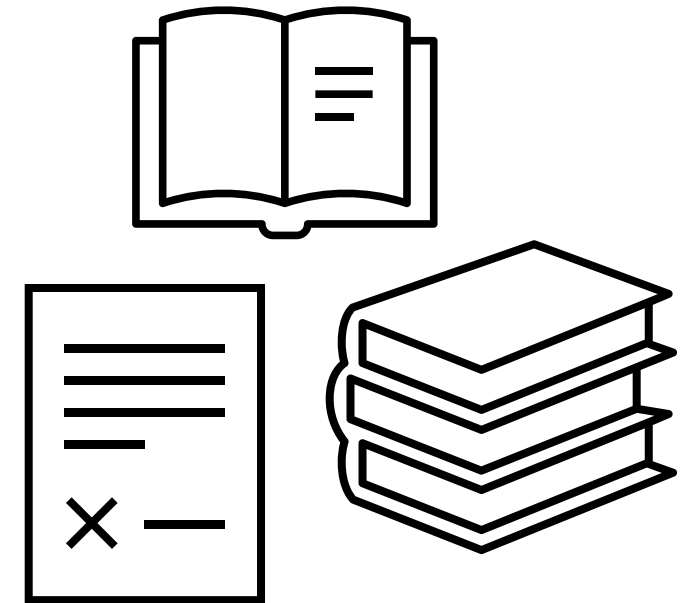


Publishing contracts and Open Access

A navigation guide for researchers (Version 1)



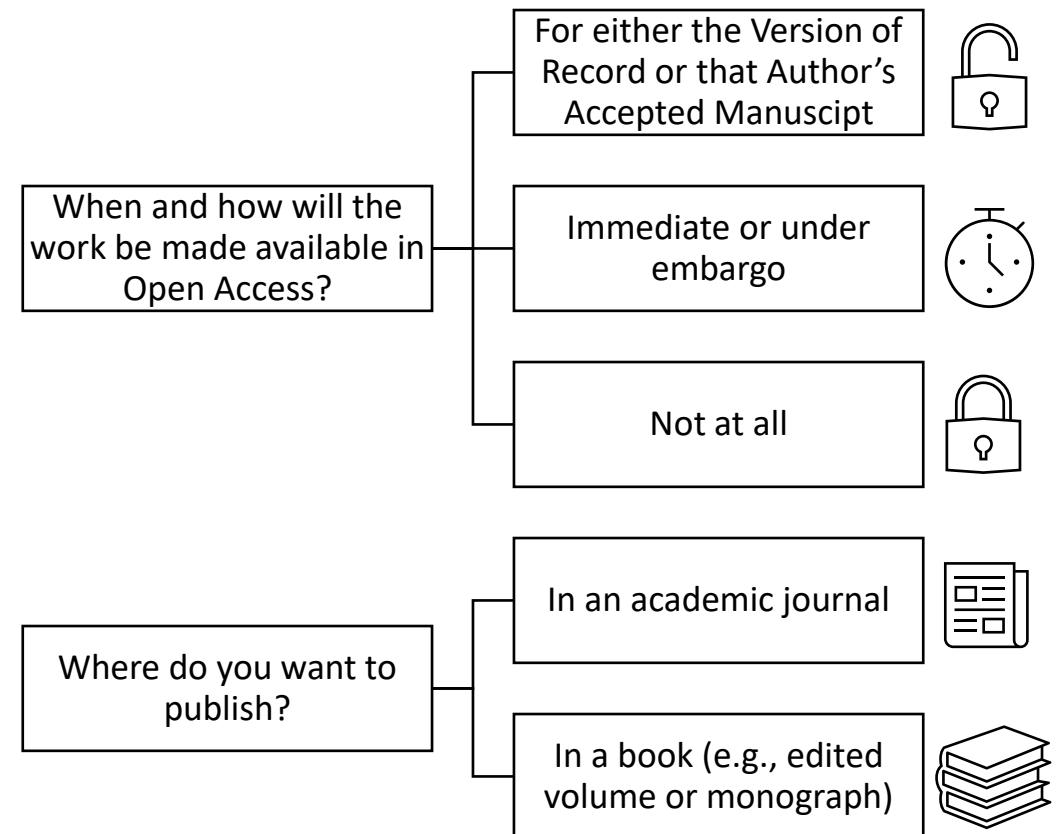
Knowing your basics

When publishing your work with a publisher, you will have to sign a legal agreement

This guide is intended to help you identify and navigate some common questions with these publishing agreements.

