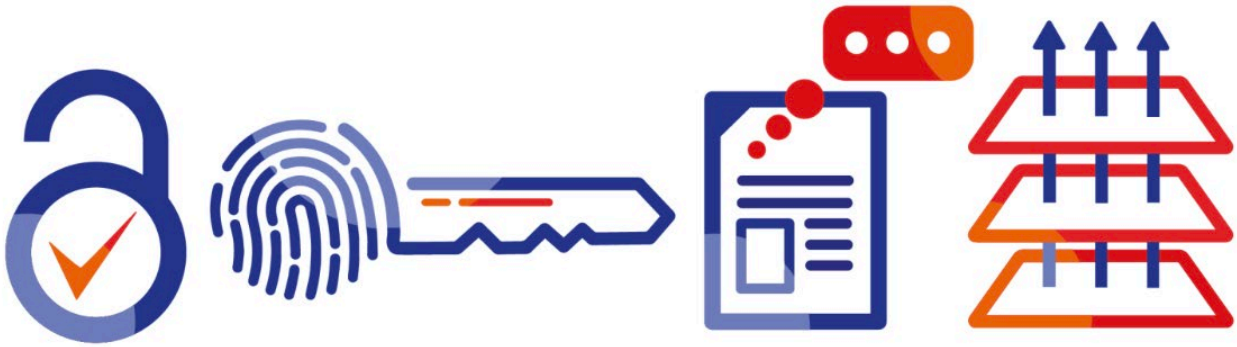
OpenPharma

Innovations in Medical Publishing

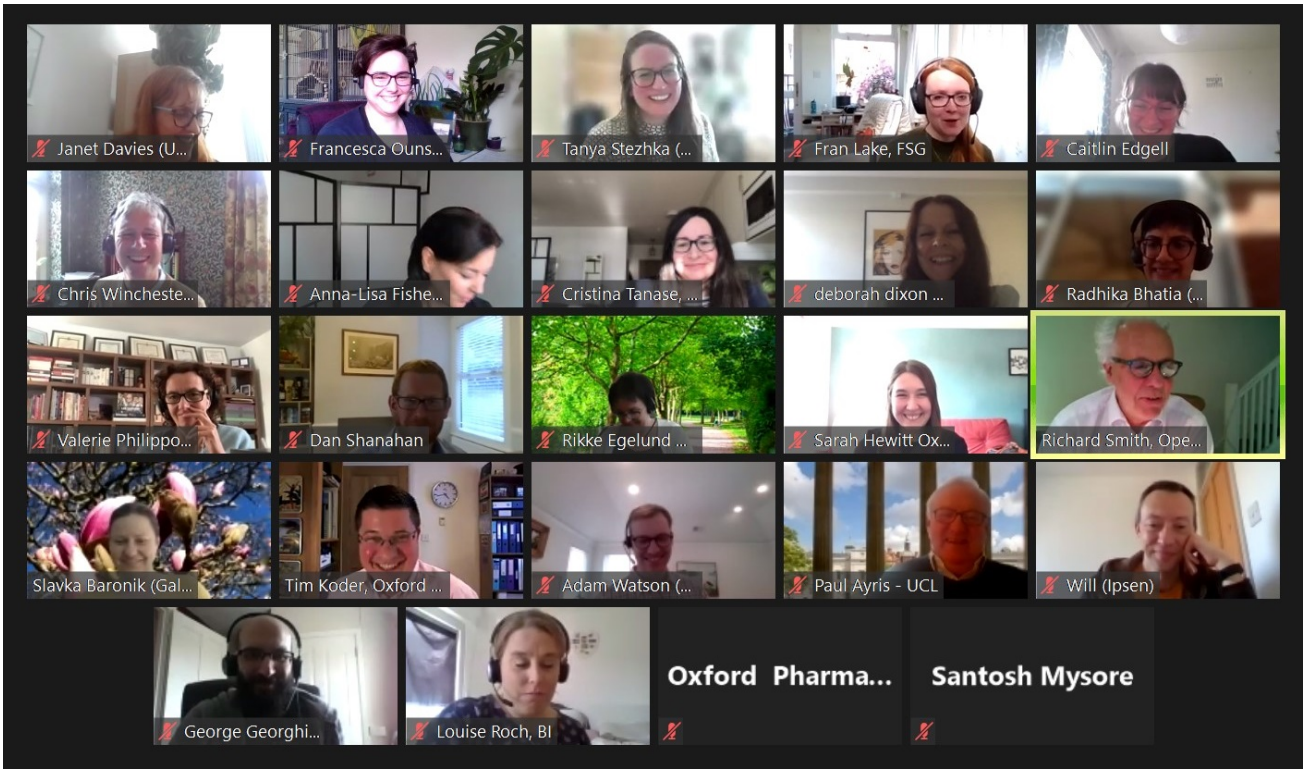
Report from the Roundtable Meeting on
Industry Open Access Agreements

23 April 2021



Open Pharma brings together pharma, publishers and other stakeholders in healthcare to explore how innovations in publishing can improve the speed, accessibility and transparency of pharma-funded medical research.

