

## 2024 negotiations for 2025 agreements

### Scoping letter for the negotiation of electronic resources

With this scoping letter, the Department of Documentary Negotiations (DND) of the Couperin consortium provides the elements that should guide negotiations during 2024 (for 2025). The electronic resources considered are online journals and books, databases and hybrid resources.

#### Nature of price agreements and requirements

Couperin's objective is always to adapt to the needs and capacities of its members in a spirit of cohesion and mutualisation. Although all agree that science must be open and freely accessible, the budget survey conducted this year by the consortium among its members shows that the constant increase in documentary expenditure has become incompatible with current realities. The 2024 documentary budgets for almost 70% of institutions are decreasing or at best stagnating. At the same time, spending on publications is rising steadily.

These figures date from before the [decree](#) announcing a €900m cut in funding for the French Ministry of Higher Education and Research.

The National Plan for Open Science (PNOS) calls for widespread and generalised open publications and data but many varied levers exist to achieve this transformation. Indeed, all institutions are free to adopt their own policies and a recent survey of our members found a wide range of expectations. Couperin institutions have expressed their preference for overall 'Read and Publish' agreements as long as historical subscription costs are not increased. However, a large proportion of our members remain attached to the simple subscription formula.

The consortium will make its best efforts to **negotiate traditional subscriptions and overall read and publish agreements**. In the case of the latter, Couperin will ensure that the publishing author of each article submitted to a commercial journal can choose whether to open the article immediately, which type of *Creative Commons* license to use and whether or not to retain copyright.

Proposals that enable **open science to develop and that comply with Plan S may be examined at constant cost**. If this is not the case then proposals to renew existing agreements that only concern access to electronic journal subscriptions will only be approved if they involve a cost reduction. Such proposals must therefore include a clear cost reduction coefficient at the end of the contract.

**Stabilised costs** will be the minimum objective for other types of resources like e-books, databases or any other hybrid resource,

These consortial objectives have now become the standard for Couperin.

#### Plan S compliance: required criteria

##### **Read agreements:**

As part of the subscription agreements, proposals will have to comply with the Plan S Rights Retention Strategy regarding authors' rights: all publications (at least the versions accepted for publication) from projects funded by the National Research Agency (ANR), the ERC or any research funder belonging to the S Coalition will have to be under a CC-BY license, allowing the immediate deposit of the full text in an open archive, either directly in HAL or through a local institutional archive.

For other publications, authors may publicly disseminate their scientific writings under the conditions of Article 30 of the French Law for a Digital Republic.

##### **Overall read and publish agreements:**

Overall read and publish agreements will have to comply with the criteria established in response to Plan S, particularly:

- They will be temporary and valid for the duration of the contract. They will not involve a commitment to future contracts.

- They will aim for 100% of French publications in open access. Therefore the progressive release of French articles should not be the favoured solution.
- The associated licenses will be *Creative Commons*, thus allowing authors to retain their rights.
- The costs and details of the transition will be transparent and public. The content of contracts can be made freely available on ESAC.
- During the transition phase of the transformation, the cost of APCs paid in hybrid journals must not be taken into account by the publisher when setting his/her price.
- They must authorise each author of correspondence to publish in open access or on a subscription basis.

### **Negotiation of fully open access journals:**

The Couperin consortium is committed to fostering immediate open access to scientific publications by promoting the full range of publication channels. This will be done in such a way as to take the realities of scientific communities into account while encouraging bibliodiversity. Couperin has been mandated to study the opportunities provided by negotiating with native Open Access stakeholders. The DND will examine each intention to negotiate on a case-by-case basis according to the publisher's model and publication data.

Business models with justified and affordable publication costs may be considered but Couperin will give priority to innovative and partnership-based models.

### **Data requested from academic journal publishers**

Regardless of the nature of the agreement with Couperin, publishers must provide information each year to assess their publication activity and the share of French productions involved, based on several parameters. Similarly, data on the use of content by subscribers must be provided.

The data requested are:

#### **Provider's overall publication activity:**

- The total number of articles published by the provider in the subscribed contents,
- The total number of articles published in subscription-only access,
- The total number of articles published in open access in hybrid journals,
- The total number of articles published in fully open journals.

#### **Publications related to French Higher Education and Research:**

- Publication activity: list of articles where at least one of the authors is affiliated to a French institution.

- Data to be provided: DOI, year of publication, title of the article/chapter, author, ORCID, affiliation, title of the journal, ISSN, nature of the journal/book (subscription only, hybrid, pure Open Access), indication of the mode of publication of the article (OA, non-OA), the associated license (copyright, Creative Commons with indication of the license used).

