

## Rolling With the Wheels of Commerce: The Challenges of Business and Industry-Based Resources

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# Rolling With the Wheels of Commerce: The Challenges of Business and Industry-Based Resources

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## Abstract

Collections and liaison librarians receive requests for specialized resources that may require use of passwords or other mediated access, local hosting, or special software. Sometimes, although not always, these resources are used in a business or industry setting, and their subscription and licensing processes do not follow typical academic library acquisitions patterns. Librarians may also receive requests for raw data that is part of a subscribed resource. How do librarians respond to these user needs? How do vendors make decisions about which products to bring to the academic library market? The authors present views on these issues and options to consider.

## Introduction

In many academic libraries, librarians strive to provide campus-wide access to resources for authorized users in all disciplines and interdisciplinary areas. Librarians sometimes receive requests from users for access to specialized resources for which setting up campus wide access is challenging for any number of reasons. For example, a resource may require:

- specialized access arrangements (password sharing or distribution);
- local hosting;
- data that exceeds the amount available to end-users who are using the vendor platform;
- challenging license terms and;
- software installation on one or more computers.

## The Challenge

McCracken presents the following as a guiding philosophy for collections decisions, endeavoring to:

1. Ensure the broadest possible access,
2. In the most convenient possible manner,
3. With the least investment of time or money,
4. While following the letter and spirit of relevant licenses.

However, the specialized resources under discussion here present challenges to one if not all of the above goals. McCracken notes that in electronic resources roughly 20% of your time is spent dealing with 80% (so, most) of your resources, but a few annoying resources (the 20%) take up the rest of the time (80%).

What criteria, decision points, and options should librarians consider as we respond to these requests and evaluate these resources for our collections?

## Suggestions and Solutions to Consider

### *From the Librarian Perspective*

When considering responses to requests for these kinds of specialized resources, Orcutt suggests keeping “cool,” spelled “CUAL:”

- **Currency:** Does the resource need to be current, or would, for example, older data for which access might be more readily available or affordable be an option?
- **Uses:** Is the resource needed for the classroom? For an individual researcher? The number of access points needed can inform decisions about how to proceed.
- **Access:** Is mediated access an option, perhaps for a limited number of users? How will users know this resource is available to them? Can it be effectively represented in the catalog or on a guide? Does your library have a physical space in which users might be provided with single-point access? Can parallel access be offered to online students who may or may not be on campus?
- **Limitations:** Does the license have restrictions on access, for example, for academic use only or specific wording regarding password sharing, and how do you inform users of those terms? Could these limitations defeat the purpose of subscribing? To what extent do limitations on use and access impair user experience of the resource?

Ultimately, some resources may be too costly relative to their need not just in terms of price tag but in terms of staff time and space considerations, and “no” (with explanation) is the appropriate answer.

Beyond the above considerations, review of these kinds of resources presents a real opportunity for librarians and publishers/vendors to communicate regarding user needs. McCracken notes that his experience as a database provider informs his work as a librarian in electronic resources management, where he is in a position to provide specific suggestions to licensors regarding ways in which they can adjust their licenses to accommodate academic needs. For example, publishers/vendors might consider a shared e-resource understanding (SERU) agreement as an alternative to a complex license, or they might consider the LIBLICENSE model license.

McCracken notes that license challenges reflect legitimate limitations content providers feel are

necessary for managing and protecting the intellectual property they are leasing to an institution and also that librarians need to understand and respect those limitations. However, he also notes that when we spot instances where businesses are forcing libraries to spend too much time implementing limitations that don’t provide them with any direct benefit, it makes sense to point these out and see if we can find ways to simplify the implementation of such electronic resources, serving all of us—the vendor, the librarians, and of course our patrons—better. Specifically, McCracken suggests we can:

- Help each other see logic. Complicated licenses help no one. Librarians need to be very clear about how much time will be spent on both sides trying to implement or agree upon points that really don’t matter that much or will have minimal impact.
- Be clear in librarian communications with vendors regarding what librarians want and vice versa.
- Start by implementing some assumptions. Licenses are not needed unless someone specifically asks for one. Why do you need a license? If it’s an annual subscription, and its cost is less than the cost of legal action to try and recover that cost, then maybe there’s no need at all. Basically, it comes down to an assumption that if one side is acting badly, the other side won’t renew or won’t offer a renewal the next time around
- Both sides need to focus on the items that don’t fit into that model agreement. McCracken suggests that perhaps, at this point, the side requesting something different should be required to write a paragraph or two about why this point is so important to them.

