

The American Heart Association/American Stroke Association (AHA/ASA) journals are continuing to serve authors of Original Research manuscripts by offering additional means of publication. Currently, all authors sign a Copyright Transfer Agreement (CTA) that assigns copyright to the AHA (see FAQ 2).

With the advent of Open Access publishing, authors can now select whether their accepted, Original Research articles will be copyrighted as per the current model, or whether a Licensing Agreement is a better fit. Some funding agencies (eg, Research Councils UK [RCUK]) now request or require that their funded authors use a Licensing Agreement.

We've assembled frequently asked questions (FAQs) surrounding copyright transfer and licensing as it pertains to Original Research articles published in the 11 AHA/ASA journals. What does it mean to use the CTA? Or, what does it mean to use an AHA Licensing Agreement (1 of 2 Creative Commons licenses) for the purpose of having a published article be "Open Access"?

FAQ 1—My coauthors and I are submitting an Original Research manuscript to an AHA/ASA journal

(<http://www.ahajournals.org>). How do we know whether we should select the AHA Copyright Transfer Agreement or one of the AHA Licensing Agreements?

A—Manuscript authors of Original Research articles should determine which means of copyright is best as it relates to the manuscript and the authors. It may be the Copyright Transfer Agreement. Or, it may be 1 of the 2 Licensing Agreements. It's the authors' decision.

At submission, the corresponding author of the Original Research manuscript will be asked to select either the Copyright Transfer Agreement or a Licensing Agreement (1 of 2 Creative Commons licenses; FAQ 7 and FAQ 8). A third Creative Commons license is available only for RCUK- and Wellcome Trust-funded authors (see FAQ 9). Whichever copyright path is selected, all authors of the same manuscript will be asked to complete the same CTA or Licensing Agreement if a revision of the manuscript is requested.

FAQ 2—What is a Copyright Transfer Agreement (CTA)?

A—Authors who select the CTA assign, convey, and otherwise transfer all rights, title, interest, and copyright ownership in the article to the AHA when the journal editorial office accepts it for publication. The

article includes the material submitted for publication plus any other related material submitted with it.

The rights assigned to the AHA include (but are not limited to) (1) the rights to edit, publish, reproduce, distribute copies, prepare derivative works, include in indexes or search databases in print, electronic, or other media (whether or not they are used when the CTA is executed), and (2) claim copyright in the article throughout the world for as long as it is copyrighted, including renewals or extensions. All accepted articles become the AHA's property and may not be published elsewhere without the AHA's prior written permission.

Authors may use parts of the article (eg, tables, figures) in subsequent publications without asking the AHA's permission.

More information is available at:

<http://www.ahajournals.org/site/rights/>.

FAQ 3—What is a Licensing Agreement?

A—A Licensing Agreement allows authors to retain copyright of their published works. For the 11 AHA/ASA journals, in most cases, the license means "Open Access" where readers have free, immediate, online access to digital scientific and scholarly material published in peer-reviewed journals. In the case of the AHA/ASA journals, Original Research articles can be covered by a Licensing Agreement. The published content is freely available to read, download, and share. Articles that are published in the AHA/ASA journals will be under the terms of 1 of 2 Creative Commons license (see FAQ 7 and FAQ 8). A third Creative Commons license is available only for RCUK- and Wellcome Trust-funded authors (see FAQ 9).

Definition of Open Access Publication From Bethesda Statement on Open Access Publishing. An Open Access publication is one that meets the following 2 conditions:

1. The author(s) and copyright holder(s) grant(s) to all users a free, irrevocable, worldwide, perpetual right of access to, and a license to copy, use, distribute, transmit and display the work publicly and to make and distribute derivative works, in any digital medium for any responsible purpose, subject to proper attribution of authorship, as well as the right to make small numbers of printed copies for their personal use.
2. A complete version of the work and all supplemental materials, including a copy of the permission as stated above, in a suitable standard electronic format is deposited immediately upon initial

publication in at least one online repository that is supported by an academic institution, scholarly society, government agency, or other well-established organization that seeks to enable open access, unrestricted distribution, interoperability, and long-term archiving (for the biomedical sciences, PubMed Central is such a repository).

