Managing a Tier 2 Resource

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The tiered approach to consortial licensing

**Tier 1**
- Material that is licensed for all 10 campuses (or 9 campuses if the content is non-medical and UCSF is excluded). The CDL negotiates the license and all UC users have access to this material.

**Tier 2**
- Material that is licensed and managed at a local campus, with the assistance of the CDL, for users at four or more campuses.

**Tier 3**
- Material that is licensed and funded at only one campus.
How CDL supports Tier 2s

Tier 2 licenses are initiated by campus library staff. They are multi-campus contracts for electronic resources that are negotiated and signed by a sponsoring campus, and are funded by participating campuses.

CDL supports multi-campus licenses by:

- Offering negotiation and licensing advice.
- Integrating the resource into CDL's collection of shared content including cataloging.
- Paying invoice and recharging participating campuses.
- Providing assistance via the CDL Helpline.
- Handling standard annual renewals.
Keep in mind for success

1. Negotiate a fair, reasonable and sustainable price with the vendor.

2. Agree on a fair co-investment model with the participating campuses.
Licensing toolkit
http://www.cdlib.org/services/collections/toolkit/
Tier 2 license: ‘Step by Step’

http://www.cdlib.org/services/collections/toolkit/tier2procedures.html

Tier 2 License: Step by Step

Tier 2 acquisitions are those initiated and negotiated by campus subject selectors in which four or more UC campuses participate. This page describes the process.

1. Inquiry, Negotiation, and Start-up Stages

Sponsoring Campus Responsibilities:

- Survey interest among other campuses through Common Knowledge Groups (CKGs) and verify current holdings.
- Notify Wendy Parfrey at the CDL that you are pursuing a Tier 2 negotiation. (Important)
- Negotiate with vendor on the following; consult with Wendy Parfrey at CDL if needed:
  - Key terms:
    - Content
    - Contract Term (time period, or effective date plus duration)
    - Access Conditions, e.g. unlimited simultaneous user perpetual access
    - Authentication, e.g. IP authentication
    - Fee, e.g. license fee (per year), ongoing fee, one-time fee
    - Price caps for multi-year contracts
    - Payment terms, e.g. a single invoice for annual subscription fee
    - APC discounts if applicable
    - MARC records for large collections of monographic titles?
    - Review CDL Standard License for other key terms, e.g. linking, ILL, usage statistics, training, etc. and incorporate as appropriate
    - An option for including additional campuses in the future.
- Work out a co-investment model among participating campuses.
- Obtain approval of each participating campus (SCLG member (critical). The SCLG member of the sponsoring campus should send a proposal to the SCLG Proposals listerv in order to facilitate the formal approval process.
- Obtain authorized campus signature.
- Fill out the Tier 2 Setup Resource Form and send it to CDL Acquisitions. Contact Adriana Morgan at UCSD for assistance.
- Request CDL to send current IP addresses to vendor (via cdlsupport@ucop.edu).
- Send URL for access and vendor technical contact information to CDL Support.
Tier 2 - New resource form

<table>
<thead>
<tr>
<th>General and Contact Information:</th>
</tr>
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<tbody>
<tr>
<td>Negotiating Campus:</td>
</tr>
<tr>
<td>Campus/Resource Coordinator:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Vendor - Rep Name:</td>
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<tr>
<td>Vendor - Company Name:</td>
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<tr>
<td>Vendor - Address:</td>
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<tr>
<td>Vendor - email:</td>
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<tr>
<td>Vendor Phone #:</td>
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<tr>
<td>Vendor Technical Contact - Name:</td>
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<tr>
<td>Vendor Technical Contact - Toll Free Number:</td>
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<tr>
<td>Vendor Technical Contact - email:</td>
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<tr>
<td>Vendor Licensing Contact - Name:</td>
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<td>Vendor Licensing Contact - Toll Free Number:</td>
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<tr>
<td>Vendor Licensing Contact - email:</td>
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<table>
<thead>
<tr>
<th>Resource:</th>
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<tbody>
<tr>
<td>Resource Name:</td>
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<tr>
<td>Resource URL:</td>
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<tr>
<td>Resources Access Start Date:</td>
</tr>
<tr>
<td>Resource Type:</td>
</tr>
<tr>
<td>□ All Database □ eJournal(s) □ eBook(s) □ Full Text Database □ Other</td>
</tr>
</tbody>
</table>

Brief Resource Description:                                                                      

Date(s) of Coverage — of the resource (e.g., 1851-1924, 1906 to present):  

