

Joint Information Systems Committee (JISC)

Open Access Publishing Initiative: Round 2

Invitation to Tender

Summary

1. This invitation to tender invites proposals from publishers or learned societies looking to move to an open access model for their journal(s). JISC will award short term funding to a small number of publishers or learned societies who agree to waive open access submission and publication fees for UK Higher Education (HE) staff for a one-year period.
2. There is funding of £150,000 available to support this Initiative in the 2004-05 Academic Year (1 August 2004 – 31 July 2005).
3. The deadline for submission of proposals is 12 noon on Thursday 11 November 2004.

Background

4. The Joint Information Systems Committee (JISC) (<http://www.jisc.ac.uk/>) is a joint body of the Further and Higher Education Funding Councils for the UK. It was established to support the further and higher education sectors in the use of information communications technology (ICT). The JISC's mission is to help Further and Higher Education institutions realise their ambitions in exploiting opportunities of ICT by exercising vision and leadership, encouraging collaboration and cooperation, and by funding and managing UK development programmes and services of the highest quality.
5. The JISC's Content Services committee is tasked with building a comprehensive and high quality collection of online information resources, including primary and secondary resources, active research data sets and learning and teaching material that are made available to the further and higher education and research communities.
6. Within this remit, the JISC Content Services committee is committed to looking at alternative ways of funding access to electronic journals and has committed funding for three years to an Open Access Initiative. The House of Commons Science and Technology Committee report (Scientific Publications: Free for All?) supported JISC's investment in this Initiative.

Context

7. There are currently a number of business models used by publishers to deliver e-journal content to libraries. In this context a business model embraces a publisher's pricing and charging models but also includes business strategy. Recently, librarians have expressed concern that many of these established business models are proving to be increasingly expensive and inflexible and are not meeting the needs of libraries and their users. A study of Journals Business Models is currently being funded through JISC, which will identify the existing business models used by scholarly publishers, including open access, and analyse the benefits and disadvantages of these models for the library community. This study will report in December 2004.
8. In order to address these issues and explore the potential of the open access model as a viable alternative option for the dissemination of electronic journals, the JISC Content Services committee

is looking to support a small number of publishers or learned societies looking to move to an open access model for their journal(s). Short-term funding will be awarded to the publishers or learned societies who best meet the required evaluation criteria outlined below.

9. This Invitation to Tender is open to both UK and international publishers. Proposals from publishers based outside the UK will need to demonstrate that UK authors are published in the relevant journals. Publishers which were successful in being awarded funding in the first round of this Initiative are eligible to submit a further proposal. Publishers which already support open access are also eligible to bid. Consideration will be given to 'hybrid model' journals for which the publisher agrees to reduce library subscription charges in relation to the grant of open access publication payments.
10. Four proposals were successful in securing funding in the first round of funding in the 2003-04 Academic Year (1 August 2003 – 31 July 2004). This call is inviting proposals for the second round of the Initiative, in the 2004-05 Academic Year (1 August 2004 – 31 July 2005). The Initiative will be overseen by the JISC's Journals Working Group.

Funding available

11. Funding of £150,000 is available in the 2004-05 Academic Year for this purpose. Similar funding will be made available in the 2005-06 Academic Year. It is anticipated that funding will be awarded to between 4 and 6 publishers through this invitation to tender.

Structure of proposals

12. Proposals will need to provide the following:
 - A commitment to waive open access submission and publication fees for UK HE staff for a one-year period, from 1 January – 31 December 2005;
 - A detailed statement and supporting evidence of how the journal(s) meet the evaluation criteria listed below;
 - An application for funding including any VAT implications and a business plan for the 12 months following an award of funding;
 - Full contact details for the proposal leader, including name, job title, full postal address, email address and telephone number;
 - A completed Statement of Bona Fide Tender (Annex B) with the hard copy of the proposal.
13. Proposals should be a maximum of 8 A4 pages plus any relevant appendices, and no less than 10pt font.

