

Recommendations for Transformative Journal Agreements with Providers of Publishing Services

Guidelines of the priority initiative “Digital Information” of the Alliance of Science Organisations in Germany, against the background of the implementation of the Open Access Strategy 2021–2025 of the Alliance of Science Organisations in Germany

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Introduction

With its internal Open Access Strategy 2021–2025, the Alliance of Science Organisations in Germany provides a framework to further shape the process of transforming the scholarly publishing system to open access.

The Alliance’s main aim is to create and design structures in publishing that benefit science. As key challenges of the transformation, the science organizations have identified the following aspects that need to be addressed:

- the transformational effectiveness of future transformative agreements, and the prevention of long-term “double dipping”
- the avoidance of excessive cost increases for open access, and of complexity or lack of transparency of pricing structures
- the consideration and reduction of increases in administrative complexity
- the possible exacerbation of vendor lock-in by new services and tools of the same provider, and the consideration of this situation when making investment decisions
- measures against the impairment of researchers’ informational self-determination in the digital space

To implement the Open Access Strategy 2021–2025, four measures intended to shape the open access transformation in Germany were defined.

The present criteria have been developed within the framework of the measure “Further Design and Implementation of the Transformation of the Content of Commercial Providers.” With this measure, the science organizations are pursuing the aim of reducing costs and improving the conditions for specialized scientific information within the framework of contractual agreements with providers of publishing services. Thus, the criteria formulated here will serve in the future as a common, action-guiding framework for actors from all science organizations—that is, higher education institutions as well as non-university research institutions—for negotiations with providers of publishing services. The call for the greatest possible cost transparency and cost efficiency in the system as a whole forms the core of the actions of the science organizations in the context of their Open Access Strategy 2021–2025.

The criteria presented below focus on transformative agreements with providers of publishing services. These agreements regulate subscriptions and open access in a common framework; their purpose is to enable a rapid and irreversible departure from the subscription model at a global level, and to promote the financial and operational changes necessary for switching to open access publishing. Transformative agreements are not permanent in nature. They not only serve to agree on open access publishing rights; at the same time, the aspiration is also to achieve the greatest possible cost transparency and cost efficiency. The goal is to switch to a pricing model that is based on the volume of publications of the participating institutions, and that also enables institutions with a high publication output to participate in such agreements.

The criteria also prepare the ground for the development of transparent quality standards and service levels proposed by the German Science and Humanities Council in order to

enable a comparison of the services of providers of publishing services and to contribute to greater cost efficiency.¹

To strengthen the negotiating position of science organizations, and to advance the transformation to open access, agreements with providers of publishing services will where possible always be concluded in national consortia (e.g., through DEAL or the members of Forum 13+) on the basis of the present criteria. The further development of these criteria is scheduled to take place in 2024.

The science organizations define transformative agreements as a temporary type of agreement; at the same time, they aspire to eventually replace transformative agreements as an agreement type. In parallel with the application of the present criteria, it is necessary to develop in a timely manner strategies for their application (incl. escalation procedures) that take into account the need for the reliable provision of specialized scientific information.

The present criteria give scientific institutions and libraries a coordinated framework for action to implement the Open Access Strategy in the science organizations. They are organized into the following aspects: journal transformation; pricing; transparency; workflow; preprints; metadata and interfaces; statistics; tracking; and waivers.

Specific Criteria for Transformative Agreements

In the following, central criteria for transformative agreements will be formulated. These criteria are consistent with the “Spektrum zur Bewertung von Open Access-Transformationsverträgen und Verlagsangeboten” [Spectrum for Evaluating Open Access Transformative Agreements and Publisher Proposals] produced by the initiative Forum13+,² and with the overview “How transformative is it?”³ in the “ESAC Reference Guide for Transformative Agreements.”⁴

Transformation

- In agreements, it should be agreed that
 - preferably all journals in the publisher’s portfolio will be included;
 - in relation to the overall portfolio, no additional publishing fees (e.g., page charges or color charges) will be levied;
 - it will be made known to the participating institutions whether, and if applicable under what framework conditions, a complete conversion of the journals to open access is aspired to. To that end, transparent information will be made available to the public, for example, in an annual report about the status and success of the open access transformation at the provider of publishing services.⁵

¹ German Science and Humanities Council (2022): Recommendations on the Transformation of Academic Publishing: Towards Open Access. <https://doi.org/10.57674/ogtq-b603>

² See: <https://doi.org/10.3249/ugoe-publ-12>

³ See: https://esac-initiative.org/wp-content/uploads/2021/12/ESAC_HowTransformativeIsIt_Dec2021.pdf (accessed on March 3, 2022).

