

HOW TRANSFORMATIVE IS IT?

A spectrum of transformation drivers leading to an open scholarly publishing paradigm

This spectrum illustrates the array of transformation drivers that characterize transformative agreements¹ (TAs), to help institutions evaluate publisher proposals during the negotiation process, assess the progress of their current TAs, and map out their next negotiation objectives. Recognizing that libraries and library consortia will have their own unique starting points and priorities, the spectrum maps out how successive transformative agreement iterations depart from the limitations of the subscription paradigm and lead, progressively and concretely, to an open and diverse scholarly communication environment. It reflects the range of mechanisms advancing the open access transition through the over 350 agreements documented in the ESAC Registry or that are under discussion in current negotiations. For each transformation driver, the spectrum starts (at the left) with the overarching negotiation objective, contrasted by a description of conditions under the subscription paradigm. The spectrum then progresses through different agreement iterations toward the envisioned characteristics of an open scholarly publishing paradigm.

TRANSFORMATION DRIVERS	SUBSCRIPTION AGREEMENTS	SPECTRUM OF TRANSFORMATION								
OPEN ACCESS PUBLISHING	Empower authors with the means and opportunity to publish 100% of their research articles, accepted for publication in all journals of the relative publisher, open access.	Authors are required to relinquish copyright of their articles to publishers, unless they can afford to cover open access publishing fees (APCs) for open access publishing in “hybrid” journals on their own. The vast majority of journal articles are published behind the subscription payroll.	Open access publishing is incentivized with centrally negotiated discounts on APCs, but the agreement does not cover any specific amount of articles, and relies on author-facing hybrid payments without central oversight An indeterminate amount of journal articles may be published open access.	The agreement empowers authors with the means and right to publish their articles under an open license, but this is capped to a degree that only covers a limited percentage of their article outputs, i.e. 50%-70%. A fair amount of journal articles are published open access.	The agreement empowers authors with the means and right to publish their articles under an open license, but this can potentially be limited, mainly because the agreement covers a fixed number of expected articles, agreed and paid in advance, and actual volume of article output can vary. All journal articles could potentially be published open access.	The agreement empowers authors with the means and right to publish articles under an open license without a cap, but OA publishing rights for a certain subset of journals remains excluded from the agreement, for example the publishers’ fully open access journals or specific journal imprints. All journal articles in a large portion of the complete publisher portfolio are published open access.	The agreement empowers authors with the means and right to publish an unlimited amount of articles under an open license in the complete journal portfolio of the publisher. All journal articles are published open access.	Authors retain copyright and openly license their articles.		
	ORGANIZE INVESTMENTS AROUND OA INSTEAD OF PAYWALLS	Rein in and re-engineer the parallel financial streams of the subscription-paradigm and orient institutional investments in scholarly publishing around open access.	Institutions pre-pay undisclosed lump sums in annual subscription fees for reading access to closed and “hybrid” journals and journal portfolios. Additionally, and in parallel, authors pay APCs to publish their articles openly in “hybrid” journals without any central representation to negotiate more favorable conditions and bring pricing into check. There is no central oversight or control into the total amount in fees being paid to publishers.	Under one central agreement, institutions pre-pay annual subscription lump sum fees for reading access and a certain quota of open access publishing rights (articles) are included in the price, disbursed, for example, in tokens or vouchers. While institutions cover the costs for a certain amount of open access publishing, the subscription paradigm persists with, largely unchanged and undisclosed, lump sum subscription fees.	Under one central agreement, institutions pre-pay annual, lump-sum fees that cover both open access publishing fees and fees for reading access, for example as in “Read & Publish” models.	Under one central agreement, institutions pre-pay annual, lump sum fees for open access publishing that are calculated based on their publishing output, according to a transparent fee, for example as in certain transformative models adopted by learned societies or tiered models.	Under one central agreement, institutions pay for open access publishing based on fees that are calculated and post-paid or partially post-paid in direct proportion to the services rendered under a transparent pricing framework, for example based on per-article fees.	Under one central agreement, institutions pre-pay for open access publishing services in direct proportion to the services rendered and based on transparent and differential pricing that responds to market pressure and community expectations for fairness, sustainability and equity.	Researchers everywhere are able to read and publish without financial and administrative burden; fees for open scholarly publishing services are covered by their organizations (institutions, grant funding agencies).	
		A SUSTAINABLE TRANSITION	Establish mechanisms to ensure sustainability and mitigate potential financial risks as the scope of agreements evolves from the static lock-in of subscriptions to the dynamic nature of (open access) publishing.	Ever larger portions of library materials budgets are locked in journal subscription agreements whose prices increase year after year beyond standard inflation rates. While global scholarly article output has continued to grow steadily for more than a century, dynamic growth in open access publishing in both fully open access journals and “hybrid” journals means that authors are spending more and more on APCs. The increasing costs on both sides and lack of market control represent the highest level of financial risk and lack of sustainability.	The centrally negotiated agreement remains subscription-based but stipulates discounts on “hybrid” APCs that continue to be paid by authors. While there is a small, overall reduction in total cost, authors must continue to pay for open access publishing while the library continues to pay annual subscription fees, raising concerns of sustainability and financial risk.	The centrally negotiated agreement covers both reading access and a fair amount of open access publishing, but the overall costs are additive, i.e. fees for open access publishing come on top of subscription fees. While open access publishing without author-facing fees is integrated into the institutional agreement to a fair degree, it raises concerns of financial sustainability.	The centrally negotiated agreement integrates both reading access and open access publishing for a fixed fee, but sets a cap on the number of articles covered, without including robust mechanisms to compensate for changes in publication volume. While a good portion of open access publishing may be achieved, actual publication volume might exceed or fall short of the cap, placing the financial risk entirely on the institution. ²	The centrally negotiated agreement integrates both reading access and open access publishing (prepaid or post-paid). Additionally, the agreement includes cost control mechanisms to compensate for unanticipated fluctuation in actual publication volume Open access publishing for the vast majority of articles is covered and mechanisms are in place to mitigate financial risks and provide stability and sustainability.	The scope of the centrally negotiated agreement is based fully on open access publishing and includes provisions to mitigate risks of unexpected fluctuation in publishing volume and cost controls on the fees for open access publishing services of both “hybrid” and fully open access journals, such as caps on APC price increases. Open access publishing is fully covered and mechanisms are in place to mitigate financial risks and provide stability and sustainability.	Institutional budgets are reorganized to support the open dissemination of research results and scholarly communication services needed by researchers in our digital age.
