



CPDWL - Continuing Professional Development and Workplace Learning Section  
NPSIG - New Professionals Special Interest Group  
LAC - Latin American and Caribbean Section  
USP - University of São Paulo, Ribeirão Preto, Brazil



**Webinar para América Latina e Caribe - Direitos de autor e bibliotecas: por que é importante manter-se informado**

# **Direitos autorais e as revistas científicas brasileiras**

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# Pauta

- HOJE NO BRASIL – situação emergencial para
  - discutir,
  - tomar posição,
  - agir,
  - participar da construção da ciência brasileira!!!
- RESTRINGIR O FOCO DESSE WEBINAR :
  - **revistas brasileiras versus direitos de autor**



# REVISTAS BRASILEIRAS

- Brasil é conhecido internacionalmente por suas iniciativas de ACESSO ABERTO
  - PROGRAMA SCIELO DA FAPESP
  - PAÍS COM MAIOR CONCENTRAÇÃO DE REVISTAS UTILIZANDO O SOFTWARE OJS / SEER - +-1700
- No entanto, até hoje NÃO temos aprovado
  - A reforma da LDA
  - Política Nacional de Acesso Aberto
  - e também inexitem políticas de agências de fomento e políticas institucionais efetivas.



# PRODUÇÃO NACIONAL EM REVISTAS

- Qual é o contexto atual?
- Como está a questão dos direitos autorais?
- O que significa uma revista em acesso aberto no Brasil hoje?

# ACESSO ABERTO

## ESPECTRO DO AA: HOW OPEN IS IT? (QUÃO ABERTA É? )

PLOS - Public Library of Science

[www.plos.org](http://www.plos.org)

SPARC - Scholarly Publishing and Academic Resources Coalition

[www.arl.org/spard](http://www.arl.org/spard)

OASPA - Open Access Scholarly Publishers Association

[www.oaspa.org](http://www.oaspa.org)

**URL do GUIA em português:** [http://www.plos.org/wp-content/uploads/2014/10/PLOS-HOII-leaflet\\_Portuguese-V2\\_final.pdf](http://www.plos.org/wp-content/uploads/2014/10/PLOS-HOII-leaflet_Portuguese-V2_final.pdf)

# ACESSO ABERTO

## Segundo SPARC + PLOS + OASPA

- *“Acesso aberto é um meio de disseminação da investigação científica que quebra com o tradicional modelo de subscrição de revistas. Tem o potencial de acelerar o ritmo da evolução científica, encorajar a inovação e enriquecer a educação por meio da redução das barreiras de acesso. O AA transfere os custos de publicação permitindo aos leitores e investigadores obter conteúdos de uma forma gratuita.... (continua)*

# ACESSO ABERTO

Segundo SPARC + PLOS + OASPA

- (continuação..). **NO ENTANTO**, o AA **NÃO** significa apenas que “os artigos são gratuitos para os leitores”. O AA engloba um conjunto de princípios relacionados com a leitura, a reutilização, os direitos de autor e as versões dos conteúdos legíveis e utilizáveis por máquinas”...

# ACESSO ABERTO

AA - Três aspectos fundamentais e concomitantes:

*(1) DIREITOS DOS LEITORES*

*(2) DIREITOS DE AUTOR*

*(3) DEPÓSITO AUTOMÁTICO E ACESSIBILIDADE POR MÁQUINAS !!!*



# ACESSO ABERTO – DIREITOS DOS LEITORES

- Significa *tempo de acesso*

❖ imediato,

❖ embargo não superior a 6 meses,

❖ -embargo superior a 6 meses

❖ acesso aberto a parte do conteúdo

❖ Subscrição, adesão, pagamento-por-artigo e outras taxas para acesso aos artigos



# ACESSO ABERTO – DIREITOS DOS LEITORES

- Mas também significa *direitos de reutilização*

- ❖ copiar, distribuir, exhibir e executar a obra e fazer trabalhos derivados dela, conquanto que dêem créditos devidos ao autor ou licenciador, na maneira especificada por estes.
- ❖ copiar, distribuir, exhibir e executar a obra e fazer trabalhos derivados dela, desde que sejam para fins não-comerciais.
- ❖ copiar, distribuir, exhibir e executar apenas cópias exatas da obra, não podendo criar derivações da mesma.
- ❖ distribuir obras derivadas somente sob uma licença idêntica à que governa a obra original.
- ❖ sem direitos de reutilização além da utilização justa/práticas comerciais ou outras limitações ou exceções de direitos de autor (todos os direitos reservados).

