October 2013

Annex 5 to the Memorandum of Understanding for the establishment and operation of SCOAP³

Technical specification

Invitation to Tender

Provision of peer-review, open access and other publication services for the benefit of SCOAP³

TECHNICAL SPECIFICATION

Abstract

This Technical Specification concerns the provision of peer-review, open access and other publication services, in a transparent and competitive manner, for the benefit of the SCOAP³ consortium.

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1. INTRODUCTION

1.1 CERN

CERN¹, the European Organization for Nuclear Research, is an Intergovernmental Organization with 20 Member States². Situated across the French-Swiss border near Geneva, CERN's mission is to enable international collaboration in the field of High-Energy Physics (HEP) research. To this end, CERN designs, builds and operates particle accelerators and the associated experimental areas, as well as connected IT, administrative and industrial services. More than 10 000 scientific users from research institutes all over the world benefit from CERN facilities. CERN's flagship project, the Large Hadron Collider (LHC), is producing unprecedented physics results.

Openness is enshrined in the CERN Convention³ (II.1) "[...] the results of its experimental and theoretical work shall be published or otherwise made generally available". Congruent with its mission of "[...] sponsoring of international co-operation in nuclear research, including co-operation outside the Laboratories [which] may include in particular [...] the dissemination of information", CERN is now facilitating the implementation of open access in HEP.

1.2 SCOAP³

The SCOAP³⁴ (*Sponsoring Consortium for Open Access Publishing in Particle Physics*) initiative aims to facilitate open access publishing of HEP literature in high-quality, peer-reviewed scientific journals. In the SCOAP³ model, publishers are paid by a single entity, SCOAP³, on a per-article basis for peer-review and other publication services, and to make the final version of articles immediately available in open access (the "Services", as defined throughout the Technical Specification).

1 Information on CERN is available at http://public.web.cern.ch/public

² The CERN Member States are currently Austria, Belgium, Bulgaria, the Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Italy, the Netherlands, Norway, Poland, Portugal, the Slovak Republic, Spain, Sweden, Switzerland and the United Kingdom. Israel and the Republic of Serbia are Associate Member States in the pre-stage to Membership and Romania is a Candidate for Accession to CERN.

³ http://council.web.cern.ch/council/en/Governance/Convention.html

⁴Additional information on SCOAP³, its business model, its current membership and an archive of its steps is available at http://scoap3.org. However, for the scope of this Invitation to Tender, only information provided in this document and its accompanying material is relevant.

SCOAP³ is a global network of funding agencies, research institutions, libraries and library consortia, which are re-directing funds from current HEP journals subscriptions to a common fund used to pay for the Services (the "SCOAP³ Partners"). Individual authors will continue to be free to choose the journal in which they wish to publish and, where that journal participates in SCOAP³ and the article has been qualified as a SCOAP³ Article on the basis of the criteria set out below in Section 2, its services will be remunerated by SCOAP³.

SCOAP³ is inspired by the collaborative models that the HEP community has used for decades to design, build, operate and exploit global research infrastructures.

As a SCOAP³ Partner, CERN hereby issues, for the benefit of this consortium, an Invitation to Tender to qualified potential bidders, which were identified through the Market Survey MS-3827/GS. Only firms having been qualified by CERN as a result of the said Market Survey are eligible to participate in the present Invitation to Tender.

2. GENERAL DESCRIPTION OF THE SERVICES

The required services ("the Services") consist of peer-review, open access, and other publication services for HEP content in scientific journals. The Services shall include all the services described in this Technical Specification, including but not limited to editorial independence, timely review and publication cycles, formatting and copy-editing, reference checking and linking, managing or providing links to supplemental data, integration with indexing and abstracting services, management of retractions and corrigenda, and other activities that are best practice in industry and/or currently provided for in the Journal(s) concerned.

The Services shall be provided under either of the following two models:

Model 1:

• The Services are rendered in respect of an entire high-quality peer-reviewed Journal.

