

# Helping learned societies explore Plan S-compliant business models

***Wellcome, in partnership with UK Research and Innovation (UKRI) and the Association of Learned & Professional Society Publishers (ALPSP), are seeking to engage the services of a consultant to explore a range of potential strategies and business models through which learned societies could adapt and thrive under Plan S.***

## Overview

[Plan S](#), developed by the European Commission in partnership with Science Europe, seeks to move to a world where all research findings are made Open Access (OA). The funder signatories to Plan S will no longer fund Article Processing Charges for hybrid OA journals. The only way a researcher can publish in such a journal would be if the journal allowed them to deposit their accepted manuscripts in a suitable repository at the time of publication, without embargo, under a CC BY licence.

As the number of researchers covered by Plan S-compliant funding increases, it will, in time, put pressure on the business models of many learned societies, which rely on hybrid journal publishing not only to cover their publishing costs, but to generate revenue for other activities they undertake, such as hosting meetings/conferences, and awarding fellowships and other grants.

Wellcome, and UKRI recognise the value learned societies play in supporting researchers and contributing to a vibrant research ecosystem, but are working to implement their OA policies in line with Plan S. As such, we wish to engage the services of a consultant to explore a range of potential strategies and business models through which learned societies could adapt and thrive under Plan S.

Although we envisage this work will have broad applicability for all learned societies, the focus of this work should be those which predominantly serve UK researchers and in disciplines relevant to UKRI and Wellcome's funding areas.

This document outlines the key tasks, deliverables, and available budget, along with an application template for those who wish to apply for this consultancy.

## Tasks

Below is an indicative list of the key tasks we have identified for this piece of work. However, as we make clear in the response form template (see Annex A), we encourage applicants to highlight other tasks – or different approaches – they think would be more effective in helping support learned societies transition to a financially sustainable, Plan S-compliant, publishing model.

Given the range of tasks – which potentially require different skills – joint applications will be considered.

### 1. **Background study.**

Undertake a short background study to identify the key issues learned societies face in the light of Plan S.

*We anticipate that this will be informed by desk research supplemented with some survey work and/or stakeholder interviews, with the detail to be agreed with the appointed contractor.*

### 2. **Publishing options**

Based on Task #1, Task 2 is to prepare an options appraisal document which articulates and assesses several options for how learned societies could develop Plan S-compliant business models.

*Again, the detail of this will be agreed with the appointed contractor, but we anticipate this will include moving to a fully OA model, consortia models (e.g. [SCOAP3](#), [Open Library for the Humanities](#), [Kotilava](#) etc) and supporting a “green OA” approach. It should also consider other approaches, such as developing alternative publishing models (perhaps where the focus is on curation) and alternative revenue streams (e.g. see the “[Free the Science](#)” initiative from the Electrochemical Society).*

### 3. **Stakeholder meeting**

Task #3 is to convene and run a meeting with representatives from key UK learned societies to discuss the alternative publishing options (Task #2), identify any gaps and omissions and determine which models are more/less credible for different types of learned society.

*Note: Wellcome and UKRI will cover all room hire and catering costs.*

### 4. **Research into practice: business planning**

One of the outcomes from the stakeholder meeting (Task #3) will be to identify **two** learned societies – ideally one in the life sciences and one in the humanities or social sciences - who are willing to work directly with the appointed contractor to look at their publication costs and revenue model, and explore whether any of the alternative publishing options might be viable – and if so, what would be needed in practice to implement this approach.

Taking forward this work will be the focus on Task #4.

We envisage that the outcome of this exercise will have broad applicability, beyond the two learned societies who agree to be the focus of this work package.

### 5. **Summary Report**

The final task is to write a report, focusing on the outcomes of Task #4 and providing recommendations on how learned societies can embrace the opportunities which arise from Plan S, whilst remaining financial sustainable.

Though we hope the information *will* be of practical use to the learned societies, there is no obligation for any learned society to implement any of the recommendations which arise for this work.

## **Deliverables**

In terms of deliverables we would require:

- A short background report (Task 1)
- Publishing options appraisal document (Task 2)
- Summary report (Task 5).

All deliverables must be made available under the Creative Commons Attribution licence (CC-BY) and will be published openly via Wellcome’s figShare portal.

