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# And They Were There-Reports of Meetings-Alternative Models of Scholarly Publishing in Higher Education

Sever Bordeianu

*University of New Mexico*, [sbordeia@unm.edu](mailto:sbordeia@unm.edu)

Julia Gelfand

*University of California, Irvine*, [jgelfand@orion.oac.uci.edu](mailto:jgelfand@orion.oac.uci.edu)

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# And They Were There — Reports of Meetings

Column Editors: **Sever Bordeianu** (U. of New Mexico) <sbordeia@unm.edu>  
and **Julia Gelfand** (UC, Irvine) <jgelfand@orion.oac.uci.edu>

## Symposium — Alternative Models of Scholarly Publishing in Higher Education — Librarians' Association of the U. of California, Berkeley, CA — November 6, 1998

Report by **Julia Gelfand** (UC, Irvine)  
<jgelfand@sun1.lib.uci.edu>

The **Librarians' Association of the University of California at Berkeley** has had the tradition for several years of hosting terrific annual copyright symposia. The 1998 conference covered related issues and the most recent one was a symposium held November 6, 1998 on "Alternative Models of Scholarly Publishing in Higher Education," and was no exception to the talents directing the field that day.

**Dr. Richard Atkinson**, President of the **University of California**, convened the opening of the seminar and set the stage for the following speakers. In his comments he digressed as he talked about the kind of experiments he hoped the University would engage in as it explores different models of scholarly communication and develops ideas for the **California Digital Library**.

The first panel had four speakers and covered "trends in scholarly publishing." **Professor Vincent Resh**, a professor of Environmental Sciences and former editor of the *Annual Review of Entomology* identified five trends and illustrated them with specific examples from the user perspective, but with the viewpoint of that of scientist and obviously that supporting body of literature. 1) Users and producers have become more aware of the economics of publishing. To recap the STM scenario, 40% have origins in the commercially-produced journals; 25% come from the non-profits and 35% from university presses, government and research institutions. Resh characterized attributes and breakdowns of society publishing by size of membership—the small, mid-sized and the large (greater than 15,000 members and producing ten plus journal titles). In the large societies, 70-80% of costs are to cover the production of the first copy of the journal and 65% of the society's budget is for publishing costs and the remaining 35% covers the operational costs of the society. 2) Annual Reviews—experience of doubling library subscriptions by encouraging them to buy one print copy and get 35% for free model. 3) Dissemination of information is more rapid. This has been accomplished by reducing the lag time between submission and publication. The peer review process and the revision process has become faster, thus reducing the time to release by two-thirds. Also, the increasing use of journal Websites to track the publishing process. 4) Electronic publishing offers more than print journals—there are many more value-added services such as hyperlinks to additional material and references; alerting readers to citations; opportunity for chat rooms; creating Websites for additional materials in multimedia for clips and audio. 5) The prestige factor—being able to communicate faster and more intensely worldwide have created new impact factors for a journal's significance.

Resh concluded his comments by discussing the three driving forces that are changing the publishing of scientific information. First,

technology is advancing quickly. Second, science publishing output is increasing. And third, library funding is not keeping pace. Publishers maintain that they are responding to faculty demands in creating new journals, but can the marketplace sustain the need in present formats? Resh believes that technology is being under-utilized and that graduate students are the key to the future—they are more ready for technology even though many critical decisions are being made by older scientists who are less inclined to keep up with the pace and type of changes taking place.

A different viewpoint was expressed by **Lisa Brawley**, a professor of English at **Kent State** and the second editor of *Postmodern Culture*, the first peer reviewed humanities e-journal which began in 1990. She recapped the journal's history and value has been added with new add-ons such as the initiated listserv to support discussion, and a text-only archive. Also, *Postmodern Culture's* participation in **Project Muse** have expanded the journal.

**Michael Keller**, **University Librarian at Stanford** and **Publisher of HighWire Press**, gave a fast-paced overview of "how we got there." The history is fast and recent and full of developments. Reviewing the Website for **HighWire** chronicles most of it. Definitely an alternative model for scholarly communication.

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**"Libraries can't change scholarly communication; changes must come from scholars." — Beverlee French**

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**C h e t  
G r y c z** wrapped up the session with specific examples of

digital initiatives such as **TRES**, the virtual theological library on theology, religion, ethics and society and reminded attendees of major questions concerning the intellectual property issues, still highly unresolved and the "dial-a-book" concepts introduced by **Stanley Greenberg** and others.

The second session focused on overcoming constraints on new modes of scholarly communication and introduced three speakers. **Prof. Robin Peek**, co-editor of *Scholarly Publishing: The Electronic Frontier* (1996) and professor at **Simmons College** highlighted how we continue to be torn by two paradigms or cultures—the print and the online. She noted how socialized behavior of the wired generation has changed scholarship and expectations and how the controllers of the process still rule the kingdom by "postmodern populism." The pressures on the system she identifies include: the older age of academics, an increase in distance education, questions about the role of research; new models of tenure and academic review; parallel publishing and our practice of tracking by citation yet we do not know whether something is really being read. She calls this the dilemma of "Web time versus real time."

