

Questions and answers around the Elsevier VSNU agreement

19 May 2020

1. Who are the participating organisations for this agreement?

The agreement applies to all institutional members of [VSNU](#), [NFU](#), [NWO](#), [VH](#), and [KNAW](#).

2. What is included in the agreement?

The partners have reached a novel and unique agreement, the first of its kind globally. It is not a conventional contract about licensing scholarly content. It is centred around the provision of a set of services to support part of the (open) science ambitions of the Netherlands. Three kinds of services are distinguished:

- I. Reading Services
- II. Open access publishing services
- III. Open Science Services for Research Intelligence and Scholarly communication

3. How does this agreement support 100% open access?

From January 1st onwards, Dutch corresponding authors can publish an unlimited number of articles in Open Access in almost all Elsevier journals. This will include Cell Press & The Lancet full OA journals as well as Cell Press hybrid titles 'Trends in Biotechnology' and 'Trends in Cancer'. Authors have a choice of OA licenses to publish under, including CC-BY. From today, 95% of Dutch articles published in Elsevier journals can be made immediately open access through this agreement, whereas before we reached only 30% gold OA. This will contribute significantly to the Netherlands' ambition to reach 100% open access.

The list of journals included in the agreement can be found on:

<https://www.journals.elsevier.com/open-access-agreements/netherlands>

4. How about reading? How many journals are member institutions given reading access to?

- Continued access to all titles in the Freedom Collection, for all institutional members (see question 1).
- Expanded access to additional titles not part of the Freedom Collection, for all VSNU, KNAW, NWO, NFU institutes. This expanded access includes: Cell Press, The Lancet, Clinics and Society titles.

5. Will the final agreement be made public?

Yes. The final agreement will be published in the ESAC registry.

6. Is this agreement in accordance with Plan S?

Yes. NWO believes this agreement is in accordance with Plan S because it supports the following important points:

- I. it moves subscription money over to OA,

- II. it makes significant progress towards 100% OA.
- III. it enables authors to retain copyright when publishing OA,
- IV. It offers a CC-BY license when publishing OA.
- V. It is transparent through our commitment to publish the contract in ESAC.

7. Discussions were initially about open access publication in Elsevier journals. Where does this open science story come from?

Open Science stands for the transition to a new, more open and participatory way of conducting, publishing and evaluating scholarly research. Central to this concept is the goal of increasing collaboration and transparency at all research stages.

Open science includes open access i.e. making research output openly available for all with access to internet. Open science is not limited to Open Access, however. In addition, services and systems need to be developed to help make science more transparent, efficient, inclusive and collaborative, allowing for broadest possible audiences to have the opportunity to participate, to make use of and to contribute to the scientific process.

On a coordinated national level partners included in the agreement will carry out a number of pilots to develop new Open Science Services for Research Intelligence and Scholarly communication:

- Increase the discoverability of Dutch research outputs (publications and data)
- Foster the sharing of research data according to FAIR principles
- Improve insights into the performance and impact of Dutch research output
- Support new ways of recognising and rewarding researchers contributing to the open science ambitions of the Netherlands, including citizen science

8. What Professional services are part of the agreement?

A governance structure agreed by the partners (see Q15) allows for the development of new services. To start a Pilot a Statement of Work (SOW) needs to be approved by all partners. This SOW must include all collaboration principles as set in the agreement.

Examples of the Professional Services could be:

USE CASE	DESCRIPTION
1. Aggregation and deduplication service based on CRIS systems	Improves findability and visibility of NL research outputs by aggregating and deduplicating separate CRIS systems into a Pure Community module available to all institutions which can serve as a building block to a NL open knowledge base.

2. NL Research data	Link research data from member institutes affiliated researchers in subject or domain specific repositories into Dutch knowledge base
3. Funding information	Link NL research outputs to grants and funders (EC, ERC, NWO, RVO, ZonMw), to allow for improved tracking / assessment of impact of funded research.
4. Health Data Management	Link NL health 'data silos' in a secure HDM platform
5. OA compliance as a service	A proposed service to better use knowledge base OA publication reminders, meet funder requirements, collect assets + reporting
6. Fair recognition and reward	A proposed service to integrate a wider array of metrics and success stories for a better, wider recognition of academics. Inclusion of teaching, society outreach, management, etc.

The governance structure (see also schedule 5.1 of the agreement) will identify, oversee, approve, and evaluate all (future) pilots.

