

INFORMATION STANDARDS QUARTERLY  
WINTER 2014 | VOL 26 | ISSUE 4 | ISSN 1041-0031

# ISQ

TOPIC

## LICENSING OF DIGITAL CONTENT

REFLECTIONS ON LIBRARY LICENSING

LINKED CONTENT COALITION  
FRAMEWORK FOR RIGHTS  
MANAGEMENT

ONIX FOR PUBLICATIONS LICENSES

THE SHARED ELECTRONIC RESOURCE  
UNDERSTANDING (SERU)

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# 2015

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## LETTER FROM THE MANAGING EDITOR

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Licensing of digital content has been a complex—and contentious—issue since the advent of the first e-journal. While much understanding and experience has been gained since then, greater diversity in types of e-content and technology advances continuously add new challenges to licensing. Libraries are now acquiring e-books and adding streaming audiovisual and multimedia to their collections.

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**Publishers are issuing more granular content and supplementary material, both as separate products and as add-ons to existing products.** Open access has exploded on the scene, including hybrid journals that contain both licensed and free material. Institutional repositories are growing by leaps and bounds. Libraries are increasingly using indexed discovery systems to search across all their e-content simultaneously. Universities are expanding their user base to remote-only students and even globally with MOOCs. And users are continuously inventing new ways to use, re-use, and mash-up content that neither libraries nor publishers could have envisioned at the time of license negotiation.

In this themed issue of *Information Standards Quarterly* on licensing of digital content, **Ann Shumelda Okerson** provides her *Reflections on Library Licensing*, describing both the advancements that have occurred in digital content licensing over the past decade and the remaining and new challenges that we need to address.

*The Linked Content Coalition* is a relatively new project created by a global consortium of media and publishing businesses joined with standards bodies and registries. While not explicitly about licensing, the identifiers and metadata related to usage rights that LCC expounds are critical to the ability for machines to manage, distribute, and display rights and licensing information. **Todd Carpenter** discusses how the group aims to make it possible to manage and access online rights information seamlessly across all types of media.

**David Martin** authors a standard spotlight on the *ONIX for Publication Licenses* specification from EDItEUR. While this standard has been around for over five years, several recent developments may help make its adoption finally take off.

NISO's Shared Electronic Resource Understanding (SERU) recommended practice, presented as an alternative to a formal negotiated license, was updated in 2012 to expand its use beyond e-journals. **Adam Chesler** and **Anne McKee** review in *SERU: Six Years and Still Going Strong*, how this approach continues to grow in use.

Much progress has been made in processes, standards, and tools related to licensing of digital content, as this issue of *Information Standards Quarterly* illustrates. Much work remains to be done, though, in greater adoption of standards and to keep up with the ongoing changes in the ways content is delivered and used.

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*Cynthia A. Hodgson*

Cynthia A. Hodgson | ISQ Managing Editor

# ISQ

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## NISO

How the information world  
CONNECTS

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# Reflections on LIBRARY LICENSING

ANN SHUMELDA OKERSON

## Background

*The way libraries acquire basic content for their readers has been completely upended in the last two decades. I have worked in research library collections and acquisitions through most of that period, from the days of the first subscriptions for electronic journals. The old days were good—or at least we had understood for decades how the rules worked: libraries purchased a book (or journal or microform or other tangible format) and, under the right of first sale in the US Copyright Act, they placed it on a shelf and users borrowed the item and returned it, until/unless it fell apart years later. At that point, the library could purchase another copy, or make a reproduction as permitted within Section 108 of the US Copyright Act. Life in library acquisitions proceeded as in a production shop: orderly and careful.*

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No more. In this rapid electronic environment, content providers are pressed to enhance and update existing products or to produce competitive new products, with ever-increasing functionality and with great uncertainty about what users will pay for and how much they will pay. At the same time, numerous new producers are entering the electronic marketplace. We are living in an information Wild West, which can put libraries and publishers face to face on Main Street at high noon, often without the third-party subscription agents or book jobbers we used to depend on.

Increasingly, libraries gain access to electronic content with a bundle of sometimes confusing and customized rights of use, often without the benefits of ownership. Those rights are codified in a license, which is notionally a contract between two parties: a willing buyer and a willing seller (in the library case, between it and the information provider). Under license, the institution has those rights that are expressly an agreed part of the contract. As all the stakeholders know, there are pros and cons and serious issues along this new path, which will be with us for many years to come. The expertise that library (and publisher) staff nowadays need in order to acquire materials has been ramped up. In addition, academic authors have jumped into the mix, adding to newness and complexity. Exciting? Yes. Headache-making? That too.

### How did we get to this place?

Why are we not using copyright law to govern today's electronic information transactions? There are a number of reasons. Many authors and publishers feel that copyright law does not effectively address issues specific to this new world, wherein users have the advantage of high-powered copying and instantaneous redistribution technologies. Today, in theory, it would be possible to distribute worldwide thousands of copies of a digital information object in seconds. Copyright does not protect materials in the public domain, yet many publishers are packaging public domain materials in new digital ways and looking to monetize the added value—copyright law by itself can't help them very much. In these kinds of situations, licenses can help information providers gain some control over and income from electronic materials. And licenses are not as vulnerable to ongoing legislative changes as copyright-protected materials may be.

How do we know if the licenses offered are good ones? The most objective test is the market's test: do the offers find takers? As long as they do, the market is telling the content providers that they are successful. One common response of libraries to seemingly expensive materials with imperfect terms of use has been to license joint deals for coherent groups of institutions—and library consortia are now common participants on the users' side of contractual arrangements.

So we now see consortia/publisher agreements that reach not merely into the millions of dollars but the tens of millions of dollars per year in a single negotiation. Not infrequently, government and funding agencies have become interested in supporting electronic resource negotiations, with the goal of delivering access to all the citizens or researchers in a given discipline, state, or nation. In those scaled-up situations, the pressure to secure a contract is increased. The volume of generated business is attractive to publishers, as is the time saved in not negotiating with numerous individual institutions. Buyers get a better deal. All this is serious business, bearing little resemblance to standard library book or serial purchasing.

When I took up an academic position as Director of Collections Development at a major institution in the mid-90s, one of my first tasks was to review and sign a renewal contract for a major database, at that time delivered via text format (the web had not quite taken hold yet). Totally without licensing experience (though with experience of reading other types of contracts), I was in the same position as most of my colleagues at the time—vastly underpowered for this new assignment. Imagine my surprise as I read the contract renewal terms: "No reproduction may be made from this resource by any means, mechanical or electronic." I phoned the provider: "Does this mean that if my user copies citations with pen on paper, s/he is in violation of the license?" "Yes," I was told, "but why not just sign—this will



**The license defines every aspect of the business arrangement, such as what users can do with the property; where, when, for what costs; and what both parties commit to in the deal.**

be the library's fourth renewal." And thus it began. Happily, the publisher was pleased to discuss what a reasonable substitution would be. I cited snippets from Section 107 of the US Copyright Act (Fair Use) by way of example, and we adjusted the contract. It was an exciting moment—to have the opportunity for serious and productive discourse with the "other side" and to begin a process of mutual education.

Unfortunately, not all publishers were as open minded and willing, and some language had been written by cadres of lawyers who had no idea what libraries and users were about. Over the years, many colleagues have spent endless hours in intractable negotiations, starting with lousy user terms that have been changed only with sweat and tears, and sometimes over a few years. These kinds of experiences led a number of organizations to issue useful licensing principles<sup>1</sup> and model licenses.<sup>2</sup> Over time, there have been many advances in the real benefits publishers allow for users.

### Should we prefer copyright or license?

Copyright and licenses (contracts) share certain characteristics. Both accept the existence of the concept of intellectual property, where rights include those of the property owner and of the user and or purchaser. They are also very different. Copyright law is the law of the land. It varies widely across national borders, changes from time to time, and tends to be high in principle and low in specificity in certain crucial points. US copyright law, for example, famously guarantees the right of "fair use," outlining high-level generalities about what criteria we should use for determining whether a given use is fair. Licenses are transaction-specific, and in the US contracts are governed at the state level.

As time passes, we may be able to develop copyright laws that dispense with the need for e-resources contracts, though I am skeptical. And this may not be the best outcome. We may be most successful when the law is paired with thoughtful, well-written contract language, firmly grounded in copyright principles. A license also includes important provisions that are not copyright-related: agreements about pricing and other business terms, content inclusion, who are the customers, and much more. The license defines every aspect of the business arrangement, such as what users can do with the property; where, when, for what costs; and what both parties commit to in the deal.

