Frequently Asked Questions (FAQ)

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1. I am writing a (review) article for an IOP journal. Do I need to obtain permission for reproducing figures taken from prior publications?
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2. Who do I need to contact about obtaining permission to make use of some figures from articles published in IOP journals if I am not the author of those articles?
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   • credit is accurately given to the original article,
   • modifications to the presentation of previously published data are noted and distinguished from the introduction of any new data, and
   • re-use is not made for direct commercial purposes.
   Where there are co-authors, the other authors should be informed. In all other cases please contact the Managing Editor, Copyright and Permissions at permissions@iop.org for advice.
   In this context the re-use of figures, tables, graphs etc. in after dinner speeches or in conference presentations is not considered by IOP to be use for a direct commercial purpose even where the author is paid to speak.
   See also Questions 18 and 19 regarding use of the full article for teaching and at conferences.

4. I have downloaded a figure/photo from the Internet. Do I need any permission to use it?
   Permission should always be requested from the source of any figure or photograph taken from the Internet, before this is used elsewhere. You will need to supply full details of the planned re-use when sending your request, mentioning whether it will be for print and/or electronic formats. Even if permission appears not to be required it is good practice to notify the copyright owner of the re-use.

Signing the Copyright form

5. What sections of the Assignment of Copyright must I sign?
   If you hold the copyright in your work then you only need to sign as the author. However, if your terms of
employment state that the copyright in any articles written in the course of your employment belongs to your employer then you will need to obtain a second signature, on behalf of your employer, in support of your submission.

See also Questions 26–30.

6. **What if I am not the sole author?**
   Only one author should sign the form, as authorised agent on behalf of all the named authors. Before signing on behalf of all named authors the signatory must get consent from all the others.

7. **I am a UK government employee.**
   Your article will be governed by Crown Copyright and is therefore not eligible for copyright transfer. A licence should be issued by your employer to enable IOP to publish your work. Please contact permissions@iop.org with any queries.

8. **All authors of the article are US Government employees, so where do I sign?**
   One signature is required at the end of the Copyright form, confirming that all authors are employees of the US Government and the article is not eligible for copyright.

9. **Some but not all of the authors are US Government employees, so where do I sign?**
   One author signature who is not a US Government employee only is required in the first signature section, on behalf of all the authors.

10. **Can I send a scanned or faxed copy of the form?**
    Yes, forms can be returned by fax, e-mail or post. But see also the next question regarding signatures.

11. **Can I include a digital signature on the form?**
    Currently a digital signature superimposed on the document is unacceptable for UK legal reasons. Instead we require a handwritten signature on the printed form, which can then be scanned for return to IOP.

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To differentiate the different versions of an article we have used the NISO recommended definitions of journal article versions. More information can be found at [http://www.niso.org/publications/rp/RP-8-2008.pdf](http://www.niso.org/publications/rp/RP-8-2008.pdf).

**Glossary:**

**Author’s Original**: the author’s version of the article before peer review or editing.

**Accepted Manuscript**: the original version after any changes made during peer review but before any editing, typesetting etc. by the publisher.

**Version of Record**: final published version.

### Before acceptance

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After acceptance or publication

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You may not post the Version of Record on an institutional or subject repository, unless it has been published on an open access basis after payment of an article publication fee.

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Non-ownership of copyright

24. **What if I do not own copyright of the article I have written?**
   
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What is the position if my article is rejected?

25. **My article has been rejected by an IOP journal, so what happens to the copyright now?**

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General queries

26. **What is copyright?**

   As soon as an original idea is expressed in a physical medium, such as writing on paper, it qualifies for copyright protection. This right is automatically vested in the author or their employer depending on the contract of employment and the relevant jurisdiction.

   As a matter of statute law the copyright holder of a work has the right to prevent others from reproducing, distributing and communicating the work electronically to others. Copyright infringement occurs whenever someone other than the copyright holder reproduces, distributes or communicates the work electronically to others without permission from the copyright holder.

   As far as academic journals published by IOP are concerned, IOP believes that academic authors have the rights they need to use the articles for education and research purposes notwithstanding the copyright issue.

27. **Why does IOP request transfer of copyright?**

   When the copyright in a work is transferred to IOP it enables IOP to ensure that the work can be given maximum exposure via our international systems and through our publishing expertise. There are several reasons why this is so and a summary of the most important of these follows:

   1. Owning copyright comes with certain obligations which Publishers are well placed to carry out. For example, the owner of copyright needs to respond to requests for permissions from other authors and Publishers and from institutions perhaps for course packs. There is also the obligation to negotiate licences with institutions and sub-licences such as with document suppliers. Then there is the duty to register copyright in certain jurisdictions. We believe that Publishers are better placed to do these things than authors. For example, do authors really want to familiarize themselves with the procedures for registering their copyright in certain jurisdictions?

   2. Then there is the issue of multiple authors who would automatically own copyright jointly. If they retained copyright they would have to deal with all the above on a joint basis. Having a single copyright holder eases the management of copyright. One party can deal with these things much more easily than a multitude.

   3. From IOP’s point of view, as the holder of the copyright IOP’s rights are not limited in time. This is in contrast to if IOP were a licensee as licences are sometimes limited in time either by contract or as a matter of the local law of the licensors (authors). Having rights which are unlimited by time enables IOP to licence perpetual rights which many libraries want. Further, by having rights unlimited by time IOP can move safely into new formats and publication platforms which may arise years after the original document is signed by the authors. IOP has the right to make use of the articles in the future, without having to seek the authors’ permission again. This is beneficial to the whole community. The grant of rights unlimited in time provides the legal incentives necessary for Publishers to undertake the investment needed to disseminate the scientific record worldwide and to maintain the integrity of that record.

   4. In addition, it makes enforcement of rights much easier, enabling IOP to protect the work against infringers. Authors rarely defend themselves against infringers, pirates and plagiarists as they do not have the expertise, time or money to do so. IOP is much better placed to do this.

   5. Some query whether Publishers need to hold copyright and say that by doing so authors are prevented from using their articles for academic research or educational reasons. But as can be seen from the answers to questions 18–23 the fact that the copyright has been transferred to IOP does not prevent the authors from using the article in most of the ways they would want for ongoing research, education and outreach. In addition, it does not deny the authors’ other rights such as the moral right to be identified as the author or patent rights.

   6. For further discussion of this issue please see also the STM position paper *Publishers Seek Copyright Transfers (Or Transfers Or Licences Of Exclusive Rights) To Ensure Proper Administration & Enforcement of Author Rights.*
7. Finally, note that IOP does not take a copyright assignment for supplementary material (see Question 23 above.)

28. **Why does IOP believe it needs exclusive rights?**
   If IOP only had a non-exclusive licence the owner could publish the work in another publication in addition to the IOP journal. This is regarded as unethical. See Question 33 below.

29. **Does the assignment of copyright deny the author other intellectual property rights?**
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