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Patron-Driven Acquisition of Publisher-Hosted Content: Bypassing DRM

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content can be provided on specific devices, or hardware. Not all vendors or publishers make their content compatible with all devices (for instance, one of the vendors made their content available on 19 specific devices, but not the **Kindle**). This again comes down to why your institution is supporting PDA. If it is primarily to cut costs on physical items that may or may not be purchased, perhaps ensuring access across all platforms isn't your primary concern, but if you're attempting to replace 50 copies of the newest bestseller with one eBook purchase, it seems reasonable to expect that content to be viewable on many different platforms.

Purchasing

How many clicks constitute a purchase? This number varies greatly between vendors, and it is one of the more important aspects of the contract. Remember, we're trying to delay purchase until we know patrons actually want this material, otherwise we would simply purchase backfiles of electronic content and be done with it. One vendor initially told **UCI** that we could set the number of clicks to trigger a purchase (within reason). This differed from three clicks to ten "actions" (including printing or searching). Make sure your vendor clearly defines not only the number of clicks or actions that trigger a purchase, but also what constitutes a click. This almost seems rudimentary, but it can become confusing. Also, where the patrons clicked to trigger a use was initially varied based on vendor (some counted viewing the table of contents as a click or an action, others didn't count anything until actual content was viewed). Vendors I've spoken with directly are moving toward counting actual content as the initial click or action. I've also seen vendors use amount of time spent browsing content as an action that counts towards a purchase.

ILL

An important issue is ILL options. While a vendor may be willing and able to make accommodations for ILL, publishers may not. Be certain to ask vendors for specifics regarding ILL options, because as more and more libraries are increasing their spend on electronic titles, there will be fewer and fewer options for ILL if librarians don't push the issue. During this discussion, vendors will rightly tell you that a PDA model solves many ILL needs by providing access to items your institution may not necessarily purchase (remember, if one patron uses it, that patron may not necessarily trigger a purchase). For your patrons in your library, this is true. However when you consider the lending aspect of ILL (think of local hospitals that rely on a large academic health center for material to support their staff), things get trickier. Publishers have not been receptive to the concept of ILL for electronic materials, and materials provided through PDA are no exception. You will certainly want to consider this if there are expectations that your institution will provide certain types of material through ILL. There is no easy answer to this issue, but librarians must continue to raise it with vendors and publishers. Letting our vendors know "print it out and fax it" is not a good answer.

Content

Another important issue is the amount of content available from publishers for purchase as PDA. Some publishers are reluctant to make all of their electronic content available in a PDA model, while some publishers don't publish print and electronic simultaneously (or even close to simultaneously). If you divert funds away from purchasing print and one of your institution's heavily-used publishers releases only a smattering of online titles, or releases titles online three months after the print, you may not find patron-driven acquisitions to be the most efficient use of your funds. **UCILibraries** was very interested in determining if we could achieve cost savings on our monograph purchases while maintaining options to add print, so

we instituted a time-sensitive buffer to materials added into our profile. If the electronic version of the monograph isn't released within eight weeks of the print version, it isn't included as a patron-driven option and instead is handled as any other print monograph. This way, we hope to prevent titles from falling through the cracks when they're not released in a timely manner, and to prevent accidental duplication of materials in print and electronic format. This certainly adds a layer of complexity to the process, but since cost saving was one of our main goals, the added complexity wasn't a huge concern. However, this can have a huge impact on your collection development strategy, so be certain to check your policies for collections you don't feel you can alter. Press the vendors for real numbers of releases from key publishers, as this will help you decide whether or not to use PDA.

Setting up PDA at your institution comes with all the complexity of any other licensed product plus a few new twists and turns, but if you have a goal in mind, your decisions become clear rather quickly.

PDA models have, over the past few years, become very similar, and similarly flexible. Maximum costs, subject areas, concurrent users, purchase triggers, etc. are customizable based on your institution's needs. Electronic book content is becoming more ubiquitous with each passing day, and PDA is an interesting way of providing access to the content. Is PDA worthwhile? Ultimately it depends on your mission and your goals, but it is a fun and new way to look at your collections and collection development processes!