## **Timeline**

Table 1 shows the indicative timescales for this piece of work. When responding to this Brief, applicants are asked to comment on the feasibility of meeting the timetable outlined here.

Activity	Date
Issue the Brief to potential contractors	Friday 30 <sup>th</sup> November 2018
Responses returned	Monday 14 <sup>th</sup> January 2019 at 09.00 GMT
Contractor interviews (in person or video conference)	Thursday 24 <sup>th</sup> January 2019 (pm)
Contractor appointed (contract for services signed)	Thursday 31 <sup>st</sup> January 2019
Stakeholder meeting	April 2019
Mid-term meeting with Steering Group	May 2019
Summary report – task 5	By end of July 2019

*Table 1: Timeline*

## Budget

A total budget of up to £70k (including VAT) is available to support this work.

Payments will be linked to milestones, which will be agreed with the contractor.

## Funder Steering Group

A small Steering Group, comprised of representatives from Wellcome, UKRI, ALPSP, plus two or three representatives from learned societies (to be determined), will oversee this work.

The appointed contractor will need to work with this group and participate in at least three face-to-face meetings – a kick-off meeting; mid-term update, and a final meeting to discuss the draft results of the report. Wellcome will award the contract.

## Consultant requirement

We are seeking an independent consultant (which may be an individual consultant, organisation or team) with extensive knowledge of the scholarly publishing landscape, and a strong existing understanding of the role of learned societies within the research and publishing ecosystems.

Previous experience of working with learned society publishers would be a strong advantage.

## Responding to this brief

Contractors who wish to respond to this Brief should apply, using the attached template, set out in Annex A. The completed response should be sent (by email) to Robert Kiley ([r.kiley@wellcome.ac.uk](mailto:r.kiley@wellcome.ac.uk)), no later than **09.00 on Monday 14<sup>th</sup> January 2019**.

## Annex A – Response Grid

<b>Section 1: Contact Information</b>	
<p>Please provide contact details for the main point of contact for this piece of consultancy.</p> <p>If you are applying in partnership with another consultant, please use Section 1 to identify who the contracting party would be. When answering the other questions, please specify which party will be responsible for which tasks.</p>	
<b>Name of company:</b>	
<b>Named contact:</b>	
<b>Position:</b>	
<b>Address:</b>	
<b>email:</b>	
<b>Telephone</b>	
<b>Section 2: Relevant experience and skills</b>	
<p>Provide a summary of your skills and experience that demonstrate your organisation's ability to undertake the work outlined in the <i>Brief</i>. Please give examples of any similar pieces of work you have conducted.</p>	
<b>Response:</b>	
<b>Section 3: Approach and Tasks</b>	
<p>Provide an outline of the approach you would undertake for this work. Looking at the tasks identified in the <i>Brief</i>, indicate any which you think may be unnecessary. Equally, please identify any additional tasks (or different tasks and approaches) which would significantly enhance this work and help support learned societies transition to a financially sustainable, Plan S compliant, business model.</p>	
<b>Response:</b>	
<b>Section 4: People</b>	
<p>Provide a short summary of the people who would be assigned to this project and their key skills.</p>	
<b>Response</b>	
<b>Section 5: Costs</b>	

Provide a fixed cost (including VAT) for undertaking this piece of work.
<b>Response</b>
Provide details as to how this figure was calculated - by showing:
<ol style="list-style-type: none"> <li>1. Total number days allocated to this project</li> <li>2. Day rates (indicating whether all staff working on this project are on the same rate)</li> <li>3. Travel</li> <li>4. Other costs</li> </ol>
<b>Response</b>
<b>Section 6: Timescales</b>
Please comment on whether you could adhere to the timetable set out in the <i>Brief</i> . If you cannot meet the proposed timeline, please provide an alternative.
<b>Response</b>
<b>Section 7: Contract for Services</b>
Please indicate if there is anything in the draft Contract for Services (Annex B) that you would not be able to agree to. This information is being requested up-front in lieu of the short timescales in contracting for this work.
<b>Response</b>
<b>Section 8: Conflict of interest</b>
Please state any conflict of interests Wellcome should be aware of.
<b>Response</b>

Responses should be sent to Robert Kiley ([r.kiley@wellcome.ac.uk](mailto:r.kiley@wellcome.ac.uk)) by 09.00 on Monday 14<sup>th</sup> January 2019.

