

Transformative Agreements Report

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Executive summary

Transformative agreements are agreements between libraries and publishers that move away from subscription-based reading towards subscription-based publishing. The goal of these agreements is to use the current subscription model to increase the percentage of articles published open access over time without having to bring in more money from outside the system. They are often called offsetting agreements because, as the price for reading decreases (as more content becomes open access), the price for publishing increases and publishers use the former to offset the latter. Therefore, they are temporary agreements, putting a publisher on the path to open access. What kinds of agreements may replace transformative agreements after open access is achieved is still unknown.

These offsetting agreements usually come in one of two forms: Read and Publish (RAP) and Publish and Read (PAR). RAP agreements include terms on what publisher content an institution can access and what the institution's authors can publish open access. The institution is charged one amount for the content being accessed and a separate amount for the content being published open access. PAR agreements include terms on what publisher content an institution can access and what the institution's authors can publish open access. The institution is charged one amount for the content being published open access, and read access is included in this cost.

There are two other models which are similar to transformative agreements but without the offsetting component: Pure Publish (PP) and Subscribe to Open (S2O). The PP model is when all articles published by a publisher are open access. These agreements include terms on what the institution's authors can publish open access. Since all articles are open access there are no terms or costs for access; cost is based on publishing only. The S2O model asks subscribing institutions to continue to subscribe, but instead of subscribing to access current content, they are subscribing to make that current year's content fully open access for everyone.

While there are pros and cons for each type, transformative agreements, as brokered by large publishers in conversation with large universities and consortia, position open access to knowledge as a promise to be accomplished by means of author/article processing charges, without examining the true costs of publishing and appropriate compensation for intellectual labour. They maintain current power structures and barriers, where vendors retain control of the bulk of intellectual property and infrastructure, without giving libraries any additional leverage to reduce costs – indeed, bargaining power is already minimized by the needs of researchers to publish in venues that meet the demands of their research evaluation frameworks. There are also still significant unanswered questions surrounding transformative agreements, mostly around costs and what their future states will look like. Therefore, choosing to sign a transformative – or any non-traditional agreement – requires thoughtful assessment of the proposed terms. Criteria has been provided in Appendix A to assist with this assessment.

In addition, this report recommends other options to support positive change in scholarly publishing such as continuing to invest in community or non-profit owned open access infrastructure, investigating unbundling big deals, working with the larger campus community to change the way scholars are evaluated, and developing an Open Access Strategy for Waterloo. A comprehensive strategy with buy-in at all levels of the University would help us choose the best paths towards open access.

For a list of all recommendations in this report please refer to Appendix B. Key recommendations include:

- The Library should work with campus to create an open access strategy for Waterloo, with buy-in from all stakeholders.
 - To support these conversations and ensure consistency in messaging, the Library should create talking points for guidance.
- Transformative agreements are meant to be temporary and a means to an end. They should put us on a path to meeting the Library's publishing, accessing, and open access goals. The Library should identify, detail, and prioritize our goals within the overarching open access strategy.
- The strategy must include other mechanisms to achieve these goals, not just rely on transformative agreements.
- Exploration of cost sharing mechanisms need to happen at the consortial and university levels.
- Wider campus conversations are needed to raise awareness and encourage change in the campus community on research.
- Author education should be centered on access to research and author rights (how open access benefits them, the university, and the wider community).

Appendix C provides a list of websites and initiatives that contain up-to-date information about the changing transformative agreement landscape. See Appendix D for the OA Models Infographic, which provides an overview of the different types of OA models used across the transformative agreement landscape.

Transforming Access from Closed to Open

Introduction

The transition to open access, which began in the early 21st century, is ongoing and continues to pose problems. Nkoudou writes that “twenty years into the twenty-first century, it must regrettably be admitted that open access (OA) has not fulfilled the lofty ambitions set out in the Budapest Open Access Initiative in 2002.”¹ Similarly, Byron Russell states that “at the recent OASPA conference in Copenhagen, there was almost universal concern that the transition to open access publication of research as posited by initiatives such as Plan S and Horizon 2020 was progressing too slowly; impeded by lack of awareness and importance by authors and researchers, and questions from publishers about long term sustainability and the appropriacy of business models such as author processing charges (APCs).”²

According to SPARC, “Open Access is the free, immediate, online availability of research articles coupled with the rights to use these articles fully in the digital environment. Open Access ensures that anyone can access and use these results—to turn ideas into industries and breakthroughs into better lives.”³ It can be difficult to estimate Waterloo’s current contribution to open access but, in addition to contributing financially to OA infrastructure initiatives (such as Open Citations) and a choreographed shift model (SCOAP³) some of our authors do choose to make their research OA. Data from Library estimates of APCs paid by Waterloo authors indicate that out of the approximately 18,000 articles published by Waterloo authors between 2013 and 2018 about 15% were gold or hybrid OA (an APC was paid to make it open access immediately) and 21% were green or bronze (it was made open for free sometime after publication).⁴ It is necessary to investigate all possible mechanisms for achieving OA so that Waterloo can provide meaningful support in this area.

Numerous competing solutions to achieving open access exist, each with its own merits. Russell claims, however, that transformative agreements (TAs) may be the best solution, saying, “transformative models, which repurpose *existing* institutional spend with publishers in order to move them away from paywalled content to an OA model, are widely viewed as the most promising. The key benefit is that they offer a predictable, sustainable funding stream for authors and publishers.” He goes on to highlight the advantage of consortial transformative agreements, stating that “as libraries and library consortia provide publishers with most of their subscription income in any case, it makes sense for such funds to be used to ‘open up’ content – and in theory it is far easier for publishers to administer consortium agreements rather than thousands of APC micro-payments.”⁵

Definitions

It can be difficult to find a common understanding on what exactly constitutes a transformative agreement, but there are two definitions often cited in the literature. A 2019 primer on TAs from Lisa Hinchliffe states that “a contract is a transformative agreement if it seeks to shift the contracted payment from a library or group of libraries to a publisher away from subscription-based reading and towards open access publishing.” While the Efficiency and Standards for Article Charges (ESAC) initiative

¹ Nkoudou (2020)

² Russell (2019)

³ SPARC (2021f)

⁴ This project was completed in 2019 by Waterloo’s Digital Repositories Librarian (Jordan Hale) and Library Information Technology Specialist/Developer (Chris Gray)

⁵ Russell (2019)

describes a transformative agreement as “negotiated between institutions (libraries, national and regional consortia) and publishers in which former subscription expenditures are repurposed to support open access publishing of the negotiating institutions’ authors.” The commonality between the two is that under a TA, a library or group of libraries will pay less to access or read a publisher’s content and more to allow their authors to publish their articles OA.

Another important component is that, in Hinchliffe’s words, “transformative agreements are transitional in that they seek a pathway for a shift away from payment to read and toward payment to publish.” Therefore, any transformative agreement the library signs is temporary, and the agreement should put the publisher on a path to being fully open access. The path can vary, and the end state is not always clear. As such, any transformative agreement a library signs should fit within their larger open-access strategy.

There was some uncertainty, while researching for and compiling this report, on how useful it is to split transformative agreements apart from other non-traditional agreements working towards OA and to only discuss the former. For the purposes of this report, the term transformative agreements will refer to agreements that move from subscription-based reading to subscription-based publishing. These are also often called offsetting agreements because they “explicitly link subscription and APCs” and use the former to offset the latter.⁶ However, the report also attempts to provide a fuller picture of the landscape and touches on the types of agreements between libraries and publishers which intend to increase OA publications in ways that don’t perfectly fit this description.

