

The Inside Out Library: A Review of Transformative Agreements and Group Participation

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Abstract

In the United States, the pace of transition to open access (OA) is accelerating. An increasing number of libraries are signing transformative agreements (TA) supporting authors publishing OA, while maintaining access to subscription content. Recently, Springer Nature embarked on research on newly implemented TAs. In this paper, the authors discuss their experience negotiating and implementing TAs or, as they are commonly known, read and publish (R&P) agreements. Springer Nature discusses their regional and national implementations of these TAs, and Lyris provides an in-depth review of their centrally negotiated R&P with Springer Nature serving 121 institutions.

Keywords: transformative agreement, open access, consortia, electronic journals

Introduction

The goal of this presentation was to communicate the process of transitioning into transformative agreements (TAs) at the individual institutional and the group consortium level. Courtney Little is a Senior

Licensing Manager with Springer Nature and has extensive experience facilitating the onboarding of institutions and consortia alike. Christy Urquieta Cortes is a Strategist with the Content and Scholarly Communication Initiatives (CSCI) division of the Lyris consortium and implements TAs for the consortial member community as part of her responsibilities. This paper reviews the authors' experiences with implementing a TA from both the publisher perspective (i.e., Springer Nature) and the consortial perspective (i.e., Lyris).

What Are Read & Publish Agreements?

Read & Publish (R&P) agreements are a type of TA in which publishers and libraries contract to transform the business model underlying scholarly journal publishing by transitioning the publisher's revenue stream from paywalled subscription-based reading to open access (OA) publishing services. The idea is to flip, over time, existing subscription journals to fully OA by changing what libraries pay for. Instead of paying for access to paywalled content, institutions redirect portions of their investments to pay for publishers' services. Payment for reading (access, usage, etc.) and payment for publishing may be bundled into a single contract.¹

These R&P agreements are commonly called "transformative agreements" because their goal is to transform how scholarship is disseminated. Lyris staff prefer to use the term "transitional agreements" with members because the intention is to transition subscription journals to fully OA over time. Positioning these agreements as transitional supports changes to the model over time as a full transition to OA becomes a reality.

Anyone who wishes to see a global registry of R&P deals can explore the ESAC Registry, a collection of R&P agreements worldwide.² It is important to note that the ESAC Registry is incomplete because consortia and libraries must self-report their agreements to the registry, and not all of them do. However, the dataset provides an important window into the breadth of R&P deals on a global scale.

Varieties of Open Access in Read & Publish Agreements

Three types of OA factor into R&P agreements for the Lyrasis member community. The first is gold OA which includes journals or articles published fully OA and freely available to anyone.³ The second is hybrid OA, which applies to partially OA journals that publish a mix of paywalled and OA articles. Third, there is green OA, in which an accepted manuscript or some other version of the published article is made openly available somewhere other than the publisher's website, e.g., an online repository. R&P deals may have implications for hybrid and green OA. As a benefit of these agreements, publishers like Springer Nature automatically deposit articles into federal or institutional repositories on behalf of authors. Publishers may also include publishing in fully OA journals as a benefit of R&P agreements, though this was not the case with the Springer Nature agreement with Lyrasis.

Intended Benefits of Read & Publish Agreements

Intended benefits of R&P agreements touch on a wide range of considerations that are important to both researchers and the greater scholarly communication community. For Lyrasis, some of the benefits are baked into how R&P agreements function; others must be negotiated during the initial creation of the R&P agreement. These benefits often include the following:

- Immediate gold OA with no paywalls.
- Higher global visibility and impact for published research. There is evidence that OA articles are read and cited more, which elevates the impact and research profile of authors and institutions publishing on an OA basis.⁴
- Author retention of copyright.
- Institutional data on publishing output to demonstrate forward momentum of OA publishing.

- Typically, high uptake from authors affiliated with participating institutions.
- Expanded access to subscription content for participating institutions.
- Self-service submission and acceptance systems for eligible corresponding authors.
- A generous OA publishing cap or no cap.
- Creative Commons licensing options available to authors.
- Lyrasis administration of all invoicing for reading and publishing fees.
- Agreements that benefit all types of institutions, including “read” institutions, which are primarily teaching focused, as opposed to “publish” institutions that are more research focused.⁵ An internal Lyrasis review indicated that “read” institutions make up about two thirds of subscribing institutions in Lyrasis journal groups and overall provide about one third of subscription revenue in the publishing ecosystem.

In addition to these benefits and considerations, Lyrasis staff strive for cost neutral, sustainable, and equitable R&P agreements that add value for all institutions of their membership who are eligible to participate. Participating institutions can also market an R&P agreement as another unique service facilitated by the library, giving member libraries an opportunity to be more closely integrated with the research and publishing workflows of their faculty and students.

