



# 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/>

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**Licensing Toolkit**

The CDL Licensing Toolkit is designed to assist you with the negotiations and licensing process. It is intended for University of California staff only. If you are working with a publisher who needs information about the licensing process, please refer the publisher to the [Information Gateway for Vendors](#).

**Licensing Guidelines**

[Standard License Agreement](#): Provides an overview of the preferred terms for all UC licenses.

[License Agreement Checklist](#): Points that must be addressed in a CDL or UC license.

[Letter of Intent \(LOI\)](#): Once negotiations are agreed upon, use a "Letter of Intent" to provide a written agreement to the vendor to license a product and gain access before the formal contract is signed.

[Campus Discounts](#): Campus discounts offered by vendors currently or in the past.

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

**Cost Share Models**

[Cost-Sharing Models \[DOC\]](#): Principles underlying the cost sharing model for co-funding electronic resources as endorsed by the Joint Steering Committee on Shared Collections (JSC) and the Collection Development Committee (CDC).

[Current Year Standard Shares \[XLS\]](#): Lists the campus percentage shares recommended by the JSC.

[Carnegie Classifications](#): CDL uses pricing models based on the Carnegie Classification of Institutes of Higher Education.

[UC Enrollment Data](#): Current UC year-average data for use with pricing models based on full-time equivalent enrollments (FTE).

**Technical Guidelines**

[Technical guidelines for vendors](#): Includes information about vendor...

**Latest News**

- Shared Cataloging Program (SCP) Monthly Update: October 2016
- UC Berkeley Researcher Mines HathiTrust Volumes for Climate History of Postsecondary Education in California
- Shared Cataloging Program (SCP) Monthly Update: September 2016
- More...

**Related Resources**

- Information Gateway for Vendors
- Challenges to Licensing From Some Publishers

**Related Groups**

- Shared Content Leadership Group (SCLG) (current)
- Collection Licensing Subgroup (CLS) (historic)
- Collection Development Committee (CDC) (historic)
- Joint Steering Committee on Shared Collections (JSC)
- Bibliographer Group Chairs & Liaisons
- Acquisitions Liaisons

# Tier 2 license: 'Step by Step'

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

How to Manage a Tier 2 x

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

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**Licensed Resources**

- Resource Information
- Current Activities
- Usage Statistics
- Redacted License Agreements
- Resource Liaisons
- Licensing Toolkit**
- Policy & Procedure
- Staff Contacts

## 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.
  - o Key terms:
    - o Content
    - o Contract Term (time period, or effective date plus duration)
    - o Access Conditions, e.g. unlimited simultaneous user perpetual access
    - o Authentication, e.g. IP authentication
    - o Fee, e.g. license fee (per year), ongoing fee, one-time fee
    - o Price caps for multi-year contracts
    - o Payment terms, e.g. a single invoice for annual subscription fee
    - o APC discounts if applicable
    - o MARC records for large collections of monographic titles?
    - o Review CDL Standard License for other key terms, e.g. linking, ILL, usage statistics, training, etc. and incorporate as appropriate.
    - o 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 listserv in order to facilitate the formal approval process.
- Obtain authorized campus signatory.
- Fill out the [Tier 2 New Resource Form](#) and send it to CDL Acquisitions. Contact [Adriana Moran](#) at UCSD for assistance.
- Request CDL to send current IP addresses to vendor (via [cdsupport1@ucop.edu](mailto:cdsupport1@ucop.edu)).
- Send URL for access and vendor technical contact information to [CDL\\_Support](#).

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# Tier 2 – New resource form

**Tier 2 - New Resource Form:** \_\_\_\_\_

5-Oct-2016 am

## General and Contact Information:

**Negotiating Campus:** \_\_\_\_\_

**Campus/Resource Coordinator:** \_\_\_\_\_

**email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Vendor - Rep Name:** \_\_\_\_\_

**Vendor - Company Name:** \_\_\_\_\_

**Vendor - Address:** \_\_\_\_\_

**Vendor - email:** \_\_\_\_\_ **Vendor - Phone #:** \_\_\_\_\_

**Vendor Technical Contact - Name:** \_\_\_\_\_

**Vendor Technical Contact - Toll Free Number:** \_\_\_\_\_

**Vendor Technical Contact - e-mail:** \_\_\_\_\_

**Vendor Licensing Contact - Name:** \_\_\_\_\_

**Vendor Licensing Contact - Toll Free Number:** \_\_\_\_\_

**Vendor Licensing Contact - email:** \_\_\_\_\_

## Resource:

**Resource Name:** \_\_\_\_\_

**Resource URL:** \_\_\_\_\_

**Resource Access Start Date:** \_\_\_\_\_

**Resource Type:**  ABI Database  eJournal(s)  eBook(s)  Full Text Database  Other

**Brief Resource Description:** \_\_\_\_\_

**Dates of Coverage – of the resource (E.g., 1851-1924, 1996 to present):** \_\_\_\_\_

**Title Lists/Entitlements:** **Attach/Submit complete titles lists: Journals to include Title, ISSN, coverage dates; books to include Title, Author, ISBN, DOI**  
**Journals- 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/CDLModelLicense.rtf>
  - Checklist of Licensing Points  
<http://www.cdlib.org/vendors/checklist.html>
- Join the UCLR listserv ([uclr@ucdavis.edu](mailto:uclr@ucdavis.edu))



