deposit in ORA. You should check the terms of the agreement\*. Most licences will allow deposit in a repository. The licence may prohibit rival commercial exploitation of the work. If the licence is defined as "exclusive", it is more likely that the ability of the author to exploit the work will be limited. A "non-exclusive" licence will give the author more freedom.
4. If copyright has been assigned in its entirety to the publisher or other party then any deposit and access to the item is up to them. You should check the terms of your publisher's agreement\*. (see below)
5. It is the author's responsibility to ensure that third party copyright is not infringed by depositing in ORA. You should check this point and either obtain permission for or remove any sections of the work that are subject to third party rights.

\* The terms of the publisher's agreement will state what uses may be made of the work. This may include explanations about deposit in institutional repositories, websites and other online locations as well as information about scholarly sharing, use for teaching purposes and in subsequent publications and commercial use.

### **Publisher rights and permissions**

- Journal articles: Copyright in journal articles can often be checked using the [SHERPA/Romeo website](http://www.sherpa.ac.uk/romeo.php)<sup>5</sup>. Please note:
  - it is preferable to check using the journal title search because general publisher guidance may differ between titles

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<sup>5</sup> <http://www.sherpa.ac.uk/romeo.php>

- individual authors may have negotiated different terms to the general publisher guidance.
- publisher policy on Romeo is the current position of that publisher and may differ from previous policies. You need to check whether your article was subject to the terms of a previous policy.
- Other works may require you to contact the publisher for permission for inclusion in ORA. If this is the case, please see the **standard letter to publishers** which members of the University are welcome to use and adapt for their own circumstances [in preparation]
- Contact ORA staff (see <http://ora.ouls.ox.ac.uk/access/contact.php>) for further help

### Which version can I deposit?

- There will be several different versions of your work between completion and publication. Different publishers will permit you to deposit different versions in ORA. Common options are:
  - Publisher's version (either the publisher's PDF or other version, or a link to the publisher's website). The publisher holds the copyright in the typography and layout of the work.
  - Author's final accepted manuscript after peer-review including amendments made following peer-review but not including publisher's typesetting and editing. Often known as a post-print
  - Author's version prior to peer-review (not refereed). Often known as a pre-print
  - Text revised after publication. Check copyright holder and any terms of agreement
- Sometimes publishers require that pre- or post-prints are removed from the archive on publication of the final version by the publisher.
- Some publishers stipulate that a link to their website and/or a few sentences of set text are included
- See the [SHERPA/Romeo website](#)<sup>6</sup> to make an initial check on which version should be used
- If you deposit an item in PDF we prefer an 'unlocked' version wherever possible so that we can apply full text searching

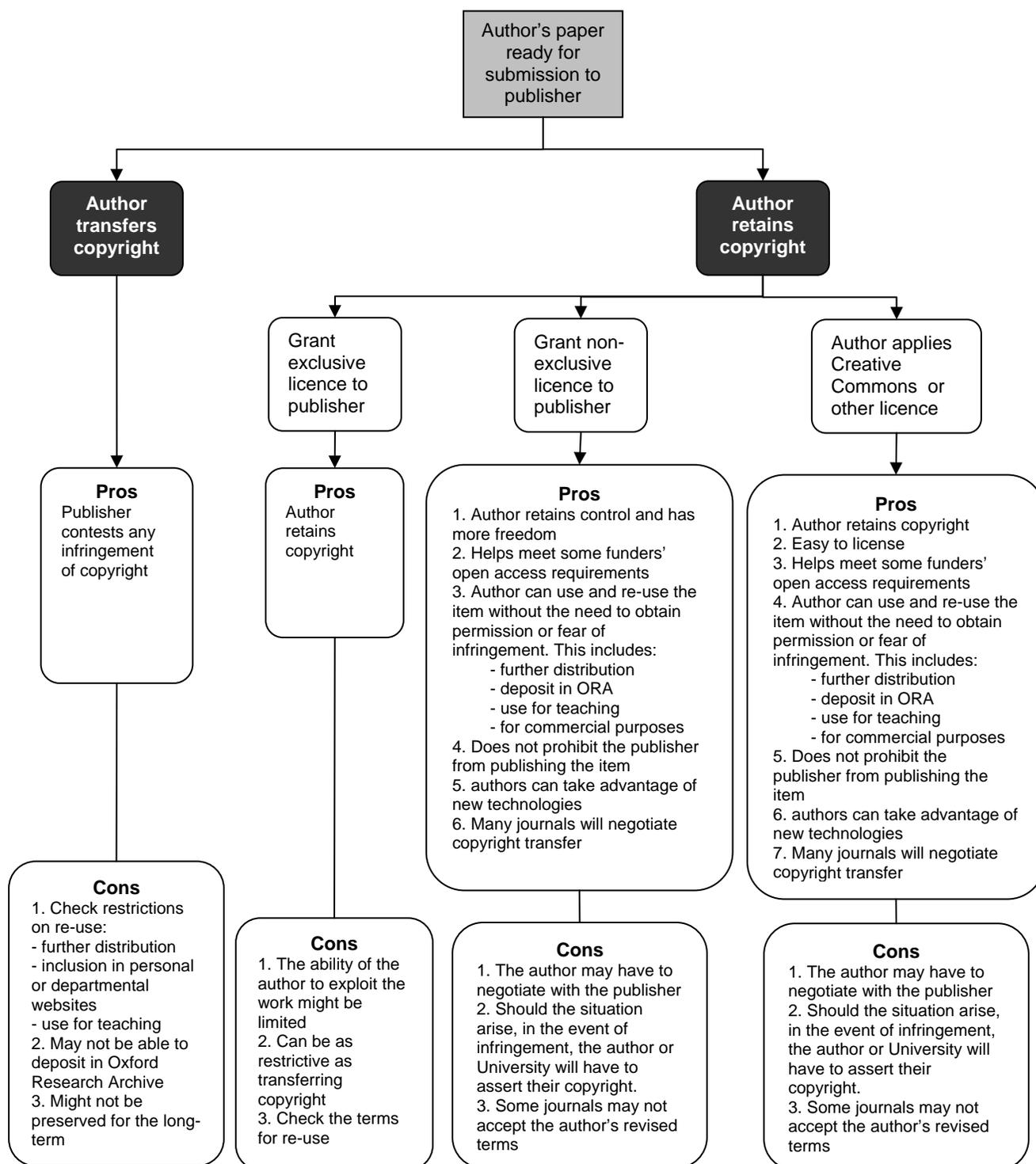
## 4. Help with copyright

Please contact **ORA staff** (see <http://ora.ouls.ox.ac.uk/access/contact.php>) for help with copyright queries

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<sup>6</sup> <http://www.sherpa.ac.uk/romeo.php>

## Appendix: Choice and consequences of rights decisions



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