Evaluation Process and Criteria

14. An evaluation panel will be established with representation from the JISC Content Services committee and the JISC's Journals Working Group. The evaluation criteria used to assess the proposals will be, in no particular order:
 - The quality of the journal or journals including (where applicable) impact factor;
 - The fit of the journal or journals in the publishing environment in that discipline;
 - Cost-effectiveness (e.g. number of HE UK authors related to number of journals related to cost of the deal);

- Consideration of any other financial support the publisher may be getting from other sources.
15. In addition, it is desirable (but not essential) that the publisher disseminates information to the educational community using open standards in accordance with the JISC Information Environment Standards Framework. Further information about the JISC Information Environment can be found at http://www.jisc.ac.uk/index.cfm?name=ie_home.

Award of funding

16. A contract will be required to cover the period of this agreement. As JISC itself is not a legal entity, contracts are held on its behalf by the Higher Education Funding Council for England (HEFCE). The contract will therefore be between HEFCE and the successful publisher(s). A draft contract is attached at Annex A. Funding will be paid in full to the successful bidders following signature of contract and submission of an appropriate invoice (estimated January 2005).

Timescale

17. The invitation to tender is issued on 27 September 2004. The deadline for submission of responses is 12 noon on 11 November 2004. A presentation to the evaluation panel may be required. If necessary, presentations will be held in the week commencing 29 November 2004. Bidders will be advised whether a presentation is necessary by Wednesday 17 November 2004.
18. Bidders will be notified of the outcome of the evaluation process by Friday 8 December 2004.
19. A progress report should be submitted to JISC on a quarterly basis during the year of funding and a final report to JISC that will include information such as the number of UK authors publishing on open access in the journal(s) concerned.

Management of the Initiative

20. The Initiative will be overseen by Lorraine Estelle, JISC Collections Team Manager (Email: l.estelle@jisc.ac.uk) and members of the Journals Working Group.

Submission of Responses

21. Responses should be sent by email to Nike Holmes (n.holmes@jisc.ac.uk). It is the responsibility of the bidder to confirm that the email has arrived by the deadline outlined above. A copy of the proposal should also be sent, for receipt by the same deadline, to:

Nike Holmes
JISC Executive
Northavon House
Coldharbour Lane
Bristol
BS16 1QD

Please do not rely on first class post for next day delivery.

22. Unless both the electronic and posted proposals are received by the deadline outlined above, your proposal will not be accepted. Faxed submissions will not be accepted.
23. The JISC reserves the right not to fund any proposals submitted in response to this invitation to tender.

Further Information

24. Queries regarding the tender process should be addressed to Nike Holmes (n.holmes@jisc.ac.uk) in the first instance.

JISC Executive
Bristol
September 2004

DATED

2005

(Publisher name)

-and-

THE HIGHER EDUCATION FUNDING COUNCIL OF ENGLAND

INSTITUTIONAL MEMBERSHIP AGREEMENT

"Funding Body(ies)"	means singly any one of HEFCW, SHEFC, DEL, LSC, NCETW, SFEFC and the Licensee (including in each case any successor body taking on any relevant function of any of these bodies) and in the plural these bodies collectively.
"HEFCW"	means the Higher Education Funding Council for Wales, a body corporate established under The Further and Higher Education Act 1992 whose principal place of business is at Linden Court, The Orchards, Ilex Close, Llanishen, Cardiff CF14 5DZ.
"Institution"	means any higher or further education institution located in the United Kingdom for whom any Funding Body may be able to provide support and/or services. Eligible institutions are listed in Schedule 2.
"LSC"	Learning and Skills Council, a body corporate established under the Learning and Skills Act 2000 whose principal place of business is at Cheylesmore House, Quinton Road, Cheylesmore, Coventry CV1 2WT.
"NCETW"	National Council for Education and Training for Wales, a body corporate established under the Learning and Skills Act 2000 whose principal place of business is at Ty'r Afon, Bedwas Road, Bedwas, Caerphilly, CF83 8TW
"SFEFC"	means the Scottish Further Education Funding Council, a body corporate established under The Further and Higher Education ("Scotland") Act 1992 whose principal place of business is at Donaldson House, 98 Haymarket Terrace, Edinburgh EH12 5HD.
"SHEFC"	means the Scottish Higher Education Funding Council, a body corporate established under The Further and Higher Education ("Scotland") Act 1992 whose principal place of business is at Donaldson House, 98 Haymarket Terrace, Edinburgh EH12 5HD.