• This model applies if at least 60% of research articles⁵ published in the year 2011 in the Journal were submitted by authors to the arXiv.org repository under one of the "HEP"

⁵ For the scope of this Invitation to Tender, a research article means a peer-reviewed document identified in ThomsonReuters' Web of Science as "article" or "review". Documents with any additional classification, such as, but not limited to, "proceedings paper" are not considered as "research articles".

categories available to submitters to classify their work⁶. Only the main category classification applies, and articles "cross-listed" to said "HEP" categories are not included in the calculation. The denominator of this fraction is the number of citable items in the Journal as per the 2011 ThomsonReuters Web of Science⁷.

- All research articles with DOI in such Journals will be considered "SCOAP³ Articles".
- All other content of the Journals (e.g. ...editorials, commentary...), shall also be published under the open access conditions of Section 3.

Model 2:

- The Services are rendered in respect of only a part of a high-quality peer-reviewed Journal.
- This model applies to Journals to which Model 1 above does not apply. Only research articles with DOI that were submitted by authors to the arXiv.org repository under one of the "HEP" categories will be considered SCOAP³ Articles. Services provided for all other articles, including articles "cross-listed" to said "HEP" categories will not be compensated by SCOAP³.
- SCOAP³ Articles will therefore appear alongside other content in said Journals.

The Services shall include publication of any corrections and/or additions to SCOAP³ Articles under open access conditions of Section 3 without additional compensation.

3. OPEN ACCESS CONDITIONS

SCOAP³ Articles shall be available open access without limitation in time, and their widest re-use shall be possible. They shall be accessible without any barrier on the publisher's website and shall be delivered in a timely manner (as defined in Section 3.2.2) to a repository operated by SCOAP³, for further distribution and re-use under the applicable License(s) as per Section 3.1 (e.g., re-distribution to institutional repositories of participating institutions or subject-specific repositories). In addition, the publisher shall provide the same quality of service for access to SCOAP³ Articles as to all other journal content on its website in conformity with current standards in the on-line information provision industry.

⁶ http://arxiv.org/archive/hep-ex, http://arxiv.org/archive/hep-th, http://arxiv.org/archive/hep-ph, http://arxiv.org/archive/hep-lat

⁷ http://thomsonreuters.com/products services/science/science products/a-z/web of science/

All SCOAP³ Articles shall be clearly branded "Funded by SCOAP³," and indicate the License under which they are published both on the initial landing page of the online version on the publisher's website and in the corresponding PDF version.

3.1 Licenses

All SCOAP³ Articles appearing in any Journal shall be licensed under one of the Creative Commons 3.0 Unported licenses⁸ (the "License") as set out in the bidder's answer to this Invitation to Tender. These licenses are listed here below, in order of decreasing preference:

- Attribution (CC BY)
- Attribution-ShareAlike (CC BY-SA)
- Attribution-NoDerivs (CC BY-ND)
- Attribution-NonCommercial (CC BY-NC)
- Attribution-NonCommercial-ShareAlike (CC BY-NC-SA)
- Attribution-NonCommercial-NoDerivs (CC BY-NC-ND)

No other licence will be accepted.

In addition, metadata describing the SCOAP³ Articles submitted by publishers to the SCOAP³ Repository (as indicated below) shall be provided under the CC0 1.0 Universal Public Domain Dedication⁹.

3.2 Delivery of SCOAP³ Articles and metadata

SCOAP³ Articles shall be delivered in their final version, together with properly formatted metadata (as described in Sections 3.2.1 and 3.2.2), to the SCOAP³ Repository. The final version is hereby defined as the one accessible from the web page of the publisher to which the DOI resolves.

⁸ http://creativecommons.org/licenses/

⁹ http://creativecommons.org/publicdomain/zero/1.0/

3.2.1 Delivery formats for SCOAP³ Articles

The minimum requirement for the delivery format of SCOAP³ Articles is PDF or a self-descriptive XML format. The <u>preferred</u> format is a combination of PDF, PDF/A, and a self-descriptive XML format.