More information can be found in these resources:

Spitzform, P., Wiley, L., & Gibbs, N. (March 9, 2011). NISO Webinar: Patrons, ILL, and Acquisitions. Retrieved from http://www.niso.org/apps/group_public/download.php/5927/NISOpdawebinar9mar2011PRINT.pdf.

Polanka, S. (2009). Off the Shelf: Patron-Driven Acquisition. Booklist, 105(9/10), 121. Retrieved from <http://www.booklistonline.com/ProductInfo.aspx?pid=3226359>.

Patron-Driven Acquisition of Publisher-Hosted Content: Bypassing DRM

by **Jason Price** (Science & Electronic Resources Librarian, Claremont Colleges Library)
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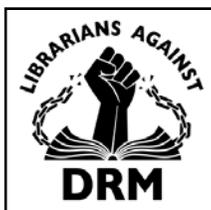
The evidence is in: patron-driven acquisition promotes collection use. Patron-driven purchased eBooks were used three times more often and by more than twice as many people in a 2009 controlled retrospective study across five libraries on the **EBL** platform.¹ Once seen as a heretical approach, the patron-driven model has now been embraced by all of the major eBook aggregators. Library interest and participation in patron-driven acquisition has skyrocketed over the past two years, with more than a dozen PDA-related talks on at the **2010 Charleston Conference** alone. Furthermore, university administrators are keen to fund this purchasing model, given its implications for budget efficiency.

So how many books has my library purchased via patron-driven acquisition from our aggregators? Zero.

Not a single one. Our recent eBook purchases have been either heavily discounted packages (from **Springer**) or via the PDA-like Evidence Based Selection (EBS) model from **Elsevier**. Neither model even begins to employ the sophisticated approach that makes aggregator (or at least **EBL**-based) patron-driven acquisition so attractive.

I find myself speaking at conferences extolling the virtues of aggregator-based PDA, while at the same time explaining to my local colleagues that we haven't bought a single full-price book from our aggregated sources. Accused of being a cheapskate by my aggregated colleagues, I do my best to defend myself. The upshot of my defense?

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I was nicknamed “the DRM-inator.” What does patron-driven acquisition have to do with Digital Rights Management? A whole lot, in my book.

My reluctance to participate in this model, and indeed to purchase full-print list price (or higher) eBooks from aggregators at all, has its roots in the limitations forced by digital rights management (DRM) agreements that aggregators have made with the publishers they work with. “Ownership” of these books does not imbue real downloadability, portability, or archivability.² Many librarians and libraries have accepted these limitations (as my library has for leased collections like **ebrary’s** Academic Complete). However, my early experience with **NetLibrary’s** simultaneous use and printing restrictions, and countless conversations with students and faculty, many of whom still roll their eyes when I try to refer them to any eBook, have created a hopeful monster: the DRM-inator.

The most compelling reasons to bypass DRM by purchasing eBooks hosted on the publisher’s site are practical ones that directly affect usability by limiting portability and/or simultaneous use.

Portability: Aggregator platforms prevent users from working effectively with whole books. They *may* be able to print a chapter or two, but cannot even save these couple of chapters as portable PDF files. To make matters worse, even attempts to print content from more than a chapter or two require digital rights work-arounds like logging out of a browser session and logging back in to get the next two chapters. Although some aggregators tout “downloadability,” downloads are only possible within a proprietary software environment which is effectively an accommodation of “offline” use, rather than the true portability conferred on PDFs of electronic journal articles. Furthermore, DRM restrictions often make it impossible to copy and paste graphics (i.e., tables and figures) from within a single chapter.

Simultaneous use: Early functionality on the **NetLibrary** platform resulted in a lag time between closing a book on one computer and being able to open it on another. It follows from **Zipf’s** law (better known as the 80/20 rule) that a small number of books will be regularly requested by multiple users at the same time. Some current aggregator models (e.g., **ebrary’s** single- vs. multiple-user purchase options) require libraries to predict which books will be in high demand ahead of time, and pay a premium over print list price to avoid simultaneous user restrictions. This approach is antithetical to a patron-driven approach.

A third major DRM-related restriction on aggregator-hosted books has less immediate implications for users, but nonetheless seems likely to affect them in the long run: **archivability and platform portability**. Although libraries “own” the books they purchase on an aggregator platform, there is currently no provision for archiving them in a way that they could be delivered if an aggregator went

against the grain people profile

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IN MY SPARE TIME: Work (sadly).

