

## Negotiating Open Access Journal Agreements

### *An Academic Library Case Study*

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The COVID-19 pandemic has presented an opportunity for academic libraries to advance open access (OA) to scholarly articles. Awareness among faculty on the importance of OA has increased significantly during the pandemic, as colleges and universities struggle financially and seek sustainable access to high-quality scholarly journals. Consortia have played an important role in establishing negotiation principles on OA journal agreements. While the number of OA agreements is increasing, case studies involving individual libraries are still limited. This paper reviews existing literature on publisher negotiation principles related to OA journal negotiations and reflects on recent cases at an academic library in Pennsylvania, in order to identify best practices in OA journal negotiations. It provides recommendations on roles, relationships, and processes, as well as essential terms of OA journal agreements. This study's findings are most relevant to large academic libraries that are interested in negotiating with scholarly journal publishers independently or through consortia.

### Introduction

The COVID-19 crisis resulted in an increased interest in open access (OA) publishing. For example, many publishers agreed to make their coronavirus-related publications and data freely accessible immediately (Wellcome, 2020). Awareness among faculty on the importance of OA has also increased, presenting an opportunity for libraries to advance open access to research output. At the same time, the financial impact of the pandemic on colleges and universities has been significant (Association of Public and Land-grant Universities, 2020; National Association of College and University Business Officers, 2021). Academic libraries need to be mindful of the reality of their collections budget while promoting open access to scholarly output.

Many pathways exist to promote OA (Office of Scholarly Communication. University of California, 2018). At the Pennsylvania State University (PSU), the new OA policy became effective as of January 1, 2020. It requires all researchers to deposit accepted manuscripts of any scholarly article into an open repository. Librarians at PSU have been publicizing the new OA policy and promoting mostly green OA initiatives (see Table 1). While the OA policy

increases visibility of research with no significant additional cost to the University, it also created challenges, such as extra work required for authors to deposit their accepted manuscripts unless automated methods are successfully implemented, creating multiple versions of the same publication, and providing delayed open access to the institution’s scholarly output, possibly leading to confusion and frustration.

As the pandemic continued in summer 2020, several publishers approached PSU Libraries with gold OA proposals for scholarly journals, which would provide immediate access to eligible authors’ scholarly articles. Many were transformative in that they “shift payments for subscriptions (reading) into payments for open access (publishing)” (Office of Scholarly Communication. University of California, n.d.-b). The University administrators were aware that many universities had already signed gold or transformative OA agreements and expressed support, assuming that costs do not increase from the current subscription spends. Table 1 summarizes the characteristics of gold OA and green OA.

**Table 1**  
*OA Approaches*

	<b>Green OA</b>	<b>Gold OA (New at PSU)</b>
<b>Summary</b>	<ul style="list-style-type: none"> <li>• Authors or institutions deposit accepted manuscripts to an open repository. They are free to read.</li> <li>• The published / formatted version is behind paywall.</li> <li>• Libraries pay to read the published version.</li> </ul>	<ul style="list-style-type: none"> <li>• Publisher provides immediate, permanent, and free open access on its platform.</li> <li>• Libraries or authors pay a publishing fee to the publisher.</li> </ul>
<b>Pros</b>	<ul style="list-style-type: none"> <li>• No direct financial cost to authors</li> <li>• Contributes to institutional repository</li> </ul>	<ul style="list-style-type: none"> <li>• Immediate OA publishing</li> <li>• No need for authors to deposit accepted manuscripts to an open repository</li> </ul>
<b>Cons</b>	<ul style="list-style-type: none"> <li>• Extra work for authors. They need to deposit accepted manuscripts to an open repository, unless the process is automated.</li> <li>• Creates multiple versions of the same publication</li> <li>• Delayed open access</li> <li>• Deposited articles are not formatted</li> <li>• Duplicated deposits may occur</li> <li>• Costs of maintaining repository and ensuring discoverability</li> <li>• Might not carry reuse rights</li> </ul>	<ul style="list-style-type: none"> <li>• Usually costs more for ‘publish-heavy’ research institutions</li> <li>• Authors are likely to have to pay for article processing charges (APCs) if libraries are not paying for the publishing fee for the entire organization. Grant funds might need to be incorporated.</li> <li>• Payment workflow is complicated if it involves multiple payers.</li> <li>• Takes time and effort to negotiate</li> <li>• Requires more data for negotiation, e.g., article-level publication output data.</li> </ul>

The objective of this paper is to review existing literature on OA journal negotiations, such as transformative agreements, and reflect on recent experiences at PSU, in order to identify best practices in OA scholarly journal negotiations. The author intends to answer the following questions:

- What are the necessary components, such as skills, relationships, and processes of effective OA journal negotiations?
- What does a successful OA journal negotiation workflow look like?
- What are the essential contractual terms for transformative OA agreements?

