

Guidelines

for the Purchase of Licences within the Framework of the Alliance Initiative "Digital Information"

Within the framework of the Alliance Initiative "Digital Information", licences for journals, databases and e-books are purchased on a national level ("Alliance licences"). These may be completed as well as dynamic products. The following guidelines apply to the purchase of Alliance licences. They are also the basis for funding by the Deutsche Forschungsgemeinschaft (DFG, German Research Foundation).

Pricing models that at least hold the perspective of replacing historic turnover volumes, are of particular interest and should be developed and explored together with the vendors, where possible. Particularly with electronic journals, such a change may require a longer transition phase.

Funding is supplied proportionally by the institutions that have interest in a joint licensing of the product and, if necessary, possibly through the DFG. The decision regarding funding by the DFG follows the usual proposal, review and decision-making process.

Libraries are responsible for leading negotiations for Alliance licences. They have solid, documented experience in negotiating as well as storing and providing high-volume purchases of literature in the digital realm. Furthermore, the libraries leading these negotiations must be capable of transferring the documents they purchase as Alliance licences to appropriate usage and storage systems. In addition, they must also be willing to cooperate with other licence-holding institutions and to ensure that the licensed material will be fed into user-friendly retrieval systems on a national level.

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Products considered for purchase as an Alliance licence must satisfy the following prerequisites:

A. Product features / offer features

1. The vendor provides the products on its own platform and guarantees high availability (24 / 7 / 365).
2. The vendor platform generally offers a sufficiently powerful linking syntax through which all data records and important structural outlining levels can be accessed (e.g. Inbound OpenURL).
3. The vendor platform generally offers linking from references and other bibliographic data records to further services via open interfaces (Outbound OpenURL).
4. The provision of a standardised interface (e.g. Z39.50 or SRU/SRW) for linking to metasearch systems is required for databases, and is at least desirable for e-books and journals.
5. The licensed products are generally accessible via open, standardised and persistent URIs, e.g. DOI or URN.
 - a) Metadata and content objects must be linked to one another via these URIs.
 - b) URIs must be resolvable via a resolver so that each individual data record (e.g. article, e-book) can be linked.
6. Content should be usable with widely available tools (e.g. PDF Viewer, web browser). The recommendations of the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (barrier-free Internet, valid HTML) should be taken into account.
7. The breakdown of the product into logical units (e.g. assignment of data records to products, of articles to journal titles) must be reflected by the data delivered.
8. The number of authorised users who may simultaneously access the licensed product is not generally limited by the licence.
9. Products provided with digital rights management by the licensor cannot be licensed.
10. If a product is available from multiple vendors, a platform-independent licence should be preferably purchased.

11. The following additional criteria apply to the purchase of e-books:
- a) The offer also includes the option of selecting individual titles.
 - b) Prebundled packages can only be licensed if all of the included titles satisfy high scientific quality standards.
 - c) A product offered only as a check-out model cannot be purchased as an Alliance licence.
 - d) The products are offered in a widely available format and with current reader software. Only in exceptional cases may licensing require the purchase of proprietary reader software. In this case, it is mandatory that the vendor provides standard formats for hosting and long-term archiving at no additional charge.
 - e) It is possible to perform full-text indexing of the purchased e-books.
 - f) The integration of functionalities such as OpenLinking, interfaces, personalisation functions, interactive and multimedia elements and even complete multimedia resources such as film archives etc. is preferable.

B. Regulations on purchasing

12. The following applies for completed databases, journal archives and completed e-book packages: They are offered for the purchase of permanent access rights through a one-time payment. The purpose of the licence is granting the non-exclusive, non-transferrable right to the licensee and to authorised institutions and users for an unlimited time to enable them to use the product via secure authentication, particularly for academic and research purposes.

Free access to the vendor's server, generally with no time limit is included in the licence fee.

For current journals and dynamic databases¹, the following applies: The purpose of the licence is granting the non-exclusive, non-transferable right to the licensee for the contractually stipulated term of the licence to enable authorised institutions and users to use the product via secure authentication, particularly for academic and research purposes.

Free access to the vendor's server for the duration of the licensing is included in the licence fee.

¹ Dynamic databases are considered to be products whose content is constantly updated, whereby the old versions are not generally archived.

In addition, the following applies for current journals: The archives that successively build up during the term of the contract are to become available to all authorised institutions in Germany following a time period to be defined for each, generally after one year (*moving wall*) by way of a national licence. Included in the licence fee is free access to the so-formed archives on the vendor's servers for all authorised institutions, generally with no time limit.

13. The purpose of the licence for completed databases, journal archives, e-books and their licensed volumes and the formed archive volumes for current journals includes the right to archive the contents on servers owned by the licensees or third parties authorised by the licensees for the purpose of ensuring permanent availability of the contents.
14. For an Alliance licence, **authorised institutions** include
 - a) publicly or privately funded higher education and research institutions in Germany,
 - b) the German National Library, all regional and state libraries as well as national libraries in the fields of Science and Technology, Medicine and Economics (inter alia)
 - c) primarily publicly funded research libraries and special academic libraries,
 - d) Research institutes funded by the national or state governments, including academic institutions located abroad but funded by public bodies in the Federal Republic of Germany, such as the German Historical Institutes.

