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PATTERN.

Empowering Open and Responsible
Research and Innovation

Tko se boji izdavača još?

Kako zadržati prava i izbjeći zamke izdavača



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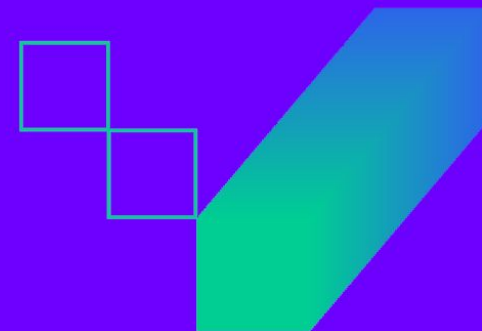


Izvor: https://en.wikipedia.org/wiki/Monkey_selfie_copyright_dispute

Sadržaj



1. Razumijevanje autorskog prava
2. Strategija zadržavanja prava / Rights Retention Strategy (RRS)
 - Zadržavanje prava u časopisima zlatnog otvorenog pristupa, hibridnim časopisima, časopisima dijamantnog otvorenog pristupa, preprint serverima / platformi Open Research Europe i časopisima na pretplatu
3. Institucijska podrška u zadržavanju prava
4. Pitanja



Razumijevanje autorskog prava



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Što je autorsko pravo?



Autorsko pravo je pravo intelektualnog vlasništva koje autorima, umjetnicima i drugim stvarateljima pruža zaštitu njihovih književnih, umjetničkih i znanstvenih tvorevina odnosno djela.

- Autorima, umjetnicima i drugim stvarateljima pruža poticaj u obliku priznanja i potencijalne zarade.
- Kako bi se zaštitilo, autorsko djelo treba biti originalno i fiksirano u određenom obliku.
- **Autorsko pravo štiti izražaj ideje (a ne samu ideju).**



Odredbe



Međunarodne: **Bernska konvencija za zaštitu književnih i umjetničkih djela**
(Bernska konvencija, 1886)

Temeljna načela:

- Djela iz različitih država imaju jednaka prava na zaštitu kao djela nastala u određenoj državi.
- Djela su zaštićena automatski, nema službenog protokola.
- Djela su zaštićena i u slučajevima kada ne mogu ostvariti pravo na zaštitu u državi u kojoj su nastali.

181 država potpisnica

European IP Helpdesk factsheet Copyright essentials <https://data.europa.eu/doi/10.2826/864141>

Temeljna prava



- pravo na **prijevod**,
- pravo na **adaptaciju i preradu djela**,
- pravo javne izvedbe dramskih, dramsko-glazbenih i glazbenih djela,
- pravo javne recitacije književnih djela,
- pravo priopćavanja javnosti takvih izvedbi,
- pravo emitiranje
- pravo umnažanja djela u bilo kojem obliku
- pravo korištenja djela kao podloge za izradu audiovizualnog djela te pravo umnažanja, distribucije i javnog priopćavanja tog audiovizualnog djela

Trajanje zaštite:
50 godina nakon
autorove smrti

Imovinska, moralna i srodna prava



- **Imovinska prava**

Nositeljima prava, u slučaju korištenja njihovih djela, omogućava ostvarenje novčanih naknada. To su isključiva prava i usklađena su na razini Europske unije te obuhvaćaju pravo objave i pravo umnažanje rada.

- **Moralna prava**

Obuhvaćaju pravo priznavanja autorstva i pravo protivljenja bilo kakvom sakaćenju, deformiranju, izmjenama i drugim pogrdnim radnjama kojima bi se naštetilo autorovoj časti ili reputaciji.

- **Srodna prava**

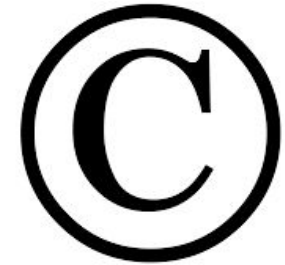
Zajedno s autorskim pravima štite interese drugih nositelja prava, primjerice izvođača, producenta i izdavača. Regulirana su na međunarodnoj razini Rimskom konvencijom.

Što štite autorska prava?



Primjeri

- književna djela poput romana, pjesama, predstava, novinskih članaka;
- računalne programe, baze podataka;
- filmove, skladbe i koreografije;
- umjetnička djela poput slika, crteža, fotografija i skulptura;
- arhitekturu, karte, planove i tehničke crteže;
- skice i 3D radove iz područja geografije, topografije, arhitekture i znanosti;
- oglase, u nekim slučajevima primijenjenu umjetnost;
- letci, reklamni materijali, slogani, brošure i korisničke upute.



Autorska prava štite **izraz ideje**, a ne samu ideju!!!

Dodatne odredbe



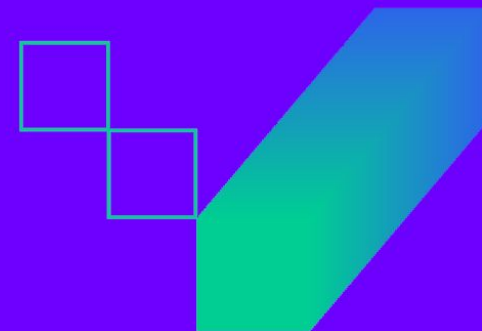
Druge međunarodne odredbe:

- Međunarodna konvencija za zaštitu umjetnika izvođača, proizvođača fonograma i organizacija za radiodifuziju ([Rimska konvencija](#), 1961)
- WIPO Copyright Treaty ([WCT](#), 1996)
- WIPO Performances and Phonograms Treaty ([WPPT](#), 1996)
- Agreement on Trade-Related Aspects of Intellectual Property Rights ([TRIPS Agreement](#), 2017).

Pravni dokumenti Europske unije o autorskom pravu

- [Direktiva o pravnoj zaštiti baza podataka](#), 1996
- [Direktiva o pravnoj zaštiti računalnih programa](#), 2009
- [Direktiva o trajanju zaštite autorskog prava i određenih srodnih prava](#), 2006
- [Direktiva o autorskim i srodnim pravima na jedinstvenom digitalnom tržištu](#), 2019

- Autorsko pravo pripada, po svojoj naravi, fizičkoj osobi koja stvori autorsko djelo;
- Autoru pripada autorsko pravo na njegovu autorskom djelu činom samog stvaranja autorskog djela
- Ako ugovorom o radu ili drugim aktom kojim se uređuje radni odnos ili drugim ugovorom sklopljenim između autora i poslodavca nije drukčije određeno, smatra se da je poslodavac stekao isključiva autorska imovinska prava iskorištavanja autorskog djela stvorenog u radnom odnosu
- **Nakladnički ugovor**
 - Trajanja: za života autora i 70 godina nakon njegove smrti!