#### *From the Vendor Perspective*

Rotenberg offers helpful perspectives from the publisher/vendor point of view and reiterates that at the core, vendors and buyers are not all that different, in that vendors want to ensure that they can provide the right resources to the right users at the right time—the fundamental principles of identity and access management.

Vendors should strive to provide flexibility in access models to support customers and be adaptive to changing market and customer needs. How data is accessed and made available is based on use case, product requirements, and licensing models.

Why offer so many options?

1. Legacy access models.
2. Casting the widest net for access (aka “the convenience factor”).
3. Recognizing that work is more often than not happening “off campus.”
4. Being mindful to address security or personally identifiable information (PII) concerns.
5. Supporting product features that require knowing who an individual is (e.g., setting citation alerts and saving materials to folders).
6. Geographic and country specific variations in data use policies and rights management.

Rotenberg reviewed the types of access models and product/data delivery mechanisms provided by Clarivate Analytics as a way to showcase the breadth of options vendors can make available, including (note: list is meant to be illustrative, not exhaustive):

Rotenberg suggests that the take home message is communication. She recommends:

- Talking early! Librarians should approach discussion with a vendor as partner even if needs go outside of the “traditional agreement.” Ways to do this include going through a needs assessment exercise and really thinking about what is required from a resource at the present time and not just because it has always been done a certain way.
  - This includes librarians working not only with a sales representative, sales engineers, or others from the vendor organization but also pulling in colleagues in IT or other functional areas in your organization. In these conversations, each party should be

clear about what they want and make sure everyone is aware of the options a vendor provides. You will not know if you don’t ask.

- Vendors also should appreciate that one size doesn’t fit all, especially as there is increasingly crossover of products to “new consumers.” By way of example, products that have been historically sold to the business school at a university may now have interest by researchers in the economics department; however, their data usage needs are different. There needs to be flexibility to handle the differences in use, even if this means creating a new type of license agreement.
- Talking often!
  - Needs may change over the life of the agreement. If the product or the service supports other flavors of authentication, librarians need to talk to the vendor. This may be something that is already covered under a current agreement or a possible addendum to licensing terms. Librarians need to find out who contacts should be at the vendor for these types of questions.
  - Librarians need to inform vendors about access issues, and more specifically, vendors and librarians need to have updated contact information for technical contacts and, in the case of SSO, test credentials.
- Informing patrons about the access options librarians have chosen for resources and why it is important to not go outside these access options without further discussion.

## Conclusion

While responding to requests for these specialized resources requires effort and time to evaluate options, our consensus is that there is potential for working collaboratively to provide access, and the key is communication. McCracken concludes by stating he expects we’ll always have outliers, like standalone machines for specific applications, but he

believes we all benefit from simplifying the purchase and implementation process. He thinks that if both sides request explanations for why the other needs some special license clause, or customized feature,

or access limitation, we'll find that not all of these requests will hold up under this scrutiny, and we'll be able to cut out quite a few of them. In the end, a little pushback could save us all a lot of time.

Data delivery mechanisms	Authorization and access models
<ul style="list-style-type: none"> <li>• Web-based product access</li> <li>• Local installations</li> <li>• Federated (discovery) search services</li> <li>• XML data feeds</li> <li>• APIs</li> <li>• FTP</li> <li>• CDs</li> </ul>	<ul style="list-style-type: none"> <li>• IP authentication</li> <li>• Seat-based (“named user”) access, administrated by the customer or the vendor</li> <li>• Username/password self-registration</li> <li>• Federated identity (e.g., Shibboleth and OpenAthens) single sign on</li> <li>• VPN</li> <li>• Proxy servers</li> <li>• Social login (e.g., Facebook, LinkedIn, and Google)</li> <li>• Corporate identity (e.g., Pfizer and IBM) single sign on</li> </ul>

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