Acceptance of the JISC/SURF Licence to Publish & accompanying Principles by traditional publishers of journals

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Management Survey

In 2006, JISC and SURF drafted several Principles and a model Licence to Publish in order to persuade traditional publishers of journals to move in the direction of Open Access objectives. According to these Principles:

1. the author merely issues a licence to publish instead of transferring his/her copyright.
2. the author may freely deposit the publisher-generated PDF files of his/her article in an institutional repository, with an embargo of no longer than 6 months.

To set an example, a model Licence to Publish (hereafter: LtP) was drawn up as well. Yet, using the LtP is not a necessary requirement for meeting the – more important – Open Access objectives of the Principles.

This report presents the results of an enquiry by e-mail among 47 traditional publishers of journals. They were asked whether they would support the Principles and/or the LtP, which had first been explained to them. Two Open Access publishers were also asked for a reaction merely out of interest, since they do not belong to the target group. (which is described in paragraph 2.1).

The results showed that a substantial group of one-third of the contacted publishers conforms to the first aspect of the Principles; they make use of a licence to publish instead of a copyright transfer. Furthermore, the same number of publishers (16) already has a repository policy in place which is compatible with the Principles. Moreover, 7 publishers conform to both aspects and thus they endorse all the Principles. The support for the model LtP developed by SURF and JISC, however was low; no publisher did as yet endorse it.

Thus, already a promising amount of publishers currently support some or all of the Principles. Moreover, several publishers pointed out that their policies *at present* do not conform to the Principles, thus implying that things may well change in the future. Indeed, two publishers did already exchange their copyright transfer agreement for a licence to publish. Interestingly, another publisher is revising his policies at this very moment and replied that the Principles & LtP were encouraging and provided him with useful model wording. Other publishers answered that they are presently considering to introduce a repository policy. Apparently, the positions of several publishers are evolving at this very moment. Policy making in the publishing field is indeed an ongoing process. Therefore, it cannot be stressed enough that the results of this enquiry only apply to a specific *momentum*, namely August/September 2007.

Several recommendations may be made for subsequent actions:

- the publishers' support for (some of) the Principles may be added to the Sherpa/Romeo website
- a list of licences to publish which are compatible with the Principles & LtP may be added as well
- contacts with the publishers should be maintained to influence their policy choices
- a promotion campaign is needed to raise awareness about the Principles & LtP among authors, so that they can make a difference with publishers.

All in all, the enquiry showed that at present the Principles receive more support than the LtP. This is encouraging since meeting the Principles ensures that publishers endorse the Open Access objectives, whereas using the LtP is not a necessary requirement for this.

Moreover, the enquiry has evidently triggered the publishers to think about their own copyright and repository policies, and raised their awareness that they need to make choices which will address the authors' needs. A pleasant surprise is that a substantial amount of publishers replied that they will indeed consider these issues and are prepared to take the objectives of the Principles & LtP into account in their future choices. At this very moment, several traditional publishers are in the process of revising their policies. Therefore, now is an excellent time and opportunity for SURF to direct efforts at further promoting the Principles & LtP.

1. Introduction

1.1 Background to the Principles & Licence to Publish

Academic information and research data that is generated by scholars should be freely accessible for the general public, especially when public money has paid for the research and data collection. While several publishers experiment with hybrid journals,[1] a growing number of publishers and journals already support the principle of complete Open Access.[2] This is in line with the Zwolle Principles of 2002, whose objective is 'to assist stakeholders – including authors, publishers, librarians, universities and the public – to achieve maximum access to scholarship without compromising quality or academic freedom and without denying aspects of costs and rewards involved.'[3]

However, not all publishers endorse this Open Access initiative. For those publishers JISC (the Joint Information Systems Committee, United Kingdom) and the SURFfoundation (the Netherlands) joined forces in November 2006 to formulate several Principles and a model Licence to Publish (hereafter: LtP).[4] The two main goals of these Principles & LtP are:

1. the author retains copyright in his/her work, while granting the publisher the rights needed to publish the work. Thus, a publishing agreement is reached which contains a reasonable balance of rights between author and publisher. For this, the LtP may serve as an example.
2. the Principles & LtP enable free public access in the spirit of the Zwolle Principles. They reserve to the author the right to deposit his/her article in its final, publisher-generated version (PDF-format) into an institutional repository, with an embargo of 6 months maximum.

Currently, SURFfoundation tries to encourage authors and publishers to put the Principles & LtP into use. For this, translations in German, French, Spanish and Portuguese are either completed or prepared. Furthermore, in June 2007, SURFfoundation expressed a wish to collect information on the willingness of publishers of academic journals to accept the LtP and/or the Principles. The results of this survey are described in this report.

It should be stressed that the results concern the *status quo* in August/September 2007. Therefore, this report can only give a random indication of the publishing field since this is in a constant state of flux.

1.2 Contacted publishers

It was decided to contact a total of 47 publishers, 35 of which are listed as 'green publishers' on the Sherpa/Romeo website,[5] while the other 12 are not. However, based on

[1] Their journals still require a subscription but after the author pays a supplement his/her article is made freely available to the public.
[2] Such as the Public Library of Science or BioMed Central. Also see http://www.doaj.org/.
[3] See <http://copyright.surf.nl/copyright/zwolle_principles.php>.
[4] See <http://copyrighttoolbox.surf.nl/copyrighttoolbox/authors/licence/> and <http://www.jisc.ac.uk/news/stories/2006/10/news_model_surf.aspx>.
[5] <http://www.sherpa.ac.uk/projects/sherparomeo.html>. Green publishers allow the author of an article to archive both preprints and postprints.

earlier experience, these 12 were expected to be open to the goals of the LtP and/or its Principles. Nine of these 12 are qualified as 'blue publishers' on the Sherpa/Romeo site,[6] while 1 is labeled 'yellow' and 2 are labeled 'white'. These last three[7] have been added as, at first sight, they seemed promising because they offer an Open Access option which includes the possibility to put a published article in a repository. However, a further study showed that they offer this option only against payment, which is against the Principles.

On the other hand, the large group of green and blue publishers on the Sherpa/Romeo website permits the author to archive post prints on his personal website or that of his university without payment. The difference between green and blue publishers is that the green ones allow this for both pre prints and post prints, while the blue category allows this for post prints only. A post print is an article in the form accepted for publication in which the author has incorporated the outcome of the peer review.[8] To resume: both green and blue publishers permit the author to archive post prints on his personal website or that of his university.[9] This survey on the LtP & Principles will explore whether these green and blue publishers:

- also allow a post print to be deposited in institutional repositories (with or without an embargo), and
- whether this post print may have the form of the final publisher-generated PDF.

The complete list of the contacted publishers can be found in Appendix 5. Their residence is: US: 27, UK: 13, continental Europe (France, Greece, the Netherlands, Spain and Turkey): 5, India: 1, Australia: 1.

1.3 Working method

All 47 publishers received an e-mail with an enclosed letter (on SURF stationery in PDF format) requesting endorsement of the LtP and/or its Principles, signed by prof. dr. Wim Liebrand, the director of SURFfoundation. Two different letters were used, one for the publishers already on the green list by Sherpa/Romeo, and another for the publishers not yet listed as such. These letters can be found in Appendices 6 and 7. The e-mail also contained the LtP and its accompanying Principles. It was widely distributed to the persons responsible for publishing the journals (publishing director, publishing manager, editor) and to those responsible for copyright agreements and licensing for reuse. Their e-mail addresses were mostly collected from the websites of the publishers.

