Towards consortium deals that only provide CC BY as eligible Creative Commons license?

The impact of publishers ‘License to Publish’ policies on the Creative Commons strategy of the Dutch UKB Consortium

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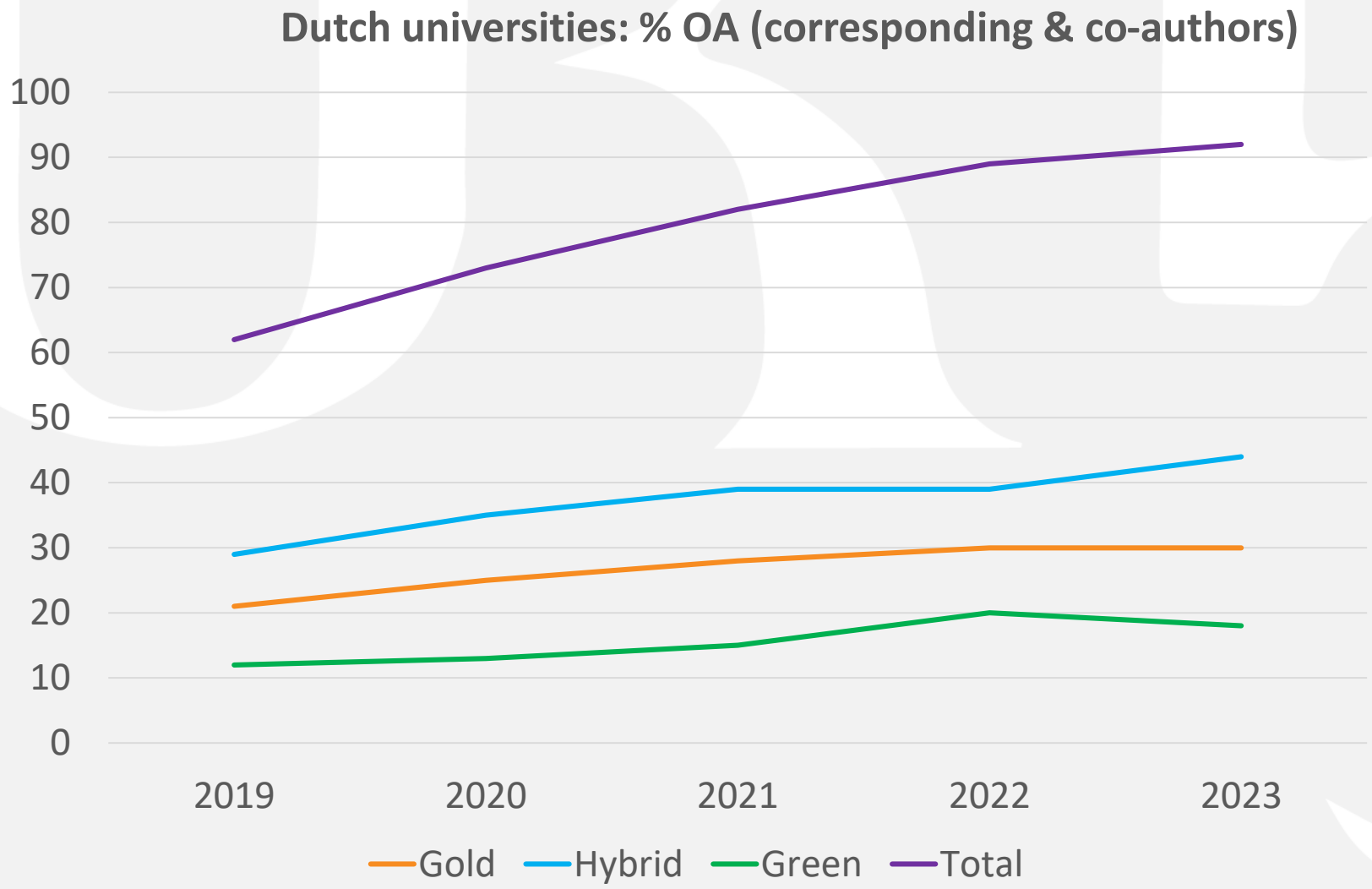
Introduction

- Program manager UKB (Network of Dutch University Libraries & Royal Library
- Advising universities on their open access strategy

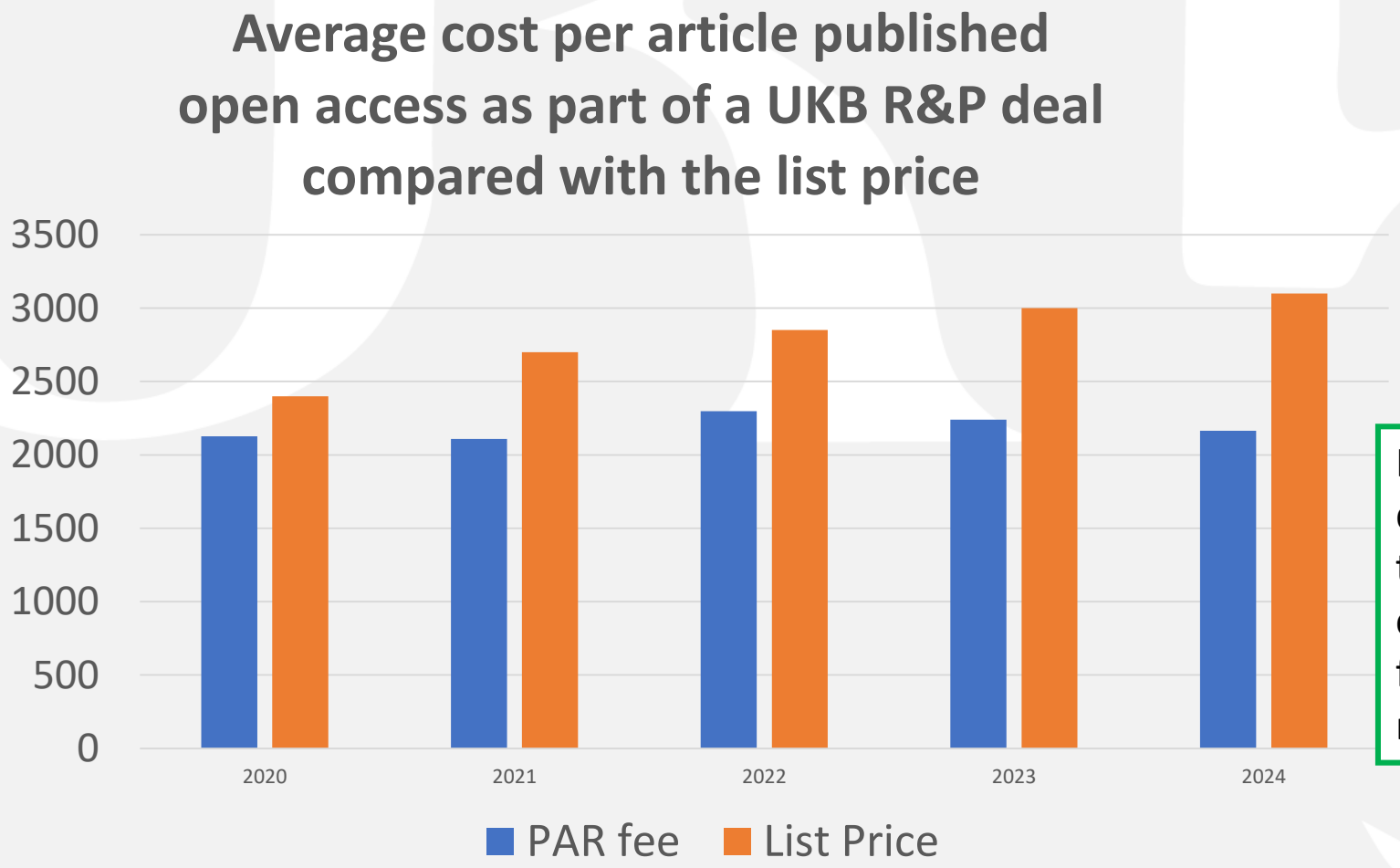
- Help building tools that support this strategy:
  - Transformative Agreements
  - National project manager Green Open Access (implementing copyright law)
  - National project manager Full Open Access (including opening up the consortium, collaboration with funders)
  - Project manager UKBsis datahub (a data warehouse that combines 30+ metadata sources)
- Helping the consortium to use these tools (in negotiations and contract management) and share experiences internationally

