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And They Were There-Reports of Meetings-The 1998 Charleston Conference and Licensing Electronic Resources to Libraries-An ARL Workshop for Publishers

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**Charleston Conference—Issues in Book and Serial
Acquisition: We Want "More for Less,"**
November 5-7, 1998—A Brief, Subjective Report
by **Heather S. Miller**<hm766@cnsvax.albany.edu>

Where would you go to find animated discussion, people busily speaking into cell phones and frantically trying to shut off their beepers, munching on food while taking notes on topics relating to economics, technology, ethics, education, and what the future will bring, among many others; multitasking in evidence everywhere?

Not the floor of the New York Stock Exchange, but the **Charleston Conference**, an annual event that proves to be more popular and more significant each year. Over 500 people eagerly converged on Charleston this year to participate in a thoroughly energizing event despite the fact that the town was simultaneously hosting The Citadel's homecoming and the Miss South Carolina Contest. Surely the Charleston Conference and its creators should be given credit for the fact that in recent years Charleston has become such a popular convention rendezvous that it has lost its off season!

Although, purported to be an opportunity for people interested in library acquisitions and collection development issues to get together for discussion, the fact that several assistant directors of technical services were there this year indicates a real broadening of acquisitions-related issues.

Likewise, a broad spectrum of publishing and information vendors attended, including **Mike Powell** of **Powell's Books**, a large actual and virtual bookstore, and representatives of **Primary Source Media**, a non-traditional publisher.

Presentations covered a wide spectrum: consortial approval plans, pricing models for electronic information, the book review process, fees for library services, use of credit cards in acquisitions, licensing, new developments on the Internet, the Euro currency, outsourcing, acquisitions workstations, EDI, distance education, evaluating electronic products, a library director's viewpoint on "more for less", planning library buildings for the 21st century, archiving, library systems, out of print books, and more!

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Clearly, the old, the new and the future commingled. Approval plans aren't new, but a consortial one is. Lead speaker **Carol Diedrichs** explained the goal of the **OhioLink** approval plan as evening out the acquisition of English language materials, reducing both duplication and gaps. Reactor **Reba Lieding** pointed out dangers to libraries and vendors, particularly small ones. Libraries might be forced to join such plans. If done on a large scale, this method of buying could affect the market as a whole, destroying small vendors and diluting service to non-participants.

We heard that print is not going away any time soon partly because the only information that will be available in digitized form will be that which is economically viable. The number of books published yearly continues to increase. Two fascinating panels focused on the book review process. One dealt with the complex process of producing a published book review and the use of reviews by vendors and librarians. Another panel chewed on ethical issues related to book reviews.

Are fees for certain library services a way to enhance service or "vicious discrimination"? Both views contributed to a lively airing of the subject of fees, one which is often rejected without fair hear-

ing. Meanwhile, the complexities of licensing information continue to multiply, especially as consortia and means of accessing and using information proliferate. Licenses are not going away, although some convergence was noted between librarians and producers, so librarians need to develop expertise in negotiating licenses.

Stimulating lunch discussions opened glimpses of the future, including the rapid development of distance education, the proliferation and omnipresence of computing, the anticipated launch of the Euro in January, and the development of the electronic monograph.

Futurism was not limited to lunch time. In a world linked and made smaller electronically, selection via virtual "slips" is here and now from domestic and foreign vendors, as is the acquisitions workstation where Web sites and local procedures manuals share the online desktop. After years of discussion and anticipation, EDI is becoming a reality for libraries whose systems are up to the job. One of the most inspiring speakers was **David Nuzzo** of **SUNY Buffalo** who not only uses technology creatively to elicit impressive productivity from his staff, but who also employs a low tech sign we might all copy, a sign hung by the staff in his Acquisitions Department. It reads: Expect a miracle.

Charleston familiar **Chuck Hamaker**, Head of Technical Service at **UNC Charlotte**, in his usual irreverent style, discussed with unflappable **Karen Hunter** of **Elsevier** the need for new models of pricing and delivery of information. Chuck's assertion that we need to figure out how to get people directly to the information they need or we will become roadkill on the information superhighway is something that librarians, publishers and vendors ignore at their peril. This is not far fetched because some people firmly believe that libraries have a viable life of about ten years. Chuck suggested that libraries might emulate user friendly systems such as **amazon.com**, that publishers need to move to new cost models such as per article or sub-item pricing, that publisher specific search engines are not desirable, and that libraries need to do the front end to provide seamless access to all information. The potential of non-commercial distribution of information was discussed as was the need for copyright, with Chuck favoring the former and Karen the latter.

