

Enabling Smaller Independent Publishers to Participate in OA Agreements

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Association of Learned
and Professional
Society Publishers



Plan S

Making full & immediate
Open Access a reality

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THE CHALLENGES FOR SMALLER INDEPENDENT PUBLISHERS

[An Information Power Limited report](#) published in June 2021, [How to enable Smaller Independent Publishers to participate in OA agreements](#), identified the many challenges that smaller independent publishers¹ face in transitioning to open access agreements with libraries. When transitioning fully to open access a single agreement with an institution is much easier for a smaller independent publisher to administer than multiple article transactions, but they lack the diverse revenue streams, resources, and scale of the largest publishers. Libraries and consortia also face capacity challenges as they seek to increase the number and range of publishers with whom they deal direct. In order to be inclusive and enable diversity in the research information landscape to flourish, it is essential to develop and implement shared standards. The report recommended active cross-stakeholder alignment focused on enabling these smaller independent publishers to transition successfully.

¹ We use the term 'smaller independent publishers' to mean society publishers without a larger publishing partner, university presses, library presses, and small independent presses. We encourage societies partnered with larger publishers to consider and discuss these principles. We invite larger publishers that host society journals to subscribe to these principles.

STAKEHOLDER ALIGNMENT

In November 2021, four working groups were established, working under the auspices of the Association of Learned and Professional Society Publishers (ALPSP) and cOAlition S. The members of these groups were drawn from stakeholder communities including libraries, library consortia, smaller independent publishers, and intermediaries. The groups developed shared principles, example agreements, and a data template to enable smaller independent publishers to reach open access agreements with library consortia and libraries. They recognized that the implementation of a transformative agreement crosses a complex ecosystem of technology, processes, policies, automated functions, and manual functions that relate to contract management, article submission and peer review, content hosting and dissemination, and financial management. For this reason, they also produce a workflow framework that describes the process in all its phases.

PRINCIPLES FOR OPEN ACCESS AGREEMENTS WITH SMALLER INDEPENDENT PUBLISHERS

The principles are designed primarily with journals in mind and:

- Are for those publishers, libraries, and consortia that want to move forward more quickly together by starting with a shared understanding of what they are setting out to achieve and how they will work together.
- Remove the need for authors to pay Article Processing Charges or other transactional charges for their open access publishing.
- Can underpin a range of transitional arrangements including for example Read and Publish transformative agreements or Subscribe to Open arrangements.
- Are designed for use by smaller independent publishers, libraries, and consortia in all parts of the world.

The principles are supported by practical tools that assist in their implementation. They can foster a relationship of trust between stakeholders. If widely adopted without customizations they provide smaller independent publishers, libraries, and consortia with a more equitable transition path to full open access.

The principles are intended to be a living document, reflecting the world as it is today, and refreshed periodically by stakeholders convened under the auspices of ALPSP and OA 2020. We recognize that the world is changing rapidly, and needs to continue to change in order to increase equity and achieve a full transition to open access. This process will enable the principles to provide a flexible framework in which stakeholders can work well together.

One of the challenges encountered in producing these first principles was the issue of APCs in the wild, i.e., open access article processing charges paid for in the past directly by authors from budgets outside the scope and control of libraries. From the perspective of a smaller independent publisher, the most practical way to reach a first agreement is to move forward based on current expenditure. In this case, overall institutional expenditure to the publisher should be neutral or lower than it currently spends on subscriptions and on fees for open access publishing services and any other existing publishing expenditure combined. From the perspective of a library or consortium, it may be very challenging indeed to provide the same revenue for the publisher without recourse to budgets

held elsewhere in the institution. We encourage open discussion between the parties as pragmatic solutions are found for this shared challenge.

Access to research benefits not only authors but learners, readers, and research institutions as well as charitable, government, and private sectors around the world. By implementing shared standards for transformative arrangements, smaller independent publishers, libraries, and consortia can accelerate the transition to open access and maximize these benefits.