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. AGREEMENT

2.1 HEFCE agrees to purchase institutional membership of (Publisher Name) for the Institutions listed in Schedule 2 and (Publisher Name) agrees to grant institutional membership of

(Publisher Name) to the Institutions listed in Schedule 2 in consideration of the Fee to be paid by HEFCE to (Publisher Name) in accordance with the provisions of Schedule 1.

3. JISC

- 3.1 HEFCE has delegated to the Funding Bodies' Joint Information Systems Committee ("JISC") certain duties and obligations with respect to this Agreement. JISC will act as a central point of contact for HEFCE for questions pertaining to this Agreement. JISC will oversee and coordinate the take up of institutional membership to (Publisher Name) by the Institutions. JISC will further provide such services and assistance as may be helpful to or required by the parties in carrying out their respective rights and obligations hereunder. HEFCE hereby appoints the Secretary of JISC as its authorised representative to receive any notices or communications from (Publisher Name) to HEFCE under this Agreement.
- 3.2 Any right, obligation or liability of HEFCE in connection with this Agreement may be enjoyed, exercised or discharged by JISC on behalf of HEFCE as HEFCE may from time to time notify to (Publisher Name) in writing. Any discharge of an obligation or liability in connection with this Agreement by JISC shall also operate as a discharge of that obligation or liability by HEFCE and vice versa.
- 3.3 In the event that JISC is suspended, disbanded or otherwise reorganised in a manner that does not provide for the continuation of its functions or its continuing representation of HEFCE under this Agreement, HEFCE shall reassume the functions of JISC under this Agreement. The Licensee will provide notice to (Publisher Name) 30 days in advance of any such suspension, disbandment or other reorganisation of JISC.

4. RESPONSIBILITIES OF (Publisher Name)

- 4.1 (Publisher Name) agrees:
- 4.1.1 to grant institutional membership of (Publisher Name) to the Institutions listed in Schedule 2;
 - 4.1.2 to list the Institutions as institutional members of (Publisher Name) on the (Publisher Name) web-site;
 - 4.1.3 to waive article processing charges for any author from the Institutions submitting articles for peer review and, if accepted, for publication, for the duration of this Agreement;
 - 4.1.4 to provide access to (Publisher Name)'s open-access journals free of charge;
 - 4.1.5 to create and provide a hypertext link to a dedicated web page for each Institution on the (Publisher Name) web-site on which the Institution is allowed to display its logo and list the articles by authors that have been published by (Publisher Name), and any other articles by authors from that Institution, provided the bibliographic details are available on an OAI-compliant server;
 - 4.1.6 to provide hypertext links from the listings of the articles on the dedicated web pages referred to in clause 4.1.5 to the articles listed;

4.1.7 to refund on a pro-rata basis any paid institutional membership fee for periods after 1 January 2005 paid by Institutions that took out institutional membership with (Publisher Name) before the commencement of this Agreement.

5. RESPONSIBILITIES OF HEFCE

5.1 HEFCE agrees to:

5.1.1 promote and publicise the terms of this Agreement to Institutions;

5.1.2 pay the Fee to (Publisher Name) in accordance with the terms of payment as set out in Schedule 1.

6. TERM AND TERMINATION

6.1 The term of this Agreement will be for twelve (12) months, which begins on 1 January 2005 and will remain in full force and effect until 31 December 2005, unless terminated earlier as provided for in this Clause 6.