Lyrasis & Springer Nature

Until December 2023, Lyrasis had been operating under a traditional, Big Deal subscription model with Springer Nature. This license catered to more than 130 colleges and universities, which included Doctoral-level universities, Master’s colleges, and two-to-four-year institutions. The agreement, along with relevant updates, had been in place since 2017. Licensed content included:

- Over two thousand Springer Nature journals.
- Thirty-four academic journals or society titles on Nature.com.
- Forty-three Palgrave journals.
- Eight Adis journals.
- Additional access to Nature journals, Springer Nature eBooks collections and databases that varied by institution.

The previous license was beneficial to both Springer Nature and each of the Lyrasis members, many of whom saw their journal access increase by 25 to 50 percent. There were also increases in article downloads. Additionally, member institutions were allowed to add other subscribed content such as Springer Nature eBooks collections and Nature journals. This arrangement permitted them to take advantage of the streamlined licensing process agreed upon by Springer Nature and Lyrasis that provided faster invoicing and access to the added content.

Looking Ahead

For 2024, Lyrasis has successfully secured a new TA with Springer Nature that will last through December of 2027. A more detailed look at R&P agreements generally will come later in this paper. Here, we will take a closer look at the Springer Nature TA.

Transformative Agreements at Springer Nature

The TA at Springer Nature combines OA publishing in hybrid journals with licensed subscription content in one agreement and one fee. The two important elements are the publishing fee and the reading fee. The publishing fee covers the Article Processing Charges, or APCs, for authors at member institutions. This allows for publishing open access articles in over two thousand Springer Nature journals. Springer Nature supports Gold Open Access publishing over Green for several reasons, including the ability for users to access published articles

immediately upon publication and discover more easily articles right on the publisher's platform, alongside other relevant content. Finally, as the publisher, Springer Nature ensures that the Version of Record or VOR, is up-to-date, and linked to any post-publication corrections.

The reading fee covers traditional licensing costs allowing users to access subscription content. Users have seamless and continued access to licensed journal content. This includes back-file content for the duration of the license. In most cases, the reading fee is also discounted and offset against the publishing fee. Again, these two elements combine to form the TA.

Transitioning to the TA

In 2024 Springer Nature successfully implemented TAs with multiple consortia across the United States. Each implementation posed different challenges, which varied based on the makeup of the consortia. One such challenge was the geographic range of consortia members, whether they were confined to a single state or region of the country. In cases such as these, negotiating terms was simpler because the members have the same or similar state mandates. This helps accelerate the licensing process, allowing negotiations to end sooner. In contrast, a national consortium will have to consider the regulations of multiple states when negotiating with publishers. For example, the Lyrasis TA with Springer Nature covers institutions from over twenty-five states across the United States. The advent of artificial intelligence (AI) alone could add layers of complications depending on each state's laws related to AI. Possible changes in invoicing is another area of concern when transitioning from a traditional license to a TA.

As TAs include publishing fees, all invoicing is done directly with the consortium. This could be a change for libraries that have historically relied on agents for their journal invoicing. For some, this would mean additional paperwork for the university to establish the publisher as an invoicing party. There is also the potential for additional employee hours by the library, in order to manage this process. Ultimately, these

and other potential challenges should be considered at the point of negotiation to establish reasonable expectations for the length of the licensing and invoicing process.

Consortial Perspective on R&P Agreements via Lyrasis

Foundational Principles

Urquieta Cortes shared a consortial perspective on TAs. Her work at Lyrasis, and the work of her colleagues, is guided by five core principles: connectivity, sustainability, creativity, integrity, and inclusivity. These principles act as guardrails for all the work in which she and her team engage, including supporting open programs such as TAs and R&P agreements.⁶

Why Does Lyrasis Participate in Open Access?

Institutions of higher education throughout the United States, including Lyrasis members, face declining enrollment, consolidation, and closures.⁷ Hence, the opportunities Lyrasis provides to members must be strategic and add value. To determine if OA-focused publisher agreements, such as R&P agreements, meet those criteria, Lyrasis staff asked themselves the following questions:

- What is more important, to save money or to support OA?
- Are these two choices mutually exclusive of each other?

When Lyrasis staff considered these questions, they found that they *could* negotiate cost neutral, or close to cost neutral, OA R&P agreements. With the possibility of guaranteeing a cost-neutral (or nearly cost-neutral) transition to a TA or R&P so that institutions could retain current, or even expanded, read access while funding researchers OA publications, they came to the conclusion that they should participate

in OA. This decision led Lyrasis to facilitate members to participate in OA through these agreements, as it has become an increasingly important part of the publishing industry for academic institutions and reinforces the value of university libraries as centers of research and learning.

Lyrasis staff undertook broad steps to ease the transition to OA-focused agreements for its members both internally and externally. They worked at the local, institutional level as well as at the consortial and broader library community level to develop equitable and sustainable transitions to consortium-level R&P agreements. This strategy has enabled Lyrasis and other consortia to facilitate a shift in library and funder budgets towards OA through TAs so that budgets can be used to directly support OA where they may have been only supporting traditional read access to licensed content in the past. Lyrasis recently entered into a Springer Nature R&P agreement that further demonstrated this commitment.