Strategija zadržavanja prava (*engl. Rights Retention Strategy / RRS*)



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Ugovor o prijenosu autorskih prava



- Pri predaji radova, autori često moraju potpisati ugovor o prijenosu autorskih prava
- Ovim pravnim dokumentom, autorska prava se prenose s autora na izdavača
- Izdavači, za objavu rada, pro-forma zahtijevaju potpisivanje takvog ugovora, a potrebna im je samo pravo objave (ne sva prava)
- Autori ih često potpisuju, bez da su upoznati o posljedicama takvih ugovora
- Potpisom gube sva prava nad svojim djelima: imovinska prava, prava ponovnog korištenja i prava javne objave djela
- To se protivi zahtjevima mnogih financijera koji nalažu da znanstvene publikacije trebaju biti dostupne svima, bez embarga te pod određenom licencijom (npr. CC-BY)

COPYRIGHT TRANSFER AGREEMENT

Date:

Responsible Corresponding Author (the "Author") name:

Author email address:

Manuscript number:

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for publication in _____ (the "Journal")
published by _____ ("Wiley")

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Rights Retention Quiz



RRS Quiz!

2 → You plan to publish your paper in a subscription journal. If RRS is not in place, who do you think will own the copyright of the final version of your manuscript once it's been peer-reviewed and accepted for publication?

(a.k.a. the Author Accepted Manuscript)

- A** My funder, who provided funds to enable me to carry out my research.
- B** My institution, who provided my salary and the facilities to enable me to conduct my research.
- C** Me (and my co-authors), who undertook the original research, wrote up the findings and responded to peer reviewer suggestions.
- D** The publisher, who organised the peer review process, typeset the paper, published the work, and curates its long-term preservation.

OK



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The Author's Rights Quiz

How well do you know your rights as an author?

Let's find out!

press **Enter** ↵

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Organisations endorsing Plan S and working jointly on its implementation

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Part I: The Plan S Principles

"With effect from 2021*, all scholarly publications on the results from research funded by public or private grants provided by national, regional and international research councils and funding bodies, must be published in [Open Access Journals](#), on [Open Access Platforms](#), or made immediately available through Open Access Repositories without embargo."

*For funders agreeing after January 2020 to implement Plan S in their policies, the start date will be one year from that agreement.

In addition:

01 Authors or their institutions retain copyright to their publications. All publications must be published under an open license, preferably the Creative Commons Attribution license (CC BY), in order to fulfil the requirements defined by the [Berlin Declaration](#).

02 The Funders will develop robust criteria and requirements for the services that high-quality Open Access Journals, Open Access platforms, and Open Access repositories must provide;

03 In cases where high-quality Open Access journals or platforms do not yet exist, the Funders will, in a coordinated way, provide incentives to establish and support them when appropriate; support will also be provided for Open Access infrastructures where necessary;

04 Where applicable, Open Access publication fees are covered by the Funders or research institutions, not by individual researchers; it is acknowledged that all researchers should be able to publish their work Open Access;

05 The Funders support the diversity of business models for Open Access journals and platforms. When Open Access publication fees are applied, they must be commensurate with the publication services delivered and the structure of such [fees must be transparent](#) to inform the market and funders potential standardisation and capping of payments of fees;

06 The Funders encourage governments, universities, research organisations, libraries, academies, and learned societies to align their strategies, policies, and practices, notably to ensure transparency;

07 The above principles shall apply to all types of scholarly publications, but it is understood that the timeline to achieve Open Access for [monographs](#) and book chapters will be longer and requires a separate and due process;

08 The Funders do not support the 'hybrid' model of publishing. However, as a transitional pathway towards full Open Access within a clearly defined timeframe, and only as part of [transformative arrangements](#), Funders may contribute to financially supporting such arrangements;

09 The Funders will monitor compliance and sanction non-compliant beneficiaries/grantees;

10 The Funders commit that when assessing research outputs during funding decisions they will value the intrinsic merit of the work and not consider the publication channel, its impact factor (or other journal metrics), or the publisher.



Strategija zadržavanja prava



Temeljno načelo: sadržaj članka pripada autoru, on ga smije koristiti kako god želi na dobrobit drugih autora, institucija i društva općenito.

Strategija zadržavanja prava (RRS) autorima omogućava zadržavanje prava pri potpisivanju nakladničkog ugovora, i korištenje prava koje kao autori imaju nad svojim rukopisima, tj. njihovo ponovno korištenje, distribuciju, prijevod i pohranu verzije rada prihvaćenu za objavljivanje (engl. Author Accepted Manuscript - AAM) u repozitorij nakon objave rada s ciljem ostvarenja otvorenog pristupa.

Journal Checker Tool



Alat koji služi za provjeru je li određeni časopis usklađen sa zahtjevima financijera i politikom otvorenog pristupa institucije.

JOURNAL CHECKER TOOL

Which publishing options are supported by your funder's OA policy?

JOURNAL MY FUNDER MY INSTITUTION

By ISSN or title + By funder name + By ROR or name =

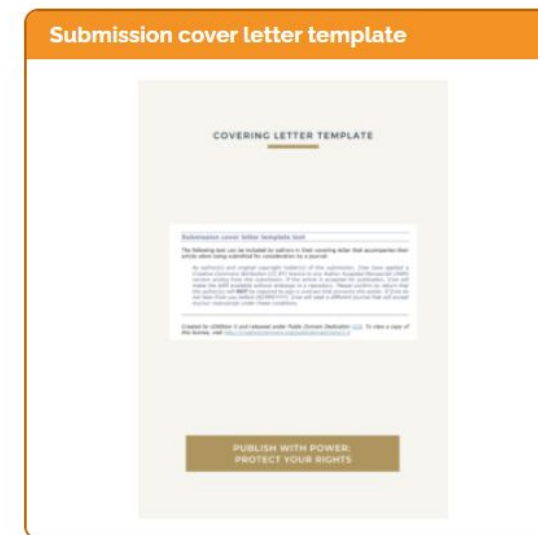
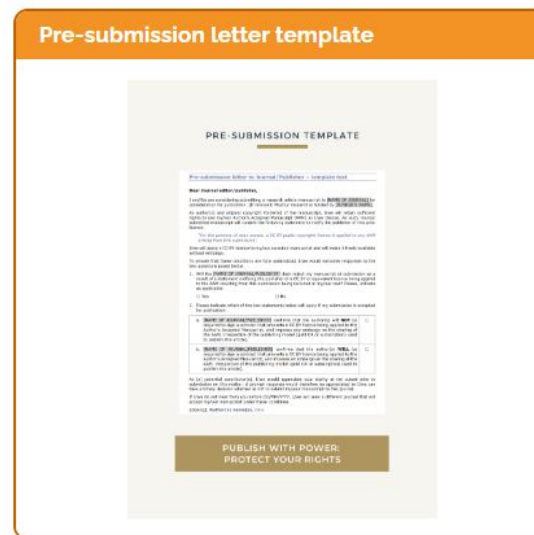
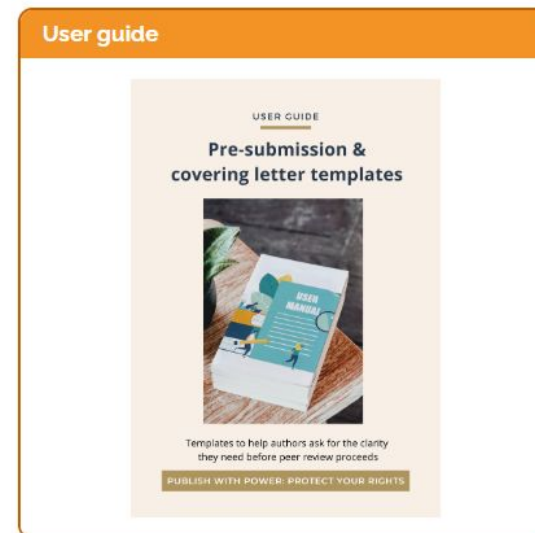
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<https://journalcheckertool.org/>