9. Will the agreement give Elsevier an unfair advantage over other providers of research analytics?

No. 'Interoperability', 'no vendor lock-in' and creating a level playing field are important principles agreed on. There is no exclusive relationship and third parties can also co-develop services and tools. Moreover, procurement rules are part of the decisions of each SOW. Both procurement rules and vendor lock in aspects are reviewed by independent law firm before the agreement was signed.

Any institution may start separate pilots to make research more open with any other vendor or third party.

10. How can third parties (public and private) use the Professional Services and pilots to develop new products?

Services developed as a result of this agreement will be vendor-neutral and fully interoperable with systems and services of other providers. Moreover, the data and metadata created out of the Professional Services will be open available (if Knowledge Institutions decide so) and as such are available, like all data used as input, to develop other or similar services.

11. How do the professional services and pilots guarantee the diversity of approaches by different companies and as such stimulate diverse approaches and innovation in data analytics?

The agreement stimulates diverse approaches and innovation in data analytics by creating a level playing field and enabling others to develop products based on Dutch scientific output.

12. Is an institution obligated to participate in these services and/or to purchase software?

No. Every university is free to develop software / services itself, to purchase from other providers and all will be able to feed into the codeveloped infrastructure. One of our guiding principles in developing the infrastructure is that whatever we jointly design should be interoperable and vendor neutral (see Q15).

13. Are institutions obligated to start using Scopus, or any of the other services, now it will become part of the deal?

No. Institutions are free to use Scopus if they chose to do so; they are equally free to use non-Elsevier products as they like.

14. What are the leading rules of engagement / principles for the new services to be developed?

Following the advice of the [independent expert Taskforce](#), a set of collaboration principles was agreed, including data ownership (researchers and/or institutions own their own research data), interoperability, vendor neutrality, transparency, enduring access to research data and metadata, data portability, and institutional discretion to opt in/not to services. A clear governance structure has also been agreed to make sure that the Professional Services that are developed evolve in line with the collaboration principles as well as on procurement.

15. What about the Interoperability of the Professional Services? What standards will they follow?

Interoperability and vendor neutrality: Authorized Users and Institutions are allowed to use their own or third party products and services as part of the Services. Elsevier shall use all reasonable efforts to ensure that the Services are interoperable, both on the input (uploaded) and output side (created); the parties may further detail the requirements for such interoperability in the relevant SOW (statement of work).

The standards are subject of further discussion as part of the SOW, but are likely to include recognized community standards such as the CERIF standard that was developed by the EuroCRIS community, the Scholix guideline for article-data linking, as developed in the RDA and WDS communities, and the REST protocol for API's.

16. Can anyone feed information into or get information from the professional services?

Yes, this is possible, through standard APIs or delivery mechanisms, as long as this is permitted by the institutions and end-users, and provided that the information can be shared according to privacy regulations.

17. How about access to research data and metadata?

The agreement ensures enduring access to all research data, including metadata, analytics and information, which has been input, uploaded, enriched or created by member institutions or

their authorised end users, unless they have explicitly stated that (parts of) data should remain confidential.

18. And what about data portability?

The member institutions can transfer data that they have uploaded to or created on the Professional Services at any time to their own or to a third party host environment. Even after the expiry date of this agreement, the data uploaded and hosted by Elsevier will remain accessible to the institutions and their authorised users for another six months.

19. Does the ownership of research output (articles and research data) and related metadata reside with the institutions and researchers?

The ownership of outputs and metadata does not change because of this agreement. All right, title and interest in and to any and all data which is input, uploaded or created by or on behalf of the Customer or its Authorised User using the Customer Information exclusively vest in Customer.

20. Are research institutions by the agreement selling their data to Elsevier?

No. The ownership of universities' data will always remain with the institutions/academics. Institutions/researchers will always decide what third parties such as Elsevier can and cannot do with this (meta)data.

21. How should someone interpret dashboards, rankings or metrics if it is not clear how these are calculated?

It is standard practice in the research community to only show metrics that have a firm foundation and explanation. Metrics should be based on open standards, if available (for example [Snowball metrics](#)). All calculations need to be reproducible. Elsevier has adopted this practice already and is also a strong contributor to industry standards.

22. Why have the partner organizations decided on a five year contract period? Why so long?

This is to guarantee thorough execution of pilots and successive implementations of the services. It will allow the Netherlands to make significant steps in Open Science in support of its ambitious goals and make open science a reality in the Netherlands. See <https://www.openscience.nl/en>