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# Managing third-party copyright for research publications

A good practice guide for researchers  
publishing open access monographs  
and book chapters

This is a UK Research and Innovation (UKRI) guide, co-produced with Clare Painter (Director, Clare Painter Associates), Professor Emily Hudson (Faculty of Law and The Queen's College, University of Oxford) and Professor Tanya Aplin (Dickson Poon School of Law, King's College London). UKRI is grateful for the advice and expertise of the consultants in formulating this guidance.

Managing third-party copyright for open access publications: a good practice guide for researchers

UK Research and Innovation

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# 1. Introduction

## 1.1 Open access and third-party copyright

Third-party content is material, such as images, infographics, and quotations, that are not generated or owned by the author of a publication, which authors seek to use within their publication.

This material is usually protected by copyright, a set of exclusive rights to do acts such as copying, distribution, online communication and adaptation. The person or entity that owns the copyright is sometimes called the copyright holder or rightsholder. This guidance uses the term copyright holder.

Managing third-party content and copyright is an important part of publishing research. It is essential that you may lawfully use any third-party material in your publication, and that you correctly attribute the author and copyright holder in line with requirements in copyright law and with any licences that apply to the material.

Long-form research outputs, including monographs, book chapters and edited collections, are increasingly published online. Making these versions open access (freely accessible under an open licence) makes it easier for the research community and other users of research to read, use and build upon the research findings.

Strategies for including third-party content in online open access publications are largely the same as for print and non-open access publications, although there can be differences in licences needed from the copyright holder and how you attribute the content in your publication.

## 1.2 About this guide

This guide explains good practice for researchers who need to manage copyright for third-party content in an open access monograph, book chapter, or edited collection. It particularly focuses on what you may need to do if publishing open access.

Many of the approaches and considerations presented also apply to including third-party content in a research article.

Information in this guide reflects copyright law in the United Kingdom as of October 2023 and is provided for information purposes only. UKRI makes no warranty as to the accuracy of the information in this guide and it should not be construed as legal advice on any matter, you should seek your own legal advice where appropriate.

Your publisher and/or research organisation should be able to advise you about copyright issues and may have guidance and policies you need to follow.

# 1 Dealing with third-party copyright. Some guiding questions:

- How much third-party content do I plan to include in my publication?
- Do I have the time and resources to address copyright for all this material, including obtaining and paying for licences, if needed?  
Factors that will inform this decision include:
  - Is there content I can include without needing to obtain a licence?
  - Can I use a copyright exception for any content (e.g. for short in-built quotes that are properly cited)?
  - Has content been released under a Creative Commons open licence that permits my intended use?
- For what content do I need to obtain a licence?
  - From whom should licences be sought?
  - What rights will I need to ask for, and how should this be recorded?
  - What is a realistic timeframe to clear all the rights that are required?
- Will some content be harder to deal with?
  - Will there be challenges identifying the copyright owner?
  - Is the copyright owner known to be less amenable to granting licences?

**This guide explains how to approach these questions and implement a copyright strategy to deal with third-party content you want to include in your publication.**

## 1.3 UKRI's open access policy

If you are funded by UKRI, you should also read UKRI's open access policy and guidance at [www.ukri.org/manage-your-award/publishing-your-research-findings](http://www.ukri.org/manage-your-award/publishing-your-research-findings). The policy applies to research articles and long-form research publications that need to acknowledge UKRI funding.

The advice in this guide is intended to help you to manage third-party content for your open access publication.

For monographs, book chapters and edited collections, the core policy requirements are:

- Your **version of record** (the final published version) or **author's accepted manuscript** (the final author-created version of the manuscript that is accepted for publication) must be free to view and download via an online publication platform, publisher's website, or institutional or subject repository, within a maximum of 12 months of publication.
- The open access version should include, where possible, any images, illustrations, tables, and other supporting content.
- The open access version of your publication must have a Creative Commons open licence (a CC BY licence is preferred but other CC licences, for example CC-BY-NC-ND, are permitted).

**UKRI's licence requirement does not apply to third-party content** included in your publication. If you are permitted to re-use a piece of content in your publication, you can include it under a different licence to that applied to the main work or on an 'all rights reserved' basis. This 'patchwork' licensing approach is discussed in **Section 2. 'Planning a copyright strategy for third-party content'**.

There is a policy exemption if you are unable to obtain reuse permissions for third-party materials and there is no suitable alternative to enable open access publication. Guidance on using this exemption is provided at Annex 3b of the UKRI open access policy, which can be accessed at [www.ukri.org/publications/ukri-open-access-policy](http://www.ukri.org/publications/ukri-open-access-policy).

# 2. Planning a copyright strategy for third-party content

This section outlines steps you should follow to develop and implement a strategy for dealing with copyright for third-party content that you want to include in your publication.

An important principle underpinning this guidance is that ideally, the open access version should include all third-party content that is necessary to support or explain the arguments being presented.

Throughout the writing and publication process, you should **keep and maintain records** of third-party content that you are considering including in your publication. Information to record includes:

- Title of a book or journal article
- Title or description of an image or photograph
- The name of the author or creator
- The name of the publisher
- Year of publication or creation
- Where you found the content, such as the page number of a book, or the URL for online content
- Copyright notices or related information, such as the details of any licence.

**Allow plenty of time to deal with copyright.** It can also take substantial time to obtain licences; copyright owners can sometimes take months to process requests. If you are choosing not to obtain licences or are unable to obtain licences, you may need to consider legal and risk management issues. Dealing with copyright too late in the process could delay publication.

## Step 1: discuss copyright with your publisher

You should ask about your publisher's approach and processes for third-party copyright as **early as possible**, ideally before agreeing the contract for your publication.

Even if the task of obtaining licences is to be deferred until later, it is important to understand:

- Who is responsible for identifying third-party content and obtaining any licences? Normally this is the author's responsibility, and this could be a clause in the publishing contract.
- What rights are required from copyright owners?
- Whether any content will be included without a licence; for example, does your publisher accept the use of materials under a copyright exception?
- What to do if licences cannot be obtained or if third-party content is (mistakenly) not identified.

Your publisher may have specific guidance or requirements for third-party copyright. This might include templates for requesting rights, guidance for how licences are recorded, or risk assessment frameworks, for example.

You should also inform your publisher early on if your publication is subject to UKRI's open access policy (or other relevant institutional or funder policies). This will be relevant to the terms of your contract and deciding how you will make your publication open access.

