##### cOAlition S

#### Making full and immediate Open Access a reality

# Developing a globally fair pricing model for Open Access academic publishing

# Apply to perform a study

## Deadline for applications: 13 March 2023

***cOAlition S is seeking to engage the services of a consultant to explore how a globally fair pricing system for academic publishing could be devised and implemented.***

The European Science Foundation, which hosts the cOAlition S office, will award the contract on behalf of cOAlition S.

## Overview

cOAlition S is participating with UNESCO, the International Science Council (ISC), the Open Access 2020 Initiative (OA2020), Electronic Information for Libraries (EIFL), the Association of African Universities, and Science Europe in organising a series of workshops on global equity in Open Access publishing (<https://oa2020.org/events/workshops-global-equity-in-oa-publishing>)

The first of these workshops focused on viewpoints from Europe and Africa, and participants formulated a variety of proposals, including a call for publishers to adopt more equitable practices, including but not limited to transparent pricing of Open Access publishing services based on purchasing power parity (PPP). (<https://oa2020.org/wp-content/uploads/GlobalEquityInOpenAccessPublishingWorkshops_KeyInsights.pdf>).

As a follow-up to the workshop, cOAlition S wishes to commission a study to explore how a globally fair pricing system for academic publishing could be devised and implemented. We will work with our partners in the Global Equity Workshop in taking this forward.

The key objective of this study is to identify ways in which readers andproducers of scholarly publications (or their proxies, namely research funders and universities) could financially contribute to supporting the academic publishing services valued by their research communities as a function of their means in a manner that is globally equitable and sustainable.

**From subscription to producer-pays**

As observed by [Osman & Rooryck (2022)](https://www.researchprofessionalnews.com/rr-news-europe-views-of-europe-2022-9-a-fair-pricing-model-for-open-access/), the transition of academic publishing from the subscription model to Open Access shifts payments for publishing services from readers to producers of knowledge. Although this transition makes publications accessible to readers globally, many authors and institutions worldwide do not have access to publishing in journals whose prices they cannot afford.

**Inequities**

The current pricing practices in open access publishing models where costs are borne by the producers of knowledge – authors, funders, or universities – do not currently serve regional and global equity, as they do not reflect equitable standards such as local purchasing power.

For example, APCs paid for Open Access articles are priced at an identical level for customers irrespective of their geographic location, unlike other products and services with a global reach that are typically priced as a function of local purchasing power. Global products and services tend to cost what the local market can bear. It is unclear why payments for open access publishing services do not.

Admittedly, some researchers facing APC payments may qualify for waivers, but there is [no globally agreed way for publishers to handle waivers](https://eifl.net/media/waive-or-reduce-apcs-help-authors). Moreover, they are [perceived as patronizing](https://blogs.lse.ac.uk/impactofsocialsciences/2020/02/21/read-and-publish-open-access-deals-are-heightening-global-inequalities-in-access-to-publication/) and neocolonial. They are an in-or-out mechanism unilaterally controlled by the publishers and do not afford any agency to recipients. Summing up, the current system for meeting the costs of academic publishing is both regionally and globally inequitable.

**Globally fair payment for academic publishing**

cOAlition S funders are committed to fair and transparent open access fees and encourage the diversity of open access business models (Principle 5 of Plan S). There is a need to transition towards a globally agreed system of payment for academic publishing services that is fair, equitable, and transparent.

It should be **fair** in guaranteeing payment of a reasonable price for clearly defined services. It should be **equitable** by taking into account the ratio of readers and authors as well as their local purchasing power for any contributing country or institution. It should be **transparent** in making clear the criteria for inclusion in a specific pricing tier.

The objective of the study for tender is to explore the current pricing and distribution of costs of academic publishing and explore alternative pricing models that are fair and transparent and that enable global participation and equitable cost distribution. Special consideration should be given to the Purchasing Power Parity (PPP) model, which Osman & Rooryck (2022) suggested as a potential model for devising an equitable pricing model for academic publishing.

