

# Guidelines

## for the Purchase of Licences funded by the DFG

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

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

### A. Purchasing Regulations

#### 1. Licensee

The licensee is the institution responsible for negotiating the licence for the relevant product (licensed material). 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. Licensed property

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 to the licensees for an unlimited time the non-exclusive, non-transferable right to permit authorised institutions and authorised users 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 to the licensees for the contractually stipulated term the non-exclusive, non-transferable right to permit authorised institutions and authorised 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.

In addition, the moving wall principle applies for current journals. Archives that successively build up during the term of the contract become available, after a period to be defined in each case, generally after one year, to all authorised institutions in Germany by way of a national licence, and can then be accessed within each institution's IP range for viewing and for local indexing and archiving. The licence fee includes free access to these archives on the vendor's servers for all authorised institutions, generally without a time limit.

For (continually updated) full-text databases<sup>2</sup> there is also the option to develop appropriate models for making them available, after a date to be determined, to all authorised institutions in Germany by way of a national licence.

For dynamic databases, nationwide licensing is also expected to add value, for example in the form of particularly favourable pricing.

3. The object of the licence for completed databases, journal archives and e-books, as well as of licensed volumes and accrued archive volumes and segments for current journals and full-text databases, includes 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 contents.

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

<sup>2</sup> Continually updated full-text databases are collections and compilations of contents and materials (e.g. texts, music, maps or graphical documents) that are provided retrievably via a shared interface, and to which new contents and materials are continually added.

4. E-only-based pricing models are generally desirable. If pricing continues to be conventional, the advantages of the chosen pricing model over alternatives must be demonstrated. As part of the pricing model, selection options should be examined and presented.
5. In multidisciplinary packages the title lists are sorted by subject area. The most important titles of the packages are identified. The licence provides for selection options for the authorised institutions where possible.
6. 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 central 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 academic institutions located abroad but funded by public bodies or primarily publicly funded bodies in 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 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) Material that can in principle be provided to all authorised institutions via a moving wall under 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.

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.

The use of proxy servers is generally possible.

7. Upon request, the licensor is obligated 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. Exceptions to this rule 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 an archive version.
  - 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 (hosting and archiving) 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 (data and text mining).<sup>3</sup> Products acquired under an Alliance licence can be integrated without restriction in electronic course packs and virtual research environments of all authorised institutions as well as into the specialised portals and virtual specialised libraries operated by authorised institutions.

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<sup>3</sup> See also declaration by the STM Association at [http://www.stm-assoc.org/2013\\_11\\_11\\_Text\\_and\\_Data\\_Mining\\_Declaration.pdf](http://www.stm-assoc.org/2013_11_11_Text_and_Data_Mining_Declaration.pdf)

- d) In the case of licences or content aimed at the use of the product for an unlimited time period, the licensees, any third parties commissioned by them, and the authorised institutions also 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 (if possible XML, PDF and NLM-DTD) and accompanied by documentation.
  - f) Data shall be delivered in their entirety and in congruence with the licensed product.
  - g) 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.
8. For metadata, the following also applies:
- a) They meet all requirements for consistent, automated processing. They are provided at the time the licensed product is provided/activated.
  - b) Data must be provided in standard character sets (preferably UTF-8).
  - c) Each metadata record must contain a unique, unalterable identification number.
  - d) Metadata are provided by FTP (File Transfer Protocol), the OAI-PMH method (Open Archives Initiative Protocol for Metadata Harvesting) or the B2B (Business to Business) method via an agreed interface.
  - e) 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 information objects it contains – integrated 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), and released with these systems as Linked Open Data without limitations. All authorised institutions have the right to use the metadata in this way.
  - f) Data elements and the metadata set 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 2013 by the Consortium of Library Networks.  
<http://www.dnb.de/SharedDocs/Downloads/DE/DNB/wir/agVerbundAnforderungenMetadatenEbooks2011.pdf>

- g) Provision of follow-ups, updates and deletions are handled as specified in the paper Anforderungen der deutschsprachigen Verbundsysteme und der Deutschen Nationalbibliothek an Metadatenlieferungen zu E-Books und E-Book-Paketen 2013 by the Consortium of Library Networks.

