Taller: Derechos de autor, licencias para publicar y el auto-archivo en repositorios digitales

Universidad de Costa Rica. Vicerrectoría de Investigación San José, 2 de septiembre 2014



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Objetivos

- Entender el significado del acceso abierto (OA) a la producción científica
- 2. Entender el significado de los derechos de explotación de las revistas
- 3. Saber implementar y analizar licencias, adendas y políticas editoriales respecto a los derechos de explotación
- 4. Entender la tipología de revistas OA en función de los derechos de explotación
- 5. Saber localizar revistas con las especificaciones de sus politicas editoriales sobre derechos de explotación.



Dos rutas para alcanzar el acceso abierto:

Ruta verde (Green road)... Autoarchivo /depósito en repositorios de acceso abierto

Ruta dorada (Gold road)..... Publicación en revistas OA



Gratis Libre







Las licencias que permiten el uso o explotación de los artículos publicados, permitirían el depósito en un repositorio de acceso abierto



Derechos de autor

- Definición: derechos morales y derechos de explotación
- Derechos de explotación
- Licencias de reutilización
- Adendas a los contratos de cesión de derechos
- Localización de derechos de explotación vs autoarchivo, para el caso de revistas científicas
- ¿El acceso online facilita el plagio?



Derechos de explotación (transferibles) reproducción distribución comunicación pública transformación

Copyright

¿Por qué debemos tener en cuenta los términos de copyright?

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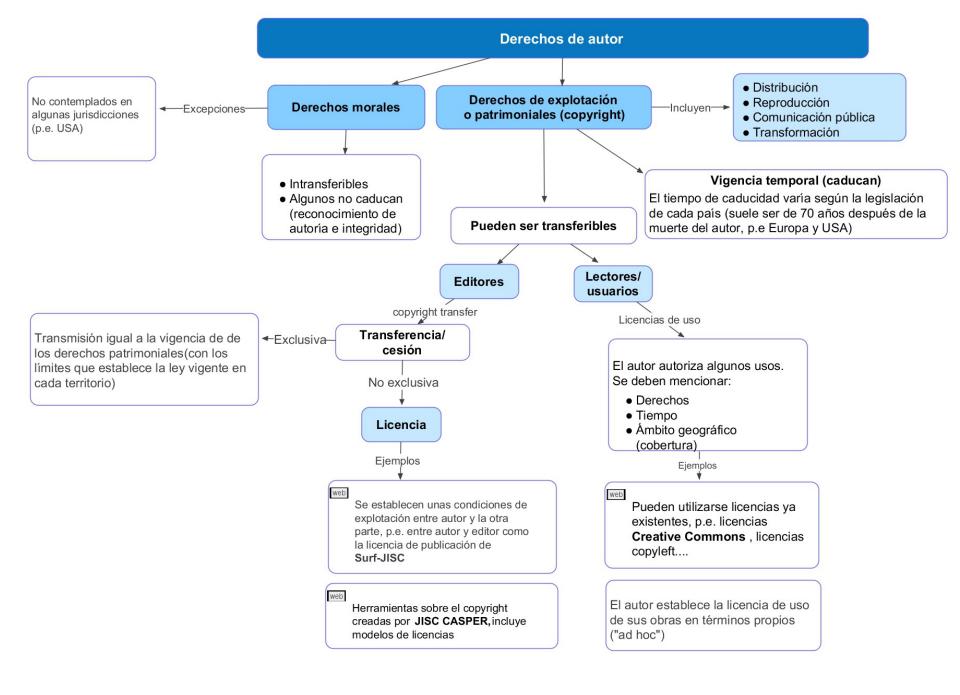
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- Los autores
- Los usuarios en general y los servicios agregadores en particular

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Es determinante para la reutilización del trabajo, p.e.

- Archivo en páginas personales o institucionales
- Archivo en repositorios institucionales o temáticos
- Cumplimiento de requisitos que impliquen el acceso
 abierto a la producción científica generada de proyectos financiados por determinadas instituciones



Preguntas que nos tenemos que hacer

- 1. ¿De quien son los derechos de explotación, patrimoniales o económicos (copyright) de una revista?
- 2. ¿Cesión de los autores?
- 3. ¿Exclusiva, no exclusiva, licencia?
- 4. ¿Permisos?

Licencias de reutilización

Factores a tener en cuenta en los términos de la licencia

¿Qué versión?

- Versión enviada (pre-print)
- Versión corregida del autor
- Versión publicada
- ¿Varias?

¿Cuándo?

- ¿Inmediatamente después de la publicación?
- ¿Después de un embargo?

¿Finalidad?

- Fines académicos/investigación
- Fines comerciales
- Creación de obras derivadas

¿Compartir igual?

Licencias ad hoc

Por ejemplo

"...se permite al autor la reutilización de los trabajos publicados con fines no comerciales, incluyendo su depósito en repositorios institucionales, temáticos o páginas web personales..."

