



EIFL principles for negotiating open access agreements with publishers

In order to contribute to making open access the default where research articles are openly available for everyone to read and publishing in open access is affordable, EIFL has developed a set of principles for negotiating agreements with publishers, drawing on negotiation principles developed by [other library organizations](#).

EIFL represents library consortia in countries with a wide range of economic situations. Some of the library consortia receive free access whereas others are eligible for highly discounted access to paywalled content.

1. **Licensing and open access go hand in hand.** EIFL negotiates for the inclusion of open access elements into agreements with publishers, such as waived and discounted Article Processing Charges (APCs) or the inclusion of open access publishing rights as part of a country's subscription spend (transformative agreements, such as "publish and read agreements").

While many publishers have their own APC waiver and discount schemes for developing countries that are advertised on their websites, these could be withdrawn or changed at any time. EIFL negotiates for waivers and discounts with publishers which are secured in multi-year agreements.

2. **If there is no open access, the price should either stay the same, or decrease.** Failure to include open access elements into agreements should have an effect on subscription pricing, either following the LIBER principle of No Open Access, No Price Increase, or the SELL principle, that if there is no open access, the price should decrease.
3. **Authors from all institutions should be eligible for APC waivers or discounts.** Agreements for APC waivers and discounts should be open to authors from all institutions in EIFL partner countries, including those from institutions that do not have active, paid-for subscriptions.

4. **Include all journal titles.** Agreements should allow for open access publication across all of a publisher's titles, including fully open access and hybrid titles. All eligible journal titles should be listed in agreements.

Agreements should state clearly if any journals cannot be made eligible for open access publishing, such as society-owned titles. However, publishers should make a commitment to engage with their societies to allow inclusion in future.

5. **Transparency.** No Non-Disclosure or Confidentiality Clauses. All agreements should be made openly available.
6. **Reporting.** Agreements should require publishers to send a list of articles published in their journals by researchers in EIFL partner countries at the end of each year. These reports should include information about how much was paid in APCs, and about downloads and usage of these articles, to show their impact and reach.
7. **Mistakes rectified.** Agreements should include a clause stating that if a publisher has charged an APC by mistake or failed to apply a waiver or discount, this will be refunded. Agreements should also include a clause stating that if a title has been published behind a paywall but should have been open access, the publisher will make it open access retrospectively.
8. **Automatic recognition of authors.** Agreements should not include any restrictive conditions for authors, such as the need to quote a waiver or discount code when they submit to a journal. Instead, authors submitting an article to a journal should be automatically identified once they state their institutional and country affiliation. We understand that publishers might need to update their submission systems in order to meet this requirement.
9. **Authors retain copyright.** Publishers should allow authors to retain their copyright and to grant the publisher a non-exclusive right to publish their article. In addition, the article should be published under an open licence, preferably the Creative Commons Attribution licence (CC BY) (<https://creativecommons.org/licenses/by/4.0/>)

We look forward to working with publishers to negotiate such agreements.