## Step 2: identify third-party content and decide if it raises copyright issues

When you are ready to start work on copyright compliance, you should:

- Identify any third-party content that you plan to include in your output; and
- Determine whether its inclusion risks infringing copyright.

### Identifying third-party copyright

Third-party content is any material you want to include in your publication that is not generated or owned by you (or any co-authors). Examples include:

- **Text**, such as quotations or extracts from a variety of sources like books, articles, poetry, song lyrics, screenplays, websites, blogs, reports, text-based works such as tables, among others.
- **Visual content**, such as photographs, drawings, maps, images, and diagrams.
- **Musical and dramatic** content that is presented in a readable format, such as musical scores and choreographic notation; and
- **Audio recordings** and **video content** may also be embedded in electronic books.

### Will its inclusion cause copyright issues?

Copyright protects a wider range of material. However, **not all third-party content is within copyright**. Where content is in the **public domain**, for instance because it is old and copyright has expired, its inclusion does not raise any copyright-related issues. 'Public domain' is a term of art in copyright law. It is discussed in **Section 3. 'Using content without clearing rights'**.

Under UK law, a person **infringes** copyright if they, without the licence (i.e. permission) of the copyright owner do, or authorise someone else to do, an act within the rights of the copyright owner (e.g. reproduction or making available online) in relation to the whole or a substantial part of a work. This means that there are no copyright issues if you copy less than a substantial part of the source work. This is also discussed in **Section 3. 'Using content without clearing rights'**. As discussed there, even short extracts can be qualitatively important, and therefore a 'substantial part'.

## Step 3: decide your copyright strategy

For third-party content **with** copyright considerations, you will need to decide how to include this in your publication without infringing copyright.



Three main ways to do this are by:

- Using content that has a **Creative Commons** licence or other open licence attached, where your use falls within the licence terms (discussed in **Section 3.2. 'Openly licenced content'**);
- Using content in a way that is permitted by one of the **copyright exceptions** available under UK copyright law (discussed in **Section 3.4. 'Using a copyright exception'**); or
- Obtaining a licence (i.e. a permission) from the copyright owner, a process referred to as **clearing rights** (discussed in **Section 4. 'Clearing rights'**).

### Including content in your publication under different licences

Remember UKRI's licence requirement does not apply to third-party content included in your publication. If you are permitted to re-use a piece of content in your publication, you can include it under a different licence to that applied to the main work or on an 'all rights reserved' basis. This "patchwork" approach is illustrated in **Box 2**.

UKRI recognises that copyright owners may not agree to their content being included under the same licence as the main work. It also makes it easier to include content that has already been released under a different open licence to your work.

You need to be clear with copyright holders how you will be publishing their content. You must also follow the terms of the licence they grant, including when using material released under an open licence.

For conventions and best practices in relation to how to present and attribute third-party content used under licence, see **Step 5: attribute third-party content**.

## 2 Case study: Using content with different licences

Michael has written a monograph, which is within the scope of UKRI's open access policy. The policy requires a Creative Commons licence to be applied to the main work; this is not required for any third-party content.

Michael and his publisher plan for the Version of Record to be published under a CC BY licence and for third-party content to be included under different licences, where necessary.

In addition to writing the text, Michael creates some figures and tables based on his research. The book also includes images sourced from a commercial photo library and from a blog written by Nina, a community activist, containing images that are credited to Nina.

The commercial photo library will only license the use of its images on an 'all rights reserved' basis. The images from the blog have been released under a CC BY-ND-NC licence.

It would be permissible for:

- The text, figures and tables created by Michael to be published under a CC BY licence;
- The images from the blog to be included under the CC BY-ND-NC licence indicated in Nina's blog; and
- The images from the commercial photo library to be included on the basis that the copyright owner reserves all rights (Michael having cleared rights with the copyright holder).

Michael will need to include copyright attribution statements in his publication that state the photo library images are 'all rights reserved' and the blog images are covered by a CC BY-ND-NC licence.

## Step 4: implement (and revisit) your copyright strategy

You will need to implement your strategy for each piece of third-party content. It is helpful to allocate each piece of content into one of the following groups:

- Content for which you are not going to request licences, as you believe that a licence is legally unnecessary (discussed in **Section 3 'Using third-party content without clearing rights'**). This group includes:
  - Content in the public domain;
  - Content for which you are not copying a substantial part of the source work;
  - Content that has been distributed under an open licence that permits your intended use; and
  - Uses that fall under a copyright exception.
- Content for which you **are** going to request licences by clearing rights (discussed in **Section 4 'Clearing rights'**).

### Revisiting your strategy

You may need to take an iterative approach. If you cannot obtain a licence for a piece of content, you will need to decide whether to revisit your strategy. For example, by relying on a copyright exception or by proposing alternative licensing terms to the copyright holder.

If these options are not feasible or not possible, then you may need to deploy alternative strategies regarding the third-party content. For example, you could:

- **Replace that content** (e.g. by finding substitute material);
- **Omit that content**; (e.g. delete it altogether from your publication, or delete it only from the open access version where it is possible to include the material in the print version only).

**Section 5. 'Alternative strategies'** provides guidance about different approaches available to you.

## Step 5: attribute third-party content

It is standard, when including third-party content in a publication, to include an attribution. This attribution serves several goals, including:

- Identifying the **work**, whether by reference to a title or short description;
- Identifying the **author** of the work;
- Providing **other important details** about the work or its creation, such as the year of creation or publication;
- Providing information about the **source** of the work, such as a URL;
- Identifying the **copyright holder**, if this individual is different from the author; and
- Providing a **copyright notice** which indicates the work's copyright status and the terms on which it has been included in the publication (e.g. on an 'all rights reserved' basis, or under a Creative Commons licence).

Attribution is important not only for reasons of good academic practice. In UK copyright law, authors and creators have a right to be attributed as author of their works. This right is found in the provisions on moral rights. Reliance on some copyright exceptions also requires the giving of a 'sufficient acknowledgement'. These legal requirements can be relaxed, for instance where it is impossible for reasons of practicality to identify the author of an unpublished work.

When publishing open access, it is particularly important that you **provide clear statements about the copyright status of any third-party content** and how this relates to the licence over the main work. This is so readers do not assume the third-party content is covered by that licence.

### How to attribute third-party content

Examples of how to attribute third-party content are provided at **Annex A. 'Example copyright notices'**.

Your publisher may also have standard practices for the content of attribution and copyright lines. A copyright holder may also request that you use a specific form of wording.

