Guidelines

for the Purchase of Publications in DFG-Funded Discipline-Specific Information Services

Disclaimer: The English translation of this document is provided for informational purposes. In the event of a discrepancy between the English and the German versions, the German text takes precedence.

DFG

The following guidelines relate to the "Discipline-Specific Information Services (FID)" programme. They apply when acquiring specialist scientific information and form the basis for the funding of the acquisition by the DFG.

I.   General Guidelines

Through the "Discipline-Specific Information Services" programme, the DFG funds the establishment and expansion of discipline-specific information services for information infrastructures of academic value. Discipline-specific information services aim to improve the provision of subject-specific information across different sites through the use of specialised publications and information that is relevant for research purposes. Discipline-specific information services do this by focusing on the special need[1] of the research community in each discipline, and provide subject-specific information services at a national level which go beyond basic provision[2] and which supplement the information services available at local level. 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:

- Media can be acquired in all forms.
- General works of reference (such as encyclopaedias, national bibliographies, library catalogues and address books) and costly collectors' items (such as special editions) are excluded from acquisition.
- Products/research publications must be of high academic quality and must be aligned with the special need of the subject area. Products/research publications that form part of the basic requirements of a subject area cannot be acquired.
- To facilitate faster access irrespective of location and a wider range of possible uses, the digital form of a publication should always be preferred if available (e-preferred policy). It is possible to depart from this guideline if it is expedient for academic purposes or if

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[1] A special need is very heterogeneous due to the special characteristics of the subjects. It can for instance be served differently by a regional specialised information service than by one aligned towards a specific research discipline. A special need can therefore only be substantiated on a subject-related basis and related to the individual discipline-specific information services.

[2] Correspondingly, basic provision may also vary very significantly depending on the subject area. It is the responsibility of the applicants to describe the specific situation for individual discipline-specific information services.

the purchase and nationwide provision of the electronic version are not possible for practical reasons.

- It is not generally possible to acquire both the printed and the electronic version of a product.

- DFG-funded print and electronic products must be made accessible to all interested research users via suitable provision mechanisms that ensure long-term traceability and availability. The publications and information acquired are expected to be made available in accordance with the relevant respective standards, and the metadata is expected to be stored in the relevant nationwide referencing systems. Products must be made available in a manner that guarantees maximum potential for retrieval.

- The print and electronic products purchased with DFG funding must be archived on a permanent basis.

II.   Guidelines for the Purchase of Digital Resources

Institutions providing a specialised information service will be supported in the purchase of digital resources by the Competence Centre for Licensing[3] (CCfL). This centre handles the purchase of digital resources (licence negotiations) and takes care of any organisational and technical procedures (involving registration, activation or access platforms, for example). It also develops licensing models that enable a specialised information service to licence electronic media, which it can then make accessible to an authorised group of users. It assumes responsibility for the negotiation and execution of the licence agreements and ensures rights management and technical provision of the licensed products.

Institutions providing discipline-specific information services are strongly recommended to use the services of the CCfL for processing licence negotiations. If these services are not used, a justification must be provided in the proposal.

It is mandatory for any institutions providing discipline-specific information services to enable a central overview that all discipline-specific information services notify the CCfL of all licenses that they have acquired independently and inform the CCfL of the start of independent licence negotiations. Discipline-specific information services are also requested to pass on to the CCfL usage figures for resources involving independently acquired licenses so as to enable central evaluation of the utilisation data.

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[3] To find out more about the centre, see http://www.fid-lizenzen.de

A.   Regulations on Purchasing

1.   Licensees or acquirees

The licensee or acquiree is the institution that manages a specialised information service. If a specialised information service is operated by multiple institutions, an agreement is reached among them as to which one is the licensee. The usage rights to the metadata and full copies to which the licensee is entitled, which includes the digital objects that form part of the product, are also granted to the authorised institutions and authorised users and are contractually regulated by the licensee.

2.   Scope of funding

The following applies to <u>completed databases, journal archives</u> and <u>completed e-book packages</u>: They are offered for the purchase of permanent access rights based on 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 period 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. Hosting on the licensees' servers (i.e. provision of access for all authorised institutions and users by the licensed institution, e.g. after a trigger event) must be guaranteed.

The following applies to <u>current journals</u> and <u>dynamic databases</u>[4]: 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.

3.   Authorised users

The license is purchased so that it can be made available to users under suitable contracts. The purchase of licences is to result in the widest possible access being ensured and covering the fullest possible range of user requirements. Access opportunities must generally be provided by way of a national licence wherever this is possible or reasonable, which ensures access to all interested parties from all departments and institutions. Licences may also be aimed at a specific user group in justified cases.

