Frequently Asked Questions (FAQ)

In this section you will find answers to frequently asked questions about open science , open access to scientific publications and research data management and open data .

Open Science

1. What is open science?
2. What does open science include?
3. What open science requirements are there in Horizon Europe?

What is open science?

According to FOSTER , Open Science is *the practice of science in such a way that others can collaborate and contribute, where research data, lab notes and other research processes are freely available, under terms that enable reuse, redistribution and reproduction of the research and its underlying data and methods*.

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What does open science include?

While open access and open research data / research data management might be the most familiar parts of open science, they are not the only ones. Open science includes other practices such as citizen science, open educational resources, open peer-review and a lot more. You can explore these branches of open science on the FOSTER website which provides the following taxonomy of open science .

What open science requirements are there in Horizon Europe?

Horizon Europe includes an obligation to ensure **open access** to scientific information – **peer-reviewed publications**, as well as **research data** and other research outputs. Beneficiaries are also required to prepare a data management plan . In Horizon Europe, open science is now also **included in the evaluation of proposals**.

You can find more information on the Centre's website .

Open Access

1. What does open access mean?
2. What is the difference between green and gold open access?
3. Does Charles University have an open access policy?
4. What are the funding options for publication fees (APC) at Charles University?
5. I have already published an article in a journal and now I would like to make it available in an open repository. What should I do?
6. Is there a list of untrustworthy journals and publishers (so-called predators)?
7. Which finance providers require open access to published results?
8. What is the difference between open repositories and scientific social networks such as ResearchGate and Academia.edu?
9. I find the idea of open access interesting, but I need advice on how to proceed. Who can I contact at Charles University?

1. What does open access mean?

Open access (OA) is a publication model that seeks to achieve immediate, free, permanent and independent online access to the results of publicly funded science and research.

For more information, visit Open Access section .

2. What is the difference between green and gold open access?

The green route to open access is a combination of publishing an article in a journal (open or traditional with content available for a fee / subscription) and storing the full-text of the article in an open repository by the author (so-called self-archiving).

The gold route to open access means publishing in an open (open access) journal, so that open access is not provided by the author, but by the publisher.

Both routes to open access are fully complementary (they are not excluded) and from the point of view of increasing the visibility of your work it is appropriate to combine them.

For more information, visit Open Access section .

3. Does Charles University have an open access policy?

Charles University does not have a mandatory open access policy. However, at its meeting on 15 December 2017, the Academic Senate of Charles University approved a draft of the Declaration of Charles University Academic Senate and university management on open access policy at CU (only in Czech), the aim of which is to set sufficient conditions for the subsequent determinat

4. What are the funding options for publication fees (APC) at Charles University?

Charles University currently does not have a central fund to cover the cost of open access fees. These fees are generally eligible costs in project budgets (it is therefore necessary to keep these costs in mind when designing a budget for new projects).

Corresponding authors from Charles University can also take advantage of discounts and vouchers on open access publication fees at selected publishers .

5. I have already published an article in a journal and now I would like to make it available in an open repository. What should I do?

An already published article can be make accessible through the green route to open access, i.e. by uploading the article to an open repository (self-archiving). A useful tool for finding a suitable repository is e.g. OpenDOAR or OpenAIRE database.

However, it is **always necessary to check in advance** whether the publisher with whom you published the article **allows self-archiving**. The terms of self-archiving are usually stated in the license agreement, which the publisher negotiates with the author's team before publishing. If neither you nor the corresponding author has a license agreement, we suggest to use the SHERPA / RoMEO service, which is only of a reference nature. If the publishing agreement does not allow for self-archiving, request an exception through the addendum to the license agreement before signing. For more information on self-archiving options, see the section How to publish OA .

6. Is there a list of untrustworthy journals and publishers (so-called predators)?

The most well-known list of untrustworthy publishers and journals was the so-called Beall's list, the operation of which was terminated in 2017 due to its controversy. The reasons for listing a journal are not always clear and may provoke a legal response from the accused publisher. For this reason, it is always necessary to assess the credibility of the journal or publisher with whom you want to publish. On the website of the Open Science Support Centre you will find characteristics of predatory journals/publishers and tips on how to avoid them. At the same time, the Centre prepared a clear factsheet for authors from CU containing basic information about predatory journals.

7. Which finance providers require open access to published results?

In the lead of finance providers that require open access is the European Commission, but the number of them is expected to increase in the future. The Plan S initiative will be particularly involved.

