

Research on Optimization Strategies for Copyright Agreements of OA Journals Adopting CC BY: A Case Study of Chinese Scientific and Technical Journals Indexed in DOAJ

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Abstract

[Objective] To analyze the current status and existing problems of copyright agreements among Chinese scientific and technical journals indexed in DOAJ that adopt the CC BY license, and to explore optimization strategies for copyright agreements that align with the open connotation of the CC BY license, so as to provide reference for the development of OA in scientific and technical journals and the healthy and rapid dissemination of academic achievements. [Methods] Chinese scientific and technical journals indexed in DOAJ were taken as the research objects, with a focus on journals adopting the CC BY license. Their copyright retention status disclosed in DOAJ and the copyright agreements on journal websites were reviewed and compared with journals adopting the CC BY-NC-ND license. Data analysis was conducted using Kimi moonshot and verified with SPSS 22.0 and R Studio. [Results] DOAJ indexed a total of 512 Chinese journals, including 459 scientific and technical journals (402 gold OA journals and 110 diamond OA journals). There were 227 journals adopting the CC BY license, among which 75 were marked in DOAJ as journals where authors do not retain all copyrights; however, verification found that the information actually disclosed on the websites of 50 journals was inconsistent with the DOAJ labeling. Eleven Chinese-language CC BY journals used copyright transfer agreements, with problems such as repeated and overlapping provisions on property rights, one journal transferring copyright in a general manner, incomplete provisions on liability for breach of contract, only three journals stipulating that both parties should affix seals, and two journals not stipulating remuneration. [Conclusion] As the Creative Commons license with the highest degree of openness, CC BY enables authors to grant the use of property rights to the greatest extent, and journals obtain no substantial benefit from acquiring property rights through transfer agreements. It is recommended that CC BY journals sign publishing license agreements with authors rather than transfer agreements. Authors should sign publishing license agreements with journals and clearly specify publication under CC BY, thereby promoting barrier-free sharing of academic achievements.

Full Text

Research on Optimization Strategies for Copyright Agreements of OA Journals Adopting CC BY: A Case Study of Chinese Scientific and Technical Journals Indexed in DOAJ

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Abstract: [Objective] To analyze the current status and existing problems of journal copyright agreements among Chinese scientific and technical journals indexed in DOAJ that adopt the CC BY license, and to explore optimization strategies for copyright agreements that conform to the open connotation of the CC BY license, so as to provide a reference for the OA development of scientific and technical journals and for the healthy and rapid dissemination of academic achievements. [Methods] Chinese scientific and technical journals indexed in DOAJ were taken as the research objects, with a focus on journals adopting the CC BY license. Their copyright-retention status published in DOAJ and the copyright agreements on journal websites were sorted out and compared with journals using the CC BY-NC-ND license. Data analysis was conducted using Kimi moonshot and verified with SPSS 22.0 and R Studio. [Results] DOAJ indexed a total of 512 Chinese journals, including 459 scientific and technical journals (402 gold OA and 110 diamond OA). There were 227 journals adopting the CC BY license, among which 75 were marked in DOAJ as journals whose authors do not retain all copyrights; however, verification found that the actual disclosure on the websites of 50 journals was inconsistent with the DOAJ labeling. Eleven Chinese-language CC BY journals used copyright transfer agreements, with problems such as repeated and overlapping stipulations on property rights, one journal transferring copyright in general terms, incomplete stipulations on liability for breach of contract, only three journals stipulating signatures by both parties, and two not stipulating remuneration. [Conclusion] As the knowledge-sharing license with the highest degree of openness, CC BY allows authors to transfer the right to use property rights to the greatest extent. Journals obtain property rights through transfer agreements without

substantial benefit. It is recommended that CC BY journals sign publishing license agreements rather than transfer agreements with authors. Authors should sign publishing license agreements with journals and explicitly state publication under the CC BY format, thereby promoting barrier-free sharing of academic achievements.

Keywords: DOAJ; CC BY; right of information network dissemination; open access; copyright license; transfer; scientific and technical journals

According to the *Blue Book on the Development of Chinese Scientific and Technical Journals (2025)* ^[1], as of 2024, the total number of scientific and technical journals in China had reached 5,325, an increase of 114 compared with 2023. Among them, 46 were newly founded journals, mainly English-language journals (43, accounting for 93.5%). Scientific and technical journals are the general term for journals in the fields of science, technology, and medicine (Scientific, Technical and Medical, STM), also known as STM journals^[2]. In promoting the construction of the academic ecosystem, scientific and technical journals play an increasingly important role. The *Blue Book on the Development of Chinese Scientific and Technical Journals (2025)* reports that China's scientific and technical journals have promoted reform of the evaluation system, improved journal quality, and attracted more high-level original achievements to be first published domestically.

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Open access (OA) is an important component of open science, and it has played an important role in promoting the barrier-free and rapid dissemination of academic achievements^[3]. The Directory of Open Access Journals (DOAJ) is the world's largest OA database, and it includes only fully open gold OA journals and diamond OA journals; at present, the total number of journals indexed has approached 23,000^[4-5]. It conducts rigorous review of journals' OA types, copyright agreements, licensing and use-related content, and adheres to strict selection criteria for OA journal inclusion. Therefore, the DOAJ inclusion criteria are regarded as the gold standard for evaluating OA journals^[6]. Preliminary

research by this study and other existing findings show that, although the number of Chinese scientific and technical journals indexed by DOAJ has increased in recent years, their overall proportion remains relatively low^[6-8].

