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Both Sides Now: Vendors and Librarians — Write It Down

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Having been a sales executive with global responsibilities for many years, I spent a considerable amount of time travelling on planes. Anyone who has ever had the pleasure (or not) of lengthy stays aboard a plane travelling at 30,000 feet in the air has inevitably picked up the airline magazine to read. I have never been a fan of those magazines, but given the boredom of flying, a quick perusal of the usually mediocre topics covered in those magazines will certainly help pass the time if one cares to take the time to look at the articles or has nothing better to do.

On one particular flight, after finishing the crossword puzzle in the airline magazine I came upon an article that talked about being able to speak with authority from the grave. “What fun!” I thought and therefore took the chance to examine the article.

The writer was talking about the preparation of last wills & testament so as to being able to direct the dispersion of one’s assets after death. In essence, the author said, you can literally do anything you want with your assets as long as your directions are clearly written down in a legal document. We laugh when we hear stories about people leaving their house, possessions and bank accounts to the family dog after they die, but in actuality they have every right to do so as long as their wishes are clearly spelled out on a legal document.

Many a sister, brother, uncle, aunt, niece, nephew or spouse have been, in their estimation, blindsided by a deceased, wealthy relative who in their will, thought more of Fido, the dog than Irving, the nephew. In this case, Fido will have all the money and Irving will not.

After reading the article, I realized that I needed to construct a will so that my daughter and family would be properly taken care of and

my assets distributed as I intended in the case of my untimely demise.

My Constitutional Law professor in college told the class that “verbal contracts are not worth the paper that they are written on.” Apparently that was a remark made many years prior to my college days by movie maker and Hollywood legend, **Sam Goldwyn**. No matter the source, the sentiment is totally correct. Just like the person who shockingly complains that their “unlocked” car was broken into and their wallet was stolen off the front seat, a verbal contract is a disaster in the making. All it takes is to lock your car which will deter most thieves. Similarly, if the sales rep and librarian write down all the provisions of the impending contract, then the chance for dissatisfaction greatly diminishes.

In vendor/librarian negotiation, both parties need to make it abundantly clear to one another the terms and conditions of what each party’s responsibilities are. What is everyone’s expectations and what happens in the unlikely event of something going wrong? Whether it’s an order for a new database product, a new technology or even a simple renewal, the parties need to review the contractual details. In the library information world, renewals are an integral part of the relationship between the vendor and the librarian. Some vendors include an evergreen provision in the contract with the library that allows for an automatic renewal. By having this provision in the contract, the library and the salesperson basically do nothing at renewal time and magically, the customer is guaranteed another year of that database being available to the patrons of the library. In the case of an evergreen provision, the onus is on the library to say what they want to do in the new subscription year. Say nothing and it automatically renews.

An evergreen provision is the ultimate shortcut for the sales rep and the information professional. And in these times where everyone is busy, one less renewal to worry about may seem to be of interest to both parties. After all, the evergreen stipulates the percentage of price increase and the terms and conditions remain the same, as well. But in the ever-changing world of database technology in the information industry, it seems that a shortcut may prove to be not the wisest choice for either party. Has the technology improved over last year and if so, how is that addressed in the new contract year? Is the designated price increase over last year justified in light of some of the difficulties encountered during the past subscription year? What remedies is the customer entitled to if the system is non-operational for a prolonged period of time? It’s in everyone’s best interest to examine and review before a decision is made to renew by writing an agreement amenable to both parties.

Most information industry companies send out renewal notices 90-120 prior to expiration of the subscription. It is within this time period that the two parties need to get together and hammer out a new agreement. In the case of a renewal, these days prior to the subscription expiration date give the library incredible leverage in the negotiation process. After all, for the aggregator the renewal represents cash flow and continuation of services. Interfering in the timely receipt of any library renewal will cause a bit of pain for the aggregator. To avoid that pain, the vendor is usually willing to agree to terms more favorable to the library. Why should the library give up that edge to the vendor by agreeing to an evergreen clause in the contract? Makes no sense to do so.

For the sales rep, those 90-120 days represent a golden opportunity to not only renew current subscriptions, but interest the library in the company’s new offerings. Selling more products to existing customers is much easier than selling products to prospects who are not customers. People who have a history of doing business with the company are more likely to entertain the notion of adding additional services due to their comfort level of past satisfactory dealings. And of course, this is the time to “write it down!”

The great Canadian song writer and performer, **Gordon Lightfoot** wrote, “If You Could Read My Mind.” The lyrics go “If I could read your mind, love, what a tale your thoughts could tell...” In the art of negotiations, since we cannot read each other’s minds, writing down the terms and conditions will eliminate misinformation and distrust and will ultimately produce a mutually beneficial relationship between the two parties that should last for many years. 🐾

*Mike is currently the Managing Partner of **Gruenberg Consulting, LLC**, a firm he founded in January 2012 after a successful career as a senior sales executive in the information industry. His firm is devoted to provide clients with sales staff analysis, market research, executive coaching, trade show preparedness, product placement and best practices advice for improving negotiation skills for librarians and salespeople. His book, “**Buying and Selling Information: A Guide for Information Professionals and Salespeople to Build Mutual Success**” has become the definitive book on negotiation skills and is available on Amazon, Information Today in print and eBook, Amazon Kindle, B&N Nook, Kobo, Apple iBooks, OverDrive, 3M Cloud Library, Gale (GVRL), MyiLibrary, ebrary, EBSCO, Blio, and Chegg. www.gruenbergconsulting.com*

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