We are grateful for the time committed to the discussions at the meeting by our Members, Supporters and Advisers, and to the publishing company representatives who took the time to speak with us.



Open Pharma is also grateful for the contributions it has received in the form of grants and services from Alexion, AstraZeneca, Boehringer Ingelheim, Galápagos, Gilead, GSK, Novartis, Novo Nordisk, Oxford PharmaGenesis, Pfizer, Roche, Takeda, UCB and Wiley.

Open Pharma is a project of Oxford PharmaGenesis. Although Oxford PharmaGenesis is a for-profit company, this is a non-profit-seeking project, and we at Oxford PharmaGenesis commit much of our time at no charge.

Executive summary

On 23 April 2021, Members, Supporters and Advisers of Open Pharma and a group of publishing company representatives met for a virtual roundtable meeting to:

1. identify the benefits and risks to pharma, publishers and wider stakeholders in healthcare of open access (OA) agreements between pharma and publishers
2. agree whether there is a role for Open Pharma in future discussions on this topic.

Introduction to open access agreements

OA agreements have grown in popularity and scale over the past decade, and many publishers view them as a rapid and sustainable way to make their journals OA. These deals allow researchers at a particular institution to access paywalled material and publish OA in a publisher's journals at no cost to the individual researcher. Ultimately, OA agreements aim to bring down the paywall in scholarly publishing and move the payment model towards paying to publish OA. There are many large OA agreements involving academic institutions, but pharma companies lag behind in this area.

Publisher insights

Representatives from five publishing companies of different sizes shared a very broad market of OA agreement options. There is great flexibility to adapt these agreements to the needs of the customer in terms of the number of titles and the amount of OA publishing included. OA agreements present an opportunity for publishers to maintain the income they receive from pharma companies while increasing the value they deliver to those companies.

Breakout sessions

Three parallel breakout sessions were arranged so that participants could discuss in small groups the benefits and risks of OA agreements between pharma and publishers, any practical, technological or administrative barriers to agreements, and any other pharma-specific issues. Key discussion topics included the following.

- The need for Creative Commons Attribution (CC BY) licences for pharma-funded research for internal cataloguing, annotation and translation purposes, and to avoid reprint and figure permission costs for non-commercial purposes. Reprints and permissions were a key concern for both pharma and the publishers. Pharma may need 'read, publish and reuse' deals to maintain publisher income from reprints and permissions.
- The pros and cons of negotiating OA agreements as individual companies or as a consortium via a third party. A consortium may negotiate better, more diverse deals than individual companies, particularly small ones with limited resources. An organization like Jisc that acts on behalf of a pharma consortium could help to make negotiations more efficient.
- The challenges of monitoring publication and journal usage statistics within pharma companies so that OA needs can be assessed accurately, and how publishers could help with this.
- Whether OA agreements would limit journal choice for pharma authors.
- How to maintain publisher income (the 'money in the system') while increasing value for pharma.