FAVORITE BOOKS: *Flatland*, *Four Loves*.

PET PEEVES: Closed minds.

PHILOSOPHY: I need a better one.

MOST MEMORABLE CAREER ACHIEVEMENT: 2005 Charleston Table Talk!

GOAL I HOPE TO ACHIEVE FIVE YEARS FROM NOW: Less work, more hiking.

HOW/WHERE DO I SEE THE INDUSTRY IN FIVE YEARS: Focused on access over collections, services over content, discovery over lists. 🌲



out of business or a library chose to end its business relationship with that aggregator. If purchased eBooks were DRM free, they could be delivered to libraries or their trusted archives, then provided to users in the case of these eventualities. It seems clear that ownership should confer rights to move content from one platform to another as governed by appropriate license terms.

One way to avoid these much-less-than-optimal digital rights management restrictions is to purchase eBooks directly from the publisher. Most eBooks that are hosted on publisher sites are DRM-free. They are fully downloadable (at least at the chapter level) and many publishers are providing their content to independent archives like **Portico** or **LOCKSS**. The publishers have presumably taken this much more permissive stance on DRM of content hosted on their own sites in exchange for drawing user traffic there. A few are experimenting with “PDA-like” models (e.g., **Elsevier’s** evidence-based selection), but these are unlikely to ever become universally available, and certainly will never be able to support the more effective sophisticated models that the aggregators are developing. Furthermore, a piecemeal publisher-by-publisher approach cannot support the one-stop shop approach that most libraries want to use for book acquisitions.

Ultimately, we know what our users want in eBooks: the same freedom they have with electronic journals. Most publisher platforms provide this freedom — aggregator platforms don’t. The question at hand then is: **should libraries be forced to choose between broad, sophisticated, effective patron-driven acquisition systems uniquely provided by**

aggregators and DRM-free eBooks uniquely provided by publishers? I hope not, and argue that libraries should insist on having their PDA cake and eating its contents, too!

This argument seems much more reasonable when one considers that there is significant potential for a win-win-win collaboration among libraries, aggregators, and publishers to this end. Each stakeholder stands to gain a significant benefit from the partnership. Let us assume that libraries want to use a sophisticated patron-driven system to acquire content that is DRM-free:

- Libraries could use an aggregator for short-term loans and the eventual trigger of purchases that would lead to activation and ownership of DRM-free PDA eBooks on the publisher site.
- Aggregators would provide the patron-driven system and central billing and cataloging with a link to the publisher version (perhaps in collaboration with the library’s book jobber to associate orders with the library book knowledgebase and truly centralized billing).
- Publishers gain the utility of sophisticated patron-driven systems to drive purchase of content on their platform, and for some this provides incentive to include their content in aggregator PDA portfolios (which is currently lacking for some larger publishers).

There is incentive and benefit for each stakeholder in this system, although it also presents significant challenges. Perhaps the most significant of these are associated with the

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interplay between the aggregator and publisher versions of purchased and not-yet-purchased eBooks. **From the aggregator side**, what happens to discoverability and use of books that have triggered a purchase on the publisher site? Ideally these books remain permanently discoverable on the aggregator site, but being able to continue to use them there would require dual hosting, which has caused problems in the past. Alternatively, these books could be discoverable on the aggregator platform in a **Google** books-like (read-only) fashion, but usage (i.e., copy, print, download) would require transfer to the publisher site, requiring sophisticated transfer functionality in order not to be a nuisance to the user. **From the publisher side**, what happens when a user moves from a book their library owns on the publisher site to one it does not own, and the publisher wants to facilitate use and/or purchase of that book in a patron-driven model? This would likely require sophisticated transfer or activation of PDA back through the aggregator. Although these challenges are significant, the potential benefits for each stakeholder warrant the effort it will take to address them.

It is also important to recognize that this approach could and should be applied incrementally — that is, for those publishers who want to participate in this fashion and invest the necessary resources in its design. For example, a **pilot PDA-to-Publisher system** could include a small group of publishers (say 3-5) that want to try including their content in an aggregator-based system that results in purchase of books on the publisher site alongside other publishers' content that then results in PDA in the traditional manner (i.e., resulting in "ownership" of content on the aggregator site). This initial pilot would involve a similarly small set of libraries that want to experiment with this DRM-bypassing approach.