UKB priority: towards 100% open access



Green is seen as ‘safety net’. Conversion rate subscription > green OA:
2019: 24%
2020: 33%
2021: 45%
2022: 66%
2023: 69%

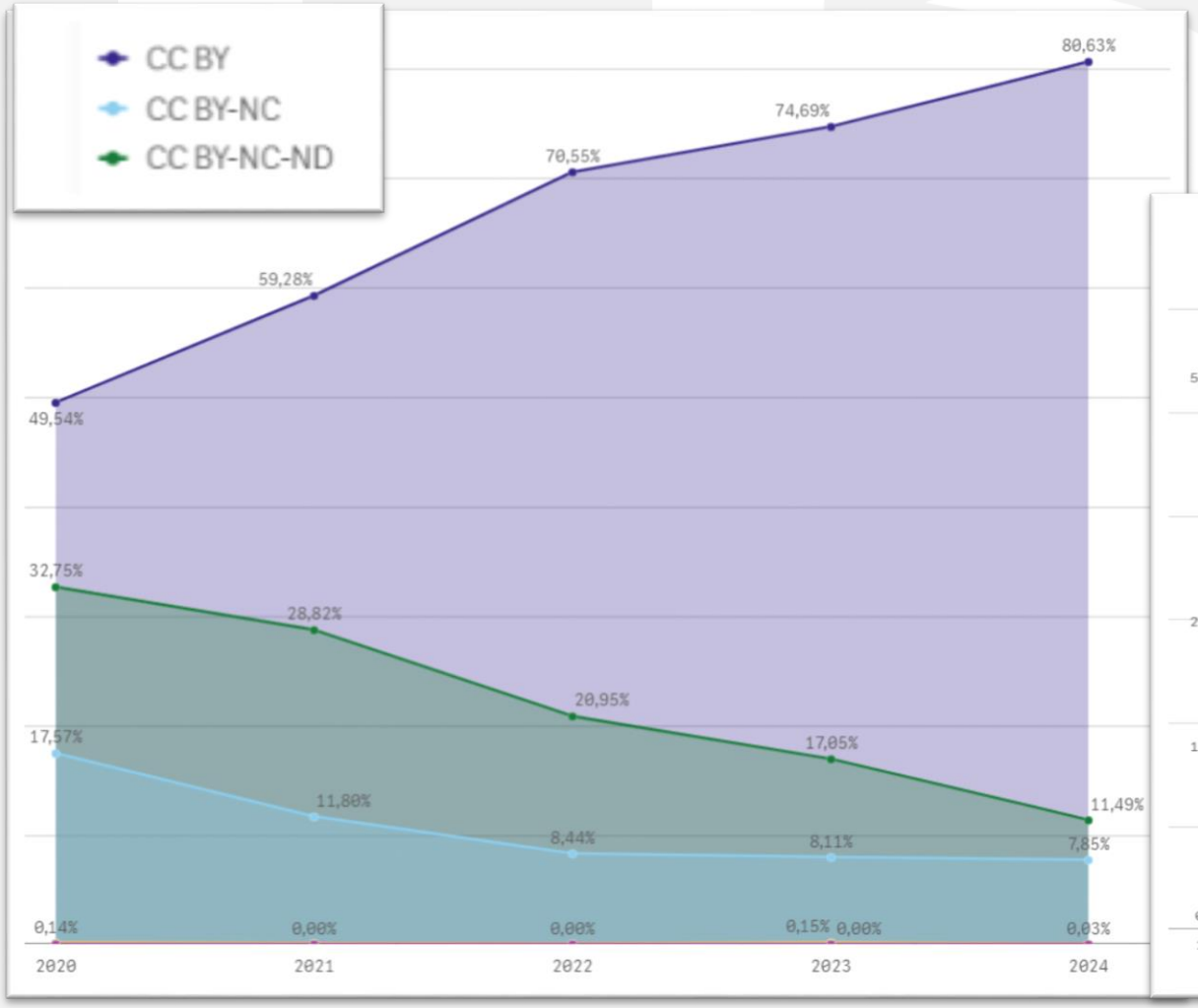
UKB priority: grip on costs



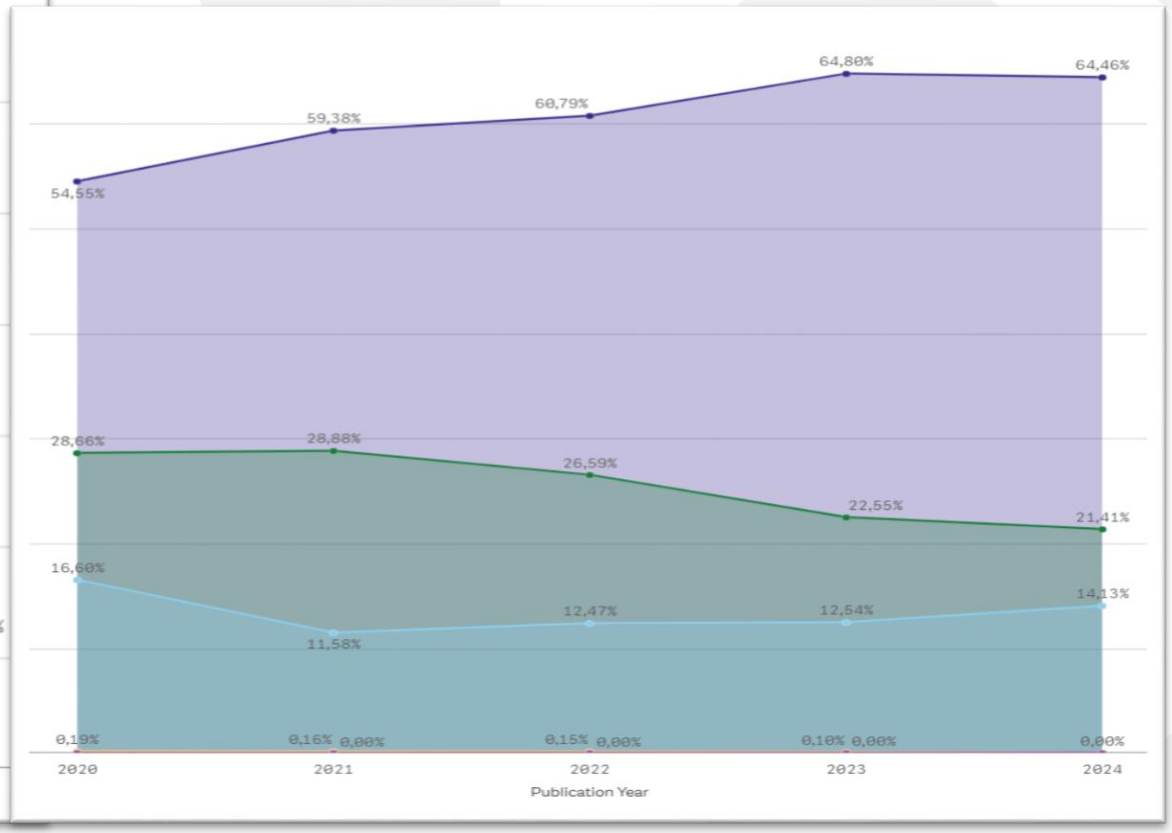
In 2019 the average UKB R&P deal PAR fee was 13% lower than the PAR fee. In 2024 the cap increased to 43%. PAR fee also includes access rights to paywalled articles.

UKB priority: stimulating CC BY

% CC licenses OA articles UKB R&P deal



% CC licenses OA articles in same journals by international authors



Main drivers behind stimulating CC BY

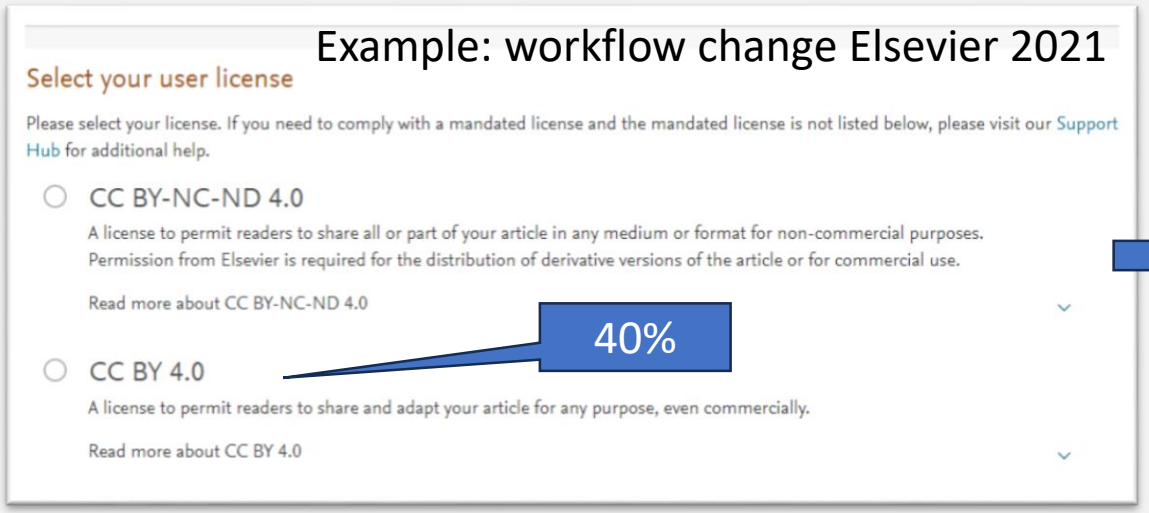
2020 – 2023: reusability & funder compliance

Example: contract RSC 2022

Article 2 Obligations of Publisher and Institution