Goals

Whether TAs are able to fulfill their promise of open access publishing, and whether they are able to do so using means that libraries find acceptable, are ongoing questions. While transformative agreements are viewed as a transitional step to a full open-access model, this change may not work in practice. Earney, for example, notes that while the quantity of open-access material published grows annually, so too does the amount of subscription material, thus, any growth in open access is more than offset by publishing through the existing model.⁷ He later emphasises his skepticism of these agreements, saying “the case for offsetting agreements is clearly far from proven. Such agreements have significant problems associated with them and they can undoubtedly provoke strong reactions.”⁸

Sweden, an early adopter of TAs, was able to achieve 75% open access for articles published by authors at their universities.⁹ This is a shortfall of the 100% goal and did come with increased costs. They have since decided to establish 2024 as the end date for their transition period. To shape what comes after 2024, interested parties in Sweden have formed the “Beyond the Transformative agreements” strategic group. If the work that comes out of this strategy group helps to establish full OA, and if there’s evidence that TAs helped move that work forward, then perhaps that is proof that TAs work. The earliest we’re likely to know is 2025.

⁶ Earney (2017)

⁷ Earney (2017)

⁸ Earney (2017)

⁹ Widmark (2021)

Participation in transformative agreements must be done with specific goals and limitations in mind. The main goal should ultimately be to end the, by definition, temporary TAs in favour of an alternative publishing arrangement which meets the library's publishing and access goals. Before moving forward with TAs a library should identify, detail, and prioritize their goals within their overarching open access strategy. Often these goals can range from eliminating APC payments from their authors' workflows, to tracking APC spend by authors, ensuring more or all the articles published by their authors are OA, maximizing return on investment, maximizing campus readership, supporting the OA movement on a larger scale, and/or controlling or reducing subscription costs.¹⁰ Once these priorities are in place, individual TAs can be scrutinized to determine which, if any, will help the Library meet its goals. The criteria listed in Appendix A could be used to assess any transformative agreement's potential for meeting these goals. The Library might then use the time spent under a TA to explore breaking out of the big deal with the publisher or to explore funding of alternate open scholarly publishing mechanisms.

Transformative Agreement Types

Transformative agreements are diverse in their methods. So much so that openness varies both between and within model types. Indeed, the delta between some agreements within a model can be greater than the delta between agreements that technically fall into different categories. The model types identified within this report are Read and Publish (RAP) and Publish and Read (PAR). The agreements within these types can be classified, according to Borrego, Anglada, and Abadal, as pre-transformative, partially transformative, and fully transformative. In their words, pre-transformative agreements "are traditional subscription licences which, besides granting online access to the publisher's bundle of journals, make a provision for OA publication." Partially transformative agreements are "those agreements whose cost differentiates between a read fee and a publish fee to cover the APCs of a certain number of articles." Finally, fully transformative agreements "cover unlimited OA publication of the whole scholarly output of the subscribing institution."¹¹ The authors note the ambiguity of these distinctions which illustrates the need to move away from the 'transformative agreement' conversations and focus on the benefits and issues of individual agreements.

RAP and PAR have also been described as offsetting agreements where the payment made for an institution to publish offsets the payment they make to read and may even eliminate it entirely. These agreements are generally considered to be designed to eliminate the 'double-dipping' issue of hybrid journals.^{12,13} There is also an emerging sense that these two types of transformative agreements are more commonly used by large publishing entities who are reluctantly moving towards open models, compared to society publishers who are willing to explore innovative and more open models such as Pure Publish and Subscribe to Open. The strength of models that are more transformative is that they are more transparent by design and therefore offer more assurance of "what you see is what you get." In contrast, investigation into the models used by the larger publishers indicates that there are multiple facets that vary within the model itself. Therefore, as noted above, it is more useful to delve into how these agreements have actually been implemented in practice.

¹⁰ Farley, et al. (2021)

¹¹ Borrego, Anglada, & Abadal (2021)

¹² ESAC (2016)

¹³ Borrego, Anglada, & Abadal (2021)

Read and Publish

Read and Publish contracts are essentially subscription agreements that give an institution access to read the publisher's content and makes a provision for the institution's authors to publish open access.¹⁴ Pricing two separate costs, one for read access and one for publishing, is also included. The terms of the contract discussing publishing vary widely between agreements, but generally include:

- the journals in which authors can publish OA
 - for example: all journals, a select few, just hybrid and/or just gold, etc.,
- if publishing OA is fully free or authors pay a fee (APC) at a discounted rate
- defining the cap, if there is one, and what happens when the cap is reached
 - capping the number of articles that can be published OA on a yearly basis is common, either based on the absolute number of articles or by drawing down an APC fund
 - the cap is usually based on prior years' publishing by the institution's authors
- the journals the institution is able to access
 - the permitted use terms (linking, course reserves, text mining, etc.)
- the content available at the end of the contract (assuming it is not renewed)

Ideally, contracts should also discuss the intent of the publisher to continue to expand OA. These components, along with the other criteria listed in Appendix A, are crucial for assessing if an agreement is more or less open and determining the likelihood of uptake by authors.

Waterloo's current Sage agreement falls into the RAP model¹⁵ because access to read their content was a large part of the agreement and stipulations were made on what APCs would be covered for Waterloo authors. While there is no cap on the number of articles or a set fund for APCs, the agreement has different terms for different journals when publishing OA. Authors can publish OA in Sage Choice (hybrid) journals for free, but this requires them to choose open access within two weeks of submission or else the articles are published as closed. Authors can publish OA in gold journals but only receive a 40% discount on the journal's APC. The agreement was seen to be complex and limiting and it raises questions about the publisher's commitment to Open Access and concerns for our authors' user experience.

While the working group did not have time to review the Cambridge University Press agreement on offer to Waterloo in December 2021, it should be noted that this is another example of a RAP agreement.¹⁶

Publish and Read

Publish and Read contracts (PAR) place the focus of the contract between a publisher and an institution on what the cost is to publish the institution's authors' works on an open access basis in that publisher's journals. Payment is made for OA publishing, and read access is included in that cost.¹⁷ While there is no separate cost for read access, licensing provisions for read access still need to be included as we can assume at least some of the publisher's articles (e.g. from authors from institutions without

¹⁴ Hinchliffe (2019a)

¹⁵ CRKN (2021)

¹⁶ Shull (2021)

¹⁷ Hinchliffe (2019a)

agreements) are closed. Therefore, most negotiated elements in PAR agreements are the same as those in RAP agreements.

While the Association for Computing Machinery may purport that their new agreement does not fit nicely into these categories, it does seem that they've ended up with something similar to the PAR model.¹⁸ ACM Open is designed to move subscribing institutions away from paying for access to ACM publications to paying for publishing. During the term of the agreement all authors at a subscribing library can publish OA without a fee. Subscriber libraries are also given access to all other articles – those authored by people at institutions without an ACM Open agreement. During the time that signing ACM Open is optional, it may make sense to focus on making our research open through repositories (ACM has generous green terms and researchers in computer sciences are used to repositories like arXiv). We should talk to faculty who publish with ACM about how they would like to make their work open. If and when ACM Open becomes mandatory, there is more of an incentive for the library to sign to remove APCs from author workflow. One identified benefit in the deal is that we are given perpetual access with backfiles even if cancelled.

While the working group did not have time to review in detail the Microbiology Society agreement on offer to Waterloo in December 2021, it should be noted that this is another example of a PAR agreement.¹⁹

Terminology Distinctions

The ACM Open agreement is a good illustration of how fuzzy the terminology is around TAs. Publishers may create an offsetting agreement and call it something else, or start with an offsetting agreement and alter the details so much they end up with something not transformative per se but still non-traditional in that it moves the needle towards open access. Categorizing an agreement as a PAR or RAP may also be inconsequential from both the library and publisher perspective as long as the overall costs/payments are acceptable,²⁰ indicating that the evaluation of these agreements can only be conducted at the agreement level. A name may provide an indication of the type of considerations a reader can expect to see in an agreement, but itself is superfluous for decision-making.

Alluded to in the discussion of the goals of transformative agreements is the question: what happens when a publisher has enough agreements that the number of closed articles is zero, or close enough to zero, that the read access payments and/or licensing terms of offsetting agreements are no longer required?

