

HANGING ON TO WHAT WE'VE GOT: ECONOMIC AND MANAGEMENT ISSUES IN PROVIDING PERPETUAL ACCESS IN AN ELECTRONIC ENVIRONMENT

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A national library perspective of the challenges presented by electronic journals. The rapid growth of electronic material, increasing use of licensing agreements and the problems of access, control and archiving.

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There is a song by the Four Seasons called 'Let's hang on (to what we've got)' and it is this title that I want to take as the theme for my paper.

I am not a technical expert, and many of you will know far more about the practical day to day problems of managing both printed and electronic journals than I do, but I intend to range generally over some of the broader management issues which come to mind when considering how best to cope with the numerous challenges presented by electronic journals in particular. Inevitably, my perspective is from the point of view of a national library responsible, amongst other things, for both collection development and document supply on a large scale.

"All shook up"

So what is it that we've got; what is it that we want to hold on to? I'd like to quote from an article by Paul Harwood of Swets UK:

"The challenge of the next 10 years is going to be the management of chaos, as we seek to benefit from the enabling technologies while still grappling with the legal, sociological and technical issues".¹

It's a very turbulent and volatile time in the world of publishing and information technology and particularly in the journal publishing industry. We have had hundreds of years to come to grips with the vagaries of printed items, with the strengths and weaknesses, good points and drawbacks of paper. We feel comfortable with the production, distribution and use of printed material. At a push we can even cope willingly with microform. The first scientific journals appeared approximately 200 years after the invention of print, but it is only 20 years or so since the feasibility of electronic journals was first mooted. We are accustomed to printed issues, we know how to use a book or a

serial, we know what sort of information a journal issue will contain and we as readers and librarians are experienced at browsing, sifting and extracting what is necessary for our information needs.

"Multiplication - that's the name of the game"

The lives of all of us have been affected by the arrival of the computer, both at home and at work. Within the library environment the management of journals collections is being transformed. Keeping track of the numbers of electronic journals is difficult, since the situation seems to change daily. The first edition in 1991 of the *ARL Directory of Electronic Journals, Newsletters and Academic Discussion Lists* contained 110 electronic journals and newsletters. By the 7th edition in 1997 the Directory included over 7000 entries in total - journals, newsletters and professional e-conferences, all accessible via the Internet. Of this 7000, there are 3400 serial titles, twice as many as in the 6th edition. Of the 1465 categorised as e-journals, 1002 are peer-reviewed and 708 charge in some way for access. (In the 1996 edition, 47 journals were peer reviewed and 168 were only available on a fee basis.) Scientific journals constitute the greatest number of entries in the journals section (29%) with 14% categorised as arts and humanities titles and 28% in the social sciences. Another source of information is the *NewJour Archive*. Although many electronic titles refer to newsletters, hobby magazines or electronic versions of established print journals, we are increasingly seeing the arrival on the scene of solid peer reviewed academic research level titles which have never been produced in a printed version. Two of the earliest and best known are *Psycoloquy*, published by the American Psychological Association and the *Online Journal of Current Clinical Trials*.

It is clear that new journals are now being published in electronic format to an increasing extent, as a mainstream alternative to paper. Publishers are hurrying to convert their print journals to electronic form. New pricing formulae are being developed and new terms and conditions of use are being proposed. In addition the nature of access to information is changing rapidly with the emergence of the Internet and the WWW. It's a mad scramble and both end-users and intermediaries are struggling to keep up.

"Keep on running"

Those actively involved with the provision of information are having to run to keep pace with a dynamic, ever-changing world picture. The phrase 'electronic journal' itself covers a wide range of material, from scholarly journals through popular magazines and newsletters to newspapers. We are faced with electronic-only items, electronic versions of titles which were previously produced on paper, and simultaneous production of both printed and electronic versions (parallel publishing). The medium of transmission can be CD-ROM, online, or via networks. Some can be loaded onto a campus or site computer, while others are accessed remotely. In terms of price, they can be free, subscription-based, per use based or licensed for access.

Licences

Chief among the new challenges facing libraries and information providers is the crafting of agreements with the owners of digital information that adequately ensure that libraries are able to continue to serve the needs of their users in a comprehensive and timely manner. Agreements covering the acquisition and maintenance of traditional paper collections are inadequate in the digital context. In general, digital material is not purchased from the provider, but licensed by the library from the provider. As many librarians responsible for collections know only too well, licensing agreements are often complex and lengthy documents, filled with unfamiliar terminology, with which staff have to be trained to cope. One of the real problems faced by libraries is that publishers' licences and pricing structures can be varied - differing between site, region and library type - and involve a fair amount of staff resource in understanding and then monitoring their implementation. As yet there would appear to be little consistency between publishers, although there has been some work on the drafting of a model licence. A combined JISC/Publishers Association Working Party has come up with a proposed version of an 'umbrella' model licence for use in the UK academic community, covering electronic materials, which individual publishers could employ. It is a generic tool intended to cover different products and different types of use,

leaving a limited number of commercial issues to be added by different suppliers. Its reference is:

<http://www.ukoln.ac.uk/services/elib/papers/pa/>

When faced with such documents, many librarians feel the need for guidance. For practical advice about coping with licence agreements, I would refer you to an extremely useful Web site, run by Yale University Library, and called 'Liblicense'.

<http://www.library.yale.edu/~llicense/index/shtml>

At this site you will find an 'Analysis of Licensing Agreements for Digital Information', a collection of terms usually found in licensing agreements, together with a discussion of the pros and cons of specific language in such agreements, plus examples of provisions that are unduly burdensome or which do not adequately reflect the needs of libraries in providing digital information to their users. The explanations and advice are couched in plain English and are eminently useful.