You can find more information about specific providers on the website of the Open Science Support Centre in a separate section .

8. What is the difference between open repositories and scientific social networks such as ResearchGate and Academia.edu?

Academia and ResearchGate are commercial academic social networks whose main purpose is to connect researchers. They often try to collect personal information and you often need to log in to access content. Thus, they do not meet the definition of open access, which should be immediate, free, permanent and independent.

Open repositories are non-commercial platforms that usually have wider options for storing articles (filling in metadata, etc.), at the same time they are interoperable with other tools and searchable by common search engines and aggregators of scientific content. Some repositories provide long-term archiving.

9. I find the idea of open access interesting, but I need advice on how to proceed. Who can I contact at Charles University?

Open Science Support Centre was established for this purpose at Charles University. More information in the field of open access can be found on the website in the section How to publish OA , or you can contact us .

Research Data

1. What are research data?
2. What are metadata?
3. What is a Data Management Plan (DMP)?
4. What DMP template should I use?

1. What are research data?

Research data can take various forms and may be digital as well as non-digital. Apart from common forms such as spreadsheets, these can be, for example, photographs, audio and video recordings, questionnaires, test responses, interview transcripts, laboratory notebooks, field notes, codebooks, software, code, or samples and specimens.

2. What are metadata?

Metadata are a description of data. They include information about who the author is or how and when the data were collected. The Digital Curation Centre provides a list of examples of disciplinary metadata standards .

3. What is a Data Management Plan (DMP)?

Data Management Plan (DMP) is a document that specifies what data will be created and how, and outlines the plans for sharing and preservation of the data, both during and after the research project. Some funders (e.g., H2020: ORD Pilot) require that a DMP is completed and submitted as part of the grant agreement. More information about DMPs can be found at the OS Centre's website .

4. What DMP template should I use?

Different institutions or funders may have different requirements regarding a DMP template, in which case you should use the template provided by the institution or the funder. If there are no specific requirements, we recommend using one of the existing templates, such as the Digital Curation Centre template or the ERC data management plan template . Charles University does not have any specific requirement for a DMP template.

5. Are example DMPs available?

You can find a list of completed DMPs on the Digital Curation Centre's website or at the DMPonline website in the Public DMPs section.

6. How can I create a DMP?

Data management plans can be created as a simple document in a text editor. However, there are several free web-based tools that can help you prepare a data management plan by providing you with a template, asking you specific questions about data management or providing you with further guidance on how to answer the questions. Two such tools are DMPonline and Data Stewardship Wizard .

7. Who can I turn to if I need help completing a DMP?

If you need help creating a DMP, you can contact the Open Science Support Centre at researchdata@cuni.cz

8. Where can I find existing data on my subject?

As an increasing number of academic journals require that underlying data are shared, you can find links to relevant datasets as part of published articles. You can also find existing datasets in research data repositories. These can be either general (such as Zenodo , Figshare , Dryad , OSF) or subject specific (you can use the Registry of Research Data Repositories to find subject specific repositories). A reliable source of existing datasets are data journals, which publish peer-reviewed papers that describe published datasets and so ensure that the datasets are well described and of high quality. In addition to these sources, you may also use dataset search engines such as Mendeley Data or Google Dataset Search . In your research, you can also use public administration data published as open data which you can find in the National Open Data Catalogue (NKOD).

9. I have found data related to my subject. How can I tell that the data are useful and I can use them?

Make sure that the data come from a trusted source, e.g., a certified repository, a well-known author, peer-reviewed data journal.

Make sure that the data are sufficiently described and indicate the context in which they were collected, e.g., who were the research participants, in what conditions were the data collected.

Make sure you are allowed to reuse the data and under what conditions, e.g., does the license specify the reuse conditions? Do you have the author's permission?

How long will the data be retained? Is there a risk that the data could be lost or deleted (e.g., if they are published on the author's personal website)?

If you use someone else's data in your research, don't forget to cite them properly :)

10. How can I cite the data I used?

As with citing publications, it is important to include enough information so that the data can be easily found and identified. Some repositories provide a recommended citation format for the datasets which you can use. If such recommendation is not provided, you should include at least the author's name, publication year, dataset title, publisher/repository, persistent identifier (if it is assigned to the data).