2.1 Publisher shall publish articles from Eligible Authors as OA Articles under a Creative Commons Attribution licence without delay upon first publication. Publisher will make every effort to support the Eligible Author to comply with the agreement and open access funder requirement and to sign the necessary licence.

Example: workflow change Elsevier 2021

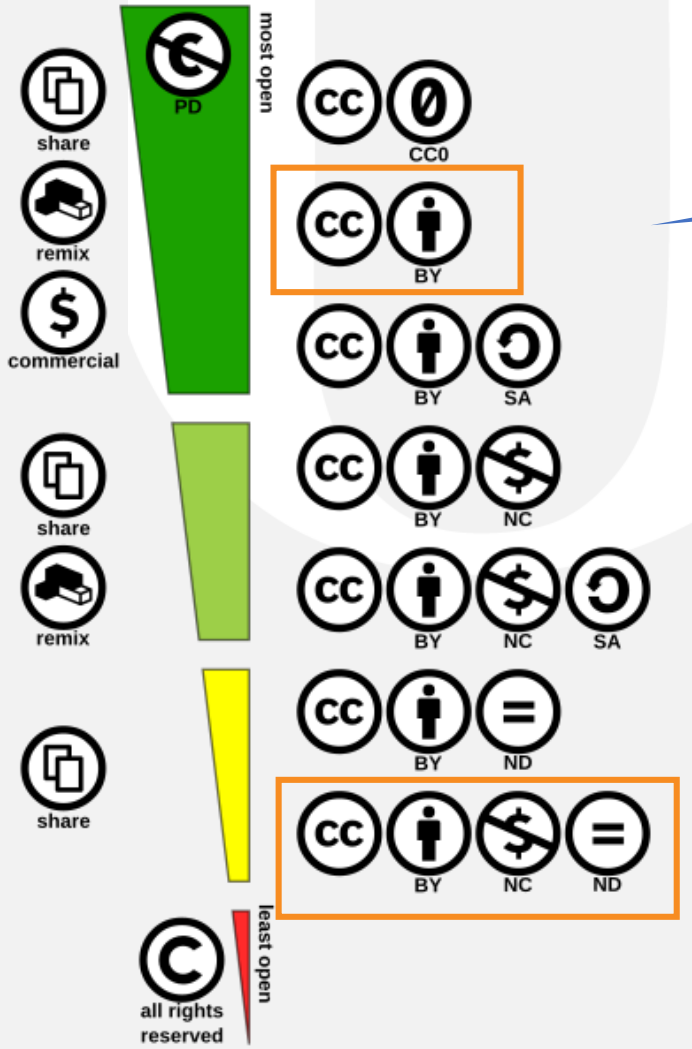


Main drivers behind stimulating CC BY

2023 - current: reusability & funder compliance + academic sovereignty

- What's the issue
- Discussions with publishers
- Action taken & results

Creative Commons Licenses: the options



https://en.m.wikipedia.org/wiki/File:Creative_commons_license_spectrum.svg

Consortium "Preferred by your institution, required by most funders"

