

THE SORITES CHARTER

· Version 2.2 ·

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PREAMBLE

This Charter is an updated and amended version of the original «Copyright Notice and Legal Disclaimer» appeared in Issue # 01 of *SORITES* (April 1995). It is a covenant between the **SORITES** team, as a publisher, and its contributors and readers, prescribing their respective duties and rights, as well as the terms and conditions under which those rights have to be exercised.

Persons dealing with **SORITES** in either capacity, as contributors or as a readers (or users), bind themselves to abiding by these regulations, as does the **SORITES** team itself.

This Charter aims to safeguard all legitimate interests in a balanced way, so as to ensure maximum access to, and use of, the materials we produce, to serve the scholarly public at large, to enhance the prestige of our contributors and the influence of the journal and its publisher, while preventing dishonourable behaviour and academic fraud.

This Charter bears a family resemblance to various schemes: the GNU Free Documentation, Creative Commons, Creative Archive and Open Content licenses. Moreover, the current version borrows a few notions and phrases from them. Nevertheless this Charter stands on its own and must not be interpreted as adjusted to any of those models. Although all those approaches share a strong leaning towards open and free content-divulcation, a distinctive view prevails in each case.

Openness and freedom are broad and loose concepts admitting of sundry conceptions. ‘Free content’ has been commonly agreed upon to stand for content which readers can and may honestly use without hindrance or threat of reprisals — rather than as content they necessarily get for free — but there are several views as to the justification and implementation of those liberties. A thorough elucidation of those problems goes beyond the scope of this Preamble, though.

In order for the current scheme to stand out as a differentiated dispensation, it will be called ‘**the allodial approach to intellectual property**’. Four features make it unique:

- The first one is that, while it allots to everybody an unhampered access to intellectual goods **without discrimination**, it also recognizes the right to private intellectual ownership, construed — according to Civil-Law systems — as twofold: an entailed, perpetual, untransferable and non-renounceable entitlement to authorship-recognition and to the integrity of the work; and an alienable right to the exclusive use and profit from that work.
- The second one is that it regards a compilation (such as a journal Issue) as a collective work, and hence as an intellectual entity jointly authored and owned by the Editor and the contributors taken together as a group, while each article, by itself, is an intellectual entity belonging to its author alone.

- The third one is that it resorts to the legal notion of *servitude* or *easement*, which enables us to reconcile all those rights and liberties, in the same way as happens with land freeholds: certain positive or negative interests, franchises or privileges (*servitudes*) may be conferred on non-owners over an estate for certain legitimate reasons and purposes.
- The fourth one is that it rules out any registration requirement, as contrary to the rights to privacy, unobstructed access and uncontrolled dissemination.

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The **SORITES** team will publish revised versions of the **SORITES** Charter, similar in spirit to the present version, but different in detail, to address new problems or concerns. Authors and readers having obtained certain rights in virtue of the current Charter will keep those rights and will never be subject to restrictions brought in by later versions.

Everybody is free to copy this Charter, and to modify or attune it to their own needs, provided appropriate authorship credit is given to the **SORITES** team.

DEFINITIONS

[D01] A **separate material** is an intellectual product which is released, broadcasted or published as an intangible entity standing on its own rather than as a section or a division of another intellectual product.

Parts of an aggregated work — such as essays gathered into a collection — are not separate materials, since they are not released as intellectual products on their own.

[D02] **An Issue of the SORITES journal as a whole** is either:

- (i) a single document or file (be it its official version or any unofficial rendering also released by the **SORITES** team as an undivided file, such as the PDF file or a print-out thereof); or
- (ii) a set of files produced by slicing one of the entire-file versions in order to facilitate handling, browsing or downloading (in which case the conveyor is bound to distribute the whole collection taken together at the same time).

[D03] A reader of **SORITES** is an individual who, abiding by all the terms laid down in this Charter, accesses the **SORITES** site, or a mirror thereof, or receives or uses any file or document directly or indirectly proceeding from that site.

[D04] As a rule, institutions and organizations are not readers. They are considered users only when this Charter explicitly confers a certain right on them.

[D05] Private use is personal use by an individual. Sharing downloaded or stored files within an organization is a divulgation, not private use.

[D06] An Issue of the journal *SORITES* is an aggregated work; the articles it contains are not separate materials.

[D07] A copy of a material is either a print-out on paper or a reproduced file or set of files.

[D08] A reproduced file, or a set of files, is either (i) a duplication of the original file, or set of files, as released by the **SORITES** team; or (ii) any result of converting the

downloaded file or files to a different format by applying conversion tools, provided the content is not garbled or curtailed.

[D09] A different format is any modification which leaves the content intact and unaltered.

[D10] The phrase 'copy or partial copy' covers any print-out, extended quotation, electronic posting or display as well as any other reproduction.

ARTICLES

Art.01.— **SORITES** is both a resource site, <<http://sorites.org>> (or set of sites, such as <sorites.info>, <sorites.net>, etc), and a digital journal, *SORITES*, consisting in a series of issues. Both of them belong to the publisher, the **SORITES** team.