11. How can I assign a persistent identifier (e.g., DOI) to my dataset?

Assigning a persistent identifier requires a service which is authorised to assign them – for publications it is typically the publisher, for research data, some repositories may provide this service. When choosing an appropriate data repository, make sure that it assigns a persistent identifier to your data.

12. Where should I store my data during my research?

To store your data during your research, we recommend that you use data storage operated on the Charles University infrastructure, or data storage provided by CESNET . You may also use cloud storage provided as a part of the Microsoft Office 365 service for Charles University. In particular, this relates to the personal storage OneDrive and the document library service SharePoint and O365 Groups. The management of data as a part of this cloud service is secured through an agreement concluded between CU and Microsoft. To learn more about data security and data storage, check the guide created by the Computer Science Centre and the Data Protection Officer.

13. I am at the beginning of my research project and I know I would like to share my data when the project ends. What do I need to do?

If you are using someone else's data, make sure that their author allows data sharing (e.g., via a license).

If you work in a team, make sure your collaborators agree to share the data.

If you work with human subjects during your research, you need their informed consent with sharing their data. To ensure you can share your participants' data, you can have them sign an informed consent, or anonymise the data before sharing. You can find an example of an informed consent form at the GDPR Sharepoint .

14. I would like to share my data, but they contain personal data. What can I do about that?

If it is possible, remove any personal information from your data.

Anonymise your data before sharing. For example, use numbers instead of names to identify the participants, use age range instead of a specific age or date of birth, etc. To anonymise your data, you can also use anonymisation tools such as Amnesia .

If personal data cannot be removed or anonymised, you need an informed consent from the participants to share such data.

For more information regarding personal data protection, please contact the University Data Protection Officer at gdpr@cuni.cz

15. I would like to share my research data. Where can I store them so that other scientists can access them?

The best way to store and share your research data is to deposit them in a subject specific repository. Subject specific repositories are usually better equipped to meet the needs of a community, and can ensure that your data reaches the scientists in your field. You can find a suitable repository, e.g., at re3data.org . If you cannot find a suitable subject specific repository, you can deposit your data in a general-purpose repository, such as Zenodo , Figshare , or Dryad . More information regarding data sharing can be found at the OS Centre website .

16. Does Charles University have an institutional repository for storing data?

Charles University does not have its own data repository yet. For sharing data, we recommend using subject specific repositories, which you can find, e.g., at re3data.org , or a general-purpose repository such as Zenodo , Figshare , Dryad or OSF .

17. What does it mean that data are FAIR?

FAIR data are such data that are easily **F**indable, **A**ccessible, **I**nteroperable, and **R**eusable. You can read more about FAIR principles at the GO FAIR initiative website and you can use this checklist to see how FAIR your data are.

18. Which funders have any requirements regarding research data?

The European Commission is taking the initiative in including open science requirements in their funding programmes (e.g., Horizon 2020 and Horizon Europe), however, other research funders are joining the effort, too, for example the KAPPA Programme of the TA CR, or the institutional funding programme Primus .

You can find more information about individual funder's policies in a separate section on Research funders' policies on the Centre's website.

19. I am an academic publisher / a journal editor and I would like the authors to share underlying data for published research articles. What should I do?

It is becoming increasingly common that academic publishers or journals have open data policies in place which specify the authors' responsibilities when it comes to underlying data, for example Nature Research . This study by Sturges et al. shares recommendations on what should a journal data policy include and presents a model policy. For further questions related to the issue of journal data policies, do not hesitate to contact the Open Science Support Centre .

Copyright and licences

1. How do I recognize a copyright?

In order to be protected as a copyrighted work in accordance with the Copyright Act, a work must meet the following conditions:

• It must be a literary work or another work of an artistic or scientific nature.
• It must be a unique (in the statistically meaning of the word) result of the creative activity of a natural person (i.e. a person, not a legal entity, animal, or artificial intelligence).
• It must be expressed in an objectively perceptible form (i.e. in such a way that it can be perceived by the senses – for example, a melody becomes a copyrighted work the moment the author whistles it).

Photographs, computer program, and databases are also protected as copyrighted works. For these, the condition of uniqueness does not need to be met, but originality is sufficient, which means that they are the author's own intellectual creation.

The Copyright Act also contains a non-exhaustive list of what is **not a copyrighted work**: the subject matter of the work itself, a daily report or other independent data, an idea, a procedure, a principle, a method, a discovery, a scientific theory, a mathematical or similar formula, a statistical chart, or a similar independent subject matter.