**MODELOS CREATIVE COMMONS (cc)!**



# ACESSO ABERTO – DIREITOS DE AUTOR

- Significa **foco no direito patrimonial**
  - ❖ autor retém os DA sem restrições
  - ❖ retém DA mas com amplos direitos, incluindo a reutilização para apresentações e derivados
  - ❖ retém DA limitados de reutilização, somente para apresentações
  - ❖ O editor retém os direitos de autor sem permissão de utilização pelo autor para além da utilização justa.



# ACESSO ABERTO – DIREITOS DE AUTOR

- MAS também significa *direitos de depósitos*
  - ❖ depositar imediatamente qq versão em repositórios ou sitio web
  - ❖ depositar imediatamente uma versão (definida pela editora) em qqr repositório ou web
  - ❖ depositar versão definida em qq repositório ou sítio web com período de embargo
  - ❖ depositar uma versão definida em determinados locais com ou sem período de embargo
  - ❖ não pode depositar em nenhum local e em nenhum momento.



# ACESSO ABERTO – DEPÓSITO AUTOMÁTICO

- ❖ revistas disponibilizam cópias dos artigos de forma automática em repositórios confiáveis de terceiros
- ❖ idem ao anterior mas no prazo de 6 meses
- ❖ idem ao anterior mas no prazo de 12 meses
- ❖ revistas disponibilizam alguns artigos em repositórios no prazo de 12 meses
- ❖ não é permitido o depósito automático em repositórios.



# ACESSO ABERTO – ACESSIBILIDADE POR MÁQUINAS

- ❖ txt integral do artigo, metadados, dados suplementares (incluindo marcação de formatos e semântica) e citações podem ser acedidos por API com instruções públicas.
- ❖ txt integral, metadados e citações podem ser acedidos por API com instruções públicas
- ❖ txt integral, mtadados e citações pode ser recolhidos sem permissão especial ou registro
- ❖ Idem anterior mas com permissão
- ❖ Os textos integrais dos artigos não estão disponíveis para recolha.





# REVISTAS BRASILEIRAS

- Como estão nossas revistas?
  - Permitem que o direito de autor permaneça com o autor?
  - Esclarecem qual modelo de uso do conteúdo pode ser feito?
  - Participam do movimento dos repositórios institucionais no país?
- => Lembrem-se, pela LDA brasileira, se NADA é declarado por escrito TUDO é proibido!**



# REVISTAS BRASILEIRAS

- Praticamente 100% são publicadas por instituições de ensino e pesquisas.
- Praticamente 100% são custeadas com recursos públicos
- No entanto, NÃO existem políticas institucionais de informação que ENGLOBEM também as revistas institucionais.
- Assim, quem responde pelas revistas? O editor científico? Aqui reside OUTRO problema de direitos de autor!!!





# REVISTAS BRASILEIRAS

- Como é feito o registro e controle das revistas institucionais no ISSN? Responsabilidade do editor ou da instituição?
- Existem regras institucionais claras para a participação da revista em diversos serviços, portais e indexadores?
- As revistas institucionais estão enfatizando o próprio repositório institucional?



# REVISTAS BRASILEIRAS

- Como está o compartilhamento entre as revistas institucionais indexadas pela SciELO?
- Quem da instituição tem acesso ao contrato assinado pela SciELO com a Thompson Reuters?
- Tal contrato é condizente e factível a todas revistas das instituições?
- Esse contrato menciona todas essas questões dos direitos do leitor, direitos do autor, depósito e acessibilidade por máquina??



# REVISTAS BRASILEIRAS

- Quem da instituição está acompanhando a nova proposta CAPES de lançar ainda neste ano edital para contratar editoras internacionais especializadas na área acadêmica para **publicar em acesso aberto pela internet cerca de cem revistas científicas brasileiras.**
- <http://www1.folha.uol.com.br/ciencia/2014/10/1541286-capes-anuncia-projeto-de-internacionalizacao-de-revistas-cientificas-brasileiras.shtml>



# REVISTAS BRASILEIRAS

- Como serão feitos esses contratos, em termos dos direitos de leitor, autor, depósito e acessibilidade por máquina?
- Como irão conviver os três modelos brasileiros: portais institucionais das revistas, Programa SciELO FAPESP e esse novo portal CAPES?