Some authors: "I don't want Pharma to use an illustration in a commercial brochure"

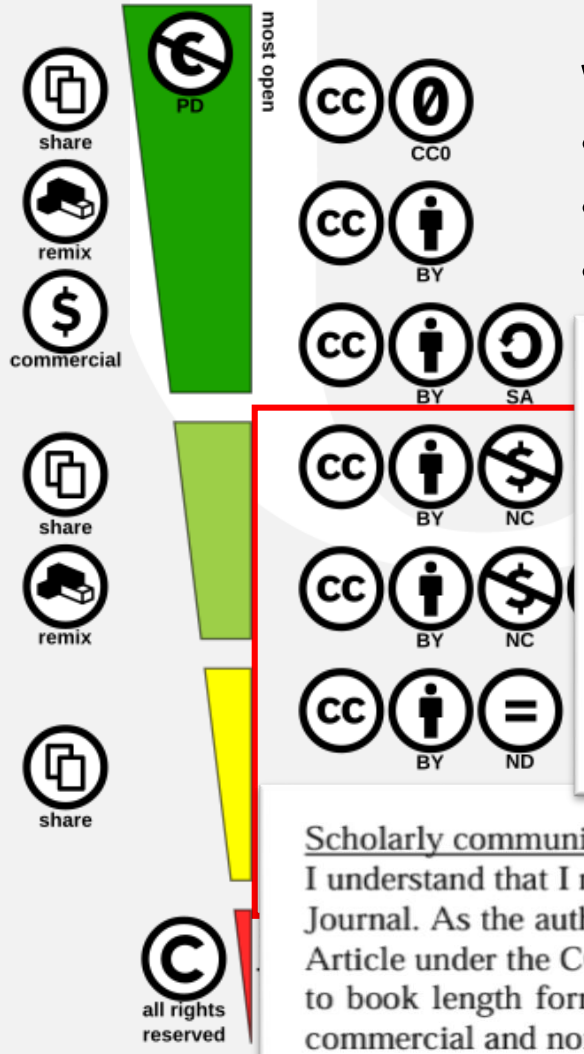
Some authors: "I don't want my paper to be translated without my permission"

Why CC BY-NC-ND?

Taylor & Francis
Taylor & Francis Group

- It is our view that this license provides the best combination of dissemination and protection, particularly for our authors in humanities and social sciences.

Creative Commons License: the right to manage restrictions is laid down in the License to Publish



https://en.m.wikipedia.

Who manages these restrictions?

- When the author wants to re-use the article in a textbook?
- When a colleague wants to re-use a paragraph for educational purposes?
- When a PR firm wants to use illustrations in a folder for a pharmaceutical conference

C. LICENSE

In addition to the non-exclusive rights to the Contribution the Owner has under the CC-BY-NC-ND license, the Contributor grants to the Owner, during the full term of the Contributor's copyright and any extensions or renewals, an exclusive license of all rights of copyright in and to the Contribution that the Contributor does not grant under the CC-BY-NC-ND license, and all rights therein, including but not limited to the right to publish, republish, transmit, sell, distribute and otherwise use the Contribution in whole or in part in electronic and print editions of the Journal and in derivative works throughout the world, in all languages and in all media of expression now known or later developed, for commercial purposes, and to license or permit others to do so. Such exclusive rights do not conflict with the rights granted to users under the terms of the Creative Commons Attribution-Non-Commercial-NoDerivs License.