A good license also makes clear the conditions under which it is to be enforced, e.g., specifying the jurisdiction in which legal action would be taken. But it's worth emphasizing that library license agreements have rarely—perhaps indeed never—been made the basis of litigation among major parties.

Licenses can restrict rights granted by copyright (undesirable from the library point of view), can incorporate

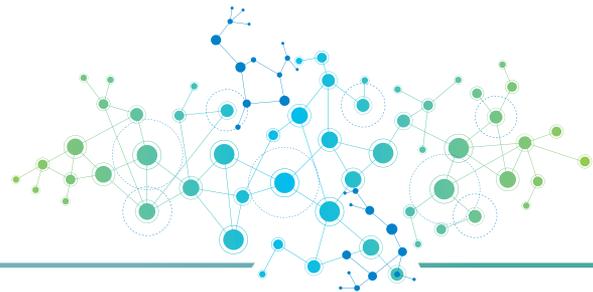
copyright definitions and principles (such as interlibrary loan or fair use), and can clarify and even extend rights granted by copyright. (If a license fails to address a specific reader right, copyright then provides the answer by default.)

### These days, it's all about rights

These days everyone's interested in his or her rights. Authors often want to hold on to copyrights rather than transfer them outright to publishers; publishers want to keep control over use, future use, and revenue; and libraries insist on gaining the rights to use materials broadly—in numerous ways for teaching, scholarship, research, and collaboration with other libraries. Library users demand the right to download, share, and re-use information. And universities are increasingly seeking to become globally visible *and* to influence the economics of the industry by asserting ownership of the works of faculty and staff—or at least controlling the character of outlets that their colleagues may use.

### Authors

While not at the core of academic business, commercial authors are nonetheless important contributors to newspapers, magazines, trade books, and other materials that libraries make available and readers need. Over recent years, many of these authors have pushed back at some practices of their publishers. See, for example, *New York Times Co. v. Tasini*, which was finally decided in favor of the authors by the US Supreme Court.<sup>3</sup> In this case, members of the National Writers Union brought successful suit against five major publishers, charging copyright infringement when the freelance authors' previous works were licensed for re-use in electronic databases without explicit permission or



Today, in theory, it would be possible to distribute worldwide thousands of copies of a digital information object in seconds.

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payment. Through recent court actions against the HathiTrust, the Authors' Guild and two other plaintiffs asserted, unsuccessfully, that authors' rights had been infringed via the Google Books Project.<sup>4</sup> Without a doubt, as a result of these and other actions, author/publisher contracts have been closely scrutinized by both sides and revised so as to give both what they need in a digital age.

The motivations of academic authors, particularly those writing journal articles, are as intense as those of commercial authors, though generally less from financial need. In the majority of situations, academic authors wish to assure that their works are widely available, distributed, and re-used. Those who in the solely print environment automatically signed standard publisher copyright transfers now have different requirements and expectations. These days, an author-reader of "traditional" copyright release forms is likely to observe that the publisher, in effect, requires a transfer of all rights, leaving the author possibly unable to use the work freely in the classroom, or to post publications on his/her own website, in an institutional repository, in a subject repository elsewhere, or in a mandated site (NIH, for example), to name some common situations. Open access, with a growing number of assorted mandates (by institutions, funding agencies, or governments), and with strong organizational impetus (SPARC<sup>5</sup> and ARL,<sup>6</sup> for example) and personal advocates, has also had a powerful effect on the old copyright transfer form.

The Creative Commons was founded in 2001,<sup>7</sup> explicitly to help authors license their works freely for certain uses, under certain conditions, or to dedicate them to the public domain. An author could develop his/her own license and present it to a publisher, but Creative Commons offers a standardized set of vocabulary, definitions, and tools with ongoing updates, as well as a growing user base. In this changing landscape, a growing number of publishers accepts and even offer "license to publish" agreements to authors. Some publishers are routinely using Creative Commons licenses such as CC-BY, the Creative Commons Attribution 4.0 license.<sup>8</sup> For example, this is the case for all journals participating in the global High Energy Physics open access project, SCOAP3.<sup>9</sup> For the most part, materials covered by such licenses are freely enough available to libraries—and are meant to be—without complex negotiations or money changing hands. But they can still require at least the application of local education in making sure that the terms of use are understood and respected, and in making library users aware of what can be very valuable resources by incorporating them in library catalog and discovery systems.

To be fair, it is possible—and some publishers do this—to use a copyright transfer form that gives back to academic



**The Creative Commons was founded in 2001, explicitly to help authors license their works freely for certain uses, under certain conditions, or to dedicate them to the public domain.**

authors all the rights they might possibly want (at a given point in time), while leaving the actual ownership with the publisher. Such publishers observe that, in the event of dispute, it is more effective to retain large sets of rights, which enable them to take action against abusers. However, where an academic author is willing to manage his or her copyrights, the position of ownership is the stronger one.

### *Publishers*

Wikipedia defines publishing as:

*"The activity of making information available to the general public...Traditionally, the term refers to the distribution of printed works such as books (the 'book trade') and newspapers...With the advent of digital information systems and the internet, the scope of publishing has expanded to include electronic resources, such as the electronic versions of books and periodicals, as well as micropublishing, websites, blogs, video game publishers, and the like."*

More important is their description of the publishing function:

*"Publishing includes the stages of the development, acquisition, copy editing, graphic design, production...and marketing and distribution..."<sup>10</sup>*

Long-time academic publishers have made or are making the digital transition, often very successfully. Additionally, the last two decades have seen rapid development of digital communications technologies and tools that entice new entrants into the publishing arena. There are start-ups that deliver formal, for-pay journals (author or



The digital revolution has given the owner of a laptop, tablet, or smartphone powers unimaginable twenty years ago. Hundreds of millions of those users have learned to expect information at their fingertips in an instant, malleable to their every wish.

subscription funded—many being open access) and databases; university initiatives; collaborative works; and self-published “grey literature,” to name some. A recent high-visibility topic is that of “Libraries as Publishers.” Libraries in academic settings, in response to user needs (students or faculty), their own needs (digitizing collections, e.g., to preserve them or make them accessible to users), or those of their universities (visibility) are now creating sites that range from informal “attics” to carefully curated materials to partnerships on campus (with university presses or IT centers), and wider partnerships. A few are even able to provide publishing services in response to RFPs from outside organizations.

All types of academic publishers, old or new, share similar desires: get the work out and find sustainable ways to support it—whether through charging fees to writers or libraries; or re-allocating institutional resources such as time, tools, and expertise; or finding backers. All want to be sure of the right to produce and make available their work; none want the work to be abused, whether financially or morally. Today’s variances are in investment to be made in acquisition, writing, editing, production, and marketing. Formal publishers are likely to do all these things; most library publishers will do some of them but not all; individuals may do even fewer. However, all share a desire to control their product, protect their investment, and be seen as responsible agents. Licenses can offer the most satisfactory way to achieve those goals.

### *Libraries and their end users*

The digital revolution has given the owner of a laptop, tablet, or smartphone powers unimaginable twenty years ago. Hundreds of millions of those users have learned to expect information at their fingertips in an instant, malleable to their every wish. They have learned how to get a lot of academic information at seemingly no cost. Whatever is *possible* begins to feel like a right. Their expectations often come a cropper when they encounter carefully curated digital resources measured out in teaspoons and hedged with restrictions on copying, quotation, and use. Limits on simultaneous users or on quantity of copying or downloading begin to seem unnatural intrusions on an important cultural and academic freedom. Accordingly, there is often a great tension between the terms on which publishers are comfortable distributing information and at least some of the expectations that users bring. It is reasonable to expect libraries to be forthright, if not downright aggressive, in seeking terms of use that allow the maximum flexibility and interoperability of information use. The history of the last two decades tells us two slightly conflicting things: that it is possible, through good-faith negotiations in a spirit of collaboration, to find ways for publishers to be comfortable granting terms of use far more generously than one might have imagined, and that it’s very difficult to imagine publishers—seeking to meet their costs through revenue from the users of their products—ever being able to meet fully the desire for instantaneous, transparent, freely manipulated information of every kind.

## Types of licenses

### *Shrink or click*

The commonest forms of end-user licenses include some that libraries prefer not to go near—but are part of many everyday lives. These are what we call contracts of *adhesion*: “take it or leave it” licenses, e.g., the “shrink wrap” licenses that took their name from the protective coating on the boxes in which software may be delivered.