Ver guía sobre derechos

http://accesoabierto.net/es/node/62

Las licencias Creative Commons

Licencias para gestionar derechos de autor, contemplando las leyes particulares de propiedad intelectual vigentes

Derechos de explotación (copyright):

Reproducción, distribución, comunicación pública y transformación

Obligan a:

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Reutilización:

Cesiones no exclusivas, de ámbito mundial, adaptadas a la legislación particular

Licencias



Reconocimiento



Reconocimiento - Compartir I gual





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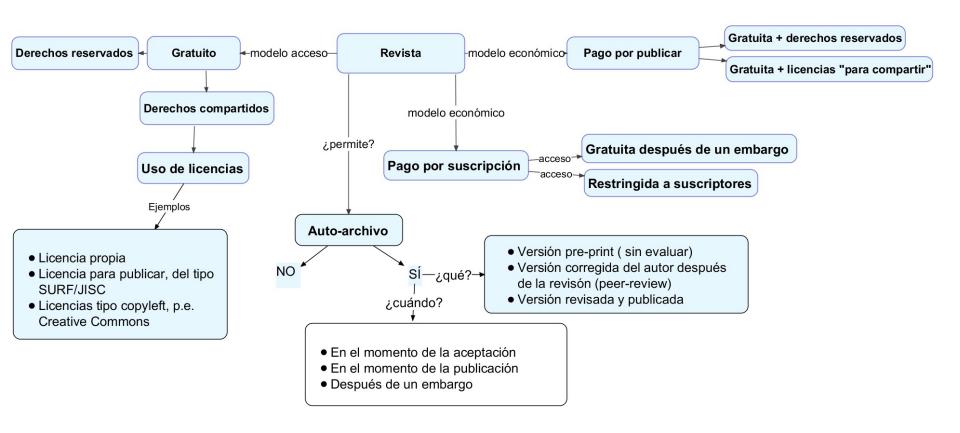


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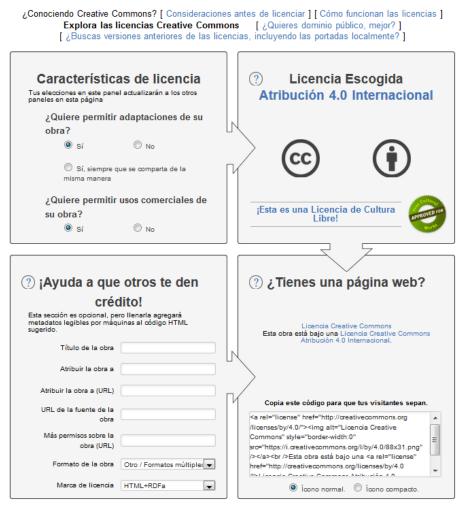
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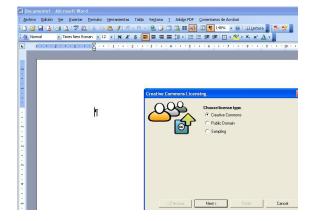


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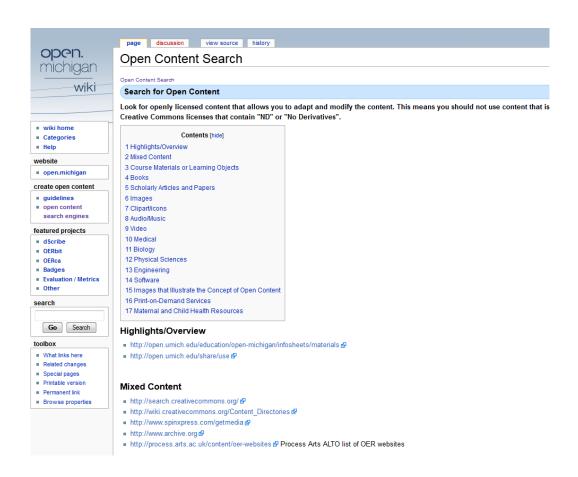




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Proyecto de la Open Knowledge Foundation :

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Open Definition

Defining the Open in Open Data, Open Content and Open Services

DEFINITIONS

Open Definition
Open Software Service
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WEB BUTTONS

Get a web button to show that your project is open!



GUIDANCE

Guide to Open Data Licensing Guide to Open Licensing Open Government Data and Content Resources Open Definition provides criteria for openness in relation to data, content, and software services.

The Open Knowledge Definition (OKD) sets out principles to define 'openness' in knowledge – that's any kind of content or data from sonnets to statistics, genes to geodata. The definition can be summed up in the statement that "A piece of content or data is open if anyone is free to use, reuse, and redistribute it — subject only, at most, to the requirement to attribute and share-alike.".

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We are currently working on a series of additional guidance documents for material in specific domains – such as open data in science and open government data.