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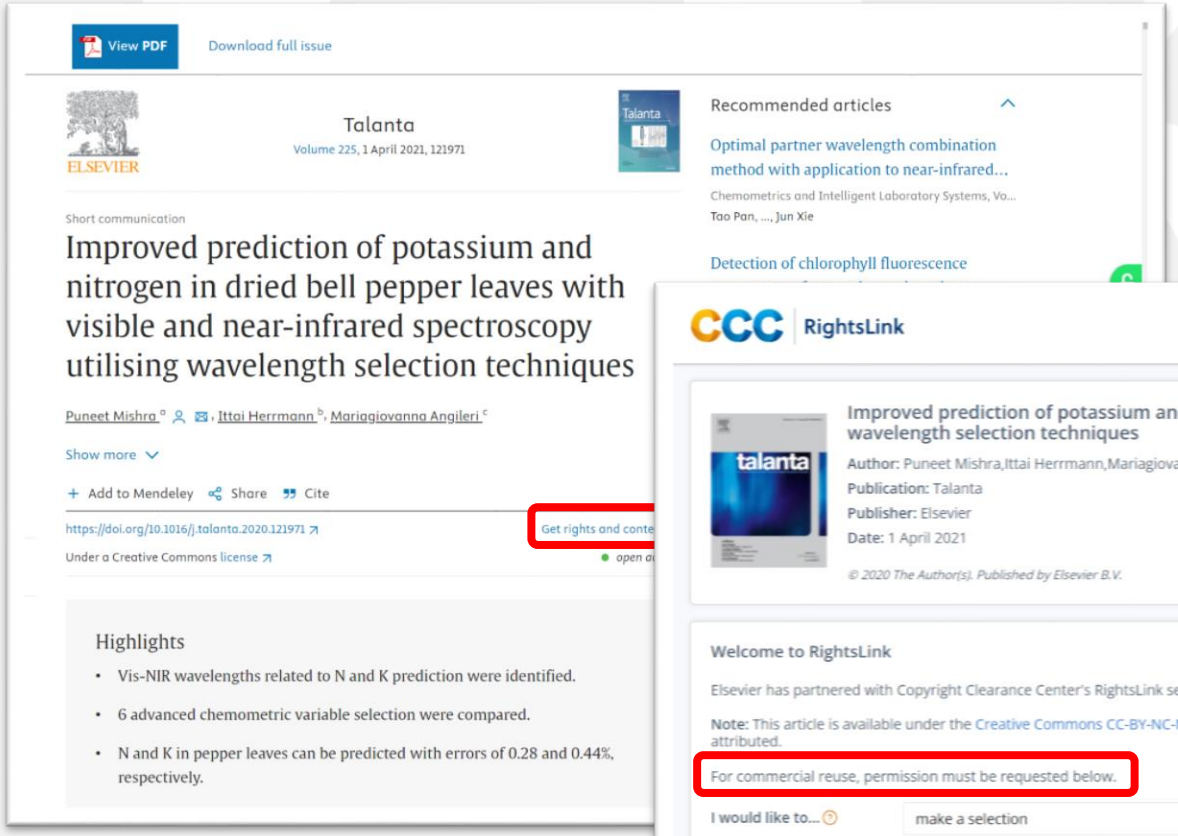
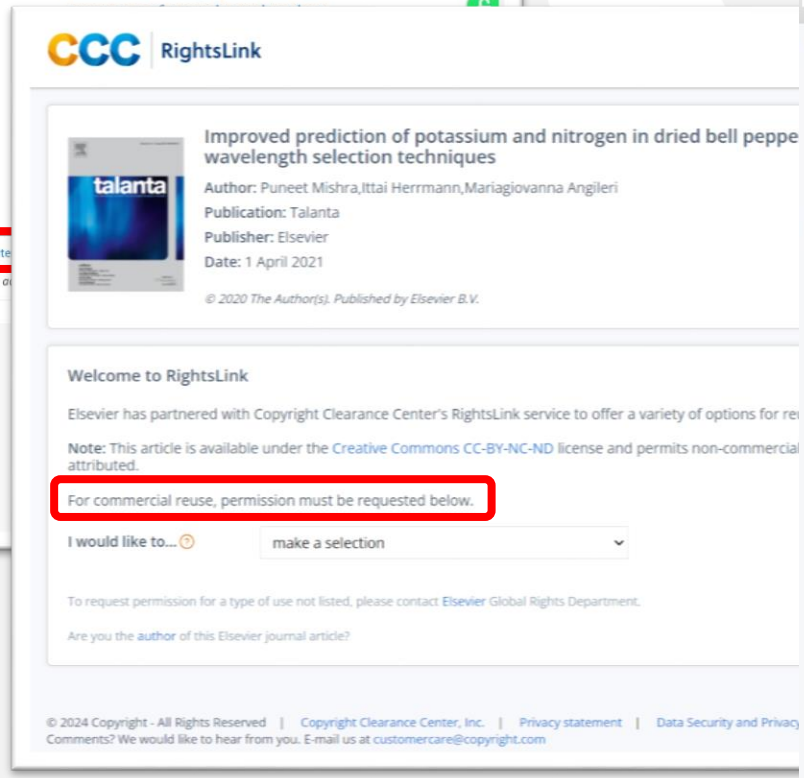
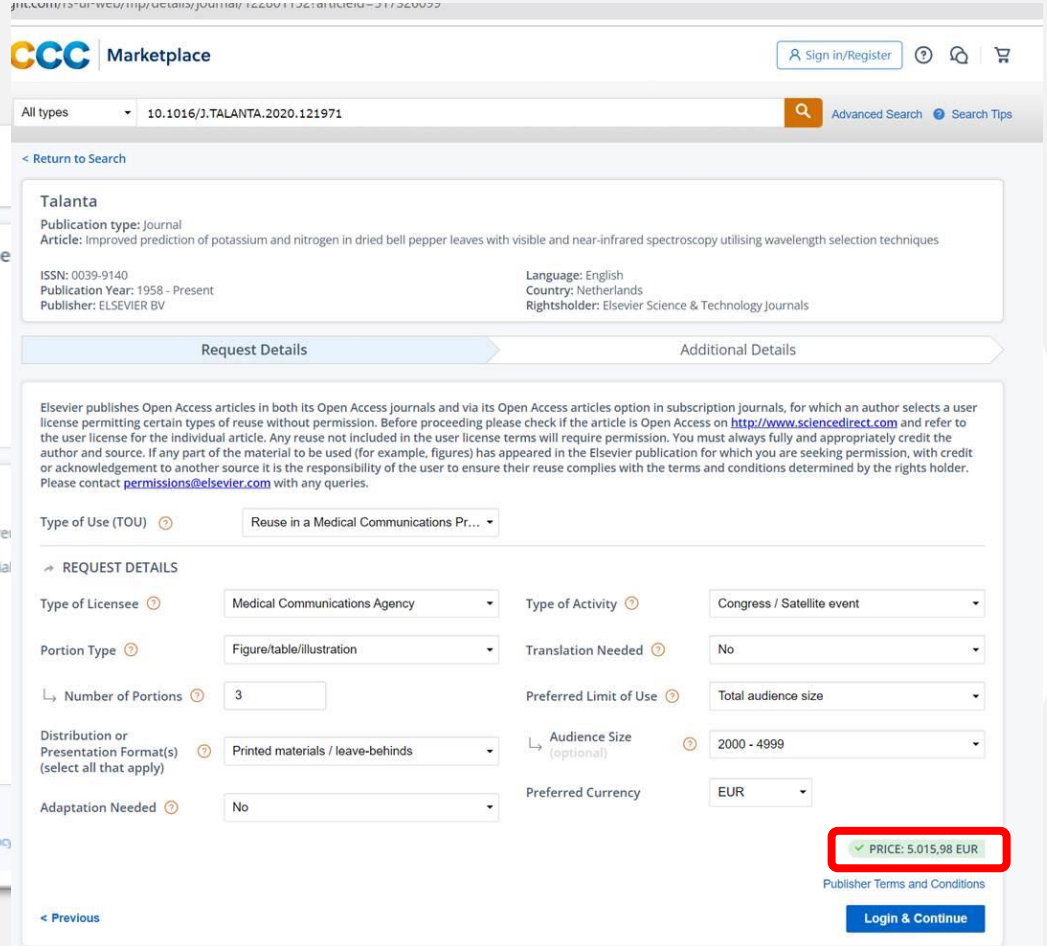
I understand that I retain the copyright in the Article and that no rights in patents, trademarks or other intellectual property rights are transferred to the Journal. As the author of the Article, I understand that I shall have: (i) the same rights to reuse the Article as those allowed to third party users of the Article under the CC-BY-NC-ND License, as well as (ii) the right to use the Article in a subsequent compilation of my works or to extend the Article to book length form, to include the Article in a thesis or dissertation, or otherwise to use or re-use portions or excerpts in other works, for both commercial and non-commercial purposes. Except for such uses, I understand that the license of publishing rights I have granted to the Journal gives the Journal the exclusive right to make or sub-license commercial use.

Publishers generate additional income, for example through the Copyright Clearance Centre Marketplace

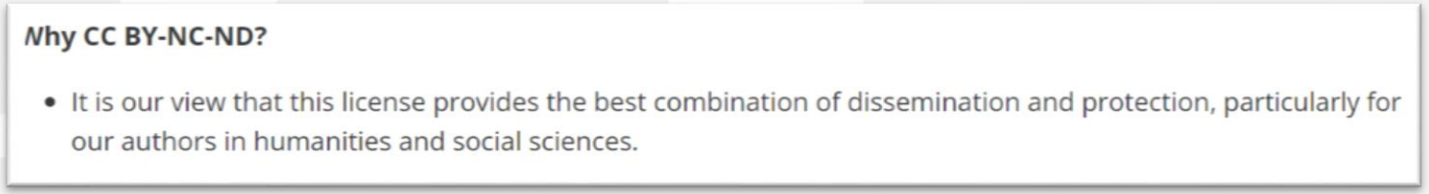






The impact of this policy

- It limits academic sovereignty and author rights
- It creates hidden income streams for publishers
- It stimulates publishers to encourage authors to choose restrictive licenses



- It limits the re-usability of open access and strengthen the position of wealthy organizations who can afford to buy additional reuse rights
- It puts pressure on trust in open access when authors become aware of this publisher behavior

Arguments publishers use to defend their policy and the response of UKB

Publisher: *we support author choice*

UKB: it's not about choice of license, it's about ownership & sovereignty

Publisher: *it's a service to the author*

UKB: than it should be optional, and authors should be in control

Publisher: *we protect articles against AI misusage*

UKB: Publishers use it to sell user rights to big tech, creating an unequal playing field for smaller / national AI initiatives like GPT-NL and Open EURO LLM

Publisher: *we use it to generate additional income / subsidize publication costs*

UKB: It's not transparent and publishers should not decide if a request for commercial reuse is granted or not

Actions taken by UKB

- Collaboration and awareness
- Negotiations
- Contract

Action taken by the Dutch consortium: collaboration and communication / awareness

o p e n a c c e s s
2 0 2 0

be informed take action collaborate learn

FINAL STATEMENT
16th Berlin Open Access Conference

Delegations of research performing and research funding organizations from 38 nations and six continents, including ministries of education and research, funders, university and research leadership, libraries and national-level library consortia, scientists and scholars, gathered at the 16th Berlin Open Access Conference (B16), held 6-7 June 2023 in Berlin.

