

**Suggestions for the questions to the experts ( [REDACTED] <sup>1)</sup>**

(reference: A = agreement, Sch = Schedule)

**1 General aspects of the agreement**

1.1 What is your opinion on the agreement in general? Is the agreement in line with usual professional practice? Are there essential faults? Would you suggest improving certain aspects? Are there any points missing?

1.2 Payment Terms: Are procedures and taxes mentioned in Section 4 of the agreement commonly used in such agreements? Do you see any problems in (or advantages to) relying on a subscription agent for the payment procedure? Is it relevant and okay that interest charges are mentioned in this paragraph? Would you suggest any improvements? (A - 4)

1.3 Confidentiality: Is this clause commonly accepted or should the Swiss Consortium insist on the removal of this clause? Has this clause often been removed in your experience? (A - 7.8)

**2 Subscriber / Subscribing institutions**

2.1 Currently, the ETH Domain is considered to be three subscribers by Elsevier (1. ETH Zürich, 2. EPF Lausanne,

3. Lib4RI -Library for the Research Institutes within the ETH Domain: Eawag, Empa, PSI & WSL. For reference concerning the ETH Domain see <http://www.ethrat.ch/en/node/595>). Would you consider it possible to merge these three subscribers into one subscriber only (although the institutions itself will not change)? Would you expect financial benefits for the subscribers with such a merger? (Sch 2)

2.2 Can we expect Elsevier to write an unlimited cancellation allowance into the contract in case of a merger of (any) libraries.

2.3 If there is a multi-year consortial agreement, have you seen any contracts in which individual participants may leave this contract? Can we expect Elsevier to write such a clause into the contract? Are there necessary conditions for this, such as budgetary problems? Should we expect an impact on the whole consortium or on the participants? (A - 5.3)

**3 Subject of the agreement**

3.1 Freedom Collection: In the agreement there is a reference to a journal title list which is published on the internet and which is subject to annual changes. Is there any chance of insisting on having a definite list included in the licence? Could Elsevier deal with possible changes in a multi-year contract? (Sch 1.1)

3.2 How would you judge the possibility of perpetual access to the freedom collection [REDACTED])? Would you expect additional costs for this? (Sch 1.1)

<sup>1</sup> Punkte von Herrn [REDACTED], die Herr [REDACTED] nicht berücksichtigt hat

1. "Elsevier must provide a new model of price calculation based on the PRICE LIST of its current journals at the REAL RATE officially published on their web site." [Das ist meines Ermessens keine Frage des Modells. Unsere Kalkulation basiert auf der aktuellen Liste von Elsevier, bei Abweichungen haben wir reklamiert und eine Änderung erwirkt.]
2. Replace by "The Institution shall be responsible for and make payment of the Institution's specific fees due for access to and use of the services..." [Detail, muss nicht auf diesem Wege geklärt werden]

3.3 How would you judge the possibility of a complimentary electronic copy of the whole freedom collection (1995-2013) for archival purposes? Would you expect additional costs for this? (Sch 1.1)

3.4 Is it feasible to negotiate towards one full printed collection of all the titles in the freedom collection? Would you expect additional costs for this? (Sch 1.1)

#### **4 Business model (calculation model)**

4.1 The model for the Swiss consortium is historically based on former print subscriptions. Are there other models for the subscription to Elsevier journals and, if so, how frequently did you encounter them? What other possibilities do you see for a business model with Elsevier?

4.2 Cancellation Allowance: In the contract, there are [REDACTED]. Do you see the possibility of getting higher percentages and how could they be obtained? (Sch1)

#### **5 Conditions of use and additional wishes**

5.1 Do you know of contracts in which an electronic interlibrary loan is allowed? Would you expect additional costs for this? (A – 1.3)

5.2 Open Access: Do you know of contracts which allow institutional archiving of the publisher's version of the scientific papers? Would you expect additional costs for this?

#### **6 Financial aspects of the agreement**

6.1 The agreement defines a considerable amount in fees for the Swiss institutions with considerably high annual increases. According to your experience, are these fees and increases comparable to other contracts? (Sch1)

6.2 If conditions for other contracts are better, what are the circumstances that result in better conditions? Do you think that Elsevier takes the economic situation in the various countries into account?

6.3 Is it helpful or even necessary to cancel subscriptions to Elsevier journals for some time to get better conditions? In your experience, how long does it take to get better conditions? Does this mean a constraint to scientific work at the institutions concerned? Are there any alternatives for the scientists to gain access to Elsevier content?

6.4 What would be your recommendations to the consortium to gain better conditions for the Elsevier agreement? Could a public statement like the one of RLUK (<http://www.rluk.ac.uk/content/rluk-calls-journal-pricing-restraint>) be helpful in gaining better conditions - or might this even be counterproductive? If helpful, who should initiate such a statement?

#### **7 Procedure and further action**

7.1 Consortium negotiations: At which point in the negotiations is it common for the participants to get access to the contract? (drafts, final version before or after signature, not at all?)

7.2 Should the Swiss consortium renegotiate the Elsevier SD contract within [REDACTED] period ([REDACTED]) or would it be better to wait until this period expires? What could be the arguments for a renegotiation?