6.2 Any party may terminate this Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice, unless during the relevant period of thirty (30) days the defaulting party remedies the breach, forthwith by written notice to the other party.

6.3 Upon termination of this Agreement by HEFCE due to a material breach by (Publisher Name), (Publisher Name) will reimburse HEFCE a pro rata proportion of the then remaining Fee for the unexpired period of the Agreement. (Publisher Name) shall not be obligated to return any portion of the Fee for termination by (Publisher Name) due to HEFCE's breach pursuant to clause 6.2.

7. FORCE MAJEURE

7.1 Either party's failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ("Force Majeure") shall not be deemed to be, or to give rise to, a breach of this Agreement.

7.2 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

8. ASSIGNMENT

8.1 Save as permitted for under this Agreement, neither this Agreement nor any of the rights under it may be assigned by either party without obtaining the prior written consent of the other party. All the terms of this Agreement will be binding upon any permitted successor to any party.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 This Agreement shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the English courts.

9.2 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Secretary of JISC and the Executive Director of (Publisher Name). Where the parties agree that a dispute arising out of or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.

9.3 Any person to whom a reference is made under Clause 9.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.

9.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.

9.5 The costs of the expert shall be borne by the parties in such proportions as they shall agree in advance.

10. NOTICES

10.1 All notices required to be given under this Agreement shall be given in writing in English and sent by fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of fax; (b) four (4) days after the date of posting in the case of first class registered or recorded delivery:

if to HEFCE: Secretary of JISC
HEFCE
Northavon House
Coldharbour Lane
Bristol
BS16 1QD

Fax: 0117.931.7255

if to (Publisher Name)

(Publisher Contact Name and postal address)

Fax:

11. GENERAL

- 11.1 This Agreement and its Schedules constitute the entire agreement between the parties relating to the matters contained herein and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 11.2 The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.
- 11.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 11.4 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

SCHEDULE 1: FEE

1. HEFCE shall pay to (Publisher Name) an amount of £x (exclusive of VAT) for all institutional memberships of (Publisher Name) for the Institutions listed in Schedule 2 for a period of 12 months beginning on 1 January 2005.

SCHEDULE 2: INSTITUTIONS

Eligible higher and further education institutions as may from time to time be notified by HEFCE to (Publishers Name) and at the date of this Agreement being:

Anglia Polytechnic University
Aston University
Bath Spa University College

Birkbeck College
Bishop Grosseteste College
Bolton Institute of HE
Bournemouth University
Brunel University
Buckinghamshire College of HE
Canterbury Christ Church College

Central School of Speech and Drama
Chester College of HE
City University
College of Ripon & York St John
College of St Mark & St John
Coventry University
Cranfield University
Dartington College of Arts
De Montfort University
Edge Hill College of HE
Edinburgh College of Art

Falmouth College of Arts
Glasgow Caledonian University
Glasgow School of Art
Goldsmiths College
Harper Adams Agricultural College
Heriot-Watt University
Homerton College, Cambridge
Imperial College
Institute of Education
Keele University
Kent Institute of Art & Design
King Alfred's College, Winchester
King's College London
Kingston University
Lancaster University
Leeds Metropolitan University
Liverpool Hope University College

Liverpool John Moores University
London Business School
London Guildhall University
London School of Economics & Political Science
London School of Hygiene & Tropical Medicine
Loughborough University
Manchester Metropolitan University
Middlesex University

Napier University

Newman College
North East Wales Institute of Higher
North Riding College
Northern College of Education
Northern School of Contemporary Dance
Norwich School of Art & Design
Nottingham Trent University
Open University
Oxford Brookes University

