

## Open Access Licensing Best Practice Statement

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All actors in the science publishing and scholarly publication chain have a stake and interest in making terms and conditions for use of publicly posted scholarly content easy to find, easy to read and easy to interpret.<sup>1</sup>

Building on the experience of ten years of Open Access publishing, STM suggests the following practical steps to its member publishers, to users of posted research materials and to knowledge managers responsible for setting institutional or subject repository conditions:

1. Terms of use should be made explicit and clearly referenced or incorporated—having only a vague system of national law-dependent “implied licences”, or relying on vague or multifactor-dependent national exceptions from copyright protection is not helpful for users, knowledge managers or publishers.
2. Licensing terms and conditions should be persistent and consistent. Authors and publishers may set different terms for different versions of journal articles or data, or for different methods of distribution, but should not change terms for content once posted or made public.
3. The party providing the terms of use, whether “bespoke” terms and conditions or through reference to a third party resource, should be identifiable. Knowing who set the terms will matter if user licence policies are periodically revised and whether or not the terms are underpinned by appropriate warranties and indemnities.
4. Offer clearly worded user licences or, if “legalese” were necessary, offer plain language layman’s guide to terms and conditions along with answers to Frequently Asked Questions (FAQs) . Examples of “easy read” aids can be found here, for instance regarding text and data mining or regarding translation rights.
5. Consider using “plain language licensing” that clarifies permitted and prohibited uses in simple ways – e.g. refer to STM’s sample plain language clauses offered as examples for a variety of uses (private use, public posting, private non-commercial derivative re-uses, text and data mining and translation with some Reserved Commercial Rights (RCR) set out in an [Annex to STM’s Twelve Points to Make Open Access Licensing Work](#), or other appropriate materials if you rely on non-standard third-party set terms of use.

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<sup>1</sup> At heart, electronic publishing, whether open access or by way of subscription-based business models have one important commonality: both groups of business models rely on the licensing of copyright-protected materials, ie on “legal code” that define user rights – what can be done with the content in question.