Introduction

As an author/editor of a work, you may be responsible for overseeing the inclusion of third party content. By ‘third party content’ we mean any work that you have not created yourself and which you have reproduced or adapted from other sources.

Common types of third party content include;

- Content/images taken from the Internet
- Advertisements
- Commercial entities references (i.e. major pharmaceutical/software companies)
- Cartoons
- Data
- Diagrams
Authors should begin clearing permissions from rights holders to use third party content as soon as possible when developing their manuscript. Clearing permissions can often take time, and can hold up the production process.

This guide is intended as a resource to guide authors on third party material, the permissions which are required for publication in a Springer Nature title, and the methods by which those permissions may be obtained.

This document does not constitute legal advice. Authors remain fully responsible for ensuring that they have obtained, documented and paid for (when applicable), all necessary rights to use third party content in their works. If authors chose to reuse third party content from a previous edition of their work, they are also responsible for ensuring they obtained permission from the third party for new editions. Nothing in this document is to be understood as shifting responsibility for rights clearance questions from authors to Springer Nature. In case of uncertainty, authors should seek advice from a lawyer.
Copyright

Overview of Copyright

What is Copyright?
Copyright is a legal right which protects the intellectual property in a creative work and affords rights owners the ability to derive financial reward from the use of their works by others. It covers the right to copy or allow reproductions of the work or parts thereof, to sell and distribute or communicate those copies to the public, and to adapt the work and create derivatives. Copyright protection covers a wide range of works and includes:

- Architecture
- Broadcasts
- Films/movies
- Literary works (e.g. books, newspaper articles and letters)
- Musical or dramatic works
- Photographs
- Computer Programs
- Databases
- Websites
- Paintings, drawings and illustrations
- Sculptures
- Sound recordings

Unauthorised reproduction or adaptation of a copyrighted work may constitute copyright infringement.

Copyright covers the particular expression of ideas, not general ideas themselves. It is the concrete work whether written, painted, filmed, photographed or otherwise performed, which is subject to copyright protection. Care is needed, however, because collections of ideas might be sufficiently original and creative to be protected (e.g. in the detailed structure of a book or article) and there can be infringement even if the same form of expression is not actually copied (e.g. by paraphrasing or translating a written work into different words/language).

Who Owns the Copyright?
When identifying the copyright holder it is important to differentiate between the owner of the intellectual property (the copyright) and the physical property (the object). If you own a DVD of a
recent film, for example, you do not own the copyright to the film. Additionally there may be multiple copyright owners; for example the studio may have copyright in the images, whilst another person may have copyright in the music.

The author or creator of the work is usually the first owner of any copyright in the work. If there are multiple creators of a single work, there can be multiple joint copyright holders.

Under some jurisdictions, in some cases, where the work is made by an employee in the course of employment, the employer may be the first owner of any copyright in the work.

Government works and works produced by government employees or contractors in the course of their employment may be subject to government or Crown copyright or may be in the public domain depending on the territory.

Copyright is a form of intellectual property; it can be bought or sold, transferred or inherited, as a whole or in part. As such, the copyright owner may be someone other than the original creator of the work.

**Copyright Duration**

The duration of copyright varies by country and by the type of work. In many cases the term of copyright is determined by a period linked to the year of death of the creator (or in case of a joint work the longest living creator) but in some cases other factors are relevant, often the date of first publication (or performance or communication) or creation of a work, as well as the national origin of a work or author. Once the term of copyright for a work expires, that material is then in the public domain and permission is not required to reproduce it. Over time international treaties have made copyright laws across countries less varied and more standardised but that process can sometimes mean different rules apply to older works created or published before the laws changed. If you believe third party material is out of copyright/in the public domain you will need to check the copyright law for the country of publication of the third party material, or the country of creation if unpublished, but potentially other factors such as the nationality of the author.

In the EU the terms have been harmonised to the effect that in general a work is protected for **70 years** from the end of the year in which the creator died. The US has generally followed this approach as well.

There are numerous exceptions to this general rule. For example, there are different methods of calculating copyright duration for unpublished, anonymous and pseudonymous works, and works of corporate authorship (works for hire). Care is needed when relying on the expiry of copyright, in
particular: (a) there may be co-authors or joint-authors to whom the above rules will apply differently; (b) there may be several copyright works within the material you are using with different copyright terms; (c) a translation in one language could be protected by copyright even if the underlying work in another language is out of copyright; and (d) (in some cases) a modern lay-out or creative re-presentation of an out-of-copyright work can be protected.

**Companies & Consortia**

In the European Union, for most types of work, where an employing company holds the copyright to material created by an employee as part of their employment, the duration of copyright is usually linked to the year of death of the employee who created the work. As set out above, copyright duration typically extends to 70 years from the end of the year in which the last surviving author died (but not always), depending on the governing law that applies to the work. Whether it has fallen into the public domain may therefore be challenging to work out. In the US, copyright in “works for hire” (works created by an employee of a company), published after 1978, subsists until 120 years after creation, or 95 years after publication, whichever comes first.