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Such licenses are presumptively agreed to when the purchaser rips open the wrapping. These have been largely supplanted by the “click through” licenses that pop up as an online dialog box prior to installation or use. We see these less frequently in institutional settings. They may be legally binding in the US, but there has been no definitive legal tests of that. When encountering such language today, librarians generally go back to the publisher and insist on negotiating something that meets current professional standards. Similarly, the individual one-user license is not a practical reality for library settings where resources will get serious use.



**Keen interest on all sides in the development of open access publishing leads to new emphasis on usage information.**

### *Site licenses*

Most commonly, as individual institutions or in groups, libraries seek to negotiate “site licenses,” tied to the physical or virtual facilities of the institution(s) and its/their constituents. While these may notionally be limited to the campus of a university, all such licenses nowadays recognize the practices of institutional users working off-site and connecting to the resources through proxy servers or virtual private networks. As well, site licenses generally recognize that branch libraries, branch campuses, and campuses abroad exist; how publishers choose to charge for these, or not, is often a critical part of negotiations. A vexing piece of negotiation is finding a way to measure the quantity of use and to match price to that quantity. For example, one measure of reference has been “historic spend,” wherein the publisher assesses how much an institution had previously spent on its print resources; another measure might be the FTE count of some or all of the user population—faculty, faculty plus students, students alone, faculty-students-staff, or some combination. Such practices are increasingly challenged by institutions offering large distance/online learning programs, whether for tuition-paying (and thus FTE-countable) students or for the global public (as in a MOOC). In general, libraries aim to retain the right to define (according to institutional measures) and authenticate users into the system and resist such cumbersome practices as providing publishers with regularly updated lists of authorized users. (Outside the US, the consortium idea has led to near-national site licenses. For example, it has proved possible in countries such as the UK and Canada to gain terms effective across much of the tertiary education sector of a nation. In such cases, government or significant foundation funding may have kick-started the arrangements.)

### *Access in developing nations*

Outside the US, one heartening movement has seen the growth in developing nations’ initiatives in content licensing. Publishers recognize the high value that their content often has in economically and societally challenged settings, where normal pricing would effectively prevent dissemination and use. Various initiatives have made it possible for researchers and libraries in developing countries to have favored access to important resources at little or no cost. Hundreds of publishers voluntarily participate in initiatives led by various UN organizations under the banner of Research4Life,<sup>11</sup> and individual providers such as JSTOR have also mounted their own initiatives.<sup>12</sup> NGOs such as eIFL and INASP, along with others, work in developing countries on a large scale.<sup>13</sup> The basic terms

of licensing may remain essentially the same: what differs is mainly the price. Some programs are free while some initiatives have tiered pricing: free to a small number of least advantaged states, deeply discounted to a group of others, etc.

### Who you gonna call?

Even with the growing skills being brought to bear on negotiations, there is need for a still higher level of expertise. Conditions, practices, laws, and regulations change; publishers innovate; and user expectations develop. Various institutions have developed and published “model licenses” that set out in clear form what concrete license language and terms can look like in order to achieve libraries’ purposes. Since 1997, I have coordinated the *LIBLICENSE* Project, which has three components: (1) a website rich in general resources on licensing, (2) a lively discussion forum where current issues are reviewed in real time, and (3) model license language and software to support creation of new license agreements.<sup>14</sup> The Project’s first Model License dates to 2001, and at the same time it created and made freely available software to allow for do-it-yourself customization of academic libraries’ best practice licensing language to produce contracts for specific situations. There have been various revisions, most recently the November 2014 rewrite<sup>15</sup>—the most ambitious in our history, based on broad consultation with stakeholders. We are at present working to incorporate the wisdom of this document in a new generation of shareware DIY license-writing software. Throughout, this Model License respects and relies on industry standards and best practices.

### Current issues in licensing

The work on the *LIBLICENSE* Model License has arisen from, and in turn sharpened, awareness of newly emerged issues facing those who negotiate and manage academic e-resources licenses. A few new topics include:

#### 1 Text and Data Mining (TDM, Content Mining)

During revision of the Model License, this area received the most comment and interest. Users are increasingly interested in being able to reach into datasets of every sort and ask customized, sophisticated questions—more than just “searching the archive.” The more sophisticated users want to be able to pull information from multiple datasets at once, to find correlations and connections that can never be found in one set alone. So research library contracts need language designed to allow for broad and flexible use, without users becoming trapped into enumerating specific cases and asking permission. There should be explicit license rights to engage in TDM for scholarly and educational purposes, to share the results in scholarly



The new *LIBLICENSE* Model License aims to be format-neutral, i.e., to be applicable not just to e-journals, but also to other scholarly electronic formats such as books, databases, reference works, AV material, and so on.

work, and to make outputs (effectively, new, derivative datasets) available for use by others. There is a need for arrangements that allow users to download the data directly, rather than depend on a vendor-provided API. (The publishers often resist this, sometimes out of a desire to retain control of the data, but also perhaps to observe and learn from the kinds of queries pursued.) In some cases, publishers have attempted to levy extraordinary charges for the supply of copies: thus, more negotiation is needed. TDM is these days a contentious issue between many publishers and their customers.

#### 2 Use in Discovery Systems (“Content Neutrality”)

As sophisticated discovery systems developed by publishers or third parties allow users to reach into their libraries’ content resources for information of interest, it becomes necessary to require publishers to provide to the licensee’s discovery service vendors, on an ongoing basis, the citation and descriptive metadata (subject headings, abstracts, keywords) and full-text content necessary to facilitate optimal discovery. Here, as everywhere, time no longer marches forward but rather sprints, so the new Model License needed to be reviewed in light of the most recent NISO Open Discovery Initiative release and also industry practices.<sup>16</sup>

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### 3 Author Rights

There is increasing interest in ensuring that institutionally affiliated authors are able to re-use their own works for scholarly and educational purposes and to deposit their works in institutional or other open repositories. The Model License reads, in part, that institutional authors “shall retain the non-exclusive, irrevocable, worldwide, royalty-free right to use their Work for scholarly and educational purposes, including self-archiving or depositing the Work in institutional, subject-based, national, or other open repositories or archives (including the author’s own web pages or departmental servers), and to comply with all grant or institutional requirements associated with the Work.” We have taken guidance here from the Model Authors Rights language endorsed by the Association of Research Libraries.<sup>17</sup>

### 4 Open Access Reporting and Article Processing Charges (APCs)

Keen interest on all sides in the development of open access publishing leads to new emphasis on usage information. The Model License language now asks providers to report annually on the number of open access articles published and encourages good-faith discussions about subscription fee impacts, with a goal of reducing such fees in proportion to the amount of open access (particularly APC) revenue received. The goal is to manage the economic impact of local open access authorship in a way favorable to the research and library communities and to watch for double-dipping (where publishers, inadvertently or otherwise, charge twice for the same publication). Recent announcements from Jisc regarding their “Total Cost of Ownership” approach<sup>18</sup> suggest it is possible to reach agreement in contract negotiations.<sup>19</sup>

### 5 Confidentiality and Privacy

The realization that digital data make institutions and individuals vulnerable to loss of cherished security has pumped substantial energy into discussions of these related issues. We speak of confidentiality when it comes to maintaining control over data about the licensing deal and its operations—e.g., over handling of usage statistics, financial terms, and institutionally privileged data. Those concerns can be intense but pale in comparison to burgeoning global concern over information privacy. In academic settings, normal concern over privacy of personally identifiable information extends as well to a need to maintain the integrity of the research process. Privacy concerns are leading, as well, to divergent legislation and government practices around the world,

making it harder for information providers to establish a single set of protocols to apply everywhere. The Model License was able to address some of these issues, but much more time needs to be invested in this issue in the future, by all stakeholders.

### 6 Other Issues

Experience has taught libraries to seek additional or updated licensing provisions and we have attempted to address them in the new Model License. For example:

#### » Perpetual Access

Licenses increasingly include affirmation of right of perpetual access to licensed resources—essentially that access should continue for resources that libraries previously licensed/paid, even if the resource is discontinued, the library cancels its active subscription, or the resource changes publishers. In the latter case, library licenses these days include clauses requiring the transfer of obligation, when the intellectual property managed by one publisher is acquired by another; the *Transfer Code of Practice*<sup>20</sup> is the standard here.

#### » Holdings Lists

Libraries may wish to seek the right to obtain itemized holdings lists annually or on request, in KBART-compliant format.<sup>21</sup> This may be of especial interest in determining content completeness when digitized backfiles, newspapers, or commercial collections are created and then licensed.