# REVISTAS BRASILEIRAS

- Onde os bibliotecários podem atuar?
  - portal das revistas e editores científicos
  - políticas institucionais
  - repositórios institucionais
  - junto ao Ministério da Cultura para pressionar a reforma da LDA
  - junto as associações para apoiar Tratado Internacional – IFLA e Declaração de Lyon
  - criar espaços de apoio a própria comunidade
  - participar de listas de discussão na área para fortalecer conhecimento
  - ...

<http://www.lyondeclaration.org/>



Stakeholders who share the vision expressed in the Lyon Declaration on Access to Information and Development are therefore [invited to join the signatories](#) that have already signed the Declaration.

http://blogs.iadb.org/abierto-al-publico/2014/11/06/que-son-las-oficinas-de-conocimiento-abierto-y-como-pueden-ayudar-nuestras-universidades/#.VGN5g\_POXIU.twitter

Página principal Todos los blogs



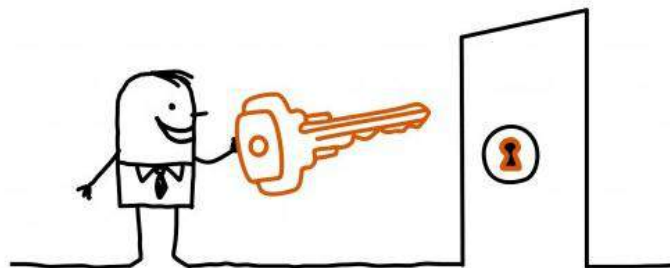
blogs.iadb.org

Você está no modo de tela inteira. [Sair do modo tela cheia \(F11\)](#)



Un blog del BID para aprender sobre "Open Knowledge" en América Latina y el Caribe

Inicio | Open Knowledge | MOOC | Open Data | Open Access | Q



NOV  
06

QUÉ SON LAS OFICINAS DE CONOCIMIENTO ABIERTO Y CÓMO PUEDEN AYUDAR A NUESTRAS UNIVERSIDADES

iREGÍSTRATE!



#openknowledge

Open Steps  
@OpenSteps

55m

About to start Hangout to discuss further development of [directory.open-steps.org](#) to map #openknowledge worldwide  
[plus.google.com/events/c46ni4h...](#)

Open Knowledge

6h

# **Alguns exemplos de sites universitários para orientar questões de direitos de auto**



# http://library.case.edu/copyright/addendum.html

The screenshot shows a web browser window with the address bar displaying `library.case.edu/copyright/addendum.html`. The page header features the Kelvin Smith Library logo and the text "KELVIN SMITH LIBRARY CASE WESTERN RESERVE UNIVERSITY". A search bar is present with the text "Summon: Search across the library's collections..." and a "Search Summon" button. Below the header, the page content is organized into a sidebar and a main area. The sidebar lists navigation links: COPYRIGHT@CASE, CASE COPYRIGHT POLICY, EXCLUSIVE RIGHTS, AUTHOR ADDENDUM RIGHTS, PUBLIC DOMAIN CHART, FAIR USE, LEGISLATION, COPYRIGHT MYTHS, PERMISSIONS, RESOURCES, and KSL HOME. The main area has a breadcrumb trail "Copyright > Author Addendum Rights" and a main heading "Retain More of Your Copyrights When You Publish". The main text explains that while Copyright Law has not changed, new negotiating styles with publishers can help authors retain more rights. It includes sections for "Author's Copyright Contract Addendum", "Other Initiatives for Alternative Copyrights", and "Creative Commons". The browser's taskbar at the bottom shows various application icons and the system clock indicating 19:47 on 11/11/2014.