[http://www.dnb.de/SharedDocs/Downloads/DE/DNB/wir/agVerbundAnforderungen\\_MetadatenEbooks2011.pdf](http://www.dnb.de/SharedDocs/Downloads/DE/DNB/wir/agVerbundAnforderungen_MetadatenEbooks2011.pdf): Follow-up deliveries of newly added titles and editions are provided by activation via the usual channels. If the publisher makes changes or corrections to the metadata, the data sets will be provided again in the form of separate update deliveries. If the data corrections cannot be supplied separately but only together with new titles, the individual data sets must be clearly identified as “new” or “corrected”. Corrected sets are delivered with the same ID number. If the publisher deletes titles or editions from its e-book portfolio (e.g. because the author has withdrawn the publication rights), the relevant metadata records shall be provided again in the form of separate deletion deliveries. If the deletions cannot be supplied separately but only together with new or corrected titles, the individual data sets must be clearly identified as “new”, “corrected” or “deleted”.<sup>4</sup>

9. In order to create usage statistics, the vendor will provide data broken down by month, generally according to the current COUNTER Code of Practice standard. 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 or Leibniz Association), for the individual institutes, and use by private persons. These statistical 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 (WIB numbers) into their statistical systems and deliver these to the licensees together with the statistics. Providers shall support automated data retrieval via a standard interface (e.g. SUSHI) where possible.
10. Multi-year agreements must provide the participating institutions with an option for early termination.

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<sup>4</sup> The identification is done in MARC 21 in the leader at position 5, and in ONIX for Books in the element <Notification or update type code> according to code list 1. Update deliveries in ONIX for Books 2.1 must always include a full ONIX record.

11. The number of authorised users who may simultaneously access the licensed product is not generally limited by the licence.
12. If a product is available from multiple vendors, a platform-independent licence should be preferably purchased.
13. The following additional criteria apply to the purchase of e-books:
  - a) For pick-and-choose models, the authorised institution makes a demand-oriented, locally specific selection.
  - b) Prebundled packages can only be licensed if all of the titles in a package satisfy (or, in the case of frontlist offerings, are expected to satisfy) high scientific quality standards.
  - c) A product offered only as a check-out model cannot be purchased as an Alliance licence.
  - d) Products for which usage is significantly restricted by DRM (Digital Rights Management) cannot be licensed.
  - e) Only products can be licensed whose electronic version will not be delivered later than their printed version.
  - f) 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 provide standard formats for hosting and long-term archiving at no additional charge.
  - g) Metadata shall be delivered in the MARC 21 or the ONIX for Books format.
14. 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. 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 or remote access to resources for registered users, are part of the licence.
15. 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.

## **B. Open-Access Rules**

16. Authors from authorised institutions 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, consist of providing the full texts including metadata in a common format or according to standards<sup>5</sup> that facilitate import into repositories. It is also desirable for the vendor to make it his or her responsibility to add articles by authors from authorised institutions to an agreed repository, for example via a SWORD interface.

### C. Product Features

17. The vendor provides the products on its own platform and guarantees high availability (24 / 7 / 365).
18. The vendor platform generally offers a sufficiently powerful linking syntax through which all data records and important structural outline levels can be accessed (e.g. Inbound OpenURL).
19. The vendor platform generally offers linking from references and other bibliographic data records to further services via open interfaces (Outbound OpenURL).
20. 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.
21. 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.
22. 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.

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<sup>5</sup> A good framework for reference is the metadata file that has been defined as part of the PEER project, cf. [http://www.peerproject.eu/fileadmin/media/reports/PEER\\_D2\\_2\\_20091028\\_v5.pdf](http://www.peerproject.eu/fileadmin/media/reports/PEER_D2_2_20091028_v5.pdf), p. 10.