#### » Digital Rights Management (DRM)

This has become a focus of attention in recent years. Libraries have various concerns about the use of DRM, which can restrict otherwise legal copying, sharing, reformatting, or changing electronic information, particularly in purchased e-resources. Not only may DRM impede access to resources that might be normally permitted by copyright law; but DRM also can make it impossible for a library or consortium to exercise its full rights of perpetual access.<sup>22</sup> (DRM tools, intentionally or otherwise, can also be seen as intrusive on the privacy of individual users.)

The new *LIBLICENSE* Model License aims to be format-neutral, i.e., to be applicable not just to e-journals, but also to other scholarly electronic formats such as books, databases,

reference works, AV material, and so on. Special circumstances can apply to different formats and careful negotiations must address those. For example, of significant concern these days are licenses for e-books—whose numbers are now growing, seemingly as rapidly as e-journals did between 1995–2005. Some library and user-experienced problems are well outlined by Walters, who addresses “restrictions on viewing, printing, downloading, circulation, and ILL.”<sup>23</sup> Herman provides an academic user’s perspective.<sup>24</sup> Both of these pieces raise a number of issues that, for better or worse, librarians and publishers must work together to resolve, and licensing must play a key role.

### In conclusion

It is impossible to describe the world of licensing without showing some of its nuances and complexities; nor is it possible to cover all of these in a short article. The conditions under which publishers most typically acquire the right to publish and then manage the business of preparing, distributing, and accounting for what they have, do not lend themselves to simplicity as often as the players would like. My strong belief is that the licensing regimes we have developed have allowed us to advance science, scholarship, and learning in dramatic ways, for all that the environment is an imperfect and confusing one. Libraries will continue to work toward arrangements that gain their users the greatest possible access to the widest and deepest possible range of information resources. That means getting appropriate terms of use and reasonable prices from every provider. Where it is possible to drive down the price, librarians can and will do that, while attending to the risks

of making information unavailable (if publishers can no longer provide it on terms librarians are willing/able to meet) and the risks of making information more expensive (if alternate funding strategies, such as author publishing charges, turn out to be less efficient or less fair than traditional subscription models).

The end of librarians’ licensing labors often comes invisibly, transparently, and wonderfully. A scientist in her laboratory reaches out and finds just the article or just the dataset that makes a crucial difference in the next discovery that will make the world safer or cleaner or healthier. We know well from experience that when such an “aha” moment occurs, that user may not be aware of the role librarians have played in opening the pathway through which that knowledge has flowed. Nonetheless, librarians know that they have wizardry of their own, and they will do what it takes to maintain those powers. One hopes this magic will happen in an increasingly cooperative world between librarians and the information sector.

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The conditions under which publishers most typically acquire the right to publish and then manage the business of preparing, distributing, and accounting for what they have, do not lend themselves to simplicity as often as the players would like.

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Todd Carpenter

# Linked Content Coalition Framework for Rights Management

TODD CARPENTER

Development of a standards-based rights management and exchange infrastructure has been the goal of many organizations for several decades now, particularly in machine-to-machine movement of rights information and related metadata. Unfortunately, the rights metadata is still managed using mostly manual methods. Frequently the rights associated with content are either difficult or impossible for the end users of the information to determine. To address this problem, news media, publishing, TV, film, music, IT, and internet media businesses joined with existing standards and licensing organizations to form the Linked Content Coalition (LCC) in April 2012 as an umbrella body fostering cross-industry application and methodologies. The initial 12-month project set out to develop a framework for well-structured, machine-interpretable rights data that can flow in an automated way.

## LCC Framework

In 2013, the Coalition published the LCC Framework consisting of:

- *Rights Reference Model* - the types of things that occupy the network, and their relationships
- *Principles of Identification* - how to identify things in the network
- *Principles of Messaging* - how the rights data passes through the network

The *Rights Reference Model* (RRM) is an abstract data model with a primary function to describe “accurately, and in a way that is interpretable by computers, what can be done to something, where, when, by whom and under what conditions.” The model defines four main entities (Party, Creation, Place, Context), four main context types (Right, RightsAssignment, Assertion, RightsConflict), and the relationships among them. The model was designed to use existing identifiers, to work in a linked data environment, and to be extensible to allow for future types of content and rights. RRM is intended for implementation in whole or in part with message schemas, database schemas, or rights expression languages. An example Common Rights Format

XML schema supporting the model was also produced to aid in development of other implementations.

The *Principles of Identification* lays out the recommendations for using identifiers “to support the highest level of automation, interoperability, trust and accuracy within the network.” It asserts that “public, persistent identification of key supply chain entities is essential” and that the identifiers used should be those that were issued under defined registry procedures and policies.

The *Principles of Messaging* includes the description of the rights data supply chain, an analysis of the information flows that move along it, and the generic message requirements to be used to specify message formats and exchange protocols. It is not intended to replace existing message flows, but to identify and encourage filling of gaps in the existing network.

## Implementations and Future Directions

The primary role of the LCC is to promote the implementation of the Framework and principles as fully as possible. To further the work of the project, the organization was formalized as the Linked Content Coalition, Ltd. in March 2014, a not-for-profit company. The LCC is not expected to produce its own standards or interchange formats but will work as an

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umbrella organization to foster inter-industry collaboration and coordinate work being done by its members—not as an operational entity. The LCC Forum was established to encourage companies and organizations with an interest in rights data standards development to participate.

In October 2013, the European Commission co-funded a 27-month RDI (Rights Data Integration) project to demonstrate the LCC Framework. RDI is using a “hub and spoke” architecture to allow rights users to discover and access information from rightsholders via a central transformation hub. While work is still underway, a number of successful implementations were demonstrated at the RDI 2014 Conference in November 2014.

The RDI projects are considered test beds, but the UK Copyright Hub is an operational project that has adopted the LCC Framework to provide users with a way to query and get permission to use copyrighted content.

The ISO TC46/SC9 committee on Information and documentation / Identification and description has an ad hoc working group on identifier interoperability that is reviewing the LCC Framework for possible incorporation into a future technical report to guide further identifier and metadata work within that community.

### Ten Targets for the Rights Data Network

Following the successful implementations of the Framework, the LCC turned its attention to extending the principles beyond their core participants. In April 2014, the LCC issued its manifesto and ten targets for developments in identifier and metadata interoperability that the organization believes will “best ensure that the digital network operates in future as effectively as possible.”

- **A global Party ID “hub”** – Rightsholders and “asserters” should be identified with an identifier linked to the ISNI “hub”.
- **Creation IDs for all** – Creations of all types should be identified to any required level of granularity.
- **Right IDs** – Content rights should be identified distinct from, but linked to, the Creations to which they relate.
- **Resolvable IDs** – Identifiers should have a URI form so that where they may be persistently and predictably resolved to multiple services within the internet.
- **Linked IDs** – “Cross-standard” links between identifiers should use interoperable terms and be authorized by interested Parties at both ends of the link.

➤ **Interoperable metadata** – Standard content and rights metadata schemas and vocabularies should have authorized, public mappings which enable terms and data to be automatically transformed from one standard into another.

➤ **Provenance of Rights data** – The provenance (“asserter”) of Rights declarations should be made explicit.

➤ **Digital Rightsholder Statement (“DRS”)** – Anyone should be able to make standardized, machine-interpretable public statements about rightsholdings in Creations.

➤ **Conflict management** – Conflicts between public Rights declarations should be automatically identifiable so that their resolution can be managed.

➤ **Linked fingerprints** – Where digital “fingerprints” or embedded “watermarks” exist, they should be mapped to registered Creation identifiers.

### Conclusion

Rights seem to be one of the last aspects of digital content distribution to be automated. While there will always be some need for human intervention for certain permissions or licenses, there is an increasing need for automated interoperability between different segments of the stakeholders in the supply chain. Adoption of the LCC Framework and commitment to the ten targets can move our community in the right direction to exchange rights information as easily as we can exchange digital content.

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#### Linked Content Coalition

<http://www.linkedcontentcoalition.org>

#### LCC Framework

<http://www.linkedcontentcoalition.org/#!lccframe/c4nz>

#### LCC Manifesto and Ten Targets

<http://media.wix.com/ugd/bff7bca39299633ee74d1e82686c79772c95a6.pdf>

#### Rights Data Integration project

<http://www.rdi-project.org/>

#### UK Copyright Hub

<http://www.copyrighthub.co.uk/>

#### ISO TC 46/SC 9 - Information and documentation / Identification and description

[http://www.iso.org/iso/iso\\_technical\\_committee/html%3Fcommid%3D48836](http://www.iso.org/iso/iso_technical_committee/html%3Fcommid%3D48836)



RELEVANT  
LINKS



DAVID MARTIN

## ONIX for Publications Licenses

ONIX for Publications Licenses (ONIX-PL) is a standard for encoding the content of a license agreement for electronic resources, usually an agreement between a publisher and an academic library or library consortium. An ONIX-PL expression is a structured XML document that can be processed and interpreted by a library management system, enabling it to compare licenses and to answer queries such as, “Does this license allow scholarly sharing with researchers who are not authorized users?” or “Can I incorporate selected items of licensed material into a course pack or an electronic course reserve?”