The Copyright Act also defines a group of works that are **excluded from protection** under the Copyright Act (meaning no licence/consent is required for their use). These include:

- **official works** (e.g. legal regulations, decisions, measures of a general nature, public documents, publicly accessible registers, official preparatory documentation, parliamentary and senate publications, municipal chronicles, state symbols)
- **works of traditional folk culture**, provided the real name of the author is not generally known and it does not involve an anonymous or pseudonymous work

2. What is the difference between moral rights and economic rights?

Copyright law consists of many "sub-rights", which can be divided into moral rights and economic rights.

Moral rights are inextricably linked to the author and thus cease to exist upon death of the author. These rights cannot be waived, transferred, or even licensed by the author. Section 11 of the Copyright Act lists the following moral rights:

- The right to decide on publishing their work
- The right to claim authorship
- The right to the inviolability of their work (the right to intervene in and modify their work)
- The right of author's supervision (to ensure that a work is not used in a manner that reduces its value)

Economic rights are, on the contrary, for the economic valuation of a work. The author cannot waive or transfer economic rights either. However, they can license them (grant permission to exercise these rights) to other persons. These rights last for the lifetime of the author and for 70 years after their death (then the copyright on the work enters the public domain). Section 12 et seq. of the Copyright Act lists the following proprietary copyrights:

- The right to use a work (e.g. to reproduce, distribute, rent, lend, exhibit, or communicate the work to the public)
- The right to license a work

3. What is public domain?

A work that enters the public domain is a work for which the period of the economic rights has expired: 70 years after the death of the author, or in the case of co-authorship, 70 years after the death of the last surviving co-author. Such a work may be used by anyone without restriction. However, the author of a work in the public domain must also be acknowledged, unless it involves an anonymous work.

4. How is a copyright created? Do I need to register the copyright?

A copyright arises at the moment a work is expressed in any objectively perceptible form, i.e. it is perceptible visibly or audibly. Hence, it arises informally and does not need to be written down or registered anywhere. This is an important difference from industrial property rights (e.g. patents, trademarks), which are based on the principle of registration.

5. When does co-authorship occur?

A co-authored work is the result of the joint creative activity of two or more authors. Its main feature is that the individual contributions of the co-authors cannot be used separately. For example, a collection whose individual contributions could be published independently of each other (i.e. without reducing the informative value of the work) is not a co-authored work.

A co-author is not a person who contributes to the creation of the work only by providing assistance or advice of a technical, administrative, or professional nature or by providing documentary or technical material or another person who only provides some initiative for creating the work.

6. What does the symbol © mean?

The copyright symbol (the letter c in a circle, the name of the copyright holder, and the year of the first publication of the work, e.g. © Charles University 2021) indicates a copyrighted work. From a legal standpoint, this symbol has no relevance, no rights or obligations are attached to it, and it does not trigger any legal protection. It is purely informative in nature – it provides the user of the work with information about the person or entity authorized to grant a licence. This may be, for example, the author, the employer (in the case of an employee work), or the publisher.

7. What is an employee work and what rights arise in relation to it?

In accordance with Section 58 of the Copyright Act , an employee work is a work that an **employee creates while fulfilling their duties arising from an employee relationship** (an employment contract, as well asagreements on work performed outside an employment relationship: an agreement to complete a job or an agreement to perform work). Simply put, it is an employee work if the employee has the duty to create this work"in their job description". The essence of employee works is that all of the economic rightsare exercised by the employer on its own behalf and at its own expense, even after the employment relationship has ended. Thus, Charles University is entitled to use employee works even without the author's consent (e.g. to self-archive them in a repository, to reproduce them, and to license the works to another person). The author retainsonly "simple authorship" (the right to be identified as the author). However, it is possible to contractually deviate from the employee workscheme, e.g. to limit or precludesuch works in the employment contract. Thus, it is advisable to assess each case of an employee work on an individual basis.

The scheme relating to employee works is regulated by Rector's Directive no. 17/2018 .

8. What is a school work and what rights arise in relation to it?

In accordance with Section 35(3)of the Copyright Act , a school work is a work that is created by a student of a bachelor's, master's, or PhD study programme and that is created as a result of fulfilling the obligations of a student arising from their legal relationship to Charles University. Typically, these are seminar works, bachelor's or master's theses, or PhD dissertations (though not associate professorship theses or rigorosum theses).