The message urgently requested recipients to reply before 31 August 2007. After two reminders (on 27 August and 5 September 2007), the response resulted in 22 reactions. These publishers all received a short reply, either merely thanking them for

[6] To complicate things further: the total list of 47 publishers contains a selection of 32 'dark green publishers' (a category unknown to Sherpa/Romeo, but partly overlapping its green category) prepared earlier by Twente University, which is supplemented by another 15 publishers from the Sherpa/Romeo list (12 of which are green, 1 blue, 1 yellow, and 1 white).

[7] Oxford University Press, the Society for General Microbiology and the Society for Endocrinology respectively.

[8] See Wilma Mossink's text at http://www.lboro.ac.uk/departments/dis/disresearch/poc/pages/pub-listingrights.html.

[9] See the Sherpa/Romeo website for the detailed policy of the different green and blue publishers.

their reaction in case they could not accept the Principles & LtP, or thanking them and applauding the aspects of their policy which meet the Principles.

Moreover, 5 publishers replied without answering to our question: three e-mailed that our letter was forwarded to the appropriate persons,[10] while one replied that he feared he could not answer within the deadline because we raised serious issues which needed a detailed response (all three did not answer before 30 September).[11] One American publisher asked what other US-based publishers participated.[12] We provided names of several US publishers who do not require copyright transfer and allow publisher-generated post prints to be put in repositories. He replied (on 27 August) that these mainly seemed science publications whereas his is a humanities periodical, but that his board would give the matter consideration over the next month (no answer came before 30 September). All 5 publishers have been put in the table listing the publishers who did not respond (Appendix 2).

2. Results of the enquiry

2.1 Introduction

The information collected in this report stems from the received e-mail replies and the websites of the publishers. Often, the responding publishers in their reply referred to the copyright policy and contracts on their website. Fortunately, such information could in many cases also be found on the websites of the publishers who did not respond. Still, information on the repository policy was sometimes lacking.

The two main characteristics of both the Principles & LtP are:

1. *The author does not transfer his copyright in the article to the publisher but grants a licence to publish. The LtP of JISC/SURF may serve as a preferred model agreement.*
2. *The author is allowed to deposit the final version of his/her article in a publicly and freely accessible repository maintained by his/her institution, with an embargo of 6 months maximum.*

Both aspects are independent: putting an article in a repository is not exclusively enabled by a licence to publish, but a publisher may permit this in case of a copyright transfer as well. The opposite is true as well: a publisher may use a (broad) licence to publish and not permit the author to put his article in a repository.

The compatibility of these two aspects with the publishers' policies are separately discussed in paragraphs 2.2 and 2.3, while the answers of the 22 responding publishers are grouped in paragraph 2.4.

[10] American Anthropological Association, American Astronomical Society, CAB International Publishing.
[11] Society for Endocrinology.
[12] American Association of Australian Literary Studies.

2.2 Acceptance of the Principles

2.2.1 Repository policy

The Principles' rules on repositories[13] are accepted by many publishers. Indeed, this is why 8 out of the 22 responding publishers answered that they believe their policy conforms to at least some aspects of the Principles. With regard to repositories, the Principles stipulate that an author may put the publisher-generated PDF files of his/her article in a repository, with an embargo of maximum 6 months.

Among all 47 contacted publishers, there are 38 that have a repository policy. Of these 38, 16 have a repository policy which is compatible with the Principles. This means that one-third of all contacted publishers comply with the Principles in this respect, which is a considerable group. The non-complying publishers either have an embargo that lasts too long, or do not permit PDF files (or even authors' manuscripts) to be put in repositories, or only against payment by the author. Eight of the non-responding publishers did not provide a repository policy on their websites. Two publishers answered that they do not have a repository policy yet, but one of these indicated that it will soon consider introducing such a policy.[14]

Most of the 47 publishers belong to either the green or blue category on the Sherpa/Romeo website (44), which means that they already allow post prints to be self-archived on the website of the author or that of his/her institution. When broadly interpreted, an institution's website could perhaps also include a repository.[15] The replies of the publishers, however, show that those who allow articles to be put on an institutional website do not always permit the same for repositories. Apparently, they do not always consider a repository to be synonymous with an institutional website. Yet, as mentioned above, a substantial group of one-third of all the 47 publishers does permit inclusion in repositories in the way advocated by the Principles.

2.2.2 Licence to publish instead of copyright transfer

For most of the 22 publishers who responded, a major obstacle to endorse the Principles seemed to be that these leave copyright with the author.[16] The majority of the publishers requires the transfer of copyright instead (14 of the responding 22, and 29 of all 47).

An interesting reason for requiring a copyright transfer instead of a licence to publish was given by the Massachusetts Medical Society. It argued that it requires a copyright transfer so that it can effectively protect the intellectual integrity of published articles to safeguard the medical community and the patients against misinformation and potential harm concerning health-related issues. However, this objection arguably is not enough reason to require a copyright transfer. It could be overcome by a licence to publish containing a clause which gives the publisher the right to take legal steps to stop

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[13] See the bullets 3 to 6 of the Principles.

[14] The American Association of Australian Literary Studies and the Society for Industrial & Applied Mathematics.

[15] This approach can be found in the Tenth Report of the Science and Technology Committee of the U.K. House of Commons of 7 July 2004, which defines *self-archiving* as follows: ´authors publish articles in journals, but deposit a copy of each article in a personal, institutional or other repository, where it can be freely accessed via the internet.´ See http://www.publications.parliament.uk/pa/cm200304/cmselect/cmsctech/399/39909.htm

[16] The bullets 1 to 3 of the Principles advocate a licence to publish instead of a copyright transfer.

or prevent others from copyright infringement *and* to protect the integrity of the work on behalf of the author, after his/her consultation.[17] However, it is not certain whether all copyright acts would enable this; possibly under some acts, only the author may act on the basis of his/her moral rights. Nevertheless, an author may be permitted to contractually allow another party to undertake such action on behalf of him/her, after his/her consultation.

On a total of 47 publishers, 15 do use a licence to publish (8 of the responding 22).[18] Interestingly, one of these replied that it changed its policy to a licence to publish, after previously requiring a copyright transfer.[19] Another publisher states a similar change on its website.[20] Yet another publisher indicated that he will leave the copyright with the author by the end of 2007.[21] This will take the total of publishers complying with the Principles as to their use of a licence to publish at 16, which is one-third of all the contacted publishers.

2.3 Acceptance of the Licence to Publish

2.3.1 Publishers requiring a copyright transfer

The JISC/SURF LtP was not explicitly accepted by the 22 responding publishers. An important reason for this is that most of them (14) require a copyright transfer,[22] whereas the LtP leaves copyright with the author.

