

CAUL Agreement Principles, 2024:

In alignment with broader initiatives towards more equitable and transparent agreements that are globally fair and sustainable, CAUL presents the following principles. These serve as a foundational framework to guide both CAUL and vendors towards establishing sustainable agreements. Vendors are expected to clearly demonstrate their adherence to these principles throughout their proposals and in the course of negotiations.

- 1. Sustainability, Equity, and Transparency:** Pricing models for all agreements, must be affordable, equitable, and transparent; reflecting fair value and relative to the costs of the services provided by publishers as part of the production of knowledge. Pricing must consider the financial realities of institutions worldwide.
 - a. Pricing must not be higher than equivalent agreements in other countries.
 - b. Pricing must be mindful of currency fluctuations.
 - c. Pricing models, including any negotiations, must be openly available, allowing for comparison and ensuring that prices are fair, reasonable, and aligned with the cost of production.
 - d. Non-disclosure agreements should not be included.
 - e. Alternatives to large subscription packages must be available on request.

- 2. Agreement inclusions:**
 - a. Must be inclusive of unlimited users for all sites and campuses fully affiliated with CAUL consortium institutions. There must be no separate fees or additional charges for individual sites or overseas campuses.
 - b. CAUL Resource Sharing Clause included in agreements for full-text content.
 - c. Full-text content should be supplied with perpetual access rights.
 - d. User types must include all staff, students, and walk-in users.
 - e. Full-text material must be allowed for Course Packs and Reading Lists.
 - f. Agreements must be open to all consortium members, now and in the future.
 - g. Authorised users include all enrolled students and staff regardless of location, without additional site charges.
 - h. All agreements must be opt-in and pricing not affected by participation levels.
 - i. Content must be free of DRM.

- 3. Access and Preservation:** In addition to automatically loading OA articles to repositories, publishers must guarantee perpetual access to OA content and ensure the long-term preservation of digital scholarly records through participation in recognized archiving solutions like Portico, CLOCKSS & LOCKSS.

- 4. Efficiency and Simplicity:** Consortium agreements should aim for simplicity, and efficiency, and must reduce bureaucracy by streamlining processes for the approval, discovery and access of OA materials. Publishers should work collaboratively with consortia and institutions to achieve these goals.

5. Privacy:

- a. Services must be provided within the privacy framework provided by the Privacy Act 1988 and Australian Privacy Principles and as per expectations and guidelines detailed in the [CAUL Procurement Guidance Statement to Vendors on Privacy and Unauthorised Access Processes](#). User data must only be collected for the purposes of provisioning and administering services. User data (including search data) must not be sold to third parties and data brokers.
- b. Access must be anonymous or pseudonymous, names and email addresses must not be required as part of authentication processes.

6. AI: Clauses related to AI must adhere to [ICOLC's Statement on AI in Licensing](#):

- a. AI clauses will permit the use of AI for any and all legal purposes that support consortia members' core missions of non-commercial research, teaching, learning, and equitable access to information.
- b. Multi-year licenses that include AI clauses will formally establish opportunities for the revision and/or updating of language related to AI during the term of the agreement to reflect legal or technological developments.
- c. AI clauses will not restrict user actions in ways that are fundamentally unenforceable.
- d. AI clauses will in no way prevent authorised users from making licensed content fully accessible to other authorised users in any legal manner.
- e. AI clauses will not be introduced into a negotiation in a way that limits a consortium's opportunity to fully review the clauses in accordance with the consortium's regular review procedure.
- f. AI clauses will not introduce new liability clauses beyond the scope of what has previously been agreed upon, especially for actions of authorised users.
- g. Existing TDM clauses where they exist will continue.

7. Multi-year agreements must contain a financial hardship, and no fault, opt-out clauses.

8. "Hold harmless" and "Unlimited Indemnity" clauses are no longer acceptable in CAUL agreements.

9. Institutions will not be held liable for breach of copyright by end users or other end user activity but will make reasonable efforts to provide systems and policies to limit access.

10. Platform fees for perpetual access post cancellation are transparent, and perpetual access via the vendor's usual platform.

11. Notification, including reason, must be provided before any access suspension.

12. ESG: Providers follow best Environmental, Social and Governance (ESG) practices including:

- a. User interfaces should meet requirements for accessibility standards AS EN 301 549 and WCAG 2.1.
- b. Support to impoverished regions for both open access publishing and access to paywalled content.
- c. Robust sustainability practices particularly regarding energy efficiency for data warehouses and cloud-based services.
- d. Demonstrated commitment to eliminating any form of modern slavery within their operations and supply chains.