*This document outlines the key tasks, deliverables, and available budget, along with an application template for those who wish to apply for this consultancy.*

## Tasks

cOAlition S wishes to commission a study that provides an analysis of how a globally fair pricing system for academic publishing could be devised. The study must address the following objectives:

1. Evaluate existing payment systems and payment models for Open Access academic publishing in terms of global equity.
2. Provide an analysis of these pricing models and assess them as a function of criteria of fairness, global equitability, and transparency in the sense defined above.
3. Consider specifically whether PPP-based OA pricing could be a viable model for delivering globally fair OA academic publishing.
4. Identify the technical, political, social, economic and legal challenges these pricing models face, or possible unintended consequences they may have if implemented. Formulate recommendations to overcome these challenges.
5. Identify best practices, efficiency gains, and potential collaborations in terms of shared services or infrastructure.
6. Formulate a set of principles that a fair, globally equitable, and transparent alternative payment system for academic publishing should meet with recommendations for different actors to put it into practice.

## Deliverables

In terms of deliverables, we require the following:

* A full report, including an executive summary, which seeks to answer the questions posed above.
* This report must be made available under the Creative Commons Attribution licence (CC-BY).

## Evaluation criteria

Offers will be assessed following four criteria:

* Understanding of project 15%
* Previous experience – especially in undertaking similar economic studies 35%
* Proposed approach 30%
* Value for money 20%

The offer receiving the highest mark will be considered for selection. The European Science Foundation reserves the right not to award this contract if no suitable supplier(s) is identified.

## Timeline

Table 1 shows the indicative timescales for this piece of work. When responding to this Brief, applicants are asked to comment on the feasibility of meeting the timetable outlined here.

|  |  |
| --- | --- |
| Activity  | Date |
| Issue the Brief to potential contractors | Monday 6th February 2023 |
| Responses returned  | Monday 13th March at 09:00 GMT |
| Contractor interviews (via video conference) | Thursday 23rd March 2023 |
| Contractor appointed (contract for services signed) | Friday 31st March 2023 |
| Mid-term meeting with Steering Group | June 2023 |
| Draft Report | End of September 2023 |
| Final Report | Friday 27th October 2023 |

Table 1: Timeline

## Budget

A total budget of up to €60k (including any VAT which might be chargeable) is available to support this work.

Payments will be linked to milestones, which will be agreed with the contractor.

## Advisory Group

A small Advisory Group, comprised of representatives from cOAlition S and the broader stakeholder community, will oversee this work.

The appointed contractor will need to work with this group and participate in at least three virtual meetings – a kick-off meeting; mid-term update, and a final meeting to discuss the draft results of the report.

## Consultant requirement

We are seeking an independent consultant (which may be an individual consultant, organisation or team) with extensive knowledge of the scholarly publishing landscape, and a good understanding of economic models, such as the Purchasing Power Parity (PPP) model.

## Responding to this brief

Contractors who wish to respond to this Brief should apply by using the template set out in **Annex A**. The completed response grid should be sent (by email) in MS Word format to Nora Papp-Le Roy (npappleroy@esf.org), to arrive no later than **09.00 GMT on Monday 13th March 2023.**