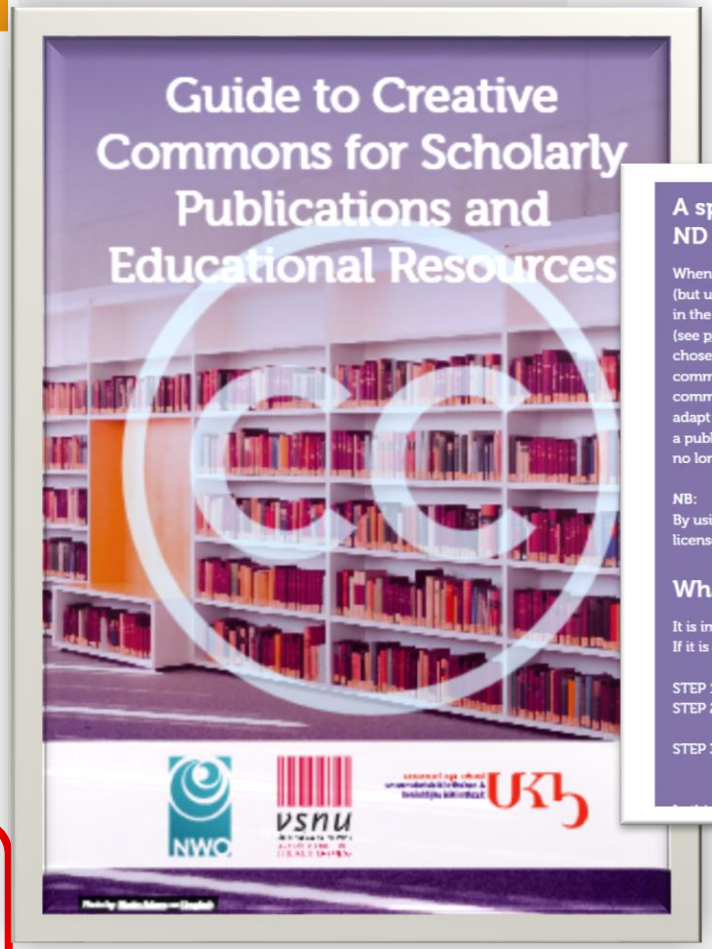
The statement that follows represents the strong consensus of all delegations present at the meeting.

The global open access transition must advance at a far greater pace.
Through its open access negotiations, research communities in all continents are making research outcomes more visible and accessible at no cost to readers or authors, for the benefit of all but want to move faster. Publishers must offer transformative and transitional open access agreements to all as the default and work at pace and scale to effect a full, rapid and permanent transition away from paywalled access to research results.

Inequity is incompatible with scholarly publishing.
Progress in removing subscription paywalls must not risk creating barriers to participation in open science and scholarship. The open access transition must be truly inclusive and reflect the plurality of research disciplines, topics, languages, and outputs. Differentiated regional pricing (geopricing) of open access publishing services, that reflect the cultural, policy and financial positions of all communities, is in the interests of the entire global research community and supports the goals of scholarship. One size fits all open access publishing models based on high publishing charges are inequitable. Pricing for publishing services must be globally fair, transparent, affordable and sustainable.

Academic self-governance is an imperative in scholarly publishing.
Quality assurance in the process of scientific peer review must be clearly separated from the processes associated with the provision of publishing services to prevent practices that lower standards in order to increase publisher revenue. Editorial independence must be guaranteed.

Author choice and author rights must be fully enabled.
We strongly support retention of copyright and all rights therein by authors. Open access agreements with publishers should stipulate that authors only grant "limited" or "non-exclusive" licenses to publishers, and liberal Creative Commons (CC) licenses (e.g., CC-BY) should be applied as the default choice. In keeping with the spirit and goals of open access, more restrictive CC licenses (e.g., CC-BY-NC, CC-BY-ND, and CC-BY-NC-ND) should function as originally intended, in respect of the author's disciplinary needs; consequently, author "license to publish" agreements should not limit the author's rights in any way. The author's choice of license should not affect the price of publication services.



A special note of caution on the use of NC and/or ND licenses by publishers

When selecting a CC BY license with an NC or ND restriction for an article, authors commonly (but unknowingly) transfer the exclusive right to manage the license to their publisher. This is stated in the "License to Publish agreement", but not all publishers communicate this clearly to authors (see publisher policy examples). When a license with an NC and/or ND restriction for the end user is chosen by the author, the right to manage the license includes the right to reuse the publication either commercially or in adapted form and grant third parties the right to do so. Publishers can authorize commercial reuse at their sole discretion and charge third parties for the permission to reuse, redistribute, adapt (e.g., translate), and/or make the work further known. In this way, the right to commercially reuse a publication or make adaptations becomes an extra revenue stream for publishers, as these rights are no longer in the hands of the author.

NB:
By using a CC BY license, crediting the original work and stating the license under which the work is licensed is mandatory for all types of reuse.

What alternative do you have?

It is important to consider what you want to protect with a non-commercial or non-derivative license. If it is a model, an image, or data that you wish to protect, we recommend the following steps.

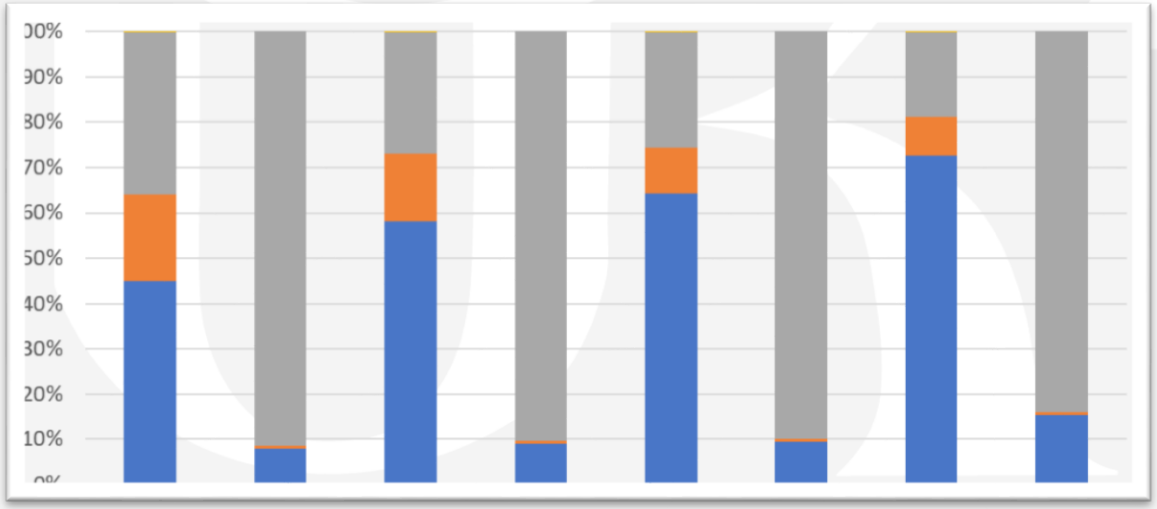
STEP 1: Determine the object you want to protect.
STEP 2: Deposit the object in a trusted repository and apply a CC BY-NC or CC BY-ND or CC BY-NC-ND license, depending on your needs.
STEP 3: Publish the article under a CC BY license and reference the object previously deposited in the repository in the article.

