

Między młotem a kowadłem. Open Access w pułapce regulacji prawnych i wymogów finansowych

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Otwieranie nauki – praktyka i perspektywy

Pytania

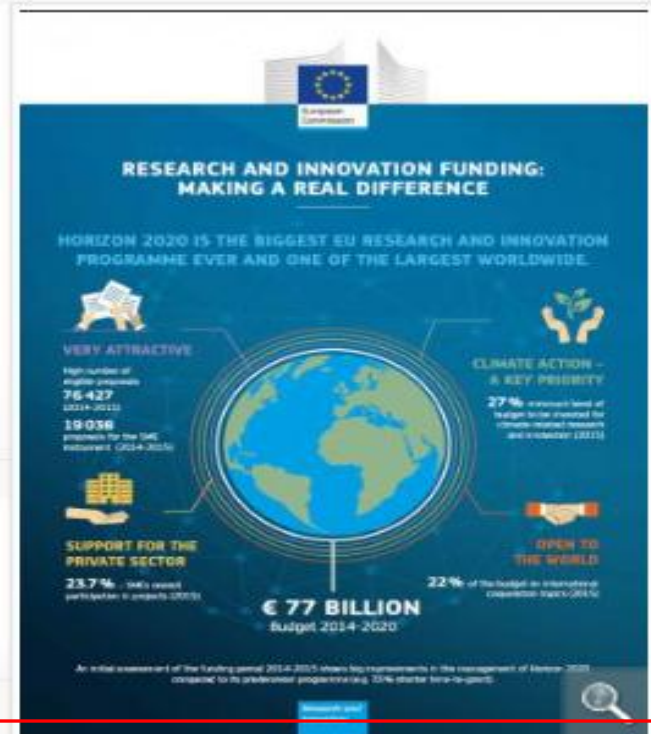
- Czy istnieje spójność pomiędzy politykami Komisji Europejskiej?
- Jakie narzędzia są proponowane?
- Czy proponowane narzędzia są efektywne?

This brochure shows an assessment of Horizon 2020 management and distribution throughout 2014-2015, with information including number of proposals and accepted applications, time-to-grant, key Horizon 2020 performance indicators, and more.

It is available to download in pdf format at the link below.

Related Documents:

- ▶ **RESEARCH AND INNOVATION FUNDING: MAKING A REAL DIFFERENCE**



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29.2 Open access to scientific publications

Each beneficiary must ensure open access (free of charge, online access for any user) to all peer-reviewed scientific publications relating to its results.

In particular, it must:

- (a) as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications;

Moreover, the beneficiary must aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications.

- (b) ensure open access to the deposited publication — via the repository — at the latest:
 - (i) on publication, if an electronic version is available for free via the publisher, or
 - (ii) within six months of publication (twelve months for publications in the social sciences and humanities) in any other case.
- (c) ensure open access — via the repository — to the bibliographic metadata that identify the deposited publication.

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Open access means ensuring that, at the very least, such publications can be **read online**, **downloaded** and **printed** – via a repository for scientific publications.

Best practice: Open access has no impact on the other terms and conditions that apply to scientific publications (e.g. as regards use, etc). However, in order to increase the utility of the publication, beneficiaries are encouraged to provide additional rights such as the right to copy, distribute, search, link, crawl and mine).

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29.3 Open access to research data

[OPTION for actions participating in the open Research Data Pilot: Regarding the digital research data generated in the action ('data'), the beneficiaries must:

- (a) deposit in a research data repository and take measures to make it possible for third parties to access, mine, exploit, reproduce and disseminate — free of charge for any user — the following:*
 - (i) the data, including associated metadata, needed to validate the results presented in scientific publications as soon as possible;*
 - (ii) other data, including associated metadata, as specified and within the deadlines laid down in the 'data management plan' (see Annex 1);*
- (b) provide information — via the repository — about tools and instruments at the disposal of the beneficiaries and necessary for validating the results (and — where possible — provide the tools and instruments themselves).*

This does not change the obligation to protect results in Article 27, the confidentiality obligations in Article 36, the security obligations in Article 37 or the obligations to protect personal data in Article 39, all of which still apply.

As an exception, the beneficiaries do not have to ensure open access to specific parts of their research data if the achievement of the action's main objective, as described in Annex 1, would be jeopardised by making those specific parts of the research data openly accessible. In this case, the data management plan must contain the reasons for not giving access.]

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Procedure for open access (research data):

Step 1 – **Deposit** the digital research data, preferably in a research data repository.

Step 2 – Provide **open access** by taking measures to enable users to access, mine, exploit, reproduce and disseminate the data free of charge (e.g. by attaching a 'creative commons licence' (CC-BY or CC0 tool) to the data).

Open access must not be given immediately; for data needed to validate the results presented in scientific publications, as soon as possible; for other data, beneficiaries are free to specify embargo periods for their data in the data management plan (as appropriate in their scientific area).

Step 3 – Provide **information**, via the repository, about **tools and instruments** for validating the results.

Where possible, the beneficiaries should provide those tools and instruments (e.g. specialised software or software code, algorithms, analysis protocols, etc.).

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Article 3

Text and data mining

1. Member States shall provide for an exception to the rights provided for in Article 2 of Directive 2001/29/EC, Articles 5(a) and 7(1) of Directive 96/9/EC and Article 11(1) of this Directive for reproductions and extractions made by research organisations in order to carry out text and data mining of works or other subject-matter to which they have lawful access for the purposes of scientific research.
2. Any contractual provision contrary to the exception provided for in paragraph 1 shall be unenforceable.
3. Rightholders shall be allowed to apply measures to ensure the security and integrity of the networks and databases where the works or other subject-matter are hosted. Such measures shall not go beyond what is necessary to achieve that objective.
4. Member States shall encourage rightholders and research organisations to define commonly-agreed best practices concerning the application of the measures referred to in paragraph 3.

Author addendum

DOES THE AGREEMENT ASK YOU TO SIGN OVER YOUR COPYRIGHT?

do not sign, but provide a [licence to publish](#)

yes or

sign and provide an [addendum](#) ensuring you can fulfill the EC requirements

no

check if the agreement, licence and/or [the publisher's policy](#) leaves you the rights to fulfill the EC requirements

o

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Article 14

Transparency obligation

1. Member States shall ensure that authors and performers receive on a regular basis and taking into account the specificities of each sector, timely, adequate and sufficient information on the exploitation of their works and performances from those to whom they have licensed or transferred their rights, notably as regards modes of exploitation, revenues generated and remuneration due.

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Article 15

Contract adjustment mechanism

Member States shall ensure that authors and performers are entitled to request additional, appropriate remuneration from the party with whom they entered into a contract for the exploitation of the rights when the remuneration originally agreed is disproportionately low compared to the subsequent relevant revenues and benefits derived from the exploitation of the works or performances.

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