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La legislación varia según países....pero si quieres compartir tus datos, asigna una licencia de uso y si es "abierta" mejor (según definición del Open knowledge definition, http://www.opendefinition.org/okd/espanol/)

Open Definition

Defining the Open in Open Data, Open Content and Open Services

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Open Definition

Open Software Service

Definition (OSSD)

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Get a web button to show that your project is open!

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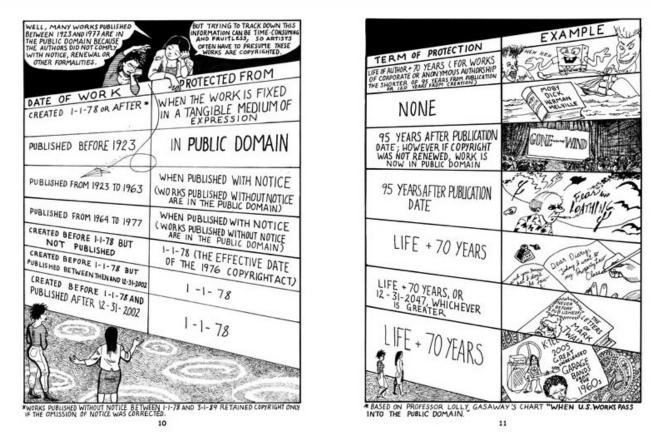
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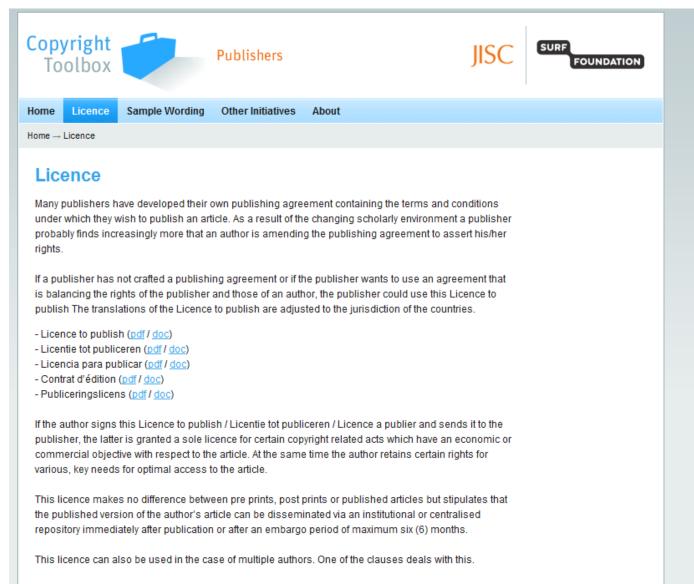
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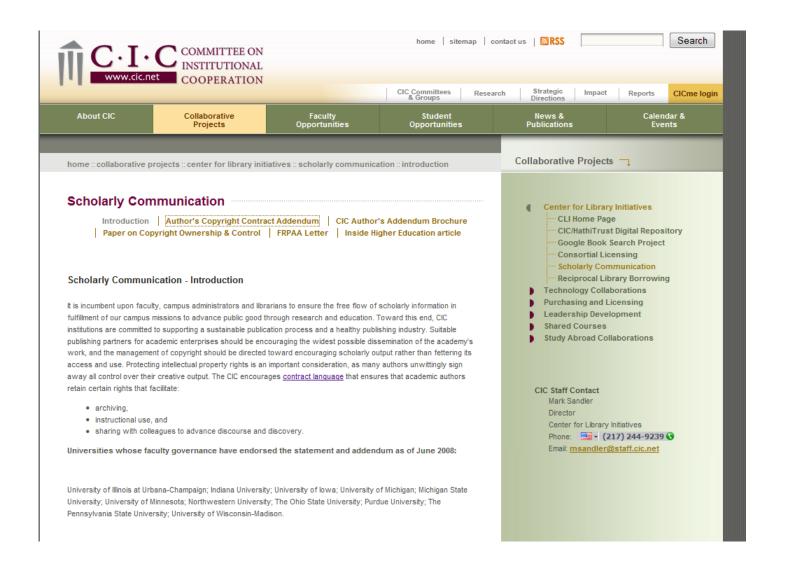
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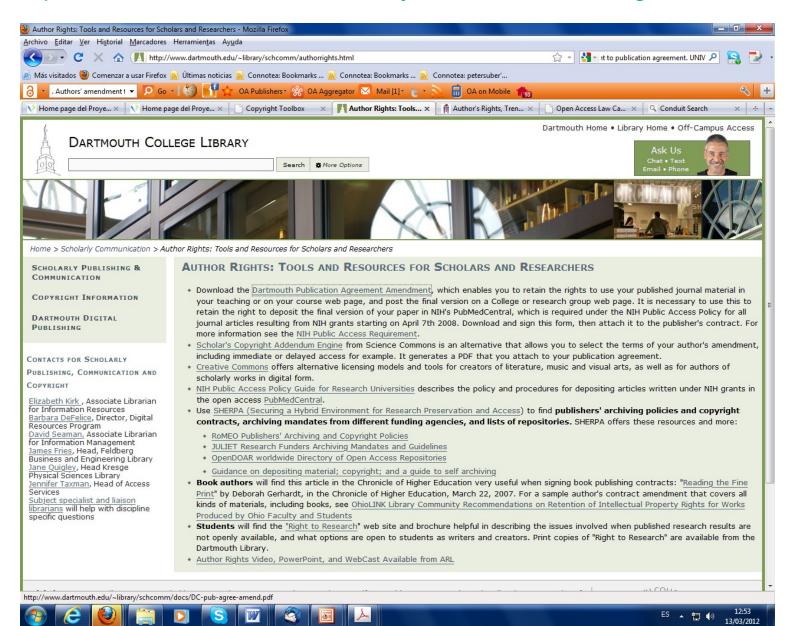
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Understanding Copyright and Related Rights

