Creative Commons Licenses

If you intend to make your publication or your research dataset freely accessible, you should consider beforehand which end user license the work should be published under.

In the following, you will find some information on Creative Commons licenses that is intended to help you in choosing a license.

What are Creative Commons licenses?

Articles and other publications accessible on the internet are generally works protected by copyright. If in doubt, the permission of the author or copyright holder (e.g. the publisher) must be obtained for each type of re-use of a protected work (e.g. copying, redistributing, integrating in another work, translating etc.).

Authors who want to allow and make it easier for users to re-use their works can publish the works under a CC license. This lets them set out what types of re-use are permitted for readers of their works. Based on the building block principle, the desired licence can be compiled from the modules available.

This helps to exclude any legal uncertainties on the part of the authors and the readers from the very beginning.

Which modules can a CC license include?

The use of the module "Attribution" (BY) is obligatory for all CC licences.

The licence can then be supplemented with the following modules as required:

- ShareAlike (SA)
- NoDerivs (ND)
- NonCommercial (NC)

Example: CC licence with the modules "Attribution" and "NonCommercial".

Who can grant a CC license?

CC licenses can only be granted by the **author** or **copyright holder** of a work.

How can I as the author grant a CC license?

Works can only be published under a CC license if the author still has the right of use to his or her publication.

If e.g. the exclusive right of use to a work was transferred to a publisher, it is generally no longer possible to publish again under a CC license.

In addition, all co-authors as well as any holders of image rights must agree to the licensing.

How can a work be published under a CC license?

A work is published under a CC license by referring to the license in the work itself. Consider that the reference should be made in a place that is easy to find. For example, it would be possible to add the reference to the license to the legal notice or the title page. If a work only has some open content components or components with a deviating CC license (e.g. images), the reference to the license should be added to the respective component, e.g. the caption.

The reference to the license should contain the **name** and **stable URL of the license** as well as, optionally, the **license logo**.

Example of a license statement:

This work is licensed under a Creative Commons Attribution 4.0 International license.

In the publication process of the Research Collection, select the desired license from a drop-down menu so that it is also visible on the landing page and in the metadata.

Which CC license should I choose for my open access publication?

The following table provides an overview of the four "basic" CC licenses and the respective re-use options.

The main factor in deciding in favour of a specific license should be your individual intention. Consider that each additional license limitation always also leads to increased legal uncertainty. This means that more restrictive licenses are generally linked to disadvantages for licensors and users alike. We therefore recommend carefully weighing up the advantages and disadvantages when choosing a license, taking into account the subjective aim and not simply following your gut feeling.

Name, symbol and URL	Terms	Pros	Cons
Creative Commons Attribution 4.0 International (CC-BY)  http://creativecommons.org/licenses/by/4.0/	The name of the author must be stated.	Allows unrestricted copying, redistribution, publication, adaptation and use of a work. This is the standard license for many well-known Open Access publishers. Meets the recommendation of the Open Access Scholarly Publishers Association (OASPA) and is the only CC license to allow open access to scientific literature in accordance with the definition of the Berlin Declaration	The author completely gives up control of re-use of his work.
Creative Commons Attribution-ShareAlike 4.0 International (CC-BY-SA)  http://creativecommons.org/licenses/by-sa/4.0/	The name of the author must be stated. The work must be distributed under the same license after any changes.	This license has the character of a “viral license” which means that new works resulting from changes must be distributed under the same license.	This license may lead to undesired limitations in re-use due to “license incompatibilities”: For example, the material used within a CC-BY-SA article can only be combined and republished with other CC-BY-SA content.
Creative Commons Attribution-NonCommercial 4.0 International (CC-BY-NC)  http://creativecommons.org/licenses/by-nc/4.0/	The name of the author must be stated. No commercial use is permitted.	This license is suitable if there is a realistic prospect of commercial users paying for reuse of the material.	This license may also prevent reuse in non-commercial services if they require a more liberal license (e.g. Wikipedia). This license may also prevent use in education and research (e.g. use in fee-paying courses of study or public-private partnerships). For example, it prevents text and data mining if commercial software is used for this purpose.
Creative Commons Attribution-NoDerivatives 4.0 International (CC-BY-ND)  https://creativecommons.org/licenses/by-nd/4.0/	The name of the author must be stated. The work cannot be shared in adapted form.	This license bars e.g. the creation of unauthorized translations.	This license is considered very restrictive, esp. in the context of scientific research that is alway based on previous works. The legal consequences of applying the "ND" module to open access publications are somewhat uncertain, especiall in edge cases. Might lead to non-intended constraints in reuse.

For the other two available licenses (**CC-BY-NC-SA** and **CC-BY-NC-ND**), the same conditions and considerations for the inividual modules as described above apply.

Which CC license should I choose for my research data?

When publishing research data, you first need to determine whether your data is protected by copyright at all. Swiss copyright protects works which were created by a human being ("intellectual creation"), are perceptible to the senses and have a certain amount of individuality (i.e. stand out from existing works) (Art. 2 para. 1 CopA).

This means that

- **raw or primary data**, e.g. unprocessed data, are usually not protected by copyright
- **processed or enriched data** that meat the criteria of "intellectual creation", e.g. charts, data containing intellectually created text or images with a certain amount of individuality are usually protected by copyright

Data that is not protected by copyright

Such data cannot be published under a Creative Commons License. However, you can apply a **Public Domain Mark** to this data when publishing it. This helps the end users undertand that the data is available in the "public domain" and can therefore be reused without any conditions.

Data that is or might be protected by copyright

Such data can either be published under a **Creative Commons license** (the conditions explained above apply).

Alternatively, you can release your data under a **Public Domain Dedication (CC0)**. By releasing your data under CC0 you waive all your rights to the work under copyright law, meaning the everybody can reuse your data, even without mentioning your name which would be a condition unde a CC license.

	Public Domain Mark	**Public Domain Dedication (CC0)**
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Conditions for end user	The end user can copy, modify, distribute and perform the work, even for commercial purposes, all without asking permission.	The end user can copy, modify, distribute and perform the work, even for commercial purposes, all without asking permission.
When to apply?	Only use when either all copyright restrictions have expired or your data is not at all protected by copyright	Use when all or parts of your data are protected by copyright or you are not sure about it

Can I revoke the licensing of my work under Creative Commons?

It is not possible to revoke a CC license. Likewise, “more liberal” CC licenses cannot be converted into “more restrictive” CC licenses subsequently.

Further reading

- Amini, S., G. Blechl and J. Losehand (2015). FAQs zu Creative-Commons-Lizenzen unter besonderer Berücksichtigung der Wissenschaft
- Brettschneider, P., A. Axtmann, E. Böker, und D. von Suchodoletz (2021): Offene Lizenzen für Forschungsdaten. Rechtliche Bewertung und Praxistauglichkeit verbreiteter Lizenzmodelle. In: o-bib Bd. 8, Nr. 3. https://doi.org/10.5282/o-bib/5749
- Creative Commons (2021) Frequently Asked Questions (note that these are the US FAQ which do not completely cover the Swiss/European legal context. A version for the German/European context is available at the CC Germany website).
- Creative Commons UK (2017): Fact Sheet on Creative Commons & Open Science
- Digital Curation Center (DCC): How to License Research Data
- Kreutzer, T. (2015). Open Content – Ein Praxisleitfaden zur Nutzung von Creative Commons Lizenzen