Annex B – Contract for services



T +44 (0)20 7611 8888  
M +44 (0)7000 000 000  
F +44 (0)20 7611 8545

Our Ref: **SFC [MM/YY]/[COST CODE]/**  
**[OTHER REF]**

Date **[INSERT DATE]**

**STRICTLY PRIVATE & CONFIDENTIAL**

**To be opened by the Addressee only**

**[INSERT NAME AND ADDRESS]**

Dear **[NAME]**

### **Short Form Consultancy Agreement**

I am writing to confirm details of the consultancy work that were discussed with **[INSERT NAME OF WELLCOME STAFF]**. Full terms of the Agreement concerning the provision of the consultancy services by you (**Supplier**) to The Wellcome Trust Limited (as trustee of the Wellcome Trust) (**Wellcome**) are set out below (the **Terms**):

1. You agree to provide the Services set out **[below:]** OR **[in the Appendix to this letter]** (the **Services**).
2. You will provide the Services to us from **[DATE X to DATE Y]** unless and until this Agreement is terminated by either of us on not less than **[NUMBER]** weeks' prior written notice or as otherwise provided in this letter.
3. Your point of contact at Wellcome is **[INSERT NAME AND CONTACT DETAILS]**.
4. We will pay you a fee of £ **[AMOUNT]** **[per [hour OR day] [(based on a day being a minimum of [7] hours)] [exclusive OR inclusive]** of VAT for providing the Services. You will submit invoice(s) to **[INSERT NAME]** **[on completion of the Services] OR [on a [monthly] basis setting out the hours that you have worked for us during the preceding [month] and any VAT payable (if applicable)]**. We will usually pay such invoices within 20 business days of receipt. **[We will reimburse those expenses agreed in advance as necessary for the proper performance of the Services within 20 business days of receipt of your invoice and all relevant receipts.]** We are not obliged to pay you at any time that there is no work available during the course of this Agreement or for periods where no work is undertaken by you. You will not be entitled to any payment at the termination of your engagement (other than for any accrued fees or expenses at the date of termination). For the purpose of this Clause, "**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are closed for business, excluding days nominated by Wellcome on reasonable notice for planned closure of its offices.

5. Unless authorised by us or required by law, you will not use or disclose to any person either during your engagement or for the two (2) year period following its termination, any Confidential Information. For the purpose of this Clause, **Confidential Information** means any information or matter which is not in the public domain and which relates to the business or affairs of Wellcome or any of its business contacts or to any other confidential matters which may come to your knowledge in the course of providing the Services.
6. On entering into this Agreement you assign to Wellcome all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for Wellcome. You agree promptly to execute all documents and do all acts as may, in the opinion of Wellcome, be necessary to give effect to this Clause. On entering into this Agreement you irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.
7. When providing the Services, you agree to comply with all applicable laws and relevant Wellcome policies we provide to you.
8. [In the course of providing the Services, where you are handling and/or using Personal Data (as defined in Appendix 2), provided by or on behalf of Wellcome or otherwise accessed or obtained in the course of providing the Services, the terms of the Data Protection Schedule attached at Appendix 2 shall apply]. **[NB DELETE CLAUSE 8 IF NOT APPLICABLE]**
9. For the purposes of business operations, the administration and management of your engagement and legal compliance, Wellcome and its duly authorised agents will need to process your Personal Data, both electronically and manually. A more detailed explanation of this processing will be provided to you separately in a data privacy notice. To ensure compliance with relevant laws and to protect its workers and business, Wellcome may monitor, intercept, review and access your use of its communication facilities, where applicable. Communications and activities on Wellcome equipment and premises cannot be presumed to be private.
10. You will be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of Wellcome and you shall not hold yourself out as such. Subject to your obligations to us, you may engage in other business activities which are consistent with, and do not conflict in any way with, the provision of the Services to us. You will account to the appropriate authorities for your income tax, VAT, national insurance contributions and all other taxes, liabilities, charges and duties.
11. You are responsible for and shall indemnify Wellcome for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you, of the terms of this Agreement, including any negligent or reckless act, omission or default in the provision of the Services and shall maintain in force during the period of this Agreement adequate insurance cover, where appropriate.
12. We may at any time terminate your engagement with immediate effect with no liability to make any further payment to you (other than for any accrued fees or expenses at the date of termination) if you are in material breach of any of your obligations under this Agreement and, other than as a result of illness or accident, after notice in writing, you neglect to provide or fail to remedy any default in providing the Services.
13. Upon termination or expiration of this Agreement you shall return all Wellcome property to us, including all Wellcome Data which, at our option, you will either return or irretrievably delete. The

ownership of all such property will at all times remain vested with us. For the purposes of this Clause, "Wellcome Data" ,means any and all data in any format which is provided by or on behalf of Wellcome to you or which is made available to you or to which you obtain access in the course of providing the Services.