This study's findings are most relevant to large academic libraries that are interested in negotiating with scholarly journal publishers independently or through consortia.

## Literature Review

Limited peer-reviewed research exists regarding OA journal negotiation principles, workflows, and necessary intellectual capital. Björk (2021) used Michael Porter's five forces model (Porter, 1979) for explaining the competitive conditions in the scholarly publishing industry and argued that universities would benefit from collaborating to negotiate better terms for their e-journal contracts. O'Gara and Osterman (2019) described a proactive OA journal negotiation model implemented at the Virtual Library of Virginia (VIVA), the academic library consortium of Virginia. The model included expectations for publishers, such as clarification on the OA content, adjustment of the subscription price based on the OA content availability, inflation cap based on a well-established cost-index, no price increases based on unrequested content, data compliance with the current versions of the COUNTER and SUSHI standards, publisher commitment to promote OA publishing, regular reporting on OA publishing activities, exit clause for individual institutions, and robust deposit and use rights for non-OA content. Additionally, Machovec (2020) surveyed tools and services that are helpful for libraries and consortia to analyze and manage OA journal transformative agreements. Some other studies discuss the role of liaison librarians in supporting faculty research and promoting OA publishing (Dawson, 2018; Eddy & Solomon, 2017; Lange & Hanson, 2020), which might indirectly contribute to negotiation outcome. These studies show that ongoing communication and outreach through liaison librarians is critical for successful OA journal negotiations.

Challenges associated with the article processing charges (APCs) are discussed in some studies. For example, Borrego et al. (2021) reviewed 36 transformative agreements registered in the ESAC registry and cautioned that these agreements might be a temporary mechanism in the transition towards OA and that they might not necessarily reduce costs for the institution, due to the increases in APCs, although cost neutrality is an important principle for these agreements (ESAC Initiative, n.d.-b). At the same time, Asai (2021) examined the APCs for 231 OA journals launched by BMC and Hindawi between 2018 and 2020 and found that BMC raised the APCs for journals with higher citation scores, while Hindawi lowered APCs and did not consider citation score as a factor in revising the APCs. Additionally, Gillies (2014) articulated the advantages of negotiating APCs and obtaining discounts through consortia.

Universities and organizations around the world have published practical negotiation tools for OA journal agreements. For example, the negotiation toolkit developed by the University of California (UC) Publisher Strategy and Negotiation Task Force (2019) provides some guidance for institutions that are interested in negotiating transformative agreements with scholarly publishers. It describes the roles of four teams that reported to the UC's Elsevier Negotiation Task Force: Negotiation, Communications, Analytics, and Alternative Access. The toolkit also emphasizes the importance of developing a university-wide coalition, a partnership between the library and faculty, and broad communication of intended efforts. Additionally, Jisc, a U.K.-based nonprofit membership organization, offers a variety of OA services such as journal selection, checking compliance, managing costs, depositing in repository, reporting compliance, maximizing impact, recording impact, and reporting (Jisc, n.d.-b). This type of comprehensive

OA services seems to be helpful also in the U.S. context. Currently, individual academic institutions in the U.S. provide these OA services mostly locally through their scholarly communications offices, instead of via consortia.

At the same time, numerous consortia and libraries around the world have established negotiation principles and guidelines on transformative OA agreements (ESAC Initiative, n.d.-b) and registered their finalized agreements with the Efficiency and Standards for Article Charges (ESAC) Initiative (ESAC Initiative, n.d.-a). Common principles for negotiations with publishers on transformative agreements are: (a) cost neutrality or savings (see, e.g., Jisc, n.d.; LIBER, 2017; Office of Scholarly Communication. University of California, n.d.-a), (b) no non-disclosure agreements or transparency (Iowa State University Library, 2019; Jisc, n.d.-b; LIBER, 2017; MIT Libraries, 2020; Office of Scholarly Communication. University of California, n.d.-a), and (c) transitional and no “double dipping” -- the expectation that nobody pays for reading fees and publishing fees at the same time for the same content and that increased spending on publishing fees results in lower spending on reading fees (Jisc, n.d.-b; LIBER, 2017; Office of Scholarly Communication. University of California, n.d.-b).

While the existing literature provides the general principles related to OA journal negotiations, practical guidance for individual libraries is limited. Hence, this study will reflect on recent experiences at PSU, incorporate insights from existing literature, and make recommendations for academic libraries that are interested in negotiating OA journal agreements.

## Intellectual Capital for OA Journal Negotiation

Successful negotiations require not just individuals with necessary skills but also relationships and organizational structures, processes, and policies that support the work of those individuals. Three types of intellectual capital, consisting of human, organizational, and social, interact with each other to generate innovative capabilities (Subramaniam & Youndt, 2005). Figure 1 illustrates intellectual capital for OA journal negotiations, based on experiences at PSU. Each organization has different intellectual capital. Therefore, roles and workflows need to be adjusted depending on the available capabilities.