On a total of 47 publishers (both responding and non-responding), 29 require a copyright transfer, while 15 use a licence to publish of their own.[23] Of the remaining three, the copyright policy of two publishers is unknown to us, while one publisher has transferred its journals to another (contacted) publisher so that he could not answer us.[24]

2.3.2 Publishers using a licence to publish

Of the responding 22 publishers, 8 do not require copyright transfer, but make use of a licence to publish instead. These are:

- American Mathematical Society
- Australasian Journal of Educational Technology
- BioMed Central
- BMJ Publishing Group
- IOS Press
- Oxford University Press
- Public Library of Science
- Royal Society of Chemistry

[17] However, it is not certain whether all copyright acts would enable this. Perhaps under some acts, only the author may take action on the basis of his/her moral rights.
[18] Also see Appendix 3.
[19] This is the Oxford University Press, which changed its policy in 2001.
[20] BMJ Publishing Group, since January 2000.
[21] University of Hawaii Press.
[22] See paragraph 2.2.2 for the publishers who explicitly rejected the LtP.
[23] Also see Appendix 3.
[24] CAB International sold all its journals to Oxford University Press.

Interestingly, one of these, the American Mathematical Society, provides the author with a choice between copyright transfer and a licence, although it strongly recommends a full copyright transfer. This publisher also offers authors the choice to dedicate their work to the public domain after 28 years from date of publication.

Out of these 8 publishers, 5 explicitly rejected the JISC/SURF LtP, namely the American Mathematical Society (because it has a strong preference for a copyright transfer), BioMed Central, Oxford University Press, the Public Library of Science and the Royal Society of Chemistry. They referred to their own licence to publish which, according to their answers, they evidently prefer.[25]

The 'traditional' publishers Oxford University Press and the Royal Society of Chemistry do not provide clear reasons why they reject the LtP. Like the LtP, their licence to publish is drafted as an exclusive licence. This is also true for the licence used by 2 of the 8 publishers listed above: BMJ Publishing Group and IOS Press. However, the licences of these 4 publishers seem to be much broader than the LtP, which sums up the exploitation rights for the publisher in great detail. Perhaps these publishers fear for an *a contrario* interpretation of the LtP, meaning that they are not granted the rights which are not listed, whereas their own licences are less detailed and may thus possibly have a broader scope.[26] This could be the reason why these publishers rejected the LtP, whether explicitly or not. Below the wording of their licences to publish as presented on the websites, is available for comparison:

BMJ Publishing Group:[27]
'All we require is an exclusive licence (except for government employees who cannot grant this, thus non-exclusive) that allows us to publish the article in the BMJ (including any derivative products) and any other BMJ Publishing Group products (such as the student BMJ or overseas editions), and allows us to sub-licence such rights and exploit all subsidiary rights.'

IOS Press:[28]
'By submitting your article to one of our publications you grant us (the publisher) the right to both reproduce and/or distribute your article (including the abstract) throughout the world in electronic, printed or any other medium, and to authorize others (…) to do the same. You agree that we may publish your article, and that we may sell or distribute it, on its own, or with other related material.'

OUP:[29]
'We have a policy of acquiring a sole and exclusive license for all published content.'

Royal Society of Chemistry:
'The author grants to the RSC "the exclusive right and licence throughout the world to edit, adapt, translate, reproduce and publish the Paper … in all formats, in all media and by all means (whether now existing or in future devised)".' [30]

[25] Nevertheless, it is known from hearsay that in individual cases an author (e.g. a famous scientist) can make amendments to a publisher's licence to publish.
[26] However, under art. 2(2) of the Dutch Copyright Act, the wording of a licence agreement must be narrowly interpreted in favour of the author.
[27] Source: http://resources.bmj.com/bmj/authors/editorial-policies/copyright
[28] Source: http://www.iospress.nl, see: authors corner, IOS Press Author Copyright Agreement.
[29] Source: http://www.oxfordjournals.org/access_purchase/publication_rights.html

Tacit licences

The websites of two publishers out of the 8 listed above, the Australasian Journal of Educational Technology and IOS Press, merely mention the rights that are covered by their licence to publish. The author is deemed to tacitly grant this licence by submitting the article. These publishers do not seem to supply a written model licence to be signed by the author (as the other 6 do).

Publishers using Creative Commons licences

A special position among the 8 responding publishers that use a licence to publish is taken by BioMed Central and the Public Library of Science, who provide clear arguments for their rejection of the LtP (as opposed to Oxford University Press and the Royal Society of Chemistry). They believe that the LtP is less broad and less clearly worded than the Creative Commons licence which they use.[31] Indeed, BioMed Central and the Public Library of Science require an author to put a Creative Commons licence on his/her article which allows anyone to make any, including commercial, use of it provided that the author's name is always mentioned (CC-BY licence).[32]

A paid alternative is the Oxford Open initiative that is used by the Oxford University Press (OUP)[33] and the EXiS Open Choice of the Royal Society. Authors must pay a fee after which their article is freely available at the publisher's website and PDF filess may be put in a repository. Both publishers require the author to grant a CC licence, namely the one that permits non-commercial use (CC-BY-NC). It is, however, against the Principles to require an author to pay before his article may be included in a repository.

2.4 Responses to the acceptance of the Principles & LtP

Below the answers received form the publishers are discussed. It should be noted here that the publishers' answers are not always decisive in practice. For example, only two publishers reply that they support all the Principles, where in fact one of them does not, whereas 5 others do. An objective overview of the publishers who do or do not actually have a licence to publish and/or a repository policy compatible with the Principles can be found in Appendix 3.

In this paragraph, however, we only present the answers of the publishers themselves. For this, the publishers are grouped in four categories according to their answers:

I. Supporting all or some of the Principles (8 publishers)[34]
II. Endorsing both Principles & LtP (0)

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[30] Source: http://www.rsc.org/AboutUs/Copyright/LicencetoPublishforjournals.asp
[31] Also see paragraph 2.4, category III.
[32] See <http://creativecommons.org/licenses/by/3.0/>.
[33] Also see the Oxford Journals report on open access at <http://www.oxfordjournals.org/news/oa_report.pdf>.
[34] However, the policy of one of these eight publishers (American Physical Society) does not comply with any of the Principles. One publisher (Public library of Science) is in category I as well as in III. The Royal Society of Chemistry is in I because it says that it would support perhaps the majority of the Principles. However, all in all the Society concludes that it cannot sign up to them because it does not support them all.

III. Explicitly rejecting the LtP (4)
IV. Rejecting both Principles & LtP (9)[35]

I. Supporting all or some of the Principles

Two publishers − the American Physical Society and the Australasian Journal of Educational Technology − write that they support *all* of the Principles. However, the actual policies of the first-mentioned do not comply with any of the Principles.

Moreover, six publishers say that they support *some* aspects of the Principles. These are: Berkeley Electronic Press, BMJ Publishing Group, IOS Press, Public Library of Science, Royal Society of Chemistry,[36] and University of Hawaii Press.

II. Endorsing both Principles & LtP

There were no publishers who (explicitly) endorsed both the LtP & Principles. Some explicitly rejected the LtP, see category III below. Others rejected the LtP together with the Principles, see category IV.

III. Explicitly rejecting the LtP

Four publishers rejected the LtP: Annual Reviews, Oxford University Press, BioMed Central and Public Library of Science. Yet, Annual Reviews answered that it does not *currently* accept addenda to its traditional copyright-transfer agreement. Moreover, Oxford University Press mentioned that, *at present*, it does not intend to recommend the JISC/SURF Licence to Publish to its authors. Their emphasis on the present situation might perhaps indicate that these publishers would be willing to change their policy and accept the LtP in the future.

