Unisa Open Scholarship Seminar
“Open in order to advance African Scholars and Researchers”

Creative Commons licensing

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This presentation is not about **WHY** we should have OA,

this session is about the **legal mechanism** behind OA
I.o.w., what we discuss here is **HOW** we can (legally) open up copyrighted content to facilitate sharing & collaboration.
Open Access is the practice of providing unrestricted access [via the Internet] to peer-reviewed scholarly materials such as journal articles, theses, scholarly monographs and book chapters/books.
Gold OA: Publication in Open Access publications (typically OA Journals)

Green OA: Publication in ‘closed’ Scholarly publications & manuscript deposited in Open Access (institutional) Repository
Open Access: Unlocking Scientific Knowledge

Open Access (OA) is the free, unrestricted access via the internet to knowledge in the form of research outputs — so research is free to access and includes full re-use rights.

Making knowledge both free to access and free to use, re-use, and build upon is critical for international development. Science builds on itself and requires collaboration and the exchange of ideas, but individuals must be able to access and fully use this knowledge base in order to engage.

Why Open Access?

Development-focused arguments in support of Open Access

In *The Future We Want for All*, the “knowledge challenge” is described as one of the key challenges and opportunities to which the post-2015 UN development agenda should respond:

- Limited access to knowledge hampers progress towards inclusive growth and employment creation, technological progress for sustainable development and health improvements. Greater knowledge sharing will be critical to induce the transformative changes needed to achieve food, nutrition and energy security in sustainable ways and to contain the threat of climate change.

- Public access to publicly-funded research
- Open Access accelerates the research & development cycle
- Access to knowledge as a human right
- Increased visibility for authors
- Increased uptake and usage of research sponsored by funding agencies
- Advances in technology support innovation — if research and data are openly licensed

If we want to accelerate the development of Africa, we must embrace Open Access.

If knowledge is the currency of our time, then Open Access is a redistribution mechanism.

Open Access is right for the World Bank. If you are a mission-driven organization, Open Access should be right for you.

Carlos Rosal, Publisher for the World Bank

Open Access Checklist for Development Organizations:

- Build a repository of current and archived open research, reports, data
- Use Creative Commons (CC) licenses instead of copyright © for research outputs
- Adopt an Open Access model for all publications
- Develop and implement an Open Access policy covering internally-produced & sponsored research
- Connect Open Access to the organizational mission
- Help build awareness of Open Access among researchers and other organizations
- Plan for and invest in OA at a programmatic level to ensure adequate resources and staffing to develop, launch, and sustain OA publishing and initiatives

Examples of National and Research Funders’ OA & Related Policies

- Argentina (national policy)
- Australian Research Council
- Autism Speaks
- European Commission
- Food & Agriculture Organization (FAO)
- Higher Education Funding Council of England (HEFCE)
- Germany (national policy)
- International Development Research Centre (IDRC)
- Norwegian Research Council
- Spain (national policy)
- UK Department of International Development (DFID)
- United Nations Economic Commission for Africa (UNECA)
- United Nations Educational, Scientific, and Cultural Organization (UNESCO)
- White House Office of Science & Technology Policy (OSTP) (covers top US federal funding agencies)
- US National Institutes of Health (NIH)
- Wellcome Trust
- World Bank

Open Access is key to unlocking scientific knowledge. If you want to learn more, please visit www.clobridgeconsulting.com.
Increasingly, copyright restrictions are seen as a potential bottleneck for digital sharing
Copyright supports orthodox models of publishing that many feel are somewhat broken, especially in the context of knowledge produced with public funds.
Criticism: the **actual content is produced and usually peer-reviewed by academics** – *free of charge*

&

isn’t it a bit absurd that while the content is produced by academics that are paid with **taxpayers’ money**, taxpayers have to pay (again) to access the material?
Funders / institutions increasingly request to publish project results openly.
<but why do we need open licensing in the first place?>
The way *copyright laws* around the world operate is that the moment creative works are created (*including scholarly works*), creators get a *monopoly* that allows them to decide if and how others can use this work.
Default & automatic All Rights Reserved situation
Duration of copyright protection in

✓ depending on the nature of work

✓ rule of thumb for literary works: end of the year in which author dies + 50 years
but in employer-employee relationships (incl. at universities) the employer usually owns the copyright

and funding contracts may assign © to the funder…
Assignment
transfer of rights

Licensing
permission to make use of copyrighted material
Sounds all good …

But what happens if you actually want to share your material more freely?
E.g., because your main objective is widest-possible dissemination rather than making money?
ACADEMICS’ ONLINE PRESENCE

A FOUR-STEP GUIDE to taking control of your visibility

Sarah Goodier and Laura Czerniewicz

https://tinyurl.com/qazbap5
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Should we really create and accept private ownership and monopolies in cultural and knowledge material?

As this can severely hamper access to knowledge, incl. educational / scholarly material?
Could it be that new modes of copying and sharing creative content brought about by digital technologies require a re-thinking of the traditional concept of copyright protection and copyright based business models?
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