

RIGHTS RETENTION POLICY

Introduction and Purpose

1. This document sets out the terms of the institutional Rights Retention Policy and should be read in conjunction with the University of Suffolk [INTELLECTUAL PROPERTY POLICY \(COMMERCIAL EXPLOITATION\)](#) & [INTELLECTUAL PROPERTY POLICY \(RESEARCH AND SCHOLARLY OUTPUTS AND LEARNING AND TEACHING MATERIALS\)](#)
2. This policy aligns with the University of Suffolk approach to open access and supports authors in meeting their institutional and academic commitments in this area.
3. Rights retention is a mechanism that enables authors to maintain ownership and dissemination rights over works they have created. The policy applies specifically to the Author Accepted Manuscript (AAM) version of an authored article/paper.
4. The Rights Retention Policy (RRP) of the University of Suffolk (the institution) enables authors to make their works freely available via immediate deposit into the institutional research repository (OARS) under a Creative [Commons Attribution License](#) (CC BY), irrespective of any publisher specified embargo periods.
5. The institution's RRP enables authors who have project grant funding, but no funding for dissemination (publication) to publish their work fully open access, and by turn to meet the open access criteria set by their funder.
6. The institution's RRP enables authors who have project grant funding, but no funding for dissemination (publication), in addition to those authors without any project funding whatsoever, to meet the expected open access criteria of future research assessment exercises, such as UKRI's REF.
7. The institution's RRP enables authors to freely and openly share their works without restriction, supporting the culture of open research.
8. While there is no requirement to do so, those authors of the institution who wish to opt-in will be afforded the benefits of the policy as well as the full support of those individual/s who oversee it's operation.

Opting-in

1. The institution's RRP is opt-in, meaning there is no mandatory requirement for authors to abide by the principles of the policy, unless they chose to opt-in.
2. Those authors opting-in will be required to confirm their adherence to the terms of the policy via a set statement sent from their university email account.

3. Authors opting-in grant the institution a non-exclusive licence to make their papers immediately open access on acceptance, via deposit into the institutional research repository (OARS), under a Creative Commons attribution (CC BY) licence.
4. Authors of the institution who opt-in are able to retain rights of ownership, and dissemination over their work by applying a Rights Retention Statement (RRS) to works they submit for publication, the RRS includes set wording and a CC BY licence. The RRS informs the publisher of the author's intentions regarding ownership and must be added to the acknowledgements section of the manuscript as well as the publisher cover letter or note when submitting the work. The RRS should read as follows:

'For the purposes of open access, the author has applied a Creative Commons Attribution (CC BY) licence to any Author Accepted Manuscript version arising from this submission.'

5. The CC BY license is the most open and appropriate in meeting the terms covered in section 1, as well as for protecting an individual work with regards to future compliance criteria. Further information about this licence type is available [here](#). While applying a more restrictive CC licence somewhat contradicts the purpose of unrestricted open access, in some cases the institution may be able to assist authors in applying a different licence to a work when submitting. One reason for a more restrictive licence would be where funding is provided for a project (but not for dissemination), and the funder specifies application of a more restrictive licence than CC BY.
6. In cases where an output is authored by multiple individuals the established practice would mean that the corresponding author speaks for all authors when engaging with publishers. Where an individual of the institution is the corresponding author, has opted-in to the RRP, and intends to apply an RRS upon submission, it would be their responsibility to communicate this intention to all co-authors before proceeding.
7. Following formal acceptance (for publication) of an output which includes an RRS the author is required to immediately deposit the output into OARS, or to provide details of this to the Research Repository and Open Access Compliance (RR&OAC) Manager who will do so on their behalf.
8. Authors opting-in should still sign the copyright transfer agreement (CTA) with the publisher, in order for publication to proceed. While this might seem contradictory, opting-in to the institutional RRP would be considered a 'prior licence', and would override anything an author later agrees to in the CTA. Signing the agreement should therefore be seen as a mechanism mainly to progress publication, but any language within the CTA claiming ownership of an AAM could be ignored.
9. Any author wishing to opt-out of the policy for any reason is permitted to do so at any time and should communicate their intention to the RR&OAC Manager.
10. In rare cases where authors are unaware of the institution's RRP but who independently apply an RRS to a submission, and later seek advice from the RR&OAC Manager they will be afforded the same levels of support as those who have opted-in. They would be encouraged to officially opt-in following resolution of their case, but with no mandatory requirement to do