# CDL model license

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

## STANDARD LICENSE AGREEMENT

### *PUBLISHER* AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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

This License Agreement (this "Agreement") is made effective as of *date* (the "Effective Date") between *Publisher of Address of Publisher, City of Publisher, State of Publisher, Country of Publisher Postal Code of Publisher ("Licensor")* and The Regents of the University of California, a non-profit academic institution, with its principal offices at The California Digital Library, University of California Office of the President, 415 20<sup>th</sup> Street, 4<sup>th</sup> floor, Oakland, CA 94612, USA ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE

The materials that are the subject of this Agreement shall consist of *electronic information published by Licensor* (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Licensor hereby grants to Licensee non-exclusive, non-transferable, worldwide, perpetual right to the Licensed Materials and to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

#### II. DELIVERY/ACCESS OF LICENSED MATERIALS TO LICENSEE

Licensor will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized locations of Licensee.

#### III. FEES

Licensee shall make payment to Licensor for use of the Licensed Materials as follows:

*To be negotiated.*

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

# Checklist of Points

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



CALIFORNIA DIGITAL LIBRARY



## 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 licensor 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.* Products 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

[http://libraries.universityofcalifornia.edu/groups/files/cdc/docs/UC\\_Libraries\\_E-Book\\_Value\\_Statement.pdf](http://libraries.universityofcalifornia.edu/groups/files/cdc/docs/UC_Libraries_E-Book_Value_Statement.pdf)

UC Libraries Collection Development Committee  
**UC Libraries E-Book Value Statement**  
 February, 2013

As e-books evolve to provide essential content for use in teaching, learning, and research, the UC Libraries seek to develop the marketplace in ways that support our core values and the university's mission. We believe it is our responsibility to help shape the scholarly publishing landscape in ways that are responsive to the needs of our primary users and that enable us to be effective stewards of our libraries' collections funds.

The following statements of principle apply these values to the e-book marketplace and reflect our priorities. The UC Libraries are prepared to work with publishers, aggregators, and others within the academic community to develop appropriate standards and best practices that implement these principles.

**Content Supporting Research and Instruction**

- Simultaneous access by an unlimited number of users at a reasonable cost
- Simultaneous availability of front list titles in both print and electronic formats
- Consistency of content between print and electronic books, including supplementary materials and quality of illustrations

**Fair Use & Scholarly Communication**

- Licensing terms that do not limit fair use, Section 108, and first sale doctrines under US copyright law, including use of e-book content in course reserves, course management systems, and course packs.
- The right to borrow and lend e-books via interlibrary loan in a manner analogous to the loan of physical books, in addition to other fee-based methods that may be available for limited lending between institutions
- Licenses that support ad hoc scholarly sharing with colleagues beyond the confines of the institution

**Positive User Experience**

- The ability to discover and access e-books in a variety of ways including through library catalogs, format- and discipline-specific public portals, and other search interfaces preferred by users
- Content accessible and portable across a variety of platforms and devices, and able to evolve with the emergence of new technologies.
- The ability to print, copy, save, and annotate e-book content efficiently and easily, and to export bibliographic information to citation management software
- Ease of navigation: the ability to preview content before downloading; navigate e-book content through hyperlinked tables of contents, indexes, and footnotes; and return to content via persistent URLs.
- ADA compliance in accordance with state and federal law.

**Product Platforms**

- Ability to migrate purchased and/or subscribed content between platforms, as platforms may evolve and change.
- If content purchased and/or licensed on one platform becomes available on other platforms, access to this content on all platforms will be provided at no additional charge.
- Confidentiality of user information. The UC Libraries fully endorse the California Reader Privacy Act (SB 602).
- Data to support resource management and assessment, including COUNTER-compliant usage statistics.
- Institutional branding features for proper attribution and user awareness.
- Routine notifications as content is added and changed.

# Technical Requirements Document – for Vendors

[http://www.cdlib.org/gateways/vendors/guidelines\\_technical.html](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 straight-forward 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*
    - See Licensing Toolkit - New Resource Form  
<http://www.cdlib.org/services/collections/toolkit/tier2procedures.html>
  - *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?