One model to consider is the Pure Publish (PP) agreement, which enables an institution's authors to publish in fully open access journals.²¹ While all journals being fully open access may be the theorized transformed future state of publishers who are currently engaging in offsetting agreements, it is the current reality of born OA publishers. Whether or not PP counts as a transformative agreement is debatable. For the purposes of this report, it is being treated as distinct from offsetting agreements, yet still important to the conversation around increasing open access. Please see the Beyond

¹⁸ Anderson (2020)

¹⁹ Microbiology Society (2021)

²⁰ Hinchliffe (2019a)

²¹ Hinchliffe (2020)

Transformative Agreements section for a more detailed discussion on this and other non-traditional agreements which are vital to consider in the context of transformative agreements.

Areas of Concern

In July 2021, a group of American librarians published a list of six “myths” about transformative agreements (TAs) that raise doubt about the merits of such deals. The “myths” they debunk are that TAs will lead to an equitable scholarly publishing ecosystem, that they are a proven way to transition the system from closed to open access, that they move away from an APC model of open access, will lead to greater transparency regarding publication costs, will lead to competitive pricing, and better position libraries to negotiate.²² The authors posit that this type of deal is far from a known good, writing “the complexity of TAs obfuscates their true cost and this model’s long-term implications remain undetermined.”²³

Maintaining the Status Quo

TAs maintain the status quo, i.e. the preservation of the big deal and high expenditures with the big five publishers. The publishing oligopoly and continued consolidation mean an increase in anti-competitive tactics, including high price increases (a 528% increase from 1986 to 2015) and limited choice for purchasing content²⁴. Fred Fenter, Executive Director at Frontiers reminds us that TAs “concentrate[e] the market with publishers that are able to negotiate such agreements while libraries and researchers are not receiving real cost-savings.”²⁵ This means that current power structures are maintained, if not further reducing libraries’ power in this space.²⁶ Lawson, in a review of five offsetting agreements in the UK from 2015-2017, found that these agreements generally maintain similar costs for libraries, and that the prices libraries pay are maintained without further transparency on actual costs.²⁷ Even TAs without non-disclosure clauses still do not provide clarity on exactly what we are paying for.²⁸

Relying on Author/Article Processing Charges

Offsetting agreements typically include a direct payment for APCs and/or use a pricing structure informed by the publisher’s current APC pricing. These prices are often set by the publisher without justification or transparency. While publishers tend to treat APCs as the real cost of preparing a peer reviewed article for dissemination, it’s safe to assume that commercial publishers set APCs at a rate to ensure they meet their own revenue goals. A brief look into the ESAC²⁹ repository gave the sense that APCs are currently at the core of existing TAs, regardless of the agreement model they might be ostensibly labelled. This simultaneously reinforces APCs as the central way forward for open access and obfuscates their role.³⁰

²² Farley, et al. (2021)

²³ Farley, et al. (2021)

²⁴ Klosek (2021)

²⁵ Pool (2021)

²⁶ SPARC (2021g)

²⁷ Lawson (2013)

²⁸ Farley, et al. (2021)

²⁹ ESAC (2021)

³⁰ Farley, et al. (2021)

One of the early arguments for the APC model was that it places control in the hands of the producers of the content, the researchers, who would be motivated by market forces to choose journals with lower priced APCs.³¹ Khoo's study of 319 journals published by major open-access only publishers demonstrated that "higher APCs are associated with higher article volumes. These findings suggest that authors are not sensitive to price in a way that can control APC hyperinflation."³² This speaks to the fact that authors continue to prioritize, rightly so, scholarly fit over APC costs when selecting a journal. However, it does inevitably lead to the issues that, if authors are not sensitive to APC price when they are directly faced with the prospect of pay-to-publish, price insensitivity can only worsen when libraries are inserted as an intermediary. Brembs states it clearly: "People will pay no matter what when their livelihoods are at stake, even if it costs them their last shirt (German saying). We ought to think hard what the consequences now have to be, of having been so catastrophically wrong."³³

The consequences, of course, are not equally felt. Research has demonstrated that adoption of the APC model negatively affects the careers of those from equity-seeking and marginalized communities, particularly those in the Global South.³⁴ Adding APCs flips the barrier from the inability to read content to the inability to participate in the scholarly conversation, effectively silencing a large group of scholars.³⁵

Locally, Waterloo faculty and graduate student authors are already communicating to librarians that the cost of publishing in journals of their choice is too high considering their budgets. Though the Tri-Agency allows APCs to be paid for out of grant funds, rapid increases in APCs see research money leaking to the publishing industry instead of used for research as intended. Though TAs will "solve" this issue as far as authors are concerned, they will not change the proportion of university budgets flowing to vendors.

Undermining the Goals of Equity, Diversity, and Inclusion

The above issues tie directly into the following statement from the European Federation of Academies of Sciences and Humanities (ALLEA), "Open access becomes a hollow promise if, at the same time as the library door is opened, inequitable structures within academic research get reinforced."³⁶

Many of the players in the current publishing landscape participate in increasingly unethical data collection and stewardship. Some of this data collection has been used in the American Immigration and Customs Enforcement (ICE) investigations and led to deportation of vulnerable individuals.³⁷ Publishers seek to gain more personal information about individual academics through surveillance tools such as RELX's ThreatMETRIX.³⁸ Though technically outside the scope of this discussion of TAs, increasing threats to library user privacy must be considered when signing new license agreements—the Licensing Privacy Project's rubric provides an excellent model for assessing vendor contracts.³⁹

³¹ Suber (2009); Neylon (2010); Pinfield (2013); Kingsley (2014)

³² Khoo (2019)

³³ Brembs (2020)

³⁴ Raju et al. (2020)

³⁵ Debatand and Babini (2019 and 2020); Farley et al (2021)

³⁶ ALLEA (2021)

³⁷ Lamdan (2019)

³⁸ SPARC. (2021a)

³⁹ Hinchcliffe and DLH Consulting (2021)

Transform another Way

While transformative agreements are a central part of the open access scholarly communication landscape, there are significant alternate methods of transformation due to the problematic nature of many TAs and their reliance on maintaining current power and funding structures. Which methods to pursue should be directed from an overarching open access strategy.

Infrastructure

We recognize that navigating the scholarly publishing landscape while trying to provide access to research and publishing for our users is difficult. We believe that through the strength of our collective expertise, we can work towards transforming scholarly communication, while minimizing our contribution to the troublesome structures that TAs perpetuate. We acknowledge that we will participate in TAs, especially via consortia, out of necessity, but encourage the Library to use these agreements as intended – as part of a transition. In order to make meaningful change in the system we need to work towards non-reformist reforms.⁴⁰ For example, we could support OA agreements that focus on infrastructure investment for non-profit actors and/or allow institutions to co-own these structures together (i.e. Scholars Portal), focus investment in smaller fully open publishers, and increase our support to help editors transition their journals to OA using institutional supports like Open Journal Systems.⁴¹

Unbundling

Roger Schonfeld of Ithaka S+R speaks of two types of new deals with publishers: “rebundling” and “unbundling.” He uses “rebundling” as a synonym for a TA, describing it as “taking pre-existing subscription access from a traditional Big Deal and adding open access publishing services to that bundle.”⁴² Rebundling agreements, he says, are more common in Europe, and in any case often result in universities walking away from negotiations and cancelling subscriptions. On the other hand, unbundling takes a big deal agreement and breaks it into smaller parts. Rather than pay for a suite of thousands of journals, a library may pay for “unbundled, or à la carte, access to several hundred.” He concludes that “unbundling the Big Deal, rather than rebundling open access services with it, creates financial opportunities to think about open access publishing on its own merits.”

The savings would be significant for the University and these financial opportunities could let the Library re-invest in people and content, both at Waterloo and/or through trusted external initiatives.^{43,44} This would involve choosing one big deal to start with as a pilot and building a working group with a standard process to evaluate and make decisions for future dissolutions of big deals. However, as ongoing costs to information resources supporting research, teaching, and learning continue to grow beyond the scope of the acquisitions budget, it is possible that the University would require any savings be used to address this gap rather than fund OA initiatives.