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Role of the institution

1. The institution is committed to the principles of open research including those practices whereby dissemination is unrestricted, as well as the basic and fundamental rights of an individual to retain ownership over their own creations. All necessary actions to support authors in meeting these core aspects and privileges will be afforded to them by the institution.
2. The institution will provide information training and guidance around the process of opting in to the RRP to all staff through workshop sessions and one-to-one appointments.
3. Those authors who opt-in will be supported through all steps of the process by dedicated staff within the department of Library and Learning Services, specifically the RR&OAC Manager.
4. Details of all staff who opt-in to the terms of the RRP will be recorded and maintained by the RR&OAC Manager.
5. Authors opting-in will be supported by the institution in the process of applying an RRS to their submissions to publishers.
6. Authors opting-in will be afforded full support and mediation actions from the institution in any cases where publishers react negatively to submissions which include an RRS.
7. In rare cases where a publisher rejects a submission based on an RRS the institution will act on behalf of the author in mediation with the publisher. The initial aim of dialogue will be to maintain the intentions of the author (retention of rights over their work and the ability to freely share it without restriction) and this will be firmly communicated to the publisher. In cases where a publisher holds firm the institution will clearly communicate the options to the author.
8. In rare cases where a publisher rejects a submission due to an RRS, where the institution is unable to resolve the issue via mediation with the publisher, and where the opted-in author is determined to proceed with submission to that publication only, they would be permitted to drop the RRS in order to proceed with publication. Doing so would not be considered a breach of the terms of their opt-in agreement. Some examples of why an author might wish to stick with a specific selected journal might be where there is no other suitable alternative option, or where they are keen to maintain a certain relationship with a publisher/journal (this could be especially likely with early career researchers). For the avoidance of doubt the decision of where to publish would ultimately reside with the individual author.

What and to whom, does the Rights Retention Policy Apply?

1. The policy applies strictly to outputs where no funding for dissemination is available (via grants, institutional funds or publishing agreements).
2. The policy applies to the Author Accepted Manuscript (AAM) of an authored work. This is

usually the final version following peer review but without any publisher formatting. It is also sometimes called the Post-Print version.

3. The policy applies to journal articles/papers only, and specifically those for submission to journals which include an International Standard Serial Number (ISSN).
4. The policy applies to authors affiliated with the University of Suffolk who have opted-in to the terms of the policy, and are identified as the 'corresponding' author of a work being submitted under the terms of this policy.

Exceptions & points to note

1. Under the terms of the institution's '[INTELLECTUAL PROPERTY POLICY \(COMMERCIAL EXPLOITATION\)](#)'. It states that 'Under the Copyright, Designs and Patents Act 1988 the copyright in work produced by University of Suffolk employees in the course of their employment belongs to the employer unless there is agreement to the contrary.' Opting-in to the terms of this policy would be considered an agreement to the contrary. The [INTELLECTUAL PROPERTY POLICY \(RESEARCH AND SCHOLARLY OUTPUTS AND LEARNING AND TEACHING MATERIALS\)](#) also states that 'The IP in scholarly work created by individuals, where its intent is the furtherance of academic or professional standing shall belong to the individual.' The AAM referred to in this policy would be considered a 'Scholarly work'.
2. Where a work has previously been specifically commissioned by the institution and ownership has been assigned to the institution, or a third party under the terms of a funding contract then such works would fall outside the terms of this policy. Please see the '[INTELLECTUAL PROPERTY POLICY \(COMMERCIAL EXPLOITATION\)](#)'.