Some of these themes spilled over into a packed **Rump Session** that focused on the evaluation of electronic resources. It was clear that little is clear! Proliferating products are hard to categorize; developing selection criteria, cost, usage, training, archiving, and licenses, are just a few of the issues that people are grappling with. **Joyce Ogburn**, Assistant University Librarian at **Old Dominion University** is collecting guidelines and criteria for the selection and cataloging of electronic resources and has posted hers on her Web site accessible from the collection development page at www.lib.odu.

Long days, thought-provoking topics, multiple arenas in action simultaneously, working meals and social events all made for an exhausting time, but it was a great experience. It was clear that the issues that interest technical services are of significance for the entire library.

After hearing that there are several thousand pricing models for electronic products and that it is up to the library to create a user friendly front end to all the myriad formats and ways of getting at information, it was apparent that plenty of work lies ahead. The OPAC features prominently in this future, so even cataloging had a presence at this meeting, as did just about every topic one could think of in relation to libraries today.

**Licensing Electronic Resources to Libraries —
An ARL Workshop for Publishers**
August 14, 1998; Washington DC
Report by **Judy Luther** (Informed Strategies)
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Overview

Over the last year, 250 librarians have attended a two-day Licensing Workshop to learn about the legal side of contracts which are signed every day in universities to acquire access to electronic publications. Revised to one day and oriented towards publishers, this program focused on how to streamline the process for everyone by developing licenses that meet the needs of both parties.

The program was led by **Trisha Davis**, Head of Continuations Acquisitions Division at Ohio State University, **Karen Hersey**, Intellectual Property Counsel from Massachusetts Institute of Technology and **Mary Case**, Director of the Office of Scholarly Communication at the Association of Research Libraries (ARL). With ample time for questions and answers, participants had an opportunity to explore topics pertinent to their situations.

A thick packet of information included the recently distributed UK **National Electronic Site License Initiative (NESLI)** which was praised by Karen as being suitable. It is designed very efficiently with the rights and usage terms in the body of the agreement, while business terms that can change annually such as the materials to be licensed, their format and cost, appear in appended schedules.

Attendees also received a glossary of terms frequently used, a bibliography on licensing electronic resources, a statement of preferred practices from the **International Coalition of Library Consortia (ICOLC)**, and a brochure published by ARL on **Principles for Licensing Electronic Resources**. **Susan Hillson** and **Nancy Knight**'s chart on pros and cons of various pricing models for electronic information, was included and their article "Electronic Pubs Pricing in the New Era" can be found in the September issue of *Information Today*.

Summary

We are in a brave new world between contract and copyright law. Licenses offer the opportunity to negotiate the economic, technical, legal and market issues of today. This is more of an art than a science. Basic guidelines are to "ask questions" and "make the license work for you, not just you work for the contract." Licenses have the potential to balance and protect the needs of both parties.

Legal foundations

The license describes the rights granted to the library to use (not transfer ownership) of an information product. The five basic elements of contract law are the offer, the acceptance or counter offer, consideration (terms of use), meeting of the minds (agreement) and enforceability of terms.

Copyright law protects a bundle of five basic rights: to reproduce the work, to prepare derivative works (including abstracts), to distribute (disseminate copies), to display publicly and to perform publicly. Fair use allows for reproduction without permission for: criticism, comment, news reporting, teaching/scholarship, home use. The test of fair use is judged on four factors: commercial vs non-profit, number of copies, amount of material, and the effect on market potential.

Fundamental to achieving a balance, the parties must agree on: the number of users, the right to make copies, what is permissible for interlibrary loan, access by distance learners, modification for research and teaching.

User and access terms and conditions

Multiple examples were given to illustrate what worked and where libraries had problems with terminology in the contract. At least one publisher who thought they had a model license recognized their wording and realized that it needed to be modified for more general

ample, materials vendors are outputting selection records in the standard MARC format, which makes it easier for systems vendors' MARC loaders to accommodate. Moreover, there are many areas in which an automated system can help libraries. **Morris**, **Rebarcak**, and **Rowley** have indicated several key areas in which vendors' products and services need further development. They ask, "Can bibliographic utilities and vendors develop new products that change local selection responsibilities? Is it possible for selection to become a more cooperative activity between vendors and bibliographic utilities, with local review varying according to local requirements? Is it possible to profile the automatic receipt of most materials so collection development can focus on newly emerging areas and on maintaining collections where a university mission requires uniqueness or unusual breadth?" [4]