⁴⁰ Ghamandi (2021)

⁴¹ SPARC (2021i); SPARC (2021d)

⁴² Schonfeld (2020)

⁴³ SPARC (2021b)

⁴⁴ Reference CRKN presentation re: EDI content from Elsevier unbundle

Beyond Transformative Agreements

Community Action Publishing (CAP)

This agreement, designed and used by PLOS, is a flat fee model that requires institutions to commit to pay a yearly fee for their authors to publish and eliminates the APC by individual authors of those member institutions. PLOS currently has three journals in this format. The journals are published open access.

If a non-member wishes to publish, it will have to pay a very significant APC which is seen as an incentive for non-member institutions to join the community. While the overall cost for all authors to publish is distributed among the institutions that are members, those member institutions that historically publish the most, pay the most, as the annual institution cost is based on past publishing by an institution.

Publisher revenue is capped at the cost of publishing, plus 10%. Publishing costs comprise both the direct and indirect costs. PLOS maintains that all revenue over the costs plus 10% are redistributed to the community members as reduced fees in the next year of publishing. Details are lacking on how corresponding authors will be billed and (presumably) if the corresponding authors or their institution do not pay their additional fee (APC) the article will not be published. Detailed information on what constitutes “direct and indirect costs” of publishing could not be accessed.

The issues identified by those who have looked at this model include: (1) scalability/meaningful movement to OA in that PLOS started with only two journals although it has now moved to three; (2) the issue of which authors belong to which institutions and which affiliation applies if there are multiple affiliations some who are members are some who are not; (3) that these journals were money losers for PLOS and by setting tier fee payments, they are collecting more through their membership tiers than they would have raised with the small number of articles they published annually before creating this model; and (4) that 10 per cent revenue for these journals is an increase (as they were not terribly profitable before this) and since PLOS is subsidizing this model, its sustainability is an ongoing question.

The PLOS agreement looked quite affordable from Waterloo’s perspective because our authors do not often publish in PLOS’s Community Action Publishing titles. It was noted that this may change because there has been positive feedback on this agreement from Waterloo authors in related disciplines and further uptake could have cost implications when up for renewal.

While this uses a flat fee and one could think of this as a membership based agreement, the model still requires APCs from authors from non-membership institutions to ensure all content is OA. Although PLOS is calling it CAP, it does seem like a Pure Publish agreement in practice.⁴⁵

Cogitatio, another non-traditional agreement that Waterloo has signed, is very similar and could be considered a PP agreement. It makes no mention of access to content because it is a fully open access publisher and it eliminates individual APCs for authors of member (subscribed) institutions. While the publisher refused to include reporting requirements in the license, they have been providing reports. The lack of exceptions in the license was noted as a plus. They have also reached out to let us know when our authors publish with them, encouraging us to post the articles in our institutional repository.

⁴⁵ Hinchliffe (2020)

Subscribe to Open (S2O)

Subscribe to Open was developed by Annual Reviews and it continues subscriptions from institutions that pay for content that is also then made open to all. If all subscribers continue their access each year, the content is open to them and everyone else for that year based on the understanding that the current subscribers provide sufficient revenue for the publisher.

Since it is a subscription model, the fees paid do not include the requirement to pay any APCs. Authors at institutions without agreements can publish without APCs (this revenue stream is not needed if the revenue threshold was met), a subscriber library isn't limited in what it can publish and all articles (that year) are guaranteed open, so content is truly open for all readers and authors. This is particularly important from an equity perspective because it eliminates the need for waivers, restoring "dignity to researchers around the world as equal members of the scientific conversation."⁴⁶

Incentives are common, such as access to closed backfiles and discounts for subscribers. As an incentive, any subscriber that signs the Annual Reviews S2O agreement receives a 5% discount in their fees. However, if subscribers do not renew (and/or presumably new subscribers don't join) and the revenue threshold is not met then the content for that year will be gated and only those who have paid will have access. Those who paid early will have access at the discounted rate, while those who held out for others to pay and eventually decide that they need access to the closed content will not receive the discount. Yearly reviews are necessary to determine if the number of subscribing institutions is the same and the cost is covered.

As this model follows the usual subscription publisher/institution model, no new workflows need to be implemented and this is a significant advantage over offsetting agreements. However, it is a bit of a gamble as institutions will have something to gain by holding out if enough other institutions join to meet the threshold before the deadline. Institutions that decide to redirect subscription funds away from any agreements because they assume all/enough content will be open are referred to as "free riders." In an interview with Raym Crow, Ann Michael asked "why would someone pay for something they can get the benefit of for free?" Crow responded saying, "that's the gist of the collective funding problem: How to get institutions to contribute to the support of an open resource when it's in their individual self-interest to let others pay to provide it."⁴⁷ Altruism or the greater good may not be incentive enough for a library to pay for open access, and this is especially true for corporate subscribers. While librarians are often thought of as staunch supporters of the public good and libraries have long held the reputation of serving the educational needs of all members in society, academic libraries differ in that access to information is matched up to membership. An important conversation, one that should happen within the context of an open access strategy, will be to determine our level of commitment to our campus community vs. the wider community. Having an articulated strategy may also facilitate conversations with consortial members allowing us to be upfront with our priorities and coordinate with other institutions ahead of agreements to ensure all of our needs are covered.

⁴⁶ SPARC (2021e)

⁴⁷ Michael (2020)

While Annual Reviews coined the term *Subscribe to Open*, some other publishers are choosing to use the *S2O* name (like the International Water Association⁴⁸, EDP⁴⁹ and EMS⁵⁰), while others have very similar agreements under a different name (MIT's *Direct to Open*).⁵¹ The MIT *Direct to Open* agreement for books mirrors the *Subscribe to Open* model for journals because it commits to making content (published during a specific time range) open if a sufficient number of institutions sign and meet the predetermined revenue needs. Waterloo has signed on to the MIT *D2O* agreement, and the *D2O* titles will be released OA next year.⁵²

Transparency is paramount for these agreements. Publishers should share with institutions how many members need to sign, by when, and what the revenue threshold is. There should also be a plan in place for the extra revenue if the threshold is surpassed.

Diamond Journals

Contributing to journals that look for donors and sponsors to sustain their work takes money outside of the commercial publishing sphere. Often these titles are run by the faculty for the faculty. An example of a growing collection of these types of journals is *SciPost*.⁵³ *Punctum* books has a similar style foundation/membership approach for OA books.⁵⁴

Transformation can't happen in a vacuum

True transformation requires a change in the way scholars are evaluated, a process that must be led by faculty and supported by Library staff in order to be successful. It is critical that process engage faculty members where they are, including through the Faculty Association of the University of Waterloo (FAUW). We can support faculty members with information about the current scholarly communications landscape and the impact that it has on libraries, access-to-information, and the advancement of research/knowledge across the world, without withholding the costs and implications of continuing with the status quo. Faculty should be engaged to work with the Library in decision making around scholarly communication, following the example set by the University of California (UC), where faculty were engaged early on in the process through a letter sent by the UC University Librarians to Academic Council. Importantly, UC notes that "'top-level' efforts can only be responsive to grassroots initiatives, rather than be instigative of them."⁵⁵

The Library can also work to raise awareness and encourage change within the campus faculty community on research evaluation through our leadership and participation in campus bibliometrics groups. For example, working with campus partners to explore the University of Waterloo endorsing the Declaration on Research Assessment (DORA),⁵⁶ which seeks to improve the way researchers are assessed while reducing reliance on vendor-provided metrics for assessment.

⁴⁸ IWA Publishing (2021)

⁴⁹ EDP Sciences (2021).

⁵⁰ EMS Press (2021)

⁵¹ MIT Press (2021)

⁵² Smalley (2021)

⁵³ *SciPost* (n.d.)