The rejection of the LtP by BioMed Central and Public Library of Science is very understandable. These already are Open Access publishers and they require their authors to issue a Creative Commons licence. This licence grants third parties (including the publisher) more rights than the LtP does; it permits anyone to make any, including commercial, reuse of the article at issue. This, it is no surprise that these two publishers rejected the LtP; they reasoned that the CC licence which they require is both broader and easier to understand than the LtP. It must be born in mind though, that the LtP was not drafted for these Open Access publishers, but especially for the traditional ones. It was only sent to PubMed Central and the Public Library of Science as an experiment, out of curiosity what their response might be. This resulted in a valuable suggestion made by BioMed Central that SURF could draw up a list of other licences (such as those of Creative Commons) which are compatible with the Principles & LtP.

[35] Two more publishers gave no explicit answer, but their policies do not conform to the LtP or its Principles where repositories are concerned. These are the American Society for Biochemistry and Molecular Biology, and Haworth Press.

[36] However, it formulated it negatively: 'We would therefore support some, perhaps the majority, of the principles you set out in your letter, but not all and therefore we are not able to sign up to your "principles".'

IV. Rejecting both Principles & LtP

Although 9 publishers rejected both, 5 of them state that their policy *currently* does not meet the Principles & LtP. This could perhaps imply that they might be prepared to change their policies in the future. These promising five are:

- American Institute of Physics ('At the present time')
- American Society for Cell Biology ('perhaps in the future')
- Geological Society ('our current policy')
- Society for Industrial & Applied Mathematics ('we do not support the Principles and the Licence to Publish, at least for the time being')
- Massachusetts Medical Society ('at this time').

The remaining four publishers who rejected the Principles & LtP are the American Economic Association, the American Mathematical Society, the Biophysical Society and the Society for General Microbiology).

3. Conclusions

3.1 Principles

3.1.1 Licence to publish instead of copyright transfer

The first three of the Principles' rules state that copyright remains with the author, as does the LtP. This most probably is the reason why the Principles are not acceptable to most publishers.[37] Yet, 15 of all the 47 contacted publishers already make use of a licence to publish, which is indeed conform to the Principles. Interestingly, two of them have changed their copyright policy from a copyright transfer to a licence to publish in 2000 and 2001, while another is now in the process of doing the same.[38] As of the end of 2007, the total will thus be 16,[39] which is one-third of all the contacted publishers.

Moreover, 2 of the 22 responding publishers – the American Physical Society and the Australasian Journal of Educational Technology – declare that they support *all* the Principles. In fact, however, the first-mentioned publisher does not comply with any of them. Furthermore, the Open Access publishers BioMed Central and Public Library of Science also comply with all the Principles, as will the University of Hawaii Press from the end of 2007. Of all the 47 publishers, 7 of them do so: they use a licence to publish and have a repository policy compatible with the Principles.

3.1.2 Repository policy

Six of the 22 responding publishers say that they support some aspects of the Principles. Their support concerns the repository rules. In fact, the repository policy of seven instead of six publishers complies with these rules. In total, 16 of the 47 publishers have a

[37] See paragraph 2.3.1: 14 require a copyright transfer while 8 have a licence to publish. Of all the 47 publishers, 29 require copyright transfer while 15 have a licence to publish.
[38] BMJ Publishing Group, Oxford University Press, and the University of Hawaii Press respectively.
[39] The University of Hawaii Press will then join the other 15.

repository policy which is compatible with the Principles. Besides, not all publishers already seem to have a repository policy.

It becomes clear from the publishers' reactions that policies regarding repositories are much discussed at this moment. For example, a respondent mentioned that she would attend a debate on this issue in October 2007, organized by the Association of Learned and Professional Society Publishers (non-profit publishers).

The responses also show that several publishers have an open mind to the issue and seem prepared to change their policy in the future if they could thus better serve their authors. Two publishers (the American Association of Australian Literary Studies and the Society for Industrial & Applied Mathematics) state not having a repository policy yet, while the first-mentioned writes that it will now consider introducing one. Thus, our mailing has triggered this publisher to think about the issue. Of the non-responding publishers, eight do not mention a repository policy on their websites, which could perhaps mean that they do not yet have one. It seems fair to say that our mailing has at least raised their awareness of this issue.

To conclude, Appendix 3 provides an overview of the different categories of all the 47 publishers with regard to the use of a licence to publish and repository policies.

3.2 Licence to Publish

Of the 22 responding publishers, none currently (explicitly) declares to accept the JISC/SURF Licence to Publish. Instead, 14 of them require a copyright transfer and do not seem willing to change this. On the other hand, the good news is that 8 publishers do already make use of a licence to publish. Four of them explicitly replied that they prefer their own version over the LtP.

Two publishers (the Australasian Journal of Educational Technology and IOS Press) use a tacit licence instead of a written one. When submitting to these publishers, for an author it could well be worth a try to include the signed LtP together with his/her article. This might be successful, given that both publishers did not explicitly reject the LtP. Moreover, it could be worth the effort to send the LtP to all the other publishers who use a licence to publish as well. Among all the 47 publishers, 15 use a licence to publish whereas 29 require a copyright transfer.[40]

The Open Access publishers BioMed Central and Public Library of Science prefer the Creative Commons licence for commercial use which their authors must grant, because it is broader in scope than the LtP and more clearly worded, which makes it easier to understand. Their rejection of the LtP is indeed understandable. In fact, the LtP was especially drawn up for 'traditional' publishers who do *not* yet provide open access. CC licences share the same goals as the Principles & LtP and should arguably be considered to be compatible with them. This was suggested by BioMed Central who advocated drawing up a list of other standard compatible licences, which grant users at least as many rights as are granted in the Principles & LtP. This recommendation is adopted here below.

[40] The copyright policy of the remaining publishers could not be deduced from their websites.

4. Recommendations

4.1 Licence to Publish versus copyright transfer

4.1.1 Promotion activities

One-third of all the contacted publishers (16 out of 47 as of the end of 2007) uses a licence to publish instead of requiring the author to transfer his/her copyright. Thus, they comply with the first part of the Principles. They do not go as far as to accept the JISC/SURF LtP, but instead declare that they prefer to exclusively use their own. Nevertheless, authors could still be recommended to send the signed LtP to these publishers. When more and more authors within the academic community explicitly promote and support this specific LtP, more publishers will possibly be inclined to accept it.

Interestingly, one publisher (University of Hawaii Press) wrote the good news that they are changing from a copyright transfer to a licence to publish, and that they drew useful inspiration from the JISC/SURF LtP to draft their own version. With this good example in mind, it would be worth a try for authors to also send the LtP to the traditional publishers requiring a copyright transfer. Possibly, they would in the long run be prepared to change from a copyright transfer to a licence to publish. That change was already made in 2000 and 2001 by the BMJ Publishing Group and Oxford University Press respectively. Together with the University of Hawaii Press they could serve as good examples to persuade other publishers.

Yet, in order for authors to give wide support to the Principles & LtP, they must first become acquainted with its text and advantages. For this, a large 'advertising campaign' will be needed to promote the Principles & LtP within the academic community before authors can make a difference with publishers. This campaign should inevitably aim at raising awareness on copyright issues as well.