# 3. Using content without clearing rights

It is not always necessary to clear rights with the copyright holder – sometimes you may lawfully use third-party content with negotiating a licence. This includes:

- Content in the public domain (discussed in **Box 3**);
- Content for which you are not copying a substantial part of the source work (discussed in **Box 4**);
- Content that has been distributed under an open licence, where your use will be within the terms of that licence; and
- Content where your use falls within a statutory exception to copyright.

Each of these approaches may involve a degree of risk management, and you should be guided by your publisher in relation to the options it considers acceptable.

Even if you do not need to clear rights for a piece of third-party content, you must not apply the licence you are using for the main work to it without a licence from the copyright holder.

## 3.1 Content in the public domain

Not all material is within copyright. Copyright does not apply to content in the ‘public domain’; this is explained in **Box 3**.

See [Jisc’s guide](#) to copyright.

## 3 Public domain content

There are no copyright restrictions on using content that is in the ‘public domain’.

‘Public domain’ has a precise meaning under UK copyright law. Content in the public domain is material that was formerly protected by copyright but for which all rights have expired, or that has never been protected by copyright (such as certain UK government documents). A summary of how long copyright protection lasts is available on the UK government website at: [www.gov.uk/government/publications/copyright-notice-duration-of-copyright-term](http://www.gov.uk/government/publications/copyright-notice-duration-of-copyright-term).

Content should not be treated as in the public domain simply because it is in the public sphere. The fact that a work was found on a publicly accessible website or in an image search engine does not mean that it can be reused without copyright restriction.

### 3.2 Not copying a substantial part of the source work

Even if content is protected by copyright, under UK law, there are certain uses you can undertake without a licence from the copyright owner.

There will be no infringement of copyright if the copied material is **not a 'substantial part'** of the source work. Substantial part is judged qualitatively, meaning that short extracts can still be 'substantial'. For instance, in the UK case, *Meltwater*, about the copying of extracts from newspaper articles, it was held that a text extract of up to 256 characters (excluding spaces) could be a 'substantial part' of the article. Much will turn on the nature of the extract. Importantly, and as discussed in Box 4, there is no rule that quotations under a certain length (such as 400 words) may be used without infringing copyright.

## 4 Text quotations

You may have heard of the so-called '400-word rule': that you can copy up to 400 words from another work without infringing copyright. This is a myth as there is no such rule in UK copyright law.

It is common for academics to quote from one another in scholarly publications without seeking a licence. These are often shorter quotations, each one perhaps only comprising a very small part from the source work, that are often integrated into the main text. There are two main reasons why inclusion of such a quotation may be lawful without a licence:

- It does not comprise a substantial part of the source work; or
- Even if it is a substantial part, it is permitted by a UK copyright exception, such as fair dealing for the purpose of criticism, review or quotation. Copyright exceptions are discussed below in **Section 3.4 'Using a copyright exception'**.

The decision of how to deal with shorter quotes may involve a legal and risk assessment. The way publishers approach quotation will vary from publisher to publisher, and from work to work. Authors should, as always, work closely with their publishers for guidance.

### 3.3 Openly licensed content

Open licensing emerged as one measure to help facilitate the re-use of copyright works by removing the need to obtain licences. Through applying an open licence, a copyright holder gives advance permission about how you can reuse and redistribute their work.

Although copyright owners can write their own bespoke open licences, many apply standard licences, such as those provided by Creative Commons.

#### Using content with a Creative Commons licence

Creative Commons licences are legally binding. You must follow the terms for the specific Creative Commons licence that is applied to the third-party work you want to use. For instance:

- If content is offered under a CC BY-SA (share alike) licence, then along with attribution, you must offer the adapted third-party material under the same version CC BY-SA licence, because of the requirement that downstream works are 'shared alike'.
- If content is offered under any of the CC BY-ND (no-derivatives) licences, you may not share 'adapted material', without seeking permission from the copyright holder.
- If content is offered under any of the CC BY-NC (non-commercial) licences, you may not use the material for commercial purposes, without seeking permission from the copyright holder.

All Creative Commons licences are detailed at [www.creativecommons.org/licenses](http://www.creativecommons.org/licenses).

**Box 5** provides a case study to illustrate the use of Creative Commons licences. See also [Jisc's guide](#) to copyright.

You should also consider if your source has the authority to license the materials with a Creative Commons licence, as if you use that material outside the scope of the licence, the rights under the licence terminate automatically.

## 5 Case study: Using third-party content with Creative Commons licences

Michael has written a monograph. His monograph is within scope of UKRI's open access policy. It is decided, following discussion with his publisher, that the monograph will be available as (1) an electronic book that will be available open access and (2) a print version that will be available for purchase, both under a CC BY licence.

Michael has located some images on a blog written by Nina, a community activist. He wishes to include the images in his book. The images have been released under a CC BY-ND-NC licence.

If the images have been credited to Nina and seem, based on their nature and production values, to be images she might plausibly have taken, Michael and his publisher could be confident that the licence has been correctly applied. Michael has the option to contact Nina to double check.

If Michael suspects that the images could have a different copyright holder, for example because the images vary considerably in style and quality, then Michael should investigate further because Nina may not have had the right to release the images with a Creative Commons licence. If this is the case, then there is no valid licence. Michael does further due diligence by contacting Nina and determines that Nina is indeed the copyright holder.

As Nina has licenced her images under a CC BY-ND-NC licence, Michael can include the images in the digital open access version of his monograph without obtaining any further licence, provided he:

- Does not modify the images
- Attributes the images correctly (including indicating the same CC BY-ND-NC licence used by Nina)

As Michael's publisher wants to sell the print version of his monograph, Michael may need to clear rights for that version. If the book is being sold at a profit, this will almost certainly be a commercial activity and the images cannot be used commercially under the licence that Nina has applied to them. However, if the price is set on a cost-recovery basis, it may fall outside the definition of commercial. Michael should liaise with his publisher on this, as the definition of 'non-commercial' has been left intentionally flexible by Creative Commons.

### 3.4 Using a copyright exception

Copyright exceptions are provisions of the UK copyright statute (the Copyright, Designs and Patents Act 1988) that permit certain activities, without needing to request a licence from the copyright holder or pay that person or entity any money.

The copyright exception most likely to be relevant to including third-party content in scholarly publications is fair dealing for the purpose of quotation, criticism or review.

#### Fair dealing

There is no statutory definition of fair dealing.