Coalition S predlošci



Kako bi saznali kakva je politika o autorskim pravima prije recenzijskog postupka, Coalition S nudi dva predloška, jedan koji se šalje prije predaje rada i jedan koji se prilaže uz rad prilikom predaje. Uz predloške, nalaze se i upute kako ih koristiti.



#RetainYourRights kampanja

Kampanja, s popratnim materijalima, za podizanje svijesti o pravima koje autori imaju



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Did you know that
when you write a paper,
you automatically hold
the copyright on it?
Why would you sign it away?

**Publish with Power.
Protect your Rights.**

#RetainYourRights



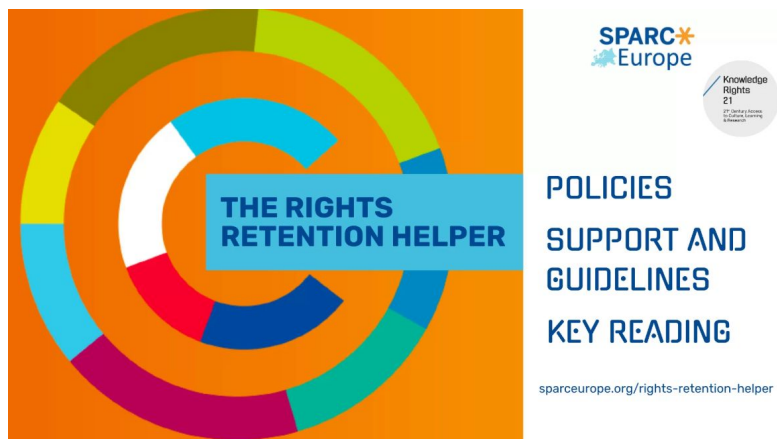
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The peer-reviewed Author
Accepted Manuscript
(AAM) is your intellectual
creation, your valuable
asset. Don't give it away.

**Publish with Power.
Protect your Rights.**

#RetainYourRights

Druge inicijative: SPARC Europe



The Knowledge Rights 21 Program kojeg predvodi Stichting IFLA Foundation Program u suradnji s IFLA-om, LIBER-om i SPARC-om Europe s ciljem poticanja promjena na Europskoj, nacionalnim i lokalnim razinama.



#RetainYourRights

The action to retain sufficient rights for academic works to make them immediately openly accessible and reusable.

The **RETAIN project** intends to **accelerate the uptake of rights retention policies** to empower authors and researchers by ensuring that they retain their rights to their work, **facilitating wider dissemination and access to knowledge and reusability** for the benefit of society, and advances science and education.

U okviru projekta Retain, kojeg vodi SPARC Europe, namjerava se povećati zastupljenost zadržanih prava i korištenja otvorenih licencija kako bi znanstvenici svoje radove mogli slobodno dijeliti. To će se ostvariti pozivima na promjenu politika izdavača, institucijskih politika i politika financijera te osnaživanjem i poticanjem autora da odbiju odreći se svog intelektualnog vlasništva.

[illegible]

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1. Complete the addendum at <http://www.arl.org/sparc/author/>.
2. Print a copy of the addendum and attach it to your publishing agreement.
3. Note in a cover letter to your publisher that you have included an addendum to the agreement.
4. Mail the addendum with your publishing agreement and a cover letter to your publisher.

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If your goal is simply to secure the right to deposit your article in NIH's PubMed Central, NIH suggests inserting the following language into the publisher's agreement:

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1. THIS ADDENDUM hereby modifies and supplements the attached Publication Agreement concerning the following Article:

(manuscript title)

(journal name)