Ultimately, a simpler solution would be to reduce the restrictiveness of DRM on aggregator-hosted content, which *might* eventually happen. But can we afford to wait?

A final word on discoverability: the elephant in every acquisitions room. We know that the majority of traffic to e-journal content currently arrives via **Google** and other Web search engines. This is not as much the case with eBooks, especially those contained in aggregator platforms. As publishers scramble to optimize their book content for discoverability from the open Web, it seems crucial that

library-purchased eBook content be discoverable in this way. One way to achieve this is to ensure that we own publisher-hosted content, and to seek to leverage traffic to publisher sites to drive acquisition of the content our local users are most interested in. There is no technical reason why this can't happen, even via the aggregators, but it will require concerted effort on all of our parts to make it so. 🐘

Endnotes

1. **Price J.S.** and **J.D. McDonald.** 2010. "Beguiled by bananas: a retrospective study of the usage & breadth of patron vs. librarian acquired eBook collections." In *Charleston Conference Proceedings 2009*. **Bernhardt B.R., Daniels T., Steinle K., Strauch K.**, Eds. Westport, Conn. Libraries Unlimited. (In press) <http://ccdl.libraries.claremont.edu/u/?lea,175>
2. **Paulson K., Morris C., Polanka S., Tracy T.** and **R. Seger.** 2010. "Archiving eBooks: how you can keep what you own if disaster befalls." **Charleston Conference Presentation.**

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Patron-Driven Acquisition: Collecting as if Money and Space Mean Something

by **Peter Spitzform** (Collection Development Librarian, University of Vermont) <Peter.spitzform@uvm.edu>

When we started our Order-on-Demand pilot project at the very end of 2007, we did so because large swaths of our book collections were going unused. A then-recent study of circulation data showed that fully 40% of our books had not been checked out for years after they began sitting on our shelves. While our study predated the economic crash by a year or so, times were nevertheless getting tougher, and we felt that it was only a matter of time before university administrators began to request more accountability for how we are spending our money.

Our grim circulation statistics were hardly representative of our being an outlier. In fact, the **University of Vermont** turned out to have the same rate of (non-) circulation as virtually every other circulation study to be found in the literature, beginning with the famous Pittsburgh Study from 1973 conducted by **Allen Kent**.¹

As the reality of our circulation study sank in, we considered creating a print-on-demand trial. While our central printing office on campus did not own an **Espresso Book Machine**, they nevertheless possessed advanced, so-

phisticated equipment, and they were willing to join us in an experiment to print and bind books from electronic files when (and only when) patrons indicated their need for these titles. It didn't take long, however, to determine that publishers were not making their front-list titles available electronically, and we already owned the older titles they were providing the files for.

Next, we considered what would happen if we were to provide access to book titles we did not yet own, but would commit to purchase at the point of patron need for them. Following an interesting discussion with our rep from **YBP**, who took our ideas seriously, we were able to institute a demonstration project wherein we loaded the MARC records for books from three large, academic presses (**Wiley, Palgrave Macmillan, and Oxford**), link these records to order forms within our OPAC and allow patrons to order the books we did not yet own; we made a commitment to get the books in their hands within three working days from when they placed the order, if their need was urgent (as noted on the online form). We were told that,

as of November 2007, we were the only library in the United States that had instituted a version of what we now know as Patron-Driven Acquisition (PDA) for print books, though our term of choice is Order-on-Demand. We very much wanted to test the hypothesis that books specifically wanted (and ordered) by patrons might have a better rate of circulation than books we obtained in the traditional way (primarily from our shelf-ready books received on our profile with **YBP**).

After three full years in operation, I believe the evidence suggests that this project has been a success, though there is not unanimous agreement about that in our library. Some librarians feel that our collections role should remain unchanged from years or even decades ago, wherein the library should purchase any and all books that fall within our "approval" profile with **YBP** in case there should ever be a need for these books by our patrons. I maintain that while there are students who are undoubtedly disappointed that a book that looks promising is not yet on our shelves, it is more common for patrons to simply order the book when they need it, and pick it up when they are notified that it is awaiting them at the circulation desk. Here are some data about our Order-On-Demand program that might allow you to draw your own conclusions.

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