PRICE AND COST ALLOCATION PRINCIPLES

1. Prices should be fair, reasonable, and reflect the range of services provided to authors, institutions, and readers.
2. Renewal proposals may include a reasonable inflation-linked price increase. 3. There should be differential prices, in recognition that wealth is distributed unevenly. For example, differential geographic pricing is based on transparent metrics such as PPP. Provision should be made for those who cannot afford to pay anything at all.
3. If the agreement is with a consortium, the consortium is free to allocate the total cost amongst members in whatever way it chooses.
4. Prices for publishing services in the initial agreement should be based on article numbers published in preceding years and forward projections based on actual data.
5. Agreements should include risk-sharing for both parties around future changes in article volumes and provide predictability for future pricing.
6. If a library or consortium has an agreement that covers an author, the publisher should not charge the author or their institution any further publishing fees.
7. Libraries and consortia seek transparency around prices and services. The Plan S price transparency requirements are the emerging standard in this area, and all parties are strongly encouraged to align with these.

PRINCIPLES FOR OPEN ACCESS

1. There should be an explicit acknowledgment that the agreement is a mechanism for transition with the aim for the publisher to shift their portfolio to full open access over time.
2. The term of the agreement should ideally be two years or longer, to minimize the administrative burden on both parties.
3. The agreement should cover open access publishing services and reading services (if any content is paywalled).

4. Authors should retain copyright in their works.
5. All eligible authors within an institution or consortium should receive unlimited open access publishing with no caps on article number in titles covered by the agreement.
6. Eligible authors are corresponding authors affiliated with the paying institution, and who acknowledge their institutional affiliation in the article.
7. If, in exceptional circumstances, the parties agree on a cap on the number of articles to be published open access, authors should be able to make their accepted manuscripts available with no embargo and under a license that allows reuse by all, in perpetuity, such as those endorsed by Plan S. 16. Articles should be published open access, immediately and in perpetuity, under a CC-BY or other Plan S compliant license.
8. The publisher should provide perpetual post-termination access to read the content published during the term of this and preceding agreements. This does not include discrete digitized backfiles paid for under a separate license agreement.
9. The parties should publicly share the agreement via (amongst others) the ESAC Registry.
10. Common standards should be used for identifying authors (e.g. ORCIDs), funders (e.g. Funder ID), and institutions (e.g. RORs).
11. The agreement should set out the reporting requirements which will enable the parties to evaluate the agreement.

DATA TEMPLATE

Data used in several ways for OA agreements. For example:

By libraries/consortia to:

- Evaluate offers
- Compare offers

By smaller independent publishers to:

- Present proposals
- Present renewal proposals
- Report on agreements

A data template was crafted by a task and finish group of librarians and publishers.

Their aim was to move quickly to craft a simple data template to inform negotiations between libraries/consortia and smaller independent publishers.

We surveyed the community, via our own networks and some key listservs, and liaised with organizations such as Jisc and the OA Switchboard.

Survey responses confirmed that providing data to inform negotiations is a significant pain point for smaller independent publishers. Libraries/consortia were asked if they would accept a standard core of data that included only 1) current subscription fees, 2) a DOI for each article published by an affiliated corresponding author broken down by institution and year, and 3) the APC paid for each article, if any. The answer was no, and in descending order the following additional data was desired by customers:

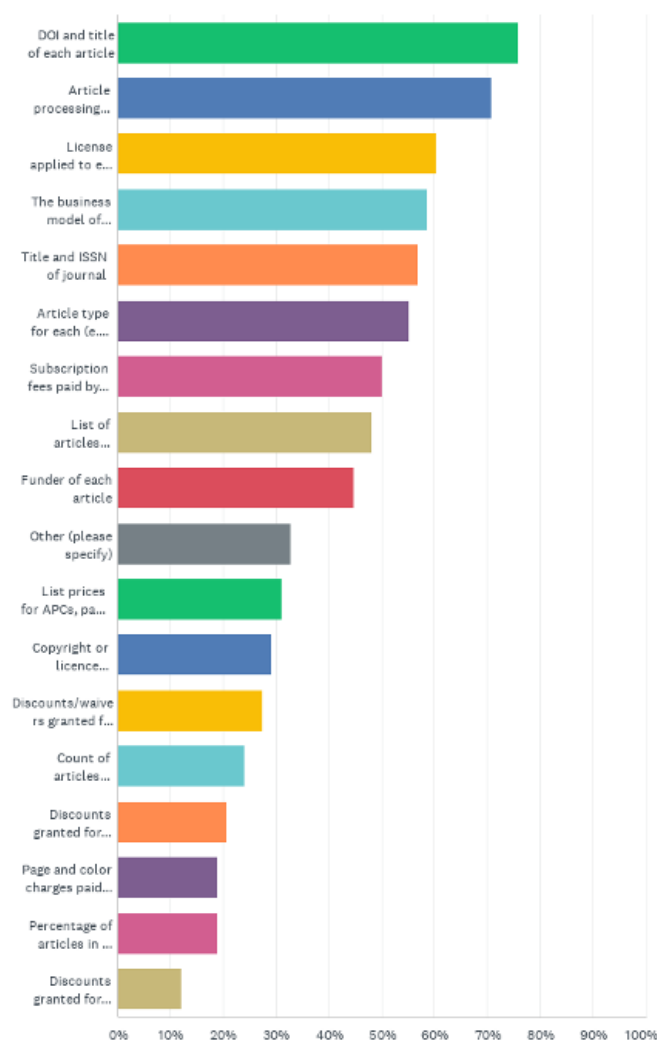


Figure 1 – based on the responses to our survey, the first nine of these requests have been included in our data template (i.e. all the additional requests supported by more than 40% of respondents). Article type has been made desirable rather than mandatory, as there is variation across disciplines about this and no controlled vocabulary on which to rely.

In evolving the data template, we have included the identified core of data plus additional data points identified by 40% of customer respondents as important as required and other data points as desired. We excluded desired data if we were aware of other free sources of the information (e.g. the new Plan S price transparency service that will provide insight into publisher list prices).

We also note that a key challenge recurred again and again in responses, and this was the difficulty all stakeholders have in handling the OA arrangements for articles with multiple corresponding authors from multiple institutions. It is quite unclear where invoices should be sent, and under which institution's OA agreement the article might fall. This is an important issue, but one that cannot be solved through a data template, and so was out of scope for the current exercise.

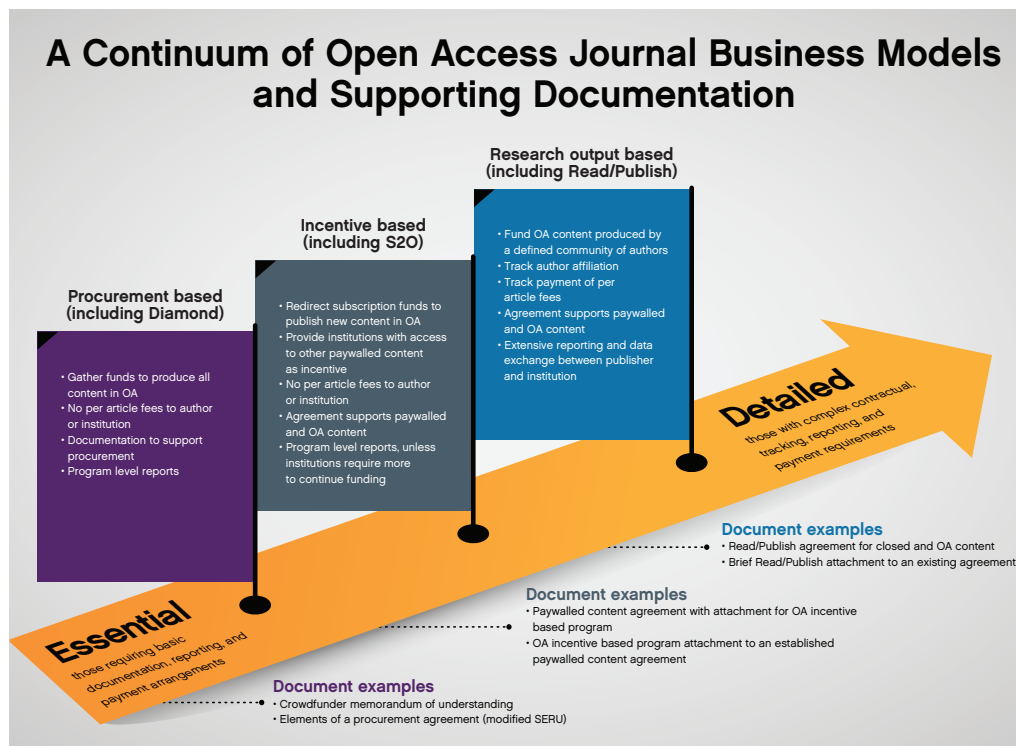
To produce the SPA OPS 3.0 data template, we worked from existing templates — notably the SPA OPS 1.0 template, and Jisc reporting templates for its OA agreements with publishers — and adjusted from there.