Adopting a Creative Commons License (CC) agreement is one of the important hallmarks of OA and is also one of DOAJ's important evaluation indicators for OA journals^[9]. The CC license is a free, open, and standardized copyright-licensing tool designed to allow creators to independently choose which parts of their copyright to retain and which usage rights to transfer, thereby promoting lawful sharing and reuse of works. Among them, the CC BY (attribution) license is the CC license type with the highest degree of openness under the premise of retaining author attribution. While retaining authors' copyright, authors make all proprietary rights in the copyright open. Therefore, if a journal adopts a CC BY license, it only requires the journal and the author to sign a publishing cooperation agreement or a publishing license agreement. Preliminary reports of this study found that, among biomedical journals in Shanghai, both gold OA and diamond OA journals had cases in which a CC BY license was adopted but authors were still required to sign an exclusive license agreement^[10-11]. Further research by the authors found that, among CC BY journals indexed by DOAJ, there are still journals that adopt copyright transfer agreements. In response, this study analyzes the situation of Chinese scientific and technical journals indexed by DOAJ, discusses the problems existing in the copyright agreements of OA scientific and technical journals adopting CC BY licenses, and proposes countermeasures, so as to support the OA development of scientific and technical journals and the rapid dissemination of scientific and academic achievements.

1 Research subjects and methods

1.1 Sources and classification of journal samples

This study conducts statistics on all Chinese journal data indexed by DOAJ, with data collection up to December 1, 2025. Specifically, it separately analyzes the OA type, time of inclusion, disciplinary classification, language, CC license type, publisher, and other circumstances of Chinese scientific and technical journals indexed by DOAJ.

1.2 Analysis of copyright-related issues in CC BY journals

CC licenses include six basic types. The CC BY license used by journals is the most open type of CC license, whereas CC BY-NC-ND has the lowest degree of openness because it prohibits adaptation and prohibits third-party commercial use, and it is also the strictest in its requirements^[12]. This study analyzes the use of CC BY licenses by Chinese scientific and technical journals indexed by DOAJ and the copyright-retention information publicized on the DOAJ website, and analyzes the copyright agreements or copyright statements of journals that do not fully retain copyright. On this basis, it conducts a comparative analysis

of the copyright agreements of journals adopting CC BY and CC BY-NC-ND.

1.3 Using AIGC tools to analyze the data

This study analyzes the copyright-related public information on DOAJ for Chinese scientific and technical journals indexed by DOAJ that adopt CC BY licenses, as well as copyright agreements or copyright statements on journal websites, and also analyzes the overall situation of Chinese scientific and technical journals indexed by DOAJ. Specifically, the analysis focuses on OA type, language, CC license, publisher, and the types and main issues of copyright agreements of journals using CC BY. AIGC large language models are used for visualization analysis and statistical analysis. Visualization charts are produced using Doubao, and verification is performed using R Studio and Excel. R-language code is revised using Kimi Moonshot (<https://www.moonshot.cn/>); statistical analysis uses Kimi

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Moonshot, and SPSS 22.0 statistical software was used for verification. In the verification method, count data were compared using the Pearson χ^2 test or Fisher’s exact probability method. $P < 0.05$ was considered statistically significant. R Studio was used to call the heatmap package, and the running code was:

```
# install.packages( "pheatmap" ) # Enable on first run  
library(pheatmap).
```

Figure 1: Visualization heatmap and trend chart of annual growth in Chinese scientific and technical journals included in DOAJ.

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2 Results and analysis/Results and analysis

2.1 Analysis of the current status of Chinese OA scientific and technical journals included in the DOAJ database

The results of this study show that, as of December 1, 2025, the total number of journals included in DOAJ was 22,310 (about 51% of the journals adopted the CC BY license). Among them, there were 512 Chinese journals included in DOAJ (468 from mainland China), of which 459 were scientific and technical journals. Classified by different business models, there were 402 gold OA journals and 110 diamond OA journals. The number of Chinese scientific and technical journals included in DOAJ has increased rapidly since 2020. Since 2023, medical journals have grown the fastest and have tended to rank first among scientific and technical journals. The number of Chinese scientific and technical journals included in DOAJ has increased significantly compared with previous reports^[6-8]. This is because, after DOAJ intensified its publicity efforts, more domestic OA journals have actively applied for inclusion, and the number of OA journals applying for inclusion has continued to rise. In addition, quite a few non-OA journals have also been continuously transforming toward the OA model. The annual growth trend of Chinese scientific and technical journals included in DOAJ is shown in Figure 1.

Figure 1 Visualization heatmap and trend chart of annual growth in Chinese scientific and technical journals included in DOAJ

Note: The data in the figure include cases where journal titles were counted repeatedly because of overlapping disciplines.

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Among the Chinese journals indexed by DOAJ, in terms of language, the numbers of Chinese-language and English-language journals among gold OA journals are almost equal, whereas the proportion of English-language journals among diamond OA journals is significantly higher than that of Chinese-language journals. This is mainly because new journals often adopt the diamond OA model in order to attract more author submissions. In terms of CC licenses, the largest number of journals adopt CC BY-NC-ND (369 journals, of which 116 journals offer selectable CC licenses), followed by CC BY (227 journals), while there are no journals using CC BY-SA or CC BY-NC-SA. The difference between CC BY and CC BY-NC-ND as well as CC BY-NC lies in whether the journal prohibits third parties from making derivative works (such as adaptations or translations) or commercial use of the work.

In terms of publishers, KeAi Publishing has the largest number of journals, accounting for 28.9% of all indexed journals, an increase of 37% from the 108 journals reported in early 2024. There are statistically significant differences between gold OA journals and diamond OA journals in language, discipline, CC license, and publishing organization (all $P < 0.05$). The main characteristic analysis of Chinese OA journals indexed in the DOAJ database is shown in Table 2.