14. This Agreement may be varied by a document signed by both you and us. No term of the Agreement may be enforced by a third party solely by virtue of the Contracts (Rights of Third Parties) Act 1999. The construction, validity and performance of this Agreement shall be exclusively governed by the laws of England and Wales.
15. The terms of this Agreement are subject to us receiving the following in due course (unless you have previously provided these to us): (i) your National Insurance number for verification of self-employment status if required by HMRC; (ii) a copy of your VAT registration certificate (where applicable). If you are not subject to UK taxes and resident outside of the UK you do not need to provide your National Insurance number or tax details from the country where you are resident. It is your responsibility to account for any applicable taxes in your country of residence in respect of any Fees and/or expenses received under this Agreement.

If you have any queries or concerns about this letter or the Terms, in the first instance you should contact [INSERT NAME].

If you are happy to accept these Terms, please can you sign, date and return the enclosed copy to the person named below.

Yours sincerely,

[NAME]

[JOB TITLE]

**For and on behalf of The Wellcome Trust Limited (as trustee of the Wellcome Trust)**

[ENCS] [ENCLOSE ANY RELEVANT POLICIES AS REFERRED TO IN CLAUSE 7]

I acknowledge receipt and accept the terms of this Agreement.

Signed: ..... Date:

.....

Name: .....



Title: .....

National Insurance Number: .....

## APPENDIX 1- SERVICES

## 1 DEFINITIONS

1.1 In this Appendix, the following terms shall have the applicable meanings given to them.

**“Controller”** (or **“data controller”**), **“Processor”** (or **“data processor”**), **“Data Subject”**, **“international organisation”**, **“Personal Data”** and **“processing”** all have the meanings given to those terms in DP Laws (and related terms such as **“process”** shall have corresponding meanings);

**“DP Laws”** means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, including: (i) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing Council Directive 2002/58/EC (ePrivacy Directive); and (ii) the General Data Protection Regulation of the European Parliament repealing Directive 95/46/EC (**“GDPR”**), once applicable, and/or any corresponding or equivalent national laws or regulations, once in force and applicable;

**“Protected Data”** means any Personal Data provided by or on behalf of Wellcome or otherwise accessed or obtained in the course of providing the Services that is processed by the Supplier on behalf of Wellcome;

**“Services”** means any and all services to be provided by the Supplier under this Agreement;

**“Supervisory Authority”** means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws; and

To the extent that a term of this Appendix requires the performance by a party of an obligation ‘in accordance with DP Laws’ (or similar), this requires performance in accordance with such DP Laws as are in force and applicable at the time of performance and, if the relevant obligation is not then a requirement under applicable DP Laws, it shall not apply until such time as it is so required.

## 2 OBLIGATIONS OF THE PARTIES

2.1 For Protected Data, Wellcome shall be the Controller and the Supplier shall be the Processor. Each party shall comply with DP Laws and its relevant obligations under this Appendix.

2.2 Where the Supplier processes Protected Data on behalf of Wellcome, the Supplier shall:

2.2.1 (and shall procure that any person acting under its authority who has access to Protected Data shall) process the Protected Data only on and in accordance with Wellcome’s documented instructions (**“Processing Instructions”**); and

2.2.2 immediately inform Wellcome of any legal requirement under applicable law that would require the Supplier to process the Protected Data otherwise than only on the Processing Instructions; and