We intend for the outputs to be automatable, and hope you will find them useful.

[Download the Data Template](#)

EXAMPLE LICENSES

The licensing working group was tasked to update a model license for open access agreements. However, the group decided that a ‘One Size Fits All’ approach is impractical and ineffective, and instead opted to create a wider range of tools to support the continuum of models. These example model license agreements mean that organizations will not have to start from scratch. Some consortia already have a standard model license agreement, and so example addendums were created, which can be incorporated for OA or S2O agreements. They also created an example template for crowd-funded initiatives and a SERU-type modified checklist to satisfy basic procurement requirements.



Six example agreements are available to support different business models for OA agreements and different standard practices of libraries and consortia.

[Example OA Licenses Agreement](#) — for Read & Publish agreements. This is based on the SPA-OPS Model License, which was based on the Jisc Model License.

[Example OA Licenses Addendum](#) — for Read & Publish agreements that can be included in a model license.

[Example Subscribe to Open License Agreement](#) –for S2O agreements, with optional clauses for reporting if that is required. This is based on the SPA-OPS Model License, which was based on the Jisc Model License.

[Example Subscribe to Open Addendum](#) — for S2O agreements that can be included in a model license.

[Example Crowdfunder Participation Agreement](#) — for community-led Open Access investment programs.

[Example Elements of a Procurement Agreement](#) – this is a light touch, [SERU](#) style, an agreement that publishers, consortia, and libraries can use if a negotiated license is not a requirement.

WORKFLOW

Scholarly publishing is in transition from business models based on access provision (subscriptions) to an open access paradigm based on the provision of publishing services. This transition touches not only the business relationship between publishers and libraries/consortia on behalf of their authors, but all checkpoints and phases of the publishing cycle in fulfillment of the open access publishing agreements they conclude together.

The realization of a transformative deal can be a complex and time-consuming process. Success is not only determined based on the results of the negotiation process, but also in the execution of the contract. To help all parties involved in this journey, this document describes the process in all its phases from initial contact to signing the agreement and from the implementation of an approval process to monitoring and evaluating the fulfillment of the contract. Roles are identified as well as key information that is needed during the process.

Because there is no one route to success and the starting point for every publisher, consortium and institution is different, this document can best be used as a reference, to inform best practices for planning and implementing open access agreement workflows. It aims to create a shared perception of all elements that can be addressed and implemented without defining prescriptive specifications upfront.

Our overview and detailed documentation describe an idealized workflow to underpin Read & Publishing agreements, and as such implementing it in full may be challenging. However, we feel that sharing this is an important step toward automation which will be essential to encourage smaller independent publishers to consider developing such agreements. This is the first publicly available complete workflow that we are aware of as other existing workflows are proprietary. We intend this open workflow to be useful in stimulating discussion about how it can be implemented by system vendors of various kinds, and how it can be further simplified or aspects of it prioritized.

[Download the Workflow](#)

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