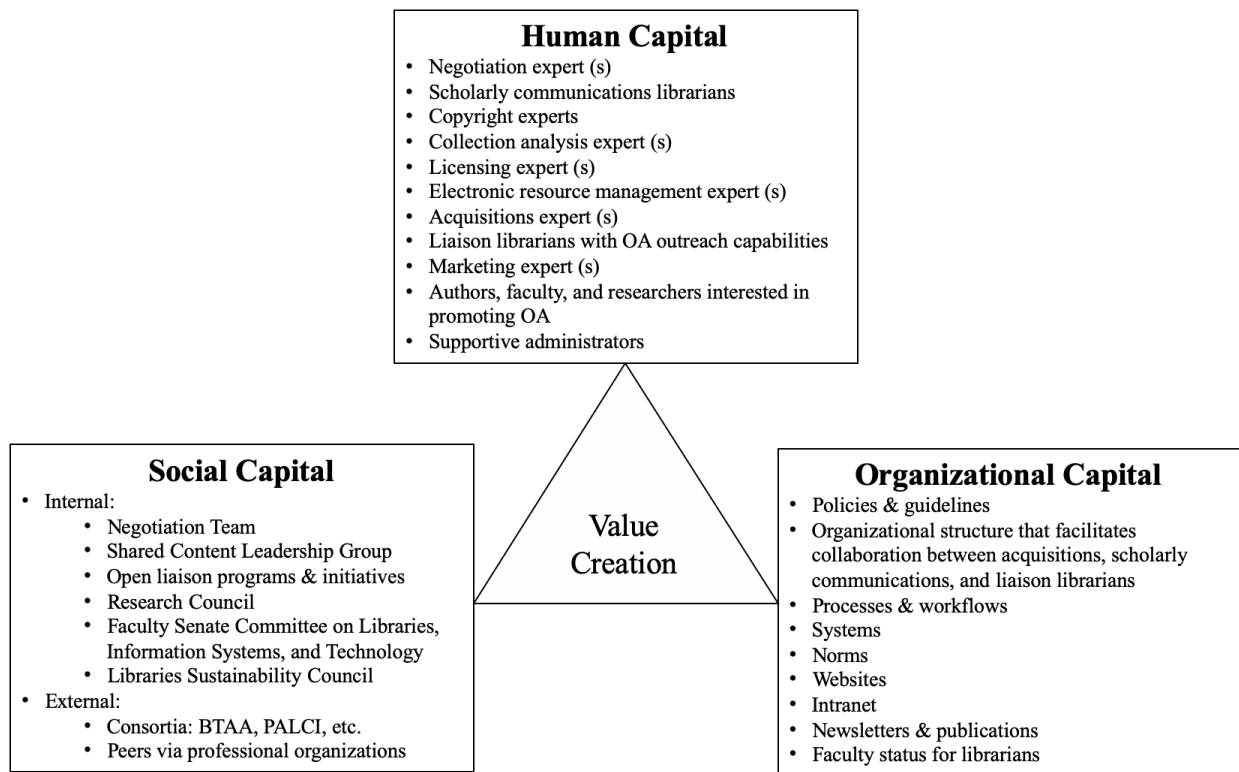


Figure 1  
*Intellectual Capital for OA Journal Negotiation at PSU*

Many people with different skills are involved in OA journal negotiations. Additionally, some roles have become more complex. For example, acquisitions departments now manage agreements involving publishing and reading fees. With a read & publish agreement, they need to obtain at least three different journal title lists: (a) titles with read access, (b) titles eligible for OA publishing, and (c) titles not eligible for OA publishing. Liaison librarians' roles now include outreach related to scholarly communications and research data management, among others, in addition to traditional roles in reference, instruction, and collection development. As OA publishing increases, they need to be familiar with tools necessary for journal selection, compliance, and research impact maximization so that they can effectively support faculty and researchers. Scholarly communications librarians need to collaborate with liaison librarians who have relationships with instructional faculty so that the broader research community becomes aware of libraries' OA related services.

There are three characteristics of PSU that facilitate OA promotion and negotiation: (a) librarians are faculty members and many attend faculty senate and other university-wide research-related meetings, (b) acquisitions, scholarly communications, and many of the liaison librarians report to the same Associate Dean (AD), and (c) the AD chairs the Shared Content Leadership Group, consisting of subject library heads, copyright officer, acquisitions head, and representatives from different campus locations. These relationships and structures help develop negotiation strategies and communicate outcomes to different audiences. Another characteristic that might help with OA negotiation is that PSU belongs to two major consortia and has membership with SPARC (the Scholarly Publishing and Academic Resources Coalition), HathiTrust, and others where participants have opportunities to exchange information. While much information on guiding principles on OA journal negotiations is publicly available, these membership organizations provide helpful social networks that provide opportunities for insights from peers.