https://zenodo.org/records/13691572

Negotiations: part of the mandate

innovations towards just and open scholarly communication. This includes **quality assurance, *cost control*, *supportive policies*** at national and at the institutional level, and further development of guiding principles for ***safeguarding public values and digital sovereignty.***

The author retains **copyright** of the Open Access article. Creative Commons Licenses must be **funder compliant** and can't be transferred to the publisher



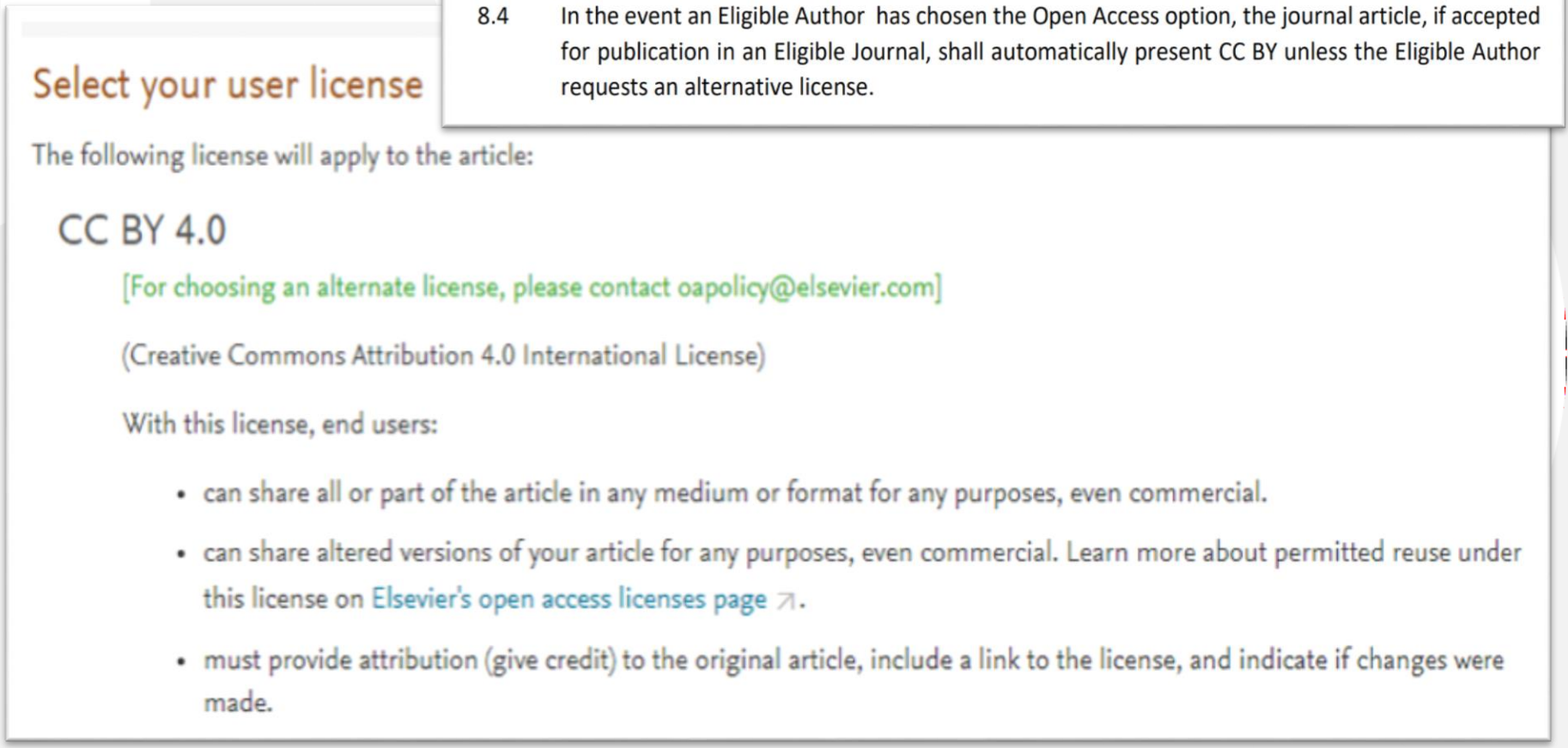
And benchmarking publishers on % CC BY versus CC BY-NC / NC-ND

Negotiation results: Elsevier (2025)

- Publisher: change in License to Publish not negotiable
- Agreed on: workflow change

Elsevier did change it's LCP on reuse of own work end of 2023 after discussions with Couperin, UC and UKB

8.4 In the event an Eligible Author has chosen the Open Access option, the journal article, if accepted for publication in an Eligible Journal, shall automatically present CC BY unless the Eligible Author requests an alternative license.



Negotiation results: Wiley (2024)

- Publisher: change in License to Publish not negotiable. Technically, the workflow can't be tailored for UKB
- Agreed on: KPI

2.1. The Consortium and Wiley acknowledge the importance of unrestricted reusability of open access publications. In line with institutional and funder policies, authors will be encouraged to choose CC BY instead of more restrictive variations as part of the Wiley open access workflow. If, during the Agreement, Wiley creates a standard workflow that enables implementation of a single license choice with opt out, this will be offered as an upgrade to this Agreement. In the time being, Wiley will communicate to authors to ensure the greatest possible use of the CC BY license.

2.1.a. Every half year the Consortium and Wiley evaluate the impact of the communication on license choice. If the percentage of CC BY is below 90%, Wiley and the Consortium will explore options for further improvement of the communication towards authors.