**Moral Rights**

When a copyrightable work is created, under UK and German law and many other European legal systems, the author/creator is afforded extra protection over the non-financial value of their works, which include the reputation of their creator. These are collectively known as moral rights. In other territories the term may not be in common use but moral rights may be covered to some degree by other laws.

Care should be taken to take account of moral rights alongside copyright when considering using third party content.

Authors/creators of literary, dramatic, musical, artistic, and film works typically (depending on the applicable law) have some or all of the following moral rights:

- The right to be identified as the author of the work (including through their pseudonym if one is used).
- The right to determine whether and how the work is to be published. This includes e.g. the right to prevent the public exhibition of texts, photographs and films created for private purposes.
- The right to object to derogatory treatment of the work (e.g. distortion or mutilation of the work in a way which damages the reputation of the creator)
- The right not to be identified as the creator of a work they did not create
In some jurisdictions moral rights cannot be waived, or transferred or assigned to other parties. This means that in some cases, the economic rights to the work and the moral rights to the work may belong to different people. Someone other than the author may be identified as the copyright holder of the work, but the author may often still need to be properly acknowledged. For example: a relative may inherit copyright to a work, but the original author would be credited as such.

**Copyright Exceptions**

Copyright exceptions, including those referred to as fair use (in the US) or fair dealing (in the UK), allow for the reproduction of copyrighted content without the need to seek permission from the rightsholder.

Recognised exceptions vary and the criteria for meeting them vary by country. In some countries the use may be regarded as fair and permissible, whilst in others it may be regarded as infringing.

*Since in many cases it is a matter of legal interpretation whether an intended use would fulfil the relevant exception criteria, permission should always be sought if possible, to minimise the risk of improper use. Fair use or fair dealing defences are ultimately based on subjective assessments and so should not be presumed to be as reliable a basis to use third party content as an express license.*

**Criticism and Review**

For academic publishing the exception for criticism and review is most often invoked. For use to qualify under an exception the following conditions must typically be met;

Here are the minimum standards that you need to meet taking all jurisdictions into account:

- The item has been previously published
- The item has been properly acknowledged (credited)
- The item is used within the context of criticism and review
- The item is not used illustratively but is itself part of the analysis
- The amount of the item used is the minimum necessary to demonstrate the point being made and does not take the ‘heart of’ or ‘essence’ of the original creator’s work.
- The use does not infringe upon the original creator’s moral rights
- Overall the use is ‘fair’ and does not unreasonably prejudice the rights owner of the work

The content used should be directly discussed/analysed in the text. If it could be removed without affecting the understanding of the work it may not be appropriate. Be aware of the difference between using content inside the book and on the cover. For example, if a quote or image is being used on the cover it may not be covered under fair use or fair dealing as it may be considered a
commercial use requiring permission rather than an editorial use which might have the benefit of fair use or fair dealing. Use which competes with or substitutes for the original item is unlikely to be defendable.

Obtaining Permissions

Overview of Permissions

It is important to seek permission for copyrighted content to avoid infringement. Authors may need to approach the creator of the third party content—the author, artist, other originator or, if published, the publisher for the necessary permissions. Out of copyright works (see Public Domain discussion above) and works used under an exception do not require permission. If a third party rights holder is hard to find, you cannot presume that you may proceed with using the material and you should consult with your publisher on how to proceed.

If there is any doubt about whether material requires permission to be used, then it is best to seek permission regardless.

The process for clearing permissions should begin as early as possible as it can often be time consuming. Depending on the type of content, the copyright holder may take some time to review the request. Permissions may also need to be negotiated if they do not meet our requirements (see required rights below), requiring further correspondence.

Please note that derivative works (such as translations, or new performances of old works, or collages compiled from public domain works) will hold their own copyright and additional permission may be required.

When contacting a third party rights holder, it is important that you clearly identify the material you wish to use and how and where you intend to use it.

Most importantly, it is critical that the rights you obtain are sufficient to cover the rights you grant to Springer Nature under your publishing agreement— for example, if you are granting Springer Nature world rights it is not sufficient to obtain rights limited to a specific territory.
It is your obligation to review your publishing agreement with Springer Nature to determine the exact rights you need to obtain from third party rights holders.

**Model and Property Releases**

Images may contain identifiable people, trademarks or copyrighted content. To use images containing these kinds of content a model or property release may be required.

When sourcing images, first check whether the copyright holder has already obtained the necessary releases and will supply copies to you. If not, you may have to go to third parties to acquire the necessary permissions. If using an image library, it will often state by the picture whether releases have been acquired. If so, you can ask for a copy to check what it covers.