There is an element of risk assessment in deciding whether to use a copyright exception and publishers have different approaches regarding their use in scholarly publications. As such, you should work closely with your publisher in relation to its approach. Factors that can inform your and your publisher's decision as to whether inclusion of third-party material is fair dealing will depend on:

- The amount and importance of what was copied; shorter reproductions are more likely to be considered fair dealing than longer ones.
- Whether your work substitutes for the source work; this consideration asks whether your use conflicts with a 'normal exploitation' of the source work.
- Your motives for including the content; is there some sort of intellectual analysis or point being made or is inclusion merely decorative?
- Whether it was necessary to use the source work to achieve your purpose.

**Annex D. 'Observations on copyright exceptions'** provides some additional observations about use of these copyright exceptions.

Further information about the UK Copyright Act and copyright exceptions is available on the UK government website at [www.gov.uk/topic/intellectual-property/copyright](http://www.gov.uk/topic/intellectual-property/copyright) and <https://www.gov.uk/guidance/exceptions-to-copyright>.



# 4. Clearing rights

## 4.1 What permissions to request for open access publication

The process for clearing rights to include third-party content in your publication is the same for open access and closed access publications. However, the content of the licence will differ, and open access publications may raise some additional considerations.

A permission to use third-party content should:

- Grant you the right to use the third-party content in your publication; and
- Indicate the copyright terms under which that content will appear in your publication; this could be under the traditional 'all rights reserved' approach (see **Box 6**), or under a Creative Commons or other open licence.

### 6 All rights reserved

'All rights reserved' is the traditional basis in which third-party content is included in books and other publications. The copyright owner gives the publisher permission to include the owner's content in the publication, meaning that users may read, view or (for electronic books) listen to that content. However, no permissions are granted to users for further uses.

When third-party content is included in an open access output on an 'all rights reserved basis', the same principle applies. A user who wishes to undertake any of the acts covered by the open licence over the main work must deal with that content separately, for instance by removing it or obtaining their own permission from the copyright holder.

**The licence needs to reflect how your publication will be made available.** For a print publication, you might, for example, request a licence for that content to appear in a book with a print run of 1,000 copies, published in the United Kingdom, in the English language. For a digital open access publication, the licence will need to permit unlimited, worldwide distribution.

Standard licence terms used by copyright holders may not always be compatible with the inclusion of third-party content in online open access publications. For example, they might wish to limit the licence to a particular number of copies or downloads, or to limit the licence to a fixed period of time. Therefore, you may need to include some additional information in your correspondence with the copyright holder (as discussed in **Section 4.2. 'How to request permissions'**).

**The relationship between the third-party content and the licence you are applying to the main work needs to be clear.** You must not apply a licence to any third-party content without permission. However, you do not need to ask the copyright holder to make their content available to you under the same licence that you are applying to the main work, as you can combine content with different licences (as illustrated in **Box 2** in **Section 2 'Planning a copyright strategy for third-party content'**). The important things are that:

- The copyright holder is aware that their work will be used in an open access electronic output (and any open access print version);
- You clarify or obtain guidance about how the third-party content should be presented and attributed in your publication. You should only include that content under an open licence (whether the same licence as the main work, or a different one) if expressly instructed to do so.

**Box 7** provides an example of requesting the right permissions.

## 7 Case study: Requesting the right licences

Yael has written a monograph. Her monograph is within scope of UKRI's open access policy. It is decided, following discussion with her publisher, that the monograph will be available as (1) a printed book that will be sold and (2) an electronic book that will be available open access, both versions will be published under a Creative Commons CC BY-NC licence.

Yael wants to include a photograph taken by Xavier who is also the copyright holder. Yael and her publisher have decided they will need a licence as (1) the photograph has not been released under a Creative Commons or other open licence, and (2) there isn't an applicable copyright exception.

- Yael will need a licence from Xavier that covers both versions of the monograph (print and electronic).
- That licence should note that the print and electronic versions will each be made available under a CC BY-NC licence.
- Any licence from Xavier should also confirm the terms under which the photograph will appear in the monograph, i.e. whether it will be on an 'all rights reserved' basis or under an open licence.

### Licences for Author's Accepted Manuscripts

If you plan to self-archive your Author's Accepted Manuscript in an open access repository (as is permitted by UKRI's open access policy), you will need to request explicit permission to use the third-party content in that Manuscript. A licence to include third-party content in the Version of Record (or a non-open access edition) should not be assumed to cover other uses, such as inclusion in the Author's Accepted Manuscript.

## 4.2 How to request permissions

### Who to ask?

You need to ask permission from the copyright holder. This may not be the same person or entity as the author. An author might have assigned copyright to their publisher, for example. Copyright may also be owned by multiple people or entities; in which case you will need permission from each owner.

A valid permission must come from the copyright holder or someone acting with their authority. When contacting individual(s) to clear rights you should verify that the individual(s) you are approaching are the copyright holder(s) or their representatives.

You can locate information about copyright ownership in a number of places, such as:

- The front matter in books;
- Captions that appear alongside images; and
- Collections databases and library catalogues.

If you obtain content from an image library, you may be asked to agree to terms and conditions and pay a fee. You should read the terms carefully to determine what is covered by any licence. In many instances, the image provider will only be granting access to the image; you will still need to clear rights to use the image with the copyright holder or their representative.

### Orphan works

If you cannot find a copyright holder, the content may be an orphan work. An orphan work is one for which the copyright holder is impossible to identify or locate. If you have found and contacted the copyright holder but they have not responded to you, that does not mean their work is an orphan work. In that situation, you need to be patient in your request or follow up with them.

The UK Intellectual Property Office (IPO) operates the Orphan Works Licensing Service. This grants licences to use orphan works in the UK only. These licences are intended to provide certainty to users that, in the event of a copyright holder resurfacing, they will not be exposed to liability for infringement. The licences are time-limited and apply only to distribution within the UK. Since open access anticipates indefinite and unrestricted online access worldwide, the licences granted by the IPO are not currently useful for open access publishing. However, the service may be useful for including an orphan work in any print version of your publication. See the UK government website for more information: [www.gov.uk/guidance/copyright-orphan-works](http://www.gov.uk/guidance/copyright-orphan-works).

## 8 Case study: Using an orphan work

Hannah has written a monograph. She has found a photograph online and she cannot identify the copyright holder for this, despite making enquiries. The photograph appears to be an orphan work.

Hannah's publisher asks her to help complete a risk assessment in relation to whether to include the photograph in her monograph.