Art.02.— Each Issue of the *SORITES* journal as a whole is a collection, an aggregated work, jointly owned by the contributors and the publisher.

Art.03.— Individual papers remain the private property of their respective authors (the contributors) encumbered with the following servitudes:

- (i) No part of any such paper may be printed or displayed elsewhere, or incorporated into a publication of any sort, unless *SORITES* is therein clearly and explicitly acknowledged and cited as the original source of publication.
- (ii) In particular, when a contributor posts a version of his or her paper on a home page, institutional web-site or subject repository, a link must be made to the version displayed at the **SORITES** web-site.
- (iii) When contributors merge a recast version of a substantial portion of an article published in *SORITES* into another paper, they must also give due credit to the *SORITES* source and clearly inform their audience how to access the **SORITES** site (including a reference to the official web-site, <http://sorites.org>).
- (iv) Contributors adhere to the other terms and provisions contained in this Charter, grant **SORITES** readers and users the rights provided by Art.06 and consent to abide by the publisher's claims and commitments (arts. 04, 13 and 14).
- (v) When contributors republish their papers, they are free to apply any other License, provided clauses (i), (ii) and (iii) of this article are honoured.
- (vi) Any individual who signs a co-authored article is a contributor who accedes to the above burdens being laid on the paper. Arrangements between co-authors cannot stand in the way of that undertaking.

Art.04.— By submitting a manuscript to *SORITES*, contributors declare: that it is an output of their personal research; that it has not been published yet (in the sense of appearing under an ISSN or an ISBN); that it is not currently submitted for publication elsewhere; and that it complies with established Copyright laws. Acceptance of a manuscript by the **SORITES** team is done in good faith under the assumption the declaration is truthful.

Art.05.— The authors of the included papers and the publisher — whether jointly or separately, as the case may be — hereby reserve all rights not conferred to other parties in this Charter.

Art.06.— Subject to honouring the conditions set forth in this Charter, readers are hereby accorded the following rights:

- [i] The right to freely access, view, read, search, store, and link to, any material offered at the **SORITES** site, especially any Issue of the *SORITES* journal, any paper therein included, and any other file or document displayed or supplied at the **SORITES** site.
- [ii] The right to duplicate single detached articles for a personal, private and fair use done in good faith. Fair use encompasses teaching, study, criticism and review.
- [iii] The right to reproduce and distribute on any medium *verbatim* copies of any **separate material** released at the **SORITES** site, provided the material is reproduced **in its entirety** and preserved as an Invariant Document, unaltered in its text, titles and headings.

Art.07.— When a copy of a separate material published by **SORITES** is incorporated into a volume or a package containing other materials, the content obtained from the **SORITES** site must be printed on separate sheets, clearly demarcated, by page breaks, from those accompaniments. No text or logo from other sources must be mingled with, or interpolated into, the **SORITES** material.

Art.08.— The freedom awarded to readers in Art.06 means that:

- (1) No fee will be charged or requested by the **SORITES** team.
- (2) No registration will be demanded.
- (3) No one will be locked out of accessing the **SORITES** site.
- (4) As regards issues of the *SORITES* journal and papers therein published, exercising those rights is not conditional upon reciprocation or remuneration of any sort, whether moral or material, or upon any consideration other than respect for intellectual property claims raised in this Charter.
- (5) As regards other materials offered at the **SORITES** site, moral consideration may be demanded, such as not using those materials for any unethical purpose or activity.

Art.09.—

- [1] Private business companies are not entitled to incorporate a copy of an Issue of the *SORITES* journal into any commercial material they sell for profit without the previous conformity of the **SORITES** team.

However they are hereby allowed to combine a whole Issue of the *SORITES* journal — or any other material offered as a separate unit at the **SORITES** site — into publications they circulate at no charge, provided they observe the other provisions of this Charter, especially Art.07.

- [2] Learned societies and academic establishments are hereby authorized to sell integral copies of issues of the *SORITES* journal or any other material offered as a separate unit at the **SORITES** site.
- [3] Search engines and indexing data-bases are entitled to store, reproduce and display integral or partial copies of any material published by the **SORITES** team,

including issues of the *SORITES* journal, even of detached papers, provided due credit and links to the original **SORITES** site (or a mirror thereof) are ostensibly shown.

Art.10.—

- [i] Except as provided by Art.09[3] or by fair use legal provisions, no copy or partial copy of a detached paper may be distributed without its author's acquiescence.
- [ii] The **SORITES** team hereby authorizes any such transmission subject to the author's approval, provided the copyright box on top of the paper is literally incorporated into the copy or partial copy.