2. The parties to the Publication Agreement as modified and supplemented by this Addendum are:

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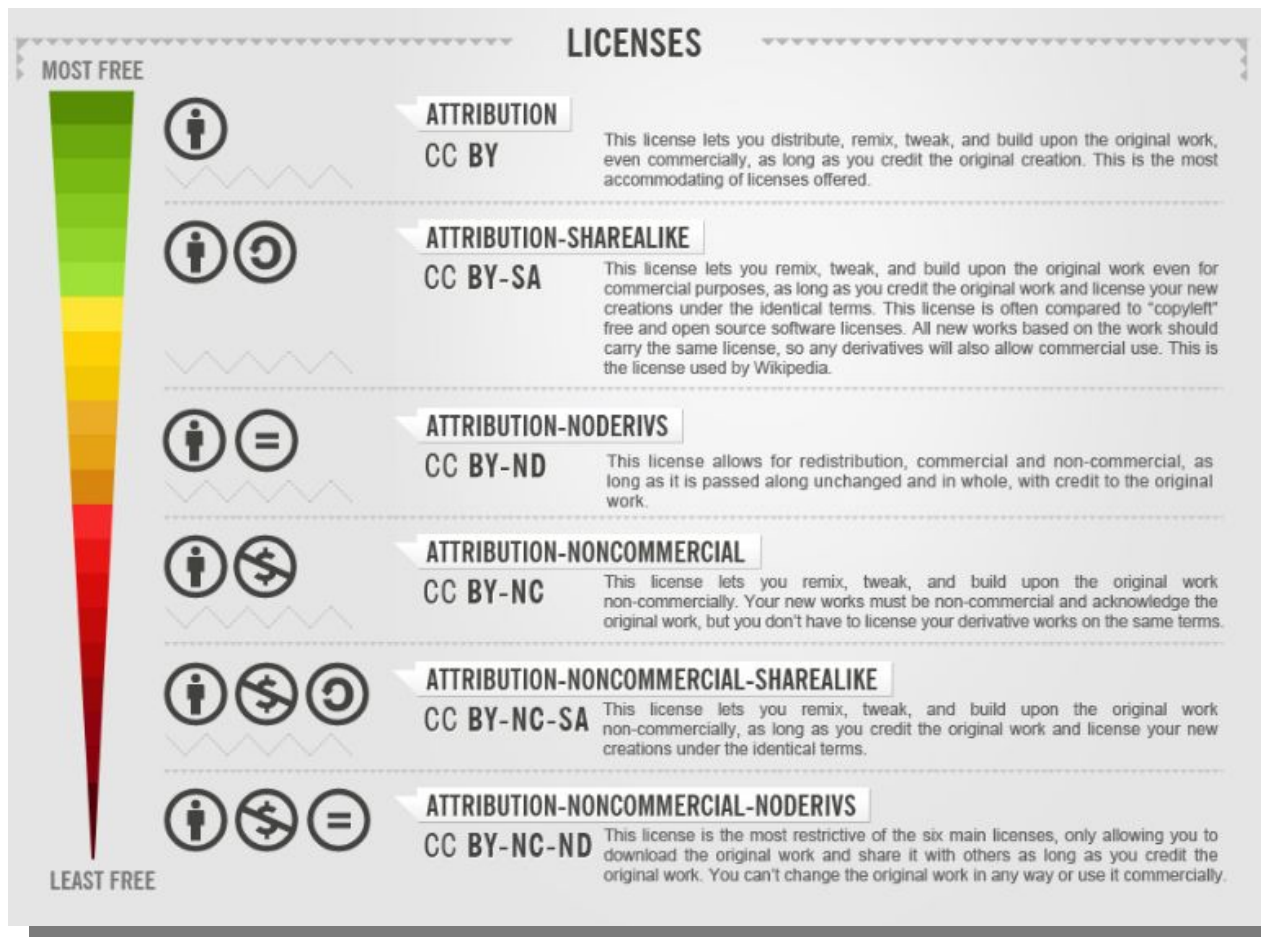
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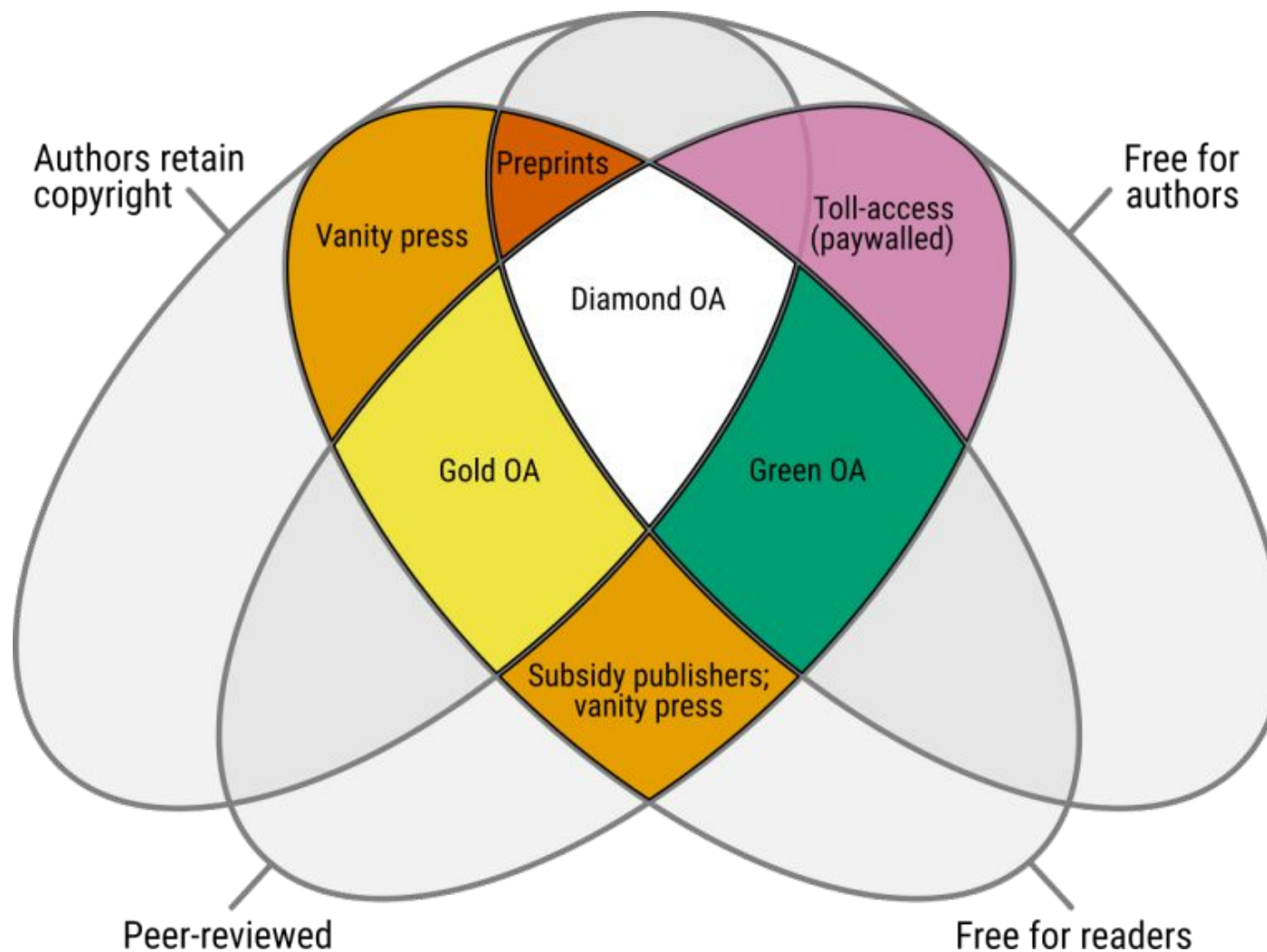
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- Glavni financijeri (npr. Europska komisija) zahtijevaju da financirane publikacije budu podijeljene uz licenciju priznanja autorstva (CC-BY)
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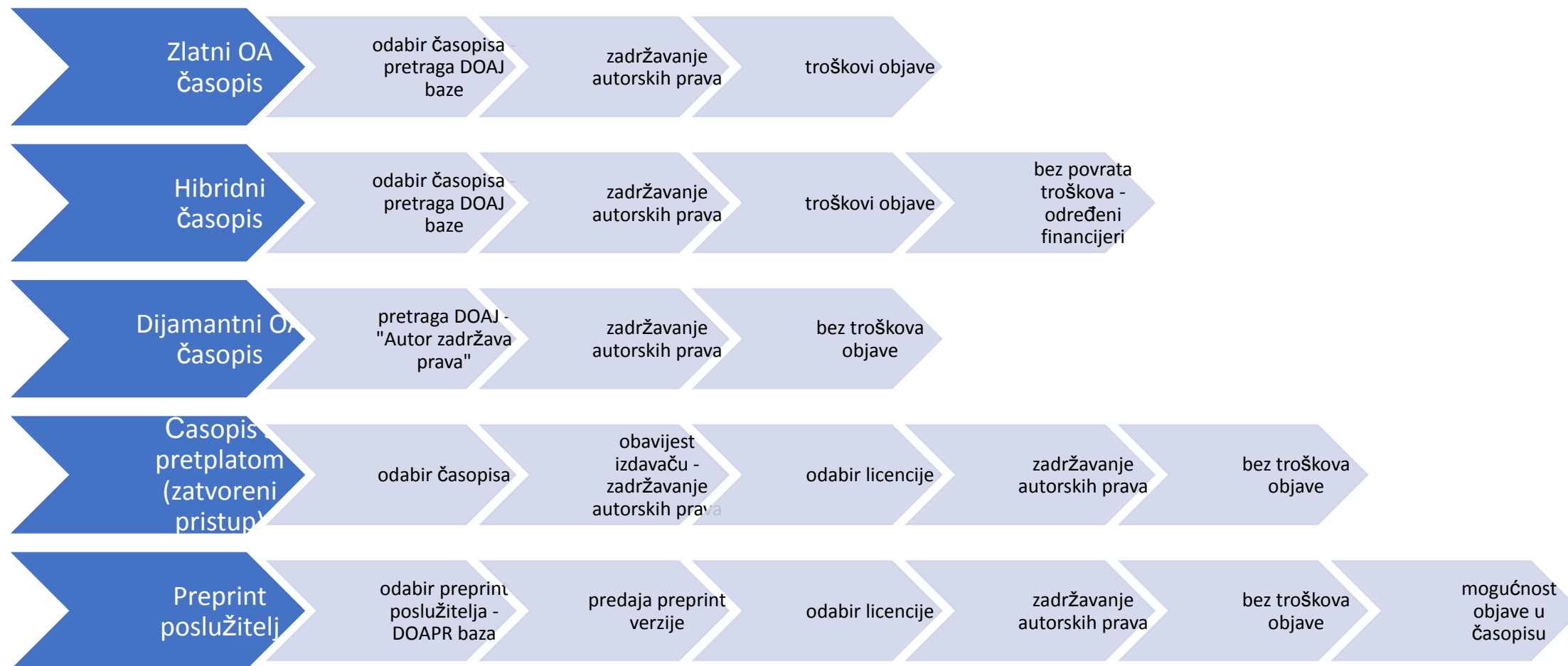


