

## CAUL Agreement Principles for Journal-Based Content, 2024:

In alignment with broader initiatives to transition scholarly publishing towards more equitable and transparent systems that are globally fair and sustainable, CAUL presents the following principles. These serve as a foundational framework to guide both CAUL and publishers towards establishing sustainable open-access agreements. Publishers are expected to clearly demonstrate their adherence to these principles throughout their proposals and in the course of negotiations. Australian and New Zealand institutions contribute significantly to academic publishing through peer review, editorial services, and funding, and this must be reflected in the costs publishers charge for each of those activities<sup>1</sup>.

These principles serve as a basis for establishing open access agreements that are aligned with the goals of making research universally accessible, creating an affordable and equitable scholarly publishing ecosystem, and ensuring that the academic community retains control over the scholarly record. These principles are specific to all current and future CAUL agreements.

- 1. Transition to Open Access:** Publishers must demonstrate a clear commitment to the transformation of scholarly communication and the **rapid** transition to open access publishing. Publishers must provide a roadmap for moving away from subscription models to affordable and equitable OA models.
  
- 2. 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. Open access agreements and licences will be shared on the ESAC Registry, pricing will not be redacted.
  - e. Non-disclosure clauses will not be accepted.
  - f. Alternatives to large subscription packages must be available on request.
  
- 3. Fair Pricing for Open Access Agreements:** In addition to section 2 above, all agreements must reduce and constrain all costs, including the costs of publishing in fully OA titles<sup>1</sup>. Further to this:
  - a. Agreements must be uncapped and include all research articles in all publications within the publisher's portfolio. CAUL will not accept new or

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<sup>1</sup> As per Jisc, "Our role in open access", <https://www.jisc.ac.uk/our-role-in-open-access>

renewal agreements that are capped on publishing volumes or have restricted title lists.

- b. The total fee charged for both access to paywalled content and OA publishing entitlements must result in a reduction on existing spend. Lower publishing institutions will benefit from reduced subscription fees as the volume and value of subscribed content decreases.
- c. Author-paid and department-paid APC payments ("in the wild") in hybrid titles cannot be supported by institutions.
- d. APCs paid by authors or institutions ("in the wild"), cannot be factored into proposal pricing or continue where agreements are in place.
- e. Titles that flip from Hybrid to Gold need to remain within the agreement. Transfers, flips, cessations, and new additions need to be advised ahead of time. New titles, transfer (take-over) titles must automatically be included in the agreement. Articles submitted before transfer but accepted and/or published after transfer must be eligible.
- f. No additional page or colour charges, "Article Development Fees", review fees or supplemental charges or any other service, can be charged to institutions or authors.

**4. Inclusivity and Diversity:** The transition to OA must be inclusive, supporting a wide range of disciplines, languages, publication types and OA agreement models. Agreements must promote open participation and must consider the needs of all research communities, ensuring that OA publishing models are adaptable and responsive to diverse requirements. OA models should be the default for all global customers, applying differentiated regional pricing (geopricing) to customers so they can participate, with allowances for authors with zero funds for publishing.

**5. Author Rights and Licensing:** Author choice and author rights must be fully enabled, with agreements supporting the use of liberal Creative Commons licenses, to maximise the reuse and distribution of scholarly works and ensure compliance with institutional and funder OA policies. Immediate green OA must be permitted (i.e. on acceptance repository deposit of AAM under a CC licence) for any non-OA articles.

Agreements must support authors' retention of copyright and all rights therein. Open access agreements with publishers must stipulate that authors only grant "limited" or "non-exclusive" licenses to publishers, and liberal Creative Commons (CC) licenses (e.g., CC BY) must be applied as the default choice. In keeping with the spirit and goals of open access, more restrictive CC licenses (e.g., CC BY-NC, CC BY-ND, and CC BY-NC-ND) must function as originally intended, in respect of the author's disciplinary needs or to ensure First Nations' knowledge sovereignty; consequently, author "license to publish" agreements must not limit the author's rights in any way. The author's choice of license must not affect the price of publication services.

- 6. Quality and Integrity:** The quality of the peer review process and editorial practices must be maintained at the highest standards. Publishers must ensure that journals adhere to ethical publishing practices, as outlined by recognized bodies such as the Committee on Publication Ethics (COPE). Quality assurance in the process of scientific peer review must be clearly separated from the processes associated with the provision of publishing services to prevent practices that lower standards to increase publisher revenue. Editorial independence must be guaranteed<sup>2</sup>.
- 7. 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.
- 8. Efficiency and Simplicity:** The management of OA 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.
- 9. Engagement and Accountability:** Stakeholders, including libraries, consortia, publishers, and the academic community, will engage in open and transparent dialogue throughout the negotiation and implementation of OA agreements. Publishers must demonstrate their commitment to these principles through regular reporting and accountability measures.
- 10. Accurate Reporting:** Publishers must provide accurate data on publishing volume and trends, particularly in shifts in paid-for, and freely accessible content, at international and local levels. Additionally, publishers will need to provide accurate data on the contributions made by authors, peer reviewers and other institutional staff in the scholarly communications process.
- 11. 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.

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<sup>2</sup> As per Final Statement 16th Berlin Open Access Conference, OA 2020, <https://oa2020.org/b16-conference/final-statement/>

**12. 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.

**13. 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.

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

**15. “Hold harmless” and “Unlimited Indemnity”** clauses are no longer acceptable in CAUL agreements.

**16. 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.

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

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

**19. 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.