### 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.

### o 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.

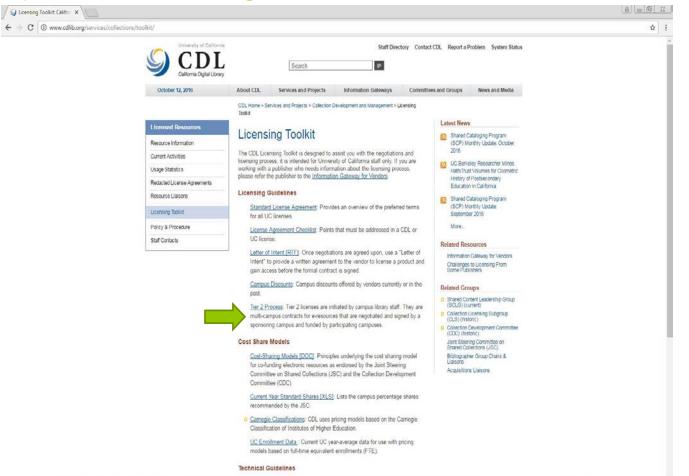
# Keep in mind for success

- 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

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



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### Tier 2 license: 'Step by Step'

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

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October 12, 2016	About CDL Services and Projects Information Gateways Committees and Groups News and Media			
	CDL Home > Services and Projects > Collection Development and Management > Licensing Tookit > How to Manage a Tier 2 License			
Licensed Resources	Tier 2 License: Step by Step			
Resource Information	Tier 2 acquisitions are those initiated and negotiated by campus subject selectors in which four or more UC campuses			
Current Activities	participate. This page describes the process.			
Usage Statistics	1. Inquiry, Negotiation, and Start-up Stages			
Redacted License Agreements	Sponsoring Campus Responsibilities: <ul> <li>Survey interest among other campuses through Common Knowledge Groups (CKGs) and verify current holdings.</li> </ul>			
Resource Liaisons				
Licensing Toolkit	Notify <u>Wendy Parfrey</u> at the CDL that you are pursuing a Tier 2 negotiation. (important)			
Policy & Procedure	Negotiate with vendor on the following; consult with Wendy Parfrey at CDL if needed.			
Staff Contacts	o Key terms:			
	<ul> <li>Contract Term (time period, or effective date plus duration)</li> </ul>			
	<ul> <li>Access Conditions, e.g. unlimited simultaneous user perpetual access</li> </ul>			
	Authentication, e.g. IP authentication			
	<ul> <li>Fee, e.g. license fee (per year), ongoing fee, one-time fee</li> </ul>			
	<ul> <li>Price caps for multi-year contracts</li> </ul>			
	<ul> <li>Payment terms, e.g. a single invoice for annual subscription fee</li> </ul>			
	APC discounts if applicable			
	<ul> <li>MARC records for large collections of monographic titles?</li> </ul>			
	<ul> <li>Review CDL Standard License for other key terms, e.g. linking, ILL, usage statistics, training, etc. and incorporate as appropriate.</li> </ul>			
	<ul> <li>An option for including additional campuses in the future.</li> </ul>			
	<ul> <li>Work out a co-investment model among participating campuses.</li> </ul>			
	<ul> <li>Obtain approval of each participating campus <u>SCLG member</u> (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.</li> </ul>			
	Obtain authorized campus signatory.			
	<ul> <li>Fill out the <u>Tier 2 New Resource Form</u> and send it to CDL Acquisitions. Contact <u>Adriana Moran</u> at UCSD for assistance.</li> </ul>			
	<ul> <li>Request CDL to send current IP addresses to vendor (via <u>cdlsupport-I@ucop.edu</u>).</li> </ul>			
	<ul> <li>Send URL for access and vendor technical contact information to <u>CDL Support</u></li> </ul>			

## Tier 2 – New resource form

Tier 2 - New Resource Form:

General and Contact Information:							
Negotiating Campus:			_				
Campus/Resource Coodinator:							
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							
N							
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:	A&I Database	eloumal(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:		-	nclude Title, ISSN, coverage dates; books to includ	e Title; Author, ISBN, DOI			
	Journals- provide list with title(s), ISSN, holdings						

eBooks- provide list with title(s), author, ISBN, DOI

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### Where to find licensing guidance

• CDL Web site for UC librarians "Licensing Toolkit"

 Model License <u>http://www.cdlib.org/vendors/CDLModelLicense.rtf</u>
 Checklist of Licensing Points

http://www.cdlib.org/vendors/checklist.html

• Join the UCLR listserv (<u>uclr@ucdavis.edu</u>)

### 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 *data* (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:

<u>Network Access</u>. 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.

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 <u>Information for Vendors</u> and in the <u>CDL Model License</u>.

### CONTENT and ACCESS

- 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 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.

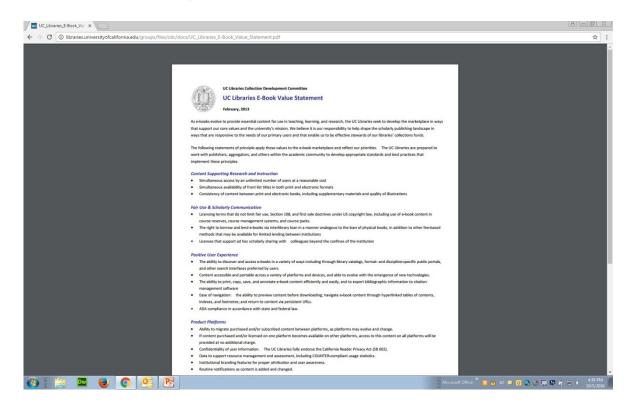
### Inventory of licensed materials

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



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### 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 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?