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Putevi otvorenog pristupa



Putevi za objavljivanje i zadržavanje autorskih prava



Zadržavanje prava u časopisima sa “zlatnim” pristupom



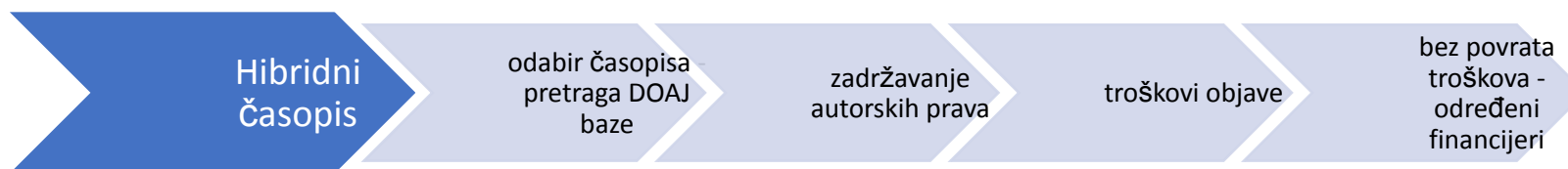
- Objavljivanje u časopisima sa “zlatnim” pristupom ne zahtijeva prijenos autorskih prava; često potrebno platiti visoke troškove objave
- Iako se čini jednostavnim načinom zadržavanja prava, potrebno je uvijek pažljivo proučiti ugovor o objavljivanju i u potpunosti razumjeti njegove posljedice
- Zabilježene nepravilnosti kod nekih izdavača
- <https://www.coalition-s.org/blog/exclusive-licence-to-publish-now-heres-a-thing/>



Hibridni časopis



- Hibridni časopisi su časopisi s pretplatom koji imaju opciju plaćanja za objavu u otvorenom pristupu
- Istraživanja pokazuju da su naknade za objavu u hibridnim časopisima više nego u zlatnim OA časopisima
- Kao i u zlatnim OA časopisima, nema prijenosa autorskih prava
- Neki financijeri ne prihvaćaju ovaj model niti smatraju prihvatljivim troškom (npr. Obzor Europa)
- Pojedine institucije potpisale su “transformativne ugovore” s izdavačima - kombiniraju trošak pretplate i naknadu za otvoreni pristup. Provjerite u instituciji je li potpisan takav ugovor s izdavačem.

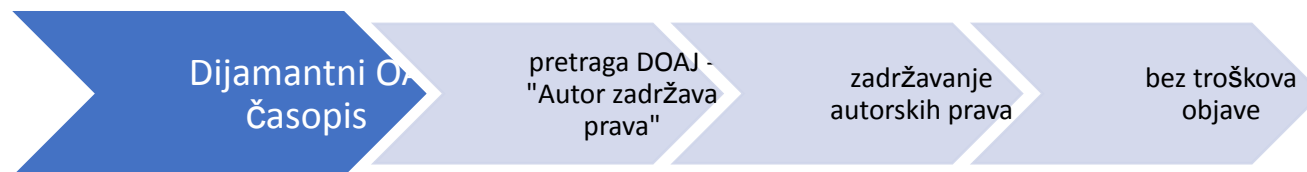
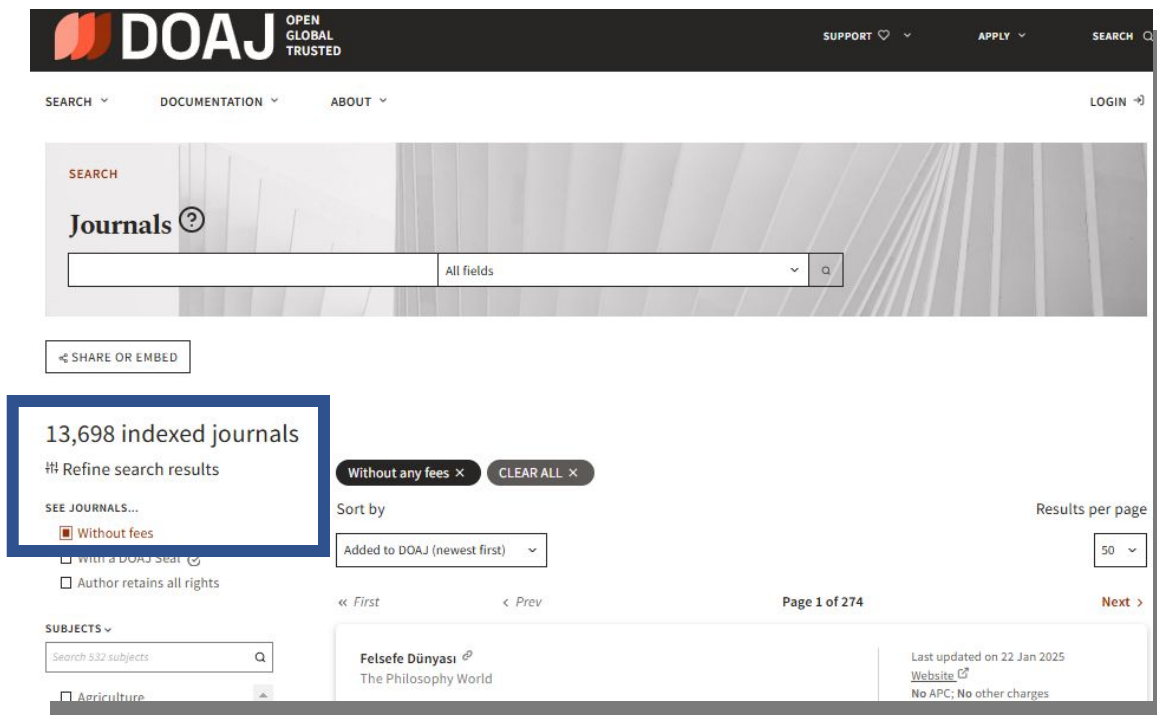


