



Archival¹ access lost –
archival rights challenged

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Case 1: When legacy content disappears

- Ex. 1: early e-journals experiments of commercial publishers that didn't live up to the expectations
- Ex. 2: When publishers migrate to a new platform and legacy content disappears (Springer...)

Case 2: Science online – or when permanent access ceases to be permanent

In 2001, Mike Spinella had drafted a clause on permanent archival access that

- acknowledged that a definitive solution was not yet in place
- That AAAS would offer at least one solution w/o add costs to the library (CD-ROM or LOCKSS)
- That it should be the aim to preserve as much functionality of the original vs. as possible

In Summer 2002, AAAS renegotiated all its license agreements and no longer agreed to include a clause on permanent archival access

Case 3: When a Journal changes publishers and archives vanish

Ex. 1: Bioimaging (transferred from IOP to Wiley)

Backfiles disappeared and it took the new publisher two years to reinstall them

Ex. 2: The EMBO Journal (transferred in 2004 from OUP to NPG)

- A website at OUP states in plain and simple terms that institutions are entitled to archival access to paid-for content

- But close examination of license agreement shows: The rights granted in this subclause will terminate immediately in respect to any material which the licensor ceases to have the right to publish
- OUP told us they support the guidelines from ALPSP (When a society journal changes publisher, www.alpsp.org/socjourn1.pdf) and had highlighted the issue during handover negotiations
- But NPG and the society did not comment on their new policy



Results of a GASCO Survey on Archival Rights in existing license agreements for Electronic Journals

Survey on

- Products and contract partners (23 consortial packages)
- Characteristics and size of data sets
- Access during the term of the agreement
- Type & conditions of permanent access provision after termination of contract
- Need for a local full text storage option
- Willingness to host products of certain publishers or vendors
- Technical constraints for local hosting, framework of conditions for a shared usage by different regional consortia.

Example 1: American Chemical Society

- Contracts with 4 regional consortia
- Situation until 2003: Access via publisher's server
- Changed Licensing Model in 2003: Access to a rolling back file of the current 5 yrs + separately licensed ACS Archive (older and retrodigitised content)
 - Problem: Libraries that decide not to license the Archive, would lose back files every year
 - Solution: ACS agreed to deliver back files in raw format to one consortium ...
 - ... and allowed joined use on a server set up by one of the consortia (KOBV/Humboldt University), using its own software

Example 2: Elsevier

- On-site solutions existed for only a few regional consortia, and was in some cases guaranteed only during the term of the agreement.
- Problem: use of existing regional on-site server installations by other consortia possible (after upgrade of server capacity), but would require cost intensive licensing of the ScienceServer software for each participant.

Example 3: Elsevier / Academic Press

- Pressing needs for several regional consortia because of terminated contracts
 - Options
 - » Delivery of data for local hosting
 - » Continuing access of data via Elsevier
 - » Access via OCLC's Electronic Collections Online
- Use via OCLC might be cheaper than local hosting

Example 4: Blackwell Publishing

- 2 regional consortia with a broad range of participants from others
 - Current form of access: via the publisher's server
 - Problem: Several participants that left the consortium and uncertain prospects on continuation of one of the consortial agreements; publisher so far doesn't provide full text for local hosting (only metadata)
- But: Publisher guarantees permanent archival access on either publisher's server (Synergy platform) or the server of a 3rd party provider. Experiences of participants that opted out so far confirm this: no serious problems reported, with generous handling of contentious issues.
- Local hosting currently does not seem necessary

Example 5: Kluwer Academic

- Contracts with 4 regional consortia
- No urgency, but publisher willing to deliver data for local hosting
- One consortium (KOBV) showed interest in local hosting of this material

Example 6: Institute of Physics Publishing

- Contracts with 4 regional consortia
 - Currently: Access via publisher's server
 - Retrodigitised back files are offered for local loading
- The consortium of Lower Saxony currently checks its options for local hosting of the data purchased by the TIB Hannover. Use by others will have to be negotiated with the publisher. Is seen as consistent with its mission and position as the central subject library for engineering and science in Germany.

GASCO requirements for license agreements with respect to local hosting and archiving

- Background: development of a concept of a distributed document server (open network of of coop. Servers with storages and mirrors within a cooperation of German library networks and VASCODA, using metadata and open linking and a scalable architecture to achieve a seamless navigable infrastructure for a national digital library)
- Requirements:
- Local hosting should be possible also during the current term of the agreement
- Common access through different regional consortia should be possible

Requirements (cont'd)

- Access rights should be modeled in analogy to present licensing conditions
- The publisher may get access statistics from the consortium (following the COUNTER code of practice)
- Specification of data delivery (metadata and full text)
DVD or CD-ROM or ftp
machine-readable check lists to control for completeness
claiming procedures should be agreed upon
Use general clauses that will be specified when data delivery becomes necessary

Requirements (cont'd)

- Access rights for metadata:
- Searching the metadata should be free for all users
- Free results would include (at most):
bibliographic data, keywords, abstracts, references
(which allow then further navigation)
- Authentication applies at the full text level
- Useful but not necessarily an absolute requirement:
free display of results from full text indexing
- Licensing of retrieval software (from publisher, 3rd parties)
under an acceptable cost model

Suggestions

- Work together with and encourage societies and publishers to further develop the ALPSP guidelines and make them a Code of practice that is actually signed by societies and publishers
- Clearly state which practices are unacceptable (for example charging per article downloaded as a means to provide access to paid-for materials)
- Encourage development of good practices also outside consortial settings (-> standard license agreements)

Thank you ...

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