This assessment might consider:

- What attempts Hannah has made to identify and/or locate the copyright owner? Are there any other avenues she might pursue?
- Is the photograph not that important such that it can be deleted or replaced with other suitable content?
- Is the photograph important to her arguments? If so, might she apply for a licence for the UK print edition from the UK Intellectual Property Office under their Orphan Works Licensing Scheme?
- Can the photograph be included in a way that makes it more likely to fall within a copyright exception (for instance, because of the image size and surrounding commentary)? Copyright exceptions are discussed in Section 3.4 'Using a copyright exception'.

Hannah and her publisher will work together based on the outcomes of the risk assessment to decide if the photograph can be included in her monograph. Hannah will also seek advice from her research organisation.

### Requesting licences directly from copyright holders

Some copyright holders provide a licence request form or guidance about the information they will need to process your request. Your publisher may also have template letters and emails for you to use when arranging licences.

**Annex B. 'Example letters to copyright holders'** provides some example letters.

Your publisher might recommend that you obtain a licence that is as broad as possible, so that they do not need to re-clear rights for future uses of your work. However, a consequence might be an increase in any licence fee. When working with your publisher to ascertain what you should ask for, it may be useful to distinguish between what is essential versus desirable.

### Requesting licences via third-party services

Where publishers are copyright holders, they often manage licences via third-party platforms such as [RightsLink](#) and [PLSclear](#). Instructions pointing you to such services are typically found on a publisher's general permissions page or linked to on the webpages of individual journal articles.

## Dealing with questions from copyright holders

Copyright holders may have questions about your proposed use or may offer a licence under their own terms and conditions. They may require payment of a licensing fee in return for granting licences.

**Annex C. 'Responding to questions from copyright holders'** provides some suggestions about how you might respond to common questions and concerns about open access publications.

**Annex E includes a fact sheet about open access** publication and permissions for copyright holders, which you can use to inform your correspondence with copyright holders.

### If a copyright holder rejects or does not respond to your request

You may encounter challenges which make it impossible to obtain licences, including:

- Difficulty finding or getting a response from a copyright holder;
- A copyright holder not wanting their material to be included in an open access publication; or
- A copyright holder refusing permission or insisting on licensing terms that you cannot realistically comply with for open access.

You may find that the copyright holder has questions about open access publication.

**Annex C. 'Responding to questions from copyright holders'** includes some suggestions about how to respond to common issues and concerns. Responding to these concerns and negotiating with the copyright holder to obtain a licence is recommended.

If a copyright holder does not respond to your request, you **cannot** assume agreement. You may need to follow up; sometimes copyright holders can take several months to process a request.

If, despite your efforts to obtain a licence, you cannot clear rights for the open access version of your publication, you could consider the option of including that content by reference to a copyright exception (explained in **Section 3.4. 'Using a copyright exception'**). This will depend on the reason why your attempts failed; for instance, if a copyright holder has rejected your request, the risks will be higher than where the content is an orphan work.

In deciding a way forward, you and your publisher might carry out a risk assessment and decide that the benefits of including a piece of content may outweigh the risks of potentially infringing copyright. Numerous factors can be relevant to this analysis, such as the impact of non-inclusion on your work, the likelihood of a complaint being made, and whether you can present the content in a way which makes it more likely an exception applies.

## 9 Case study: An unresponsive copyright holder

Ben has written a book chapter. Ben would like to use some text in his book chapter and has found that this text is the copyright of Elizabeth. Ben has written to Elizabeth to request a licence but has not heard back, despite following up.

As the copyright holder has been identified, Ben cannot use the Intellectual Property Office's Orphan Works Licensing Scheme as the work is not an orphan work.

Ben's main options are to delete or substitute Elizabeth's content (discussed in **5. Alternative strategies**), or to include that content in a way that falls within a copyright exception. The latter carries some risks, including because Elizabeth has been given notice of Ben's proposed use.

If Ben and his publisher were to rely on an exception, they should have a clear set of reasons why they went from thinking they needed permission to using an exception. For instance, Ben might ask:

- Am I reproducing a shorter quote or a smaller image than that requested?
- Am I adding more contextual material to support arguments that the purpose is quotation or review?
- Is the content not supporting an argument that I am making, or is its inclusion illustrative or not adding anything to my analysis, argument or discussion?

# 5. Alternative strategies

There may be instances where your publisher does not deem that it is appropriate for you to include third-party content with reference to a copyright exception. In this case, there are alternative options that you can consider to discuss the third-party content without including it in your publication, such as:

- **Replacing the content.** You could consider if there is alternative content that is equally suitable, but which does not carry the same copyright issues. For example, if you are including an interactive map in your ebook where the interactive software is subject to copyright, but the map is not, you could include the map only.
- **Removing the content.** You could consider if the content could be omitted without significantly detracting from your work. This is also an option where the copyright holder refuses to grant rights for open access publication (but not for print publication) or they insist on terms that are inconsistent with open access or would charge a higher fee that you cannot afford.
- **Providing source information or linking to it.** It might be possible to describe or discuss third-party content without reproducing it or by including a link to that content. Linking to source content can also require permission, so care should be taken. However, relying on this approach should also consider issues of longevity as links may become broken over time, or the content may be moved elsewhere.
- **Tombstoning the content.** **Box 10** discusses an approach for doing this.

## 10 Tombstoning

If you cannot clear rights to include a piece of third-party content in the open access version of your publication, omitting it just from the open access version might be an option. One approach is 'tombstoning', where a blank box signals where the content should appear.

Authors and publishers may not like tombstoning, as it can reduce the quality of the reader experience for open access works. However, making your publication open access may still be preferable, particularly if it contains many third-party materials and only a small number of these cannot be cleared. Tombstoning is a permitted option to comply with UKRI's open access policy.

There will be instances where it is not feasible to replace or redact third-party content, given the importance of the content to the arguments being made. Each of these approaches may involve a degree of risk management, and you should be guided by your publisher in relation to the options it considers acceptable for your publication.

### **UKRI's open access third-party policy exemption**

Under UKRI's open access policy, if you are unable to secure rights to third-party content and there is no suitable alternative (such as the options described above), you may be eligible for a policy exemption. Guidance is provided in Annex 3b of the UKRI open access policy, which can be accessed at [www.ukri.org/publications/ukri-open-access-policy](http://www.ukri.org/publications/ukri-open-access-policy).