Additionally, many librarians at PSU volunteer for regional, national, or international associations' committees, which also serves as social capital that might contribute to positive outcomes of negotiations.

## Negotiation Workflow

Successful negotiations require thorough planning and timing. Acquisitions staff are aware of journal contracts' renewal cycles and can plan for timely negotiations. This allows libraries' collections leaders and others to provide a heads-up to core users and university administration. Liaison librarians can start gathering faculty and researchers' input on upcoming negotiations. Libraries can also participate in or lead studies to assess stakeholders' interest in converting subscriptions to OA, renewing agreements, or making changes to subscription agreements. For example, PSU participated in a Big Deal cancellation study to explore journal cancellation options and collaborated with other academic libraries to explore negotiation strategies (Ithaka S+R, 2020). The study provided an opportunity for librarians to interview faculty members who are frequent users of the journal contract under review, which also served as a heads-up on the upcoming negotiation.

At the same time, opportunities sometimes arise unexpectedly. For example, several publishers proactively reached out to PSU to promote OA journal agreements and sustainable funding models in summer 2020. This allowed PSU to evaluate those offers and work with publishers who are interested in different OA approaches. As a result, the Libraries successfully negotiated OA journal agreements with two of the publishers in 2020: Cambridge University Press (CUP) and PLOS. They offer different models. The CUP agreement is a read & publish agreement, in which a single payment covers both reading or subscription fee and OA publishing fee for the institution's corresponding authors. It's a transformative agreement in that the model gradually shifts the weight away from the subscription fee toward the OA publishing fee. The PLOS agreement, on the other hand, is based on the PLOS' Community Action Publishing (CAP) program, in which participating institutions make a single payment to sustain highly selective journal publishing so that corresponding authors do not need to pay for APCs. The negotiated agreement includes two influential journals: *PLOS Biology* and *PLOS Medicine*.

As the OA journal negotiations with CUP and PLOS were concluding, those publishers proposed that the agreements be signed via a consortium to reduce duplicated work and to provide consistent and favorable terms. This was a win-win situation for both the interested libraries and the publishers. The Big Ten Academic Alliance (BTAA) obtained input from its members on their interest level and previously negotiated terms, handled the licensing work, and the agreements became effective as of January 2021 (Big Ten Academic Alliance, n.d.). PSU Libraries shared the news at various meetings and via university news (The Pennsylvania State University, 2021) so that relevant researchers can be informed and take advantage of negotiated terms. Table 2 summarizes the workflow of OA journal negotiations at PSU.

Table 2

OA Journal Agreement Negotiation Workflow at PSU

Communication is ongoing, before, during and after negotiation.		
Steps	What	Who
1	<p><b>Data collection and analysis:</b></p> <ul style="list-style-type: none"> <li>• Annual subscription fee, if applicable</li> <li>• List of subscribed titles, if applicable</li> <li>• COUNTER compliant usage data (publisher)</li> <li>• Annual APC spend (publisher)</li> <li>• APCs official rates (publisher's web)</li> <li>• Faculty publication output (Web of Science)</li> </ul>	<ul style="list-style-type: none"> <li>• Acquisitions / electronic resources librarian / collection analyst</li> <li>• Scholarly communications librarians</li> </ul>
2	<p><b>Goal setting:</b></p> <ul style="list-style-type: none"> <li>• Aspiration point</li> <li>• Reservation point (least attractive acceptable proposal)</li> </ul> <p><b>Benchmarking:</b></p> <ul style="list-style-type: none"> <li>• ESAC Transformative Agreement Registry, if applicable</li> <li>• Peers</li> </ul> <p><b>Publisher proposal review</b></p>	<ul style="list-style-type: none"> <li>• AD for Collections, Research, and Scholarly Communications</li> <li>• Scholarly communications librarians</li> <li>• Acquisitions / electronic resources librarian / collection analyst</li> </ul>
3	<p><b>Local heads-up and consultation:</b></p> <ul style="list-style-type: none"> <li>• Shared Content Leadership Group</li> <li>• Dean</li> <li>• University Research Council</li> </ul>	<ul style="list-style-type: none"> <li>• AD for Collections, Research, and Scholarly Communications</li> </ul>
4	<p><b>Negotiation &amp; contract (local)</b></p>	<ul style="list-style-type: none"> <li>• Negotiation team, consisting of:                             <ul style="list-style-type: none"> <li>○ Associate Dean (lead)</li> <li>○ Scholarly communications</li> <li>○ Acquisitions</li> </ul> </li> <li>• Licensing &amp; contract specialist (s)</li> </ul>
5	<p><b>Negotiation &amp; contract (via a consortium)</b>  <i>Optional</i></p>	<ul style="list-style-type: none"> <li>• AD for Collections, Research, and Scholarly Communications</li> <li>• BTAA</li> </ul>
6	<p><b>Announcement:</b></p> <ul style="list-style-type: none"> <li>• University Libraries</li> <li>• University Research Council</li> <li>• University Faculty Senate Committee on Libraries, Information Systems, and Technology</li> <li>• Penn State News</li> <li>• ESAC Registry, if transformative agreement</li> </ul>	<ul style="list-style-type: none"> <li>• AD for Collections, Research, and Scholarly Communications</li> <li>• Scholarly communications librarians</li> <li>• Libraries Public Relations &amp; Marketing</li> <li>• BTAA</li> </ul>