ONIX-PL is maintained and supported by EDItEUR, the international group that coordinates the development of standards for electronic commerce and communication in the book, e-book, and serials sectors. Like other EDItEUR standards, ONIX-PL is free to use. Full details including specifications, examples, and other downloads are available from the EDItEUR website.

ONIX-PL builds on the work of the Digital Library Federation’s Electronic Resource Management Initiative (ERMI) and joint EDItEUR/NISO work, first on ONIX for Serials and later on ONIX-PL itself. The development of the format standard and of the related OPLE (ONIX-PL Editor) software benefited from funding contributions from the UK Publishers Licensing Society and from Jisc (formerly the Joint Information Systems Committee of the UK Higher Education Funding Council).

### What ONIX-PL does

Library license agreements are more than just licenses. They include terms and conditions of supply and the general obligations of supplier and customer, as well as the permissions and prohibitions which constitute the license itself.

For obvious reasons, the license permissions and prohibitions (usage terms) are by far the most important part of the encoding. ONIX-PL encodes usage terms in a fully structured way, using a controlled vocabulary. Other sections of the license agreement are also covered in an ONIX-PL expression, but in a less structured way, except to the extent that they include data elements that might need to be extracted and stored in a library management system, for example, start and end dates, or notice periods.

Most license agreements are based on a model text of some kind—a publisher’s standard license, a library consortium’s standard license, or a public domain model license. ONIX-PL similarly distinguishes between model licenses, or *templates*, and individual license instances. Ideally, an ONIX

The end result should be a knowledge base of license terms that can be accessed by library staff to make it easier to manage licenses and to correctly inform library users as to what they can and cannot do with the relevant content.



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expression of a standard license will be created once only, as a template. Expressions of individual licenses, or of any recurring variants of the model, can be derived by editing the template expression. EDItEUR provides—as freely available open source software—an editing tool (OPLE) that can be used both to create new templates and to copy and edit them for individual use.

The XML expression which emerges from this process can then be loaded into a library management system that has the necessary capability to interpret the ONIX-PL format. This requires the development of a mapping between ONIX-PL and the form in which the target system stores and manipulates license information. Such mappings have been or are being developed by system providers.

The end result should be a knowledge base of license terms that can be accessed by library staff to make it easier to manage licenses and to correctly inform library users as to what they can and cannot do with the relevant content.



It means that when a structured summary of a license encoding is displayed as an HTML page, it is possible to drill down instantly to the relevant wording.

### How ONIX-PL works

Unsurprisingly, the structure of an ONIX-PL expression looks rather like that of a typical license agreement, albeit one which is more tightly disciplined than in real life. Its major sections are:

- » Definitions
- » Usage terms
- » Supply terms
- » Continuing (post-cancellation) access terms
- » Payment terms
- » General terms

The full text of the license can be stored as part of the expression in a form that enables elements in the XML encoding to be linked to the clauses from which they are derived. This is not mandatory, but, to the best of EDItEUR's knowledge, all implementations so far have chosen to follow this approach. It means that when a structured summary of a license encoding is displayed as an HTML page, it is possible to drill down instantly to the relevant wording.

The underlying structure of an ONIX-PL expression is defined in XML Schema language. The schema is supported by a Dictionary, a controlled vocabulary which is updated as required by the addition of new values. Some elements in the ONIX schema require controlled values. Others, which refer to entities that are necessarily specific to an individual license, require a link to a definition that is itself part of the expression. Some elements allow either a controlled value or a locally defined value to be used. For example, the definition of an Authorized User, which is an essential part of any library license encoding, may be made up of a combination of Dictionary terms and specifically defined user types. A simple example is shown in Figure 1. This fragment of XML shows **AuthorizedUser** being defined as either a **LicenseeAffiliatedPerson**, which must itself have been defined elsewhere in the encoding, or a **WalkInUser**, which is an ONIX Dictionary value. The prefix **onixPL:** identifies values taken from the Dictionary. The encoded definition is linked to the relevant license clause by a **LicenseTextLink**, which is a unique pseudo-random identifier, generated automatically when the expression is created.

The intention when ONIX-PL was designed was that the schema should be kept as general as possible, and that the standard should be capable of meeting new requirements simply by adding to the controlled vocabulary. This approach has proved itself in practice;

```

<AgentDefinition>
  <AgentLabel>AuthorizedUser</AgentLabel>
  <AgentType>onixPL:Person</AgentType>
  <LicenseTextLink href="d1e163920081105T224812.72Z"/>
  <AgentRelatedAgent>
    <AgentAgentRelator>onixPL:IsAnyOf</AgentAgentRelator>
    <RelatedAgent>LicenseeAffiliatedPerson</RelatedAgent>
    <RelatedAgent>onixPL:WalkInUser</RelatedAgent>
  </AgentRelatedAgent>
</AgentDefinition>

```

Figure 1: A typical AuthorizedUser definition

the schema remains robust and has been unaltered since it was first published. EDItEUR recently released Issue 5 of the Dictionary, which added, inter alia, better coverage of post-cancellation access options and new features to handle open access content delivered alongside proprietary content.

### OPLE

OPLE—the ONIX-PL Editor—is a combination of purpose-written software and scripts and established open source software, which enables a standard web browser to be used to create and manage ONIX-PL license expressions.

With OPLE a user can create or edit a license template or an individual license expression, maintain a database of templates and license expressions, display a license expression as an HTML page in a readable format, validate and export an ONIX expression, and import a valid ONIX expression from an external source.

A particular feature of OPLE is that it can display an HTML summary view of an encoded license, which provides a convenient means of demonstrating what the ONIX expression says and checking that it adequately reflects the license terms. At the same time, it allows the user to go deeper by clicking on an element and bringing up an extract from the license text on which the ONIX expression is based.

OPLE is freely available for download from the EDItEUR website.



A particular feature of OPLE is that it can display an HTML summary view of an encoded license, which provides a convenient means of demonstrating what the ONIX expression says and checking that it adequately reflects the license terms.

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## Most notably, ONIX-PL has been wholeheartedly adopted by Jisc Collections

### ADOPTION BY JISC COLLECTIONS

Jisc Collections is the body which is responsible for supporting the provision of digital resources to the UK academic and research community. For brevity, it is referred to here simply as Jisc.

Using its own model licenses, Jisc has negotiated agreements with major publishers of online resources on behalf of its participating institutions. Jisc licensing specialists have used OPLE to encode these agreements into ONIX-PL. An experimental web-based facility (ELCAT - Electronic Licence Comparison & Analysis Tool) was developed in 2011 to demonstrate how ONIX data could be used to enable librarians to access license details, to compare different but related licenses, and to highlight where they diverged.

Based on this experience, Jisc has recently loaded ONIX expressions of around 100 licenses (out of some 200 already encoded) into KB+, its knowledge base for the UK academic community, which provides a centrally-maintained resource of publication, subscription, license, and management information. It is hoped that it may be possible in due course to extend this to include an even wider range of publisher licenses.

Jisc has made its license encodings available to a number of library management system suppliers, including ProQuest, OCLC, and Ex Libris. The KB+ team is also working with the Kuali OLE partners to support the development of GOKb, which, it is hoped, will in due course be able to include Jisc's ONIX-PL encodings as part of its online knowledge base.

### Chicken or egg?

It is characteristic of standards for communication between different parties in a business relationship that they suffer initially from a classic chicken-or-egg problem. If I am a potential source, I want to know that there are enough willing receivers to make it worth my while to adopt the standard. If I am a potential receiver, I want to know that there will be enough standardized sources which I can use.

EDItEUR experienced this in the early years of the development of ONIX for Books—now a hugely successful standard that has been adopted by the book industry across the world from North America through Western Europe to the Far East and Australia.

ONIX-PL has not yet fully emerged from this stage, although there has been encouraging progress in some parts of the academic library community.

### Implementation progress

Most notably, ONIX-PL has been wholeheartedly adopted by Jisc Collections (see sidebar). The Kuali OLE development team have taken ONIX-PL as one of the inputs to the design of their licensing model, and along the way have contributed to recent extensions to the ONIX Dictionary. The developers of GOKb, also closely associated with Kuali OLE, are starting to add ONIX-PL encodings to the resources available in the GOKb knowledge base.