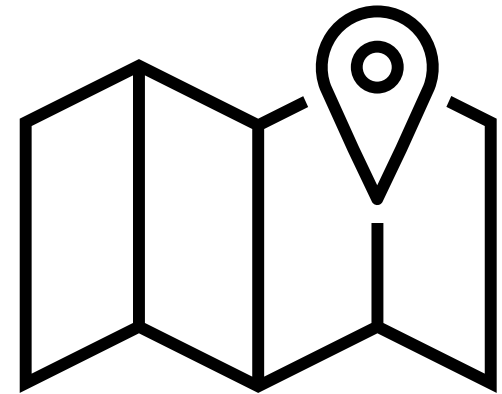
This is especially important when aiming to publish your work in Open Access. Your university and / or research funder might also have a specific policy that requires you to pick a certain pathway. And different kinds of works may require different arrangements.

If you are unsure about the requirements that apply to your work, consult with your local library or Open Access advisor.



Issues to look out for ...

... to make sure your publishing contract enables Open Access.



Getting started

What requirements do you have from your funder or institution?

Many funders and universities require you publish your work in Open Access. Check the specific requirements that apply to you, whether an embargo is allowed, whether a specific license is required.

Do you possess all the rights needed to sign a publishing agreement?

Oftentimes publishing a manuscript does not depend on a single author. Make sure to have consent of your co-authors to submit a manuscript.

If you use protected elements in your text from third-parties (e.g., original texts, photos, illustrations), make sure that you have the rights to reproduce them in a publication.

Do you have an example of the license or contract you will be asked to sign?

Many publishers have information about their standard agreements on their website, as well as publication costs such as APCs. If not, ask the publisher to transmit the license you will be asked to sign, and to inform you of any fees which will be levied, at the point of submission or acceptance of the manuscript.

Does the publisher obtain exclusive rights on your text?

Beware of transferring your copyright or giving exclusive rights to the publisher. It implies that the decision to republish (even part of) the work is no longer in your hands. This may conflict with funders requirements and limit the ability to share your work in the required Open Access format. Even Open Access contracts may contain exclusivity statements!

In several countries (BE, FR, ES, DE, IT, NL) you have the [right to share copies of your manuscript via a repository](#), no matter what is mentioned in the publishing contract. This usually requires an embargo period.

For books only available in print, exclusive licenses are more common, but even with Open Book publishers you should still check which rights you transfer.

Are you giving away rights to prepare derivative works to the publisher?

What rights do you want the user to have?

Is the publisher allowed to alter or adapt your work? Do you agree? Will the publisher first need to submit the modifications and derivative works to you?

With Open Access contracts you may have to choose a license, often a Creative Commons license (<https://creativecommons.org/>). Think ahead of how you want others to use your work. Can anyone copy and distribute, make derivatives, may that be for commercial purposes or not? Please note that funders may impose a certain type of license.

Preprints and rights retention

What is the preprint and/or self-archiving policy of the publisher or the journal?

Some publishers or journals may limit releasing preprints or self-archiving the article before your work is published. Look up these terms in the publishing agreement or Author Guidelines. Self-archiving policies of manuscripts and articles of many publishers and journals are available in Sherpa Romeo (<https://v2.sherpa.ac.uk/romeo/>).

Can you include a rights retention clause with your submission?

Rights retention is an approach in which the author applies a CC-BY license to the Author Accepted Manuscript (AAM) accepted for publication. You can do this using the templates prepared by cOAlition S: <https://www.coalition-s.org/resources/rights-retention-strategy/>. As using this approach must be announced at the moment of submission, it may cause desk rejection with certain publishers.

Costs and services

Does the publisher charge APCs (article processing charges) or other charges (page, color charges)?

Do you consider the costs reasonable for their services?

Many, but not all, Open Access journals will ask you to pay an Article Processing Charge. These can range from several hundred to several thousand Euro. Some publishers break down their costs and prices on their website. For some journals and publishers, your library may have further information via the Plan S Journal Comparison Service (<https://journalcheckertool.org/jcs/>). The Directory of Open Access Journals (<https://doaj.org/>) contains information about journals entirely *without APCs*.

In some EUTOPIA countries, national contracts with publishers will facilitate publishing in their Open Access journals (France, Spain, the United Kingdom, Slovenia, Italy, Sweden, and Portugal). More specific information will be available via your library.

In the case of an Open Access Book Publisher, you may need to pay Monograph or Book Publishing Charges (BPCS). These can be significant (around 6500€ on average) and may depend on several factors (pages, images, ...). Make a forecast in advance what the actual cost will be and compare the services of publishers. Once the publishing process is underway, it's hard to change!

Other contract terms

Does the contract guarantee the availability of the publication?

E.g., a minimum number of copies, available on the publisher's website, print on demand etc.

Does the contract specify within which period your work will be published?

It can be frustrating if it takes a long time to go ahead with the publication.

Will you receive royalties?

It should be clear if you will receive royalties for sales of your work. This mostly concerns sales of books.

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