4.1.2 Meeting objections against a licence to publish: moral rights

Interestingly, some publishers raised specific objections to a licence to publish and/or the JISC/SURF LtP in particular. For example, the Massachusetts Medical Society argued that it requires a copyright transfer in order to effectively protect the intellectual integrity of published articles.[41] However, a licence to publish could well provide for this by a clause which enables the publisher to take legal steps to stop or prevent others from copyright infringement, *and* to protect the integrity of the work on behalf of the author, after his/her consultation.[42] The JISC/SURF LtP is not that detailed. It states that the publisher, in co-operation with the author, may take legal steps to prevent a third party from copyright infringement.[43] Perhaps, it would be useful to add that the publisher may also undertake such action on the basis of the author's moral rights. This is on the condition that such an addition is admissible under the national copyright legislation at issue.

[41] See paragraph 2.2.2.
[42] However, it is not certain whether all copyright acts would enable this. Perhaps under some acts, only the author may take action on the basis of his/her moral rights.
[43] Clause 5(3).

4.1.3 Meeting objections against a licence to publish: orphan works

The American Mathematical Society stressed that it does not encourage authors to keep the copyright, although it does leave them the choice between a copyright transfer and a licence to publish. It is especially worried about scholarly material that is useful for long periods of time, often decades after its initial publication. According to the society, if copyright is distributed throughout the authors' community, 'future generations may be denied opportunities to use this material in yet-undiscovered ways, in much the way some printed material is unavailable for scanning now.'

This is indeed a valid concern. From a practical point of view, a licence to publish could be disadvantageous where the problem of orphan works is concerned. Individual authors often are more difficult to trace for asking permission for reuse than publishers. However, there may be other solutions to this problem than transferring copyright to the publisher. Registers could be maintained with information where authors may be contacted. This information would require regular updating. Another solution would be to add authors' data to the article in the form of metadata. Yet another solution is provided by the Creative Commons licences. These not only grant use rights to the publisher but to third parties as well. In this way everyone knows beforehand what reuse may be made of a specific article.

4.1.4 Other licences compatible with the Principles & LtP

BioMed Central made a good case for accepting other licences as well. Indeed, the JISC/SURF LtP is certainly not the only model to meet the Principles of Open Access. It is only meant to serve as an example for traditional publishers who do not yet provide Open Access. Understandably, the Open Access publishers BioMed Central and the Public Library of Science prefer their Creative Commons licence, as they argue that this is broader in scope and easier to understand for non-lawyers than the LtP. Moreover, BioMed Central made the valuable suggestion that SURF could draw up a list of other standard compatible licences, which grant users at least as many rights as are granted in the Principles & LtP. Consideration should thus be given as to how this suggestion could best be carried out. Our recommendation would be to add this list of licences which are compatible with the Principles & LtP to the Sherpa/Romeo website.

CC licences could then also be included in this list, since they allow for depositing the article in a repository and leave the copyright with the author, similar to the Principles & LtP. On the other hand, from an author's point of view, a counter argument could be that CC licences are less advantageous than the LtP, because they also permit third parties to make certain uses of the article, while the LtP only grants rights to the publisher.

Still, the question what use rights the author wants to give to third parties is an important issue. This must be settled in a Licence to Use and a Licence to Deposit. A CC licence settles this issue in a clear and simple way that can be easily understood by non-lawyers. Moreover, CC licences provide a choice between permitting any commercial use or non-commercial use only. In case authors would not want to permit commercial use, a non-commercial CC licence would be a good alternative – although consensus is still required on the exact meaning of 'non-commercial'.[44]

[44] See http://wiki.creativecommons.org/DiscussionDraftNonCommercial_Guidelines

4.2 Repository policy

Increasingly university libraries try to persuade authors to supply articles for the repository. This makes publishers aware that they need to have a policy on this issue. Our enquiry by e-mail once again stressed this and stimulated the contacted publishers to think about this issue. For example, two of the contacted publishers answered that they do not yet have a repository policy. Our enquiry triggered at least one of these because it wrote that it will now consider introducing one. Eight of the non-responding publishers do not provide a repository policy on their websites which might indicate that they do not yet have one. It is almost certain that our questions raised their attention to the issue.

Some universities put post prints (either a publisher's PDF file or the author's manuscript) that are issued by publishers that belong to the green and blue Sherpa/Romeo categories in their repositories without asking. The green and blue publishers allow post prints to be put on the author's website or the institutional website. The term 'institutional website' may be broadly interpreted as including repositories. Apparently, not all publishers are of the opinion that institutional websites include repositories as nearly half of the 47 contacted publishers do not permit archiving in repositories. On the other hand, a considerable group of 16 of them (more than one-third) does conform to the Principles' repository rules. When dealing with publishers whose repository policy is unknown (e.g. not published on its website and/or Sherpa/Romeo), it could be advised to just put the article in the repository, provided that the author feels fine with this. Here, as with the LtP, the author must first be informed and persuaded of the advantages of his/her work being accessible in repositories.

When dealing with publishers who do not allow articles (PDF files) being put in a repository, in individual cases it could be worth trying to persuade the author to negotiate a repository clause in the copyright agreement or in the licence to publish which he/she will sign. The Copyright Toolbox of SURF provides suitable clauses for amending publishers' agreements in this way.[45] Moreover, crossing out a clause prohibiting deposition in repositories (or even not signing the whole agreement) is sometimes accepted by publishers. Yet again, an author will only make such efforts if he is convinced of the advantages of having the article archived in a repository. This requires promotion efforts.

Several publishers emphasise that their *current* policy does not comply with the LtP & Principles.[46] This could imply that they would be inclined to change them in the future. It could perhaps be more rewarding to target the promotion efforts at this group of publishers first, instead of targeting all 47 of them.

[45] See http://copyrighttoolbox.surf.nl/copyrighttoolbox/authors/sample-wording

[46] See paragraph 2.4 category III. These are five publishers, while two more stress the same for not accepting the LtP.

4.3 Closing remarks

The results of the enquiry may be used in several ways:

- the publishers who support all or some of the Principles can be listed on the Sherpa/Romeo website. Appendices 1 to 3 may be used for this;[47]
- a list of licences to publish which are compatible with the Principles & LtP can be added to the Sherpa/Romeo website.
- all the contacted publishers should preferably be informed of the results of the enquiry and of the plan to add some of them to the Sherpa/Romeo website (e.g. as part of new promotion efforts).

It has become clear that several publishers at present are in the process of reconsidering their copyright or repository policy. This offers an opportunity for SURFfoundation to keep in touch with the publishers and to promote the Principles & LtP. The enquiry result can be used to persuade them as it presents good examples of publishers having already evolved in the direction of Open Access. Furthermore, a promotion campaign should be targeted at the authors, so they can be inspired to raise awareness among publishers as well.

[47] Of all the contacted publishers, 16 conform to the repository policy, while the same amount makes use of a licence to publish (16 as of the end of 2007). Seven publishers comply with both aspects and thus support all the Principles. See Appendices 1 to 3.