Table 2 Main characteristic analysis of Chinese OA journals indexed in the DOAJ database

OA journal	Total number of journals (n = 512)	Number of gold OA journals (n = 402)	Percentage (%)	Number of diamond OA journals (n = 110)	Percentage (%)	Pearson χ^2	df	P value
Language						11.89	2	0.003
English	265	194	73.2	71	26.8			
Chinese	246	208	84.6	38	15.4			
Spanish	1	0	0	1	100.0			
Discipline*						7.84	2	0.020
Medicine	126	101	80.2	25	19.8			
Science	333	247	74.2	86	25.8			
and technology								

OA journal	Total number of journals ($n = 512$)	Number of gold OA journals ($n = 402$)	Percentage /%	Number of diamond OA journals ($n = 110$)	Percentage /%	Pearson χ^2	df	P value
Social sciences	58	35		23				
CC license						8.74	6	0.033
CC BY	227	157	69.2	70	30.8			
CC BY-NC	32#	23	71.9	9	28.1			
CC BY-NC-ND	369	296	80.2	73	19.8			
CC BY-NC-SA	0	0	0	0	0			
CC BY-NC-SA	2	1	50.0	1	50.0			
CC BY-NC-SA	0	0	0	0	0			
Publisher-defined	1	1	100.0	0	0			

OA journal	Total number of journals ($n = 512$)	Number of gold OA journals ($n = 402$)	Percentage (%)	Number of diamond OA journals ($n = 110$)	Percentage (%)	Pearson χ^2	df	P value
Top 3 publishing organizations by ranking						24.89	2	0.000
KeAi	148	115	77.7	33	22.3			
Tsinghua University Press	23	6	26.1	17	73.9			
Science Press	20	19	95.0	1	5.0			

*: There are cross-disciplinary classifications; #: includes 3 journals with optional CC licenses (1 is a CC BY/CC BY-NC-ND journal, and 2 are CC BY/CC BY-NC/CC BY-NC-ND journals); : includes 116 journals with optional CC licenses (CC BY/CC BY-NC-ND), of which 23 are diamond OA journals.

2.2 Current status of copyright licenses and related issues for CC BY journals in China indexed by DOAJ

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Figure 2. Analysis of the characteristics of CC BY journals and the status of copyright retention

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2.2.1 Current Status of CC BY Journal Copyright Agreements

This study further analyzed 468 journals from mainland China indexed by DOAJ. The results show that journals using only the CC BY license account for 42.2% (86/204), while 118 journals allow authors to choose which specific CC license to adopt (116 are CC BY/CC BY-NC-ND, and 2 are CC BY/CC BY-NC/CC BY-NC-ND). Among them, there are 75 journals in which authors do not retain copyright ("author doesn't retain all the rights," i.e., the author signs a copyright transfer agreement with the journal), accounting for 36.8% (75/204); journals in which authors retain copyright ("author retains all the rights," i.e., the author signs a publishing license agreement with the journal) account for 63.2% (129/204). Moreover, the publisher types of journals adopting license agreements show diversified characteristics (Figure 2). For journals using CC BY-NC and CC BY-NC-ND, both cases exist in which the journal signs either a copyright transfer agreement or a license agreement with the author.

Figure 2. Analysis of the characteristics of CC BY journals and the status of copyright retention

Among the 75 journals in which authors do not retain copyright, KeAi publishes 57 journals; non-legal-entity editorial departments publish 12 journals; Science Press publishes 2 journals; and LIS, Elsevier, Tsinghua University Press, and Wiley each publish 1 journal. Further analysis of the copyright agreements on the websites of the respective journals found that the actual copyright-agreement situations of 50 journals were inconsistent with the annotated information on the DOAJ website, and all were English-language journals. Specifically, they fall into the following three categories: 48 journals actually adopt license agreements, but DOAJ discloses them as cases in which authors do not retain all copyright; 1 journal (published by Tsinghua University Press) changed from CC BY to CC BY-NC-ND in 2025, and the copyright agreement also changed to a license agreement, but the registration information on the DOAJ website has not been updated; 1 journal has a copyright agreement named a transfer

agreement, but the content of the agreement [[unclear: continues on next page]].

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content is publishing licenses. For an analysis of the copyright transfer agreements of CC BY journals indexed by DOAJ, see Table 3.

Table 3 Analysis of the situation in which authors of CC BY journals indexed by DOAJ do not retain all copyrights

			Number of journals in which authors do not retain copyright	Number of journals in which authors do not retain copyright	Number of journals in which authors do not retain copyright	Reasons for in- consis- tency with the dis- closure on DOAJ
Publisher	Language / type	Language / type	DOAJ disclo- sure (n = 75)	Journal website disclo- sure (n = 25)	Inconsistent with dis- closure (n = 50) *	Reasons for in- consis- tency with the dis- closure on DOAJ
Publisher	Chinese	English				

Publisher	Language / type	Language / type	Number of journals in which authors do not retain copyright / type	Number of journals in which authors do not retain copyright / type	Number of journals in which authors do not retain copyright / type	Reasons for in- consis- tency with the dis- closure on DOAJ
Editorial Office of Non- profit Institu- tions	9	2	11	9	2	2 jour- nals: au- thors retain copy- right (sign- ing a pub- lishing license agree- ment)
Science Press	2	0	2	2	0	None

Publisher	Language / type	Language / type	Number of journals in which authors do not retain copyright / type	Number of journals in which authors do not retain copyright / type	Number of journals in which authors do not retain copyright / type	Reasons for in- consis- tency with the dis- closure on DOAJ
LIS	1	0	1	0	1	The journal copy- right agree- ment is named “trans- fer,” but its con- tent is a license agree- ment, and the author retains copy- right

Publisher	Language / type	Language / type	Number of journals in which authors do not retain copyright / type	Number of journals in which authors do not retain copyright / type	Number of journals in which authors do not retain copyright / type	Reasons for in- consis- tency with the dis- closure on DOAJ
KeAi	0	57	57	13	44	Authors retain copy-right; jour-nals hold the copy-right to com-piled works, while KeAi signs pub-lishing license agree-ments with au-thors (license to pub-lish and dissem-inate)
Elsevier	0	1	1	0	1	Same as KeAi

Publisher	Language / type	Language / type	Number of journals in which authors do not retain copyright / type	Number of journals in which authors do not retain copyright / type	Number of journals in which authors do not retain copyright / type	Reasons for in- consis- tency with the dis- closure on DOAJ
Tsinghua Univer- sity Press	0	2	2	1	1	Changed from CC BY to CC BY- NC- ND as of 2025
Wiley	0	1	1	0	1	Authors retain copy- right (sign- ing a pub- lishing license agree- ment)

*: All are English-language journals.