**Dr. William Arms**, VP of the **Corp. for National Research Initiatives**, spoke candidly about how "Authors are best served by open access to their work." Many examples were shared about digital library developments, changing funding structures and intellectual property. He was followed by **Paul Ginsparg** from **Los Alamos National Laboratory** who talked about the preprint program in physics he founded and the following from other disciplines.

The final session was devoted to several applications in the library environment and questioned the future of research libraries. **Beverlee**

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# Biz of Acq — To License or Not to License: That Really Ought to Be the Question

by **Rick Anderson** (Head Acquisitions Librarian, Jackson Library, University of North Carolina at Greensboro)

Column Editor: **Rob Richards** (Technical Services Librarian, University of Colorado Law Library) <[rrichard@stripe.colorado.edu](mailto:rrichard@stripe.colorado.edu)>



**Column Editor's Note:** *Of the many changes that the electronic information revolution has brought to library acquisitions, perhaps none is as significant as the licensing agreement. For centuries, copyright law set forth the legal parameters under which libraries appropriated and disseminated information products and services. Librarians grew accustomed to operating under the stipulations of copyright statutes. As electronic resources have become integral to the library collection, however, libraries have suddenly found themselves parties to legally binding contracts with publishers or vendors, contracts which often grant libraries much more limited rights than under copyright law. In recent years, librarians have taken a proactive position towards the new regime of licensing by educating themselves about contract law, and sharing information about the most effective methods for negotiating favorable contract terms with electronic information providers. In this month's column, Rick Anderson, Head of Acquisitions at the University of North Carolina at Greensboro Libraries, enriches this conversation by offering publishers and vendors a model for deciding when to implement a license for an electronic resource, and valuable advice for improving licensing relationships with libraries.— RR*

Let me start by relating a true story. Here's

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French from the **California Digital Library** concentrated her remarks on the migration of the problem from that of the library to that of the university and that "libraries can't change scholarly communication; changes must come from scholars." She gave a brief update on the CDL.

**Ken Frazer**, University Librarian at Wisconsin introduced SPARC, the latest initiative from the **Association of Research Libraries** and its goal to offer an alternative to publishers, societies and lone jour-

the background: our library had purchased a programming instruction manual on CD-ROM. In accordance with what was then a new policy, I had reviewed the license agreement that accompanied the disk and found a couple of terms to which we couldn't agree. So I called the publisher, got passed around from phone to phone for a while, and was finally handed over to a hapless soul we'll call Mike (I can't even remember what department he worked in). Our conversation went something like this:

Me: "We've purchased a CD-ROM product of yours and need to discuss the terms of the license."

Mike: "What?"

Me: "Your company requires that we enter into a terms-of-use contract with you when we purchase your product. That's fine, but we need to discuss the terms."

Mike: "You mean the license agreement that we put in the box with the disk?"

Me: "Exactly."

Mike: "Um... okay, what are the problems?"


Me: "Well, first of all, the license says that our sales agreement is to be governed by the laws of the State of New York. UNCG is a state institution and I'm legally forbidden to agree to terms like that. We've got to either take that clause out altogether or change it to read 'North Carolina.'"

Mike: "I can't agree to that myself. I'll have to take this to our legal department."

nals. **Tom Sanville**, Executive Director of **OhioLink**, shared the model of acquisition and distribution in place to educational institutions in Ohio.

Many issues were discussed. The perfect resolution may not have yet been articulated, but there are many ideas in the

**"Authors are best served by open access to their work." — William Arms**

pipeline and the sense of partnership and the influence of consortia make this a very challenging time for all players in the scholarly communication chain. 

Me: "Sure, I understand. Do you want my number so you can call me back?"

Mike: "Look, this is crazy. You're talking about a \$100 product — we can't afford to get into legal negotiations for every sale this size; we'd go broke."

Me: "Yeah, I can see how that's a problem. But I guess it's the risk you run when you make a written contract a part of every \$100 sale. The thing about contracts is that they're binding on both parties, so both parties need to be able to participate in their creation. By the way, once we're done negotiating this license agreement, we'll need to get someone's signature on it. We'll sign it too, of course, and fax you a copy."

Mike: "Let me call you back."

Needless to say, he never did, and we ended up giving the disk to the academic department that had originally requested it for the library collection, with the instruction that it be kept and used by the requesting faculty member (assuming that he or she was willing to abide by the license terms).

## What Was I Thinking?

Was I crazy, as poor Mike undoubtedly believes? Why on earth would I go to all that trouble over a boilerplate license agreement attached to a product that cost so little?

In fact, as we all know, librarians have often disregarded licenses in the past. The thinking, I believe, has been along the lines of "Well, the stuff that happens in libraries is pretty much all fair use anyway. Besides, who knows if these licenses are even enforceable?" The problem is that thanks to recent legal decisions, many unilaterally-produced licenses (including the shrinkwrap and electronic "clickwrap" varieties) now are regarded as legally binding contracts.<sup>1</sup> So all of a sudden we librarians are getting nervous about the agreements into which we enter on behalf of our institutions every time we buy a CD-ROM for the collection or sign up for an online service. And now that we're reading those agreements, lo and behold, we're finding terms in them to which we'd be fools to agree—or to which we're legally prevented from agreeing. Our thinking is now changing from "Terms of use? Yeah,

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