# 6. Further information

## Copyright and licensing

Read Jisc's guide on copyright and licensing for research publications at:

<https://beta.jisc.ac.uk/guides/copyright-and-creative-commons-licences-for-publishing-under-the-ukri-open-access-policy>

UK government information about copyright is available at:

[www.gov.uk/topic/intellectual-property/copyright](http://www.gov.uk/topic/intellectual-property/copyright)

Creative Commons provide information about their different open licences at:

[www.creativecommons.org/licenses](http://www.creativecommons.org/licenses)

## Open access and open research

UKRI's open access policy and guidance is available at:

[www.ukri.org/manage-your-award/publishing-your-research-findings](http://www.ukri.org/manage-your-award/publishing-your-research-findings)

Read Jisc's introduction to open access at:

[www.jisc.ac.uk/guides/an-introduction-to-open-access](http://www.jisc.ac.uk/guides/an-introduction-to-open-access)

A range of resources about open access and open research are included in UKRI's good research resource hub at:

[www.ukri.org/what-we-do/good-research-resource-hub/open-research](http://www.ukri.org/what-we-do/good-research-resource-hub/open-research)

# Annexes

The information provided in these annexes should be read in conjunction with the main guide.

You should always consult your publisher and research organisation regarding policies and guidance applicable to your publication.

## Annex A. Example copyright notices

This table supplements **Section 2 ‘Step 5: attribute third-party content’**. It provides some suggestions about how to attribute third-party content in your publication. The copyright holder may provide guidance in relation to their preferred wording for attributions and copyright notices.

**Table 1: Example copyright notice**

Third-party content	Suggested attribution
... for which a permission has been obtained	<p>The attribution should include the copyright status of the work and the licence under which the copyright holder has permitted inclusion.</p> <p>For example, where the author and copyright holder are the same, “© Copyright holder name, Copyright year, All Rights Reserved.”</p> <p>Where the author and copyright holder are different people or entities, both should be identified separately. Under UK copyright law the author must be attributed.</p> <p>For example, where the author and copyright holder are different, “Author, © Copyright holder name, Copyright year, CC BY-NC.”</p>
...that is in the public domain	<p>The attribution should include a reference to the original creator</p> <p>For example, “Da Vinci, Leonardo. Mona Lisa. 1503-1506.”</p>
... that has been released under an open licence, where your use complies with that licence	<ul style="list-style-type: none"><li>▪ The attribution should include the licence under which that content was released.</li><li>▪ For example, “Licensed by Copyright holder name under CC BY-NC 4.0”, with the licence name linking to the licence deed.</li><li>▪ For further information on attributing copyright for third party materials released under an open licence, see <a href="#">best practices for attribution</a>.</li></ul>
... the use of which falls within a copyright exception	<ul style="list-style-type: none"><li>▪ The attribution should state that the content is not covered by the licence over the main work.</li><li>▪ For example, “© Copyright holder name, Copyright year. This content is not covered by the CC BY 4.0 licence over this publication. For permission to reuse, please contact the copyright holder.”</li></ul>

## Annex B. Example letters to copyright holders

This annex supplements **Section 4 ‘Clearing rights’**. It provides some example letters to copyright holders. Your colleagues, publishers or your organisation’s library or legal department might also have advice.

### Example 1

Dear Mr Smith

#### Licence request in relation to Painting Title by A. N. Artist

I am the author of the book, Political Commentary and Art in the 1980s, to be published by Excellent Books, publication being planned for September 2026 (‘Work’). This Work will be an academic monograph investigating how art has been used by political movements from around the world.

I would like to apply for permission to reuse the following material (‘Material’) in the Work. I understand that you are the owner of copyright in this Material – if this is not the case, I would be grateful if you could please let me know.

Title of image: Painting Title

Name of artist: A. N. Artist

Year of creation: 1984

The Material will be reproduced in colour on an inside page of the book, at quarter page size.

The Work will be published by Excellent Books as follows:

- As a printed book which will be available for sale on a print-on-demand basis; and
- As an ebook which will be available free of charge under a Creative Commons Attribution-NoDerivatives 4.0 International (CC BY-ND 4.0) licence (see <https://creativecommons.org/licenses/by-nd/4.0/>] for more information about such licences).

I am requesting a non-exclusive, worldwide, perpetual licence to use the Material in:

- The print and ebook described above; and
- Any other formats of the Work throughout the world, including in related works such as future editions and adaptations, in the English language.

If you agree to a licence, the Material will appear with an acknowledgement of source (including a credit line and copyright notice). Please let me know if you have any preferred wording for the acknowledgement. If you do not express any preferences, the Material will be credited in line with standard acknowledgement practices.

This Work was written by me as part of a project that received funding from UK Research and Innovation (UKRI). As such, it has an open access (‘OA’) licensing requirement under UKRI’s Open Access Policy (see <https://www.ukri.org/publications/ukri-open-access-policy/>). However, for avoidance of doubt, it is not necessary that your Material is subject to an open licence too. Unless you state otherwise, I will assume that the Material should be presented on an ‘all rights reserved’ basis. If that is not the case, and you would like to make the Material available under a Creative Commons licence, please advise me accordingly.

Please contact me if you have questions or require further information. You will appreciate that I need to finalise this as quickly as possible, and would appreciate your earliest response.

I look forward to hearing from you.

Regards,

[SIGNATURE]

PERMISSION APPROVED

Signature:

Name:

Position:

Date:

Company/Organisation:

Address:

Copyright notice and credit line (if this is left blank, we will use standard wording to acknowledge the source of the material):

## Example 2

Dear Excellent University Press

Licence request in relation to extract from The Couch by A. N. Author

I am the author of the book, Cool Title: A History of Furniture Design in 19th Century Britain, to be published by Excellent, publication being planned for September 2024 ('Work').

I would like to apply for permission to reuse the following material ('Material') in the Work. I understand that you are the owner of copyright in this Material – if this is not the case, I would be grateful if you could please let me know.

Quotation from: The Couch

Author: A.N. Author

Publisher: Excellent University Press

Year of Publication: 2015

Number of Words: 300

Page numbers: pp. 117-118

The Material will be reproduced as a single, indented quote.

The Work will be published as follows:

- As a printed book which will be available for sale, with a print run of 300 copies; and
- As an ebook which will be available for sale.

In addition, the final manuscript of the Work will be made available, free of charge, in the institutional repository at the University of Life under a Creative Commons Attribution-NoDerivatives 4.0 International (CC BY-ND 4.0) licence. For more information about this licence, see <https://creativecommons.org/licenses/by-nd/4.0/>.