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[4]   Dynamic databases are products whose content is continuously updated, where the previous versions are not generally archived.

In exceptional cases where licences are addressed to a subject-specific user group, these licences may differ very significantly. They are defined in the licence agreement in each case.

Authorised users are generally researchers or individuals with access privileges at the following institutions:

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 specialised 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 primarily publicly funded bodies in Germany, such as the German Historical Institute.

Access to the licensed material is via a **secure authentication process**. Secure authentication is defined as 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 which enable the best possible protection of user data.[5]

The use of proxy servers is possible.

4.   The licences include the right to archive 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 content.

Deviations from this guideline are generally not permitted. Subject-specific exceptional cases must be described in the proposal and a justification given.

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

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5.   Upon request, the licensor is required to physically supply the licensee 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 breakdown of the product into logical units (e.g. assignment of data records to products, or of articles to journals) must be reflected by the data supplied.

   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 managed by German libraries or commercial operators) with the operation of the technical set-up 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 (data and text mining). The licence products acquired can be integrated without restriction into electronic course packs, virtual research environments, specialised portals and virtual specialised libraries operated by authorised institutions.

   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 delivered in open, standardised formats and are accompanied by documentation. JATS, MARC and ONIX must be used as metadata schema.

   f)   Data are to be delivered in their entirety and identical to the licensed product.

Deviations from regulations 5 a) - 5 d) are only possible in exceptional and justified cases and must be presented at the time of proposal submission.

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 product.

b)   Data must be provided in standard character sets (preferably UTF-8).

c)   Each metadata record must contain a unique, unalterable identification number.

d)   The licensee or a third party commissioned by the licensee is permitted to use the metadata in any way 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. Deviations from this rule are only possible in justified cases.

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" by the Consortium of Library Networks[6]

f)   Open-access publications, which can be part of the licensed product, must include identifiers in the metadata at article level through which the potential uses are clearly identified.

7.   In order to compile usage statistics, the vendor is to 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 generally limited by the licence.

9.   Multi-year agreements must provide licensees with an option for early termination.

10.   If a product is available from multiple vendors, a platform-independent licence should be purchased where possible.

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[6]https://www.bib-bvb.de/documents/28457/156020/E-Books+_+Anforderungen+von+Verbünden+und+DNB+an+Metadaten/e2570b69-edeb-47dc-9071-8800b91b3d64

11.   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 specified in the contract.

12.   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. The license covers further processing functions which go beyond the regulations of the Copyright Act (UrhWissG), such as downloading and printing out digital content.

B.   Regulations Regarding Product Features / Offer Features

13.   The vendor provides the products on its own platform and guarantees high availability on a 24-hour basis.

14.   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).

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

16.   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.

17.   The licensed products are generally accessible via 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.

18.   Content should be usable with widely available tools (e.g. PDF viewer or web browser).

19.   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.

20. The following additional criteria apply to the purchase of e-books:
    a) The offer should also include the option of selecting individual titles. Deviations from this rule are only possible in exceptional and justified cases.
    b) Prebundled packages can only be licensed if all of the titles in a package meet high academic quality standards and the special need of the subject area.
    c) The products are offered in a widely available format and with widely available reader software.

C.   Open Access Regulations

21. Where possible, open access rights should be granted for the licensed materials, particularly for journals. The following regulation is recommended: Authors from authorised institutions or the authorised group of users are permitted, free of charge, to promptly add their articles that have appeared in licensed journals to institutional or discipline-specific repositories of their choice and to make them available via open access, generally in the form published 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 may, for example, involve providing the full texts including metadata in a common format or according to standards that facilitate import into repositories, and then importing the data. The vendor is to supply the content to Deep Green[7] in particular.

22. In addition to providing open access publications and freely available content, the institutions providing discipline-specific information services are also recommended to participate in an open-access transformation and conclude subject-specific open-access transformation agreements as part of an open access-preferred policy under the "Discipline-Specific Information Services" funding programme which is freely available.

23. As part of the DFG's "Open Access Publication Funding" programme, research institutions can apply for funds to finance open access publications by its members. This funding is used to support research articles as well as books in open access.

    Open access publication funding is complemented by the DFG funding programme "Infrastructures for Scholarly Publishing", which supports the open access transformation

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[7] https://deepgreen.kobv.de/en/project-deepgreen/

by funding open access infrastructures as well as the acquisition of archives. The acquisition of retrospective research content in digital form which requires a license, or content which is relevant for research purposes in the long term ("digital archive", "backfiles"), may be funded, taking into account the subject-related relevance to the community, if there is an intention to carry out an open-access transformation project and the implementation of such a project is imminent or has already been completed.