FAQ 4—Doesn't AHA/ASA already have an Open Access journal?

A—Yes. *JAHA* – *Journal of the American Heart Association* (<http://jaha.ahajournals.org>) launched in 2012 as an Open Access journal. This means that all articles published in *JAHA* are covered by 1 of the 3 Open Access Agreements, not the Copyright Transfer Agreement. This is one of the differences between *JAHA* and the other 11 AHA/ASA journals.

FAQ 5—How, then, are other 11 AHA/ASA journals different from *JAHA* as it relates to “Open Access”?

A—The 11 AHA/ASA journals fall under what we call the “hybrid model.” The hybrid model exists when a journal has a combination of Open Access (licensed) articles and subscription articles (access limited to members, subscribers, or pay-per-view). Authors of Original Research articles can choose to pay a fee for the article to be immediately accessible online. This fee is the APC. These authors also sign one of the Licensing Agreements, which grants them copyright ownership (see also FAQ 6).

FAQ 6—What are the different types of Licensing Agreements that the AHA/ASA journals offer for Original Research articles?

A—The AHA/ASA journals use Creative Commons licenses. Depending on how the manuscript authors would like to have their content accessible or what their funding body might require, 1 of 2 Creative Commons licenses (FAQ 7 and FAQ 8) is available for articles that are accepted for publication in an AHA/ASA journal:

- Creative Commons Attribution Non-Commercial-NoDerivs License (CC-BY-NC-ND)
- Creative Commons Attribution Non-Commercial License (CC-BY)

A third Creative Commons license is available only for RCUK- and Wellcome Trust-funded authors (see FAQ 9).

- Creative Commons Attribution Non-Commercial License (CC-BY-NC)

FAQ 7—What is the Creative Commons Attribution Non-Commercial-NoDerivs License (CC-BY-NC-ND)?

A—The Creative Commons Attribution Non-Commercial-NoDerivs License (CC-BY-NC-ND) only allows others to download your works and share them with others as long as they credit you, but they cannot change them in any way or use them commercially.

See also <http://creativecommons.org/licenses/by-nc-nd/3.0/>.

FAQ 8—What is the Creative Commons Attribution License (CC-BY)?

A—The Creative Commons Attribution License (CC-BY) lets others distribute, remix, tweak, and build on your work, even commercially, as long as they credit you for the original creation. This is the most accommodating of licenses offered. Recommended for maximum dissemination and use of licensed materials.

See also

<http://creativecommons.org/licenses/by/3.0/>.

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FAQ 9—What is the Creative Commons Attribution Non-Commercial License (CC-BY-NC)?

A—This license is only available to authors funded by the RCUK or Wellcome Trust. The Creative Commons Attribution Non-Commercial License (CC-BY-NC) lets others remix, tweak, and build on your work noncommercially and, although their new works must also acknowledge you and be noncommercial, they do not have to license their derivative works on the same terms.

See also <http://creativecommons.org/licenses/by-nc/3.0/>.

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RCUK- or Wellcome Trust-funded authors who select this license will have their articles under the same access control as those articles covered under the standard AHA Copyright Agreement. This limited access has been approved by the RCUK

(<http://www.rcuk.ac.uk/research/openaccess/policy>).

A quick reference guide comparing the Licensing Agreements—what it means for authors and what it means for readers—is available at:

<http://www.ahajournals.org/site/openaccess/comparisons.pdf>.

FAQ 10—When will my coauthors and I submit the completed agreement (CTA or Licensing Agreement) that the corresponding author selected at submission?

A—If a revision of the manuscript is requested by the journal editorial office, all authors of the manuscript will receive an e-mail message to complete the selected agreement. All authors will complete the same agreement in the online submission and peer review system (eJournal Press).

FAQ 11—What types of articles are eligible for a Licensing Agreement?

A—Authors of Original Research articles can select a Licensing Agreement instead of the CTA. Authors of all other article types complete the CTA.

FAQ 12—What page charges, color charges, and/or APCs are associated with articles published in the AHA/ASA journals?

A—We've created a helpful chart of the page charges, color charges, or APCs for authors. Please follow this link: http://www.ahajournals.org/site/openaccess/article_charges.pdf.

