##### cOAlition S

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

# A study to assess the impact of Plan S on the global scholarly communication ecosystem: an Invitation to Tender (ITT)

**Deadline for applications: Monday, 4th September 2023 at 09.00 CEST**

***The European Science Foundation-Science Connect (ESF-SC), on behalf of cOAlition S, is seeking to engage the services of a consultant to undertake a study that assesses the impact Plan S has had on the global scholarly communication ecosystem and facilitating the transition to full and immediate open access (OA).***

## 1. Overview

In September 2018, a group of national research funding organisations, with the support of the European Commission, launched Plan S with one overarching target:

*With effect from 2021[[1]](#footnote-1), all scholarly publications reporting the results from research funded by public or private grants provided by national, regional and international research councils and funding bodies, must be published in Open Access Journals, on Open Access Platforms, or made immediately available through Open Access Repositories without embargo.*

This goal was supported by 10 principles, and funders that supported these principles agreed to implement them in a coordinated way. In the five years since Plan S was first published, the 12 founding members (cOAlition S) are now 28 and the Plan S Principles have been turned into action.

To assess the impact Plan S has had on the global scholarly communication ecosystem – and facilitating research to be published Open Access – we are seeking to engage the services of an independent consultant to undertake this study.

This ITT outlines the key questions this study must answer, the deliverables, and a project timeline. Those who wish to apply for this conduct this study must use the response grid set out in **Annex A**.

Applications must be sent to Nora Papp-Le Roy (npappleroy@esf.org) and must arrive by **09.00 CEST on Monday, 4th September 2023**.

## 2. A study to assess the impact of Plan S on the global scholarly communication ecosystem: matters to address

In line with the [Plan S Implementation Guidance](https://www.coalition-s.org/guidance-on-the-implementation-of-plan-s/), the European Science Foundation-Science Connect (ESF-SC), on behalf of cOAlition S, wishes to commission a study that examines the impact Plan S has had on the global scholarly communication ecosystem.

Specifically, the study must address the following:

1. Assess the impact Plan S has had on the scholarly communication ecosystem and facilitating research to be published Open Access. This should be considered from both a global perspective – including regions where cOAlition S has no or little footprint – and from the perspective of policy compliance amongst researchers funded by cOAlition S members.
2. Provide an analysis of the likely progress towards full and immediate open access had Plan S (and cOAlition S) NOT existed and estimate what contribution Plan S (and cOAlition S) has made to the changing scholarly communication ecosystem, using appropriate techniques, such as counterfactual impact evaluation and/or [contribution analysis](https://www.gov.scot/binaries/content/documents/govscot/publications/advice-and-guidance/2009/12/social-research-methods-guides/documents/contribution-analysis/contribution-analysis/govscot%3Adocument/Contribution%2BAnalysis.pdf), or similar.
3. Review the effect of transformative arrangements2, as well as the option of providing immediate Open Access to subscription content via open repositories, on achieving a transition to full and immediate Open Access.
4. Identify those areas where cOAlition S has been effective and ineffective in meeting its objectives, based on published literature, interviews with relevant stakeholders, and other approaches as deemed appropriate, and provide a reasoned analysis of these findings.
5. Looking to the future, provide recommendations on how to build on the achievements of cOAlition S.

## 3. Deliverables

In terms of deliverables, we require the following:

* A full report, including an executive summary, which addresses the questions and issues posed in Section 2 of this ITT.

This report must be made available under the Creative Commons attribution licence (CC-BY). Any data used in this study must also be made available under a CC BY licence.

## 4. Evaluation criteria

Responses to this ITT will be assessed on the following criteria:

* Relevant experience in undertaking similar studies **(30%)**

*This includes expertise in data collection and analysis, facilitation skills, and the ability to generate actionable insights from a range of diverse inputs. Previous experience in conducting counterfactual impact evaluations and/or contribution analysis (or similar) will also be considered.*

* Proposed approach/methodology **(30%)**

*The ITT articulates five key issues/questions which the study must answer. The proposed methodology to address these – including determining the contribution Plan S has made to the scholarly communication ecosystem – should be clearly articulated.*

* Domain knowledge and skill mix of the proposed team (**20%**)

*The successful contractor(s) will have extensive knowledge of the scholarly publishing landscape, a good understanding of Plan S and its ambitions, and present evidence that they have the skills to successfully undertake this study.*

* Value for money (**20%**)

*We will consider the strengths and weaknesses of each proposal, weighing them against their respective costs to determine value for money.*

The bid receiving the highest mark will be considered for selection.

The European Science Foundation-Science Connect reserves the right not to award this contract if no suitable contractor is identified.

## 5. Timeline

Table 1 shows the indicative timescales for this piece of work. When responding to this ITT, applicants are asked to comment on the feasibility of meeting the timetable outlined here. **Applicants should also note the proposed interview date (18th September).**

|  |  |
| --- | --- |
| Activity  | Date |
| Publish ITT  | 10th July 2022 |
| Responses returned  | 4th September 2023 [09.00 CEST] |
| Contractor interviews (video conference)  | 18th September 2023 [14.00 - 18.00 CEST] |
| Contractor appointed (contract for services signed)  | By 30th September 2023 |
| Kick-off meeting with Steering Group | October 2023 |
| Mid-project update with Steering Group  | January 2024 |
| Draft Report (including recommendations) to be discussed with Steering Group | March 2024 |
| Final report  | April 2024 |

Table 1: Timeline

## 6. Budget

We invite applicants to indicate an appropriate budget to deliver this project as set out in this ITT.