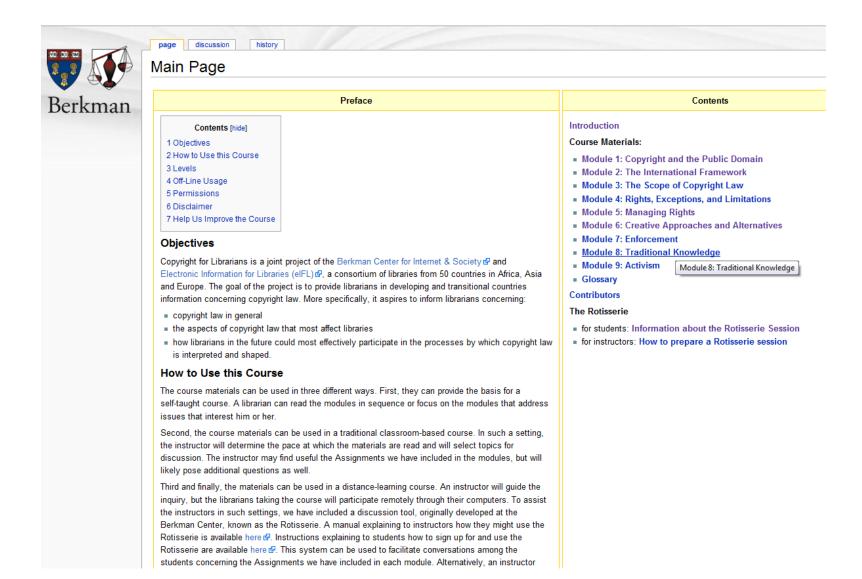
- Introduction
 - Intellectual Property
 - . The Two Branches of Intellectual Property: Industrial Property and Copyright
- · Works Protected by Copyright
- · Rights Protected
 - · Right of reproduction and related rights
 - Rights of public performance, broadcasting, communication to the public and making available to the public
 - Translation and adaptation rights
 - Moral rights
- . Limitations on Rights
- Duration of Copyright
- . Ownership, Exercise and Transfer of Copyright
- . Enforcement of Rights
- Related Rights
- . The Role of WIPO

Introduction

This booklet is intended to provide an introduction for non-specialists or new-comers to the subject of copyright and related rights. It explains in layman's terms the fundamentals underpinning copyright law and practice. It describes the different types of rights which copyright and related rights law protects, as well as the limitations on those rights. And finally it briefly covers transfer of copyright and provisions for enforcement.

Detailed legal or administrative guidance on how, for example, to deal with infringement of copyright, is not covered in this booklet, but can be obtained from national intellectual property or copyright offices. The further information section at the back of this booklet also lists some useful websites and publications for readers requiring more detail.

A separate WIPO booklet, Understanding Industrial Property, offers an equivalent introduction to the subject of industrial property, including patents for invention, industrial designs, trademarks and geographical indications.