⁵⁴ *Punctum Books* (2013)

⁵⁵ SPARC (2021h)

⁵⁶ DORA (2021)

Simultaneously, we need to pursue conversations with University administration. Change in this area needs to be endorsed across campus and at the highest levels, as academic policies and agreements (in the form of recruitment, tenure, and promotion policies) drive academic publishing practices.⁵⁷ In order to successfully transform publishing we also need to start this conversation with campus partners like the Office of Research, Deans and Associate Deans as soon as possible. Having clear, concise messaging to explain the current issues along with a plan for action will be key. It may also be helpful to connect this conversation to external university rankings as some, like CWTS Leiden Ranking, measure open access publications as an indicator of scientific impact. This will become increasingly important as the transition to open accelerates as we will need to make the importance and value of OA publishing clear or else risk misunderstandings as to why the library is paying for “free stuff.” Anderson describes this bluntly in his article about the feasibility of subscribe to open models,

“Is effectively donating \$100,000 a year to a publisher so that the publisher’s content can be made freely available the best way for the university to fulfill its mission? Or should the university gamble that it could redirect those funds to other mission-critical programs (scholarships for underrepresented students, lab renovation, that diversity and equity study they’ve been meaning to do) and be reasonably confident that other institutions will continue supporting the publisher sufficiently to keep the journals open?”⁵⁸

Making OA Agreements Work

The following considerations are important to think about for transformative agreements and other non-traditional agreements working towards Open Access goals. While the full list of criteria is in Appendix A, we felt it was worthwhile to provide context for some of the more complicated components.

Principles

Several organisations have created sets of “principles” for libraries to consider during the transition to open access. LIBER published a set of five principles for libraries to consider when signing offsetting deals. The first principle is that licensing and open access go hand in hand. They say, “increased spending on APCs should result in proportionately lower spending on subscription fees [...]” The second principle is “no open access, no price increase.” Although this principle is somewhat ambiguous, its primary meaning is that “price increases should have clearly justifiable grounds and should support the transition to OA.” Third is that licensing deals must be transparent. Per this principle, libraries should reject non-disclosure agreements and should make licensing terms open, especially when public funds are involved. The fourth principle is to keep access sustainable. Accordingly, libraries should find legal ways to build a long-term open-access business model. The final principle is that usage reports should include open access. This principle addresses the need for statistics about open access to inform future business decisions.⁵⁹ If the library does pursue any further TAs, this last point will be crucial. During the

⁵⁷ Niles et al. (2020)

⁵⁸ Anderson (2021)

⁵⁹ van Otegem (2018)

negotiation of an agreement the library must rely on usage data. Therefore, the collection of this data should be a priority.

The contention of LIBER's second principle is supported by the Max Planck Institute. In a white paper on the subject, a group of authors argue that there is enough money in the system currently to make the transition to open access without adding new costs. They say, "We firmly believe that a large-scale transformation of the underlying business model of scientific journals is possible at no financial risk. Our own data analysis shows that there is enough money already circulating in the global market – money that is currently spent on scientific journals in the subscription system and that could be redirected and re-invested into open access business models to pay for APCs."⁶⁰

Another organisation, Coalition S, has devised sets of principles for TAs: Plan S. This plan sets out ten principles for libraries to consider in their transition to open access. These include suggestions for copyright, funding, and transparency concerns, as well as a statement that hybrid publishing should be a transitional option with a defined end date.⁶¹

In 2015 the Max Planck Institute created the Open Access 2020 programme (or OA2020). Rather than a set of principles, OA2020 is an initiative aimed at the shared goal of a transition to open access. Institutions that join the project may achieve the ends by their own means. The executive summary for the plan reads, "supporters of the OA2020 Initiative pledge to systematically convert resources currently spent on journal subscriptions into funds to support sustainable, transparent, open access business models. It is the collective action of participating institutions and organizations, adopting diverse strategies to divest of subscriptions and invest in open access, that will upend the subscription system and enable barrier free access to knowledge."⁶² The strategies chosen by an institution should be directed by their open access policy. The Coalition of Open Access Policy Institutions provides a "toolkit" to help members create their own policies.⁶³

APCs

APCs are currently the main way larger publishers are striking a balance between open and profit. The use of APCs, by flipping the cost-payment on to the author (rather than to readers), results in publications which are guaranteed open into perpetuity. APCs vary widely by individual journal in terms of cost, ranging from ~\$300-~\$3,000. Leaning into APCs is the long game for the transition to open from the publishers' perspective. Publishers recognize the threat the open movement represents to their profit margins and, although willing to engage in open activities, seem to do so only as a means to preserve the existing subscription agreements they have with clients. With this in mind, if a subscription is being maintained, publishers may be willing to make more concessions than expected.

There is no consistency in the way APCs are organized and used in practice. The following common aspects of APC use have been distilled after consulting a handful of APC-based TAs from within the ESAC database. These aspects may be useful to review when considering a newly proposed TA and whether key aspects are appropriately addressed.

⁶⁰ Schimmer et al. (2015)

⁶¹ Plan S (2020)

⁶² Max Planck Digital Library (2018)

⁶³ SPARC (2021c)

Discounts

Journals made available from large publishers (who oversee hundreds of journals) typically have individualized APCs (e.g. varied cost) to publish open. Large agreements with publishers offer APC discounts as incentive, sometimes differing for different types of journals. Discounts range from 5% to 15% and are dependent on the following factors:

- Size of agreement (e.g. consortial agreement vs. single institution)
- Term length of agreement
- Prestige of journals in package

Institutional Funds

Institutional APC funds were originally seen as a means of moving the cost of publishing from individual authors to their institution. How individual agreements have addressed institution APC funds varies widely. Issues to consider include:

- When the institution pays and the author is required to pay as well (usually through some discounted fee)
- When the author APC is discounted and how this is determined
- If the fund is paid in full to the publisher, how it is administered and who administers it. If the publisher administers the funds, what controls does the institution have
- What happens when the fund is used in full; can additional funds be put in the pot, how much needs to be put in or can the institution pay per article
- If the fund is used in full and the institution does not wish to, or does not have the funds to, “replenish” the fund, can individual authors pay the APC instead and what discounts might apply
- What happens if at the end of the term the fund is not used in full
- Is there an article maximum if there is a fund, or is the APC set so that the institution knows how many articles its authors can publish
- Is the APC amount the same for each of the journals from the publisher

Perpetual Access

Within TAs that use APCs, perpetual access is an area for negotiation. In agreeing to an APC model and continuing to pay a subscription, the institution may get perpetual access to all content published in certain journal collections during the terms of the agreement (e.g. if agreement is signed for 2021-2023, all research published in certain journals in that time frame will be perpetually available). Gaining perpetual access is only worthwhile for hybrid journals, where some articles will be free anyways (OA), but others will have been published in the traditional model and otherwise unavailable into perpetuity. The perpetual access clause represents a calculated gamble on the part of publishers: if most research published in those hybrid journals has been pre-paid through APCs, which is the trend as more institutions sign APC-based TAs, then perpetual access is already a given.

While perpetual access is an important component of TAs that use APCs, it can be a consideration for other types of agreements. Perpetual access may be presented as a bargaining chip, or at extra cost, but it is important to investigate how much of the promised content would actually need to be paid for. Similar to usage information, knowing what titles and what coverage we have of a publisher’s holdings

perpetual access (through all our historic purchasing) will be key in making determinations about new deals or breaking out of big deals

Back-Issue Access

Similar to the perpetual access consideration, back-issue access (e.g. read back to start of journal in 1997) may be an area for negotiation. If back-issue access is important for a given collection of journals, it is important to ensure that that is included when agreeing to an APC model and continued subscription. Although, this may also be an incentive or bargaining chip in other models, such as Subscribe to Open. Back-issue access is not typically included once the agreement ends but may be an area for publisher concessions as this content is already established, requires little effort to make available, and represents older scholarship that may be less relevant as time passes. Back-issue access, especially for fields that emphasize current research, will be less important in 10 years if perpetual access clauses are emphasized now.