% CC BY increased first half 2024 but declined 2nd half 2024.
Action started in 2025 to review workflow for options to stimulate CC BY

Negotiation results: T&F (2024)

- Publisher: we will change the License to Publish
- Result in agreement

Mid 2024 T&F stated that they will not implement this because it would impact their LTP worldwide. The workflow is now changed to CC BY only

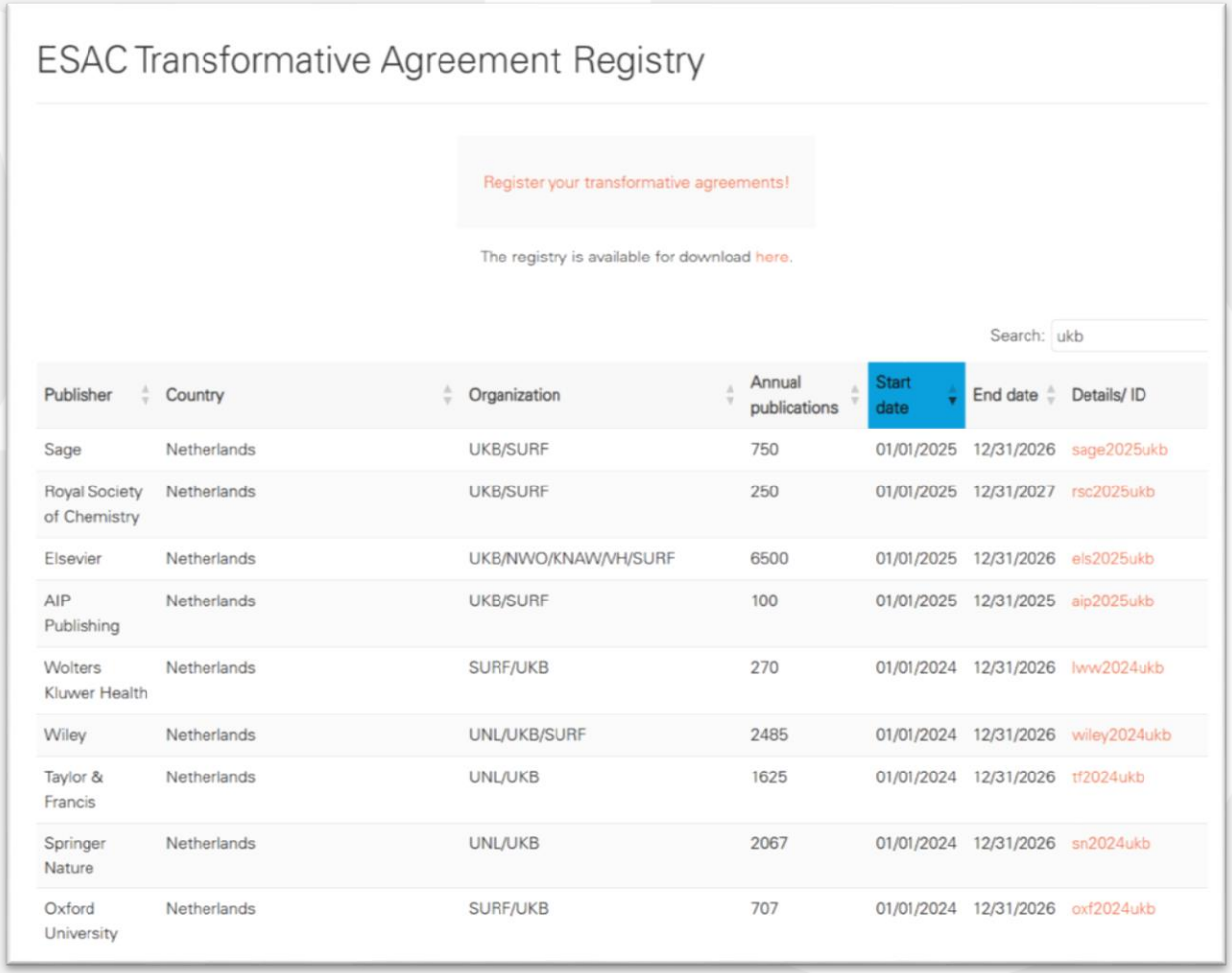
9.6 Eligible Authors retain copyright to their publications and only grants to the Publisher non-exclusive rights to publish the article. All publications must be published under such Creative Commons license as decided by the Eligible Author. Third-party content included in a publication, for example images or graphics, should be clearly labelled and are not affected by these requirements.

9.7 If a journal offers several types of Creative Common licenses to Eligible Authors, CC BY (as the most open licence) will be presented by the Publisher as the default option, including a clear message to the Submitting Author that publication under a CC BY licence (as opposed to the more restrictive license models CC BY-NC, CC BY-ND or CC BY-NC-ND) is preferred by the Institution and required by most funders.

9.8 In the case of 9.6, it will be within the Eligible Author's full discretion to choose the preferred licence model. In case the Eligible Author prefers to publish under a more restrictive Creative Commons license (CC BY-NC, CC BY-ND or CC BY-NC-ND or another NC/ND variant), the Author will not be under any obligation to license the commercial or derivative rights reserved under the restrictive license to the Publisher. The Publisher will clearly inform the Submitting Author that in case the author(s) choose(s) to publish under a restrictive CC license, the commercial and/or derivative rights are retained by the Eligible Authors, without the obligation to license these rights to the Publisher. In that case, the Eligible Author may request at any moment to change the licence model into CC BY because of (changing) funder requirements and the Publisher will cooperate with such request without undue delay.

Other UKB ‘CC BY only’ R&P deals

- ACS (2022)
- Karger (2025)
- LWW (2024)
- RSC (2025)
- Sage (2025)
- Walter de Gruyter (2025)



ESAC Transformative Agreement Registry

Register your transformative agreements!

The registry is available for download here.

Search: ukb

Publisher	Country	Organization	Annual publications	Start date	End date	Details/ ID
Sage	Netherlands	UKB/SURF	750	01/01/2025	12/31/2026	sage2025ukb
Royal Society of Chemistry	Netherlands	UKB/SURF	250	01/01/2025	12/31/2027	rsc2025ukb
Elsevier	Netherlands	UKB/NWO/KNAW/VH/SURF	6500	01/01/2025	12/31/2026	els2025ukb
AIP Publishing	Netherlands	UKB/SURF	100	01/01/2025	12/31/2025	aip2025ukb
Wolters Kluwer Health	Netherlands	SURF/UKB	270	01/01/2024	12/31/2026	lww2024ukb
Wiley	Netherlands	UNL/UKB/SURF	2485	01/01/2024	12/31/2026	wiley2024ukb
Taylor & Francis	Netherlands	UNL/UKB	1625	01/01/2024	12/31/2026	tf2024ukb
Springer Nature	Netherlands	UNL/UKB	2067	01/01/2024	12/31/2026	sn2024ukb
Oxford University	Netherlands	SURF/UKB	707	01/01/2024	12/31/2026	oxf2024ukb

esac-initiative.org/about/transformative-agreements/agreement-registry/

Some final reflections

- % CC BY under UKB deals will increase to 90% in 2025
- The deals are stimulating maximum reusability
- Increasing number of deals don’t offer authors a license choice. Not because we are against author choice, but we don’t want a publisher to take over control of the license.
- For an individual (small) country / consortium it’s not possible to change LTP strategies of international publishers.
- AI / LLM training makes the discussion more complex (but still… we don’t want the publisher take over control).

Questions, discussion