

## Agreement Principles and Guidelines:

Agreement principles and guidelines are aligned to CAUL Values. CAUL is:

- Inclusive
- Open and transparent
- Ethical
- Collaborative
- Participative
- Progressive

### Agreement Principles:

As part of the CAUL [Strategy 2023 to 2025](#), the CAUL Content Procurement Service negotiates agreements on behalf of Member institutions to deliver optimal value to Members, including the best possible pricing models and the most favourable terms, through an assertive and coordinated approach. The CAUL Content Procurement Service delivers significant benefits of cost avoidance and saves time by streamlining procurement workflows. In addition to delivering value to Members through favourable terms and pricing, CAUL is focused on enabling libraries to leverage their existing subscription spend to facilitate increased Open Access publishing.

CAUL is a key stakeholder in the dissemination of Australian and New Zealand research and seeks to increase the visibility and access to scholarly output for its members. In conjunction with Strategic Enabling Programs for Open Access, CAUL undertakes sector-wide work that focuses on enablement of Open Access, which supports institutions in implementing, communicating, delivering, and evaluating their Open Access initiatives.

CAUL requires:

- Agreements that are:
  - Reflective of the true value of the content and publishing to individual consortium members
  - Sustainable for libraries, considering budgetary and economic limitations
  - Measurable and auditable
  - Transparent
  - Equitable and consistent for pricing across consortium members and equitable and consistent when compared to pricing for other regions
- Providers facilitate access to content to end users securely and privately
- Content supplied by authors at CAUL Member institutions be made available as Open Access (CC-BY) as “version of record” via Open Access agreements and considerate of institutional and National policies including [NHMRC](#)

## Agreement Guidelines:

The following requirements are detailed to assist vendors and publishers provide agreements in line with principles listed above:

1. **Pricing:**
  - a. Prices should decrease, stay the same or any increases should be minimal and in line with institutional financial resourcing and be available to all CAUL consortium members regardless of type or location. In addition to being mindful of budget capabilities, suppliers should be understanding of other factors such as currency rate fluctuations
  - b. Prices should be inclusive of all sites and campuses fully affiliated with CAUL consortium institutions. There should be no separate fees for individual sites or overseas campuses<sup>i</sup>
  - c. Publishers will need to show reduced pricing for subscribed content where the volume of subscribed content has reduced due to increases in OA content
  - d. Providers show rationale to justify how pricing is formulated
  - e. Alternative options to large subscription packages must be available on request
2. **Open Access:** Options for Open Access for Australian and New Zealand authored content must be included (See Additional Guidelines for Open Access Agreements below)-
3. **Transparency:**
  - a. New licences including confidentiality clauses will not be accepted by CAUL from 2024 onwards. Open Access agreements may be shared on the [ESAC Registry](#)
  - b. CAUL Reserves the right to share and discuss any aspect of any existing agreement or new agreement being negotiated, with institutional stakeholders
4. **Privacy:** 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 should only be collected for the purposes of provisioning and administering services.
5. **Equitable Agreements:**
  - a. All licences for full text content should include [CAUL's Model Clause for Resource Sharing](#)<sup>ii</sup>
  - b. Full text content should be supplied with perpetual access rights
  - c. Agreements and pricing must be made available for all CAUL Consortium Members regardless of location, or member type (UA, CONZUL or External).
  - d. User types should include all staff, students, and walk-in users
  - e. Text and Data Mining provisions should be included at no extra cost and minimal licencing requirements
  - f. eBook agreements should meet requirements detailed as per the [CAUL Procurement: Statement on eBook provision](#)
6. **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

**Additional Guidelines for Open Access Agreements:**

1. Pricing for Open Access Agreements should be within existing subscription pricing, not include historical spend on hybrid APCs, and sustainable as per pricing guidelines stated above
2. Where the inclusion of Gold OA increases prices above typical subscription pricing, Gold OA publishing should be available as an “optional extra” in addition to hybrid publishing inclusions.
3. Agreements should be uncapped and include all publishing to hybrid and gold journal titles
4. Publishers participating in Open Access agreements will provide publishing reports as per CAUL’s [Read & Publish Agreement Reporting Requirements](#) for data standards and report frequency
5. Journal titles that change status from hybrid to gold Open Access during the agreement, remain eligible for publishing within the agreement
6. Author interfaces clearly show that options to publish without APC payment are available
7. All agreements should include CC-BY Licencing by default. Other CC-BY licence types can be included, but authors must retain rights to the copyright

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<sup>i</sup> Total FTE counts include fully enrolled students across all campuses, onshore and offshore, as per official numbers provided by DESE and TEC (NZ). When it comes to eResources, Universities have only one site: Online

<sup>ii</sup> Publishers for full text content not able to include CAUL’s model clause will need to provide a statement detailing why they are not able to meet Australian legal requirements for resource sharing. The statement will need to include legal advice from the publisher as to why the clause cannot be included.