Zadržavanje prava u “dijamantnim” časopisima



Dijamantni otvoreni časopis slični su zlatnim OA časopisima, ali ne naplaćuju APC naknadu.

Za pronalazak dijamantnih časopisa koji omogućuju zadržavanje prava, pretražite DOAJ bazu uz filter “Autor zadržava prava” i “Bez troškova objave”.



Zadržavanje prava u časopisima s pretplatom

- Objavljivanje u časopisu s pretplatom (zatvoreni pristup) uz zadržavanje prava može biti teško, ali nije nemoguće!
- Pošaljite pismo uredniku prije predaje rada, navodeći svoju namjeru zadržavanja prava na verziju prihvaćenu za objavljivanje – [predložak pisma](#) inicijative Coalition S
- Prilikom predaje članka, autori dodjeljuju Creative Commons Attribution (CC-BY) licenciju verziji prihvaćenoj za objavu
- Nakon predaje, autori pohranjuju članak u repozitorij otvorenog pristupa, bez embarga

Pre-submission letter to Journal/Publisher – template text

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I am/We are considering submitting a research article manuscript to [NAME OF JOURNAL] for consideration for publication. [If relevant: My/Our research is funded by [FUNDER'S NAME].

As author(s) and original copyright holder(s) of the manuscript, I/we will retain sufficient rights to use my/our Author's Accepted Manuscript (AAM) as I/we choose. As such, my/our submitted manuscript will contain the following statement to notify the publisher of this prior licence:

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I/we will apply a CC BY licence to my/our accepted manuscript and will make it freely available without embargo.

To ensure that these conditions are fully understood, I/we would welcome responses to the two questions posed below.

1. Will the [NAME OF JOURNAL/PUBLISHER] desk reject my manuscript at submission as a result of a statement notifying the publisher of a CC BY or equivalent licence being applied to the AAM resulting from this submission being included in my/our text? Please, indicate as applicable:

☐ Yes

☐ No

2. Please indicate which of the two statements below will apply if my submission is accepted for publication:

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As (a) potential contributor(s), I/we would appreciate your clarity at the outset prior to submission on this matter. A prompt response would therefore be appreciated so I/we can take a timely decision whether or not to submit my/our manuscript to this journal.

If I/we do not hear from you before DD/MM/YYYY, I/we will seek a different journal that will accept my/our manuscript under these conditions.

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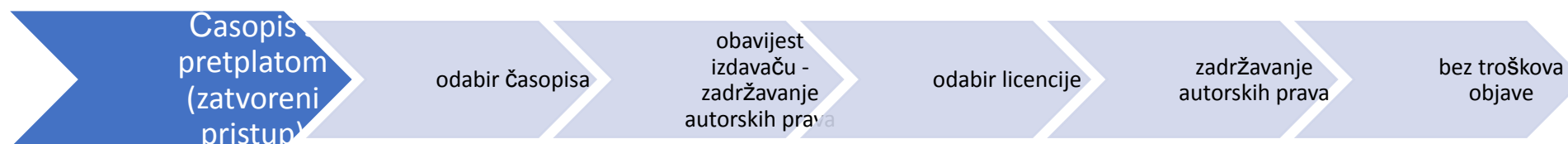
Submission cover letter template text

The following text can be included by authors in their covering letter that accompanies their article when being submitted for consideration by a journal:

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Mogući prigovori izdavača



Mnogi izdavači ne prihvataju strategiju zadržavanja prava. Zabilježene su sljedeće situacije:

- Radovi odbijeni prije recenzentskog postupka (engl. desk rejection)
- Radovi načelno prihvaćeni, s naknadnim uvjetovanjem embarga na verziju prihvaćenu za objavljivanje (u ovom slučaju, vaša CC-BY licencija ima pravnu prednost pred ograničenjima izdavača)
- Plaćanje troškova za obradu članka prije slanja rada na recenziju
- Radovi preusmjereni u drugi časopis koji zahtijeva plaćanje troškova za obradu članka.

Signatories publish statement on Rights Retention Strategy

3rd February 2021

Each of the undersigned publishers and societies have long been committed to Open Research and the broadening of Open Access options for researchers. They offer a wide variety of paths to Open Access, including Open Access journals, hybrid journal options, article self-archiving, and transformative (including Read & Publish) deals. The signatories to this statement are innovating and experimenting with flexible and sustainable mechanisms for authors to make their works as widely available as possible, whilst maintaining the highest standards of quality and integrity, discoverability and usability.

As of January 2021, a group of private funding agencies and European governmental funding agencies called "cOAlition S" has begun implementing a set of principles designed to ensure that all scholarly publications resulting from their funding are published in Open Access Journals, on Open Access Platforms, or made immediately available through Open Access Repositories without embargo.

The undersigned share with cOAlition S the goal to expand Open Research and are committed to supporting cOAlition S-funded researchers through the various paths provided for Open Access. However, we are unable to support one route to compliance offered by Plan S, the "Rights Retention Strategy", in its current form. The Rights Retention Strategy provides a challenge to the vital income that is necessary to fund the resources, time, and effort to provide not only the many checks, corrections, and editorial inputs required but also the management and support of a rigorous peer review process, a process that is of fundamental value and is essential to the verification of results.