For understandable reasons, although several library management system suppliers have long indicated their readiness in principle to support ONIX-PL, it has needed the availability of a suitable corpus of encoding—now provided by Jisc Collections—for them to start making this a reality.

Meanwhile, during 2013 and 2014, with funding from the Mellon Foundation and in cooperation with EDItEUR, NISO has been pursuing an initiative to encode a number of license templates from US and international academic publishers. The aim is to create a corpus of ONIX-PL encodings that can be offered, primarily through the GOKb website and with the endorsement of the publishers concerned, as an openly available starter resource for downloading into library management systems.

The results to date have been only modest. One of the problems has been that—with notable exceptions—it has proved more difficult than expected to involve publishers in the kind of discussions that are needed to clarify license wording and to get buy-in for the finished ONIX expression. This is not to be seen as a criticism, but

it is something that is probably a fact of life. Licensing in most publishing companies is part of a busy sales environment, which may not be well suited to help with the analysis needed for license encoding.

Efforts are continuing, however, and NISO has begun to publish, through GOKb, the first of the encodings created as part of this initiative.

### What next?

Experience to date shows very strongly that the drive to create and share license encodings and to put them to use in library management systems must come from the library side—logically enough, since it is the libraries that will be the main beneficiaries. Jisc Collections has been able to show the way for two important reasons: it has a large body of licenses that are substantially derived from its own model agreements, and it represents a community of academic institutions that carries weight with both publishers and library system providers. Perhaps library consortia in the US or elsewhere may be able to play a similar role in extending ONIX-PL usage.

The next two years will probably be crucial to determining whether, and how, ONIX-PL can become an accepted part of the standards infrastructure supporting the management and use of electronic resources in libraries. The problems of electronic resource management that were recognized when EDItEUR and NISO came together on this and other initiatives have

not gone away. It is EDItEUR's hope and intention that ONIX-PL will become part of the solution.

For those interested in discovering more about ONIX-PL, the materials available on the EDItEUR website include not only technical documentation and OPLE software, but also some worked and annotated examples, including encodings of a Creative Commons license, NISO's SERU Shared Electronic Resource Understanding, and the May 2008 version of the LIBLICENSE Model Licensing Agreement. (At time of writing, the EDItEUR website was in the process of updating to reference the December 4, 2014 revision of the LIBLICENSE Model Agreement.)

EDItEUR welcomes enquiries about ONIX-PL, which can be addressed to [info@editeur.org](mailto:info@editeur.org).

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#### Digital Library Federation's Electronic Resource Management Initiative (ERMI)

<http://old.diglib.org/standards/dlf-erm02.htm>

#### EDItEUR

<http://www.editeur.org>

#### GOKb

<http://gokb.org/>

#### Jisc Collections

<http://www.jisc-collections.ac.uk/>

#### Jisc ELCAT - Electronic Licence Comparison & Analysis Tool

<http://www.jisc-collections.ac.uk/news/elcat-beta/>

#### Kuali OLE

<http://www.kuali.org/ole>

#### KB+

<http://www.kbplus.ac.uk/kbplus/>

#### LIBLICENSE Model License Agreement

<http://liblicense.crl.edu/licensing-information/model-license/>

#### NISO/EDItEUR Joint Working Party for Serials

<http://www.niso.org/workrooms/se>

#### NISO ONIX-PL Encodings Project

<http://www.niso.org/workrooms/onixpl-encoding/>

#### NISO SERU Shared Electronic Resource Understanding

<http://www.niso.org/workrooms/seru>

#### ONIX for Books

<http://www.editeur.org/83/Overview/>

#### ONIX-PL

<http://www.editeur.org/21/ONIX-PL/>

#### ONIX-PL Editor (OPLE) software

<http://www.editeur.org/22/OPLE-Software/>



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# The Shared Electronic Resource Understanding (SERU): Six Years and Still Going Strong

The Shared Electronic Resource Understanding (SERU) Recommended Practice was first developed in 2008 as a new approach to finalizing agreements between libraries and content providers for the use of electronic resources. The typical process of customer-by-customer, bi-laterally negotiated formal legal contracts was seen by many as overly burdensome, increasing the cost of sales for both libraries and publishers and delaying access for users at subscribing institutions.

There have been a number of efforts to develop model licenses and templates to streamline the licensing process. While such models are being successfully used, even model licenses require additional negotiation and agreements to finalize and customize the license for each subscribing institution. And it has not always been the publisher who is requiring a license; the Organization for Economic Co-operation and Development (OECD) policy, for example, is to use a license only when the subscribing library requires one.

For “big deal” journal bundles involving many products and large sums of money, such license negotiations are inevitable and will likely continue. But scholarly publishing involves many publishers of all sizes, and many electronic resource acquisitions involve only one or a few journals. For such transactions, the costs of the license negotiation could equal or exceed the cost of the content under discussion. Many

publishers and libraries felt that there should be a better way to acquire e-content, without the burden of a formal and complicated license.

A shared framework of understanding and good faith that both parties could accept as an alternative to such licenses was envisioned by Judy Luther (President of Informed Strategies) and Selden Lamoureux (then Electronic Resources Librarian at North Carolina State University Libraries). They approached NISO to sponsor the project and a working group of librarians, publishers, and subscription agents was assembled to develop a statement of shared understanding about providing and using an e-resource. Following development of the draft recommendations, a six-month trial was conducted to gain feedback and identify any needed changes before finalizing the document.

The first edition of *SERU: A Shared Electronic Resource Understanding* (NISO RP-7-2008) was published in February 2008. The Working Group also provided FAQs and implementation assistance. By the end of 2008—only 10 months after publication—27 publishers/content providers, 72 libraries, and 8 consortia had indicated their interest by signing up for the SERU Registry. A survey conducted in January 2011 showed that 45.7% of respondents had used SERU 1-5 times; 7.4% had used it 5-10 times, 2.5% used it 10-15 times, and 3.7% more than 15 times. Some non-using respondents indicated their interest in adopting SERU for future use.

At the 2009 American Libraries Association Conference, Judy Luther and Selden Lamoureux were honored with the Coutts Award for Innovation in Electronic Resources Management for their work in developing SERU. In the award presentation, SERU was noted as “a significant step forward in the electronic resource acquisition process...with the potential for drastically reducing the amount of time and money it takes to bring resources to users.”

### Expanding the Scope of SERU

The original SERU Recommended Practice was focused on subscription types of acquisitions, such as for e-journals. However, some libraries began adapting SERU for use with back-file purchases and e-books. Recognizing this need, a project was initiated in 2011 by the NISO SERU Standing Committee to revise the Recommended Practice to be more usable for these non-subscription types of e-resources.

In May 2012, the second edition of the SERU Recommended Practice (NISO RP-7-2012) was published. The core tenets of the SERU statements of understanding did not change, but the language was changed to reference “electronic resources” instead of “subscriptions” and “acquiring institutions” instead of “subscribers”. Content was added to the sections on *The Acquiring Institution*, *Use of Materials*, and *Archiving and Perpetual Access* to accommodate a wider variety of e-resources.

### The Statements of Understanding

The SERU Recommended Practice contains statements of common understandings for acquiring electronic resources that address the following seven areas. Because SERU is not a license, legal terms (such as jurisdiction, warranties, and liabilities) are not used. Examples of the statements are noted below for each section as illustrations. The complete statements can be



Many publishers and libraries felt that there must be a better way to acquire e-content without the burden of a license

found in NISO RP-7-2012, which may be freely downloaded from the NISO website.

#### ➤ The Acquisition

The acquiring institution receives the right to use the content of the electronic resource(s) for a specified period through payment of an agreed upon fee....The acquisition of the provider’s electronic resource allows an acquiring institution and its authorized users access to the content. The number of concurrent users is not restricted unless otherwise explicitly agreed upon by the provider and the acquiring institution.

#### ➤ The Acquiring Institution and Its Authorized Users

The authorized user population will be defined in institutionally appropriate ways that respect the business interests of the provider. The provider will rely upon the acquiring institution’s judgment in defining its user community, but may challenge any interpretation that it considers damaging to its interests.

#### ➤ Use of Materials

Use of the content is generally governed by applicable copyright law...Some of the accepted uses include interlibrary loan and ad hoc sharing of single articles and chapters by individuals for purposes of scholarship or private study.

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#### ➔ Inappropriate Use

Both providers and acquiring institutions will make reasonable efforts to prevent the misuse of the content and limit access to authorized users, and will not knowingly allow unauthorized users to gain access.