			OPTIMIZE PROCESSES FOR OPEN ACCESS	Establish accountability for continued optimization of processes around open access publishing, such as identifying authors covered under the agreement and signaling to them their open access publishing entitlements, reporting on articles at appropriate points in the publishing pipeline, verifying eligibility of articles under the terms of the agreement, handling payments, and monitoring articles published.	Under the subscription paradigm, workflows related to scholarly publishing remain rooted in the print era. Library budgets and processes are organized around providing access to paywalled content. Authors wishing to publish their articles open access are confronted with complicated processes, and libraries are rarely equipped to support them. Without coordinated demand, there is little motivation for publishers to innovate and improvements are incidental.	Early stage agreements often rely on manual, ad hoc or retrofitted processes to implement and manage the workflows associated with open access publishing; without automated processes, there is significant risk of human error and less than successful fruition of the agreement.	Publishers commit to managing processes such as author identification, verification, and article reporting, but institutions are excluded from the process and quality standards are not met. For example, while publishers may provide reports on a regular basis, they may not include all relevant data elements. Without library visibility into the publishing pipeline and complete data, processes and workflows are at risk of breaking down and manual intervention will be required.	As publishers and libraries gain more operational capacity for open access publishing, author identification, verification and payments are handled through automatic processes and shared dashboards that ensure visibility every step of the way. Regular reports complete with all relevant data fields help streamline processes. The community-developed ESAC Workflow Recommendations ³ provide the foundation for setting out requirements in many transformative and open access publishing agreements.	Publishers and libraries prepared for open access publishing on a large scale implement automated identification and authentication processes that require minimal manual intervention. Regular reporting based on the ESAC Workflow Recommendations streamlines processes. Fulfillment of the agreement objectives can be further optimized by agreeing strategies to avoid author opt-outs and to integrate retrospective conversion of closed articles to open access.	Author, library and publisher workflows are oriented around open access and aligned with the ESAC Workflow Recommendations and supported with industry-standard provision of open metadata and APIs, ⁴ connecting dashboards and other third-party systems.
PRICE TRANSPARENCY				Articulate the service levels, terms, conditions and pricing of the agreement openly and transparently to enable community benchmarking and cost comparisons.	The rationale for pricing of journal subscription agreements and “big deals” has been opaque since the start of the digital transition. Shielded from market scrutiny by non-disclosure clauses, subscription pricing has increased year after year at rates far beyond those of standard inflation. Journal-level APC prices are listed publicly, but authors, individually, exert little market pressure to constrain or reduce them and are additionally confronted with print-based fees such as page and color charges.	Agreements still closely aligned with the subscription paradigm often carry non-disclosure clauses requiring complete confidentiality and prohibiting public disclosure of the agreement.	In an initial step toward transparency, some agreements are published openly, but certain terms of the contract, for example, the financial terms, are still subject to confidentiality clauses.	As a service to the broader community, libraries and consortia enter key details of the transformative agreements they sign in the ESAC Registry, an open, community resource aimed at increasing transparency around publisher agreements. Even if institutions do not publicly disclose their agreements or full terms and conditions, the ESAC Registry enables the community to benchmark key TA characteristics and feeds into the data visualizations of the ESAC Market Watch, ⁵ quantifying their impact.	A number of libraries and consortia have already achieved full transparency in their transformative agreement negotiations, securing the right to publicly disclose their agreements (no non-disclosure clauses). This commitment to fostering a transparent scholarly publishing market is further supported by their entries in the ESAC Registry, complete with links to the agreement full texts.	In the current landscape, the greatest level of transparency around transformative agreements might include public disclosure of the agreement, entry in the ESAC Registry, public reporting on contract performance (e.g. development of opt-out rates, shares of publication volume, etc.), and application of transparency price frameworks ⁶ that foster comparability in cost/service assessments.
	COMMIT TO AN OPEN PARADIGM			Garner publisher commitment to a sustainable, equitable and irreversible transition to open access.	The current subscription paradigm perpetuates barriers for readers whose institutions cannot always afford subscription fees and barriers for authors without institutional support to publish their articles openly.	While negotiations of individual institutions and consortia may have the dual objective of reining in costs and supporting authors to publish their articles openly, transformative agreements, collectively, have the specific function of transitioning the subscription-based journals valued by authors to open access models. Some early stage agreements do not clearly set out the community objective and expectation of a full transition of publisher portfolios to open access.	Accountability for transitioning journal portfolios to open access cannot reasonably be placed fully on the shoulders of publishers, until subscribing libraries and consortia globally voice the shared demand for a transition to open access. Nevertheless, including a statement of intent on the open access transition in the agreement, for example, in a preamble, can be a signal of both the publisher and the negotiating library/consortium’s commitment to the open access transition.	To harness the potential of the large swaths of articles being published openly through transformative agreements globally (as well as hybrid OA publishing outside of TAs), some agreements include provisions holding publishers accountable for flipping individual journals to a fully open access model when a certain threshold in the proportion of OA to closed articles published annually is reached.	Libraries and consortia wishing to support the open access transition can prioritize making agreements with those publishers that have formulated and transparently communicated a strategy to transition their journals or portfolios to a sustainable and equitable open access model. ⁷ Libraries and consortia committed to providing their authors with a variety of open access publishing opportunities also enter agreements with publishers adopting other transitional frameworks ⁸ and with fully open access publishers, as well as supporting community-based platforms and local/local-language publishing venues.	Open access as the default in scholarly communication.