Contents

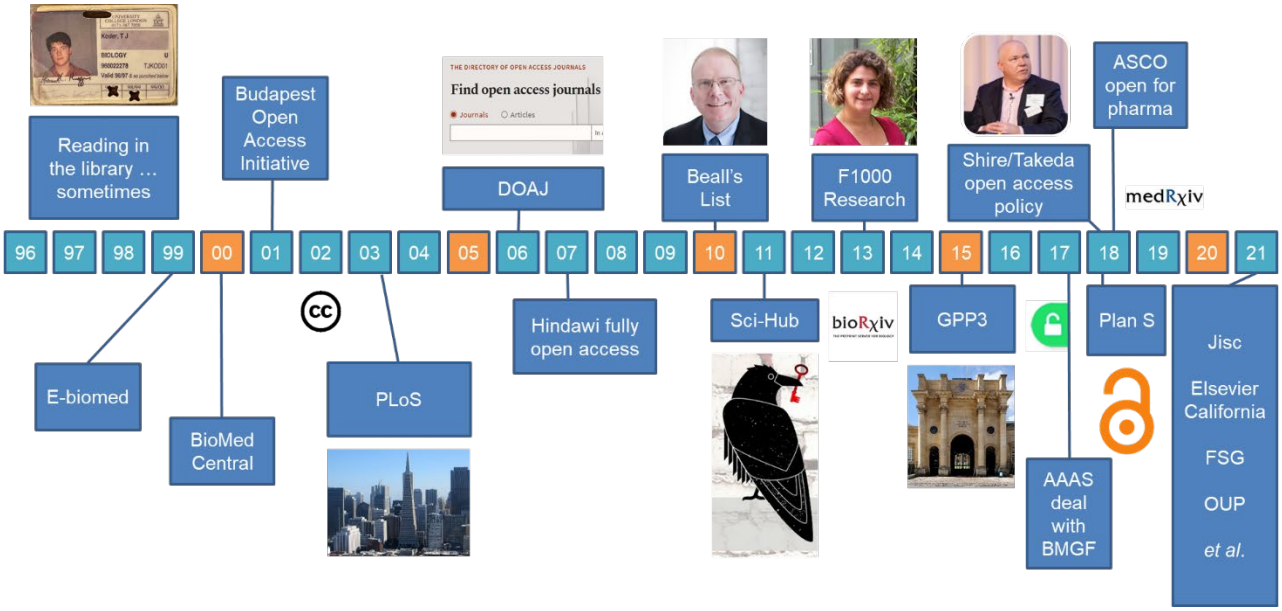
Introduction and objectives

Introduction to open access

Open Pharma believes that pharma-funded research should be published in a way that is transparent, accessible, timely, efficient and sustainable. Since the first major Open Pharma Roundtable Meeting in January 2017, the single most important change that we have been working towards is promoting open access (OA) publishing for pharma-funded research.

Although OA has increasingly become a standard expectation in biomedical research, our industry has lagged behind the academic sector, particularly in the UK and the EU (**Figure 1**). The OA movement largely began with technologies (e.g. the Internet) that allowed researchers to share digital versions of manuscripts with their colleagues. These technologies opened up the possibility for rapid and direct sharing of research without the need for third parties, such as traditional journals and publishers. This vision has not yet materialized, and instead, we have witnessed researchers, funders and publishers working together to make research more widely accessible.

Figure 1. A brief history of open access.



AAAS, American Association for the Advancement of Science; ASCO, American Society of Clinical Oncology; BMGF, Bill & Melinda Gates Foundation; DOAJ, Directory of Open Access Journals; FSG, Future Science Group; GPP, Good Publication Practice; OUP, Oxford University Press; PLOS, Public Library of Science.

BioMed Central (BMC) and PLOS were among the first new, natively OA publishers. BMC was also one of the first profitable OA publishers. Existing publishers began to transition to fully OA models, including Hindawi in 2007. The transition to OA was accompanied by a rise in 'predatory' journals, which charge steep article processing charges (APCs) without performing the usual stringent review activities. This led to the creation of the Beall's List, a database of predatory publishers, in 2010.

Paper piracy websites such as Sci-Hub also emerged as an alternative, illegal route for sharing research freely. The 2010s also saw the launch of innovative new publishing platforms such as *F1000Research* in

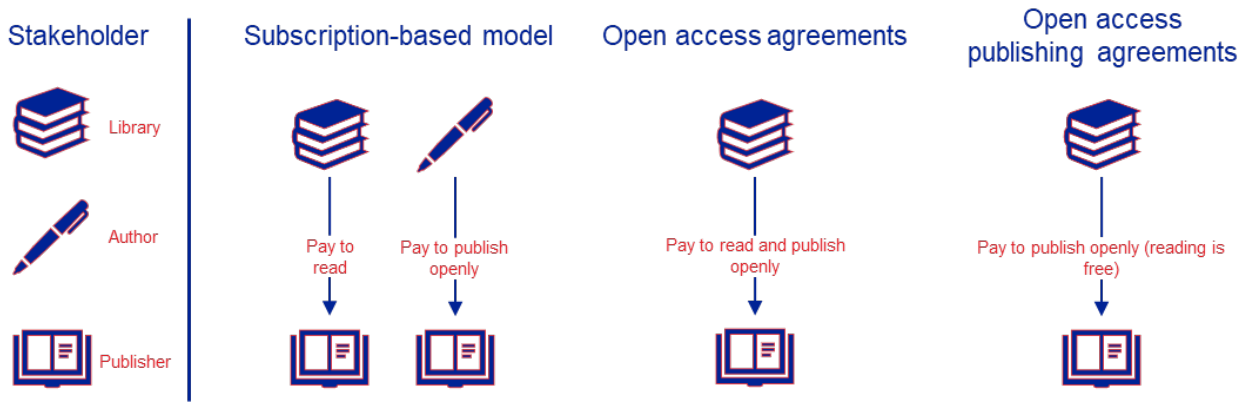
2013, which carries out open peer review, as well as an explosion in the number of preprint servers, including medRxiv in 2019.

More recently, funder mandates for OA publishing, such as Plan S and Takeda's OA policy, have brought OA into the mainstream. Plan S endorses transformative agreements (also called OA agreements) as a means to transition traditional subscription journals to an immediate OA model. In recent years, several large OA agreements have been successfully negotiated between publishers and research institutions.