# **Developing a globally fair pricing model for Open Access academic publishing**

**Deadline for applications: 13 March 2023**

#### Annex A: Response to the Brief

|  |
| --- |
| **Section 1: Contact Information** |
| Please provide contact details for the main point of contact for this piece of consultancy.If you are applying in partnership with another consultant, please use Section 1 to identify who the contracting party would be. When answering the other questions, please specify which party will be responsible for which tasks. |
| Name of company:  |  |
| Name of contact person: |  |
| Position: |  |
| Address: |  |
| Email: |  |
| Telephone: |  |
| **Section 2: Relevant experience and skills** |
| Provide a summary of your skills and experience that demonstrate your organisation’s ability to undertake the work outlined in the *Brief*. Please give examples of any similar pieces of work you have conducted, providing links to any public documents as appropriate. [**Max 600 words**] |
| Response: |
| **Section 3: Approach and Tasks** |
| Provide an outline of the approach you would adopt to undertake the study. Looking at the tasks identified in the *Brief*, indicate any which you think may be unnecessary. Equally, please identify any additional tasks (or different tasks and approaches) which would significantly enhance this work and help support the development of a globally fair pricing model for Open Access academic publishing. [**Max 600 words**]  |
| Response:  |
| **Section 4: People** |
| Provide a short summary of the people who would be assigned to this project and their key skills.  |
| Response: |
| **Section 5: Costs** |
| Please provide a full costing for the delivery of this study, including any VAT that might be chargeable, using the template below. |
| Response: |
| Item | Day rate | Number of days | Total cost |
| Staff costs |  |  |  |
| External support |  |  |  |
| Travel/subsistence |  |  |  |
| Other (please specify) |  |  |  |
| **Total costs**  |  |  |  |
| **Section 6: Timescale** |
| Please comment on whether you could adhere to the timetable set out in the Brief. If you cannot meet the proposed timeline, please provide an alternative.  |
| Response: |
| **Section 7: Contract for Services** |
| Please indicate if there is anything in the draft Contract for Services (Annex B) that you would not be able to agree to. This information is being requested up-front in lieu of the short timescales in contracting for this work. |
| Response: |
| **Section 8: Conflict of interest** |
| Please state any conflict of interests ESF, on behalf of cOAlition S, should be aware of. |
| Response: |
| **Section 9: References** |
| Please provide two references we can contact. |
| Reference 1 | Reference 2 |

Contractors who wish to respond to this Brief should apply, using the template set out in Annex A. The completed response grid should be sent (by email) in MS Word format to Nora Papp-Le Roy (npappleroy@esf.org), to arrive no later than **09.00 GMT on Monday 13th March 2023.**

# **Annex B: Contract for services**

#### CONTRACT

### to carry out a study on Developing a globally fair pricing model for Open Access academic publishing

This contract is made between**:**

On behalf of cOAlition S,

**the European Science Foundation-Science Connect (ESF-SC),** a non-profit association under French law, having its registered office at **1, quai Lezay-Marnésia, 67080 Strasbourg Cedex, France,** registered with the Registry of Associations of the *Tribunal d’Instance* of Strasbourg (court of first instance of limited jurisdiction), Volume 35, Folio 7, represented by **Mr Nicolas Walter** in their capacity of **Chief Executive** (“**the Customer**”), on the one hand

**AND**

[name of Consultant organisation ] - [registered address]represented by [name of representant] in their capacity as **Coordinator (“the Consultant”**) on the other hand.

Each one designated individually as ‘the party’, or collectively as ‘the parties’.

Following the tender issued on behalf of cOAlition S to perform a study on Develop a globally fair pricing model for Open Access academic publishing, the proposal submitted to the tender by the Consultant, the Parties have agreed on the following:

Once signed by both parties, this Contract together with the Annex detailing the description of work, deliverables, and timeline (the “Work”), shall form the Contract between the Customer and the Consultant (“Party(ies)”).

The parties mutually commit to acting loyally and in good faith, bringing to the notice of the other party without delay any conflict, difference of opinion or difficulty encountered in the performance of the present Contract.

**Article 1. Duration of the Contract**

This Services Agreement is concluded for the activity period starting on [DATE] and ending on [DATE].

In case the work in not completed by this date, the consultant will proceed with the completion with no possible claim. The timeline may be subject to revision and the Contract may therefore be extended to match the revised activity period through a written *Addendum* to the present agreement (*cf. Article 6*). Any extensions to this contract must be in writing and signed by authorised representatives of the parties.

**Article 2. Description of the Work**

**2.1 Background and objectives**

This study is commissioned on behalf of cOAlition S to perform study to assess of how a globally fair pricing system for academic publishing could be devised and implemented. The study must at least address the following objectives:

1. Evaluate existing payment systems and payment models for Open Access academic publishing in terms of global equity.

2. Provide an analysis of these pricing models and assess them as a function of criteria of fairness, global equitability, and transparency in the sense defined above.