A student (the author of the school work) exercises the copyright to the school work in full. Thus, they may use their work themselves orgrant a licence to use the work to other persons.

However, a specific feature of a school work is that the copyright in certain cases is limited in favour of the school (Section 60 of the Copyright Act):

• The author may not grant a licence to the school work to another person if it is in conflict with the legitimate interests of Charles University.
• Charles University may use the school work without the author's consent for teaching purposes or for its own internal needs provided that such use does not result in direct or indirect financial or commercial gain.
• Charles University is entitled to conclude a licensing agreement on the use of the school work (hence, the author may not refuse to grant the licence without a valid reason).
• Charles University is entitled to request from the author of the school work reasonable reimbursement of the costs incurred for creation of the school work if the author has earned income in connection with the school work.

9. Can CU publish my thesis?

Yes. In fact, the university must publish it due to its public-service obligation required under law (specificallySection 47b andSection 75(4)of the Higher Education Act). Under this act, the university is obliged to publish bachelor's, master's and rigorosum theses on a non-profit basis. PhD dissertations and associate professorship theses are published only if they have not been published in another manner, e.g. by a commercial publisher. Theses that have been defended are published, including the opinions of the opponents and the record of the defence and its outcome. The outcome of a defence is not relevant –under the Higher Education Act, undefended theses are also published.Theses at Charles University are published in the CU digital repository . More specific rules for publication are set out in Rector's Directive no. 72/2017 .

Permanent exclusion from publication is not permitted under law. However, publication can be postponed for the duration of the impediment relating to publication (e.g. protection of intellectual property rights, security reasons), but for a maximum of three years.

10. When can I use someone else's copyrighted work without the author's consent?

Practically speaking, there could be a situation where you might be able to use the work immediately without the consent of the author or you could conclude a licensing agreement with them on use of the work. These situations are as follows:

• The work was published in open access (under a public licence).
• You take advantage of any of the legal licences or free uses (e.g. a statutory licence for quotations, a reporting licence, a library licence, or free personal use of a natural person).
• The work has entered into the public domain (an author's work with an expired economic rights, i.e. 70 years after the death of the author).
• It is an author's work excluded from protection under the Copyright Act (official works and creations of traditional folk culture, if the authors are not known).

11. What should I do if someone uses my copyrighted work in an unauthorized manner?

In all cases, communication with the other party in order toreach an out-of-courtresolution to the undesirable situation is recommended as the most appropriate solution. If an agreement is not possible, thenturning to the court would be appropriate. In Section 40et seq. , the Copyright Act sets out specific claims that an author or other person exercising a copyright can lodge in the event of the unauthorized use of an author's work – e.g. if the authorship was not stated, the author can lodge a claim to determine the authorship or, if the work was sold or circulated illegally, the author can request the withdrawal of the work from circulation and adequate compensation, etc.

12. Who owns research data created or generated as a part of a project?

In our opinion, data cannot be owned (data does not qualify as a subject matter of ownership rights), However, "ownership" of data is sometimes referred to in the context of de facto control over the data or the possibility of applying various tools to ensure data protection (e.g. securing access to data storage or a regime for handling data established by contract or an internal regulation). However, if data is leaked and subsequently used by another person, that person cannot be sued with respect to ownership of the data.

Nevertheless, the use of data may be restricted in certain circumstances even without the existence of an ownership right to the data. An example of this would be data protected by a copyright or by a special right of the database creator, provided it constitutes a database. You can read more about legal data protection here .

13. What is a database and how is it protected?

The term database is relatively broad. It is a collection of (mutually independent) copyrighted works, data, or other elements that are systematically or methodically arranged and individually accessible in any manner (most often electronically). Thus, a database under this definition is, for example, physical files of patients, the ASPI legal information system, or a telephone directory. Importantly, not every database is automatically protected by law. You can read more about possible database protection regimes here .

14. Do I need to publish data that is created as a apart of a project?

In accordance with Section 12a of the Act no. 130/2002 Coll., on the Support of Research and Development from Public Funds, you are required to provide the research data free of charge to the applicant upon request if your research was publicly funded and at least 12 months have elapsed since the end of the support.

However, it is also important to pay attention to the terms and conditions of the funding providers, which may impose an obligation to make research data available in accordance with the principle of "as open as possible, as closed as necessary".