References

- ESAC Transformative Agreements <https://esac-initiative.org/about/transformative-agreements/>
- In the former case, this could result in additional costs to the negotiating institution/consortium to cover 100% of articles or, potentially, leave the consortium with less than 100% OA coverage—depending on what was stipulated in the agreement. In the latter case it would result in overpayment/financial loss, unless, some compensation mechanism is established for the unused publication rights (e.g. transferability to subsequent years).
- ESAC Workflow Recommendations <https://esac-initiative.org/about/oa-workflows/>
- OA Switchboard <https://www.oaswitchboard.org/>
- ESAC Market Watch <https://esac-initiative.org/market-watch/>
- Plan S Price Transparency Frameworks: guidance and requirements <https://www.coalition-s.org/price-and-service-transparency-frameworks/>
- ACM Open <https://libraries.acm.org/subscriptions-access/acmopen>, Society Publisher’s Coalition, Unlimited Open Access <https://www.socpc.org/action>, etc.
- The Royal Society, Our transition to Open Access <https://royalsociety.org/blog/2021/05/our-transition-to-open-access/>
- Subscribe to Open Community of Practice <https://subscribetoopencommunity.org/>, Fair Open Access Alliance <https://www.fairopenaccess.org/>, etc.

The spectrum is a companion to the [ESAC Reference Guide to Transformative Agreements](#), where you can find out more about the specifics of how to prepare for, negotiate and implement transformative agreements. This spectrum was inspired by the “How Open Is It” guide for authors created by SPARC in conjunction with PLOS and OASPA.