If it appears that development is slow in these areas, there are a couple of reasons for this. First, automation vendors, just like libraries, have limited resources. Development priorities are established using a variety of means, such as customer input, market demands, and contractual requirements. Unfortunately, acquisitions doesn't get nearly the publicity that public services does, so acquisitions development priorities are somewhat lower in the

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Another reason is that automation vendors try to avoid developing proprietary interfaces with a variety of vendors. This is why the use of standards is so critical. When materials vendors ask me if the **Dynix** or **Horizon** system can load their selection records, the first thing I ask them is, "Are the records in MARC format?" If the answer is yes, then we can handle the records. At other times I'm asked if we have the ability to send electronic orders. If the vendors can accommodate the **BISAC**, **X12**, or **EDIFACT** purchase order formats, then we can send electronic orders. Yet there will be times when the standard doesn't quite meet the needs of the library, or when there is one esoteric piece of data that the library cannot live without. In these cases, vendors often take the liberty of changing the standard. **Ameritech Library Services** did this with the BISAC format. Other systems vendors include non-bibliographic data in the MARC record. Whenever systems or materials vendors mess around with standards, it means proprietary interfaces. Proprietary interfaces mean additional development resources, which cost money. To avoid these extra costs,

libraries can participate in standards organizations to help define standards which meet the needs of most of the library community.

Properly implemented, automation can make a positive difference

I've come to grips with the fact that library acquisitions work isn't merely an automated systems module. It is a complicated set of processes that require a lot of human intervention. Automation can make these processes easier, faster, and less costly, when the automated system is successfully integrated into the library's work life. By cooperating with librarians and materials vendors to develop interfaces to automate many acquisitions functions, we can improve overall acquisitions performance, and ultimately save the time and money of library users. Such improvements can also free up library personnel to attend to other, more challenging tasks, and to develop additional skills in their profession. 🌲

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[3] Redman, Eric, Virginia Scheschy. "Blackwell's Collection Manager and the INNOPAC MARC Loader. Tools for Designing Efficient Acquisitions Workflows." http://www.blackwell.com/services/CM/cmiiipaper.html.

[4] Morris, "Monographs Acquisitions," 315.
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acceptance. The language of licenses should always state "reasonable" rather than "all" as a good middle ground.

Product access as it is affected by technology (such as IP addresses) is defined. Users must be defined clearly and any prohibited categories (such as alumni) should be specified. It is better to state who is allowed to access the information by defining users, rather than by geographic terms (such as "site") which are not easily applied.

Rather than require a license for a trial, it was recommended to use a brief click-wrap license stating the limitation of liability. Authorized uses determine what is allowed in terms of copies in print or electronic form and for what applications, such as course reserves and interlibrary loan.

Legal terms and conditions

"Identifying the parties" includes specifying who has the right to sign for an institution (can a faculty member commit the entire university or just their department?) "Warranties and disclaimers" address performance

of the product. The preferred "Indemnity clause" holds both parties harmless "to the extent permitted by law".

In case of a "breach of agreement", it is a good idea for publishers to allow the institution thirty days to fix the problem. This may not be possible on the international scene where there are more cases of abuse. Since most state institutions will not agree to jurisdiction of another state, it is best to indicate the library's state or omit the clause altogether.

Business terms and conditions

Libraries can control access and educate their users but not control "all use." The terms must be stated in a way that the library can actually enforce the agreement. For example, libraries can only act on violations of the contract "of which they become aware."

Publishers need to be aware of the libraries' commitment to patron confidentiality. If the license requires copyright statements on printouts, language should be provided as part

of the header/footers for each page. A reasonable time should be allowed for payment of invoices and any interest or late fees need to be stipulated in the contract. Actual content should be clearly stated as well indicating which volumes/issues are included and for what time frame.

Termination clauses that are reciprocal are preferred. To avoid unexpected cancellations, require a renewal notification no more than sixty days in advance.

Conclusion

The goal of this workshop was to streamline the process for everyone by developing licenses that meet the needs of both parties from the start. Negotiating licenses consumes a tremendous amount of time for both the library and the publisher. Workshops such as this one remove some of the mystery around licensing and increase the efficiency of the process.

Inquiries about possible dates for future ARL workshops can be addressed to **Mary Case** (marycase@arl.org or (202) 296-3296). 🌲