APPENDICES

Appendix 1

Table 1. Responding publishers

The Sherpa/Romeo categories mean:
green: author may archive preprint and post print on his/her website
blue: author may archive post print (i.e. final draft post-refereeing)
yellow: author may archive preprint (i.e. pre-refereeing)
white: archiving not formally supported

Publisher	**Own reply as to acceptance LtP and/or Principles**[48]	**Publisher-generated post print in repository allowed**[49]	**Licence instead of copyright transfer**	**Sherpa/ Romeo category**
American Economic Association	LtP&Pr: NO	–[50]	–	green
American Institute of Physics	LtP&Pr: NO	– (only author's version)[51]	–	green
American Mathematical Society	LtP&Pr: NO [in practice: conforms to all principles].	+	+ (author has choice, but transfer = preferred, licence = publisher's version only)	green
American Physical Society	Pr: ALL [in practice conforms to none].	– (only author's version)[52]	–	green
American Society for Biochemistry and Molecular Biology	No explicit answer. [In practice: not conform to LtP&Pr].	–[53]	–	green
American Society for Cell Biology	LtP&Pr: NO [In practice: repository allowed].	+	–	green
Annual Reviews, USA	LtP: NO	– (only author's version)	–	green

[48] Our comments are given between square brackets.
[49] When there is a plus sign and no embargo period is mentioned, an author may deposit his article immediately after publication.
[50] Preprints or postprints may only be put on the author's website.
[51] Free open access may be provided to an article only on the publisher's website after a fee is paid by its author (ranging from $ 1500 to $ 2500 depending on the journal at issue).
[52] Yet, the author may freely put the publisher's version on his website or that of his employer.
[53] This publisher gave no clear answer as to repositories. It seems that an author may put the final manuscript on his website, but the publisher-generated PDF-version is available only from the publisher's website. There, the article is gratis to the general public, seemingly with an embargo of less than a month.

Publisher	Own reply as to acceptance LtP and/or Principles[54]	Publisher-generated post print in repository allowed[55]	Licence instead of copyright transfer	Sherpa/ Romeo category
Australasian Journal of Educational Technology, Aus	LtP&Pr: ALL	+[56]	+ (authors retain copyright)[57]	green
Berkeley Electronic Press, USA	Pr: in part [repository allowed].	+[58]	–	green
BioMed Central, UK	LtP: NO	+	+ (CC-BY licence allows commercial use by anyone)	green
Biophysical Society, USA	LtP&Pr: NO	–[59]	–	green
BMJ Publishing Group, UK	Pr: in part [uses ltp].	– (Unlocked: author's version after fee)[60]	+ (excl licence as of 2000)	green
Geological Society, UK	LtP&Pr: NO	–[61]	–[62]	green
Haworth Press, USA	No explicit answer. [In practice: not conform to LtP&Pr].	–[63]	–	green
IOS Press, NL	Pr: in part [uses ltp].	–	+ (tacit excl licence to reproduce & distribute)[64]	green

[54] Our comments are given between square brackets.
[55] When no embargo period is mentioned, an author may deposit his article immediately after publication.
[56] The publisher's website provides free open access of articles published in the paper journal after a three months embargo. In 1 to 3 years, this embargo period will be abolished.
[57] It seems that this is done by a tacit, unwritten licence; the website does not provide information on this.
[58] Moreover, Bepress provides free guest access on its website provided that users fill out a form that allows Bepress to inform their library of their interest in reading Bepress's journals. When libraries are convinced of sufficient interest in the journal, ideally they subscribe.
[59] Authors can provide free open access to their articles only on the publisher's website after paying a fee.
[60] The Unlocked option requires the author to pay a fee of between £ 1200 and £ 1700. Then, his article is freely accessible on BMJ's website immediately after publication and he may post only his version of the accepted article in an institutional repository 6 months after publication.
[61] According to its website: *After publication authors can post the final PDF file on their personal servers or on their institution's internal website or intranet provided that access to the server is not public, and that it does not depend on payment for access, subscription or membership fees.*
[62] Its website reads: *Corresponding and contributing authors have transferred copyright (and all rights under it), or have granted full publishing rights in their work, to the Geological Society of London.* This may imply that a mere licence is also allowed. However, authors posting the final articles on their website must add: *Copyright and all rights herein are retained by the Geological Society of London.*
[63] According to its website, permission is given for posting the final version on the contributor's own website for personal or professional use, or on the contributor's internal university/corporate intranet or network, or other external website at the contributor's university or institution, but not for either commercial (for-profit) or systematic third party sales or dissemination, by which is meant any interlibrary loan or document delivery systems.

Publisher	Own reply as to acceptance LtP and/or Principles[65]	Publisher-generated postprint in repository allowed[66]	Licence instead of copyright transfer	Sherpa/ Romeo category
Public Library of Science	LtP: NO Pr: in part [repository allowed].	+	+ (CC-BY licence)	green
Society for Industrial & Applied Mathematics, USA	LtP&Pr: NO	–[67]	–	green
Massachusetts Medical Society, USA	LtP&Pr: NO	–[68]	–[69]	blue
Oxford University Press, UK	LtP: NO	– (Oxford Open: fee)[70]	+ (excl licence, Oxford Open: CC-BY-NC)	yellow
Royal Society of Chemistry, UK	Pr: NO [but does use ltp].	– (Open Science: only author's version after fee)[71]	+ (excl licence, publisher's version only)	blue
Society for General Microbiology, UK	LtP&Pr: NO	– (Open Option: fee)[72]	–	white
University of Hawaii Press	Pr: in part [as from end of 2007: conforms to all principles]	+ (embargo 6 months)	– But as from end of 2007: authors retain copyright	blue

[64] By submitting the article, the author automatically grants the publisher this licence.
[65] Our comments are given between square brackets.
[66] When no embargo period is mentioned, an author may deposit his article immediately after publication.
[67] The final version may only be posted on the author's institutional internet server, meaning his website. The SIAM does not have a repository policy yet and is considering introducing one.
[68] Only the publisher provides online access to the articles six months after publication and against a fee.
[69] It claims copyright in all articles, although on its website this is stated as a (non-exclusive?) licence instead of transfer: *By posting or submitting content to NEJM Online, you hereby grant to MMS a royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, sublicense, modify, publicly perform, display, translate, create derivative works from, and distribute that material, in whole or in part, and incorporate it into other MMS publications, in any form, media, or technology now known or later developed.*
[70] The right to post the PDF in a repository is part of the 'Oxford Open' which also offers open access at the publisher's website. This fee ranges from £ 800 to £ 2250 (lower or no fees for authors in developing countries).
[71] The Open Science option requires the author to pay a fee. The publisher-generated version is then gratis accessible via the publisher's website. The author may only post his own version of the accepted article in a repository immediately after publication.
[72] In case of the Open Option, the author pays £ 1500 for which he may immediately post the publisher-generated version in a repository and/or his website, and the article is freely available on the publisher's website. Without the Open Option, only the author's version may be posted in a repository, after an embargo of 12 months in case of three of SGM's journals and 24 month in case of its fourth journal.