http://cyber.law.harvard.edu/copyrightforlibrarians/Main_Page

Copyright for librarians



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Resources

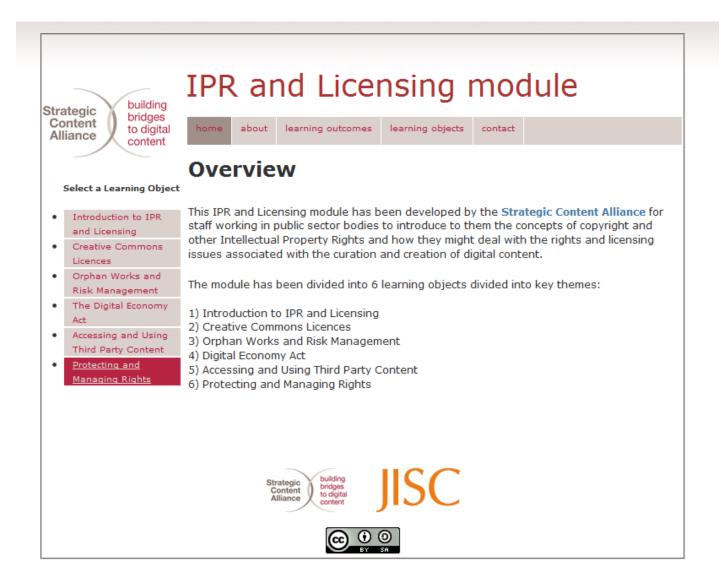
Web2Rights Ltd produces a wide range of resources which support content creators and content users to understand licensing, Intellectual Property Rights and other legal issues associated with the Web. Web2Rights Ltd produced all of the resources for the JISC funded Web2Rights project. You can see the resources by visiting **the project website**.

Here are some more examples of our work from other projects we have worked on:

Learning objects



http://www.web2rights.com



http://www.web2rights.com/OERIPRSupport/risk-management-calculator

Simula los riesgos al usar obras sin permiso si no tiene licencia especifica



OER IPR Support Risk Management Calculator

INSTRUCTIONS

Step One: Select the type of work for which you wish to ascertain the level of risk.

Step Two: Select the criteria relevant to your work according to the drop down options which are available. These are the types of criteria which might affect the level of risk. This is not an exhaustive list. The Indicative Risk Value is calculated by a multiplication of the factors you have selected.

Step Three: Select the end use licence under which you will be making your content available to end users.

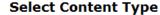
Step Four: An Indicative Risk Value will be displayed. You might use this **Indicative Risk Value** as one tool which can help you when you are assessing risk. Depending upon the level of risk, you may choose to consider how the Indicative Risk Value might be reduced by selecting alternative content.

Step Five: If, having carried out an appropriate Risk Assessment, your project and/or institution decides to use the content, you should consider putting in steps to mitigate potential risks, such as a Notice and Take Down Policy and Procedures, possible insurance and/or other operational and governance related measures. Further information and templates can be found at:

www.web2rights.com/OERIPRSupport and http://sca.jiscinvolve.org/wp/

The decision to use any content is entirely at the project's and/or institution's sole discretion, and this Risk Management Calculator should be only used as part of a wider Risk Assessment process. The authors of this Calculator, the JISC and other associated organisations cannot be held responsible nor endorse any decisions made based upon the use of this Calculator nor held responsible for the Indicative Risk Value which might be indicated.

Step Six: Repeat the process for each layer of content. Click here to reset.





Instructions on use

This Risk Management Calculator can be used to help understand the types of factors that might determine specific levels of risk. It is likely to be of greatest use for OER and other projects who want help to understand the types of variables which might affect their use of materials such as Orphan Works (works in copyright for which the rights holders are unknown or cannot be traced) http://www.iisc.ac.uk/publications/reports /2009/infromthecold.aspx

The Indicative Risk Value which is displayed is graded low, medium or high and is an entirely indicative value.

Risk management is not an exact science, and should always be approached with a full understanding of the issues affecting risk and the likely impact of such decisions. The purpose of this Risk Management Calculator is to provide a tool which you might use, when creating OERs, as part of your risk assessment.

The Calculator and **Indicative Risk Value** should not be used as the only means of assessing risk, and should always be used in the context of your organisation's risk management processes, including the documentation of efforts to trace rights holders, organisational policies and as part of the wider assessments you make when selecting resources.

Further information and templates can be found at: www.web2rights.com/OERIPRSupport and http://sca.iiscinvolve.org/wp/











Disclaimer: This wizard does not constitute legal risk and should be used entirely at the user's own risk. Web2Rights Ltd, HEFCE, CC UK, JISC Legal and HE Academy assume no responsibility or liability for any injury, loss, costs or damage incurred as a result of any use or reliance upon the information and material contained within or produced as a result of using this wizard.

http://jisc-casper.org/content/view/tools









ontact

Templates

Project blog

About JISC Casper

Events

Copyright Tools

Site introduction

Copyright Tools

The following links are to interactive tools to help make sense of copyright as well as provide resources to manage rights.

Interactive Sources of Content Flowchart

This chart shows the flow of content and often multiple layers of rights associated with JISC projects participating in the RepRODUCE programme. It also provides links to resources that can be used to address potential rights-related issues, as well as tools to help manage rights.

Interactive Copyright Tool for Schools and Colleges

Whilst copyright can be a complex issue, this interactive tool, created by JISC Collections, provides a simple route to help teachers and schools understand the rights related issues to ensure that content can be used legitimately.