3.2.2 Delivery formats for metadata for SCOAP³ Articles

The minimum requirement for the delivery of metadata for SCOAP³ Articles is as follows:

- Any structured and self-descriptive format is acceptable and must be used consistently for all SCOAP³ Articles for which a publisher enters into a contract with CERN. An XMLbased format is preferred.
- Minimum fields:
 - all CrossRef mandatory fields (currently for journal articles: title, abbreviation, URL, print or electronic ISSN, year)
 - AND, in addition all of the following:
 - o article DOI
 - o date of DOI registration in CrossRef
 - o arXiv number of the pre-print of the article, if applicable (mandatory for all SCOAP³ Articles in Model 2, mandatory in Model 1 whenever the SCOAP³ Article has been submitted to the arXiv.org repository under any of the "HEP" categories)
 - o names of all authors and for each author the corresponding institutional affiliation(s) of the author(s)
 - ORCID IDs for all authors, once these are available in the publisher's manuscript tracking systems
 - o information about the applicable License

3.2.3 Delivery method

SCOAP³ Articles and metadata shall be delivered to the SCOAP³ Repository within 24 hours of registering the DOI of each article through CrossRef. Any changes shall result in a new, but clearly marked, delivery of both SCOAP³ Articles and metadata, within 24 hours of the changes. The delivery of SCOAP³ Articles and metadata shall occur via any of the following methods:

- OAI-PMH or other similar feed
- FTP
- Dedicated API on the publisher side for "pulling" of information by the SCOAP³ repository
- SWORD protocol
- Another similar protocol to be mutually agreed upon with the operator of the SCOAP³ repository.

3.2.4 Delivery acceptance

SCOAP³ will monitor the timeliness of delivery for compliance with the 24-hour term as described in Section 3.2.3. Further, SCOAP³ will monitor the Delivery Format of the SCOAP³ Articles and of the metadata for compliance with the criteria enumerated in Section 3.2.2, as well as the License, as set out in the Contract between CERN and the publisher. Finally, SCOAP³ will monitor articles for eligibility by applying the criteria defining a SCOAP³ Article for the Journal concerned. If SCOAP³ does not reject any given article within 21 days of submission to the SCOAP³ Repository, the delivered SCOAP³ Article shall be regarded as accepted and the fees shall be paid to the publisher in accordance with the payment conditions set forth in the Contract. Failure to meet the 24-hour term or to comply with the delivery formats for SCOAP³ Articles and metadata shall entitle SCOAP³ to apply penalties as set forth in the Contract.

4. IMPLICATIONS FOR LICENSING AGREEMENTS

4.1 Reduction of subscription costs

Publishers shall reduce the prices of individual subscriptions, subscription packages and other subscriber licenses (e.g. "big deals") in order to facilitate the redirection by SCOAP³ Partners of funds from subscriptions to SCOAP³. Annex I contains examples of such reductions.

Reductions shall be applied for all subscribers, regardless of their participation in SCOAP³. In all cases, a "no double-dipping" principle shall apply, meaning that content paid for by SCOAP³ shall not be charged twice (once to SCOAP³ and once to other customers). For Journals for which services are compensated by SCOAP³ in their entirety (Model 1 in Section 2 above), the "no double-dipping" requirement extends to all document types published in those Journals (i.e. no charges shall be levied to any customers for any content in those Journals).

Price reductions will be made without any obligation to subscribe to alternative journals or to make use of an agreed cancellation limit, and any fixed expenditure commitments that form part of an existing subscriber's contract will be reduced accordingly. Publishers shall not raise the price of journals not participating in SCOAP³ in order to compensate for the redirection of subscriptions to SCOAP³.

In order to monitor the implementation of these reductions, a brokering facility will be developed by SCOAP³. After the adjudication phase and prior to the conclusion of the Contract, the following process will take place. First, the SCOAP³ Partners will have access to this facility and, either directly or through a national or consortial contact point, will enter their expected reduction for each publisher and combination of Journals offering the Services to SCOAP³, as per one or more of the examples presented in Annex I. In case of countries where SCOAP³ participation is administered through a single contact point or through one or more library consortia, these will have access to information for all the institutions they represent. In a subsequent phase, publishers will have access to the tool and be able to see the proposed reductions for only their own titles for each of the individual SCOAP³ Partners. In case the publisher cannot accept the proposed reductions, it will propose reasonable reductions. The SCOAP³ office at CERN, in liaison with the national or consortial contact points where these exist, will monitor this process and organize reconciliation as needed.