Work and Procedures

Another consideration of a non-traditional agreements is the administrative requirement to manage it. This requirement takes the form of staffing costs and internal procedures. While managing APC payments can mean an increase in staffing costs, a transition to a complete pay-to-publish model would eliminate those. A group of librarians from the University of Vienna state that “an attractive feature of a well-performing read and publish contract is the complete absence of APC invoices, which cannot be said of most offsetting and gold publishing arrangements.”⁶⁴ These authors also suggest the importance of discussing work procedures during negotiations. Confirming author affiliation is another component that could add to library workflow and a complication to this is if authors change institutions during this process.

Not all libraries have the necessary processes and procedures in place to manage integrating open access components into their workflows. Consequently, the costs to manage open access can add to the existing costs of managing subscriptions. The ad hoc uptake of open access by libraries has also meant that publishers have not yet built up their processes for this type of work. Authors Geschuhn and Stone write that “few publishers seem to have really invested in a scalable solution for publication-based business processes, while many others depend on external suppliers of editorial management systems, which are not flexible enough to create new workflows.”⁶⁵ The development of automated procedures carries the potential to reduce costs for libraries in the areas of open-access *and* subscription deals. They state, “automation of workflows would also help to reduce costs [...] It should also be noted that a complete transition to a ‘pay-as-you-publish’ model would eliminate staffing costs for the subscription model.”⁶⁶ Given the potential to reduce staffing costs, the library should consider seriously how it could contribute to automation of open-access. A simplified submission process for publishing open access, such as: Jisc’s Publications Router,⁶⁷ OA Switchboard,⁶⁸ and CCC Rightslink can help to streamline. Any negotiations with publishers should include discussion of labour requirements for the library.

⁶⁴ Pinhasi (2018)

⁶⁵ Geschuhn and Stone (2017)

⁶⁶ Geschuhn and Stone (2017)

⁶⁷ Marques and Stone (2020)

⁶⁸ OA Switchboard (2021)

Brigitte Schul of Cambridge University Press also expresses the need for libraries and publishers to work together to simplify procedures, citing the potential to reduce costs for both parties. She writes, “if we are moving to a world where the library plays an integral part in activating open access publishing within an institutional setting, we must seriously work to simplify the way they instigate, manage, and assess investments in these critical researcher services.”⁶⁹

Consortia

A consortial TA provides the opportunity for an institution to offload the cost burden on another. Should a library decide to participate in a TA via a consortium, it must consider the cost-sharing arrangement. Hinchliffe says that, to date, most consortia have used the same sharing models from their subscription agreements in new TAs. She explains, “consortia appear to be continuing with whatever cost share approach each has historically used for subscription agreements even as they flip these subscription agreements to transformative (subscription and publication) agreements.” However, in the case of a TA, institutions may have different priorities based on their size. Some may want to remain primarily “read” institutions, while others want to become “publish” institutions. Hinchliffe goes on to say that “in fairness, this approach of continuing with past cost share models is also not unreasonable given that, even for a ‘Read Library’ in a ‘Read Consortium’ [...], the pricing for a TA based on historic cost share is likely still a better deal than going it alone for a subscription contract at this time.”⁷⁰ It's also true that the data that would be required to redesign the cost sharing models in consortia is not usually easily available at the level of detail or accuracy needed.⁷¹ While this means of cost-sharing may work temporarily, the library should prepare for future divergences in payment. This has already been seen in Sweden where they note that discussion continues on consortial cost sharing and their publishing intensive institutions have indeed seen a substantial increase in their costs.⁷²

Currently, many TA s presented to Waterloo come through CRKN or OCUL consortia. If the Library proceeds with any consortial TAs, it must consider the cost burden it assumes compared to other libraries, and whether this contribution is proportionate to its benefit. How libraries will support each other through these agreements is still unknown. Waterloo must continue to participate in consortia negotiation webinars, keep up to date with consortia goals and preferences for TAs, and systematically feed our goals and preferences back to them. Working with consortia to negotiate, and ensuring we are in a good place to negotiate on our behalf when we must work outside of consortia, will be vital to control costs with TAs.

Outstanding Questions

Renewal Costs

While costs are set out in any given agreement, what is not known is how these agreements may change authors’ publishing behaviour. This creates a significant unknown as to what will happen at the time of renewal.

⁶⁹ Shull (2021)

⁷⁰ Hinchliffe (2019b)

⁷¹ Hinchliffe (2019b)

⁷² Widmark (2021)

One concern is the theory that authors working together from different institutions may try to game the system, putting more pressure on higher paying institutions. If a high publishing institution (A) has opted into a RAP, PAR, or PP and a lower publishing institution (B) has not, a partnership between their authors may result in author A agreeing to be the corresponding author to facilitate OA publishing under their agreement (either freely or with a discount) regardless of if author B would have been the more appropriate choice for corresponding author. This would likely mean institution A pays more on renewal and institution B's publishing numbers don't accurately reflect their ideal publishing choices, leaving them with no incentive to fairly share the costs. How likely or significant a problem this may be is still unknown.

Even within an institution, signing non-traditional agreements with some publishers and not others may result in authors changing their publishing behaviour. If an author wants to publish OA and would have avoided a journal because of the APC fee in the past, we might see the number of publications in those journals rise if publishing is free or discounted. How significant an issue this could be for Waterloo can only be predicted by having a firm understanding of our authors' publishing preferences.

Cost Covering

A tenant of non-traditional agreements is that there is enough money currently in the system to make the transition to open access. Simply redirecting those payments from payments to read to payments to publish OA, is presumably sufficient and requires no new costs.⁷³ If all institutions paid the same for publishing as they do for reading this may be true, but institutions with lower publishing output that have been contributing to the publishing of scientific journals through read subscriptions may not feel the need to continue contributing at the same level. Therefore, the source of money for an agreement in an area where an institution has a greater number of authors than the average is something the institution will have to consider.

If some universities are destined to pay more under non-traditional agreements, one possible mechanism to ease this burden is to require researchers to contribute to any APC payments with their grant funds.⁷⁴ This approach often eliminates one possible benefit of TAs: the removing of APCs from the authors' workflows.

Another possible method is to have funders more directly involved (possibly at the consortial level) to offset costs for institutions. This is seen more commonly in Europe where funding agencies have a stronger commitment to OA.⁷⁵ In Canada this would require the Tri-Agencies to move beyond their unfunded OA mandate, or at a local level this would require pulling funds from grants at the university level, before going to the researchers, and redirecting these to library budgets; both complicated and arduous propositions.

Usage Statistics

As more subscriptions become OA and no longer require authentication this may change how we are able to collect, and how we think about, usage statistics. If payments are based on publishing then use

⁷³ Ralf Schimmer (2015)

⁷⁴ University of California Libraries (2016)

⁷⁵ Welcome (n.d.); Imperial College London (2021)

may no longer be something we need to track. If there are other reasons to continue to use this metric, it may be limited to tracking usage from campus IP addresses, or it may need to be re-envisioned as something that tells us how we're supporting our wider geographical community instead of focusing on our campus community.⁷⁶

Education and Advocacy

Waterloo Authors

One takeaway from the review of Waterloo's current TAs is the need to focus on author education. Education should be centered on access to research and author rights – how open access benefits them, the university, and the wider community. Then, authors need to be made aware of all their options for publishing open access; this will enable us to direct our focus on what makes the most sense for their situation and how to navigate those specific processes. While this may include TAs, we should be careful not to promote certain agreements. Our role should be to explain the options so to avoid any unwarranted promotion for any specific publisher. Sharing the OA Models Infographic (Appendix D) may help people understand the different paths to open.

This may also be an opportunity to learn more about Waterloo's authors' publishing preferences, such as: what would incentivize them to publish OA and what publishers they would prefer to publish OA with if cost was not a factor.