I am requesting a worldwide, non-exclusive, perpetual licence to use the Material in:

- The print and ebook described above;
- The final manuscript described above; and
- Any other format throughout the world, including in related works such as translations, future editions and adaptations, in all languages.

If you agree to a licence, the Material will appear with an acknowledgement of source (including a credit line and copyright notice). Please let me know if you have any preferred wording for the acknowledgement. If you do not express any preferences, the Material will be credited in line with standard acknowledgement practices.

Finally, as a recipient of funding from UK Research and Innovation (UKRI), my work has an open access ('OA') licensing requirement under UKRI's Open Access Policy (see <https://www.ukri.org/publications/ukri-open-access-policy/>). However, for avoidance of doubt, it is not necessary that your Material is subject to an open licence too. Unless you state otherwise, I will assume that the Material should be presented on an 'all rights reserved' basis. If that is not the case, and you would like to make the Material available under a Creative Commons licence, please advise me accordingly.

Please contact me if you have questions or require further information. You will appreciate that I need to finalise this as quickly as possible, and would appreciate your earliest response.

I look forward to hearing from you.

Regards,

[SIGNATURE]

## Annex C. Responding to questions from copyright holders

This annex supplements **Section 4.2 ‘How to request permissions’**. It provides some suggestions about how to respond to common questions you might receive from copyright holders, which should be adapted as needed for your specific circumstances.

It can sometimes help to obtain a licence if you are able to offer a rights holder specific reassurance about the way their material will be handled in your open access publication. This will depend on the policies adopted by your publisher, so check first.

You can use the following sample text in **Table 2** as a basis for your response, adapting as needed for your specific circumstances.

**Table 2: Areas of concern from copyright holders**

Areas of concern	Examples of how you can address these concerns
Content being subject to an open licence	You should clarify that the content does not need to be reproduced under a Creative Commons licence but can be presented on an ‘all rights reserved’ basis (being the traditional approach to including third-party content in a publication). Under this approach, any licence granted by the copyright holder would only allow the Material to be reproduced in the publication and would not extend to reuse by others without the copyright holder’s permission. If the copyright holder would like to proceed on this basis, the work would be credited accordingly.
Request to limit distribution under the licence	<p>You should confirm the planned print run following discussion with your publisher.</p> <p>You should clarify that the nature of Open Access means that there are challenges in quantifying the level of access to the digital version. The total ‘distribution’ numbers for the open access version might be calculated in several different ways, for example by looking at the total number of page views, the number of unique users, or the number of downloads, although this may not capture downstream access. Each of these would give a different result and is difficult to predict. It would be preferable to not include an express limit. This will not only avoid difficult issues in estimating access but accords with the goals of the open access movement, which is that content will remain available.</p>
Calculating the licence fee by reference to implausible levels of access	<p>You could:</p> <ul style="list-style-type: none"><li>▪ Clarify that the audience for this work will most likely remain limited. In addition, no income will be derived from the open access version of the work.</li><li>▪ Ask if it might it please be possible to rethink the licence fee so that it is commensurate with a more realistic estimate of access?</li></ul>

	You should clarify that there are difficulties with a fixed-term licence for digital publications, including open access publications, as they are intended to remain available without time limit.
Time limits on licences	You can request a licence that is limited to the lifetime of the edition, meaning that the material will be used in this edition of the work, but further permission would be required if a subsequent edition is planned in future.
Quality of the credit lines	You should emphasise that you will include credit lines and copyright information so that the source and copyright status of the Material is made clear.  You might provide the copyright holder with sample wording and explain where the credit will appear.
Data breach	Your publisher may be able to give you information about their security arrangements which can demonstrate to the copyright holder that their material will be protected.
Ease of copying	Scientific journals and other academic publications sometimes allow users to download and share figures using one of the right-click functions. If your publisher has not enabled this (or has disabled it), you can reassure the rights holder that the figure will not be easily copied and shared. However, it is important to check the publishers' policy first.
The licence fee is unaffordable	You can ask if the copyright holder might consider a lower fee and emphasise that this book is likely to be of interest to an academic audience, rather than a wider public, and no income will be derived from the open access version of the work.

## Annex D. Observations on copyright exceptions

This annex supplements Section 3.4 **'Using a copyright exception'**. It provides some additional background and observations about the two UK copyright exceptions most likely to be relevant to including third-party content in scholarly publications:

- Fair dealing for the purpose of criticism or review of that or another work; and
- Fair dealing for the purpose of quotation.

These observations are informed by a review of past legal cases and may not reflect the current state of the law. They should not be relied upon as legal advice, and you should seek your own legal advice where appropriate.

- 1 The exception for 'criticism or review' is not confined to literary criticism – it may extend 'to the ideas to be found in a work and its social or moral implications'<sup>1</sup>. For instance, in one case, the defendant wrote a book that was critical of the Church of Scientology. His book included quotes from works authored by L. Ron Hubbard. This was held to be a fair dealing for the purpose of criticism or review<sup>2</sup>.

**2** The quotation exception applies to ‘the use of a quotation from the work (whether for criticism or review or otherwise)’. The Court of Justice of the European Union has defined quotation as ‘the use ... of a work or, more generally, of an extract from a work for the purposes of illustrating an assertion, of defending an opinion or of allowing an intellectual comparison between that work and the assertions of that user’<sup>3</sup>.

This suggests that:

- There must be some sort of intellectual analysis or point being made (although this does not need to involve criticism of the source work); and
- Since quotation can include use of ‘a work or ... an extract from a work’, there may be instances in which a quotation can be made of an entire work. This may be particularly significant for photographs and images.

**3** The dealing must be **fair**. This sort of open-ended language allows for case-by-case assessment. For instance, we might agree that it should be lawful for authors and publishers to include some quotations in scholarly publications without permission, whilst others should require permission. Fairness is one of the main ways judges differentiate between these two scenarios. Factors that judges have considered include:

- The amount and importance of what was copied. Shorter reproductions are more likely to be fair than longer ones.
- Whether the defendant’s work substitutes for the source work. Judges have asked whether the defendant’s use might destroy some of the value of the market for, or ‘conflict with a normal exploitation’ of, the source work.
- The motives of the defendant. A dealing will be less likely to be fair if the defendant had an ulterior purpose, such as making its newspaper more attractive to readers in order to boost circulation or retain readers.
- Whether it was necessary to use the source work to achieve the defendant’s purpose. This factor might be thought of in terms of proportionality: was the use made by the defendant proportionate to their purpose?