Points to consider

Provisions describing authorised uses and users of licensed digital information are the core of such agreements. They set out who may access the information, when users may access it, and what they can do with it. These are important issues to keep in mind when negotiating usage provisions. Limitations on the library's or its users' rights to copy portions of licensed material are particularly troublesome. It is unwise to agree to limit uses that the library is normally expected to accommodate.

As mentioned above, most libraries now have many licence agreements, each with differing termination dates. Unless procedures are developed to track termination dates and automatic renewal provisions, libraries are likely to end up with unwanted renewals. The best strategy is to modify the proposed agreement to require the owner of the digital information to give notice of impending renewal dates.

Many existing licences contain clauses that allow for almost immediate termination of the contract by the information provider if there is a breach of usage conditions by a user of the library. Any clauses that allow this to happen should be

avoided - many libraries have little control over their patrons, and moreover, these library users are not parties to the agreement. It is unwise to allow the actions of third parties not under the licensee's control to determine the library's access to materials. A phrase such as "The licensee will take reasonable steps to inform its users of licensor's restrictions on their use of the licensed product" is much more realistic.

Monitoring use is another contentious area. The providers of digital information often want assurances that their materials will be accessed and used only in accordance with the terms of the agreement. They may also want libraries to collect data on users and usage. Libraries should agree only to implement reasonable checking procedures. Monitoring use raises fundamental concerns about infringing users' rights to privacy. In addition, such monitoring can be expensive in terms of hardware and software, plus the time to review and analyse the data collected. Great care should be taken before agreeing to any such requirements.

NESLI

Licence schemes are not all bad, however, and the original Pilot Site Licence Initiative in the academic community went a long way towards introducing an acceptance of electronic journals in the university environment. Phase 2 of the national site licence, known as NESLI, is due to go live from January 1999, to run for 3 years, sponsored by JISC. In contrast to phase 1, there will be no top-slicing of funding council budgets with NESLI. The aim of the project is to operate on standard commercial principles, with universities purchasing electronic journals as a large consortium. One predicted advantage of this second phase is that an intermediary, the so-called Managing Agent, will act as an interface for dealing with multi-publisher deals, licences, access terms and security. Licensing terms will be standardised as far as possible, which can only be good news for librarians. As yet, we do not know which publishers will be participating in NESLI, but several UK-based publishers have already expressed interest in being involved.

One important issue that has already arisen in the academic world is the accessibility of electronic materials to students studying in a

university library different from the one at which they are registered, during their vacations. Undergraduate and postgraduate students following taught courses at UK and Irish universities are normally granted reference use of other university libraries free of charge during the vacations of the host university, but such a scheme does not apply to access to electronic sources of information. As students come to rely more and more on such electronic tools, they will increasingly feel disadvantaged in their studies during vacation. This is an issue which SCOUNL is tackling.

The BL experience

The British Library has currently signed agreements with 16 publisher groups, covering more than 3000 journal titles, to enable us to store these titles (although we are not yet doing so), and transmit items electronically from them. As a result of close bargaining and the commitment of a large amount of staff time to this undertaking, most of the licences signed are fairly similar. It is detailed, painstaking work.

"Can't get used to losing you"

One major and obvious difference between printed journals and electronic journals as far as libraries are concerned is that in the electronic situation there is nothing tangible (except for hand held electronic items) to put on library shelves and to keep for posterity, particularly when a subscription to a title has been cancelled for some reason. The need for less space is clearly advantageous in terms of accommodation requirements but the loss of access to past issues is patently not in researchers' or librarians' interests. Once selected and paid for, paper issues are ours for keeps, provided that they are suitably well cared for and preserved. Publishers do not come along with large removals vans to take away our back issues just because we have ceased subscribing currently to particular titles. Yet the equivalent is what is presently happening with some publishers of electronic journals. In spite of having paid an annual subscription for many years, librarians can no longer assume access or ownership in perpetuity. The cancellation of a subscription closes the door to access to past years' issues in the electronic environment. The leasing

relationship does not guarantee access to materials previously subscribed to.

There are however some more library friendly approaches developing. A recent example is that of the American Meteorological Society which in its terms of agreement document states "Upon termination for non-renewal of a subscription, [the] subscribing institution may continue to use and access those journals to which it previously subscribed, subject to the terms and conditions contained herein. In the event that AMS determines that it will no longer provide the journals over the WWW, AMS may provide [the] subscribing institution with access to said subscribed journals in another searchable media format selected by AMS at its sole option".

So the situation, although complex to manage, does appear to be becoming slightly more reasonable from the point of view of the librarian, although there are still far too many restrictive, and over priced offers around, and there are still many battles ahead. Very few of the electronic publishing initiatives to date has resulted in significant savings for libraries. Those publishers offering electronic and print subscriptions tend to sell them for a 'bundled' price, usually in the order of 10-30% over the price of the printed version alone. Libraries are reluctant to give up their paper subscriptions and are purchasing (when they can afford to) electronic versions in addition to the paper copies and are actually spending more at a time when acquisitions budgets continue to be severely squeezed.

When it comes to making electronic journals available to users in the workplace, librarians are frequently being asked for the passwords needed to access specific titles, a continuing drain on staff time. Librarians are not happy at having to impose restrictions on who can and cannot make use of electronic material in their libraries, which, if it were in paper format, would be open to all. Indeed, librarians are often not able to impose restrictions - such a step is frequently running counter to the desire to open up libraries beyond the barriers of institutional membership. Trying to identify and then control members of a legitimate user community, whether by password and ID or with IP filtering is cumbersome. Such a role sits uncomfortably alongside the more traditional function of open communicator and facilitator of information.