**KELVIN SMITH LIBRARY**  
**CASE WESTERN RESERVE UNIVERSITY**

Summon: Search across the library's collections...  
Search Summon  
or access the [Advanced Search](#) [Catalog Databases](#) or [eJournals](#) directly

**COPYRIGHT@CASE** Copyright > Author Addendum Rights

**CASE COPYRIGHT POLICY**

**EXCLUSIVE RIGHTS**

**AUTHOR ADDENDUM RIGHTS**

**PUBLIC DOMAIN CHART**

**FAIR USE**

**LEGISLATION**

**COPYRIGHT MYTHS**

**PERMISSIONS**

**RESOURCES**

**KSL HOME**

## Retain More of Your Copyrights When You Publish

For many years, it has been common practice in academe for authors to sign away all their exclusive rights to book and journal publishers. While Copyright Law has not changed, new negotiating styles with your publisher can help to bring about change and flexibility so you can retain some of your rights—yet still benefit both you and your publisher. Several documents here can help you prepare to negotiate your rights.

### Author's Copyright Contract Addendum

Academic institutions have already begun to adopt an authors' addendum documents which can be attached to a publisher contract. This addendum is an agreement between you and your publisher that allows you to retain non-exclusive, specific rights for professional use—yet also allows the publisher to continue to publish and exercise similar rights for distribution and copies.

The addendum is an agreement with multiple benefits: for you, the institution, the publisher, and for print as well as digital uses. It gives the original author more flexibility in scholarly & related professional activities, including digital retention at the institutional level. In the spirit of agreement and practical rights for authors, if the publisher's contract and the author's addendum are in conflict, the addendum agreements will prevail.

Case has an Author's Addendum that can be used in negotiations with your publisher. Using the addendum can give you increased post-publication usage rights for your teaching, and also provide for inclusion of your work in Digital Case, the university institutional repository. There are other examples of addendum agreements now appearing. One is the CIC Provosts (Committee on Institutional Cooperation) Scholarly Communication Introduction with an Author Contract Addendum supporting new copyright agreements. Also, Case is a member of SPARC (Scholarly Publishing & Academic Resources Coalition), developed in recent years by ARL (Association of Research Libraries) as a catalyst for change in scholarly communication and publication. SPARC has publishing news, author's resources and a helpful brochure on Author's Rights, as well as an Author Addendum.

### Other Initiatives for Alternative Copyrights

The Creative Commons has gained momentum in recent years, creating a way for creators to decide which rights they wish to retain and to make it easier to share and build upon the work of others—a key premise of federal copyright law. Creative Commons, founded in 2001,

# http://guides.lib.uiowa.edu/c.php?g=132133&p=864843

The screenshot displays a web browser window with the address bar containing the URL `http://guides.lib.uiowa.edu/c.php?g=132133&p=864843`. The page header features the University of Iowa Libraries logo and a navigation menu with items like 'Find Resources', 'Services', and 'My Personal Library'. The main content area is titled 'Scholarly Publishing: Author's Rights' and includes a search bar and a navigation bar with buttons for 'Home', 'The Issues', 'Author's Rights', 'Copyright', 'Publishing Models', 'Iowa Research Online (IRO)', and 'Open Access Fund'. Below this, there are three columns of text: 'Know your copyrights' with a colorful abstract image, 'Why Retain Your Rights?' with a paragraph about publishers creating barriers, and 'How to Retain Your Rights?' with instructions on checking SHERPA/RoMEO. The Windows taskbar at the bottom shows the system tray with the date 11/11/2014 and time 19:47.

<http://copyright.columbia.edu/copyright/copyright-ownership/publication-agreements/>

COLUMBIA UNIVERSITY LIBRARIES / INFORMATION SERVICES

## COPYRIGHT ADVISORY OFFICE

Search this site

### Your Publication Agreements

Your scholarly work is central to your career and to the advancement of knowledge in your field. Give your project the respect it deserves by carefully examining and negotiating the proposed agreement from your publisher. The terms of your agreement with the publisher will determine whether researchers may access your publication for study and even whether you may use your own work in future teaching and research.

#### Open Access and Author Addenda

Most of this section of the site is guidance for reviewing and negotiating publication agreements in general. However, you might be reviewing your agreement for the specific purpose of complying with the [NIH Public Access Policy](#) or the terms of an [Open Access Policy at Columbia University](#) (or [other institution](#)) or of your funding agency.

Attaching an addendum to your agreement is often a quick and effective means for assuring your right to share your work with colleagues and the public on the web and any other way. The following are links to sample addenda that you can complete and sign, or revise to meet your needs.