15. When do I need to conclude a Data Transfer Agreement?

Generally speaking, there is no obligation to conclude a Data Transfer Agreement for research activity.However, under article 5.1 of the CU Research Data Management Policy sets out an exception for such an obligation, namely when CU provides personal data to a third party: "*If there is an exchange of personal data with a third party where the University is the data exporter, an agreement must be drawn up to ensure the data are protected.*"

16. What is a licence?

In short, a licence is authorization to use "someone else's" copyright. This authorization may be granted:

•   Under a contract (a contractual licence, a licensing agreement) concluded with the author.
•   Under law (a statutory licence), which arises directly from the law; for more information, see FAQ no. 19.

17. What is the difference between a licensing agreement and consent of the author to use a work?

Consent of the author (or another person who exercises the proprietary rights, e.g. an employer) to the use of a work is a unilateral legal act, which can be revoked by the person granting the consent at any time. In contrast, a licence (licensing agreement) is a bilateral or multilateral legal act, where a licensing agreement is concluded with the rights and obligations of the parties clearly defined in advance. A licensing agreement can only be terminated for the reasons set out in the agreement or under law.

18. What is an exclusive or non-exclusive licensing agreement?

An exclusive licence denotes the exclusivity of the licensee: if an exclusive licence is arranged, the author (licensor) cannot grant the same licence to a third party for the duration of the exclusive licence. The licensed rights in the work may not even be exercised by the author itself, unless otherwise expressly agreed. In such a case, it is referred to as a solo licence. The exclusivity must be expressly agreed in writing (if not, it is always a non-exclusive licence).

If a non-exclusive licence is arranged, the author (licensor) may license the same rights to a third party and may exercise the rights itself.

19. What is a statutory licence?

A statutory licence is an exception where the law directly states that authorization from the author is not needed to use someone else's work in a particular situation – because the law directly authorizes us to use copyright law.We find in Sections 30 to 39d of the Copyright Act a wide catalogue of statutory licences and free usage, for example:

•   For personal use
•   Reproduction on paper for the internal use of a legal entity
•   Reproduction on paper upon request (provision of copying services – fees are paid for the services)
•   Citations
•   A licence for digital instruction
•   Use of a work located in a public space
•   Official and media licences
•   Use of a school work for instruction or for the school's internal use
•   A library licence
•   Non-essential incidental use of a work
•   A licence for caricatures, parody, or pastiche
•   A licence for persons with disabilities

- A licence for certain uses of a work for persons with visual impairments or other reading disabilities
- A licence to reproduce a work for automated text or data analysis ("text and data mining")

For each statutory licence, the law contains **conditions** that must be met in order to use it (see, for example, the conditions for a citation licence).In addition, a **three-step test** must always be fulfilled in accordance ith Section 29(1)of the Copyright Act , which is valid for all statutory licences without exception: "*Copyright exceptions and limitations shall only be applied in certain special cases provided for by law and only if such use of the work is not contrary to the normal use of the work and does not disproportionately affect the legitimate interests of the author.*"

The applicabilityof statutory exceptions to individual cases must be assessed on a case-by-case basis, and there are no fixed rules or methodologies that would suggest how to assess a particular case. Hence, we recommend that you use open educational resources (OER), which are easy to use thanks to public licences.

20. What falls under the term "personal use"?

Every private individual is legally entitled to "free use", i.e. to use another person's copyrighted work for personal use. Personal use means the use of a work in the user's private premises, i.e. their household and a group of close persons. The condition for such use is that the work is not used for direct or indirect economic or commercial gain. This statutory licence does not apply to computer programs and electronic databases.

However, personal use **does not include** the use of works that have been published illegally (e.g. downloading a copy of a book placed illegally on a filesharing server).

Personal use must also be differentiated from the use of works in the public domain (see FAQ no. 3) – these can be used above and beyond personal use (in particular, they can be shared), provided the author is credited.

21. What is the difference between citation in the meaning of the Copyright Act and bibliographical citation?

Citation in the meaning of Section 31 of the Copyright Act is a statutory licence that allows the incorporation of someone else's content into your own work, or even the use of the entire work for a specific purpose specified under law. There are three types of citation licences:

a. **Small citation** – anyone may use an excerpt from another author's published work in their own work, but only to the extent justified
b. **Large citation** – anyone may use an excerpt or a small entire work for the purposes of criticism/review or scholarly/ professional work, but only to the extent required by the specific purpose and in accordance with fair practices
c. **Instructional citation** – a work (even in its entirety) may be used in teaching for illustrative purposes or in scientific research, but only to the extent appropriate to the purpose pursued and if the purpose is not to achieve economic or commercial gain

When using any work under a citation licence, the Copyright Act requires that the name of the author (unless the work is anonymous), the title of the work, and the source be stated when possible. However, the Copyright Act does not state the specific form in which this information is to be provided – from a copyright perspective, it is essential that the information be provided, and it is irrelevant how it is provided.