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

The European Science Foundation -Science Connect (ESF-SC), on behalf of cOAlition S, will award the contract.

## 7. Steering Group

A Steering Group, comprised of representatives from cOAlition S, will oversee this work.

The appointed contractor will need to work with this group and participate in at least three online meetings: a kick-off meeting, a mid-term update, and a final meeting to discuss the report, its draft conclusions and recommendations.

## 8. 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 Plan S and its ambitions.

The consultant must also be able to demonstrate previous experience in undertaking studies of a similar nature, including those which required some element of counterfactual impact evaluation and/or contribution analysis, or similar.

The consultant should also be available to deliver the project in the timescale referenced in Table 1.

## 9. Responding to this ITT

Contractors who wish to respond to this ITT should apply using the template set out in **Annex A – Response Grid**. The completed response grid should be sent (by email) in a MS Word format (not PDF) to Nora Papp-Le Roy (npappleroy@esf.org), to arrive by **09.00 CEST on Monday 4th** **September 2023.**

##### cOAlition S

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#  A study to assess the impact of Plan S on the global scholarly communication ecosystem: an Invitation to Tender (ITT)

## Icon  Description automatically generatedANNEX A: Response Grid

|  |
| --- |
| **Section 1: Contact Information** |
| Please provide contact details for the main point of contact for this 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: |  |
| Named contact: |  |
| Additional contact: | *Note: Only provide this information if you are submitting an application in partnership with a second organisation.* |
| Position: |  |
| Address: |  |
| Email: |  |
| Telephone: |  |
| **Section 2: Relevant domain knowledge and experience** |
| Provide a summary of your relevant experience that demonstrate your organisation’s ability to undertake the work outlined in the ITT. Please give examples of any similar pieces of work you have conducted – especially those which included counterfactual impact evaluation and/or contribution analysis (or similar) providing links to any public documents as appropriate. [Max 900 words] |
| *Response* |
| **Section 3: Approach**  |
| Mindful that there are several ways this study could be undertaken, you should outline the approach you will take if you are successful in winning this contract. Special attention should be given to how you might undertake the counterfactual impact evaluation and/or contribution analysis (or similar).In addition, and looking at the issues to address (see Section 2 of the ITT), indicate any which you think may be unnecessary. Equally, please identify any additional questions you think would be helpful to pose (and answer) to help assess the impact of Plan S. [Max 900 words] |
| *Response* |
| **Section 4: People** |
| Provide a 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 ITT. 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 for contracting for this work. |
| *Response* |
| **Section 8: Conflict of interest** |
| Please state if you (or your organisation) have any conflict of interests that ESF-SC, on behalf of cOAlition S, should be aware of. |
| *Response* |
| **Section 9: References** |
| Please provide the names and addresses of two references we can contact. |
| *Reference 1* | *Reference 2* |

The completed response grid should be sent (by email) in a MS Word format (NOT PDF) to Nora Papp-Le Roy (npappleroy@esf.org), to arrive by **09.00 CEST on Monday 4th September 2023.**

## Icon  Description automatically generatedANNEX B: Contract for Services

**CONTRACT**
**A study to assess the impact of Plan S**

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 to assess the impact of
Plan** **S on the global scholarly communication ecosystem**, 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 work is commissioned on behalf of cOAlition S to perform a study to assess the impact of Plan S on the global scholarly communication ecosystem. The study must address the following:

Specifically, the study must address the following:

1. Assess the impact Plan S has had on the scholarly communication ecosystem and facilitating research to be published Open Access. This should be considered from both a global perspective – including regions where cOAlition S has no or little footprint – and from the perspective of policy compliance amongst researchers funded by cOAlition S members.
2. Provide an analysis of the likely progress towards full and immediate open access had Plan S (and cOAlition S) NOT existed and estimate what contribution Plan S (and cOAlition S) has made to the changing scholarly communication ecosystem, using appropriate techniques, such as [counterfactual impact evaluation](https://joint-research-centre.ec.europa.eu/scientific-activities-z/counterfactual-impact-evaluation_en#:~:text=CIE%20%2D%20Counterfactual%20impact%20evaluation%20%2D%20is,group%E2%80%9D)%2C%20the%20only%20difference) and/or [contribution analysis](https://www.gov.scot/binaries/content/documents/govscot/publications/advice-and-guidance/2009/12/social-research-methods-guides/documents/contribution-analysis/contribution-analysis/govscot%3Adocument/Contribution%2BAnalysis.pdf), or similar.
3. Review the effect of transformative arrangements2, as well as the option of providing immediate Open Access to subscription content via open repositories, on achieving a transition to full and immediate Open Access.
4. Identify those areas where cOAlition S has been effective and ineffective in meeting its objectives on the basis of published literature, interviews with relevant stakeholders, and other approaches as deemed appropriate; and provide a reasoned analysis of these findings.
5. Looking to the future, provide recommendations on how to build on the achievements of cOAlition S.

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 majeure1* 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

1. The original target date was 2020. Following consultation with stakeholders, this was delayed 12 months to 2021. [↑](#footnote-ref-1)