

Université de Lorraine's position on the so-called transformative agreements

Issue

For the past 20 years, the scientific journals publishing model has operated mainly through the acquisition of digital subscription packages from large commercial publishers. The main problems of this reader-pays model are now well identified:

- 1) **A closure of access to content:** this model operates on the principle of a paywall to access scientific works mainly financed by public money.
- 2) **Considerable expenses:** due to a balance of power that is very unfavourable to research institutions, the amounts they pay to have access to content are very high and constantly increasing.
- 3) **Oligopolistic organisation:** the current scientific publishing ecosystem is characterised in many disciplines by an increasing concentration of publishing houses which also hold the ownership of titles and play a key role in the evaluation processes (use of bibliometric indicators and journal ranking).

New models that result in the so-called transformative agreements require a benefit/risk analysis along the three dimensions above.

Transformative agreements

Since 2017, a new type of agreement between research institutions and publishing houses has appeared. Grouped under the term "transformative agreements", these contracts are based on the combination of reading rights and open access publication rights. This type of agreement is beginning to become widespread in the negotiations conducted by the Couperin Consortium in France, while several European countries that have already signed such agreements report contrasting results.

Faced with a sharp increase in subscription and APC (Articles Processing Charges) expenses, it may be tempting in the short term to sign transformative agreements. However, regardless of the ethical issues they raise, and whatever their form (*Read & Publish*, *Publish & Read*, *Subscribe To Open*) and the contractual details of their implementation, these agreements must be assessed by their ability (or not) to address the three pitfalls listed above.

1) Do transformative agreements allow for a shift to open dissemination of scientific content?

On this question, two main trends can be observed in the proposed agreements:

- Only articles whose corresponding author is affiliated with the client institution are open (so-called *Read & Publish* or *Publish & Read* models). In this case, the journal model remains, by default, a closed model, even though the volume of open access articles increases as institutions sign up to this type of agreement. In a way, these agreements favour the so-called hybrid journal model. In most cases, the volume of articles that can be released is limited, which potentially creates a breach of equity between authors, in addition to involving heavy logistical management of counting and tracking publications for the institutions.
- The scientific journal as a whole switches to open access and continues to be financed by the institutions' subscriptions (the so-called *Subscribe to Open* or *S2O* model). However, there is still a risk that this switch to open access will not be sustainable (due to a lack of sufficient funding, if too

many institutions withdraw from the agreement), especially as there may be a temptation to take advantage of open access without contributing to it.

2) Do transformative agreements help to control and reduce expenditure?

Transformative agreements of the *Read & Publish* type should make it possible to aggregate the subscription expenses paid by the library and the APC expenses most often paid individually by the laboratories of the same institution. The objective is to control costs in order to contain the considerable inflation in APC expenditure that has been observed since 2015. However, it has been noted that in many agreements, publishing houses exclude from the transformative agreements their full Open access journals, which represent the majority of APC expenditure. At best, a discount on the APC amount is offered, but in any case, cost control remains very partial.

In addition, the transformative agreements most often provide for an annual contractual increase which does not seem to be justified in any way.

3) Do transformative agreements facilitate the reappropriation of the editorial system by the academic communities?

On this point, transformative agreements do not offer solutions to research institutions and scientific communities. It can even be said that the situation created by this type of agreement is even less favourable to them because it deprives them of an important negotiating lever (the possibility of unsubscribing) in an already very unbalanced power relationship.

By relying on commercial publishing houses and certain learned societies to ensure the open dissemination of scientific publications, transformative agreements present the significant risk of reinforcing and freezing a scientific publishing system whose shortcomings have been documented for several years.

Position of the University of Lorraine

Since 2018, and the cancellation of the subscription to the Springer journal package, the Université de Lorraine (UL) has been seeking, through its subscription and spending choices, different ways to meet these three challenges:

- to move towards open dissemination of scientific content,
- to encourage the control and reduction of expenditure,
- to facilitate the reappropriation of the editorial system by academic communities.

This is why Université de Lorraine decided to strongly support scientific journals that have adopted the Diamond model (immediate open access to content and no publication fees for authors) and signed the [Diamond Action Plan proposed by Science Europe](#), moving from an expenditure logic to an investment logic.

However, the vast majority of scientific journals continue to follow other business models (subscription, APC payments), possibly under transformative agreements. Based on the above guiding principles and objectives, we propose here an appreciation of these transforming agreements:

- **Deals that Université de Lorraine wishes to support:** depending on the financial capacity of the institution, the diamond model should be supported as it addresses simultaneously the three issues raised. Currently, Université de Lorraine supports SciPost, OpenEdition Freemium [and many other initiatives](#), some of them based on the label proposed by [SCOSS](#).
- **Deals in which Université de Lorraine does not wish to engage:** an agreement such as the one negotiated with Wiley which, in its 1st version, only covered papers published in hybrid journals and led to an increase in expenditure, goes against the principles set out above and was therefore not signed by the institution. More generally, agreements that provide only limited, short-term progress

while maintaining the position of publishing houses in long-term negotiations should be rejected. In this case, keeping a read-only contract and negotiating it firmly to obtain a lower price is the preferred course of action.

- **Deals to be examined on a case-by-case basis:** some agreements may be more difficult to characterise because they only partially avoid the pitfalls already mentioned. In order to take a position, the benefit/risk balance of these deals must be assessed on the basis of the following points of attention:
 - The real ability to transform the model of the journal. This is, for example, what motivated the subscription of Université de Lorraine to the EDP Sciences transformative agreement which, via the *Subscribe to open* (S2O) model, allows some journals under subscription to become open access.
 - The absence of additional costs for the institution and the possibility of containing APC fees, which continue to rise. This concerns in particular publishing houses that only have open access journals and have therefore never had subscription contracts with universities. In this respect, an agreement to cover the costs of publication in PLOS journals could be considered since it is based on an annual fee not higher than the current APC expenses and for an unlimited number of articles.
 - The list of journals covered by the agreement, ideally all of the publisher's journals (not hybrid journals only).
 - The volume of articles published. It should be ensured that the agreement covers all published articles rather than a limited number of them.
 - Consistency with existing legislation and policies supporting open science. For example, the Elsevier contract, which provides for the deposit in HAL of accepted author manuscripts 24 months after publication, may delay the deadline for dissemination when the French Law authorises dissemination at 6 months and when Plan S requires immediate dissemination.

In conclusion, although Université de Lorraine is well aware of the increasing expenses in APC and of the need to find solutions to control them, the university chooses not to engage in any transformative agreement that only partially meets the objectives of open science (openness, cost control, reappropriation by authors of their authorship rights) and only in the short term. Université de Lorraine wishes to negotiate more firmly subscription contracts with publishers, while keeping the option of unsubscribing in case of non-agreement. In parallel, it is committed to support alternative and sustainable solutions, to invest in and promote institutional open publishing platforms, to encourage the use of open archives like HAL and the application of the rights retention strategy.

Further information

[État des lieux sur les accords transformants](#) / Irini Paltani-Sargologos ; March 2020 [in French]

[Contracting in the age of Open Access Publications. A Systematic Analysis of Transformative agreements.](#) / David Dufour, Didier Pontille, Didier Torny ; April 2021

[Note d'analyse des dépenses d'APC de l'Université de Lorraine 2019-2020](#) / Jean-François Lutz ; July 2021 [in French]

[Will there be any transformation or are we stuck with the transformative agreements ?](#) / Wilhelm Widmark ; November 2021

[Transformative agreements are not the key to open access](#) / Kathleen Shearer ; August 2022