This document addresses requirements of Columbia's open access policies, and it includes two short provisions allowing for uses in future research, teaching, and professional activities: [Author Agreement Addendum: Open Access Policy & Scholarly Uses](#)

This document includes those same provisions and adds language addressing requirements of the NIH Public Access Policy: [Author Agreement Addendum: NIH & Open Access Policy & Scholarly Uses](#)

This document includes those same provisions and adds language addressing requirements of the AHA Open Science Policy: [Author Agreement Addendum: AHA & Open Science Policy & Scholarly Uses](#)

Include these provisions in your discussions and negotiations with publishers. Get all the signatures in place. Keep

- [Copyright in General](#)
- [Fair Use in Education and Research](#)
- [Libraries and Copyright](#)
- [Copyright Ownership](#)
- [Permissions](#)
- [Special Topics](#)
- [About](#)

# http://www.library.umass.edu/services/scholarly-communication/learn-more/negotiating-your-publication-agreement/

The screenshot shows the UMass Amherst Libraries website. At the top, there is a navigation bar with 'UMass Amherst' on the left and 'Site Search' on the right. Below this is the 'UMass Amherst Libraries' logo and an 'Ask us' button with a question mark icon. A horizontal menu contains 'Services', 'About the Libraries', 'Research', 'Collections', and 'Search Tools'. The main content area is titled 'Negotiating Your Publication Agreement' and includes a breadcrumb trail: 'Services » Scholarly Communication » Learn More About Scholarly Communication, Open Access, and Copyright » Negotiating Your Publication Agreement'. The page text discusses the process of negotiating a publication agreement, starting with why it's necessary and then detailing the process in three main steps: 1) understanding what you want to do with your work, 2) understanding what legal rights the publisher needs, and 3) understanding what legal rights the publisher is asking for. A fourth step is partially visible at the bottom.

UMass Amherst Site Search

UMass Amherst Libraries Ask us

Services About the Libraries Research Collections Search Tools

Learn More About Scholarly Communication, Open Access, and Copyright

About us ScholarWorks News and Events Learn More

- Copyright Statutes and Regulations
- Copyright Cases and Related Litigation
- Copyright

Copyright

Services » Scholarly Communication » Learn More About Scholarly Communication, Open Access, and Copyright » Negotiating Your Publication Agreement

## Negotiating Your Publication Agreement

**Negotiating your publication agreement** can seem like an unnecessary stress. Why even do it? An author has already invested significant time in research, writing, submission, then negotiating the peer review process, revisions and responses. Now -- so close to the finish line -- most authors just want the process to be over, and the article or book to be published.

But now is also the time when the author's bargaining power is greatest. The publisher, too, has made an investment in this work: Staff time, editorial board review, requests to peer reviewers who would certainly be disappointed if their own efforts bore no fruit, perhaps even time already spent on layout and composition. The publisher has an investment in this work, and wants to see it published.

So this is the moment when the author has power to negotiate their terms. Back-and-forth negotiations on a contract are typically done by (a) striking out offensive clauses or language (such as indemnification clauses, copyright transfer clauses), (b) adding in important clauses (retention of rights, assertion of additional rights such as the right of attribution), or (c) appending addendums that retain specific rights (such as the SPARC Author's Addendum).

Why should you both with the negotiation? Because, plain and simply, contracting is intended to be a process of negotiation. The contract that the publisher will present to you will represent what they want: It's a proposal, *their* proposal, and you should treat it as such. If you don't bargain, you are giving them exactly what they want -- and not representing your own interests at all. We negotiate and bargain when we sell or buy property (especially real estate), offer or accept employment, and arrange for services. Publishing your research also involves benefits and risks on both sides, and it makes just as much sense to negotiate in these circumstances as in any of the others.

**This is the process:**

**First, what do you want to be able to do with your work?** You want it published, sure, but what else do you want? Do you want to be able to teach with your work? Do you want others to teach with it? Do you want the widest possible distribution? If it's a book, do you want royalties? Do you want to be able to re-use it in your own works--edit it, revise it, re-publish it? Will you want to include it as a chapter in a later collection of your own writings, or a contribution in an edited collection elsewhere?