Queen Margaret College
Queen Mary and Westfield College
Queen's University of Belfast, The
Ravensbourne College
RCN Institute
Robert Gordon University
Roehampton Institute
Rose Bruford College
Royal Academy of Music
Royal College of Art
Royal College of Music
Royal Free Hospital School of Medicine
Royal Holloway, University of London
Royal Northern College of Music
Royal Scottish Academy of Music and Drama
Royal Veterinary College
School of Oriental and African Studies
School of Pharmacy
Scottish Agricultural College
Scottish College of Textiles
Sheffield Hallam University
South Bank University
Southampton Institute
St Andrews College of Education
St George's Hospital Medical School
St Martin's College
St Mary's College
Staffordshire University

Surrey Institute of Art and Design
Swansea Institute of Higher Education
Thames Valley University
The College of Guidance Studies
The London Institute
Trinity & All Saints
Trinity College
Trinity College of Music
UMIST
United Medical and Dental Schools
University College Chichester
University College London
University College Northampton
University College of Wales, Newport
University of Aberdeen
University of Abertay Dundee
University of Bath
University of Birmingham
University of Bradford
University of Brighton
University of Bristol
University of Cambridge
University of Central England
University of Central Lancashire
University of Derby
University of Dundee
University of Durham
University of East Anglia
University of East London
University of Edinburgh
University of Essex
University of Exeter
University of Glamorgan
University of Glasgow
University of Gloucestershire, The
University of Greenwich
University of Hertfordshire
University of Huddersfield
University of Hull
University of Kent at Canterbury
University of Leeds
University of Leicester
University of Lincolnshire & Humberside
University of Liverpool
University of London - Senate
University of Luton
University of Manchester
University of Newcastle upon Tyne
University of North London

University of Northumbria at Newcastle
University of Nottingham
University of Oxford
University of Paisley
University of Plymouth
University of Portsmouth
University of Reading
University of Salford
University of Sheffield
University of Southampton
University of St Andrews
University of Stirling
University of Strathclyde
University of Sunderland
University of Surrey
University of Sussex
University of Teesside
University of the Highlands and Islands
University of Ulster
University of Wales College of Medicine
University of Wales Institute, Cardiff
University of Wales, Aberystwyth
University of Wales, Bangor
University of Wales, Lampeter
University of Wales, Swansea
University of Warwick
University of West of England, Bristol
University of Westminster
University of Wolverhampton
University of York
Welsh College of Music and Drama
Westminster College, Oxford
Wimbledon School of Art
Worcester College of HE
Writtle College
Wye College, University of London

IN WITNESS the hands of the above parties on the date first above written: -

SIGNED by:

Position:
for and on behalf of
(Publisher Name)

(Signature)

WITNESSED by:

Position:

(Signature)

Address:

SIGNED by:

Position:

(Signature)

for and on behalf of
**THE HIGHER EDUCATION FUNDING
COUNCIL FOR ENGLAND**

WITNESSED by:

(Signature)

Position:

Address:

Statement of Bona Fide Tender

**To: HIGHER EDUCATION FUNDING COUNCIL FOR ENGLAND, Northavon House,
Coldharbour Lane, Bristol BS16 1QD**

Statement of Bona Fide Tender

We certify this is a Bona Fide Tender in that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not at any time before the hour and date specified for the return of the Tender performed any of the following acts:

- i) communicated to any person other than the person calling for the Tender the amount or approximate amount of the proposed Tender, other than for obtaining a quotation for an insurance premium required for the purpose of the Tender;
- ii) entered into any agreement or arrangement with another person so that he or she shall refrain from tendering, or as to the amount of any tender to be submitted;
- iii) offered, paid, given or agreed to pay or give consideration directly or indirectly to any person for having done or for doing, or caused to have done or for doing, in relation to another tender or proposed tender for the said work any act or thing of the sort described above.

In this Certificate, the word 'person' includes any person, or body or association, corporate or otherwise; and 'any agreement or arrangement' includes any such transaction, formal or informal and whether legally binding or otherwise.

Signed.....

Name.....

Occupation/Profession

For and on behalf of:

.....

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