

Guidelines for the Purchase of DFG-Funded Electronic Archives (Backfiles)

The following guidelines relate to the Infrastructures for Scholarly Publishing Programme. They apply to the purchase of retrospective content of long-term relevance to academic research in electronic form, e.g. digital archives and online backfiles. These guidelines form the basis for funding by the DFG. Funding the acquisition of archives supports the transition to open access and can therefore be funded through the focus area “Structures for Transitioning to Open Access”.

Thus, proposals to acquire digital archives can only be submitted if an open access transformative agreement¹ covering current content of the same product has been or will be concluded.²

Products considered for purchase as a digital archive must be of high research quality and very user-friendly. In addition, they must satisfy the following requirements:

¹ Agreements are considered open access transformative agreements if they aim to fully transition the content to open access and take both access fees and publication costs into consideration. Such agreements may be found in the ESAC registry (only for agreements that have already been concluded): <https://esac-initiative.org/about/transformative-agreements/agreement-registry/>

² Funding the acquisition of licences for current content – including open access transformative agreements – cannot be funded through this programme. The acquisition of licences exclusively for subject-specific content is eligible for funding within the framework of the Specialised Information Services Programme; note, however, that open access transformative agreements will not be supported as part of the Specialised Information Services Programme as funding for these agreements may be acquired by participating institutions via the Open Access Publication Funding Programme.

A. Purchasing Regulations

1. Licensees or purchasers

The institutions responsible for conducting the negotiations for the respective product are referred to as licensees or purchasers. The rights granted to the licensee to use the metadata and full texts, including any digital objects that are part of the product, are also granted to the authorised institutions and are contractually regulated by the licensee.

2. Scope of funding

The following applies to completed databases, journal archives and completed e-book packages: Permanent rights to access and use such content can be purchased via a one-time payment. The purpose of the licence is to grant licensees the permanent, non-exclusive, non-transferable right to permit authorised institutions and authorised users to use the product for academic research purposes via secure authentication. Free access to the vendor's server, without a time limit, is included in the licence fee.

The archives funded are generally made available to all authorised institutions and individual users in Germany according to a national licence, and can then be accessed within each institution's IP range and for local indexing and archiving. This access can also be granted via the institutions that license the contents. Exceptions to making the archives available according to a national licence may be granted, but a reason must be given.

The licence fee includes access to these archives on the vendor's servers for all authorised institutions, at no additional charge and without a time limit. Hosting on a consortial level (i.e. the provision of access for all authorised institutions by the lead institution or designated third parties, e.g. after a trigger event) must be guaranteed.

3. The object of the licence for completed retrospective content, databases, journal archives and e-books is the right to archive or host the contents on servers owned by the licensees or by third parties authorised by the licensees, for the purpose of ensuring permanent availability of the contents.

4. For licence purposes, **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 main subject libraries,
- c) research libraries and specialised academic libraries with primarily public funding,
- d) research institutes primarily funded by the federal or state governments, including research institutions located abroad but funded by public bodies or primarily publicly funded bodies in Germany, such as the German Historical Institute.

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 researchers); other employees (with both permanent 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 institution's information services via computer workstations on its premises (walk-in users) are considered authorised users only for the duration of the visit.

- b) If possible, this should also apply to private persons with permanent residence in Germany who have registered using a suitable process, as long as this registration remains valid.

Licensed materials can be accessed via secure authentication. Secure authentication is the guarantee of access to the licensed material through shibboleth authentication, Internet Protocol (IP) ranges or authentication with a user name and password by means of other methods that are to be agreed upon in writing between licensee and licensor. Access methods must be chosen that enable the best possible protection of user data.³

The use of proxy servers is possible.