Title Lists/Entitlements:                                                                       

Attach/Submit complete titles lists: Journals to include Title, ISSN, coverage dates; books to include Title; Author, ISBN, DOI; eJournals — provide list with title(s), ISSN, holdings; eBooks — provide list with title(s), author, ISBN, DOI
Where to find licensing guidance

- CDL Web site for UC librarians “Licensing Toolkit”
  - Model License
    http://www.cdlib.org/vendors/CDLMdlLicense.rtf
  - Checklist of Licensing Points
    http://www.cdlib.org/vendors/checklist.html

- Join the UCLR listserv (uclr@ucdavis.edu)
CDL model license

http://www.cdlib.org/services/collections/toolkit/

STANDARD LICENSE AGREEMENT

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AND

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[Note: Information that will often vary from case to case is in italics.]

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To be negotiated.
All fees are due and payable by Licensee sixty (60) days after the date of invoice from PUBLISHER, but no earlier than thirty (30) days before renewal.

CDL Model License
Updated 03/2014
Checklist of Points
http://www.cdlib.org/services/collections/toolkit/

Checklist of Points to be Addressed in a California Digital Library License Agreement

This document provides an overview for information resource providers of terms to be included in license agreements with the CDL for electronic resources of all types. More detailed information is available on the web page entitled Information for Vendors and in the CDL Model License.

CONTENT and ACCESS

1. Archiving — The agreement should clearly state archival responsibility and should allow the University of California to copy data for the purpose of preservation and/or the creation of a usable archival copy. If the agreement does not permit the University of California to make a usable preservation copy, the agreement should specify who has permanent archival responsibility for the resource, and under what conditions the University of California may access or refer users to the archival copy. Agreement should permit trusted third party archiving. The electronic journal subscription should include one print archival copy of licensed content.

2. Perpetual License — Electronic content represents significant and permanent assets for the University. The agreement should include a worldwide, nonexclusive, royalty-free, perpetual license that survives any termination of the agreement to use any licensed materials that were accessible during the term of the agreement. That is, University of California should be granted permanent rights to use the information for which the University has paid, even in the event that a licensed resource is subsequently canceled or removed. UC will work with the licensees to develop a mutually acceptable means for ongoing access to the permanently licensed content, including access via third party repository.

3. Completeness of content — If electronic content has print counterparts, the electronic content should be available before, or no later than, its print equivalent and should include all editorial content in the print equivalent. Special issues and supplements should be included. (Vendors should notify the CDL when the electronic version contains more than the print.)

4. Linking to and from content — Providers should recognize that the ability to link to and from existing finding tools and content is a significant asset for the University of California. Seamless access from citations in established indexing and abstracting services and from bibliographic records in online catalogs to the full text of cited content is of critical importance. Linking from citations to full text. Providers should be designed to accommodate linking from bibliographic records in online catalogs and major indexing and abstracting databases directly to the titles and articles in vendor-maintained repositories. Use of a provider’s “front-end” or gateway should not be required for access to either journal titles or articles. Full text resources should provide the University of California the ability to easily and routinely create and maintain links using the Open URL standard from other bibliographic databases to the corresponding full text of digital content.

Inventory of licensed materials:
UC requires the following from the publisher:
- a document containing the algorithm for computing article level URLs
- a technical contact person
- a list of the journal titles licensed in this contract including the following:
Ebook value statement

Technical Requirements Document – for Vendors

http://www.cdlib.org/gateways/vendors/guidelines_technical.html

- Enumerates CDL expectations and standards for electronic resource functionality for vendors
- Provides support for escalated/reported issues
Tier 2 renewal process

- CDL Acquisitions will coordinate the renewal process:
  - Request invoice for routine renewals
  - Verify amount
  - Process invoice and recharge campuses

- Automatic renewal is assumed for straightforward renewals
  - No changes in content
  - Pricing is stable
  - Access has been reliable and there are no unresolved issues
Non-routine renewals: Help!

- Participation of the Tier 2 coordinator is critical for non-routine renewals, especially where changes are anticipated:
  - Change in content
  - Change in price
  - Change in simultaneous users
  - Change in participation

- You are the experts – we need to know ALL the changes at least 30 days prior to renewal date.
Key points to remember ...

- We are here to serve you, but we need three actions from YOU:
  - Compete documentation from Tier 2 coordinator
  - SCLG approvals from each participating campus
    - Have your SCLG member post to the SCLG listserv
  - Time to handle the payment
    - Especially important during December and end-of-fiscal-year
Questions, Thoughts?