<table>
<thead>
<tr>
<th>Model Release</th>
<th>Property Release</th>
</tr>
</thead>
<tbody>
<tr>
<td>A model release is sometimes required for images containing an identifiable person. People are identifiable in many ways, such as by shape, or by the clothes or uniform that they wear. Model releases ensure that publishing a picture of a recognisable person does not breach their right to privacy or their publicity rights. Did the person know they are being photographed and would they have a reasonable expectation of privacy? Publishing an image of someone in a public place is less of an invasion of privacy than an image in their home for example. People have a right to control how their likeness or other individual identifiers (e.g. voice) are used for commercial purposes. Identifiable people on a cover for instance will likely require a release as this is prominent use of their likeness and image and could be construed as being used to sell and promote the product.</td>
<td>For some images there may be multiple copyrights which require permission. There may be a copyright in the image itself (e.g. the photograph) and also copyright in whatever is being photographed (e.g. a painting). A property release relates to any intellectual property which may exist within an image. The property release is a permission which permits the inclusion of the material in the image. Property releases may be required where there is protected content, unless the material is out of copyright, is incidental to the image, or is used under a copyright exception (see above). Like normal permissions, they have to meet our rights requirements.</td>
</tr>
</tbody>
</table>
Context issues may require a model release – for example showing an identifiable person in a context that could be considered derogatory or shameful for the person, or that shows them in a negative light.

You should also be cautious when using images of children. For these, releases will probably need to be signed by the parent/guardian.

**Required Rights/Citation Requirements**

The copyright holder must be acknowledged when reproducing third party materials.

If the copyright holder has granted permission and specified how to cite the source, you must use the form of words they have specified or confirm any alternate version in writing.

**Guide to Specific Content**

**Creative Commons (CC) Content**

Some content may be available online under a Creative Commons (CC) licence. This content is free to use in accordance with the terms and conditions of its licence. There are several variants, with the conditions for reuse described by suffixes (i.e. -BY/-NC) which may be applied individually or strung together:

- **CC - Creative Commons**
- **BY - Attribution:** you must give credit to the original creator
- **NC - Non-Commercial:** the content cannot be used for commercial purposes
- **ND - No Derivatives:** the content may only be reproduced unchanged
- **SA - Share Alike:** new works featuring, adapting or building upon the content must be licensed under the same terms as the original
- **O - No rights reserved:** the work is in the public domain

Springer Nature Open Access content is mostly published under the CC-BY licence type. It is recommended that the same creative commons licence type is obtained for any third party content to be published in our open access publications.

**Content from Wikipedia/Wikimedia**

For content from Wiki sources it is often difficult to verify the original source, or determine whether ascribed CC and other licenses are legitimate. When seeking to use content under a CC license, the original source of the content should be identified to ensure it is the original copyright holder/creator who has applied the license.

**STM Content**

STM is an association for academic and professional publishers which aids publishers in sharing the results of the research they publish.

Springer Nature is an STM signatory and as such you may be able to reproduce a limited amount of content free of charge from other STM association publishers through Rightslink. Please see the [STM Association website](https://www.stmachter.org/) for a list of STM signatories.

**Content from Springer Nature Imprints**

To reproduce previously published content from an imprint of Springer Nature (e.g. Palgrave, Springer, Nature) you need to formally request permission through [Rightslink](https://www.springernature.com/us/rightslink), and credit accordingly. Some of our brands’ content is not available on Rightslink but another permissions route will be indicated on their website.

If you require modification/adaptation rights please contact the relevant permissions department to clear the rights. The contacts are as follows:

- **Books/German-language journals (Springer/Palgrave):** bookpermissions@springernature.com
- **English-language journals (Springer/Palgrave/Nature):** journalpermissions@springernature.com
- **Scientific American:** randp@sciam.com

For further information on the permissions process for these imprints please refer to their respective websites;

Using Your Own Previously Published Content

Some publishers allow authors to retain certain rights in their work which may include allowing the author to re-publish their work elsewhere. If you wish to use your own previously published content, first check the terms of your agreement with the original publisher of your work to see if you require permission to reproduce the content, or whether your intended reproduction is covered by the rights you retained. Any retained rights may come with a number of restrictions or conditions and therefore should be checked carefully.

In the event that your retained rights do not cover your intended use, then please seek permission from the original publisher. Citation of the original publication is required.

Useful Links

- **The UK Intellectual Property Office (IPO)**: the UK government body responsible for copyright and other intellectual property: [https://www.gov.uk/government/organisations/intellectual-property-office](https://www.gov.uk/government/organisations/intellectual-property-office)
- **Rightslink**: Used for Permissions Clearance of Publisher Content: [http://www.copyright.com/rightsholders/rightslink-permissions/](http://www.copyright.com/rightsholders/rightslink-permissions/)
- **The Design and Artists Copyright Society (DACS)**: Manages rights for thousands of visual artists worldwide: [https://www.dacs.org.uk/](https://www.dacs.org.uk/)
- **The Intellectual property Wiki**: Gives information on various artworks, buildings and people and the restrictions that apply to their reproduction: [http://wiki.gettyimages.com/](http://wiki.gettyimages.com/)
- **WATCH** (Writers, Artists, and Their Copyright Owners): Gives contact details of copyright holders for major authors; [http://tyler.hrc.utexas.edu/](http://tyler.hrc.utexas.edu/).


- **STM Association**: STM members agree to allow limited free re-use of their content between other STM signatories: [http://www.stm-assoc.org/about-stm/about-the-association/](http://www.stm-assoc.org/about-stm/about-the-association/)