Primer on the Rights Retention Strategy, <https://doi.org/10.5281/zenodo.4668132>

Zadržavanje prava na preprint poslužiteljima





Research and Innovation

Open Research Europe

Directory of Open Access Preprint Repositories

Home Repositories Functions Disciplines Integrated Services Feedback

Repositories

General Properties

By Function

Support for Open Science

Name	Status	Description
AAS Open Research	Open	AAS Open Research is a platform for rapid publication and open peer review for researchers supported by the AAS and programs supported through its funding platform, AESA.
Advance (Sage preprint)	Open	Advance: a SAGE preprints community allows researchers within the fields of humanities and social sciences to post their work online and free of charge.
AfricArXiv	Open	AfricArXiv is a community-led digital archive for African research, working towards building an African-owned open scholarly repository; a knowledge commons of African scholarly works to catalyze the African Renaissance.
AgEcon Search	Open	AgEcon Search is a free-to-use Web site that contains the full text of working papers, conference papers and journal articles in applied economics, including the subtopics of agricultural, consumer, energy, environmental, and resource economics.
AgriRxiv	Open	agriRxiv (pronounced 'agri-archive') is a free, open access source of unpublished preprints across the agricultural sciences.
AMRC Open Research	Open	A platform for rapid author-led publication and open peer review of research funded by AMRC member charities
APSA Preprints	Open	Early research outputs in political science and related disciplines
Arabixiv	Closed to Submission Only	The Arabic multidisciplinary preprint server for science.
ARPHA Preprints	Open	The submission systems limited to the participating ARPHA journals
ART-Dok	Open	ART-Dok is the full-text server of the Specialised Information Service for Art, Photography and Design, arthistoricum.net and is made available by Heidelberg University Library. It offers members of the academic community worldwide the opportunity to publish their texts in electronic format on the internet at no charge.
arXiv	Open	arXiv is a free distribution service and an open-access archive for 1,871,031 scholarly articles in the fields of physics, mathematics, computer science, quantitative biology, quantitative finance, statistics, electrical engineering and systems science, and economics. Materials on this site are not peer-reviewed by arXiv.

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Preprint poslužitelji omogućuju brzo dijeljenje istraživanja uz zadržavanje prava

Koristite Directory of OA Preprint Repositories za pronalazak preprint repozitorija u svom području

Open Research Europe, platforma Europske komisije, funkcioniira slično preprint poslužiteljima



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poslužitelja -
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preprint
verzije

odabir
licencije

zadržavanje
autorskih
prava

bez troškova
objave

moгућnost
objave u
časopisu

Institucijska podrška za zadržavanje prava

- Mnoge institucije u ugovore o radu uključuju klauzule o intelektualnom vlasništvu, prema kojima automatski polažu prava na istraživanja provedena u sklopu zaposlenja
- Važno je pregledati ugovor i politike institucije o intelektualnom vlasništvu - tko polaže prava na vaš rad?
- Trenutno mnoge javne institucije razvijaju politike otvorene znanosti, usklađene s principima otvorenog pristupa, koje omogućuju autorima zadržavanje autorskih prava na publikacije
- Neke od postojećih [RRS institucijskih politika](#)



Governance

LSE THE LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE

LSE Intellectual Property Policy

Academic

LSE THE LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE

LSE Open Access Publications Policy

LSE supports the freedom of authors to choose the most appropriate place in which to publish research outputs and acknowledges that LSE staff, students and visitors own the copyright in their scholarly works created in the course of their employment or studies. It encourages researchers to ensure quality and impact when selecting where to publish and use dissemination channels which maximize knowledge exchange and impact.

Introduction

Open Access (OA), making peer-reviewed outputs of scholarly research freely available online, is a publishing model which supports the widest possible dissemination of research outputs. This increases the opportunities for LSE research to make societal and academic impact.

Open Access is mandated by most major research funders, including UKRI, and is a requirement for outputs being submitted to the REF (Research Excellence Framework). Funder policies increasingly require outputs to be made OA immediately, or with very short embargo periods, which require an updated approach. LSE therefore adopts the policy below.

Scope

The policy applies to all LSE staff, as defined in the [LSE Intellectual Property Policy](#), and postgraduate research students. It does not apply to visitors to LSE, although they are strongly encouraged to make their research openly accessible where possible.

The policy applies to all peer-reviewed research outputs including journal articles and conference papers in a publication with an ISSN, monographs, book chapters, scholarly editions and edited collections. Researchers are strongly encouraged to make working papers, preprints, reports and other research publications openly available but they are out of scope of this policy.

1

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and Open Licensing?



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It's the default situation of a work indicating the author retains all exploitation rights over his work, and anyone needs to ask him for reusing it except for uses stated as limitations, exceptions or fair use, according to the applicable copyright law. It's the default situation in the absence of the legal notice or terms of use.

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The document where the original copyright holder grants any or all the rights over a work to a person or entity that then become the new holder.

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The right to make the work publicly available without the need to distribute physical copies.

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The action to retain sufficient rights for academic works to enable them to be openly accessible and reusable preferably immediately.