- APC expenditure: list of articles whose corresponding author is affiliated to a French institution and amount of the publication fees paid. The data collected will be used in part for the annual publication of French APC expenditure on the [Open APC](#) website and will aliment the French system for rapid and transparent monitoring of expenditure relating to publication (APCs and ancillary costs)

- Data to be provided: DOI, ORCID, amount paid excluding and including VAT, discount rate, author, affiliation, invoiced institution.

#### **Statistics:**

The Couperin consortium collects and centralises usage data for online resources by higher education and research institutions (ESR) in the national ezMESURE repository to provide access to a dynamic cartography-type visualisation tool and national, regional, and institution-specific indicators.

Providers commit to delivering detailed statistical usage reports for each resource at best monthly or at least annually. These should comply with the COUNTER 5 standard's requirements.

These COUNTER 5 reports are to be provided in a spreadsheet-readable format (.csv or .xls files) as well as in .json format, and made accessible through a REST query interface (API) as described in the associated SUSHI protocol.

Moreover, a consortium access will be granted to Couperin to facilitate its access to detailed information for each institution and to the totals for all Couperin members.

For each resource, the providers commit to provide the Couperin consortium with the complete usage traces (raw logs) generated by the use of each of the subscribers with rights.

All information is available on the official website [www.projectcounter.org](http://www.projectcounter.org) and on the Couperin website <http://www.Couperin/groupes-de-travail-et-projets-deap/statistiques-dusage/counter>

### Workflow tool for APCs

In the case of an overall publication and read agreement or an agreement for publication in fully open journals, the characteristics of the tool for monitoring open access publications (submission of the request by the researcher, administrative approval, invoicing, access to reports, etc.) will need to be discussed and adapted to the specific French context (multiple affiliations, electronic invoicing on the [Chorus Pro](#) platform).

### Archives: access to the previously subscribed resources after unsubscribing

To enable institutions that choose to end subscriptions to retain access to documentation published during their period of subscription (journals and e-books), providers must state the terms and conditions guaranteeing long-term access to the content covered by the subscription periods.

The consortium now includes in agreements signed with providers **the possibility to have the data and metadata available for uploading on the national archive platforms** which will be responsible for storing the data on national territory and of secured access management. Extended rights have to be granted and access management entrusted to the consortium or the designated operator who will provide reports to providers. This measure entrusted to a public institution is intended to ensure sovereignty over acquired data, their permanent conservation on French territory and free access for right holders.

Depending on the case, an agreement may be signed between the publisher and the Inist-CNRS for the [PANIST](#) platform, which manages the access rights of former subscribers.

### Interlibrary loans

Providers authorize the use of licensed resources to respond to inter-library loan requirements provided such usage remains strictly limited to French higher education and research institutions. If requested, providers must supply the negotiator(s) with detailed information on the type of document format that is authorised (electronic usage, printed versions, etc.).

For e-books, the providers will indicate the conditions for delivering part or all of the documents to a third-party library user unless they do not hold these rights, in which case they will agree to discuss how the service could evolve with the rights' holders.

### Reporting in referencing tools

French subscribing institutions should be able to integrate metadata for items subscribed to each year into their local catalogue or discovery tool. To this end, the structured, open and documented metadata must be delivered for integration into all the union catalogues which Couperin member institutions participate in (e.g. [SUDOC](#) and WorldCat) and into the national knowledge base [BACON](#). The metadata will be placed under the [Etalab](#) open license. In preparation for these integrations, the metadata must be delivered to the French Bibliographic Agency for Higher Education (ABES).

This information will be made public on the Couperin website.

Publishers are invited to comply with the KBART recommendation (in line with the [Knowledge Base And Related Tools](#) recommendation) and to provide the ABES with files describing the content of the resources negotiated, as well as updates throughout the duration of the agreement

For more information please see the [ABES information brochure on the BACON knowledge base](#).  
For resources chosen as priorities by the consortium, the metadata of the articles and/or chapters should be delivered to ABES for integration into the [scienceplus.ABES.fr](#) database.

### **Unique identifiers for authors and organisations**

Long-lasting identifiers encourage the sharing and re-use of and long-term access to scientific productions. They also simplify citations.

Couperin associates with promoting the use of unique identifiers and encourages publishers to implement such identifiers in their metadata and to include this same metadata into the CrossRef DOI metadata.

As regards author identifiers, there is an international consensus on the use of ORCID, a neutral and independent identifier.