Introduction to open access agreements

- These agreements may be called transformative agreements, read-and-publish deals or OA agreements. Throughout this report, they will be referred to as OA agreements.
- OA agreements are made between publishers and (usually academic) research institutions. The research institutions may act independently or as part of a consortium.
- The aim of the agreements is to shift the payments libraries make to publishers from paying to read towards paying to publish OA (**Figure 2**).
  - In the traditional subscription-based model, institutional libraries negotiate read subscriptions with publishers that allow researchers at that institution to access paywalled material at no cost to the individual researcher. Simultaneously, authors from that institution would usually be required to pay for any APCs themselves to publish OA in that publisher's journals.
  - In OA agreements, institutional libraries negotiate deals with publishers that allow researchers at that institution both to access paywalled material and to publish OA in that publisher's journals at no cost to the individual researcher (APCs are included in the deal and are therefore paid for by the library).
- Ultimately, OA agreements aim to bring down the paywall in scholarly publishing and increase OA publishing. In the future, once enough content has been made OA, the 'read' component of OA agreements will become obsolete, and new agreements may be necessary, in which libraries will pay only to allow their researchers to publish OA. This is already the case for some natively OA publishers.

Figure 2. A comparison of potential deals between institutions and publishers.



Landmark open access agreements

- The Bill & Melinda Gates Foundation and the American Association for the Advancement of Science (AAAS).
  - This deal, finalized in 2017, allows all manuscripts by researchers funded by the Bill & Melinda Gates Foundation published in AAAS journals (such as *Science*) to be made immediately OA (AAAS journals typically keep content behind a paywall for a year).
- Projekt DEAL and Wiley.
  - Agreed in 2019, this flagship OA agreement enables all research outputs from German institutions published in Wiley journals to be made freely accessible immediately upon publication.
  - It is expected to result in > 30 000 additional OA publications.
- Projekt DEAL and Springer Nature.
  - This deal, agreed in 2020, was the world's largest OA agreement at the time of signing and includes approximately 2340 journal titles.
- PLOS and the Big Ten Academic Alliance.
  - In 2021, the Big Ten Academic Alliance (consisting of 15 large US universities) announced its participation in PLOS's Community Action Publishing (CAP) programme.
  - CAP allows authors at participating institutions to publish without incurring APCs on themselves.
- Jisc and society publishers.
  - Jisc negotiated this deal between UK universities and five society publishers in 2019.
  - The fixed-price deal allows all scholarly output from the participating universities to be published OA in the societies' journals.
  - Jisc also has deals in place with the large publishers, including Springer Nature, Taylor & Francis and Wiley, and negotiations are ongoing with Elsevier and other publishers.
- The Royal Society.
  - The Royal Society has various models for OA agreements, which are mostly read-and-publish agreements with over 170 institutions.
  - Authors at Max Planck institutions can publish OA in Royal Society journals, and the APCs are covered centrally by the Max Planck Digital Library rather than by the individual author.
  - Authors at University of California institutions can publish OA in Royal Society journals, and APCs are divided between the University of California Library and the funder.
- See the Resources section for more details.

Core principles for open access agreements

1. Cost
   - OA agreements are based on the belief that there is enough money in the system already.
   - Some libraries want to stem rising publishing fees.
   - Publishers also want to maintain their incomes.
2. Copyright
   - Agreements tend to require the copyright to be retained by the author.

- Creative Commons (CC) licences are commonly required.
- Generally, CC Attribution (CC BY) is the preferred CC licence to use.

3. Transparency
    - The terms in an agreement should be made publicly available (especially if it involves a publicly accountable body).
    - Many agreements only have an overview made public.
    - It is not yet clear whether this is relevant to private companies.
4. Transition
    - These agreements are not the end state of library–publisher contracts.
    - The aim is to shift the payment model to enable OA publishing.

Benefits and risks of open access agreements

- In deciding whether OA agreements are suitable for pharma companies, all parties will need to weigh up the following risks and benefits.

Benefits	Risks
• Publishers and pharma could both achieve greater oversight and forecasting of finances. • Authors would not need to worry about APCs or choosing the right licence. • Bundling services could mean better value for the same spend. • There is an opportunity to reduce non-value-adding administration. • More open copyright would mean more balanced scientific exchange. • Pharma could further establish a public role as a responsible funder of research.	• Output asymmetry – industry OA agreements with large organizations would increase OA dramatically, allowing smaller organizations to access content without a reading subscription – but might this be OK? • cOAlition S announced that transitional agreements are only acceptable for a short-term transition – is this an issue for pharma? • Authors may want to publish in journals not covered by agreements. • Additional layers between buyers and sellers need to be paid too.

Objectives of the meeting

1. Identify benefits and risks of OA agreements between pharma and publishers for pharma, publishers and wider stakeholders in healthcare.

2. Agree whether there is a role for Open Pharma in future discussions on this topic or if pharma companies wish to handle OA agreements internally.

Publisher insights

Representatives from five publishing companies discussed their experiences with OA agreements.

Future Science Group (FSG)

- FSG is a small publishing company.
- FSG decided to launch its first OA agreement based on trends in the industry and Plan S.
- FSG's first OA agreement was made with Jisc in 2020.
  - It includes reading and full OA publishing.
  - A CC BY licence is applied to all publications.
- FSG also has some additional agreements with individual institutions.
- FSG is approaching other institutions around the globe with a streamlined OA offer.
- FSG generally deals with individual institutions but is open to negotiating with consortia.