FAQ 13—Do other charges still apply such as color and page charges?

A—It depends on the type of agreement that the authors have selected for their manuscript. Refer to the article charges chart for assistance:

http://www.ahajournals.org/site/openaccess/article_charges.pdf.

FAQ 14—How do authors pay APCs?

A—Payment of the APC should be completed by visiting <http://wolterskluwer.gconnect.com>. You will be notified, via a decision letter from the editorial office, when it is time to begin this process. When entering the site for the first time, authors will be prompted to create a user ID and password. If you have any questions about using this payment Web site, please contact customerservice@lww.com.

FAQ 15—Can institutions or other third parties pay on an author's behalf?

A—Yes, please visit <http://wolterskluwer.gconnect.com>. If you have any questions about using this payment Web site, please contact customerservice@lww.com.

FAQ 16—Are the peer review and production processes the same if I choose one of the Licensing Agreements?

A—Yes, the peer review and production processes are the same for all articles published in AHA/ASA journals.

FAQ 17—How does the AHA/ASA journal ensure that the peer review process isn't biased?

A—All articles undergo the journal's standard peer review process. Although authors indicate the type of agreement at submission (CTA or Licensing Agreement), the editors and peer reviewers do not have access to this information.

FAQ 18—Once my article is published in an AHA/ASA journal, how will my coauthors and I, even readers, know whether it is Open Access?

A—Articles covered by either the CC-BY-NC-ND or CC-BY Licensing Agreements will have an icon next to them. The icon looks like this:

OPEN

For articles covered by the CC-BY-NC license, the icon will appear as soon as the access control has expired.

FAQ 19—What if my coauthors and I change our minds about the type of agreement that we signed?

A—If your accepted article has already been published in an AHA/ASA journal, the type agreement signed by all authors cannot be changed.

If your accepted article has not been published in an AHA/ASA journal and the authors want to change the type of agreement for the article, the corresponding author should contact the respective AHA/ASA journal editorial office immediately. Depending on the status of the article in the peer review process, the editorial office may be able to change the type of agreement. Note: All authors would sign the new agreement. Additional page charges, color charges, or APCs also may be applicable. Publication could also be delayed. An accepted article cannot be published until all agreements are completed in the online submission and peer review system.

FAQ 20—Can Open Access articles be posted to a personal Web site or institutional repositories?

A—Yes, the Creative Commons license allows this.

FAQ 21—Will Open Access articles be deposited into PubMed Central?

A—Yes, the final published version of Open Access articles will be deposited into PubMed Central by the publisher, Wolters Kluwer.

FAQ 22—What is the difference between Open Access and National Institutes of Health (NIH) Public Access Policy or funders' public access policies?

A—Several research funding agencies now require or request authors to submit the post-print (the article after peer review and acceptance but not the final published article) to a repository that is accessible online by all without charge. As a service to our authors, the publisher (Wolters Kluwer) identifies to the National Library of Medicine (NLM) articles that require deposit and transmits the post-print of an article based on research funded in whole or in part by the NIH, Howard Hughes Medical Institute, or other funding agencies to PubMed Central. The Copyright Transfer Agreement or Licensing Agreement provides this mechanism. The publisher ensures that authors can fully comply with the public access requirements of major funding bodies worldwide.

FAQ 23—Do the AHA/ASA and the publisher support the RCUK mandate and Wellcome Trust?

A—Yes, the AHA/ASA and the publisher are compliant with the RCUK and Wellcome Trust mandate.

FAQ 24—Will Open Access articles be indexed in the same manner as the non-Open Access articles in an AHA/ASA journal?

A—Yes. If authors choose to publish their accepted articles as Open Access, the article is still a part of the regular journal issue and will be included in the same abstracting and indexing services the journal is covered in regularly.

FAQ 25—Can Open Access articles be published on acceptance or published ahead of an issue?

A—Yes, Open Access articles can be published in either mode. The journal editorial office can provide information about this process.

FAQ 26—If I have other questions, who should I contact?

A—Please contact the journal editorial office to whom the manuscript was submitted. The contact information is included in the "Instructions for Authors" area of each journal's Web site:

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<http://atvb.ahajournals.org/site/misc/ifora.xhtml>

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