⁴ See: <https://esac-initiative.org/about/transformative-agreements/reference-guide/> (accessed on March 3, 2022).

⁵ See also the criteria under “Pricing.”

- targets for the implementation of the transformation of individual journals covered by the agreement will be made known to the participating institutions. For this purpose, the provider of publishing services will make verifiable statements about the rate of conversion to genuinely open access publications during the term of the agreement.
- the licensors will be the publishing authors, the articles will be published under a Creative Commons CC BY license or a more liberal license, and the metadata will be made openly accessible under a CCo 1.0 Universal (CCo 1.0) Public Domain Dedication license.⁶

Pricing

- In agreements, it should be agreed that
 - the overall costs of a transformative agreement in the first round will not exceed the previous level of expenditure on the part of existing consortia, and the local licenses for subscriptions;
 - financial risks that may arise from fluctuations in the annual volume of publications and/or from changes in the portfolio of journal titles will not be unilaterally at the expense of/borne by the consortium, or that capping mechanisms for the development of costs will be included;
 - prices and price development will be transparent in accordance with one of the “Plan S Price Transparency Frameworks,”⁷ and will ideally be made public (e.g., via a journal comparison service);
 - the price level, development, and conditions within the framework of a transformative agreement will be transparently and clearly communicated to publishing authors at the time of submission of a manuscript.

Transparency

- In agreements, it should be agreed that
 - agreements will not contain any non-disclosure agreements, so that participating institutions will be able to make agreements openly accessible;
 - the agreement will be registered with the ESAC Registry;
 - once every agreement year, participating institutions will be informed in a machine-readable report of the revenue from the reading and publication components (broken down by the number of publications and the proportion of open access articles per journal), and that they may publish this information (e.g., in OpenAPC);
 - at the time of submission of a manuscript, publishing authors will be transparently informed about the services rendered within the framework of an agreement;
 - the standards of the Committee on Publication Ethics (COPE)⁸ and the Open Access Scholarly Publishers Association (OASPA)⁹ will be adhered to.

⁶ Especially by participating in the Initiative for Open Citations (I4OC) and the Initiative for Open Abstracts (I4OA).

⁷ See: <https://www.coalition-s.org/price-and-service-transparency-frameworks/> (accessed on March 3, 2022).

⁸ See: <https://publicationethics.org/> (accessed on March 3, 2022).

⁹ See OASPA’s “Membership Criteria” at: <https://oaspa.org/membership/membership-criteria> (accessed on March 3, 2022).

Workflow

- In agreements, it should be agreed that
 - the publishing authors of the participating institutions will be identified as part of the submission and publication processes, so that assignment to persons and institutions in publications and metadata will be possible before and after publication;
 - persistent identifiers—such as DOIs for articles, ORCID iDs for the identification of authors, and ROR IDs for the identification of institutions—will be used, and that they will be displayed in machine-readable form in the publications and their metadata;
 - participating institutions will be able to verify the identified and assigned authors as members of their institutions. This process will take place at the institution’s choice via a dashboard made available by the provider of publishing services or via a product of a third-party provider (on the basis of standardized interfaces). To carry out the verification, the participating institution will be granted a period of at least 14 days after submission.
 - before publication of a submitted article, participating institutions will receive the following information via the dashboard made available by the provider of publishing services or via a standardized interface (API):
 - the metadata and status of all publications of the authors of the participating institution;
 - the costs of the publications for the participating institution broken down according to key parameters (e.g., possible opt-out articles).
 - it will be possible to efficiently organize publication and cost management at the participating institutions, by virtue of the fact that:
 - the DOI of a publication (incl. metadata) will be registered with Crossref on acceptance and that all co-authors and their institution(s) will be informed of this DOI;
 - the institutions, funding organizations, and project identifiers in the article and the metadata are machine-readable (inter alia, by using the Crossref Funder Registry);
 - the licensing conditions in the article and the metadata are machine-readable (inter alia, by using the Crossref metadata LicenseRef);
 - the retrospective conversion of possible opt-out articles to open access is possible in an uncomplicated procedure at any time and without limitations.
 - invoice data at the level of the participating institutions will be made available in a machine-readable format;
 - a monthly report of article-level metadata will be made available for all articles published by authors of the participating institutions;
 - information about the transformation of subscription journals will be made available at the time of conversion at the latest.