#### ➔ Confidentiality and Privacy

The acquiring institution and the provider respect the privacy of the users of the content and will not disclose or distribute personal information about the user to any third party without the user’s consent unless required to do so by law.

#### ➔ Online Performance and Service Provision

Performance expectations for accessing the content include: generally uninterrupted availability, maintenance windows scheduled to minimize disruption, and sufficient bandwidth and system capacity to provide response time comparable to that experienced by users of similar websites.

#### ➔ Archiving and Perpetual Access

Unless otherwise agreed, the acquiring institution will retain access to the digital content in perpetuity either at the provider’s site, from a copy maintained by the acquiring institution, or from a third party archive.... Providers may charge a reasonable annual fee to recover their costs for providing continuing access following termination of a subscription or for preparing archival copies.

### SERU Registry and Logo

To help promote SERU and aid interested parties in knowing who was willing to use SERU in lieu of a license, a SERU Registry was established on the NISO website. An online form is available for publishers, libraries, and consortia to sign up. It is understood that SERU may not apply to or be appropriate for all products in all situations and the online form allows publishers to identify the products to which use of SERU is limited; libraries/consortia can indicate a price point beyond which a license is required. Joining this Registry does not place any requirement on the parties to commit to use SERU every time, and registrants may revert back to a license whenever they choose. As of December 2014, the registry had grown to 126 publishers/content providers, 266 libraries, and 11 consortia.

To further assist interested parties to announce and promote their SERU participation, a SERU logo was developed and made available to any organization that registered. Publishers are encouraged to display the logo on the webpage for any products that are offered in accordance with SERU and its terms of use. Libraries/consortia are also encouraged to show the logo, where relevant, to show their interest in using SERU. The logo is to be linked to the NISO SERU website, located at [www.niso.org/workrooms/seru](http://www.niso.org/workrooms/seru).

The logo is available in several formats (GIF, JPEG, and EPS), color or black/white, with or without taglines. Several of the logo variations are illustrated in Figure 1.

### Implementing SERU

Using SERU is easy. Just follow the steps below.

- 1 Read the (short) SERU Recommended Practice document. Share the SERU document with key stakeholders within your operation, including your legal counsel, as SERU defers to US copyright law as the backstop for any legal actions.



Figure 1: Several SERU logo versions

- 2 Once you've determined your organization's willingness to use SERU, sign up for the SERU Registry using the online form on the NISO website.
  - » You will need to identify a lead contact for SERU who should be ready to answer questions about your organization's use of SERU. (Anyone in the organization involved with acquisition, sales, marketing, etc. should be briefed about SERU, how it will be used, and who your in-house SERU "expert" is.)
  - » Content providers should note on the sign-up form if the use of SERU is limited to some products and not others. No one is required to use SERU for indicated products in every instance; registering simply means a willingness to use it for content sales when it suits both the provider and the client. For more information, see *SERU for Publishers* on the SERU website.
  - » Libraries or other acquiring institutions should note on the registry submission if their use of SERU has any limits, e.g., a maximum price point. For more information, see *SERU for Libraries* on the SERU website.
- 3 Check the SERU Registry to see if the party you want to work with is listed. If included, get in touch with the identified contact person; this could shorten the process of using SERU. If not listed, that doesn't mean you can't use SERU. You may have to initiate a discussion about SERU and educate the other party about its benefits.
- 4 If both parties agree to use SERU:
  - » The acquiring party sends an e-mail or purchase order to the content provider that includes a statement that you are using SERU in place of a license. The purchase order or similar document should include specific business terms that affect the price such as the amount of content and length of access to it. Publishers should clearly state factors affecting the price and libraries should be clear about their user population. Purchase communications should reference SERU with a statement to the effect that: *"In the absence of a separate license agreement, XXXXXXXX follows the SERU guidelines, as published at the NISO SERU website: <http://www.niso.org/workrooms/seru/>."*
  - » The content provider generates an invoice. It is recommended that the invoice includes the same SERU statement quoted immediately above.

The SERU statements should be used only by mutual agreement between the publisher and the acquiring institution. If one or both partners in a transaction are not comfortable with the SERU approach or the statements

of shared understanding, then a negotiated license is appropriate. If either party desires to make changes to the statements, this could indicate that developing a license agreement is appropriate in lieu of using SERU. Neither publishers nor acquiring institutions should require their partner to accept SERU if either prefers a license agreement.

The SERU Standing Committee continues to support and promote the SERU Recommended Practice, and to educate libraries and publishers via direct contacts and public presentations at industry conferences. A public e-mail list is also available to ask questions or share implementation experiences about SERU.

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#### SERU website

<http://www.niso.org/workrooms/seru/>

#### SERU Recommended Practice

[http://www.niso.org/publications/rp/RP-7-2012\\_SERU.pdf](http://www.niso.org/publications/rp/RP-7-2012_SERU.pdf)

#### SERU Registry

<http://www.niso.org/workrooms/seru/registry/>

**Marshall, Mary E.** "Implications for a Medium Sized Publisher Using SERU." *Information Standards Quarterly*, Fall 2011, 23 (4): 18-21.

<http://dx.doi.org/10.3789/isqv23n4.2011.04>



RELEVANT  
LINKS



## SUSHI Standard and Schemas Updated to Version 1.7

NISO has published a revision to the *Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol* (ANSI/NISO Z39.93-2014). The SUSHI standard defines an automated request and response model for the harvesting of electronic resource usage data utilizing a Web services framework that can replace the user-mediated collection of usage data reports. It was designed as a generalized protocol extensible to a variety of usage reports. An extension designed specifically to work with COUNTER reports is also provided.

This new version of the SUSHI standard extends the filter support to allow multiple optional filters and/or report attributes to be included in the SUSHI Request. The SUSHI standard was created with the notion of filters; however, the only filter originally provided for was that of the date range for the report. With use, a number of cases have surfaced

where additional filters and other report attributes would be beneficial. The revised standard allows, for example, filtering by a particular platform for harvesting when a given SUSHI server provides usage for multiple platforms, or specifying that a report exclude items with zero usage to keep the report size smaller.

Both the core SUSHI schema and the COUNTER-SUSHI schema have been updated to version 1.7 of SUSHI to match the revised standard. The COUNTER schema and the COUNTER data element values have been updated to support COUNTER Release 4.1. Additionally, the SUSHI website has new sample reports in COUNTER Release 4 formats, selected updated SUSHI Harvesters tools to allow the user to select “4” as the COUNTER Release, and Server Registry updates to display known COUNTER 4 support. ■

 **SUSHI website:** <http://www.niso.org/workrooms/sushi>



## ISO and IEC Publish Cloud Computing Standards

The ISO/IEC Joint Technical Committee 1 on Information Technology has developed and published two standards for cloud computing that are intended to be foundational standards for further work by Subcommittee 38 on Cloud Computing and Distributed Platforms.

*Information technology – Cloud computing – Overview and vocabulary* (ISO/IEC 17788:2014) provides an overview of cloud computing along with a set of terms and definitions. It is a terminology foundation for cloud computing standards and is applicable to all types of organizations (e.g., commercial enterprises, government agencies, not-for-profit organizations).

*Information technology – Cloud computing – Reference architecture* (ISO/IEC 17789:2014) specifies the cloud computing reference architecture (CCRA), which includes the cloud computing roles, cloud computing activities, and the cloud computing functional components and their relationships. ■

 **Both standards are available for free download from the ISO Publicly Available Standards portal:**

<http://standards.iso.org/ittf/PubliclyAvailableStandards/>

## HTML5 Officially Published as W3C Recommendation

The World Wide Web Consortium has officially published the HTML5 standard—*HTML5: A Vocabulary and Associated APIs for HTML and XHTML*, the fifth major revision of the format used to build webpages and applications—as a World Wide Web Consortium (W3C) Recommendation. “HTML5 brings to the Web video and audio tracks without needing plugins; programmatic access to a resolution-dependent bitmap canvas, which is useful for rendering graphs, game graphics, or other visual images on the fly; native support for scalable vector graphics (SVG) and math (MathML); annotations important for East Asian typography (Ruby); features to enable accessibility of rich applications; and much more.”

HTML5 has been in development for several years and the W3C had announced the completion of the HTML Definition in December 2012, meaning the standard was then “feature complete.” Testing and implementations of HTML5 have been ongoing since that announcement, and the standard was approved as a final W3C Recommendation on October 28, 2014.