For French publishers, IdRef is also considered positively.

As regards organisational identifiers, Couperin recommends the use of disambiguated, open and interoperable IDs that enable researchers' affiliations and research results to be unambiguously identified. The use of the ROR (Research Organization Registry) meets these criteria.

### **Scientific integrity**

Higher education and research institutions implement policies that respect scientific integrity and expect publishers to use similar detection software upstream of the publication process and also to come to agreements with the producers of this software to authorise the harvesting of their subscription resources in a way that fully respects copyright.

The list of software accepted by the provider and, if applicable, their willingness to extend this agreement to other producers, in particular those under French or European law, will be mentioned in the letter of agreement.

The Center for Scientific Integrity (CSI) and Crossref have signed an agreement allowing open access to the Retraction Watch database. This objective is in line with the National Plan for Open Science. Publishers are now required to register their retraction notices directly with Crossref.

At the same time, and again with the aim of opening up data and ensuring scientific integrity, the consortium encourages publishers to transmit metadata (including abstracts and citation data) to producers such as Crossref.

### **Text mining or TDM**

The TDM clauses for use in negotiations are intended to fully implement additional rights to complement the provisions of the [French Ordinance on users' search rights](#). As a reminder, no financial compensation should be charged for the right to search text and data.

The order transposing European Directive 2019/790 on copyright and related rights in the digital single market introduces an exception to the rules on copyright for research purposes applicable to "text and data mining carried out solely for the purpose of scientific research by research organisations, public libraries, museums, archives or institutions with film, audiovisual or sound heritage collections or by other persons, on their behalf and at their request, including in the context of a non-profit-making partnership with private stakeholders."

### **Digital access for the disabled**

The consortium wishes to stress the importance of the issue of access to electronic resources by people with disabilities.

Providers and publishers of digital resources are therefore invited to provide an accessibility statement indicating their level of compliance with [RGAA Version 4.1](#) (French General Accessibility Improvement Reference Framework).

The web content and services of providers who choose to refer to international digital accessibility standards rather than to the French standard may be evaluated on the basis of the Web Content Accessibility Guidelines ([WCAG](#)) 2.1. We therefore ask providers to give information of the results of this evaluation.

## VAT

All agreements for 2024 must incorporate the [VAT rate in accordance with the 'Code Général des Impôts'](#) (*French General Tax Code*). As per this Tax Code, the VAT rate applicable to the majority of digital publications negotiated within the Couperin framework is:

- Reduced rate for 'Books and Journals': 5.5% for mainland France and 2.1% for Corsica, Guadeloupe, Martinique and Reunion Island.
- 'Super-reduced press rate': 2.1% for mainland France and Corsica. 1.05% for Guadeloupe, Martinique, and Reunion Island.

There is no VAT in French Guiana and Mayotte.

Any other rate must be justified.

## Multi-site campuses and experimental establishments

Some institutions operate on several campuses that may be geographically distant from one another. They are nonetheless part of a single homogeneous administrative structure with an overall management system and are to be considered as a single entity.

The number of students and faculties is identified and reported at the institution level. Consequently, the access to resources shall be available to the community as a whole, whatever the location of the people concerned by the offer. Each subscribing institution shall declare the number of students and staff members concerned.

Multi-site institutions should not be charged higher subscription fees because they have several locations; the prices on offer only and exclusively take into account the number of staff members. Should any financial proposition fail to comply with this principle, it will not be approved by the consortium.

An experimental public establishment (EPE) is made up of:

- components which are not themselves a legal entity but are completely integrated into the establishment (through a merger included in the decree establishing the EPE) - these correspond to the institutions the overall EPE has replaced and, as such, benefit from all the resources subscribed to by the EPE;
- possibly component establishments, associate members or partner members which retain their legal personality and may leave the experimental establishment. As such, they may individually negotiate an agreement and are not obliged to subscribe to all the resources subscribed to by the EPE.

Subscriptions are not systematically pooled at the EPE level and instead depend on how indispensable the resources concerned are for several institutions within an EPE.

Free extensions are essential if the target audience has already been counted.

## Inter-university libraries and libraries with special status

As inter-university libraries and libraries with special status serve users from different academic institutions, they must provide an identical service to fulfil their inter-university or national documentary missions. Remote access must be generalised for all academic users registered with inter-university libraries and libraries with special status.

## Technical access

The provider agrees to provide accesses intended to verify the adequacy of the resources provided as regards the terms of the agreement, to develop dedicated services for the right holders if so required and to inform right holders about their accesses and rights.