Waterloo Administration

Non-traditional agreements should only be discussed in the larger frame of open access and, more broadly, our open access strategy. This way we know what arguments are most likely to be compelling if we are defending the use of funds to support open access (like paying for something that is free because enough people pay for it) and/or asking for more money to cover a more expensive agreement (like when we are the institution with a high rate of publication in an agreement that assumes cost sharing with other institutions).

Conclusion

Libraries are caught in a triple-bind situation. The need to offset APCs is essential to meet the growing demands in an increasingly competitive (for researchers) and expensive (for subscribers) environment. The desire to support individual scholars and researchers, build institutional reputation, contribute to an open authoritative body of knowledge, and therefore the public good, is more than a well-endowed wish list. Even when considering the new non-traditional agreements there is no obvious path forward for libraries to accomplish all of these items which also allow us to bring down subscription costs.⁷⁷

All agreements must be considered on their own merits, but within the larger framework of a comprehensive open access strategy and those of our consortial partners. We also need to plan for how to say no to an agreement if we do not think it will meet our goals. Are we prepared, are we able, to negotiate better terms? In this case, we recommend that the Library pursue alternate models, such as

⁷⁶ Open Research Community (2020)

⁷⁷ Bosch (2020)

investment in people, infrastructure, and non-profit organizations. Where doing so is not possible in the current landscape we recommend only participating in TAs as part of a transition. A transition toward an equitable open access future; one where the Library partners with the producers of knowledge, researchers, to enhance access to scholarly research.

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Appendix A: Recommended criteria for evaluating transitional agreements

The following criteria were informed by these resources:

- University of California, Office of Scholarly Communication. (n.d.). [Guidelines for evaluating transformative open access agreements](#).
- Jisc. (2020). [Working with transitional agreements](#).
- Efficiency and Standards for Article Charges (ESAC). (n.d.) [Transformative Agreements](#).
- Efficiency and Standards for Article Charges (ESAC). (2021) [How Transformative Is It?](#)

Overall

Deal Element	Principle/Requirements
Price	The agreement should decrease the overall spend with the publisher. Regular price increases should not be accepted without question.
Length of commitment	Agreements should be entered into with the goal of transitioning away from this kind of agreement. Due to this requirement, the length of any given TA should be no longer than three years.
Staff Investment	The Library should be able to rely on the publisher to manage the workflows of the deal relatively seamlessly. No additional staff time, beyond deal negotiation and communication to researchers should be necessary.
Publishing elements	<ul style="list-style-type: none"> - Copyright. Authors should hold the copyright in the works they publish under the agreement. Articles should be published under a Creative Commons license of the author's choice. - Articles included. All article types should be included.
Transparency	The terms of the deal should be able to be freely shared with other institutions. Pricing structures should be made as clear as possible. Publishers should make their costs to provide the services clear in order to help assess the value provided. If there is a revenue goal, a plan should be in place for how that extra is used. Ideally, this would go back to the signing institutions.
Publisher transition to OA	The publisher should have a clear plan for transitioning their holdings to OA, within a reasonable timeframe.

Publisher values/mission	Publishers whose mission and values align with ours should get preference. These publishers would value the advancement of research and teaching and give back to the scholarly community. Non-profit and scholarly society publishers are generally good examples of this.
Discoverability	Metadata for OA content should be made available in CrossRef (including license metadata), connected to author's ORCID accounts, and provided to library service platform vendors/link resolvers in a way that makes it easy to access and use.
Preservation	The publisher should have a preservation strategy for their OA content. Ideally, for consortia deals we should be able to upload the content to Scholars Portal.
Discounted backfile purchase	Transitional deals should either include provisions for making backfile content available OA in perpetuity, or the perpetual purchase of them should be rolled into the deal either at zero or low cost.
Institutional repository deposit	A copy of all our authors' works should be automatically deposited in UWSpace.
Regular reporting	The publisher should provide at least quarterly reports on publication output and standard read-usage data, in the current COUNTER format.

Assessment Tools

- Prior to the deal – assess how much our researchers are publishing there in the previous 5 or 10 years
- An estimated **investment per article** (IPA), where IPA = total spend/estimated number of articles published
- **Cost avoidance** = publishing fee – total value of articles published under the agreement at list price APC rate
- Staff time investment = number of additional hours managing the workflow elements of the deal.

Subscribe to Open

Subscribe to Open (S2O) converts publisher content to OA one year at a time based on a set level of investment by libraries. Fees are often determined based on previous subscriptions. Until a pre-defined threshold is reached, journal content is subscription access only.

Deal Element	Principle/Requirements
Transparency	The timeline for flipping to open should be made clear to stakeholders and publisher costs should be accounted for.

	There should also be a plan for any revenue that exceeds the threshold.
Licensing	Because S2O relies on flipping current subscriptions into an open access deal, and because a number of our subscriptions are managed through EBSCO, it is important to pay attention to when these flips happen and to ensure we have appropriate license agreements in place that establish usage and access rules for historical content as well as covering the CC licensing of new content.

*Given the limited number of Subscribe to Open deals and the lack of investigation and reports on them, there may be other elements to consider as we learn more.

Assessment Tools

See above.

Read and Publish/Publish and Read

Deal Element	Principle/Requirements
Author/Article Processing Charges	<ul style="list-style-type: none"> - APCs should be offered at lower than market rate. - Reasonable approach to APCs in the wild (APCs that are generally paid for by individual authors with grant money). Jisc recommends that these are not included at all, but based on our current landscape (where all APCs are 'in the wild' as we have no central funding mechanism), we should enter negotiations with a view to controlling how these are calculated and how much we would concede to including them.
Number of articles	There should be no cap on the number of articles published.
Journals covered	All journals under a publisher's portfolio should be covered (hybrid and gold OA).
Price	The price of the deal should not be greater than the cost of our previous read-only subscription.
Author identification	<p>The publisher needs to have a reliable system to identify author affiliation in order to efficiently manage workflow re: eligibility to publish. The publisher should use one of the following:</p> <ul style="list-style-type: none"> - Author stated affiliation - IP Range

	- Email domain
Risk mitigation	There should be mechanisms in the deal to control for the cost of publishing should our researchers increase their publication in the publishers journals. For example, a cap on possible increases to the publication cost side of the deal.
Align with ESAC Recommendations for article workflows	See: https://esac-initiative.org/about/oa-workflows/#update2021

Assessment Tools

See above, plus:

Adjusted cost per download = (read fee – cost avoidance)/usage

Appendix B: Recommendations

- The Library should work with campus to create an open access strategy for Waterloo, with buy-in from all stakeholders.
 - To support these conversations and ensure consistency in messaging, the Library should create talking points for guidance.
- Transformative agreements are meant to be temporary and a means to an end. They should put us on a path to meeting the Library's publishing, accessing, and open access goals. The Library should identify, detail, and prioritize our goals within the overarching open access strategy. Then agreements can be assessed if they help us meet these goals. Goals may include:
 - eliminating APC payments from their authors' workflows,
 - tracking APC spend by authors,
 - ensuring more or all the articles published by their authors are OA,
 - maximizing return on investment,
 - maximizing campus readership,
 - supporting the OA movement on a larger scale, and/or
 - controlling or reducing subscription costs.
- The strategy must include other mechanisms to achieve these goals, not just rely on transformative agreements. Other mechanisms include:
 - infrastructure investment for non-profit actors, and/or allow institutions to co-own these structures together (i.e. Scholars Portal),
 - investment in smaller society or fully open publishers (which may include membership, Pure Publishing and/or Subscribe to Open agreements),
 - increasing our support to help editors transition their journals to OA using institutional supports like Open Journal Systems, and/or
 - exploring unbundling our Big Deals with a pilot.
- The Collection Strategy Committee should edit/modify the Criteria for Evaluating Transitional Agreements as needed then endorse criteria for future decision making.
- Waterloo must continue to participate in consortia negotiation webinars, keep up to date with their goals and preferences for transformative agreements, and systematically feed our goals and preferences back to them.
- Exploration of cost sharing mechanisms need to happen at the consortial and university levels.
- Wider campus conversations are needed to raise awareness and encourage change in the campus community on research.
- Author education should be centered on access to research and author rights (how open access benefits them, the university, and the wider community). Then, authors need to be made aware of all of their options for publishing open access, which may include taking advantage of transformative agreements, but must ultimately focus on in what makes the most sense for their situation.