Oxford University Press (OUP)

- OUP is a large publishing company with approximately 500 journals.
- Approximately 75% of OUP journals are owned by learned societies. The revenue from these journals is very important to the financial sustainability of the societies.
- OUP must balance its commitment to OA with its responsibility to its society partners. It views OA agreements as a key to enabling it to strike this balance.
- OUP has more than 25 OA agreements in place.
  - Most of these are with large European consortia such as Jisc in the UK and VSNU (i.e. the Association for Dutch Universities) in the Netherlands.
  - Customer demand for OA agreements is high, and OUP expects this demand to rise.
  - Individuals at participating institutions can read all OUP titles.
  - Authors from participating institutions have access to funds ('publish pots') to cover OA fees, transferring the burden of paying from individual authors to their institutions.
  - Some deals allow unlimited OA publishing, but others are capped.
  - Deals are regularly reviewed to ensure they are still meeting customer needs.
- OUP has found that all OA agreements are different and that all require some degree of negotiation. Deals are usually based on:
  - an institution's subscription spend (the 'read' component of a read-and-publish deal)
  - the number of authors from an institution publishing in OUP journals
  - the OA needs of the institution
  - projected growth in these areas
  - negotiations.
- OA agreements with pharma are likely to be more complex than those with academic institutions.
  - Historically, publishers have received substantial revenue from pharma through reprints and permissions.
  - This would change with an OA model.

- There are some administrative costs to the publishers for implementing OA agreements, such as changing manuscript submission systems.

PLOS

- PLOS is a small, non-profit publisher with seven journals (post-meeting note: on 27 April 2021, PLOS announced the launch of five new journals).
  - PLOS journals are native OA, so there is no need for the 'read' components of deals.
  - All manuscripts are published under a CC BY licence.
  - PLOS has used an APC model since its launch and finds that OA agreements can make this model more efficient and more sustainable.
- PLOS has two main models for OA agreements:
  1. CAP
     - Authors at participating institutions can publish APC free in two journals (*PLOS Biology* and *PLOS Medicine*).
  2. Flat fee agreements
     - Authors at participating institutions can publish in the other five PLOS journals as much as they want for an annual flat fee.
- All PLOS deals follow a common structure and are based purely on need. Specifically, the deal terms are determined by:
  - the number of authors from an institution publishing with PLOS
  - how much these authors spend in APCs
  - how often APCs are waived for these authors.
- PLOS has generally found dealings with large consortia such as Jisc to be non-adversarial and honest.
- PLOS performs an annual price transparency exercise in which it shares its running costs to justify its APCs and OA agreement fees.
  - Fees may be reimbursed to institutions if costs are lower than expected.
- When institutions and consortia consider OA agreements, they tend to prioritize deals with large publishers (e.g. Elsevier, Springer Nature, Wiley), thus leaving little money for deals with smaller publishers.
  - This reduces the diversity of journals in which authors at these institutions can publish without APCs, potentially biasing the authors towards certain groups of journals.
  - This may also reduce the diversity of the publishing ecosystem in the long run.
  - Large deals may also be wasteful when they include journals that institutions never use.

The Royal Society

- The Royal Society is a small publisher with 10 journals (two pure OA and eight hybrid).
  - Approximately 45% of articles in its journals are OA.
  - All OA articles are published under a CC BY licence.
  - It also has strict open data policies and operates an open peer review system on four journals.
  - It views OA agreements as a means to transition all its journals to pure OA as soon as possible.

- For 2021, the Royal Society has OA agreements in place with over 170 institutions through various framework deals, including with Jisc in the UK and the Max Planck Society in Germany.
  - These are uncapped deals – 'all you can eat' OA.
  - Individuals at participating institutions can read all Royal Society titles.
  - Corresponding authors at participating institutions can publish OA in Royal Society titles without limits.
  - Details about the Royal Society's deals are available in the Efficiency and Standards for Article Charges (ESAC) Transformative Agreement Registry (see Resources section).
- The publisher also offers a multi-payer model (e.g. with the California Digital Library) in which the institution pays the bulk of each APC and the funder pays the rest. If there is no funder, the California Digital Library will pay the full charge.
- Deals are based on:
  - the institution's subscription spend from the previous year
  - how often authors at that institution publish OA
  - negotiations.
- As more of their journals become pure OA, the 'read' element of the OA agreements will become smaller/cheaper.
- The Royal Society is a founding partner of the OA Switchboard, which is an OA information exchange hub, and the Society Publishers' Coalition, which is a forum for society publishers to collaborate and share knowledge as they make the transition to OA. See the Resources section for details.