7	<b>Outreach &amp; training</b>	<ul style="list-style-type: none"> <li>• Scholarly communications librarians</li> <li>• Liaison librarians</li> </ul>
8	<b>Assessment</b>	<ul style="list-style-type: none"> <li>• AD for Collections, Research, and Scholarly Communications</li> <li>• Scholarly communications librarians</li> <li>• Acquisitions / electronic resources librarian / collection analyst</li> <li>• Assessment specialist (s)</li> </ul>

The negotiation team, consisting of the Associate Dean (AD) for Collections, Research, and Scholarly Communications, scholarly communications librarians, and acquisitions, was focused on the overall goal: promoting OA publishing without increasing overall costs. It was not easy to incorporate grants in the payment process of the OA journal agreements due to internal workflow challenges. Therefore, the negotiation team, with input from the research accounting office, decided to negotiate within the Libraries’ budget. It was helpful that the Libraries had cancelled some low-usage titles prior to the negotiation, and the overall subscription fee, which serves as the base, was already set at a reasonable level. The negotiation team obtained historical APC spend data from the publisher and added the amount to the subscription spend to come up with the reservation point, or the least attractive offer that the Libraries would be willing to accept. The AD reviewed peer institutions’ negotiation outcomes and set the target for the annual price increase caps. The negotiation team also reviewed faculty publication patterns and the official APCs so that they could assess how transparent and reasonable the publishers’ offers were. The Libraries chose to receive publisher offers first, rather than making proposals from the Libraries’ side, due to timing of the offers, resource constraints, past negotiation experiences with publishers, and also because the negotiation team’s strategy was straightforward.

As Table 2 shows, the Libraries’ communication on these negotiations was ongoing -- before, during and after negotiations. These were not contentious negotiations. Therefore, the Libraries’ Public Relations and Marketing unit was most heavily involved at the announcement stage. It was helpful that the Libraries had already made a public announcement on a large budget cut (The Pennsylvania State University, 2020), to set the stage for negotiations. Throughout the negotiations, the AD for Collections, Research, and Scholarly Communications provided a status update at relevant meetings. Scholarly communications librarians also communicated and provided workshops on the institution’s OA policy and related matters so that others, particularly liaison librarians, were informed.

## Essential Terms

The contractual terms needed for OA journals are different from those needed for subscription journals. For subscription licensing agreements, several excellent model licenses exist (see, e.g., California Digital Library, 2019; Canadian Research Knowledge Network, 2016; Jisc, n.d.-a). Many of the terms included in these model licenses for subscriptions are applicable to OA journal agreements. However, for OA journal agreements, additional terms need to be negotiated depending on the nature of the agreement. Libraries can gain insights from existing principles and guidelines (ESAC Initiative, n.d.-b; Jisc, n.d.-b; LIBER, 2017; MIT Libraries, 2020; Office of Scholarly Communication, University of California, n.d.-a, n.d.-b; UC Publisher Strategy and Negotiation Task Force, 2019) and agreements that are registered via ESAC Initiative (ESAC Initiative, n.d.-a). There are different transformative models (Hinchliffe, 2019), and contract and licensing experts need to be familiar with different OA approaches and secure essential terms. One way to reduce workload is to start with one of the model licenses (see, e.g., California Digital Library, 2019) and make necessary revisions by adding terms related to transformative OA agreements.



Publishers are likely to want to initiate drafting contracts from their side using their language so that they are able to anchor contracts with their ideal terms. While this might save some work for libraries, especially if licensing capability is limited within the library, it is important for libraries to set their own goals and negotiate essential terms for OA journal agreements. Table 3 shows essential terms for read and publish transformative agreements based on recent experiences at PSU and existing principles and guidelines discussed in the literature review section of this study. Not all terms were secured at PSU. However, the negotiation team considered them during the recent publisher negotiations.