As part of this process, and by submission of its bid, the publisher agrees that the SCOAP³ Partners may disclose to each other, and within their own country and consortium, details of their existing subscription agreements, and this when necessary to calculate these reductions. The SCOAP³ Partners shall limit the circle of recipients of that information on a need-to-know basis and for the purpose of entering information (at a country level or a consortial level) in the brokering facility. SCOAP³ Partners shall ensure that those recipients are aware of and comply with the confidentiality obligations defined in the Contract.

Journals fully converted to open access under SCOAP³ (Model 1) shall remain in the publisher's title and price lists at a zero rate. They shall also be marked in such lists as "Funded by SCOAP³".

Journals converted in part to open access under SCOAP³ (Model 2) shall be marked in the publisher's title and price lists as "Partially funded by SCOAP³".

4.2 Discounted print options for SCOAP³ Partners

SCOAP³ Partners who choose to maintain print subscriptions to Journals funded by SCOAP³ shall not be financially penalized. Publishers will make print subscriptions available to SCOAP³ Partners at terms no less favourable than those contained in their current contracts, including deeply-discounted prices (DDP) where applicable. This requirement only applies to Journals for which a print version continues to be published.

4.3 Access to older content ("backfiles")

Many journal licenses include access to a specified amount of older material on either a fixed or rolling window basis. While SCOAP³ addresses publication of new content only, libraries and other subscribers shall have no less access to Journal content than they have today, and at terms no less favourable than those contained in their current contracts. Publishers shall grant this access through scenarios such as those presented in Annex II, according to their present model to provide "backfiles" as part of their subscription arrangements.

4.4 Reinstatement of subscriptions

In the event of a discontinuation of SCOAP³ and re-establishment by the publisher of the possibility of subscribing to the Journal(s) concerned, the publisher shall allow SCOAP³ Partners to reinstate their subscriptions at the SCOAP³ Partners' prior price levels, subject, as the case may be, to such reasonable adjustments as the parties shall agree. Moreover, content which was published open access as part of the SCOAP³ operation will continue to be open access without limitation in time. Such open access will be supported by the publisher.

4.5 Miscellaneous

For journals not fully converted to open access (Model 2), publishers shall continue to make COUNTER-compliant usage statistics available to subscribing institutions. The provision of COUNTER-compliant usage statistics for fully converted journals (Model 1) is desirable.

