

Information on Open Access, Copyrights, and Licenses

What is meant by “Open Access”?

For scientific and scholarly literature, the Budapest Open Access Initiative (BOAI) defines Open Access as follows: “By ‘open access’ to this literature, we mean its free availability on the public internet, permitting any users to read, download, copy, distribute, print, search, or link to the full texts of these articles, crawl them for indexing, pass them as data to software, or use them for any other lawful purpose, without financial, legal, or technical barriers other than those inseparable from gaining access to the internet itself. The only constraint on reproduction and distribution, and the only role for copyright in this domain, should be to give authors control over the integrity of their work and the right to be properly acknowledged and cited.” ([Budapest Open Access Initiative](#))

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“Progress in science and scholarship can only be achieved if scholars are able to build on earlier research results and apply them. However, scientific work is often complicated by a lack of clarity on whether, how, or under what terms the documents, illustrations, graphics,

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What are Creative Commons licenses?

CC licenses allow holders of copyrighted material to grant usage rights to anyone interested in using the work. Usage rights range from simple sharing to translation, use as teaching material, and textual modifications. Six different CC license types have become established, specifying the terms of use in different ways. They are composed of four basic modules:

Abbreviation	Module	Definition
by	Attribution	The author must be credited as the originator.
nc	Noncommercial	The work may not be used for commercial purposes.
nd	No derivatives	The work may not be modified.
sa	Share alike	The work, modified or not, must be distributed under the same license as the original.

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Why do we not recommend the additional CC license element NC?

Adding the CC license element NC to a Creative Commons license prohibits commercial use. This initially sounds good to authors, and is a popular choice. However, the NC module can be problematic in many respects, as it excludes types of use which actually may be in the interest of the author. For instance, it prohibits sharing the material in newspapers, archives, and open knowledge banks such as Wikipedia. In addition, educational and training institutions that are not exclusively publicly funded are not necessarily permitted to use material with a NC license.

A further disadvantage of the NC module is that in many cases it is not exactly clear what counts as commercial use. Many blogs display advertising to generate revenue in order to cover their server costs. Should these blogs then be classified as commercially driven? NC licensing terms remain rather vague on this point, so that interested parties may as a precaution decide not to use the NC-licensed material (Klimpel 2012).

The SA (Share Alike) module is an useful alternative for authors who want to prevent others from making money with their content, as it requires “sharing under the same (license) conditions.” The same licensing terms must be applied to modified material as to the original work. In other words, if companies create materials using SA-licensed content, they must make those materials freely available under Share Alike conditions. Very few companies want to take that step, and as a result it is rare for unwanted commercial usages to occur. At the same time, a Share Alike license allows educational institutions that are not, or not fully, publicly funded to use the materials.

Why do we not unreservedly recommend the additional CC license element ND?

The CC license element ND (No Derivatives) prohibits the distribution of content that has been modified in any way, such as translations or excerpts. That makes the ND module particularly restrictive for the domain of education and research. For example, if an edited volume is given a CC BY ND license and made accessible on the internet, only the volume as a whole can be used, not selected texts. In some cases it makes sense to redistribute articles in a modified form, for example as a long excerpt—but this is not possible if you apply the restrictive ND (Graf 2014).

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How do I obtain image rights?

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