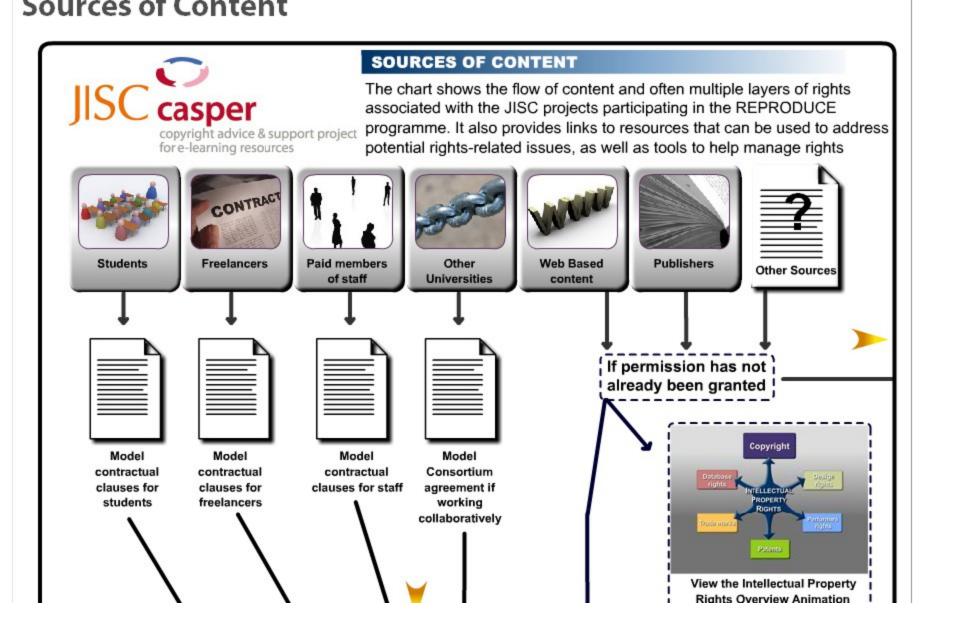


Web site design and development by



A JISC Collections project

'IISC Casper' is a registered trademark of the JISC Content Procurement Company Ltd. Copyright © 2011 JISC Collections.



Web2Rights

ipr & legal issues toolkit

These resources provide a basic IP and Legal Issues toolkit for projects engaging with next generation technologies. There are several ways of working with the resources.

- 1. Download or review the individual resources on this page
- 2. Download or view the relevant Flowchart to select the correct resources for your project
- 3. Use relevant Diagnostic Tool to select the correct resources for your project

The resources are divided into the following sections:

- 1. Basic information about IP, other legal issues and Web2.0
- 2. Practical legal tools for projects engaging with Web2.0
- 3. Template licences, model releases, policies and forms
- 4. FAOs and Use Cases
- 5. Web2.0 and IP Presentation
- 6. IP Animation
- 1. Basic information about IP, other legal issues and Web2.0



1.1 IP and Web2.0 Factsheet

| Word Document | PDF Document |



1.2 Other Legal Issues Factsheet

| Word Document | PDF Document |



1.3 Contract and Copyright Factsheet

| Word Document | PDF Document |

This paper provides an overview of the relationship between contracts and copyright and in particular the types of clauses which might override copyright exceptions to which your institutions may benefit.



The Web2 Rights project is

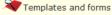
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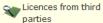
KEY

Overview Papers









Terminology Toolkit







View the Intellectual



Herramientas para el diagnóstico, planteas tu caso y te ofrece las fuentes de consulta oportunas http://www.web2rights.org.uk/diagnostic2.html



http://www.web2rights.org.uk/navigator/content/ipr/diagnostic/index.html

Recomendaciones

Recomendaciones autores vs copyright.....

- 1. "Leer la letra pequeña" y la "grande" también antes de firmar ningún documento
- 2. Habituarnos a poner licencias de uso a nuestros documentos
- 3. Comprobar antes de publicar si los requisitos de nuestros proyectos incluyen el acceso abierto para asegurarnos que la revista elegida lo permite
- 4. Las adendas a los contratos de copyright son posibles
- 5. A veces los obstáculos para la reutilización de nuestros trabajos se vencen contactando simplemente con el editor, que puede consentir ocasionalmente
- 6. Habituarnos a depositar una copia de los artículos accesibles a través de internet, preferentemente en un repositorio institucional o temático.

Recomendaciones editores vs copyright....

- Deben mencionarse los derechos de explotación de los artículos, preferentemente en un lugar visible y específico. Tanto los atribuidos a la editorial como al autor
- Utilizar términos claros, precisos y concisos, que no induzcan a la ambigüedad, por ejemplo:
- "....se permite al autor la reutilización de los trabajos publicados con fines no comerciales, incluyendo su depósito en repositorios institucionales, temáticos o páginas web personales..."
- Utilizar licencias Creative Commons, esto no induce a error en cuanto a los términos en los que puede reutilizarse el articulo http://creativecommons.org/choose/

•.......