Preprints

- In agreements, it should be agreed that before acceptance of articles by the journals covered by the agreement, the authors of a participating institution may make preprints of these articles openly accessible.

Further Criteria

To complement the “Positions on Creating an Open Access Publication Market Which is Scholarly Adequate,”¹⁰ further criteria are highlighted below:

Quality Assurance

- In agreements, it should be agreed that
 - suitable and recognized quality assurance procedures will be applied;
 - the further development of quality assurance (e.g., within the framework of open peer review procedures) will be promoted;
 - supplementary material of an article (e.g., research data, software, and descriptions of the methods used), if available, will be made openly accessible using persistent identifier systems, and will be linked to the article. Publicly operated repositories that ensure permanent access to supplementary materials should be used for this purpose.¹¹

Access Rights for Archival Content

- In agreements, it should be agreed that
 - free access for all authorized institutions to the archives that arise in this way on the servers of the provider of publishing services will be included in the price—generally for an indefinite period of time.

Metadata and Interfaces

- In agreements, it should be agreed that
 - publications will be made available as HTML, PDF/A, and XML (using the Journal Article Tag Suite—JATS¹²);
 - the SWORD protocol¹³ will be supported;
 - publications and metadata will be delivered to DeepGreen.¹⁴

¹⁰ Bruch et al. (2015). Positions on Creating an Open Access Publication Market Which Is Scholarly Adequate. <https://doi.org/10.2312/allianzoa.009>

¹¹ A selection of such repositories can be found in re3data – Registry of Research Data Repositories. See: <https://www.re3data.org> (accessed on March 3, 2022.)

¹² <https://jats.nlm.nih.gov/> (Accessed on March 3, 2022.)

¹³ <https://sword.cottagelabs.com> (Accessed on March 3, 2022.)

¹⁴ <https://deepgreen.kobv.de/de/deepgreen/> (Accessed on March 3, 2022.)

Statistics

- In agreements, it should be agreed that
 - article-level access statistics will be made available for free reuse in a transparent and standardized form, for example, as part of article-level metrics (ALM);
 - it will be ensured within the framework of COUNTER certification¹⁵ that title-level usage data will be transparent, clear, and reusable.

Tracking

- In agreements, it should be agreed that
 - tracking applications on the publisher's platform, if used, will not affect the informational self-determination of the publishing authors;
 - tracking applications on the publisher's platform, if used, will always be designed in such a way that they comply with the GDPR;
 - the use of publications outside the publisher's platform will exclude any tracking;
 - participating institutions will be fully informed of possible tracking procedures (their parameters and intended purposes) prior to conclusion of the agreement;
 - participating institutions will be informed without delay of changes in the tracking applications, if used.

Waivers

- In agreements, it should be agreed that
 - authors who work under the financial conditions of developing or emerging countries¹⁶ will not face hurdles when publishing in journals covered by the agreement (e.g., through a publishing charge waiver). The implementation of such a waiver policy will be publicly reported in an annual report.

¹⁵ <https://www.projectcounter.org/> (Accessed on March 3, 2022.)

¹⁶ Defined according to the World Bank classification of low income countries and lower middle income countries. See <https://data.worldbank.org/income-level/low-income> and <https://data.worldbank.org/income-level/lower-middle-income> (accessed on March 3, 2022).

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