Lyrasis and the Springer R&P Agreement

The Lyrasis and Springer R&P agreement began in winter 2024. Prior to embarking on the R&P agreement with Springer, Lyrasis already had an existing group of 121 subscribers to Springer Nature products. This group had been in place for more than a decade, with the last traditional subscription deal ending in 2023, and consisted of institutions ranging from large research institutions to small colleges and community colleges. Due to the COVID-19 pandemic, the Lyrasis/Springer Nature contract was extended from 2017–2021 through 2023. This additional time enabled Lyrasis staff to complete an author affiliation data analysis in Springer Nature journals and survey the 121 subscribing members to determine what was feasible in terms of an R&P agreement with Springer Nature. After extended negotiations, the Lyrasis and Springer Nature R&P agreement started in January 2024 with all 121 members transitioning

to the new model. This is Lyris's largest and most complex R&P agreement to date.

This R&P agreement was successfully negotiated for 2024 through 2027 and includes the necessary elements as identified by members and Lyris staff, alongside peripheral requests that emerged during conversations. The elements of this agreement include, but are not limited to:

- Cost neutrality to move to the R&P agreement.
- Opportunities for new participants to join the deal after 2024.
- Central license agreement and billing are handled at the consortium level.
- OA publishing in hybrid journals with Springer imprints.
- Capped publishing based on an analysis of three years of participating institutions' publishing history, including a 5 percent overage or underage insurance per year.
- Automatic approval of articles if three variables are met by corresponding authors:
 - IP range of applicable schools is detected,
 - Institutional email domain is used,
 - And the author selects their institution from a drop-down list.
- Full read access to all current Springer imprint subscription journal content.
- Cost containment for *Nature* branded titles not included in the R&P agreement.

Lessons Learned

Throughout the process of negotiating and implementing the new Springer Nature R&P agreement, Lyris staff learned lessons that will enable them to develop more efficient processes for future transitional agreements and future Springer Nature agreements.

First, the organizational capacity needed to manage and support negotiations for a large group agreement must be available.

Prioritizing groups that are due for contract renewal and determining which ones to negotiate first is key. The workload of negotiators to implement a large group deal with unfamiliar terms can be considerable. All participating institutions must receive guidance in the new types of activities they will need to perform, e.g., marketing the deal to their researchers. Coordinating a new deal for 120 institutions is a large undertaking.

Second, publishers should carefully consider their own internal processes and risk assessment, ensuring that their requirements are not barriers for completing these agreements in a timely manner. Lyrasis negotiates and signs a central agreement with each publisher. All parties understand the need for security and firm commitment to these agreements, but certain risk factors have to be assumed when doing business mostly with academic institutions. These factors should be covered by the central license agreement to the fullest extent possible. For example, requiring additional signatures from each institution in a consortium when the vendor and the consortium have already negotiated and signed central terms creates a heavy administrative burden on institutions, consortia, and publishers alike. When signatures are required, state requirements by public institutions for specific contract language create extended delays.

Third, Lyrasis saw additional licensing language being added late in the negotiation process for the Springer Nature R&P agreement that extended the negotiation process by a significant period of time. In the future, it will be important for negotiation teams to address when and how new terms can be introduced in a negotiation, especially if the added terms potentially change the use or functionality of the resource.

The fourth lesson learned is the need for adequate time. Concerns often can be addressed by having more time to work on them. Starting at least six months in advance of the launch date of a new agreement, and preferably nine to twelve months for large groups, could help offset significant delays that make implementation more strenuous than originally anticipated.

Big Wins and the Future

Despite the challenges and complexities of this large group negotiation, the outcome includes many big wins. Lyrasis staff were able to keep this R&P opportunity cost neutral for its participating institutions. Many of these participants had no prior experience with open access journal deals and including them in the larger group gave everyone the opportunity to learn together. Articles authored by researchers at smaller and often more diverse institutions will be accessible worldwide at no cost to readers, elevating these institutions' prominence in the higher education community. Also, authors in disciplines such as the humanities and social sciences that receive less grant funding will be able to share their articles without incurring prohibitive costs.

As Lyrasis looks to the future of transformative/transitional agreements, staff recognize the labor needed to maintain existing agreements and plan for the next ones. Libraries need to understand clearly the positive impacts of their participation and learn from their colleagues the best ways to engage campus researchers and maximize the potential of R&P opportunities, with the aid of consortial staff who will analyze publishing activity from participating institutions and encourage member feedback throughout the term of the agreement. This information will help Lyrasis staff develop methods and directions to enhance the agreement at the next negotiation.

Conclusion

The transition to open access is accelerating in the United States, with more libraries signing transformative agreements to support authors with publishing OA while maintaining access to subscription content. As we have shown, the implementation of transformative agreements can pose unique challenges for both the publisher and consortia members. However, it represents a significant step towards promoting open access and supporting scholarly communication initiatives.

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Contributor Notes

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Notes

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