These accesses will be exclusively reserved for Couperin staff members in charge of services, foresight and negotiations as well as for ABES staff members in charge of purchases and reporting services associated with purchases, for Inist-CNRS staff members in charge of implementing archiving and permanent accesses or for any other institutions in charge of pooled orders.

## Pooled orders

Pooled orders are advantageous for providers because they guarantee income for several years since such pooled orders are often multiannual. **In this respect, a pooled order must offer collective benefits (specific services deemed a priority by the consortium).** Pooling orders reduces the provider's

workload because negotiations are carried out once for a large number of Couperin members. Also a certain number of tasks can be carried out by the leader of the consortium making the pooled order. Centralised invoicing is not a condition for setting up a consortium and, like the pooling of orders, it must offer a true financial gain for Couperin members.

### **Presentation of the offers: description of contents and pricing model**

To enable the circulation of offers among the members of the Couperin consortium, publishers must provide the following information both to the DND (Department of Documentary Negotiations) and to the negotiator:

- Amounts charged and proposed price list for 2025:
- For each resource: A table of orders placed during the current year (2024), presented in the DND's model format. This table should include a list of actual orders or commitments to order (whether invoiced or not) for all members of the consortium.
- A precise and comprehensive description of the proposed content, services and cost model. In the case of renewals, any changes must be specified, whether that be a change in the number of titles, a change to cost brackets, a price variation or a change to the conditions for degressive prices.
- The provider must at the very least provide a cost proposal based on an outline of institutions for the current year (2024). This can be completed with proposals for any additional institutions. The proposal must include the detailed cost for each institution, except when the allocation of costs between members is covered by an internal consortium model.
- The negotiator will be routinely informed of any individual price quotes which arise once an offer has been circulated by Couperin. The proposed costs for each institution must be the same as with the offer confirmed in the letter of agreement.

**N.B.: If a provider were to make a member of the consortium a better offer than the one previously agreed by the consortium ('direct' renegotiation), the conditions of this new offer will have to be automatically extended to the other members.** Specific cases must be negotiated via the negotiator, not directly with the institution itself, and during rather than after the negotiations.

### **Standard-license**

Providing a license is mandatory. We draw the publishers' attention to the fact that, in compliance with [law no. 94-665 of 4 August 1994](#) on the use of the French language in French administrations, the institutions' accountants have the right to request a license in French before authorizing the payment of invoices.

To avoid any payment problems, providers are requested to provide a license in French. The foreign language version is for information purposes only.

Similarly, should parties fail to find an amicable solution to any dispute or litigation as per the Public Procurement Code regulating the agreements and contracts between French public institutions and private sector providers, such disputes or litigation shall fall within the jurisdiction of the Administrative Court of the subscriber's main offices or those of the institution in charge of managing pooled orders. Any mention of a foreign Court in a license is unacceptable and the legal departments of the institutions are entitled to reject it.

If necessary, contract documents may be checked by a specialized expert legal service after approval by the co-directors of the Department of Documentary Negotiations (DND).

### **Letter of agreement**

When a negotiation is concluded and does not result in the grouping of orders coordinated by the holder of a public contract, a formal letter of agreement will be signed by the provider and Couperin. This document will formalise the provider's commitment and define the scope of the offer, the authorized users, the document-related rights, pricing conditions, the duration of the agreement and so forth. This document will serve as a reference framework in case of litigation and as a basis for future negotiations while also providing a useful tool for those involved in pooling negotiations. It must be signed by the negotiator and by a representative of the publisher and given to the negotiator as an appendix to the commercial offer and the license.

These documents are a pre-requisite to the circulation of offers among members.



## **Public access to documents (included in the negotiations)**

Couperin implements the relevant European and French rules on the freedom of information, particularly those concerning subscribing public institutions, and the provisions of the French Code of Relationships between the Public Sector and the Administration. Hence, confidentiality clauses will be excluded both from the contracts and from the agreements.

This position is consistent with the [French government's commitments under the Open Government Partnership](#), and in particular commitment 18 on 'Building an open science ecosystem'.

The Couperin Consortium is mandated by member institutions to collect information from providers on the amounts invoiced to each institution, in accordance with the members' charter.

By agreeing to a consortial negotiation, the provider agrees to provide the consortium with a list of Couperin member institutions and the amounts invoiced.

The amounts paid by the member organisations are published annually on <https://data.enseignementsup-recherche.gouv.fr/pages/home/>

Christine WEIL-MIKO

Head of the Department of Documentary Negotiations

Adeline REGE

Joint head of the Department of Documentary Negotiations