Authorised users include

- a) individual users who have been granted permission by an authorised institution to use the information services of the authorised institution on-site or off-site (via "remote access") by means of secure authentication methods; current students (undergraduates, graduates, doctoral researchers or guest students); members of the teaching staff (including visiting scientists); other employees (both with unlimited and temporary employment contracts); contractors; or registered users of the authorised institution.

Persons who do not currently satisfy one of the criteria specified above but who are authorised to use the information services of the institution through computer workstations on the institution's premises ("walk-in users") are considered authorised users only for the duration of the visit.

- b) Material that can principally be provided by a moving wall to all authorised institutions in terms of a national licence, should, if possible, also be provided to private persons with permanent residence in Germany who have registered using a suitable process, as long as this registration remains valid.

Secure authentication is considered to be safeguarding access to the licensed material through Shibboleth authentication, Internet Protocol ("IP") Ranges, as well as authentication with user name and password by means of other methods that are to be agreed upon in writing between the respective licensees and licensors.

The use of proxy servers is fundamentally possible.

- 15. The licensee is the responsible institution negotiating the licence for the respective product (licensed material). The usage rights granted to the licensee are also granted to the respective, responsible special subject collection libraries. The usage rights of the responsible special subject collection libraries with respect to the purchased metadata and full texts, including the digital objects that are part of the product, are contractually regulated by the licensee.
- 16. Upon request, the licensor is obligated to physically supply the licensee with the complete product at no additional charge, i.e. including the corresponding metadata and all digital objects that are part of the product, on suitable storage media and in suitable data formats as mutually agreed upon. Exceptions to this regulation are only permitted for dynamic databases, in which the product content continually changes without the old versions being archived. For dynamic databases, the following also applies: should the vendor no longer offer the product, the vendor is obligated to supply the licensees with the last version as archive version.
 - a) The licensees may use the data they have been provided in any way they deem suitable in order to make the product accessible to authorised users, while maintaining the licence agreements. They may, for this purpose, integrate the data in technical usage / storage systems (hosting and archiving) of their own or that are operated by a third party.
 - b) The licensees may commission third parties (e.g. library network systems and other technical infrastructure facilities of German libraries or commercial operators) with the operation of the technical equipment for secure authentication and for the use of the product by authorised users.

- c) The licensees are authorised to use the data they have been provided to set up value-added services for the authorised institutions. These include, for example, evaluation services (data mining) and aggregation or integration services in virtual research environments for authorised users.
 - d) In the case of licenses or content which include the use of the product for an unlimited time period, the licensees and third parties commissioned by the licensees are also authorised to take all technical measures necessary for safeguarding the long-term storage of the product (in particular, but not limited to the conversion of the data into other formats), or to commission third parties to perform such measures.
 - e) The data (e.g. metadata, content objects) are to be delivered in open, standardised formats (if possible, PDF/XML and NLM-DTD) and accompanied by documentation.
 - f) The data are to be delivered in their entirety and are to be identical to the licensed product.
 - g) The data must be delivered in a standardised character set (utf8 if possible).
17. In order to create usage statistics, the vendor is to provide data organised by month, generally according to the current "COUNTER Code of Practice" standard, whereby the statistics should separately list the use of the individual titles by each authorised institution and, for non-university research institutions (e.g. Fraunhofer Society, Helmholtz Association, Max Planck Society, Leibniz Association), for the individual institutes, and the use by private persons. These statistics reports indicate the use of the back files separately from the use of current volumes and must be provided no later than three weeks after the end of each quarter. Furthermore, the vendors declare that they are willing to integrate the identifiers for the participating institutions from the registration of national licences into their statistics systems and deliver these to the licensees together with the statistics.
18. Multi-year licences must include an option for early termination for the participating institutions.

C. Usage regulations

19. Use is permitted only within the scope of the services typically provided by libraries to their users, i.e., primarily for academic and personal use. Dissemination and

commercial use of the licensed products is not permitted. Further processing functions, such as downloading and printing digital content for personal and academic use, is part of the licence.

20. Products purchased as an Alliance licence can be integrated without restriction into electronic course packs and virtual research environments of all authorised institutions as well as into the virtual specialised libraries operated by authorised institutions.
21. In the event of technical failures of the vendor platform, individual articles may be passed on in electronic form among the authorised users / authorised institutions listed in the contract.
22. The licensee or a third party authorised by the licensee is permitted to use the metadata in any way suitable for enabling, promoting, simplifying and supporting the use of the licensed product or the individual information objects it contains by authorised users. In particular, the metadata may be indexed for this purpose and, if necessary, integrated by links into local catalogue systems, regional or national union catalogue systems, other library services and information systems operated by third parties (including, but not limited to, search engines). This facilitates direct access by authorised users to the licensed product and the information objects it contains. All authorised institutions have the right to use the metadata in this way. Commercial use of the metadata is not permitted.

D. Other regulations

23. Authors from authorised institutions are permitted free of charge to promptly store their articles appearing in licensed journals generally in the form published by the publisher (e.g. PDF) in an (institutional or discipline-specific) repository of their choice and to make them available in Open Access. Authorised institutions to which the respective authors belong have the same right. An agreement by which the publisher itself stores articles written by authors from authorised institutions in a repository may also be reached.