

Example: Publisher wants to hold the exclusive rights of your publication

Some publishers are trying to hold exclusive rights of your works. This enables the publishers to do with your work what they want. They may reproduce your work in future revisions without your participation or they can even promote your work without your attribution. The latter, if the publisher deems appropriate. Your book chapter may neither be published on your personal website nor in ZORA (www.zora.uzh.ch) or anywhere else. Only a summary may be published. This means that the publishing agreement does not permit that you can fulfill the [Open Science Policy of the University of Zurich](#) and the [SNSF](#) (if you have received funds from the SNSF).

An Example of a publishing contract for a book chapter illustrates this situation:

«you assign to us the copyright and all other rights in and to the contribution. This assignment of rights means that you have given us the exclusive right to publish and reproduce the contribution, or any part of the contribution, in print and all other forms of media, in any edition, revision, or other form, in all languages, throughout the world, and the right to license others to do the same. We may list your name and affiliation for credit, promotional and advertising purposes associated with your contribution in such manner which, in our judgment, fairly reflects your contribution. We may, but we are under no obligation to request your participation in any subsequent editions of the Work, and we may use all or any of your contribution in any such revisions and/or editions or in any other manner or form without additional compensation other than expressly provided in this Agreement.

As the author of your contribution you may publish a summary of the contribution on your personal or your institution's website and may make copies of up to 10% of the contribution for your classroom use.»

Recommended procedure to prevent the transfer of all rights to the publisher

Our recommendation is a multi-stage approach on the basis of information as described on our website:

<https://www.ub.uzh.ch/en/wissenschaftlich-arbeiten/Rechtliche-Aspekte/verlagsvertrag-und-autorenrechte.html>

1. Generate an Open Access Addendum with the specification "Access-Reuse", sign it to the publisher along with your present publishing contract. The specific procedure can be found on <http://scholars.sciencecommons.org/>
2. If the publisher rejects: the same as under 1, but with the specification "Delayed Access". Then an embargo period of six months for your secondary publication will apply.
3. If the publisher also rejects step 2: Try to change the publishing contract as follows (red), send it to the publisher and point out the changes. We propose an embargo period of 12 months.

*«you assign to us **rights in and to the contribution on a non-exclusive basis**. This means that you have given us the **non-exclusive** right to publish and reproduce the contribution, or any part of the contribution, in print and all other forms of media, in any edition, revision, or other form, in all languages, throughout the world, and the right to license others to do the same. We may list your name and affiliation for credit, promotional and advertising purposes associated with your contribution in such manner which, in our judgment, fairly reflects your contribution. We may, but we are under no obligation to request your*

participation in any subsequent editions of the Work, and we may use all or any of your contribution in any such revisions and/or editions or in any other manner or form without additional compensation other than expressly provided in this Agreement.

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*As the author of your contribution you may publish **the Work (in final published form but not earlier than 12 months after original publication by the publisher)** on your personal or your institution's website or your institutional repository. You may make **copies of the contribution** for your classroom use **at any time.**»*

4. In all cases, please make sure that you receive the final published version of your book chapter from the publisher. This version can then be uploaded to ZORA. Please inform the Open Access Team about the newly negotiated agreement by setting a short notice in the ZORA-box "comments and suggestions" or elsewhere in ZORA. This enables the ZORA team to set the visibility of the full version according to your contract.

It is of course up to you how far you can or want to go. It is a matter of trying to improve your situation by not transferring all your rights to the publisher.

Solution: Positive result of negotiations with the publisher

Finally, in our example, the publisher has changed the publishing contract for the benefit of the authors (see green passage in the text). The authors thus retain the copyright and they don't grant all the rights to the publisher. To retain the copyright would not be sufficient if exclusive rights then were assigned. It is the combination of retention the copyright and the non-exclusive transfer of rights to the publisher, which will now allow the parallel publication in a repository like [ZORA](#).

*«It is understood and agreed that **the copyright in the contribution is owned by the author**. To facilitate publication of your contribution, **you assign to us the non-exclusive right to publish and reproduce the contribution in print and all other forms of media, in any edition, revision, or other form, in all languages, throughout the world, and the right to license others to do the same**. We may list your name and affiliation for credit, promotional and advertising purposes associated with your contribution in such manner which, in our judgment, fairly reflects your contribution. We may, but we are under no obligation to request your participation in any subsequent editions of the Work, and if you do not participate in subsequent editions, the contribution will not be included. The publisher will include an appropriate copyright notice in the Work.»*

You see, it is worthwhile to negotiate with publishers and hence not to assign all rights to the publishers. This allows you to publish your article via the Green Road to Open Access, thus in a repository such as ZORA and your content is visible to everyone in the world.