- 2.2.3 immediately inform Wellcome if any Processing Instructions infringe DP Laws.
- 2.3 The Supplier shall implement and maintain appropriate technical and organisational measures in relation to the processing of Protected Data by or on behalf of the Supplier:
  - 2.3.1 such that the processing of the Protected Data will meet the requirements of DP Laws and ensure the protection of the rights of Data Subjects; and
  - 2.3.2 so as to ensure a level of security in respect of Protected Data processed by it is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Protected Data transmitted, stored or otherwise processed.
- 2.4 The Supplier shall not engage another Processor to perform processing activities in respect of the Protected Data on behalf of Wellcome without Wellcome's prior written consent and, if Wellcome gives its consent, the Supplier shall appoint the sub-Processor under a binding written contract ("**Processor Contract**") which imposes the same data protection obligations as are contained in this Appendix on the sub-Processor. The Supplier shall, where that sub-Processor fails to fulfil its data protection obligations in accordance with the Processor Contract, remain fully liable to Wellcome for the performance of that sub-Processor's obligations.
- 2.5 The Supplier shall ensure that Supplier personnel processing Protected Data have signed agreements requiring them to keep Protected Data confidential, and take all reasonable steps to ensure the reliability of Supplier personnel processing Protected Data, and that Supplier personnel processing Protected Data receive adequate training on compliance with this Appendix and DP Laws applicable to the processing.
- 2.6 The Supplier shall implement and maintain appropriate technical and organisational measures to assist Wellcome in the fulfilment of Wellcome's obligations to respond to any Data Subject requests relating to Protected Data.
- 2.7 The Supplier shall provide reasonable assistance, information and cooperation to Wellcome to ensure compliance with Wellcome's obligations under DP Laws with respect to: (i) security of processing; (ii) notification by Wellcome of breaches to a Supervisory Authority or Data Subjects; and (iii) data protection impact assessments and prior consultation with a Supervisory Authority regarding high-risk processing.
- 2.8 The Supplier shall not transfer any Protected Data to any country outside the European Economic Area or to any international organisation without Wellcome's prior written consent and appropriate safeguards being in place in accordance with DP Laws.
- 2.9 In accordance with DP Laws, the Supplier shall allow for and contribute to audits, including inspections, conducted by Wellcome or another auditor mandated by Wellcome for the purpose of demonstrating the Supplier's compliance with its obligations under DP Laws and this Appendix.

- 2.10 The Supplier shall notify Wellcome of any Personal Data Breach (actual or suspected) without undue delay (but in any event within twenty four (24) hours after becoming aware of the breach) and with such details relating to the breach as Wellcome reasonably requires. **“Personal Data Breach”** means a breach of security or other action or inaction leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data.
- 2.11 The Supplier shall, without delay and on Wellcome’s written request, either securely delete or return all the Protected Data to Wellcome after the end of the provision of the relevant Services related to processing.
- 2.12 The Supplier shall indemnify and keep indemnified Wellcome in respect of all DP Losses suffered or incurred by, awarded against or agreed to be paid by Wellcome, arising from or in connection with the Supplier acting outside or contrary to Wellcome’s lawful instructions or any breach by the Supplier of its obligations under this Appendix. **“DP Losses”** means all liabilities, including:
- (i) costs (including legal costs), claims, demands, actions, settlements, charges, procedures, expenses, losses and damages; and to the extent permitted by applicable law:
  - (ii) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority or any other relevant regulatory authority;
  - (iii) compensation to a Data Subject ordered by a Supervisory Authority, court or other tribunal of competent jurisdiction; and
  - (iv) the costs of compliance with investigations by a Supervisory Authority or any other relevant regulatory authority.

### 3. DATA PROCESSING DETAILS

#### 3.1 SUBJECT-MATTER OF PROCESSING:

[eg . “[providing analytics in relation to][providing reporting in relation to] the data [accessing Wellcome systems and data] as part of the Services under the Agreement.”]

#### 3.2 DURATION OF THE PROCESSING:

[e.g “For the Term of the Agreement”]

#### 3.3 NATURE AND PURPOSE OF THE PROCESSING:

[e.g. “For the purposes of providing the Services under the Agreement”.]

#### 3.4 TYPE OF PERSONAL DATA:

[e.g: - delete or add as relevant:

[contact details]

[financial payment details]

[health information]

[transaction records]

[correspondence]

[opinions]

### **3.5 CATEGORIES OF DATA SUBJECTS:**

[e.g – delete or add as relevant:]

[employees][contractors][candidates]

[suppliers]

[clients and potential customers or clients]

[grant applicants] [grant holders]

### **3.6 ADDITIONAL INSTRUCTIONS**

[Eg: Details of any approved data sharing arrangements; specific technical and organisational security measures that the processor needs to maintain]]