3. Consider specifically whether PPP-based OA pricing could be a viable model for delivering globally fair OA academic publishing.

4. Identify the technical, political, social, economic, and legal challenges these pricing models face, or possible unintended consequences they may have if implemented. Formulate recommendations to overcome these challenges.

5. Identify best practices, efficiency gains, and potential collaborations in terms of shared services or infrastructure.

6. Formulate a set of principles that a fair, globally equitable, and transparent alternative payment system for academic publishing should meet with recommendations for different actors to put it into practice.

The Consultant shall perform the study as described in the Description of Work **in the Annex.**

Any change in the Work compared to the attached Description of Work may be performed and delivered by the Consultant upon either the Customer’s or the Consultant’s request(s) and according to terms and conditions to be agreed in writing by both parties *(cf. Article 6 - Amendments to the Work)*.

**2.2: Milestones & Deliverables**

The Consultant shall perform and deliver to the Customer the tasks detailed in the Description of Work, and for which the milestones and deliverables are described in the Annex. Acceptance by the Customer shall ensue within seven days after receipt of the deliverable(s) by the Customer.

In the event that acceptance criteria have not been specifically defined by the parties, then acceptance shall be carried out by the Customer acting in good faith, taking into consideration its mentioned goals, the functional description of its needs and the intended usage of the Deliverables.

**Article 3. Payment schedule**

**3.1 Fees**

**It is agreed that the maximum amount to be invoiced to ESF for the completion of the Work will be [Sum in numbers ] € ([Sum in letters]) Euros including VAT)**

The amounts indicated as payable to [Name of the Consultant] under this Contract are considered as all-inclusive.

**3.2 Payment schedule**

The Consultant shall invoice **ESF** in [number of instalments] instalments as stipulated below:

|  |  |
| --- | --- |
| **Instalments** | **Invoicing date** |
| First instalment (X%) |  € | Upon signature of the Contract |
| Second instalment (X%) | € |   |
|  |  |  |
| Final instalment (X%) |  | Upon completion of the Work to the satisfaction of the Customer. |
| **TOTAL** |  |  |

**The payment conditions are invoice date + 30 days.**

**3.3 Invoicing instructions**

The invoice shall be issued by the Consultant according to the present agreement and sent to the email address, established in the name and address of the customer stipulated below:

**European Science Foundation
1, quai Lezay-Marnésia,
67080 Strasbourg Cedex,
France,**

The invoices shall be sent to:

**[Name]
European Science Foundation- cOAlition S
1, quai Lezay-Marnésia, 67080 Strasbourg Cedex, France,
Email:**

Invoices shall be paid, for the relevant amount net of bank charges, **within 30 working days** from the date of receipt by the Customer by SEPA Credit Transfer on the following bank account of the Consultant, denominated in euros and identified as follows:

Bank:

Account holder:

Account:

BIC:

IBAN:

Reference to be indicated on transfer:

**Article 4. –** **Data Management and Intellectual Property**

**Personal Data:**

Each party is responsible for complying with the European Union General Data Protection Regulation (EU 2016/679) (GDRP) and the provision on data protection applicable within their respective country with regard to personal data provided either way to carry out the present contract.

The Customer is allowed to retain a copy of the data from the present study for archival purposes and to meet its own legal and regulatory obligations.

**Other data:**

All data created by the study will be openly licensed under CC0 license and appropriately documented to enable reuse.

The intellectual property of the report will be transferred to the Customer.  Intellectual property will not be claimed by the Consultant.

**Article 5. – Open Access to the results of the Work**

The Customer will be entirely free to decide on the use and application of the information and deliverables, hereinafter known as “Results” obtained during the study. The Results will be made freely available to the public via the internet, under the Creative Commons, Attribution licence (CC BY).

The methodology, know-how and infrastructure applied and/or developed by the Consultant in carrying out the study remain the property of the Consultant, who is free to use, share, protect, publish, and freely exploit them.