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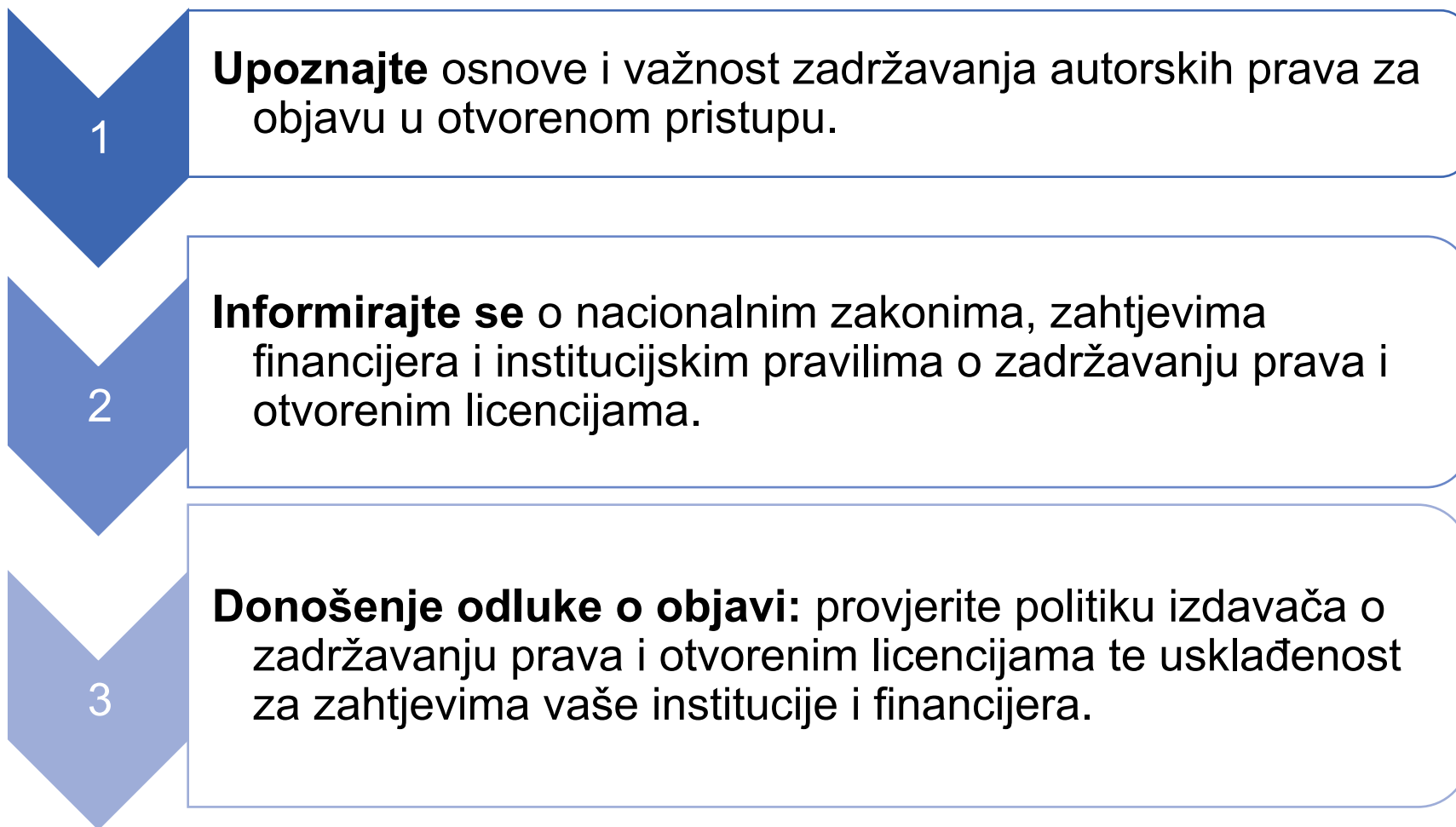
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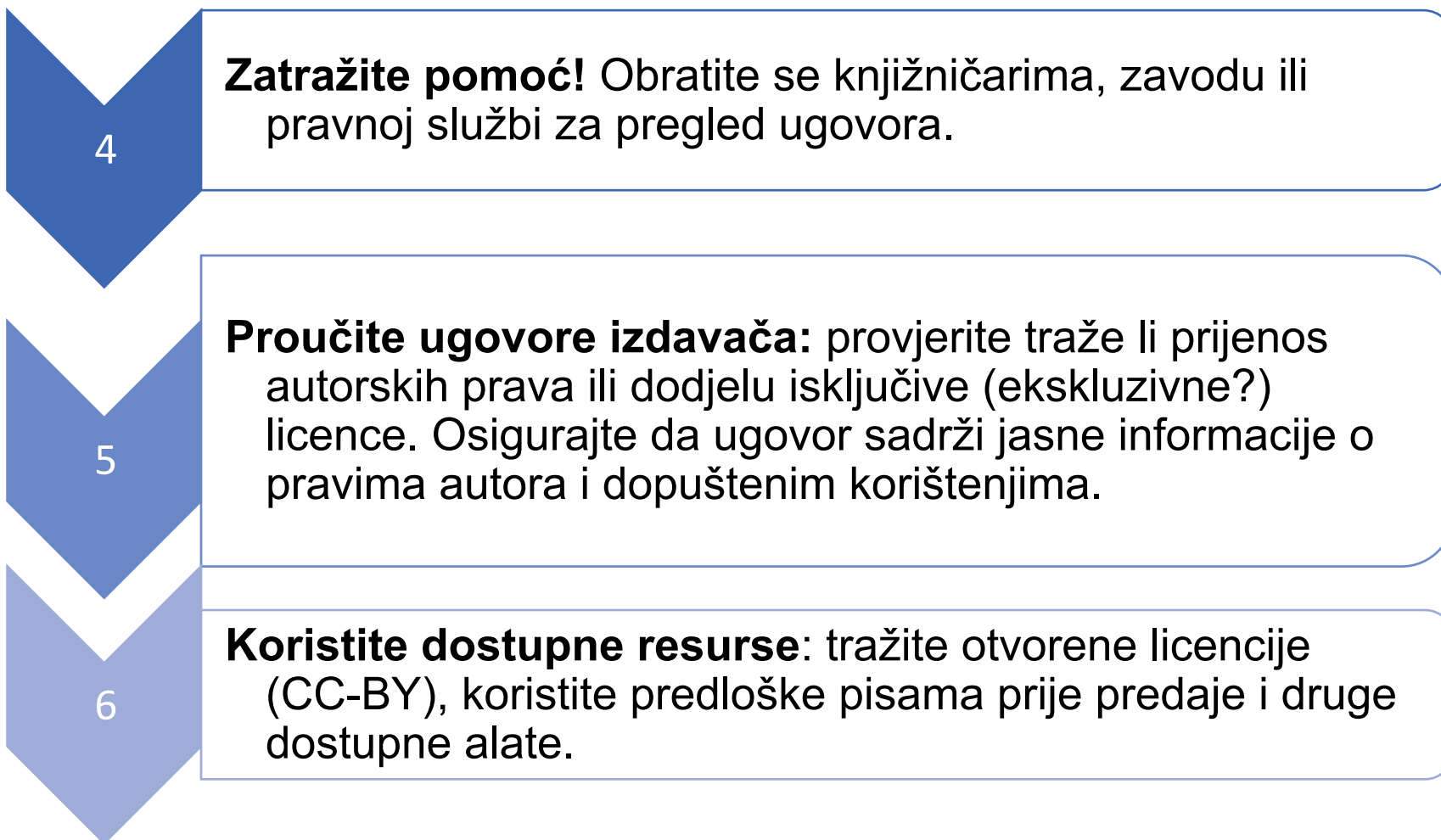
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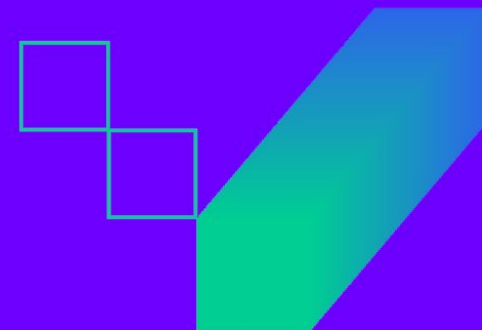
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Checklist: odabir časopisa



Checklist: predaja rada





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