

A draft report on the questionnaire about copyright practice among the journals of the member societies of the Federation of Finnish Learned Societies

October 9, 2008 Eeva-Liisa Aalto

The journals of Finnish Learned Societies and their copyright practice

A questionnaire was sent to 116 periodicals published by Finnish Learned Societies.

The target was to find out answers to the following issues:

- publishing activities today
- is a journal planning OA publishing
- journal's copyright practice

35 journals answered the questionnaire. It appeared that with all these 35 journals the printed edition is the primary format.

- 7 journals are issued only in print
- 8 have material in electronic form in Elektra (licence use)
- 16 have Open Access versions:
 - 5 journals have a parallel printed version
 - 1 delayed open access: the latest issue not available
 - 2 delayed open access after 6–12 months
 - 8 delayed open access after 1 year
- 3 have online access available to subscribers via Elektra licence
- 1 has access under licence to a commercial online database

Only 9 of 35 have a (written) publishing contract with the authors. This is very common among the Finnish scientific journals. Along electronic publishing the copyright issues have become more important both to the publishers and to the authors. Only 5 journals have a copyright note.

Some supplementary information was available on the journals' web pages which have been now surveyed concerning all 116 periodicals. This has not changed the overall picture.

The following copyright models were identified:

- the author gives an article to be published in print without any specific contract. In that case the author keeps the copyright and if the publisher wants to republish it digitally, a new permission is needed
- the author transfers the financial rights of an article to the publisher, while the moral rights of the work remain with the author. The author of a scholarly text needs better rights to his own texts than than the writer of a commercially published text. That is why the possibility for the writer to use his text again in various contexts, as in textbooks, reviews, as part of a monograph and such like is mentioned
- new additions to the latter are the authors right to publish the article on his or her own web side, in some OA-publication or in the institutional publication repositories

The number of electronic journals has increased slowly. Since the economy of the journals published by the learned societies is mostly based on membership fees including a subscription to a print journal, subscriptions and state subsidy allocated by The Federation, the societies have not been very eager to start OA-publishing without this income. The focus has been on making past issues available online. That brings up the question how to reach the authors of old materials in order to make an agreement about copyright. If the journal has been published for decades with several articles per volume it might be an impossible task.

Licensed network use

Licensed network use and copyright compensations have made Elektra-service attractive to many learned societies. *Elektra – Finnish scientific publications in electronic form* started as a pilot project in 1996. The project aimed and still aims at enhancing both the technical and contractual conditions of electronic publishing and network access to electronic publications in Finland. In the beginning the Federation of Finnish Learned Societies was a partner in the project in helping the contacts between the societies and the project but now Elektra is a joint project between The National Library and *Kopioisto* (the Copyright organization for authors, publishers and performing artists in Finland).

At the moment Elektra consists of 17,000 full-text articles from circa 40 scientific journals. The material can be accessed both via its own database and also via the Finnish national Arto article database. The use of the full-text material is restricted to those institutions which have paid for it; currently these institutions include all Finnish public libraries, all polytechnics and most of the Finnish universities. The articles can be viewed or printed out.

In Elektra Kopioisto has been responsible for formulating the permissions and delivering contacts to the copyright owners for signature. The journals can have the articles and other material published in Elektra in PDF-format to their own use too. Because of an insufficient copyright agreement only few journals have republished this material online. This year Kopioisto has made some changes to the compensation model so that compensations are not paid any more to the Elektra journals published in OA form. In the long run the access to the Arto database will be free. This will probably open a free access also to Elektra.

Journals “born digital”

There are 4 journals among these 116 periodicals the questionnaire was sent to which are “born digital”. None of them answered to the questionnaire. Going through their web sites it appeared that only one of them has a copyright statement on the front page. The list “Online Scholarly Journals in Finland” (www.tisci.fi) contains 46 OA journals. 18 of these have only a web form while the others have also a printed edition. The copyright practice of these journals needs to be studied closer before the final report. It seems to be that the copyright practice does not differ very much from models described above. The new copyright model, in which the author shares the copyright with Creative Common licences, has come to these journals too.

Publishing Contract outlines

The Finnish Association for Scholarly Publishing which acts in a close association with The Federation of Finnish Learned Societies has published sample contracts concerning both books and articles a couple of years ago. Now these outlines have been translated from Finnish into English and into Swedish too. The idea is that every publisher is able to edit an own version in accordance with these sample contracts. The central starting-points the contracts as a whole are:

- Scholarly publishing is primarily to convey scientific information, not making business. The role of the publishing contract is to allow the publisher to perform his mission as efficiently as possible.
- The author of a scholarly text needs better rights to his own texts than the writer of a commercially published text. The publishing contract’s task is to secure the possibility for the writer to use his text again in various contexts, as in textbooks, reviews, as part of a monograph and such like; further, his right to prevent alterations in the text and supervise amendments done in connection with republishing.

The contract models translated in English and Swedish will be soon available on the Association's web site at www.tiedekustantajat.fi.

In Finland the copyright issues will be discussed in a workshop on October 10, 2008. Especially the presentations are focused on the publishing of theses and on the republishing in open access repositories. The Federation of Finnish Learned Societies is one of the organizers of this workshop.