

## Position Paper on Open Access

The International Federation of Reproduction Rights Organisations (IFRRO) acknowledges the growing interest and concern of authors, creators, and publishers in the Open Access initiatives. Open Access describes a number of different concepts aiming to increase the dissemination of literary and scientific works. At the core of them are two tenets:

- 1) Works published under Open Access should be universally and freely accessible via Internet
- 2) The copyright owner(s) irrevocably gives up some or all rights in their work, in advance and in perpetuity, or within a specified limit of time to use, reproduce or disseminate the article in its entirety or in part, in any format or medium.

Recognising that there is a cost to be borne in producing, reviewing, authenticating, archiving, and disseminating articles, many Open Access journals have shifted the burden of those costs from the subscriber or user of the articles to the authors/creators. Charges to authors for publishing Open Access articles are usually substantial. Thus, the author/researcher pays for the privilege of having her or his work “published” with no possibility of future rights to claim compensation for the use of it, including compensation under reprographic remuneration schemes.

However, not all Open Access initiatives involve charging content providers. Some models exist simply to encourage the permanent waiver of some or all rights to control a work so that it can be freely disseminated and used by others. It is thus critical that Open Access models are transparent, understandable and sustainable. Organisations or individuals soliciting articles for use under Open Access initiatives must inform rights holders fully of what rights they are giving up, in order for them to make a well grounded choice. While IFRRO recognises the right of authors and publishers to choose freely between different contract models, it is equally important that Open Access contracts are not imposed on them.

IFRRO acknowledges that while RROs are well established and provide a tried and tested licensing solution to the mutual benefit of creators, publishers and users, Open Access ideas are still at the formative stage. IFRRO is therefore prepared to watch and see how these models evolve. However, IFRRO cannot support Open Access initiatives that cause confusion amongst creators, publishers and users which may in turn discourage respect for copyright. IFRRO therefore urges all parties to be clear, unequivocal, and transparent in the presentation of the Open Access model and urges authors, creators and publishers (rights holders) to make sure they thoroughly understand their rights, obligations, and expected return before entering into any contractual arrangement.

Most rights holders strive to maximise the cost efficient distribution of their works. RROs provide services that assist them in this effort and act thus in the interest of both rights holders and users to whom they facilitate the legal access to copyright works. They act to the extent that creators and publishers

wish to make use of their services. RROs' agreements or licenses with users specify the conditions for the use of the work, including whether payment is due.

RROs respect the interest of rights holders to retain the control over their works and to receive fair remuneration for their use. Their roles and business models depend on the existing or absent business models between rights holders and users. The decision of the role of RROs should be made by publishers, authors and creators and the RRO in light of the specific sets of circumstances of the value model. The development of business and value models and their implementation will therefore lie in the hands of the rights holders, and RROs will endeavour to find a way to complement it in co-operation with creators and publishers.

**Adopted by the IFRRO Board – June 2005**