Taylor & Francis

- Taylor & Francis is a large publishing company with approximately 2000 journals.
  - Approximately 200 of these are pure OA journals. The rest are hybrid journals.
- Its first OA agreement was launched in 2016 in the Netherlands, and since then, its deals have become more established.
  - It has also been able to streamline its administration and negotiation of these deals.
- Taylor & Francis currently has OA agreements in place with 12 consortia covering approximately 300 institutions.
- Most of its agreements are with European institutions, but it is seeing increasing global interest.
- Taylor & Francis views the rise of OA agreements as partly customer driven (e.g. owing to funder OA mandates) and partly driven by the desire of Taylor & Francis to accelerate its transition to OA.

Breakout sessions

Participants discussed in three smaller groups the benefits and risks of OA agreements between pharma and publishers, any practical, technological or administrative barriers to these agreements, and any other pharma-specific issues. The discussions from the three sessions are summarized below.

Room 1 discussion

- Facilitator: Richard Smith.
- Recording: Tim Koder.

- Attendees: Paul Ayris, Jessamy Bagenal, Slavka Baronikova, Will Gattrell, George Georghiou, Larisa Miller, Santosh Mysore, Richard Purdy, Chris Rains, Stuart Taylor.
- The ‘read’ component of OA agreements is important to pharma companies.
  - There is a large readership within pharma companies, and read subscriptions are very valuable.
  - Owing to time pressure (‘time is money’), pharma companies are also interested in machine readability for text mining, semantic indexing, automation of systematic reviews for internal use, annotation, and so on.
  - It would also be useful to be able to generate internal catalogues, but not all CC licences allow this.
  - Smaller companies may not have subscriptions and may instead buy individual articles. This can constitute a significant administrative burden. Without central library systems, this can also be wasteful if, for example, employees in different teams buy the same article twice. OA agreements may allow them to be more organized in this regard.
- During the negotiations between UK universities and publishers that were mediated by the third-party intermediary Jisc, a journals working group formed of librarians from UK academic institutions briefed Jisc as the negotiator.
  - In these negotiations, Jisc provided expertise on both the publishing and UK higher education landscapes.
  - Jisc charged membership fees for this service.
  - This collaborative model, in which a third party with relevant expertise mediates the negotiations on behalf of a consortium of institutions, may be one that pharma can use.
  - Purchasing/acquisitions representatives from pharma companies could form a consortium to brief an intermediary.
  - This approach would enable the participation of smaller companies that may not have the resources to conduct their own negotiations.
  - The intermediary could negotiate with several publishers at the same time to form ‘blanket’ agreements. This would reduce the administrative burden for pharma companies because they would not have to negotiate with each publisher individually.
  - Using a third-party negotiator may also help to ensure that companies have a diversity of deals with small and large publishers.
- Any OA agreements between pharma and publishers must be based on the money in the system now. These deals also need to be flexible to adapt to pharma’s changing needs.
- Previously, companies may have recommended that their authors publish in journals included in their subscriptions or in their other deals (e.g. for APC offsets). However, this is not ideal because it limits author choice. Therefore, any OA agreements would need to be broad to encompass a suitable range of target journals.
- Sometimes, articles are only made OA weeks or months after they are first published.
  - This is often because of the administration of APC payments.
  - Most interaction with articles occurs when they are first published; if they are not OA at this time, they do not generate the same value.

Room 2 discussion

- Facilitator: Francesca Ounsworth.
- Recording: Sarah Hewitt.
- Attendees: Dee Bojanic, James Butcher, Rikke Egelund Olsen, Linda Feighery, Carolyn Kirby, Valérie Philippon, Louise Roch, Daniel Shanahan, Adam Watson.
- 'CC BY or nothing'.
  - There is a feeling that CC BY is the only acceptable CC licence from an ethical perspective because other licences do not allow the translation of papers. This would disproportionately affect non-English speaking communities.
  - Some journals allow pharma to publish OA but do not allow them to use CC BY licences.
  - Would an OA agreement for pharma allow the use of CC BY licences? Would this be reflected in the cost?
  - Publishers may be reluctant to grant CC BY licences; however, if the choice is between accepting that deal and no deal, they may do so.
  - The effect on publishers of granting CC BY licences depends on each publisher's size and field. For example, some journals only make money through reprints or subscriptions. The publishers of these journals would need to do a careful analysis before agreeing to change their model.
- Fee waivers for OA publishing are not effective enough at facilitating uptake.
  - Fee waivers put a lot of the onus on the author.
  - The take-up of waivers is lower than expected.
  - PLOS feels that its CAP plan helps to address this because all institutions in eligible countries are covered.
- Cost is a barrier, but it is not the only barrier to open and equitable publishing.
  - In some medical communities, there are questions surrounding how to publish research, how to share research and how to make research discoverable for those communities.
  - Peer review.
    - Some researchers may not be comfortable with the nuances and tone of reviewer comments.
    - In some communities, typical reviewer tones seem confrontational.
  - Language and translation.
    - There may be an unmet need for translating papers into local languages.
    - Some publishers are using Google Translate widgets on their platforms.
    - There is pressure on academics to publish in high-income English-language journals for international dissemination. Local-language publications may restrict international dissemination.
    - Licences such as CC Attribution-NonCommercial-NoDerivs (CC BY-NC-ND) and CC Attribution-NoDerivs (CC BY-ND) prohibit translation.
    - There can be bias in the review process against institutions in non-English speaking countries. For example, even native English speakers at institutions in non-English speaking countries may be asked by publishers to have their manuscript rewritten by a native English speaker.