Art.11.—

- [i] No part of any Issue of the *SORITES* journal may be delivered to a plurality of individuals — whether in writing or by any other means — unless the source is clearly and explicitly recognized. Furthermore, such a recognition must comply with the following stipulations.
- [ii] No part of any Issue of the *SORITES* journal or of any paper therein included may be conveyed to others by means of reproduction, quotation, copy or paraphrase, without a clear and explicit acknowledgement of the Issue of the *SORITES* journal, the author's name and the paper's full title.
- [iii] Whenever the quotation occurs within a publication, it is also mandatory to mention the date of publication and the official pages (as shown within the Copyright box on top of the paper), as well as the ISSN (1135-1349) and the official web-site: **<http://www.sorites.org>**, or a mirror thereof such as **<http://www.sorites.info>**.
- [iv] When the quotation takes place in an electronic medium, a link to the **SORITES** site (or a mirror thereof) is also imperative.

Art.12.—

- (1) Any use of copies or partial copies of an Issue of the *SORITES* journal, or of papers therein included, not permitted in this Charter will be a violation of the contributors' and the publisher's intellectual property.
- (2) Distribution of copies of detached papers without the author's consent is hereby prohibited unless pursuant to Art.09[3].
- (3) Derivative works are unlawful, except in so much as they are provided by Art.09[3].
- (4) Shortening, abridgment or truncation is only licit as provided either by Art.09[3] or else by fair use terms in accordance with intellectual property legislation.
- (5) In any case, the two following activities are absolutely forbidden: 1. change of words or any other semantic or syntactic alteration; 2. false, faulty, obscured or disingenuous attribution.
- (6) The **SORITES** team reserves the right to sue malicious or reckless transgressors of this Charter as culprits of plagiarism, forgery or other misdemeanours, requesting both compensatory and punitive remedies. It also reserves the right to publicly denounce serious copyright violations.

Art.13.—

- [i] Any Material displayed at the **SORITES** site, including issues of the *SORITES* journal, is provided *as is*, without any guarantee of any kind.
- [ii] While the **SORITES** team tries to ensure the correctness of all the content it publishes, it makes no representation or warranty as to the accuracy, completeness or fitness for any purpose of such a content and — to the maximum extent allowed by law — disclaims any pledges or assurances, whether express or implied, to the effect that any published material is free of defects or non-infringing.
- [iii] By furnishing those documents, the **SORITES** team does not underwrite any commitment except in so much as explicitly espoused in the present Charter.
- [iv] Any views expressed in papers published in **SORITES** are the opinions of the contributors and not those of the **SORITES** team. The publisher disowns being answerable for the contributors' ideas or arguments.

Art.14.— Under no circumstances and under no legal theory shall the **SORITES** team, or any contributor or supplier of **SORITES**, be liable to any person for any indirect, special, incidental or consequential damages for loss of good will, mistaken belief, confusion, delusion or any and all other damages or losses suffered as a result of downloading, reading, or using any materials retrieved from the **SORITES** site or included in any Issue of the *SORITES* journal. The user assumes, at their sole risk, full responsibility for relying upon any opinion or information contained in any material published or displayed by **SORITES**.

Art.15.—

- [i] By opening, accessing, downloading, storing, reading or in any other way using any material offered at the **SORITES** site or any part thereof, readers enter into a synallagmatic contract with the **SORITES** team binding themselves to full acceptance of the above stipulations. Breach of any of those provisions entails automatic forfeiture of all rights derived from this Charter and termination of the contract.
- [ii] If, upon downloading or storing a file containing an Issue of the *SORITES* journal or a part thereof, or receiving an electronic or printed copy thereof, or any other material obtained from the **SORITES** site, a reader fails to assent to the conditions stipulated in this Charter, he or she is obliged to immediately discontinue reading, storing, sharing or using the material in any way.
- [iii] In the event of such a termination, though, third-party rights derived from usage prior to the termination will survive.
- [iv] Readers to whom previous versions of this Charter bestowed rights in excess of those granted here, or subject to less stringent conditions, may continue enjoying those rights.
- [v] The **SORITES** team will revise this Charter at its sole discretion. Acquired rights will endure, though.
- [vi] In the event that there exists any inconsistency between this Charter and legal commandments, the latter will take precedence.

[vii] If a reader cannot satisfy simultaneously the duties under this Charter and commitments stemming from custom, contract of other sources, they must either extricate themselves from those commitments or else refrain from accessing **SORITES** and from using any material released by the **SORITES** site.

[viii] This Charter is the complete and exclusive agreement between the **SORITES** team, its contributors, and its readers which supersedes any proposal or prior deal, oral or written, and any other communication relating to the subject matter of this Charter.

Art.16.— Rights granted in this Charter are contingent upon third-party intellectual-property claims.

Art.17.— In compliance with Spanish Law, all issues of the *SORITES* journal are legally registered, electronic copies being deposited with the competent authorities, namely the Legal-Deposit office of the Autonomous Community of Madrid (Registration: M 14867-1995.)

Art.18.— Although a mirror of **SORITES** is displayed at the internet host <www.ifs.csic.es/sorites/> belonging to the Spanish Academy of Sciences, or C.S.I.C., thanks to a permission graciously given by the system's administrators, the journal is not sponsored or endorsed by that institution, the only owner and publisher being the **SORITES** team.

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<<http://sorites.org/charter.htm>>