

General introduction to all agreements and instructions

Introduction and purpose

The University has produced templates for agreements between authors at the University and publishers in the case of external publication, and templates for agreements between authors at the University and the University for the publication of articles, doctoral theses, etc. There are instructions to all the templates which clarify their contents and draw the author's attention to the various options available and their implications.

The purpose of the agreement templates and instructions is to draw the attention of authors to issues of copyright, to provide different agreement models for use in publication and to support authors in their dealings with publishers so as to enable them to protect their rights. One important purpose of these templates is to offer an agreement that allows the author to retain the rights to non-commercial publication in digital environments. The agreements are not to be considered the only option, but serve as a basis for a discussion with the publisher. It can be sent along with the article as a proposal. The Legal Division can offer support regarding any issues that may arise.

In case of co-authorship, the authors must agree on the terms amongst themselves and with the publisher. Regardless of the number of authors, there will be one agreement per publication; however, the agreement template will need to be adapted to the situation. The authors should preferably agree amongst themselves before contacting the publisher and submitting their agreement proposal.

The agreement templates only regulate the copyright. Issues of patents, brands or patterns are not included. Please note that the publication of information on a patentable invention entails a breach of the so-called 'novelty requirement'. For a patent to be granted, the invention must be new in relation to what has been known up to the day of the patent application (novelty requirement). If you intend to apply for a patent on an invention, the patent application must have been submitted before the information on the invention is published.

Remember to find out what bibliographical category your work fits into (article, monograph, conference paper, etc.), as there are different agreement templates for different publications.

What copyright entails

The person who has written a book or an article, for example, holds the copyright to that work. The copyright concerns the author's rights over his or her work and protects the author against unauthorised use of the work by others. To hold the copyright to a work means having the exclusive right to decide over its use and being entitled to prevent others from using the work. The rules governing this are laid out in the Act of Copyright in Literary and Artistic Works (SFS 1960:729). The Act includes rules on sanctions in case of violation of exclusive rights over a work.

Literary works can be works of fiction and non-fiction as well as other works using language, but they can also take other forms, such as maps or computer programs. (Special rules apply to computer programs, which are not considered here.) Compilations of information, such as catalogues, can also be literary works.

Copyright protection arises when the work meets what is known as the originality requirement. This means that it is the result of the author's own personal production. The work must in some way be

unique. It must meet criteria of independence and originality. The copyright protection does not cover ideas, factual circumstances, information or facts.

The Copyright Act gives the author two types of rights, financial on the one hand and moral on the other. Financial rights are the right to produce copies of the work in any form desired, the right to make the work available to the public, the right to disseminate the work through sales, renting, loaning, etc. These rights persist regardless of whether the work is transferred to the internet, a computer, or any other medium. The moral rights are the right to be named as the author of the work when it is used and the author's right to object if his or her artistic reputation and distinctiveness are violated through use of the work.

Copyright is always attributed to a physical person, the author, from the outset. The author can choose to wholly or partially cede the financial rights to others. In the absence of a specific agreement on the matter, the recipient of the work is not permitted to alter it or further pass on the rights to it without the author's consent. There is no requirement for written documentation of permission, but written agreements should always be preferred.

In Sweden, there is freedom of contract in the field of copyright, which means that the author and the recipient of the copyright are in principle free to agree on the conditions for the transfer or assignment of rights. In contracts for publication, for example, this means that authors themselves must defend their rights in relation to the publisher.

There are limitations to the exclusivity of rights. For example, others may copy the work for individual use without permission from the author and others may quote from published works and further disseminate acquired copies of the work.

Protection of copyright arises automatically. It does not need to be registered. The copyright lasts as a rule for the whole of the author's lifetime and for 70 years after his or her death.

Copyright is a word used widely in the context of published works. The word means "the right to produce copies", but is generally used to indicate an author's overall rights over a work. The copyright symbol © which is often displayed in books and other works has no legal value in Sweden, but serves mostly to remind others that the work is copyright protected. Internationally, however, the presence of the symbol, together with the author's name and the year of first publication of the work, is sometimes a condition for legal protection.