La reutilización de los materiales (objetos digitales) dependerá de:

- La cesión no exclusiva de los derechos de explotación
- Del uso de licencias para publicar no restrictivas
- Uso de licencias que permitan un uso posterior de las obras
- De los permisos según las versiones de los trabajos

Localización de derechos de explotación vs auto-archivo, para el caso de revistas científicas

ROMEO/SHERPA http://www.sherpa.ac.uk/romeo

RoMEO

List of all publishers

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All publishers RoMEO Colour: Open Access Mandate compliance: No funders Go >> A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q-R-S-T-U-V-W-X-Y-Z-AII Key: 🗸 Can archive 🋫 Archiving with restrictions 💃 Cannot archive 🧳 Unclear policy — No information 💲 Fee for publisher's version Important: Check the full record for your publisher, because archiving may be subject to restrictions or conditions. Self-archiving Rights Paid OA Option Publisher (linked to the full RoMEO details) RoMEO Publisher's Author's Author's Colour Pre-Print Post-Print Version/PDF Wageningen Academic Publishers Green Walter de Gruyter Yellow \$ Weed Science Society of America White Westburn Publishers Yellow White Horse Press Green Whitehouse Publishing (UK) Green Wichtig Editore White White: Wildlife Society Yellow Wiley-Blackwell Wiley-VCH Verlag Berlin Green White Wire Association International (WAI) W/IT Droce \A/hite

Un proyecto para el análisishttp://www.accesoabierto.net/dulcinea/

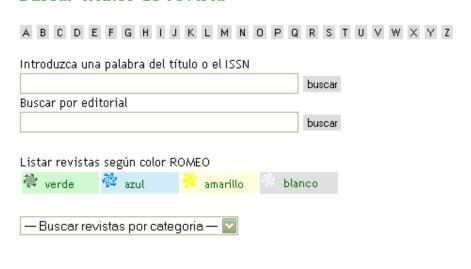


DULCINEA

Derechos de copyright y las condiciones de auto-archivo de revistas científicas españolas

Suscar | Sugerir título | Acerca de BuscaRepositorios | Melibea | AccesoAbierto.net

Buscar títulos de revista

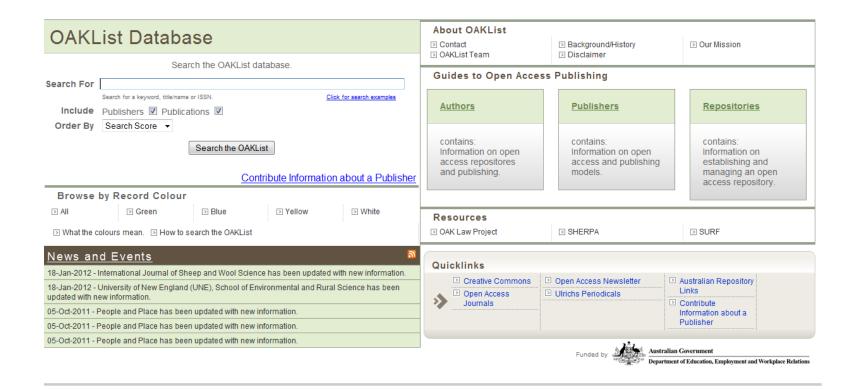


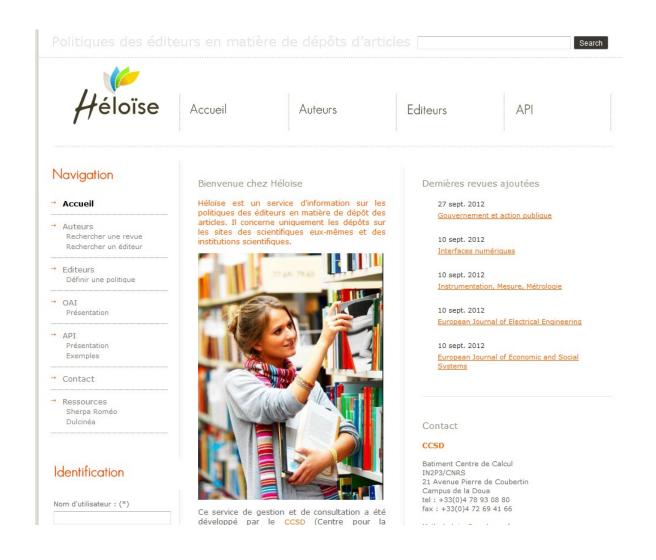
DULCINEA, por su analogía con el proyecto ROMEO-Sherpa (http://www.sherpa.ac.uk/about.html), es un proyecto cuyo objetivo es conocer las políticas editoriales de las revistas españolas respecto al acceso a sus archivos, los derechos de copyright sobre los mismos y cómo estos pueden afectar a su posterior auto-archivo en repositorios institucionales o temáticos.

También puede utilizar la consulta avanzada por campos.