2.2.2 Analysis of Existing Problems

- 1) English-language journals: Research has found that the copyright statements on the websites of 14 English-language journals indicate that authors are required to sign copyright transfer agreements (transfer of property rights) with the sponsors, while the publishers cooperating with the sponsors sign publishing license agreements with authors (licensing the publisher to publish and disseminate). This creates a contradiction. In addition, the information disclosed on journal websites is inconsistent with the information disclosed on DOAJ.
- 2) Chinese-language journals: The websites of 11 Chinese journals all have explicit copyright transfer agreements, and all are journals of nonprofit in-

stitutions. The provisions on property rights in their copyright agreements are shown in Table 4.

As can be seen from Table 4, the copyright transfer agreements of the 11 journals have the following problems: Because CC BY is a model that, to the greatest extent, transfers to the public the rights of use in the property-right portion of copyright, after the transfer, the transferee obtains no substantive benefit; therefore, a copyright transfer agreement is not necessary. Nine journals simultaneously stipulate that the reproduction right and distribution right for the electronic version are transferred to the editorial office. Since the forms of reproduction and distribution include electronic publishing, it is sufficient to stipulate only the reproduction right and distribution right, and there is no need to make additional provisions for the electronic version. One journal separately stipulates that “the journal has the right to be indexed by international databases.” In fact, this right also falls within the scope of the right of dissemination through information networks. For articles published under CC BY, the journal does not need additional authorization; however, for other types of CC agreements, before the journal provides metadata to commercial databases and disseminates article content, it should obtain the corresponding permission from the copyright holder or obtain a copyright transfer. Only 1 journal stipulates a mechanism for liability for breach of contract and dispute resolution; 3 journals merely state in general terms that implementation shall be in accordance with the *Copyright Law of the People’s Republic of China* and other relevant laws and regulations. Two journals do not stipulate remuneration. Only 3 journals stipulate, in accordance with Part III “Contracts” of the *Civil Code of the People’s Republic of China*[¹³], that contracts require the signatures of both parties. Eight journals stipulate that the effectiveness of the copyright transfer applies worldwide. Because of the exclusive nature of copyright transfer, there is no need to stipulate the territorial scope; in terms of duration, it is equivalent to the term of copyright protection (as prescribed by the *Copyright Law of the People’s Republic of China*[¹⁴]). One journal makes a bundled transfer of the property rights in copyright; the error here is that moral rights in copyright cannot be transferred. The right of publication is exhausted after one use; therefore, provisions should be made for the relevant content of the act of publication. However, in Chinese OA journals, the relevant descriptive content is lacking. All journals have online first publication on China National Knowledge Infrastructure (CNKI). Since CNKI is a paid-download database, this act

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conflicts with OA's immediate free availability. Therefore, before CNKI's online first publication, journals need to complete immediate free access on the journal website; CNKI's online first publication should be called online database first publication.

Table 4 Analysis of the property-rights stipulations in copyright transfer agreements of 11 Chinese CC BY journals

No.	Online first publication	Compilation right	Reproduction and distribution rights	Information and work rights	Exhibition right	Neighboring rights	Derivative works rights	Liability for breach of contract and dispute resolution	Seal of both parties	Time and space
1	Yes	Yes	Reproduction and distribution rights for printed and electronic versions	Yes	-	-	Translation	-	Yes	Worldwide

No.	Online first pub- lica- tion	Compila- tion right	Reproduction and dis- tri- bu- tion rights	Information and work dis- semin- ation right	Exhibition right	Neighboring rights	Derivative works rights	Liability for breach of con- tract and dispute resolution	Seal both par- ties	Time and space
2	Yes	Yes	Reproduction right for printed and elec- tronic ver- sions	Yes	-	-	Translation	-	Yes	Worldwide

No.	Online first pub- lica- tion	Compilation right	Reproduction and dis- tri- bu- tion rights	Information work dis- sem- ina- tion right	Exhibition right	Neighboring right	Derivative rights	Liability for breach of con- tract and dispute resolution	Seal both par- ties	Time and space
3	Yes	Yes	Reproduction and dis- tri- bu- tion rights for printed and elec- tronic ver- sions	Right- to be in- cluded in ter- minal databases	-	-	Translation in ac- cor- dance with the <i>Copy- right Law of the Peo- ple's Re- pub- lic of China</i> and other rele- vant laws and reg- ula- tions	Implemented	Yes	-

No.	Online first pub- lica- tion	Compila- tion right	Reproduction and dis- tri- bu- tion rights	Information and work dis- sem- ina- tion right	Exhibi- tion right	Neigh- bor- hood right	Deriva- tive rights	Liability for breach of con- tract and dispute resolu- tion	Seal both par- ties	Time and space
4	Yes	Yes	Reproduction and dis- tri- bu- tion rights for printed and elec- tronic ver- sions	Yes	-	-	Translation	-	Yes; rele- vant copy- right us- age fees	Worldwide
5	Yes	Yes	Reproduction right for printed and elec- tronic ver- sions	Yes	-	-	Translation	-	Remun- eration in- cludes copy- right trans- fer fee	Worldwide

No.	Online first pub- lica- tion	Compila- tion right	Reproduction and dis- tri- bu- tion rights	Information and work dis- semin- ation right	Exhibition right	Neighboring rights	Derivative rights	Liability for breach of con- tract and dispute resolution	Seal both par- ties	Time and space
6	Yes	Yes	Reproduction right and dis- tri- bu- tion right	Yes	Yes	Yes	Adaptation trans- la- tion	Specific the au- thor's lia- bil- ity and stan- dards for breach- of- contract com- pen- sa- tion	Yes	Remuneration, copy- right trans- fer fee, taxes