ANNEX I

	Cost reduction scenarios for extant licensing agreements after the implementation of SCOAP ³		
	Depending on the circumstances, more than one scenario may apply simultaneously.		
1	For individual subscriptions	Description	If a Journal participates in SCOAP ³ in its entirety, the subscriber's cost reduction shall be at least the entire subscription cost. If a Journal participates only partially in SCOAP ³ , the percentage of its cost reduction shall be not less than the percentage of its SCOAP ³ Articles, as published in the year 2011. The reduction shall be applied to the most recent subscription and/or license fees paid for the affected journals, adjusted for annual price increases if applicable.
		Example	 All articles in Journal A will be SCOAP³ Articles 50% of articles in Journal B will be SCOAP³ Articles Subscriber's current cost for Journal A is \$1,000 Subscriber's current cost for Journal B is \$5,000
			 Subscriber's cost reduction for Journal A ≥ \$1,000 (100%) Subscriber's cost reduction for Journal B ≥ \$2,500 (50%)
2	For a journal package in which the subscriber's current cost for each journal in the package is known	Description	Cost reduction shall be not less than the subscriber's cost in the most recent subscription year, including the percentage of applicable electronic surcharges, of each Journal that will contain SCOAP ³ Articles. The subscription fee and electronic surcharge may be governed by separate contracts. If a Journal participates only partially in SCOAP ³ , the percentage of its cost reduction shall be not less than the percentage of its SCOAP ³ Articles, as published in the year 2011. The reduction shall be applied to the most recent subscription and/or license fees paid for the affected Journals, adjusted for annual price increases if applicable.
		Example	• All articles in Journal A will be SCOAP ³ Articles
		1	• 50% of articles in Journal B will be SCOAP ³ Articles
			• Subscriber's known cost for Journal A in the most recent subscription year is \$1,000
			• Subscriber's known cost for Journal B is \$5,000.
			Subscriber's license includes a 10% electronic access fee
			 Subscriber's cost reduction for Journal A ≥ \$1,000 x 1.10 = \$1,100 Subscriber's cost reduction for Journal B ≥ \$2,500 x 1.10 = \$2,750
3	For a journal package in which the subscriber's cost is based on historical subscription costs for each journal with an annual price increase for the package as a whole	Description	Cost reduction shall be not less than the subscriber's historical cost, including the percentage of applicable electronic surcharges, multiplied by each successive annual increase, of each Journal that will contain articles paid by SCOAP ³ . The subscription fee and electronic surcharge may be governed by separate contracts. If a Journal participates only partially in SCOAP ³ , the percentage of its cost reduction shall be not less than the percentage of its SCOAP ³ Articles, as published in the year 2011. The reduction shall be applied to the most recent subscription and/or license fees paid for the affected

			Journals, adjusted for annual price increases if applicable.
		Example	 All articles in Journal A will be SCOAP³ Articles 50% of articles in Journal B will be SCOAP³ Articles In 2008, Subscriber's cost for Journal A was \$1,000 In 2008, Subscriber's cost for Journal B was \$5,000. Subscriber's license has been subject to a 5% increase per year and includes a 10% electronic access fee In 2013, subscriber's cost reduction for Journal A ≥ \$1,100 x 1.05 = \$1,403
			→ In 2013, subscriber's cost reduction for Journal B \geq \$2,750 x 1.05 x 1.05 x 1.05 x 1.05 x 1.05 x 1.05 = \$3,510
4	For a journal package with a single, indivisible fixed cost	Description	The percentage of cost reduction shall be not less than the percentage of SCOAP ³ Articles (as published in the year 2011) published in each Journal, factoring in the individual list price of Journals participating in SCOAP ³ as a proportion of the list price of all journals in the package. The reduction shall be applied to the most recent subscription and/or license fees paid for the affected Journals, adjusted for annual price increases if applicable.
		Example	 Package P consists of 20 journals for a fixed price of \$50,000 The list price of all journals in the package is \$62,000. Journal A has a list price of \$1,000. All articles in Journal
			 A will be SCOAP³ Articles. Journal B has a list price of \$5,000 and 50% of its Articles will be SCOAP³ Articles.
			 The value of SCOAP³ Articles as a percentage of the package = \$3,500 / \$62,000 = 5.7% Subscriber's cost reduction for the package ≥ \$50,000 x 5.7% = \$2,850
5	For a journal package in which articles paid by SCOAP ³ are contained within a collection of unsubscribed journals covered by a single fee	Description	Cost reduction shall be not less than the list price of Journals participating in SCOAP ³ , as a percentage of the list price of all journals in the unsubscribed collection, taking into account the percentage of SCOAP ³ Articles, as published in the year 2011. The reduction shall be applied to the most recent subscription and/or license fees paid for the affected Journals, adjusted for annual price increases if applicable.
		Example	• Journal A has a list price of \$1,000 and all its articles will be SCOAP ³ Articles
			• Journal B has a list price of \$5,000 and 50% of of its articles will be SCOAP ³ Articles
			Both journals are licensed via an unsubscribed collection
			• The list price value of all journals in the unsubscribed collection (excluding any journals for which a subscription fee is paid) is \$100,000
			The Subscriber's fee for this collection is \$10,000
			→ The value of SCOAP³ Articles in Journals A and B as a percentage of the unsubscribed collection = \$3,500 / \$100,000 = 3.5%