**Table 3**  
*Key Terms for Read & Publish Transformative Agreements*

Terms	
<b>Unique to Read &amp; Publish Transformative Agreements</b>	<ul style="list-style-type: none"> <li>• Content (title lists to be added in the Appendix of the Agreement):                             <ul style="list-style-type: none"> <li>○ Titles with read access</li> <li>○ Titles eligible for OA publishing (negotiate full list)</li> <li>○ Titles not eligible for OA publishing (if necessary)</li> </ul> </li> <li>• Default OA publishing (with an opt-out option for authors if necessary)</li> <li>• Availability of retroactive conversion to OA during the term</li> <li>• Unlimited publishing (goal)</li> <li>• Fees and discounts:                             <ul style="list-style-type: none"> <li>○ Cost neutral total fee (The amount should be the same or less than the combined total of the current subscription fee and APCs payment.)</li> <li>○ No double payments (The publisher should not charge for reading and publishing fees for the same content.)</li> <li>○ Transformative – the goal is to someday eliminate subscription-based reading fee:                                     <ul style="list-style-type: none"> <li>▪ Annual reading fee, decreasing during the term</li> <li>▪ Annual publishing fee, increasing during the term</li> </ul> </li> </ul> </li> <li>• Authorized authors for OA publishing                             <ul style="list-style-type: none"> <li>○ Usually corresponding authors</li> <li>○ Obtain discount on APCs for other authors</li> </ul> </li> <li>• Copyright – Authors retain copyright in their articles. The publisher licenses them under the Creative Commons Attribution license CC-BY.</li> <li>• Publisher’s responsibilities:                             <ul style="list-style-type: none"> <li>○ Support &amp; training to promote OA publishing</li> <li>○ Identify eligible authors and eligible articles</li> <li>○ Register the article's DOI with CrossRef</li> </ul> </li> </ul>
<b>All Agreements</b>	<ul style="list-style-type: none"> <li>• Parties to the agreement, e.g. the university &amp; the publisher</li> <li>• Content (title lists, and dates covered in the Appendix)</li> <li>• Authorized sites</li> <li>• Authorized users</li> <li>• Contract term (length of the contract)</li> <li>• Fees and discounts:                             <ul style="list-style-type: none"> <li>○ Total fee</li> <li>○ Annual fee</li> <li>○ Other ongoing fees, e.g. access fee; indicate any waived fees</li> <li>○ One-time fees; indicated any waived fees</li> <li>○ Annual price increase caps</li> <li>○ Negotiated discounts:                                     <ul style="list-style-type: none"> <li>▪ Subscription fees</li> </ul> </li> </ul> </li> </ul>

	<ul style="list-style-type: none"><li>▪ Deeply discounted print</li><li>▪ APC discounts and conditions, e.g. corresponding authors</li><li>• Payment &amp; invoicing terms</li><li>• Access conditions, e.g.:<ul style="list-style-type: none"><li>○ Unlimited simultaneous user</li><li>○ Perpetual access</li></ul></li><li>• Authentication method</li><li>• Copyright – Authors retain copyright in their articles.</li><li>• Authorized uses, e.g.:<ul style="list-style-type: none"><li>○ Display, copy, link</li><li>○ Classroom use, course reserves, course packs</li><li>○ Scholarly sharing with third parties</li><li>○ Text &amp; data mining</li><li>○ Inter library loan (ILL) in accordance with Sections 107 and 108 of the U.S. Copyright Act.</li><li>○ Fair use, i.e., no diminution of rights</li></ul></li><li>• Publisher obligations, e.g.:<ul style="list-style-type: none"><li>○ Content availability &amp; reliability</li><li>○ Support &amp; training</li><li>○ Problem solving expectations</li><li>○ Handling of transfer titles</li><li>○ Title lists (NISO KBART-compliant)</li><li>○ Usage statistics (COUNTER compliant)</li><li>○ Privacy protection of end users</li><li>○ No digital rights management (DRM)</li><li>○ No digital watermarking</li><li>○ No “click-through” licenses for end users</li><li>○ Annual OA report (to see progress and for future negotiation):<ul style="list-style-type: none"><li>▪ Number of OA articles by all authors</li><li>▪ Number and list of OA article citations by authors at the institution</li></ul></li><li>○ Automatically deposit accepted manuscripts in institutional repositories immediately upon publication or will provide mechanisms that facilitate deposit</li></ul></li><li>• Early termination for financial hardship &amp; breach</li><li>• Warranties:<ul style="list-style-type: none"><li>○ Free from defect</li><li>○ Accessibility (W3C Web Accessibility Initiative guidelines)</li></ul></li><li>• Indemnities</li><li>• Governing law</li><li>• Dispute resolution and venue</li><li>• Force majeure</li><li>• Severability</li><li>• Notices (customer &amp; publisher contacts)</li><li>• Do not sign a non-disclosure agreement (NDA)</li></ul>
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Note: This model does not involve grant funds.