No.	Online first publication	Compilation right	Reproduction and distribution rights	Information and work dissemination right	Exhibition right	Neighboring rights	Derivative rights	Liability for breach of contract and dispute resolution	Seal both parties	Time and space
7	Yes	Yes	Reproduction right for printed and electronic versions	Yes	-	Translation	Handled in accordance with the <i>Copyright Law of the People's Republic of China</i> and other relevant laws and regulations	Yes	Worldwide	

No.	Online first pub- lica- tion	Compila- tion right	Reproduction and dis- tri- bu- tion rights	Information and work dis- semin- ation right	Exhibition right	Neighboring rights	Derivative rights	Liability for breach of con- tract and dispute resolution	Seal both par- ties	Time and space
8	Yes	Yes	Reproduction and dis- tri- bu- tion rights for printed and elec- tronic ver- sions	Yes	-	-	Adaptation, trans- la- tion	-	-	Worldwide

No.	Online first publication	Compilation right	Reproduction and distribution rights	Information work dissemination right	Exhibition right	Neighboring rights	Derivative rights	Liability for breach of contract and dispute resolution	Seal both parties	Time and space
9	Yes	Yes	Reproduction and distribution rights for print, digital, and electronic versions	Yes	-	Translation	Handled	Yes	Yes	Yes

No.	Online first publication	Compilation right	Reproduction and distribution rights	Information and work rights	Exhibition right	Neighboring rights	Derivative rights	Liability for breach of contract and dispute resolution	Seal of both parties	Time and space
10	Yes	Yes	Reproduction and distribution rights for printed and electronic versions	Yes	-	-	Translation in accordance with the <i>Copyright Law of the People's Republic of China</i> and other relevant laws and regulations	Yes	Yes	Worldwide

No.	Online first publication	Compilation right	Reproduction and distribution rights	Information work dis-semination	Exhibition right	Neighboring rights	Derivative works	Liability for breach of contract and dispute resolution	Seal both parties	Time and space
11	Yes	Overall copy-right transfer, with au-thoriza-tion for dis-sem-ination through various database net-work plat-forms	Overall copy-right transfer, with au-thoriza-tion for dis-sem-ination through various database net-work plat-forms	Overall copy-right transfer, with au-thoriza-tion for dis-sem-ination through various database net-work plat-forms	Overall copy-right transfer, with au-thoriza-tion for dis-sem-ination through various database net-work plat-forms	Overall copy-right transfer, with au-thoriza-tion for dis-sem-ination through various database net-work plat-forms	Overall copy-right transfer, with au-thoriza-tion for dis-sem-ination through various database net-work plat-forms	-	-	Worldwide

3 Countermeasure analysis for CC BY journal copyright agreements

3.1 Clarify the particularity of CC BY compared with other types of CC BY agreements

The particularity of CC BY lies in the fact that, unlike CC agreements with different rights restrictions such as CC BY-NC-ND, CC BY is the CC agreement type with the highest degree of openness. Publishing under a CC BY

agreement means that copyright holders voluntarily impose the greatest possible restrictions on their own rights (the right to obtain income) and make the greatest possible concessions to the public domain, without attaching any additional restrictions.

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conditions. This conforms to the “principle of voluntariness” among the basic principles of the *Civil Code of the People’s Republic of China*[¹³]. The principle of voluntariness is the most central and representative principle of civil law. Therefore, for copyright agreements of CC BY journals, the following paths should be selected for optimization.

3.2 It is recommended that CC BY journals adopt publishing license agreements

Because CC BY requires rightsholders to fully open the property rights in copyright while authors retain the right of attribution, for works published under CC BY, it seems unnecessary for authors and publishers to sign an agreement transferring the property rights in copyright: under CC BY, the transferee also needs to grant the right to use the transferred property rights, and may not impose restrictions on users; therefore, a publisher that obtains the property rights in copyright through a transfer agreement derives no benefit from it, and ownership of the property rights is merely an “empty-shell” right.

Among the scientific and technological journals indexed in DOAJ and included in this study, 75 journals that adopt CC BY are marked on DOAJ as not retaining all copyrights for authors. Further analysis found that 25 journals use copyright transfer agreements. Among them, 14 English-language journals (KeAi vs Tsinghua University Press: 13 vs 1) require authors to sign publishing license agreements with the publisher, and copyright must be transferred to the

journal editorial office; KeAi's publishing license agreement is consistent with Elsevier's [15]. The 11 Chinese-language CC BY journals directly adopt copyright transfer agreements, with the scope of transfer covering property rights such as reproduction, distribution, information network dissemination, translation, and even adaptation, and the territory of transfer is stated to be "worldwide." Although Article 27 of the *Copyright Law of the People's Republic of China* [14] clearly provides that the property-right portion of copyright may be freely agreed upon for transfer, in practice authors need only sign a license agreement with the journal and authorize the journal to enjoy the right of compilation; for the resulting complete compiled work, the journal enjoys copyright in the compiled work. Wang Yuanjie et al. [16] reported problems in copyright agreements of OA journals in China and proposed improvement suggestions, but did not separately analyze issues such as the specific application of CC BY agreements and the copyright agreements of journals adopting CC BY. By analyzing the current state of copyright in China's scientific and technological journals indexed in DOAJ that adopt CC BY agreements and the problems that exist, this study concludes that CC BY journals should sign publishing license agreements with authors.

In addition, because the publication right is exhausted after one use, for papers published in CC BY form, when authors sign publishing license agreements with journals, they should clearly stipulate matters relating to the publication of the paper, as well as the responsibilities and obligations of both parties to the agreement.