6	For a journal package in which	Example	 Subscriber's cost reduction for the unsubscribed collection ≥ \$10,000 x 3.5% = \$350 If the price of the unsubscribed collection is determined by the sum of a certain percentage of the list price of the journals in the collection, the cost reduction may alternatively be calculated as a given percentage of the list price of the respective journals. In the scenario described above where the subscriber's price for the journals is 10 % of the list price: Subscriber's cost reduction for Journal A ≥ \$100 (all articles in the journal will be SCOAP³ Articles) Subscriber's cost reduction for Journal B ≥ \$250 (50% of the articles in the journal will be SCOAP³ Articles)
	articles paid by SCOAP ³ are contained within a collection of unsubscribed journals and the unsubscribed journals are made available to the subscriber at no charge	Example	 Journal A has a list price of \$1,000 and all its articles will be SCOAP³ Articles. Journal B has a list price of \$5,000 and 50% of its articles will be SCOAP³ Articles. Both journals are included in subscriber's license as unsubscribed titles for which no fee is assessed. The subscriber's price for the journals is 0 (zero) Subscriber's cost reduction for Journal A ≥ \$0 Subscriber's cost reduction for Journal B ≥ \$0

	The journal is fully funded by SCOAP ³ (Model 1)		
1	For a given subscription year, subscribers get access to back years	Description	In the current model, the subscription gives access to a fixed number of previous years (i.e. start date is fixed). (Years prior to the fixed date are usually sold separately.) With SCOAP ³ , previous subscribers should keep the same
		Example	access as they had in the subscription model. Current model in 2012: - Subscription gives access to 2012 and 1995-2011 - Pre-1995 is licensed separately SCOAP ³ model in 2013: - 2013 is open access to everyone - Access to 1995-2012 is kept at no additional charge to previous subscribers or is made open access to everyone.
2	For a given subscription year,	Description	- Pre-1995 is licensed separately as it is currently In the current model, the subscription gives access to a rolling
2	subscribers get access to a rolling window of back years	Description	window of back years (oldest years are sold separately)
			With SCOAP ³ , current subscribers will keep the same access as they had in the subscription model.
		Example	Current model in 2012: - subscription gives access to 2012 + rolling-window of 10 years (i.e. as from 2002) - pre-2002 is licensed separately
			SCOAP ³ model in 2013: - 2013 is open access to everyone - Access to 2003-2012 is kept at no additional charge to previous subscribers or is made open access to everyone. - Pre-2003 is licensed separately as it is currently
3	For a given subscription year, subscribers get access to all existing back years	Description	In the current model, the subscription gives access to everything that has been published before.
			With SCOAP ³ , current subscribers will keep the same access as they had in the subscription model
		Example	Current model in 2012: - Subscription gives access to 2012 + all previous years
			SCOAP ³ model in 2013: - 2013 is open access to everyone - Access to pre-2013 is kept at no additional charge to
4	All back years are already available open access	Description	In case the back year content was already open access, it should remain open access.

	The journal is partially funded by SCOAP ³ (Model 2)		
5	For a given subscription year, subscribers get access to some back years (rolling window or fixed number of years)	Description	In this case, whatever the access to back years is in the current model, it stays the same under SCOAP ³ , unless the publisher decides to publish the archives in open access: - If the subscription to the non-SCOAP ³ content is retained, access to the back years should continue - If the subscription to the non-SCOAP ³ content is not retained, access to the back years is discontinued.
		Example	Current model in 2012: - Subscription gives access to 2012 + rolling window of 10 years (i.e. as from 2002) - Pre-2002 is licensed separately SCOAP³ model in 2013: - In 2013, 20% of the journal is available open access to everyone (SCOAP³ Articles), 80% is kept under the subscription model (non-SCOAP³ Articles) - If the subscription to the journal is retained, the subscriber continues to receive access to 2003-2012 - If the subscription is not retained, access to 2003-2012 ceases (provided that there are no remaining perpetual rights) - Pre-2003 is licensed separately
6	All back years are already available open access	Description	In case the back year content was already open access, it should remain open access.