Libraries should insist on publisher support and training to promote OA publishing. For example, authors should be automatically directed toward publishing OA (or default OA) although an opt-out option can be provided if it is necessary. With a transformative agreement, authors should not be asked to pay additional fees such as APCs. Any fees mistakenly charged should be refunded to the library. If an author makes a mistake and publishes behind the paywall, the author should be allowed to retroactively convert the article to OA during the term of the contract. It is important that the library plays a role in raising awareness of a read & publish agreement and collaborates with the publisher in this effort because library employees, particularly liaison librarians, have relationships with instructional faculty. A publishers’ web interface alone is not enough to fully support authors in promoting OA publishing. For this

reason, liaison librarians need to work closely with scholarly communications librarians and collaborate on OA publishing outreach efforts.

Many of the terms used for traditional subscription agreements are also important for transformative agreements as shown in Table 3. Libraries might mistakenly overlook perpetual access right when they are negotiating OA journal agreements, assuming that all OA deals automatically provide permanent access to the content. Perpetual access term, however, is essential to secure sustainable access to content regardless of the OA status (Projekt DEAL, n.d.). Additionally, authors should retain copyright in their articles in all agreements. Furthermore, the definition of authorized sites and users is also critical, as it determines who is eligible to publish OA under the agreement.

Libraries are still at the experimental stage with transformative agreements. The institutions with smaller publication output can more comfortably negotiate these agreements because their existing APC payments and expected volume of OA publishing are small, resulting in less risk for the publisher and the library, thus leading to lower fees. At the same time, libraries should also monitor the progress of OA and negotiate persistently as OA content grows so that they can avoid paying for the open portion of the product.

Publishers care about the “big envelope”, or the total fee. Libraries should not assume that annual fees need to increase each year. As open content increases, the financial burden for libraries should be reduced. Incorporating grant funds will also help libraries, as exemplified by the University of California (Office of Scholarly Communication, University of California, n.d.-a). At the same time, the process requires additional payment workflows to handle the multi-payer model. The cost benefit analysis needs to consider not only the financial benefits but also the potential cost of collaboration overload. For individual libraries, it might be prudent to start with a simple agreement that the library can manage within its budget.

## Conclusion

Libraries have different priorities and need to set their own goals, although they can learn from others’ experiences. They have different levels of publishing output and need to choose the appropriate publishing partner so that the publishing fee is within the institution’s budget. For some libraries, the goal of transformative agreements is OA advancement, with less concern on the costs. For others, they need to achieve both cost containment and OA advancement. Either way, libraries need to foster necessary intellectual capital, including motivated people with skills, helpful relationships; and organizational capital such as processes and workflows that support the people involved in publisher negotiations. It might make sense for some libraries to work through a consortium if the library lacks manpower or expertise. Not all libraries enjoy first-mover advantage. Sometimes it is advantageous to observe, collaborate, and achieve goals by learning from others. It is encouraging to see that libraries are sharing their experiences in negotiating agreements with others. More transparency concerning scholarly publishing practices and business terms will hopefully lead to cost containment for libraries and a more open world.

## References

- Asai, S. (2021). [An analysis of revising article processing charges for open access journals between 2018 and 2020](#). *Learned Publishing*, 34(2), 137–143. doi.org/10.1002/leap.1334
- Association of Public and Land-grant Universities. (2020). [How covid-19 changed everything and nothing at all](#). www.aplu.org/June2020ChallengesReport
- Big Ten Academic Alliance. (n.d.). [Open scholarship](#). Retrieved February 7, 2021, from www.btaa.org/library/scholarly-communication/open-scholarship