3.3 Clarify the connotation of copyright property rights and correctly agree on property rights

Copyright licensing should be based on the basic principles concerning civil legal relations in Part One of the *Civil Code of the People's Republic of China* and the provisions on "Contracts" in Part Three [13], and, in conjunction with the legal provisions on copyright licensing contracts in Article 26 of Chapter III of the *Copyright Law of the People's Republic of China*, should be negotiated and signed by the author and the publisher in accordance with the civil-law principle of good faith. As the most important basic principle of civil law, the principle of good faith is known as the "emperor clause" of modern civil law. For journals licensed under CC BY, it is recommended that authors sign license agreements with journals rather than transfer agreements. This study found that among the CC BY journals indexed in DOAJ, quite a few use transfer agreements, and there are many problems in the agreements. Therefore, clarifying the connotation of the property rights in copyright, correctly agreeing on property rights, and improving copyright agreements are of important significance to both parties to the agreement.

3.4 Clarify that copyright may not be transferred in a blanket manner

The transfer of copyright is regulated by the relevant provisions on copyright transfer contracts in Part Three “Contracts” of the *Civil Code of the People’s Republic of China* and Article 27 of Chapter III of the *Copyright Law of the People’s Republic of China*. However, because copyright is divided into personal rights and property rights, and personal rights include the rights of attribution, publication, modification, and protection of the integrity of the work, personal rights may not be transferred by law. Therefore, the transfer of copyright may not be agreed upon as a blanket transfer. In addition, the property rights in copyright include a number of independent rights, and, on the basis of the original work, rights in derivative works and neighboring rights may arise; derivative acts include adaptation, translation, annotation, and arrangement. Therefore, the property-right portion also should not be transferred in a blanket manner. The 11 journals in this study that adopted copyright transfer agreements

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Among the Chinese-language CC BY science and technology journals, one journal stipulates the complete transfer of copyright. In addition, 10 journals stipulate the translation right for derivative works, and 2 stipulate the adaptation right. With respect to neighboring rights, one journal stipulates the transfer of neighboring rights. This also reflects that, for the property-right component of copyright, the specific type of property right should be made clear at the time of transfer.

3.5 Points to Note Concerning Digital Publishing and the Right of Communication Through Information Networks

- 1) Digital publishing: Digital publishing has its own particularities compared with the traditional publishing model. Therefore, quite a few journals

mistakenly believe that, in a publishing agreement or copyright agreement, the reproduction right and distribution right for digital publishing should be stipulated separately. However, the connotations of the reproduction right and distribution right among the property rights of copyright include the types of electronic publishing, and are not limited to publication in print mode.

- 2) Relevant rights in database dissemination: the right of communication through information networks applies. The right of communication through information networks is a property right of copyright and is jointly protected by the *Copyright Law of the People's Republic of China* and the *Regulations on the Protection of the Right of Communication Through Information Networks*. Article 64 of the *Copyright Law of the People's Republic of China* provides: the measures for protecting the right of communication through information networks shall be separately prescribed by the State Council. This “separate prescription” is the *Regulations on the Protection of the Right of Communication Through Information Networks* (State Council Order No. 468, formulated in 2006^[17] and revised in 2013^[18]). Among the Chinese-language CC BY science and technology journals included in this study, 9 stipulate that the reproduction right and distribution right of the electronic version are transferred to the editorial office; in fact, the reproduction and distribution of the electronic version fall within the scope of the right of communication through information networks. In addition, one journal separately stipulates that “the journal has the right to be indexed by international databases” ; in fact, this right also falls within the scope of the right of communication through information networks. Because the data archiving after database indexing and the provision of search services to users include both storage acts and dissemination acts, although the dissemination process involves the reproduction of electronic files, Articles 7 and 22 of the *Regulations on the Protection of the Right of Communication Through Information Networks* respectively provide for the act of reproducing works in digitized form and the act by which network service providers provide information-storage space to service recipients. These provisions all provide legal protection for dissemination after a journal is indexed by a database. Therefore, whether it is permitting a journal to be indexed, stored, or disseminated by a database, or stipulating that the journal is permitted to disseminate the article through networks, all should be included within the protection scope of the right of communication through information networks, and the transfer of the right of communication through information networks should be stipulated separately in the copyright agreement.

For CC BY, authors do not need to sign a copyright-transfer agreement with the journal. Moreover, because authors have licensed the right to use all property rights, articles published under CC BY do not require the author's authorization when indexed and disseminated by databases, but the author's right of

attribution must not be infringed.

3.6 Other Issues Concerning Payment of Consideration, Scope of Protection, and Liability for Breach of Contract

- 1) Payment of consideration: Article 27 of Chapter III of the *Copyright Law of the People's Republic of China* provides that a copyright-transfer contract must specify the transfer price. Because CC BY is the most open CC license and the author licenses the right to use property rights without imposing any restrictions, even if the author and the journal sign a copyright-transfer agreement, the transferee may refrain from paying the author a transfer price. In addition, in the case of papers published under CC BY, it is recommended that the author and the journal sign a publication-license agreement, and therefore no consideration needs to be paid. In addition, stipulations concerning remuneration should follow the principle of autonomy of will in civil legal acts. Some studies have pointed out that, in publishing practice, in the process by which journals and authors pursue improvement in journal influence and the publication of academic achievements, they may place greater emphasis on the dissemination effect of academic achievements; by comparison, the importance of remuneration is far lower than the dissemination and influence of academic achievements^[19].
- 2) Scope of protection: With respect to the temporal and territorial protection of copyright, on the premise that the author and the journal sign a license agreement, the specific licensed content should be made clear. If the license is for journal publication, it does not involve specific stipulations on time and territory. Since China is a contracting state of the World Intellectual Property Organization (WIPO)^[20], the protection scope of the relevant copyright is worldwide, and no additional stipulation is needed. However, the stipulation of the licensed content should make clear the time scope, with the maximum not exceeding the copyright protection term; as for a license stipulation concerning publication acts, there is no need to stipulate time, because the author's publication right is exhausted after one exercise.

