



**Chapter Council Presents
Sharing Roundtables
MLA Annual Meeting
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Table 16: License Negotiation

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Ideas Discussed:

(1) Consortia

- ◆ Library consortia in some states have successfully negotiated favorable licenses with online vendors or publishers, but it requires a single institution to be willing to act in a fiduciary role.
- ◆ Academic health science consortia, or hospital groups with a large number of hospitals in a small geographic area, seem to have an advantage in negotiating good terms. Many states do not have a hospital library consortium.

(2) Contract Issues

- ◆ Make sure burden of copyright is on vendor rather than institution.
- ◆ Look at model contracts (e.g., <http://www.library.yale.edu/NERLpublic/> or <http://www.cdlib.org/vendors/>) and make every attempt to get vendor to include preferred language in contracts.
- ◆ Warranty and indemnification language in contracts can be a problem.
- ◆ Be sure contract specifies interlibrary loan requirements; many vendors will not allow e-mailing of PDF files for ILL, and printing/faxing is more time consuming.
- ◆ Get specific language defining user population. Some teaching hospitals have had trouble giving access to non-faculty medical staff if access was through an academic consortium.

- ◆ Although consortia or network member libraries may be able to get many online resources through their membership, there may be additional products an individual institution needs that will have to be negotiated and purchased separately.
- ◆ Archival rights are a problem, as access is lost once a library stops subscribing. So far only Ovid has been willing to grant this as part of an online contract.
- ◆ Society publishers and some e-journal publishers are harder to negotiate with than aggregator database vendors or other types of publishers.

(3) Types of Licenses

- ◆ Concurrent User model license can be cost effective, but if academic curriculum requires that many students have access around the same time, it will result in disgruntled, discouraged patrons. One academic library was able to get the vendor to increase user seats every year during a particular three-month period when a certain assignment came up for all the students.
- ◆ Although most vendors require expensive multi-site licenses for an institution with more than one facility or campus, a few have been willing to add IP addresses for only a small fee increase.

(4) Miscellaneous Issues

- ◆ There are strong pressures on academic or teaching hospital libraries from faculty, residents, and students to go to electronic journals and databases with remote access. Most are surprised to learn the cost of this access, and that the journals would not be available if subscription stopped.
- ◆ More publishers are charging double now for print with electronic, and increasingly the content is not the same, or there is a big difference in graphics quality, etc.
- ◆ Publishers seem to be moving towards licensing language that restricts access and ILL. Companies with proprietary rights to a database (e.g., EBSCO's CIHHAL) may alter fields so that the database doesn't work as well when purchased through another vendor.
- ◆ If vendor will not agree to price decrease, ask for other things such as free on-site training, etc.
- ◆ Several participants observed that as some online publishers have pulled important journals from aggregator databases, those database vendors have become more willing to negotiate.

- ◆ As hospital libraries have lost staffing, pay-per-view may be more cost effective in some situations than interlibrary loan.

(5) Conclusions:

There may be no definitive answers to the best methods of license negotiations, given the fast-paced changes in information technology, publishing models, and pricing structures. Open access online publishing may effect future license negotiation issues. Recently some libraries have cancelled subscriptions to expensive products without getting extreme responses from patrons, or found that if they rejected a vendor's price quote one year they got better terms the following year.

General advice: look at web sites of organizations that publish negotiation guidelines and model licenses. Even if you're sure that the vendor will say no, ask for the contract language and pricing you want.