**Second, what legal rights does the publisher need to publish your work?** They need the right (the license) to publish, distribute, make editorial changes. They will certainly benefit from the right to re-publish your work in other formats as well, include your work in new versions of their content, and so forth. They may want the right to translate your work into other languages, or adapt your work into other formats -- a screenplay or movie treatment, maybe! Or an electronic or print version. They do not need to have the copyright assigned to them to do any of these things. And you need to decide what rights they want, that you would want to reserve for yourself.

**Third, what legal rights is the publisher asking for in the contract?** Here is where you see what the contract has to say about the things you want, and the things they are asking for. But you will also see a lot of other things -- like choice-of-law clauses, arbitration clauses, indemnification clauses -- that you perhaps have never thought about.

**And fourth, negotiate the language in the contract so that it represents what you want -- not just what the publisher wants.**



<http://www.dartmouth.edu/~library/schcomm/?mswitch-redir=classic>



The screenshot shows the Dartmouth College Library website. At the top, there is a navigation bar with links for "Dartmouth Home", "Library Home", and "Off-Campus Access". The main header features the Dartmouth College Library logo, a search bar, and a "More Options" button. A "Ask Us" button is also present, with sub-links for "Chat", "Text", "Email", and "Phone". Below the header is a banner image of a bookshelf. The main content area is titled "SCHOLARLY PUBLISHING & COMMUNICATION: ISSUES & RESOURCES". It includes a paragraph explaining the site's purpose and a section titled "Dartmouth College Library support for scholarly publishing and communication takes many forms:" followed by a list of services and resources.

Dartmouth Home • Library Home • Off-Campus Access

DARTMOUTH COLLEGE LIBRARY

Search  More Options

Ask Us  
Chat • Text  
Email • Phone

Home > Scholarly Publishing & Communication: Issues & Resources

SCHOLARLY PUBLISHING & COMMUNICATION

COPYRIGHT INFORMATION

DARTMOUTH DIGITAL LIBRARY PROGRAM

DARTMOUTH DIGITAL PUBLISHING

CONTACTS FOR SCHOLARLY PUBLISHING, COMMUNICATION AND COPYRIGHT

[Elizabeth Kirk](#), Associate Librarian for Information Resources  
[Barbara DeFelice](#), Director, Digital Resources and Scholarly Communication Programs  
[David Seaman](#), Associate Librarian for Information Management  
[James Fries](#), Head, Feldberg Business and Engineering Library  
[Jane Quigley](#), Head Kresge Physical Sciences Library  
[Jennifer Taxman](#), Associate Librarian for User Services  
Subject specialist and liaison librarians will help with discipline specific questions

**SCHOLARLY PUBLISHING & COMMUNICATION: ISSUES & RESOURCES**

This Scholarly Publishing & Communication web site is intended to inform faculty, students, administrators and librarians of the current issues, problems and opportunities in the scholarly information universe, and to suggest actions for consideration by all participants. You will find links to informative materials on the topics of author rights, copy rights, publishers archiving policies and copyright contracts, and innovations in scholarly publishing.

**Dartmouth College Library support for scholarly publishing and communication takes many forms:**

- [Compact for Open Access Publishing Equity](#) The Library helps fund the payment of Author Publication Charges (APCs) for fully open access journals.
- The Library participates in the "Gold for Gold" program from the Royal Society of Chemistry. This means that the fee for making a particular article open access in the [RSC journals](#) can be covered. Contact [Barbara DeFelice](#) for the needed voucher to use in paying the open access fee.
- **Dartmouth's amendment to the transfer of copyright contracts with publishers** The Library offers faculty and student authors an amendment to the standard publishing contract, which helps authors retain more rights to use, reuse and post their own material. There are three versions, and you can modify the WORD amendments to suit your need to retain rights.
  - [PDF of the amendment for journal articles](#)
  - [WORD of the amendment for journal articles](#)
  - [WORD of the amendment for all types of works](#)
- The Library offers support to authors in negotiating publication contracts.
- The Library offers education and outreach programs, formal and informal, to individuals and departments about all aspects of scholarly publishing, including Open Access publishing, Author Rights and Copy Rights.
- The Library participates in International Open Access Week. See Dartmouth Events for Open

# Obrigada

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