By **bibliographic citation**, we mean the inclusion of information about the cited works for easy identification, including the form of the citation according to citation standards. Failure to provide a citation in the required form does not constitute a violation of copyright law, but could be contrary to academic ethics.

22. What are Creative Commons licences and how do they work?

Creative Commons licences are standardized licensing agreements that originated with the US non-profit organization Creative Commons. Six types of standardized licences are offered for opening copyrighted content. Each of these licences is available free of charge for anyone who chooses to use it. All the author needs to do is to attach a link to the terms of the selected licence to the copyrighted work; by doing so, they are making a proposal to an unspecified number of persons to enter into a contract. The contract is then concluded when the user starts to use the licensed copyrighted work in accordance with the licensing terms. In this way, a contract may be concluded with an unlimited number of persons.

All CC licences are effectively irrevocable, i.e. once an author decides to publish a work openly under a Creative Commons licence, this decision cannot be reversed.

23. Can I license a work that contains downloaded content under a Creative Commons licence?

The licence you apply to a work relates only to "your" content, i.e. the content for which you exercise a copyright and have the right to license. If you have permission to use someone else's content in your work, you can, of course, use that content, but you must make it clear in your work and indicate what is not covered by the licence in the work's licensing

notice – for example: "*This work is regulated under a* <u>Creative Commons BY-NC 4.0 International</u> *licence with the exception of the photographic works on pages XY. The copyright information in these instances is indicated directly on the works*." These photographic works should then include information on who exercises the copyright.

If you use third-party content that has been made available under one of the Creative Commons licences, you must also indicate this and comply with the terms of the licence (in each case, complying with the terms of the BY element and providing attribution, i.e. the name of the work, the author, the source, and the licence). For a guide with examples of good practice relating to the authorship of materials, click <u>here</u> .

24. My work licensed under a Creative Commons licence was used in an unauthorized manner. What can I do?

Unauthorized use of copyrighted works is an unfortunate drawback to publishing any copyrighted content on the Internet. Creative Commons licences are effectively irrevocable by the licensor (the author), but if the user fails to comply with the terms of the licence, **the licensing rights are automatically terminated**.

The latest **version 4.0** adds a **new option for dealing with** the termination of licensing rights: if the author determines that a work is being used in violation of the attached licence, it is advisable to contact the user and to warn them of the licensing violation. The user then has 30 days to remedy the violation (e.g. in the case of a CC BY 4.0 licence, to comply with the attribution requirement). If they do this, the licence will automatically be reinstated.

25. Can I provided more than one licence for my work?

Yes. It is generally permissible for one work to be provided simultaneously under two (or more) licences. In such a case, this involves dual licensing. A typical example is when the author of a work openly made available under a CC BY-NC public licence, which prohibits commercial use, enters into an individual licensing agreement with someone who is interested in using the work commercially, e.g. for advertising purposes.

However, an exception to this is where the author grants a licence to a third party during the term of an exclusive licence (see FAQ no. 18) without the written consent of the exclusive licensee. In such a case, the licence will not be valid at all. If, however, a non-exclusive licence was granted prior to an exclusive licence, the non-exclusive licence remains intact.

26. Can I change the Creative Commons licence I attached to my work?

In principle, yes. However, you should keep in mind that a newly added Creative Commons licence does not cancel the previous licence (so the work will be licensed under multiple licences at the same time).

The previously attached licence is still valid, because Creative Commons licences are **effectively irrevocable**. Once a work is published under a Creative Commons licence, everyone has the right to share it under the terms of that licence. This puts the work "in circulation" and makes it impossible for the author to trace back where it was shared. Similarly, for users, the possibility of revoking a public licence would create legal uncertainty – they would never be completely sure if the attached licence is still valid.

A licensor has the right to stop distributing content under a particular licence (e.g. to delete the licensed content from the websites on which it has made it available), but the above also applies here: once a Creative Commons licence is attached, it is effectively irrevocable.