- Björk, B.-C. (2021). Why Is access to the scholarly journal literature so expensive? *Portal: Libraries and the Academy*, 21(2), 177–192.
- Borrego, Á., Anglada, L., & Abadal, E. (2021). [Transformative agreements: Do they pave the way to open access?](#) *Learned Publishing*, 34(2), 216–232. doi.org/10.1002/leap.1347
- California Digital Library. (2019). [Licensing toolkit](#). cdlib.org/services/collections/licensed/toolkit/
- Canadian Research Knowledge Network. (2016). [Model license](#). www.crkn-rcdr.ca/en/model-license
- Dawson, D. (DeDe). (2018). [Effective practices and strategies for open access outreach: A qualitative study](#). *Journal of Librarianship and Scholarly Communication*, 6(General Issue), 0–36. doi.org/10.7710/2162-3309.2216
- Eddy, M. A., & Solomon, D. (2017). [Leveraging librarian liaison expertise in a new consultancy role](#). *Journal of Academic Librarianship*, 43(2), 121–127. doi.org/10.1016/j.acalib.2017.01.001
- ESAC Initiative. (n.d.-a). [ESAC transformative agreement registry](#). Retrieved February 5, 2021, from esac-initiative.org/about/transformative-agreements/agreement-registry/
- ESAC Initiative. (n.d.-b). [Negotiation principles internationally](#). Retrieved February 5, 2021, from esac-initiative.org/guidelines/
- Gillies, S. (2014). [Negotiating author fees for hybrid OA journals: Library consortial leadership](#). *Collection Management*, 39(4), 231–252. doi.org/10.1080/01462679.2014.935903
- Hinchliffe, L. J. (2019). [Transformative agreements: A primer](#). Scholarly Kitchen. scholarlykitchen.sspnet.org/2019/04/23/transformative-agreements/
- Iowa State University Library. (2019). [Principles for advancing openness through journal negotiations](#). lib.dr.iastate.edu/cos\_reports/1
- Ithaka S+R. (2020). [Project launch: Canceling the big deal](#). sr.ithaka.org/blog/project-launch-canceling-the-big-deal/
- Jisc. (n.d.-a). [Jisc model licences](#). Retrieved February 6, 2021, from subscriptionsmanager.jisc.ac.uk/about/jisc-model-licence
- Jisc. (n.d.-b). [Our role in open access](#). Retrieved February 7, 2021, from www.jisc.ac.uk/content/open-access/our-role#requirements
- Lange, J., & Hanson, C. (2020). [“You need to make it as easy as possible for me”: Creating scholarly communication reports for liaison librarians](#). *Journal of Librarianship and Scholarly Communication*, 8(1), 0–22. doi.org/10.7710/2162-3309.2329
- LIBER. (2017). [Open access: Five principles for negotiations with publishers](#). libereurope.eu/article/open-access-five-principles-for-negotiations-with-publishers/
- Machovec, G. (2020). [Selected tools and services for analyzing and managing open access journal transformative agreements](#). *Journal of Library Administration*, 60(3), 301–307. doi.org/10.1080/01930826.2020.1727280
- MIT Libraries. (2020). [MIT framework for publisher contracts](#). libraries.mit.edu/scholarly/publishing/framework/
- National Association of College and University Business Officers. (2021). [Business officers share steps taken to weather pandemic pressures](#). www.nacubo.org/Research/2020/COVID-19-Research/Weathering-Pandemic-Pressures
- O’Gara, G., & Osterman, A. C. (2019). [Negotiating on our terms: Harnessing the collective power of the consortium to transform the journal subscription model](#). *Collection Management*, 44(2–4), 176–194. doi.org/10.1080/01462679.2018.1564716
- Office of Scholarly Communication. University of California. (n.d.-a). [An introductory guide to the UC model transformative agreement](#). Retrieved February 7, 2021, from osc.universityofcalifornia.edu/uc-publisher-relationships/resources-for-negotiating-with-publishers/negotiating-with-scholarly-journal-publishers-a-toolkit/an-introductory-guide-to-the-uc-model-transformative-agreement/#UCmodel

- Office of Scholarly Communication. University of California. (n.d.-b). [Guidelines for evaluating transformative open access agreements](#). Retrieved February 6, 2021, from osc.universityofcalifornia.edu/uc-publisher-relationships/resources-for-negotiating-with-publishers/guidelines-for-evaluating-transformative-open-access-agreements/
- Office of Scholarly Communication. University of California. (2018). [Pathways to open access](#). osc.universityofcalifornia.edu/uc-publisher-relationships/resources-for-negotiating-with-publishers/pathways-to-oa/
- Porter, M. E. (1979). How competitive forces shape strategy. *Harvard Business Review*, 57(2), 137–145.
- Projekt DEAL. (n.d.). [About DEAL](#). www.projekt-deal.de/about-deal/
- Subramaniam, M., & Youndt, M. A. (2005). [The influence of intellectual capital on the types of innovative capabilities](#). *Academy of Management Journal*, 48(3), 450–463. doi.org/10.5465/AMJ.2005.17407911
- The Pennsylvania State University. (2020). [Penn State Libraries reducing collections budget for 2020-21 fiscal year](#). Penn State News. news.psu.edu/story/624778/2020/07/02/research/penn-state-libraries-reducing-collections-budget-2020-21-fiscal
- The Pennsylvania State University. (2021). [Access to Penn State scholarly research expands through two new agreements](#). Penn State News. news.psu.edu/story/645842/2021/01/29/research/access-penn-state-scholarly-research-expands-through-two-new
- UC Publisher Strategy and Negotiation Task Force. (2019). [Negotiating with scholarly journal publishers: A toolkit from the University of California](#). osc.universityofcalifornia.edu/wp-content/uploads/2019/06/UCNegotiationToolkitforTransformativeAgreements\_May2019.pdf.
- Wellcome. (2020). [Coronavirus \(COVID-19\): Sharing research data](#). wellcome.org/coronavirus-covid-19/open-data