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- 3) Liability for breach of contract: It is recommended that provisions on liability for breach of contract and dispute-resolution mechanisms be stipulated in copyright-related agreements and publishing agreements. In terms of copyright protection, the *Copyright Law of the People's Republic of China* has only territorial effect and no extraterritorial effect, which requires our attention. Therefore, when copyright infringement occurs outside the territory, it should be governed by the legal institutions of the place where the infringing act occurs. According to the Supreme People's Court's *Interpretation on Several Issues Concerning the Application of Law in the Trial of Copyright Civil Dispute Cases* [21], in China, copyright civil dispute cases are under the jurisdiction of intermediate people's courts and above. Higher people's courts may, based on the actual circumstances of their jurisdictions, determine that certain basic-level people's courts have jurisdiction over copyright civil dispute cases of first instance.
- 4) Others: With respect to signatures and seals by both parties, only three journals require both parties to affix seals to the contract in accordance with the provisions on contracts in Book Three of the *Civil Code of the People's Republic of China*. Article 490 of Book Three, "Contracts," of the *Civil Code of the People's Republic of China* provides: Where, before signing, sealing, or affixing a fingerprint, one party has already performed the principal obligation and the other party has accepted it, the contract is formed. Therefore, although signing and sealing are conditions for a contract to take effect, they are not the only conditions.

3.7 Recommendations on Online-First Publication by OA Journals

The act of signing with CNKI the first-publication agreement for *Chinese Academic Journals (Online Edition)* (CAJ-N) exists mainly among Chinese-language journals. Among the Chinese science and technology journals included in DOAJ in this study, 11 Chinese-language science and technology journals signed online-first publication agreements with CNKI. Because CNKI is a commercial database with paid downloads, first publication on CNKI will cause the journal's publishing model to become a paid-download model (subscription model), and the subsequent OA publication behavior will evolve into delayed OA, which is contrary to the spirit of immediate, free, and open OA and should attract the attention of journals [22]. Therefore, it is recommended that OA journals, before first publishing online on CNKI, must ensure that full texts

are available for immediate and free download on their official websites.

4 Discussion/Discussion

The results of this study show that the percentage of Chinese science and technology journals indexed by DOAJ remains relatively low, and the number indexed still needs to be further increased. Therefore, Chinese science and technology journals need to further strengthen openness and accelerate the dissemination of scientific and technological achievements. CC BY is the CC license with the highest degree of openness and is also the CC license type most commonly adopted by journals indexed by DOAJ (51%). However, among the Chinese science and technology journals currently indexed by DOAJ, the proportion of CC BY journals still ranks second, although it has increased significantly compared with 2023 (30.8% vs 17.61%) [6]. By comparing and analyzing CC BY with other types of CC licenses, we can summarize the following characteristics:

- 1) CC BY: CC BY imposes no restrictions on the property rights in copyright and permits third parties to use the work free of charge. Therefore, when authors publish papers, signing a copyright transfer agreement with the journal is of no significance. According to the definition of CC BY, the copyright holder permits any third party to use the work free of charge. A journal publisher that obtains copyright property rights through a copyright transfer agreement has not obtained any proprietary benefit. In addition, because copyright includes both personal rights and property rights, and personal rights may not be transferred by agreement, for papers published under CC BY, it is therefore not recommended that authors sign a copyright transfer agreement with the journal; instead, it is recommended to adopt a publishing license agreement. Since the right of publication among personal rights has the characteristic of being exhausted after a single use, it is therefore recommended that the publishing license agreement stipulate the relevant content of the author's publication and that the paper be published in the form of CC BY.
- 2) CC BY-NC-ND and CC BY-NC: The difference between these two and CC BY is that the copyright holder prohibits third parties from making adaptations (such as revisions or translations) or commercial use of the work. Because adaptations or commercial use involve specific property interests, in the above aspects the copyright holder has not opened the relevant license; any such use by a third party requires authorization and payment of consideration. Therefore, an author and a journal may sign a licensing agreement, and may also sign a transfer agreement. If the author and the journal sign a copyright use license agreement, then, on the basis that the author retains the corresponding property rights in the copyright, they may stipulate the exclusive or non-exclusive property interests enjoyed by the publisher, such as licensing the journal to provide article metadata to commercial databases, and the rights of information-network dissemination, reproduction, and distribution [22].

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5 Concluding Remarks

CC BY is the type of CC license with the highest degree of openness. Authors transfer their rights to the greatest extent and impose no restrictions; therefore, it is the most effective in disseminating scholarly achievements. The copyright licensing agreement signed between a journal and an author, rather than an assignment agreement, conforms to the definition and connotation of CC BY. By analyzing the main issues in the copyright agreements of Chinese scientific and technical journals indexed by DOAJ that adopt CC BY, this study proposes corresponding solutions, which can provide reference for standardizing and optimizing the copyright agreements of CC BY journals.

References

- [1] China Association for Science and Technology. *Blue Book on the Development of Chinese Scientific and Technical Journals (2025)*[M]. Beijing: Science Press, 2025.
- [2] China Association for Science and Technology; International Association of Scientific, Technical and Medical Publishers. *China Open Access Publishing Development Report (2022)*[M]. Beijing: Science Press, 2023.
- [3] UNESCO. What is open access?[EB/OL]. [2025-10-31]. <https://www.unesco.org/en/open-access>.
- [4] DOAJ. Find open access journals & articles[EB/OL]. [2025-11-01]. <https://doaj.org>.
- [5] Liu J J. Open Access Publishing in Singapore: Trends and Policy Perspectives[J/OL]. *Journal of Scholarly Communication*, vol. 1, Mar. 2025.

<https://doi.org/10.62160/JSC2>.

[6] Wang Linhui, Ni Ming. Development status and countermeasures of China's gold OA journals and diamond OA journals: taking journals indexed in the DOAJ database as examples[J]. Chinese Journal of Scientific and Technical Periodicals, 2024, 35(3): 329-338.

[7] Wang LH, Ni M, Li XW. The development status and countermeasures of biomedical OA journals in China: A study based on statistical analysis of the journal indexed data in PubMed central and DOAJ[J/OL]. Journal of Scholarly Communication, vol. 1, Mar. 2025. <https://doi.org/10.62160/JSC26>.