Appendix 2

Table 2. Non-responding publishers

Publishers who did not respond	Publisher-generated post print in repository allowed[73]	Licence instead of copyright transfer	Sherpa/ Romeo category
American Anthropological Association	?[74] (Sherpa/Romeo: only author's version)	–	green
American Association of Australian Literary Studies	+(?)[75]	+	blue
American Astronomical Society	?[76]	–	green
American Geophysical Union	– (Author Choice: fee)[77]	–	green
American Library Association	+(?) in case of licence – in case of transfer[78]	+ (author has choice, non-excl licence)	green
American Meteorological Society	–	–	green
American Society of Animal Science	?[79]	–	green
Anadolu University, Turkey	?[80]	?	green
Anistoriton, Greece	?[81]	+ (tacit non-excl licence)	green
Annals of Genealogical research, USA	+(?)[82]	+ (tacit non-excl licence)	green
Asepelt, Spain	?[83]	+? (authors seem to retain copyright)	green
CAB International Publishing, UK	All journals were sold to Cambridge University Press.		green
Cambridge University Press	– (embargo 1 year) ? (Cambridge Open Option: fee)[84]	–	green

[73] When no embargo period is mentioned, an author may deposit his article immediately after publication.
[74] ? means no information is provided on the publisher's website.
[75] There is no information on its website. According to Sherpa/Romeo, an author may put a PDF in a non-profit repository and his website.
[76] Sherpa/Romeo merely mentions that the PDF may be used on the author's or institutional website.
[77] The right to post the PDF in a repository is part of the option called 'Author Choice', which also offers open access at the publisher's website. This fee varies and is based on article length and number of figures.
[78] In case of copyright transfer, the author may merely put the PDF on his own website after an embargo of 30 days following publication.
[79] The publisher does allow that the PDF is posted on the author's website.
[80] Sherpa/Romeo mentions that depositing in a public e-print server is allowed but it remains unclear whether the PDF-version may be used.
[81] The website mentions that readers may freely download and store electronically or print all texts and images for personal or educational use only. Sherpa/Romeo writes that the author may archive the PDF.
[82] The articles in this open access journal (gratis) have been declared free to use, with proper attribution, in non-commercial settings.
[83] Sherpa/Romeo merely mentions that the author may archive the PDF.

Publishers who did not respond	Publisher-generated post print in repository allowed[85]	Licence instead of copyright transfer	Sherpa/ Romeo category
Ecological Society of America	–	–	green
EDP Sciences, France	+	–	green
Institute of Electrical and Electronics Engineers, USA	+?[86]	–	green
Institute of Mathematical Statistics, USA	+ (plus link must be made to the journal's site)	–	green
Medknow Publications, India	+	– (but *publisher* grants third parties a sort of CC licence for non-comm use)	green
Royal Society, UK	–[87] – (EXiS Open Choice: CC-NC licence after fee)	+	green
Evolutionary Ecology Research, USA	– (embargo 1 year)	+ (non-excl licence)	blue
Gallaudet University Press, USA	?[88]	?	blue
Institution of Chemical Engineers, UK and Australia	+?[89]	–	blue
International Society for Optical Engineering, USA	+[90]	–	blue
Royal Meteorological Society, UK	?[91]	–[92]	blue
Society for Endocrinology, UK	–[93] – (Free Access Option: fee)[94]	–	white

[84] The option called 'Cambridge Open Option', which offers gratis public access at the publisher's website after the author pays £1500. However, this option does not seem to contain a policy on repositories.
[85] When no embargo period is mentioned, an author may deposit his article immediately after publication.
[86] According to the website, 'authors and/or their companies have the right to post their IEEE-copyrighted material on their own servers without permission, provided that the server displays a prominent notice alerting readers to their obligations with respect to copyrighted material and that the work includes the IEEE copyright notice.' A 'server' we believe may well include a repository.
[87] Only the author's version may be made available in a repository, 12 months after publication.
[88] Sherpa/Romeo merely mentions that the author may archive a postprint.
[89] The article may be put on a free public e-server, but it is unclear whether the PDF-version is meant.
[90] The website mentions that authors retain the right to post a preprint or reprint of their paper on an internal or external server controlled exclusively by the author/employer, provided that such posting is noncommercial and the paper is made available to users without a fee or charge, and that a proper copyright notice is included.
[91] Sherpa/Romeo merely mentions that the author may archive the PDF.
[92] The website only implicitly makes it clear that a copyright transfer is required.
[93] Only the author's version may be made available in a repository, 12 months after publication.
[94] The Free Access Option costs £2000+VAT and allows the author to put the PDF in repositories immediately after publication. It also permits gratis public access to the PDF on the author's website.

Appendix 3

Table 3. Categorization of the 47 publishers

Rep publisher permits author to deposit publisher-generated PDF's in a repository, with an embargo of maximum 6 months.

Rep fee idem, but the author must pay a fee beforehand (which is against the Principles).

Ltp publisher uses a licence to publish, but does not (yet) accept the JISC/SURF LtP. Ltp: – means that a copyright transfer is required.

Sort of policy	Amount of publishers	Which publishers
Rep: + Ltp: +	7	- American Mathematical Society - Australasian Journal of Educational Technology - BioMed Central - Public Library of Science - American Association of Australian Literary Studies - American Library Association(?) - Annals of Genealogical Research - (University of Hawaii Pres as of end 2007)
Rep: + Ltp: –	10	- American Society for Cell Biology - Annals of Genealogical research(?) - Berkeley Electronic Press - University of Hawaii Press - EDP Sciences - Institute of Electrical and Electronics Engineers - Institute of Mathematical Statistics - Medknow Publications - Institution of Chemical Engineers(?) - International Society for Engineering
Rep: – Ltp: +	4	- BMJ Publishing - IOS Press - Royal Society of Chemistry - Evolutionary Ecology Research
Rep fee: + Ltp: +	2	- Oxford University Press - Royal Society
Rep fee: + Ltp: –	3	- Society for General Microbiology - American Geophysical Union - Society for Endocrinology

Rep: + in total	16 out of 46[95]	Rep: – in total: 22 Rep policy unknown: 8
Ltp: + in total	15 out of 46 (as of end of 2007: 16)	LtP: – in total: 29 Copyright policy unknown: 2

[95] CAB International sold all its journals to Oxford University Press, which leaves 46 instead of 47 publishers.

Appendix 4

List of contacted publishers

The publishers given in italics sent a reply.
N = Not on the 'dark green' Twente list (see footnote 6)

1
American Anthropological Association **N** **(green publisher on Sherpa/Romeo)**
2200 Wilson Blvd, Suite 600,
Arlington, VA 22201,
USA
Phone 703/528-1902 / Fax 703/528-3546

2
American Astronomical Society **(green)**
2000 Florida Ave., NW
Suite 400
Washington, DC 20009-1231,
USA
Phone: 202-328-2010 / Fax: 202-234-2560
Copyright questions copyright@aas.org
Publication department publications@aas.org

3
American Economic Association ***N*** ***(green)***
2014 Broadway, Suite 305
Nashville, TN 37203,
USA
E-mail: aeainfo@vanderbilt.edu / info@econlit.org

4
American Geophysical Union **(green)**
2000 Florida Ave. NW
Washington DC 20009,
USA
Phone: +1 202 777 7521 / Fax: +1 202 328 0566

5
American Institute of Physics ***N*** ***(green)***
Publishing Centre
American Institute of Physics
Suite 1NO1
2 Huntington Quadrangle
Melville, New York 11747,
USA
Tel. 516-576-2200
Office of Rights and Permissions: rights@aip.org

