



DEAL

# DEAL Author Webinar

# Navigating Open Access

# Licenses

Dec 5, 2024

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- Team MPDL Services gGmbH



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## Outline

- Open Access, DEAL & CC BY
- Licensing choices in the DEAL publishers' workflows and consequences
- Summary: CC BY is the best choice
- Your questions

# 1

## Open Access, DEAL & CC BY

# Open Access is DEAL's key objective



*Give all scholars in Germany the means and opportunity to publish the results of their research in the journals of their choice with a Creative Commons open license that enables free use and re-use.*

**Open access**

Ensure that all German institutions have equal and permanent access to complete portfolios of scholarly journal content.

**Comprehensive reading access**

Establish a fair, reasonable and future-oriented cost model.

**Fair costs**

# Impact of DEAL on Open Access

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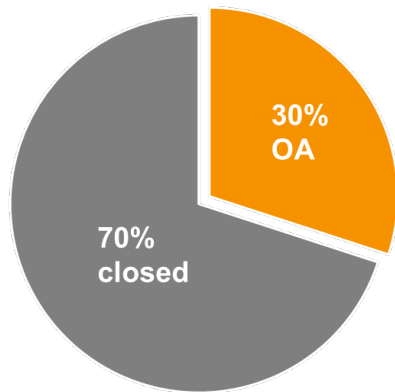
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## DEAL

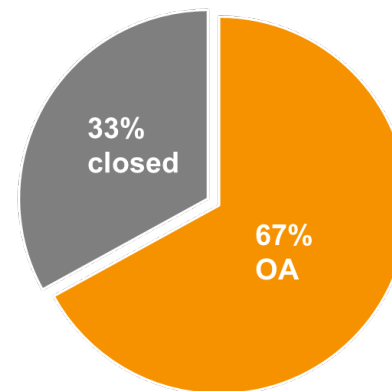
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Research outputs before DEAL (2014–2018)



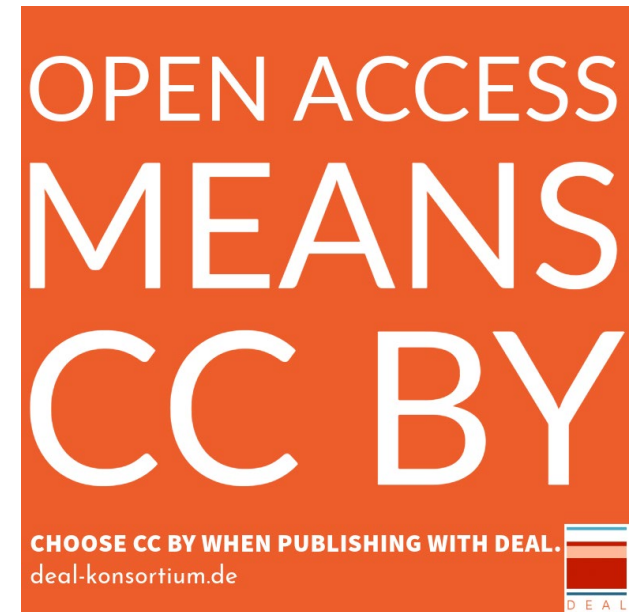
Research outputs under DEAL (2019–2023)



Corresponding author publications (journal articles) from Germany in the respective period in total, rounded. Source: [OA Monitor](#)

## Open Access and CC BY

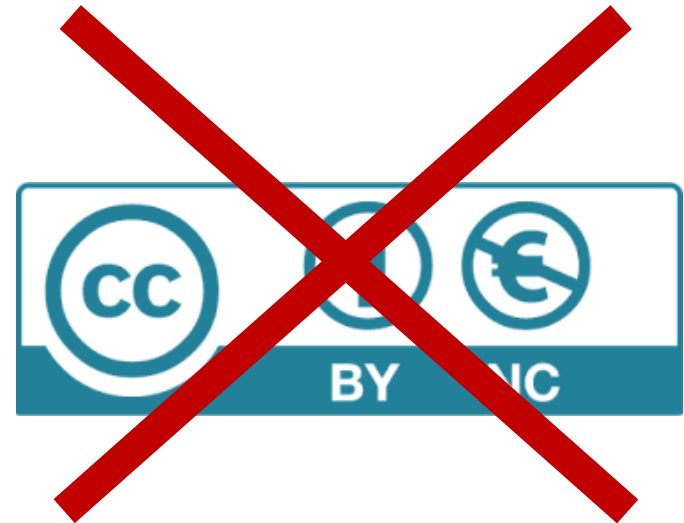
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<https://deal-konsortium.de/en/why-ccbby>

## Why not „non commercial“ (CC BY-NC/NC-ND)?

- When publishing under the DEAL agreements, choosing **NC licenses** means that **all commercial rights are transferred to the publishers** (as shown in the following).
- Moreover, NC-licenses typically lead to difficulties of interpretation and **legal uncertainty** that may prevent the desired use.



# CC BY as standard: a key demand in DEAL contract negotiations



- During the contract negotiations, **DEAL pushed for CC BY** to be the standard and for its inclusion in the contract.
- **Publishers** have an interest in authors choosing 'non-commercial' licences in order to **secure exclusive exploitation rights (eg for AI)**. They claim the need to give authors freedom of choice or argue that they cannot control the licensing terms of society journals.
- If publishers do not offer the CC BY license by default, we try to ensure that it is **prioritised and/or preset in the DEAL publishing workflow**. *Find out more about this in the next section, as well as what you, as an author, should be aware of when choosing a licence.*



By [Scott Graham](#) auf [Unsplash](#)



# 2

## License choice in the DEAL publishing workflows

and how it impacts your “license to publish” agreement

# CC Licenses in the DEAL agreements

## Elsevier

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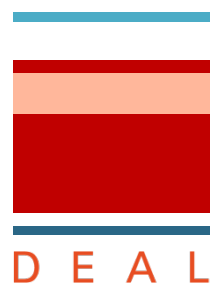
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- No license choice required
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DOI  
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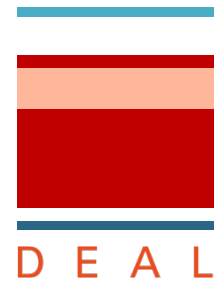
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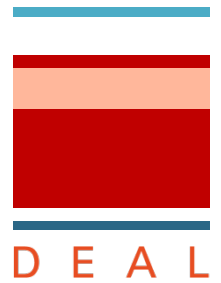
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- The choice of licences results in the grant of all rights

### Good news!

Following repeated requests from the DEAL consortium, the publisher has agreed to make changes to the DEAL workflow to make CC BY the default for DEAL authors from next year. We will be monitoring the practical implementation of this change.

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# 3

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## Summary: Advantages of CC BY

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