[8] Ding Yi. Statistical analysis of Chinese open access journals indexed by DOAJ and their charging policies[J]. Chinese Journal of Scientific and Technical Periodicals, 2023, 34(10): 1356-1363.

[9] Creative Commons. CC BY 4.0 [EB/OL]. [2025-08-01]. <https://creativecommons.org/licenses/by/4.0/deed.zh>.

[10] Ni Ming, Wang Linhui. Current status of copyright in Shanghai biomedical open access journals and improvement strategies[J]. Chinese Journal of Scientific and Technical Periodicals, 2025, 36(4): 460-470.

[11] Wang Linhui, Wang Eryang, Tian Tian, Ni Ming. Common problems and solutions in copyright agreements for Chinese open access scientific and technical journals: taking Shanghai biomedical gold OA and diamond OA journals as examples[J]. Chinese Journal of Scientific and Technical Periodicals, 2026, 37(2): 265-277.

[12] Creative Commons Mainland China. Explanation of the text license agreement of the Creative Commons license agreement[EB/OL]. [2025-08-01]. <https://creativecommons.net.cn/about/team/>.

[13] Civil Code of the People's Republic of China [EB/OL]. [2025-08-01]. https://www.gov.cn/xinwen/2020-06/01/content_5516649.htm.

[14] Copyright Law of the People's Republic of China [EB/OL]. [2025-08-01]. https://www.gov.cn/guoqing/2021-10/29/content_5647633.htm.

[15] Authors' licensing and copyright options when publishing research articles with Elsevier. <https://www.elsevier.com/zh-cn/about/policies-and-standards/copyright>.

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[16] Wang Yuanjie, Wang Xiaofei, Pan Yuehong, et al. Problems and suggestions for improvement in copyright agreements for Chinese open-access publishing journals[J]. *Chinese Journal of Scientific and Technical Periodicals*, 2024, 35(9): 1232-1239.

[17] State Council of the People's Republic of China, Order No. 468. Regulations on the Protection of the Right of Communication through Information Networks[EB/OL]. [2025-08-01]. https://www.gov.cn/zwggk/2006-05/29/content_294000.htm.

[18] State Council of the People's Republic of China, Order No. 634. Decision of the State Council on Amending the *Regulations on the Protection of the Right of Communication through Information Networks*[EB/OL]. [2025-08-01]. https://www.gov.cn/gongbao/content/2013/content_2339513.htm.

[19] Xiong Wencong. On the legal effect of copyright statements in academic journals[J]. *China Copyright*, 2025, (02): 94-103.

[20] WIPO. WIPO Copyright Treaty (WCT)[EB/OL]. [2025-08-02]. <https://www.wipo.int/treaties/en/ip/wct/>.

[21] Supreme People's Court. Interpretation on Several Issues Concerning the Application of Law in the Trial of Civil Copyright Disputes. Judicial Interpretation [2002] No. 31[EB/OL]. [2025-08-02].

<http://gongbao.court.gov.cn/Details/24f6429b9562f22144bc94dc25294b.html>.

[22] Wang Linhui, Wang Erliang, Tian Tian, et al. Common problems and solutions in copyright agreements for Chinese open-access STM journals: Taking gold OA and diamond OA biomedical journals in Shanghai as examples[J]. *Chinese Journal of Scientific and Technical Periodicals*, 2026, 37(2): 265-277.

Copyright Agreement Optimization for CC BY Open Access Journals: A Study of Chinese OA STM Journals indexed in DOAJ

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Abstract [Purpose] To analyze the current status of and problems in copyright agreements of Chinese STM journals adopting the CC BY license indexed in DOAJ, to explore optimization

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strategies consistent with the open connotation of the CC BY license, and to provide a reference for the open access development of STM journals and the healthy, rapid dissemination of academic achievements. **[Methods]** Using Chinese STM journals indexed in DOAJ as research subjects, this study focused on journals adopting the CC BY license, sorting out the copyright retention status disclosed on DOAJ and the copyright agreements on the journals' websites, and comparing them with journals using the CC BY-NC-ND license. Data analysis

was performed using Kimi Moonshot, and verified with SPSS 22.0 and R Studio. **[Findings]** DOAJ indexed 512 journals in total from China, including 459 STM journals (402 Gold OA and 110 Diamond OA). There were 227 journals adopting the CC BY license, among which 75 were labeled on DOAJ as “author does not retain all the rights” ; however, verification found that the actual information disclosed on the websites of 50 journals was inconsistent with the DOAJ labels. Eleven Chinese CC BY journals adopted copyright transfer agreements, which had problems such as overlapping stipulations of property rights, one journal providing for a blanket copyright transfer, incomplete provisions on liability for breach of contract, only three journals stipulating signatures/seals by both parties, and two journals not specifying remuneration. **[Conclusions]** As the most open Creative Commons license, CC BY entails the author’ s maximal relinquishment of the right to exploit the work; thus, the journal’ s acquisition of copyright through transfer agreements yields no substantive benefit. It is recommended that CC BY journals sign publishing license agreements rather than copyright transfer agreements with authors. Authors should sign publishing license agreements with journals and explicitly stipulate publication under CC BY to promote the barrier-free sharing of academic achievements.

Keywords: DOAJ; CC BY; *Information Network Dissemination Rights*; Open access; Copyright license; Transference; STM journal

[Authors’ contribution statement]:

Wang Linhui: proposed the writing ideas, data collection, data analysis, data organization, article writing and review; Liu Jinjin: DOAJ retrieval and analysis of journal CC agreements and policies, sorting. Zhu Quansong and Wang Ying: sorting and analysis of the contents of journal copyright agreements. Zou Qiang and Su Peng: database retrieval, data analysis, article proofreading; Ni Ming: proposed the writing ideas, data organization, article review, application of AIGC tools, prompt-word sorting, and graphing in R. All authors proofread and reviewed the article.

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Note: Figure translations are in progress. See original paper for figures.

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