6
American Library Association **(green)**
ALA Editions Editorial
50 E. Huron
Chicago, IL 60611,
USA
phone: 800-545-2433, ext. 3244 / fax: 312-944-8741

7
American Mathematical Society ***(green)***
201 Charles Street
Providence, RI 02904-2294,
USA
Phone: 800-321-4AMS / 401-455-4051
E-mail: acquisitions@ams.org

8
American Meteorological Society N **(green)**
45 Beacon Street
Boston, MA 02108-3693,
USA
Phone: (617) 227-2425 / Fax: (617) 742-8718

9
American Physical Society ***(green)***
APS Editorial Office
One Research Road
Box 9000
Ridge, NY 11961-9000
USA
Phone (631) 591-4000 / Fax (631) 591-4141
E-mail: feedback@aps.org; assocpub@aps.org

10
American Society for Biochemistry and Molecular Biology N ***(green)***
Publications Department,
9650 Rockville Pike
Bethesda, MD 20814-3996,
USA
Phone: 301-634-7145 / Fax: 301-634-7126 / 7108
E-mail: asbmb@asbmb.org

11
American Society for Cell Biology N ***(green)***
8120 Woodmont Avenue, Suite 750
Bethesda, Maryland 20814-2762,
USA
Phone: (301) 347-9300 / Fax: (301) 347-9310

12
American Society of Animal Science N **(green)**
1111 N. Dunlap Ave
Savoy, IL 61874,
USA
Ph. 217.356.9050 / Fax 217.398.4119
E-mail: asas@assochq.org

13
Anadolu University **(green)**
1. Anadolu University Journal of Sciences and Technology
Anadolu University
Graduate School of Sciences
26470 Eskisehir,
Turkey
Fax: (0222) 335 4122

2. Anadolu University Journal of Social Sciences,
Sosyal Bilimler Dergisi Sekretaryası
Anadolu Üniversitesi
Sosyal Bilimler Enstitüsü
26470 Eskişehir
Turkey
Telefon: (222) 3350580 dahili 3243_3250 / Faks: (222) 3350895
E-posta: sosbilder@anadolu.edu.tr

14
Anistoriton N **(green)**
Does not have a postal address, has one online journal.
E-mail: info@anistor.co.hol.gr

15
Annals of Genealogical research N **(green)**
P.O. Box 2201
Cupertino, CA 95015,
USA

16
Annual Reviews ***(green)***
Production Department
4139 El Camino Way
P.O. Box 10139
Palo Alto, CA 94303-0139
USA
ph. +1 (650) 843.6638 / fx. +1 (650) 855.9815

17
ASEPELT, Spanje N **(green)**
Journal: Estudios de Economía Aplicada

E-mail: direccion@revista-eea.net

18
Australasian Journal of Educational Technology ***N*** ***(green)***
Unit 5, 202 Coode Street
Como WA 6152
Australia
Tel: +61 8 9367 1133

19
Berkeley Electronic Press (Bepress) ***(green)***
2809 Telegraph Avenue
Suite 202
Berkeley, CA 94705
USA
Tel. 510-665-1200 / Fax: 510-665-1201
E-mail: info@bepress.com / copyright@bepress.com

20
BioMed Central ***(green)***
BioMed Central Ltd
Science Navigation Group
Middlesex House
34-42 Cleveland Street
London W1T 4LB,
United Kingdom
E-mail: info@biomedcentral.com

21
Biophysical Society ***(green)***
Journal Office of the Biophysical Society
9650 Rockville Pike
Bethesda, Maryland 20814,
USA
Phone: 301.634.7114 / Fax: 301.634.7133
E-mail: society@biophysics.org
Journal Office: bj@biophysics.org

22
BMJ Publishing Group ***(green)***
Editorial Offices
BMA House, Tavistock Square,
London, WC1H 9JP
United Kingdom
Tel: +44 (020) 7387 4499 / Fax: +44 (0)20 7383 6418;
E-mail: papersadmin@bmj.com

23
CAB International Publishing **(green)**
Journal Publications Office
CAB International Publishing

Nosworthy Way,
Wallingford,
Oxfordshire, OX10 8DE
United Kingdom
Tel: (+44) 01491 832111 / Fax: (+44) 01491 829292
E-mail: enquiries@cabi.org
Its journals have all been taken over by Cambridge University Press.

24
Cambridge University Press N **(green)**
The Edinburgh Building
Shaftesbury Road
Cambridge CB2 2RU
United Kingdom
Phone: +44 (0)1223 326070 / Fax: +44 (0)1223 325150
E-mail: journals@cambridge.org / cjosupport@cambridge.org

25
Ecological Society of America **(green)**
127 W. State St., Suite 301
Ithaca, NY 14850-5427
USA
phone: (607) 255-3221 / Fax (607) 273-3295
E-mail: esa_journals@cornell.edu

26
EDP Sciences **(green)**
17, avenue du Hoggar
Parc d'Activités de Courtaboeuf
BP 112
F-91944 Les Ulis Cedex A
FRANCE
Phone: +33 (0)1 69 18 75 75 / Fax: +33 (0)1 69 28 84 91
E-mail: edps@edpsciences.org

27
Geological Society ***(green)***
The Geological Society Publishing House
Unit 7 Brassmill Enterprise Centre
Brassmill Lane
Bath BA1 3JN
United Kingdom
Tel: +44 (0)1225 445046 / Fax: +44 (0)1225 442836

28
Haworth Press ***(green)***
The Haworth Press Inc.,
10 Alice St.
Binghamton, NY 13904
USA

Tel. 1-800-429-6784 (US/Canada) / Tel. 607-722-5857 (Outside US/Canada)
Mail: getinfo@haworthpress.com

29
Institute of Electrical and Electronics Engineers **(green)**
445 Hoes Lane,
P.O. Box 1331,
Piscataway, NJ 08855-1331
USA
Tel +1 732 562 3998 / FAX: +1 732 981 0624
Copyright contracts Manager, IEEE Intellectual Property Rights Office copyrights@ieee.org

30
Institute of Mathematical Statistics **(green)**
Business Office
P.O. Box 22718
Beachwood, OH 44122
USA
Tel. 1.216.295.2340 / Fax: 1.216.295.5661
E-mail: ims@imstat.org

31
Medknow Publications **(green)**
Medknow Publications Pvt. Ltd.
A-108/109, Kanara Business Center
Off Link Rd, Ghatkopar (E)
Mumbai - 400075,
INDIA
Phone: 91-22-66491818 / Fax: 91-22-66491817
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Appendix 5

Principles

Scholarly works especially when such works are financed by public resources must be made available and accessible as widely and soon as possible by depositing such works in a publicly accessible institutional and/or disciplinary repository.

The publishing agreement which sets the terms and conditions under which a scholarly work is published in a journal which is not an open access journal not always allows depositing the work in such publicly accessible institutional and/or disciplinary repositories.

Maintaining the balance between maximum access and financial compensation for the traditional publisher new terms and conditions for publication must be set. A carefully stated licence which sets the desired terms and conditions is preferred to the practice of ad hoc amending a publishing agreement drafted by the publisher.

Regarding publishing an article in a traditional journal an author should take the following principles into consideration:

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- delayed open access is only possible for a maximum period of six months.

A model Licence to publish based on this principles is drafted and can be either used as it is or adapted to specific needs or legal system.

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October 2006

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