- There are concerns that OA agreements may steer authors towards particular journals if authors know their institution has an agreement in place. Authors may be put off publishing in other journals owing to extra cost, time and effort.
- What incentives are there for publishers to negotiate OA agreements?
  - OA agreements provide financial stability. Income from APCs is very unstable, whereas OA agreements (as well as subscription models) are forecastable.
  - For smaller publishers, there is an incentive to ensure that they are not left out of OA agreements. There is concern that if institutions have OA agreements with large publishers, they will have no money left for the smaller publishers.
  - Opening up research is often an incentive in itself.
- What incentives are there for pharma to negotiate OA agreements?
  - OA agreements may help to reduce barriers to access and increase equity and accessibility.
  - They may also reduce some administrative burdens. Tracking spend is difficult in large organizations with many different departments, and it is hard to monitor sources of funding for APCs. With OA agreements, there are no APCs to track.
- There were concerns about the use of consortia to negotiate deals.
  - Publishers were concerned about how negotiating as a consortium could be achieved without sharing data on publications and spend with competitors.
  - Not everyone in a consortium may get an equal deal. For example, it was suggested that the 'big players' sometimes get a worse deal than other members of a consortium. Some members of the meeting argued that in fact the opposite is true.
  - Different members of the consortium may have different internal compliance rules, for example, on reporting and spending.

Room 3 discussion

- Facilitator: Tanya Stezhka.
- Recording: Caitlin Edgell.
- Attendees: Radhika Bhatia, Janet Davies, Deborah Dixon, Anna-Lisa Fisher, Francesca Lake, Sara Rouhi, Cristina Tanase, Christine Marie Vanderlinden, Chris Winchester.
- If we could redesign the academic publishing model from scratch, how would we do it?
  - New models need to be data driven and based on what institutions need from publishers.
  - Speed is important, which the COVID-19 pandemic has highlighted.
  - However, speed must be balanced with quality, for example, by allowing time for peer review.
  - Content should be discoverable to ensure that it gets to the right audiences. Many readers use social media such as Twitter to find papers to read, but there may be better ways to reach them.
  - There are many examples of new OA publishers using innovative models, for example, Frontiers and PLOS. Traditional publishers are also trying to shift towards these models, but this takes time for large companies.

- Some pharma companies were concerned they may not benefit from OA agreements as much as others.
  - Some pharma companies do not have any subscription bundle deals in place with publishers, and instead subscribe to individual relevant titles.
    - Some publishers can offer OA agreements for smaller collections of journals (e.g. medical journals) or even individual journals.
  - Pharma companies may not have consistent usage statistics, and they may unsubscribe from a specific title if they are no longer pursuing research in that area. Therefore, any agreements based on historical data may not suit their present-day needs.
    - OA agreements with pharma may need to be more flexible that those with academia.
  - Smaller pharma companies have different journal use habits compared with larger companies.
    - They tend to publish at a low frequency in a wide variety of target journals.
    - It may be challenging to form OA agreements that include such a diverse range of target journals.
- Pharma companies may have different 'read' needs and 'publish' needs compared with academic institutions.
  - In OA agreements, all articles – including those usually behind paywalls – are free to read for individuals at participating institutions.
  - Some institutions may want 'read' access to only a single journal but 'publish' access to all journals.
  - Publishing companies can offer OA agreements with different ratios of the 'read' and 'publish' components based on the customer's usage.
  - Under an OA agreement, institutions can choose to spend less on the 'publish' component and to implement a cap on how many APCs they will cover (therefore on how many papers can be published OA). Alternatively, institutions can choose to spend more on unlimited OA publishing.
  - Deals can also include discounts on APCs.
- Pharma companies were concerned that some publishers apply different CC licences to authors from pharma companies compared with those from academic institutions.
  - FSG.
    - Anyone, including authors from pharma, can publish their standard article types OA under a CC BY-NC-ND licence.
    - However, some of its new journals only use CC BY licences.
    - All of its OA agreements use CC BY licences as standard.
  - OUP.
    - Authors can publish OA in all of its journals.
    - All its journals offer CC BY licences to authors with funders who mandate the use of these licences. If authors are not funder mandated, they are offered CC BY-NonCommercial (CC BY-NC) licences for some OUP titles.
    - If pharma companies as funders mandated CC BY licences, publishing companies may follow their lead.