³https://www.bibliotheksverband.de/fileadmin/user_upload/DBV/positionen/2019_11_26_Rundgespaech_RA21_-_Stellungnahme_Empfehlungen_final.pdf

5. Upon request, the licensor is obligated to physically supply the licensee or, indirectly the authorised institutions, with the complete product at no additional charge, i.e. including metadata and all full text, including digital objects that are part of the product, on suitable storage media and in suitable data formats as agreed, generally via an FTP server. The data delivered must be broken down into logical units (e.g. assignment of data records to products, or of articles to journals).
 - a) Licensees may use the data provided to them in any way they deem suitable in order to make the product accessible to authorised users, in compliance with the licence agreements. They may, for this purpose, integrate the data in technical usage/storage systems operated by themselves or by third parties.
 - 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, like the authorised institutions, have the right to use the data provided to them to set up value-added services for the authorised institutions. These include, for example, full-text indexing, automated methods of information extraction and processing in licensed full texts, including digital objects and metadata (text and data mining). The archives acquired can be integrated without restriction into electronic course packs, virtual research environments, specialised portals and virtual specialised libraries operated by authorised institutions.
 - d) The licensees or any third parties commissioned by them, as well as the authorised institutions have the right to take any technical measures necessary to safeguard the product for the long term (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 delivered in open, standardised formats and are accompanied by documentation. JATS, MARC and ONIX must be used as metadata schema.
 - f) Data must be delivered in their entirety and in congruence with the product.
 - g) The data delivered must be broken down into logical units (e.g. assignment of data records to products, or of articles to journals).
6. For metadata, the following also applies:
 - a) They meet all requirements for consistent, automated processing. They must be provided at the same time as the archive.

- b) Data must be provided in standard character sets (preferably UTF-8).
 - c) Each metadata record must contain a unique, persistent identification number.
 - d) The licensee or a third party commissioned by the licensee is permitted to use the metadata in any way suitable to enable, promote, facilitate and support authorised users to utilise the licensed product or the individual information objects contained therein. In particular, the metadata may be indexed for this purpose and – possibly with links allowing direct access by authorised users to the licensed product and the individual information objects it contains – integrated into local catalogue systems, regional or nationwide union catalogue systems, as well as other library services and information systems operated by third parties (including, but not limited to, search engines), and released with these systems as Linked Open Data without limitations. All authorised institutions have the right to use the metadata in this way.
 - e) Data elements and the metadata sets for e-books adhere to the requirements specified in the paper “Anforderungen der deutschsprachigen Verbundsysteme und der Deutschen Nationalbibliothek an Metadatenlieferungen zu E-Books und E-Book-Paketen 2015”⁴ by the Consortium of Library Networks.
 - f) Open access publications, which can form part of the archive, must include identifiers in the metadata at the article level through which the potential uses are clearly identified.
7. In order to compile usage statistics, the vendor will provide data generally according to the current COUNTER Code of Practice standard.
8. The number of authorised users who may simultaneously access the product is not limited by the licence.
9. If a product is available from multiple vendors, a platform-independent licence should be purchased where possible.
10. In the event of technical failures of the vendor platform, individual articles may be passed on in electronic form among the authorised users or institutions specified in the contract.

⁴ www.bib-bvb.de/documents/28457/156020/E-Books+ +Anforderungen+von+Verbänden+und+DNB+an+Metadaten

B. Product Features / Offer Features

11. The vendor provides the products on its own platform and guarantees high and permanent availability.
12. 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).
13. The vendor platform generally offers linking from references and other bibliographic data records to further services via open interfaces (Outbound OpenURL).
14. 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.
15. The licensed products are generally accessible via a DOI or other open, standardised and persistent URIs or URNs. Where possible, they should be linked to the author's ORCID profile.
 - 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.

C. Open Access Rules

16. Authors from authorised institutions are permitted, free of charge, to promptly add their articles that have appeared in the archives purchased to institutional or discipline-specific repositories of their choice without a period of embargo and to make them available via open access, generally in the form used by the publisher (e.g. PDF). The authorised institutions to which the authors belong have the same right. The vendor agrees to provide free advice and technical support to authorised institutions regarding the identification and delivery of relevant article data and full texts, including digital objects. This should consist of providing the full texts including metadata in a common format or according to standards that facilitate import into repositories, as well as the actual import

of full texts into repositories. The vendor should supply the content to Deep Green⁵ in particular.

⁵ <https://deepgreen.kobv.de/en/project-deepgreen/>