The outcome of such an assessment will be clearer in some cases than others.

**4** For the two fair dealing exceptions, above, the source work must have been ‘made available to **the public**’. This includes various acts to make content available publicly, such as publishing it.

**5** In undertaking any assessment about whether to rely on a copyright exception, it must be borne in mind that exceptions in UK law may not have counterparts elsewhere in the world. This means that an act that is permissible in the UK may not be allowed under the law where the material is accessed. This raises a risk of infringement. Although, many publishers consider that risk to be very low, and will still use exceptions. This is a matter for you to discuss with your publisher.

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<sup>1</sup> Pro Sieben Media AG v Carlton UK Television Ltd [1999] FSR 610, 621.

<sup>2</sup> Hubbard v Vosper [1972] 2 QB 84.

<sup>3</sup> Pelham GmbH v Hütter (C-476/17) [2019] ECDR 26, para [71].

## **Annex E. Fact sheet to support correspondence and liaison with copyright holders on open access publications**

This fact sheet supplements the guidance in this document and sets out key information that authors and research organisations can use when liaising with a copyright holder in order to provide context on open access.

Copyright holders may receive permission requests for the use of their content in a research publication that has to comply with UK Research and Innovation's (UKRI) open access policy. UKRI is a public funding body that supports research and innovation in the United Kingdom. Open access aims to ensure that the published outputs of research are available freely, without restrictions on access or reuse. Publishing in this way enables the outputs from publicly-funded research to be made available to all.

UKRI's open access policy applies to peer-reviewed research articles and monographs, book chapters, and edited collections that result from UKRI funding. Publications that fall within the policy have an open licensing requirement, however this licensing requirement does not apply to third party content within the publication.

Requests to use content in an open access publication can look different from the requests for non open access publications. Having more context about open access and the UKRI policy we hope will mean that copyright holders will feel more comfortable in granting permission for the use of material in an open access output.

### **What's different about this permission request?**

The basic approach to seeking (and granting) permissions is the same irrespective of whether the output is published traditionally or under an open licence. For instance, there will be a description of the material in relation to which the request relates, the publication in which it will be used, and the rights being requested.

Open access publications are made available in ways different from the traditional. They are released in a way that maximises potential access and reuse: they are released online, on websites that are generally available around the world, and are accessed free of charge. They will be released by reference to an open licence, such as Creative Commons ('CC'), which permits various acts by downstream users. Under the most permissive CC licences, the creation of derivative works is permitted, as are uses undertaken for commercial purposes.

When copyright holders grant permission, you can specify whether your material should be made available under the same terms as the publication itself, or whether they wish to apply greater or lesser restrictions on future reuse of the material. If they include a copyright line, users will see that they need to apply to the copyright holder directly for further permissions.



## The particulars of the request

### Format

Researchers can comply with the UKRI's open access policy for monographs, edited collections and book chapter by releasing the final published version of their research output open access or by releasing their authors accepted manuscript under an open licence. The production of an open access publication does not preclude the sale of 'regular' editions.

That means copyright holders may receive requests that cover use in one or more of the following formats:

- A print edition and/or a standard ebook, both sold on a non-open access basis;
- An ebook that is released online, by the publisher, under a licence;
- A print edition that is sold by the publisher, and that is also under a licence; and
- The authors accepted manuscript that is released, by the researcher, on an institutional repository under a licence.

While an ebook might reflect the content and layout of any print version, the authors accepted manuscript might look quite different as it is the version prior to typesetting and copyediting.

### Number of copies

If the author's publisher decides to produce a print edition, the request may include details of the retail price and expected first print run, or alternatively whether the book will be available under print-on-demand.

In contrast, it may be far more difficult to provide a reliable estimate of the 'number of copies' of an ebook made available in open access form. There are a variety of estimates one could use to measure access, such as downloads, page views or the total number of users, which may each produce a different result. Any limits however to a particular number of total views or downloads is not compatible with the goals of open access. One way forward may be to not insist on any upper limits for the open access version. Open access publications covered by the UKRI open access policy are principally aimed at a specialist scholarly audience and the total usage is expected to reflect that.

### Term

The goals of open access are that, once it is published, the digital version should remain available in perpetuity. It is therefore desirable that permissions do not carry a time limit, as it is not feasible for publishers or researchers to make changes to an open access publication once it has been released.

It is possible to grant permission to cover only a single edition of the work in both print and digital formats. This would mean that if a second edition was produced with revised content at a later date, it would require fresh permission (bearing in mind that many academic monographs do not have second editions). However, the permission in relation to the first edition would not expire.

## Territory

A permission request for an open access output is for worldwide rights. This reflects the fact that open access outputs are intended to be available online worldwide and not be geoblocked. If the copyright holder has rights in the material for certain territories but not worldwide they should include details of the other rights holders in any response to a permissions request.

## Options for the copyright notice for material

If a copyright holder is granting permission for material to be used in a publication which itself will be published under a CC licence. They can set a different level of protection for their material. This can be on the basis that all rights are reserved, or they can decide to apply a CC licence to the material. The licence selected can be more or less restrictive than that which applies to the main work.

**A publication will include a credit line which will acknowledge sources and include a copyright notice or CC licence. If there are any preferences or requirements for the wording of the credit line these should be made clear to the person requesting permission.**

For more information about CC licences, see About The Licenses - [Creative Commons](#). It is worth reflecting on whether CC licences might be a useful part of a commercialisation or exploitation strategy. For instance, might it be better to permit certain forms of reuse than process requests for educational or non-commercial uses where there is either no or a nominal fee charged. That is, CC is not incompatible with the continued exploitation of work. But to emphasise - **it is not necessary, in order for a copyright holder to give permission, for them to release their material under a CC licence.**

## After a copyright holder has granted permission

The publisher will include the credit line according to their usual practices, for example in figure captions.

## The importance of permissions for monographs

Material may be central to the arguments that the author is putting forward in their scholarly work. In some cases, it may even be difficult to proceed with publication if third-party content cannot be reproduced alongside the author's own text.

Responding to a permission request of this type may require copyright holders to step outside the standard terms that would usually apply. However, it can make a substantial difference to the author and to the quality of scholarly publication.

Finally, the author may seek to negotiate the permission fees. Although the author has received research funding from UKRI, this may not include any additional sum to cover the cost of permission fees, nor are fees generally covered by the publisher. Where fees are required, they are usually paid by the author directly, who receives no income from the open access version of their work.