OAKlist http://www.oaklist.qut.edu.au/database/Basic.action





http://heloise.ccsd.cnrs.fr/?lang=en



Diretório de Políticas de Acesso Aberto das Revistas Científicas Brasileiras ibict

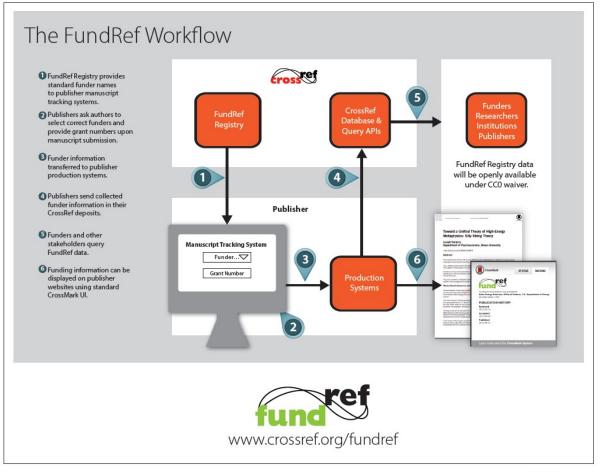


http://diadorim.ibict.br/

FundRef

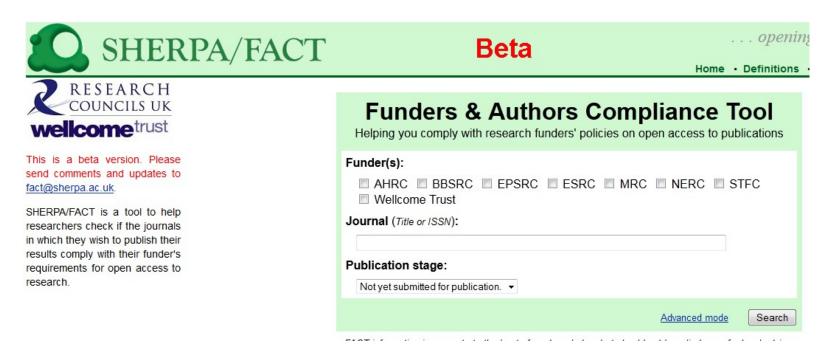
Permite recuperar por entidad financiadora los artículos que salen de la investigación sufragada por la misma, por consulta contra la base de datos de Crossref (DOIS)

http://www.crossref.org/fundref/





http://www.sherpa.ac.uk/fact/



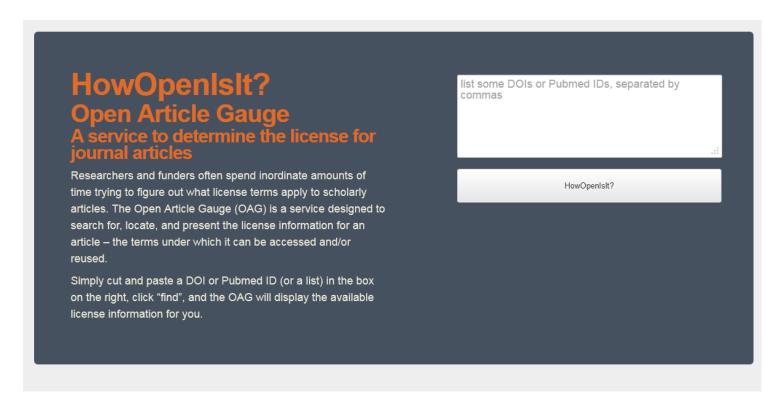
Herramienta de SHERPA para ver si una revista cumple con las políticas de los agentes financiadores señalados (RCUKs + Wellcome Trust)

Ejemplo... revista Food, ¿cumple con las política de OA de la Wellcome Trust? Resultado:



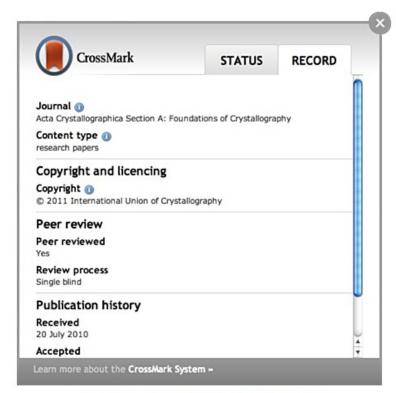
Open Article Gauge (indicador de lo "cuanto abierto" es un artículo) http://oag.cottagelabs.com/lookup/

Permite averiguar las licencias de distribución de los articulos por DOI y/o IDs de Pubmed



http://www.crossref.org/crossmark/PublishersPubRecInfo.htm

CrossMark incorpora info en su registro acerca del tipo de licencia del trabajo en una revista (pestaña RECORD). Además de otras incidencias sobre el estatus del pdf publicado (STATUS): comentarios sobre versiones, actualizaciones, retractaciones...)



http://dx.doi.org/10.1107/S0108767310044892

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- · Publication history,
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- Funding sources,
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¿Dudas?