- Some CC licences preclude pharma companies from reusing their own publications for non-commercial purposes (e.g. medical information).
  - Pharma companies may need to share publications with healthcare providers who request data about their drugs, or they may want to use figures from their publications in congress presentations.
  - Some CC licences are a barrier to these activities.
  - CC BY-NC licences allow users to copy, modify and redistribute the material for non-commercial purposes only. These licences are therefore not applicable to industry users.
  - Publishing companies generate substantial revenue from pharma companies through reprints and permissions. They usually want to preserve this income as much as possible, which is why they may use non-commercial licences.
  - In turn, reprints and permissions represent a substantial cost for pharma companies. Sometimes, these costs can be prohibitive, and companies may decide to not pursue activities they otherwise would have (e.g. including certain figures in a congress presentation).
  - Pharma may therefore need 'read, publish and reuse' deals in which, for example, pharma companies pay a flat fee for unlimited reprints and permissions.
  - Alternatively, exemptions for reuse and permissions fees could be made for certain activities, such as medical information.
- Tracking reading, publishing and reuse/permissions statistics can be very challenging for large pharma companies with branches in different countries.
  - Some companies have centralized services for managing read subscriptions and copyright issues, and are developing methods for tracking publications and publication spend better.
  - Publishers track company's usage statistics and spend (provided authors are affiliated with the company) and may be able to help with this tracking.
- A consortium of pharma companies may be able to get a better deal than individual companies. It would also be beneficial to have a liaison between pharma companies and publishers.
- There are likely to be parallels between past subscription negotiations and any future OA agreement negotiations.
- These negotiations may be an opportunity to get better value for money for pharma companies while also maintaining income for the publishers.

Closing remarks

- When Open Pharma initiative was launched, pharma was about 10–15 years behind academia and the public sector in terms of its commitment to OA.
  - Funders such as Wellcome started their OA journey by covering APCs to encourage the researchers they fund to publish OA.
  - Eventually, many funders of academic research started to mandate immediate OA publishing for their researchers.
  - Some pharma companies took a similar route, by encouraging OA, then ultimately making it compulsory for their authors.
  - Today, pharma still lags behind academia owing to various reasons, including differences in its operating environment and stricter regulations for pharma companies.
- Publishers have proved more and more willing to consider alternative models, including OA agreements.
  - Over time, OA agreements have become more established, and negotiations have become more efficient (especially owing to organizations like Jisc).
  - There may be a role for an organization such as Jisc in negotiating OA agreements for a consortium of pharma companies.
- Pharma companies already pay a large amount of money to publishers in reprint fees, figure permissions, subscriptions and APCs. Hence, there is enough ‘money in the system’. There is, however, scope to provide more value to pharma companies for the money they pay.
- OA agreements may be stepping stones to other OA solutions, such as open institutional repositories and OA university presses.
  - Such solutions may make the vision of direct scientist-to-scientist communication a reality.
  - However, they may underestimate the role that journals and publishers play in research dissemination and discoverability.
  - This ‘do it yourself’ model may also not be feasible for pharma owing to the lower perceived trustworthiness of pharma companies and to existing regulations that may hold pharma companies to the same standards as for educational communication (e.g. no off-label data can be included).
  - Ultimately, academia, pharma and publishers alike must decide whether the aim of OA is simply to make research freely available, or whether it is to put that freely available research in front of the people who will benefit the most from it.

Resources

Please find below links to resources shared during the Roundtable Meeting.

Open access information

Efficiency and Standards for [Open Access] Article Charges (ESAC) Transformative Agreement Registry:
https://esac-initiative.org/about/transformative-agreements/agreement-registry/

OA Switchboard:
https://www.oaswitchboard.org/

The Society Publishers' Coalition:
www.socpc.org

Example open access agreements

Projekt DEAL and Wiley:
https://www.projekt-deal.de/wiley-contract/

https://openresearch.community/posts/recent-findings-indicate-that-country-level-open-access-frameworks-are-likely-to-increase-concentration-in-the-publishing-market

Projekt DEAL and Springer Nature:

https://www.projekt-deal.de/springer-nature-contract/

The Bill & Melinda Gates Foundation and the American Association for the Advancement of Science:

https://www.sciencemag.org/news/2017/02/gates-foundation-strikes-deal-allow-its-researchers-publish-science-journals

PLOS and the Big Ten Academic Alliance:

https://theplosblog.plos.org/2021/01/plos-and-the-big-ten-academic-alliance-announce-publishing-deal/

Jisc and society publishers:

https://www.jisc.ac.uk/news/jisc-consortium-secures-five-open-access-agreements-with-learned-societies-09-dec-2019#

Jisc and Wiley:
https://www.jisc.ac.uk/blog/the-uk-wiley-read-and-publish-agreement-nine-months-on-25-sep-2020

The Royal Society:

https://royalsociety.org/journals/authors/read-and-publish/read-publish-agreements/

Meeting attendees

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Slavka Baronikova	Galápagos
Dee Bojanic	Gilead Sciences
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Sara Rouhi	*PLOS*
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