- This could be a two-way street where we try to gain a better understanding of our author's publishing preferences (their ideal state, not necessarily what they currently do).

Appendix C: Keeping up with Trends and Changes

US OA2020 Working Group and Community of Practice <https://oa2020.us/community-of-practice-2/>

- Signatory institutions of OA2020
- Runs a Community of Practice on transformative and open access agreements to help with negotiating and implementing OA and Transformative Agreements
- “Discusses such topics as the importance of data analysis in agreements, faculty and institutional buy-in, and the impact of shifting funding models and workflows into open access”
- Mostly webinars

ESAC (Efficiency and Standards for Article Charges)

- <https://esac-initiative.org/>
- “ESAC aims to provide context and share information with the broader community on the progress of transitional license models such as “Offsetting” and “Read & Publish,” to increase the understanding of their scope and transformative power. In particular, we collect and share information on the uptake of transformative agreements around world, their transformative mechanisms and cost allocation schemes, the impact achieved in terms of open access, and the relevant workflows.”
 - Registry of Transformative Agreements <https://esac-initiative.org/about/transformative-agreements/agreement-registry/>
 - Collecting good data <https://esac-initiative.org/about/data-analytics/publishing-profile/>
 - Mentor program <https://esac-initiative.org/new-esac-resources-on-transformative-agreements/>
 - News, activities and workshops
 - General stats on TA market share (publishers, countries)

Subscribe to Open (S2O) Community of Practice <https://subscribetoopencommunity.org/>

- Specifically for information on the S2O model
- “Forum for publishers and libraries to share their experiences with the model and to establish definitions and boundaries for S2O approaches”
- Lists journals that have converted with S2O
- Webinars and resources for understanding S2O

Evaluating the costs and impact of transformative agreements: introducing the DEAL cost modeling tool

- <https://deal-operations.de/en/here-is-the-deal/deal-cost-modeling-tool>
- Analytics tool that institutions can use to input their past subscription costs with Wiley and Springer Nature along with their current expenses as a member of the DEAL agreement and then compare and contrast what they have been paying with

their current situation. The tool generates projections for costs going forward for OA and tracks article output of authors and the related costs.

- Based on German data, but might be a good way to estimate costs if a Springer Nature and/or Wiley agreement is proposed

Follow the work of the “Beyond the Transformative agreements” strategic group

- <https://www.uksg.org/newsletter/uksg-enews-503/will-there-be-any-transformation-or-are-we-stuck-transformative>
- The Open Science group decided through discussions with the steering group of Bibsam to form a new strategic group to work out a strategy for the consortia when negotiating new agreements after 2024 and that the new strategy will be mandated from the managements of the universities

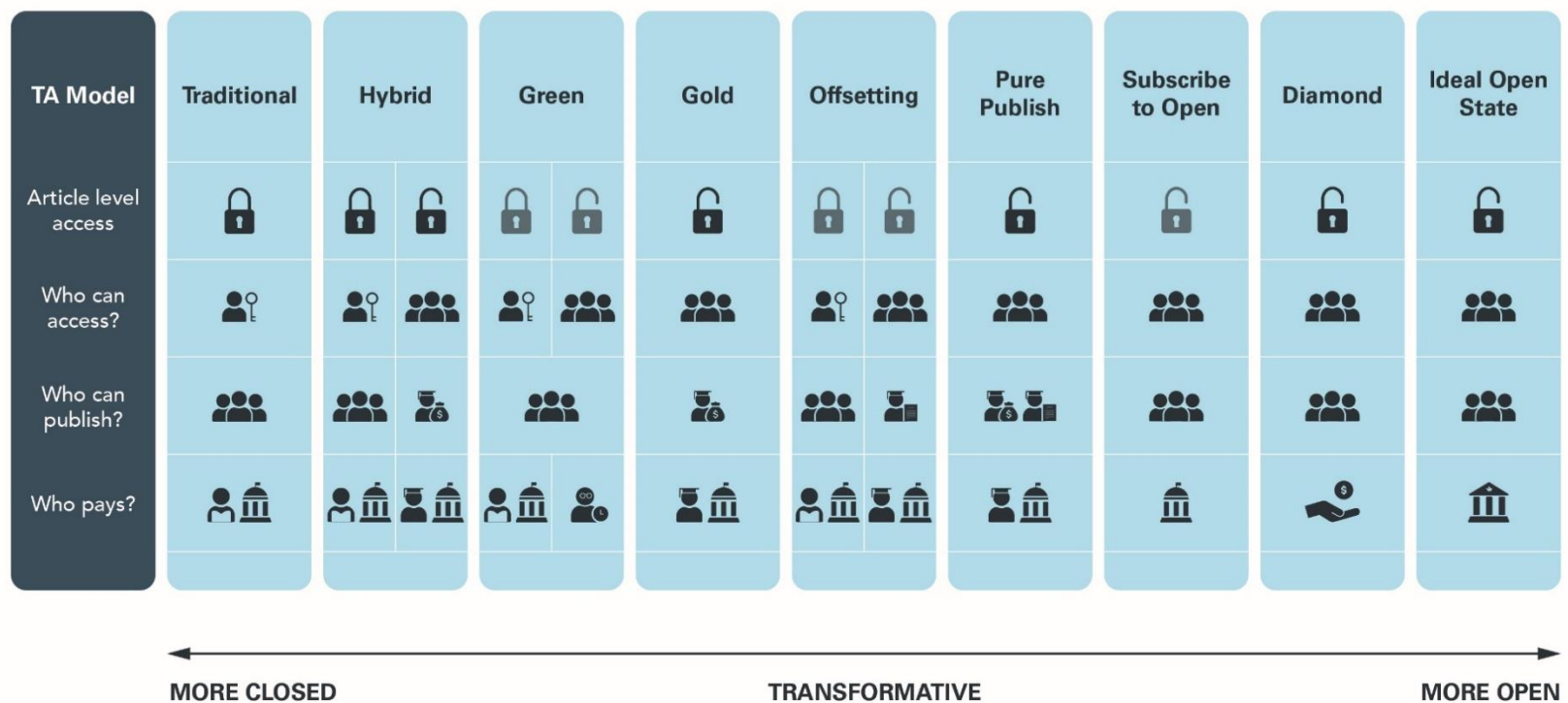
General resources

- These are likely worthwhile for CSC members to subscribe to to be notified of new articles
- Open Research Community <https://openresearch.community/>
 - Open Science, Open Access and Open Research; not just Transformative Agreements, but they do post a lot of related content
- Scholarly Kitchen <https://scholarlykitchen.sspnet.org/>
 - All aspects of scholarly publishing, including Transformative Agreements

Negotiation

- Pre conference Workshop at the 2020 Charleston Conference: How to successfully negotiate and implement transformative and central open access publishing agreements <https://www.dropbox.com/sh/666lgaak48m0h5x/AABEhXjHZ4VIV4wMd1T1jrDda?dl=0>
- July 10, 2020 Meeting: How to gather, analyze and use publication data for negotiating open access agreements From OA2020 US Working Group and Community of Practice <https://keeper.mpdl.mpg.de/f/aa8e0ddcd933417e8414/>
- Data analysis for negotiation <https://sparcopen.org/our-work/negotiation-resources/data-analysis/>

Appendix D: OA Models Infographic



LEGEND

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|-----------|----------------------|--------------------------------------|---------------------------------------------|--------------------------------------------------|
| Closed | Open if | Authors who can pay for APCs | Individual researchers | Donors and publishers with other revenue streams |
| Open | Subscription holders | Authors who are covered by agreement | Authors and library staff who pay with time | Government through funders or universities |
| Closed if | Anyone | Individual readers | Institutions | |