Gartner has listed HTML5 as one of the top 10 technologies that need to be mastered “to unlock the full potential of mobility” and “an essential technology for organizations delivering applications across multiple platforms.” ■

🔗 **HTML5 specification:** <http://www.w3.org/TR/html5/>  
**HTML5 press release:**  
<https://www.w3.org/2014/10/html5-rec.html.en>

**Gartner Identifies Top 10 Mobile Technologies and Capabilities for 2015 and 2016:**  
<http://www.gartner.com/newsroom/id/2669915>



## New Release of *HowOpenIsIt?* Guide

PLOS, the Scholarly Publishing and Academic Resources Coalition (SPARC), and the Open Access Scholarly Publishers Association (OASPA) have published a new edition of the *HowOpenIsIt?* guide that standardizes Open Access terminology and shows five levels from open to closed access based on reader rights, reuse rights, copyrights, author posting rights, automatic posting, and machine readability.

An analysis of 100 journals using the original 2012 addition of the guide showed that some clarifications were needed to address subtle nuances of some of the journals’ policies. Updates in the new guide include:

- » An adjustment to the Reuse Rights category to address journals that allow reuse of some, but not all, articles
- » Substantial revisions to the Copyrights category to focus less on which party owns the copyright and more on what authors are allowed to do with their rights
- » The addition of a time dimension within the Author Posting Rights category to accommodate not just what version an author can post and where, but also when
- » The inclusion of language in the Automatic Posting category that encompasses non-biomedical repositories, as well as an adjustment to address journals that automatically post some, but not all, articles
- » A modification of the Machine Readability category to better reflect what is possible and what is practical in today’s publishing environment

The guide is targeted to authors, research funders, government agencies, and institutions who need to determine a scholarly journals’ degree of openness. ■

🔗 ***HowOpenIsIt?* guide:**  
<http://www.plos.org/open-access/howopenisit/>  
**Press release about the new edition:**  
<http://www.plos.org/new-release-of-howopenisit-guide-addresses-nuances-of-open-access-policies/>

## EPUB 3 Now an ISO Standard

### ISO/IEC TS 30135:2014, Information technology - Digital publishing - EPUB3

The seven-part EPUB3 standard, developed by the International Digital Publishing Forum (IDPF), has been fast-tracked through the International Organization of Standardization (ISO) as a seven-part ISO Technical Specification (ISO/IEC TS 30135:2014). The seven parts are:

- » Part 1: EPUB3 Overview
- » Part 2: Publications
- » Part 3: Content Documents
- » Part 4: Open Container Format
- » Part 5: Media Overlay
- » Part 6: EPUB Canonical Fragment Identifier
- » Part 7: EPUB3 Fixed-Layout Documents

The ISO/IEC Technical Specification corresponds to version 3 of EPUB. The IDPF has published a version 3.1 update to the standard, which is expected to be submitted to ISO/IEC Joint Technical Committee 1 so they can also update the ISO/IEC version. ■

#### ISO/IEC TS 30135 webpages:

<http://www.iso.org/iso/home/search.htm?qt=30135&sort=rel&type=simple&published=on>

**IDPF EPUB 3.1 standard:** <http://idpf.org/epub/301>

## International ISBN Agency Launches the Global Register of Publishers

The Global Register of Publishers (GRP), a sister website to the main International ISBN Agency website, collates information provided by many of the 151 national ISBN agencies around the world about the publishers that have received ISBNs or ISBN prefixes. The International ISBN Agency is making all the publisher and prefix data as supplied by the national ISBN Agencies available online for free for the first time. Simple searches and retrieval of basic publisher name and prefix information is publicly available. More advanced searches and more detailed publisher contact information is available to users who choose to register, which is completely free.

The data in the Global Register is supplied directly by national ISBN agencies and it will be compiled and revised at least annually. ■

🔗 **Global Registry of Publishers:** <https://grp.isbn-international.org/>  
**International ISBN Agency:** <https://www.isbn-international.org/>

## EDItEUR Releases Thema Version 1.1

EDItEUR and its Thema International Steering Committee have released version 1.1 of Thema, the subject classification scheme launched in 2013. The new version includes around 120 new subject categories—including significant new categories for genre fiction, science and technology, and a wide range of refinements in children's non-fiction—90 new qualifiers, and roughly 200 other minor editorial changes.

These additions increase the power and expressivity of Thema classifications. Some of the changes are specifically aimed at improving the fidelity of mappings (for example from BISAC to Thema), and some other improvements stem from work on translating or applying Thema in non-English language contexts. No categories from version 1.0 have been significantly modified or deleted, so the new version is fully compatible with version 1.0 and existing metadata remains valid and does not need revision. ■

🔗 **Thema:** <http://www.editeur.org/151/Thema/>

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# SD [ STANDARDS IN DEVELOPMENT: *December 15, 2014* ]

Listed below are the NISO working groups that are currently developing new or revised standards, recommended practices, or reports. Refer to the NISO website ([www.niso.org/workrooms/](http://www.niso.org/workrooms/)) and the *Newsline* quarterly supplements, *Working Group Connection* ([www.niso.org/publications/newsline/](http://www.niso.org/publications/newsline/)), for updates on the working group activities.

WORKING GROUP	STATUS
<b>Access and License Indicators</b> (formerly <b>Open Access Metadata and Indicators</b> ) Co-chairs: Cameron Neylon, Ed Pentz, Greg Tananbaum	Recommended Practice (NISO RP-22-201x) being finalized for publication following the public comment period.
<b>Alternative Metrics</b> Co-chairs: TBD	Working groups being established to address: definitions, calculation methodologies, improvement of data quality, use of persistent identifiers, and development of use cases for various communities.
<b>Bibliographic Roadmap</b> Co-chairs: TBD	New work item related to support for vocabularies at ballot to NISO Voting Members.
<b>Journal Article TAG Suite Standing Committee</b> Co-chairs: Jeff Beck, B. Tommie Usdin	Revision of the JATS standard (Z39.96-201x) in development; draft version 1.1d2 to be released for comment.
<b>Journal Article Versions (JAV) Addendum</b> Chair: Open	Revised Recommended Practice (NISO RP-9-201x) in development.
<b>Protocol for Exchanging Serial Content</b> Co-chairs: Leslie Johnston, Kimberly Tryka	Recommended Practice (NISO RP-23-201x) being finalized for publication following the public comment period.
<b>Standard Interchange Protocol (SIP)</b> Co-chairs: John Bodfish, Ted Koppel	Standard (NISO Z39.100-201x) in development.
<b>SUSHI Lite</b> Co-chairs: Paul Needham, Oliver Pesch	Technical Report (NISO TR-06-201x) in development.
<b>SUSHI Standing Committee</b> Co-chairs: Marie Kennedy, Oliver Pesch	Revision of <i>COUNTER-SUSHI Implementation Profile</i> (NISO RP-14-2014) published.  Revision of the SUSHI Protocol standard (ANSI/NISO Z39.93-2014) approved for publication.
<b>US Profile of ISO 3166 Country Codes</b> Chair: TBD	Working group being formed to develop standard (Z39.101-201x)

# Navigate through ISSNs: The ROAD Directory and the ISSN Register

ISSN is the international identifier for serials  
and other continuing resources, both print and electronic.



- + **The ISSN Register** contains more than 1.7 million records produced by bibliographic experts and updated daily (more than 200 new records per day).
- + **ISSN Register** is the most accurate reference tool to find your way in the complex world of serials: retrieve short-lived titles, discover relationships between titles, switch from print to online version, key to manage new subscriptions.

## Specific services:

- + **ISSN Portal:** Your web access to the ISSN Register;
- + **OAI-PMH protocol:** The ISSN web service for automatic updates at regular basis;
- + **ISSN Premium:** Customized processing of your data;
- + **Z39.50 Access:** For copy cataloguing.

**Available formats:** MARC 21, MARC XML, UNIMARC

## New

- + **ROAD**, the Directory of Open Access scholarly Resources, is a free service supported by UNESCO that covers different types of online scholarly resources: journals, conference proceedings, academic repositories, book series.

## Major purposes:

- + It provides a single access point to various types of online scholarly resources published in OA;
- + It uses the ISSN as a key identifier to aggregate data about the quality and reputation of OA resources;
- + It gives an overview of the OA scholarly content worldwide.

## Main features:

- + Faceted and Map searches;
- + Search by country, subject, indexing service, journal indicator and by ISSN;
- + ISSN-based records enriched by data provided by DOAJ, Scopus, Latindex Catalogo, PsycINFO®, SJR, SNIP, The Keepers;
- + ISSN records freely downloadable and reusable

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