**Article 6. – Amendments to the Work**

Any amendments to the content of the Work, the delivery schedule, the achievement of the assignment, the length of the duration and/or to the related cost during the operation of the present contract, will entail the prior agreement of both parties in the form of a written and signed Addendum, to become an integral part of the present Contract.

**Article 7. – Cancellation**

Cancellation of the present Contract can be made through consensus between both parties. The agreed cancellation must be confirmed in writing and signed by an authorised representative of each party.

In case of cancellation, all costs incurred by the Consultant duly supported by documentation up to the time of receiving the notice shall be paid by the Customer.

**Article 8. – Termination**

The contract will continue until the fulfilment of all obligations set forth in it, in accordance with the timeline provided under Article 1, unless ended earlier in accordance with the aboveArticle 7, or this Article 8.

Either party may terminate the present Contract and the parties’ respective obligations in respect of the services (save for those rights which accrued before such termination) immediately upon written notice to each other, if the other:

- defaults on its obligations under the contract, and if such default is remediable, fail to remedy the default within 30 (thirty) days of that party being notified in writing of the default;

*or*

- becomes insolvent or has a receiver of its assets appointed or goes into liquidation or makes a composition with its creditors.

This termination will become effective 30 (thirty) days after the issue of a registered letter with proof of receipt to describe the default, unless the party concerned fulfils its obligations or provides proof of the failure through *force majeure[[1]](#footnote-1)* within this period.

Exercise of the right to terminate the contract does not exempt the defaulting party from fulfilling its contractual obligations up to the new date of termination of the contract.

In the event of early termination, for whatever reason, the fees due to the Consultant will be calculated according to the services rendered in line with the terms of the contract up until its termination, and, if applicable, to include those services necessary to complete the work in hand (which must be agreed by both parties).

The provisions contained in the articles ‘Data Management and Intellectual Property”, “Open Access to the results of the Work”, “Applicable law” and “Disputes” will remain in force despite termination or cancellation of the present contract.

**Article 9. – Severability Clause**

Should any of the clauses of the present contract become obsolete, invalid or void according to the law or a settlement or a final court decision, such clause will be deemed unwritten and will not affect the enforceability of the contract as a whole.

The parties will do their utmost to reach agreement on the replacement of such a clause by an equivalent provision respecting the spirit and economics governing the signature of the present contract.

**Article 10. – Applicable law**

It is specifically agreed between the parties that the present Contract is governed by French Law.

**Article 11 – Disputes**

In case of any disputes arising from the present contract regarding its validity, interpretation, performance, termination and subsequent consequences or outcomes, **the parties will first attempt in good faith to resolve the dispute out of court.**

In case no solution can be found, the parties agree to submit the case to the exclusive jurisdiction of the French courts, the contract being governed by and construed in accordance with French Law. The tribunal of Strasbourg shall have jurisdiction to hear any dispute under this agreement.

**Article 12. – Contact persons**

|  |
| --- |
| **Consultant Coordinator** |
| Name |  |
| Address |  |
| Telephone |  |
| Email |  |
| **Customer Project Manager** |
| Name |  |
| Address |  |
| Telephone |  |
| Email |  |

All notices to be served by one of the parties to the other party under this Contract shall be sent to the Contact person of the other party by email or letter.

**This Contract and the annexed Description of Work** have been drawn up in duplicate, each party receiving an original duly initialled and signed, by the duly authorised representatives of the parties on the day and year written below.

|  |  |
| --- | --- |
| **Signed for and on behalf of Consultant** ………………….……….……………(Signature) | **Signed for and on behalf of the Customer**…………………….…………….……(Signature) |
| Name:  | Name: Nicolas Walter |
| Title:  | Title: Chief Executive, ESF |
| Date | Date  |

**Annex:** Approved Description of Work and Timeline

**ANNEX**

**Description of Work and Timeline**

1. Neither party shall incur any liability to the other in the event that it is delayed in the performance of its obligations under the contract solely by *force majeure*, where “force majeure” shall mean any cause of delay beyond the reasonable control of the party liable to perform unless conclusive evidence to the contrary is provided. [↑](#footnote-ref-1)