

# Guidelines for the Purchase of Publications in the DFG-funded System of Specialised Information Services for Research

## I. General Guidelines

The primary function of the "Specialised Information Services for Research" funded by the DFG is to allow researchers of all disciplines who are based in Germany, irrespective of where they work, fast and direct access to specialised literature and research-specific information that is not available at every institution in the same scope and in the same quantity. This applies equally to electronic and printed resources.

The following guidelines apply to the DFG-funded purchase of research information for use by a specialised information service:

- The purchase is not restricted in any way by the date of publication or the form in which the media to be acquired was published (e.g. print media, electronic media, audio or video).
- Suitable mechanisms must allow products which are purchased for use by a DFG-funded specialised information service to be made available under contract to relevant research users and must be retained and made available for the long term.
- Products/research publications that are generally understood to be a fundamental requirement of a discipline cannot be purchased.
- General works of reference (such as encyclopaedias, national bibliographies, library catalogues and address books) and costly collectors' items (such as special editions of bibliophilic interest) are excluded from purchase.

- To facilitate faster access and to allow wider usage, the digital form of a publication, if it is available, should always be preferred (e-only policy). It is possible to depart from this guideline if it is expedient for scientific purposes or if the purchase and national provision of the electronic version are not possible for practical reasons.
- Purchase of both the printed and the electronic version of a product is only possible in exceptional cases for which particular reasons must be provided.

## II. Guidelines for the Purchase of Electronic Resources

Libraries providing a specialised information service will be supported in the purchase of digital resources by centres of competence. These centres will handle the purchase of digital resources (licence negotiations) and carry out any technical procedures (involving registration, activation or access platforms, for example). Centres of competence develop purchasing and licensing models which allow specialised information services to licence electronic media so that they can be made available to a contractually defined user group. They handle negotiations, implement the contract and provide rights management and ensure the technical availability of the licensed products.

Electronic products considered for purchase must satisfy the following prerequisites:

### A. Regulations on Purchasing

1. The licensee is the library responsible for the specialised information service.
2. The license is purchased so that it can be made available to users under suitable contracts.

Users are generally researchers or individuals with access privileges at the following types of institution:

- 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 main subject libraries,
- c) primarily publicly funded research libraries and special academic libraries,
- d) research institutes primarily funded by the German federal or state governments, including research institutions located abroad but funded by public bodies or pri-

marily publicly funded bodies in Germany, such as the German Historical Institutes.

The composition of the subject-specific user groups for whom the licenses are intended can vary widely. The user groups are defined in detail in the licensing contract.

Access to the licensed material is via a **secure authentication process**.

The use of proxy servers is generally possible.

3. 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 to grant the non-exclusive, non-transferable right to the licensees and contractually defined user groups 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 databases<sup>1</sup>, the following applies: The purpose of the licence is to grant the non-exclusive, non-transferable right to the licensees for the contractually stipulated term of the licence to enable contractually defined user groups 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.

Products can also be licensed for a limited period of use in exceptional and justified cases.

4. 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.

Deviations from this guideline are only possible in exceptional and justified cases. They must be described and reasons must be given in the report.

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<sup>1</sup> Dynamic databases are considered to be products whose content is continuously updated, where the old versions are not generally archived.

Exceptions to this regulation are only permitted for dynamic databases, in which the product content continually changes without the old versions being archived. Should the vendor no longer offer the product, the vendor is obligated to supply the licensees with the last version as an archive version.

5. Upon request, the licensor is obligated to physically supply the licensees with the complete product at no additional charge, i.e. including the metadata and all digital objects that are part of the product, on suitable storage media and in suitable data formats as agreed.
  - a) The licensees may use the data provided in any way they deem suitable in order to make the product accessible to the contractually defined user group while upholding 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 the contractually defined user group.
  - c) The licensees are authorised to use the data to set up value-added services. These include, for example, evaluation services (data mining) and aggregation or integration services in virtual research environments for contractually defined 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 to safeguard 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).

6. So that usage statistics can be compiled, the supplier is to provide data broken down by month and where possible in the current standard of the "COUNTER Code of Practice".

7. Multi-year licences must include an option for early termination for the licensee.

## **B. Product Features / Offer Features**

8. The vendor provides the products on its own platform and guarantees high availability (24/7/365).

9. 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).

10. The vendor platform generally offers linking from references and other bibliographic data records to further services via open interfaces (Outbound OpenURL).

11. 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.

12. 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 with a resolver so that each individual data record (e.g. article or e-book) can be linked.

13. Content should be usable with widely available tools (e.g. PDF viewer or web browser). The recommendations of the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (web accessibility, valid HTML) should be taken into account.

14. The breakdown of the product into logical units (e.g. assignment of data records to products or of articles to journal titles) must be reflected by the data delivered.

15. If a product is available from multiple vendors, a platform-independent licence should be preferably purchased.

16. As a rule, all products have the option of full text indexing.

17. The integration of functionalities such as OpenLinking, interfaces, personalisation functions, interactive and multimedia elements and even complete multimedia resources such as film archives is preferable.
18. 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 titles in a package satisfy high scientific quality standards.
  - c) The products are offered in a widely available format and with widely available 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.

### **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 research and personal use. Further processing functions, such as downloading and printing digital content for personal and academic use, are part of the licence.
20. The licensee or a third party authorised by the licensee should be permitted to include the licensed content in virtual research tools, such as electronic course packs, virtual research environments and virtual specialised libraries. This should be part of the contractual arrangements.
21. The licensee or a third party authorised by the licensee is permitted to use the metadata in any way suitable for enabling, promoting, facilitating and supporting the use of the licensed product or the individual information objects it contains by the contractually defined users. In particular, the metadata may be indexed for this purpose and, if necessary, integrated by links into local catalogue systems, regional or nationwide union catalogue systems, other library services and information systems operated by third parties (including, but not limited to, search engines). These links facilitate direct access by the contractually defined users to the licensed product and the information objects it contains. All users have the right to use the metadata in this way.

## **D. Open Access Regulations**

22. Where possible, open access rights should be granted for the licensed materials, particularly for journals. The following regulations are recommended: Authors from the contractually defined user group are permitted free of charge to store without delay their articles which appear 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 through open access. The institutions to which the authors belong have the same right. An agreement by which the publisher itself stores articles written by authors from the contractually defined user group in a repository may also be reached.