

Clinton K. Chamberlain

Breaking the bottleneck

Using SERU to facilitate the acquisition of electronic resources

Earlier this year, the National Information Standards Organization (NISO) adopted the Shared Electronic Resource Understanding (SERU) as a NISO Recommended Practice. SERU was developed to serve as an alternative to license agreements, which are often time-consuming and costly for both libraries and publishers, and can impede the timely acquisition of electronic resources. What follows is a brief overview of SERU and how it may be used to facilitate the electronic resource acquisitions process.

History

Spearheaded by Judy Luther (Informed Strategies) and Selden Lamoureaux (University of North Carolina-Chapel Hill), SERU began as a kernel of an idea in 2005 when Luther and Lamoureaux realized that both publishers and librarians were frustrated by the time-consuming and costly process of drafting and negotiating license agreements. At several conferences held between 2005 and 2006, Luther and Lamoureaux discussed the idea in a variety of venues with publishers and librarians. It soon became evident that there was widespread interest in finding an alternative to licensing.

There was general recognition that although license agreements made sense in the early days of electronic resource transactions, which involved expensive content and partners with no experience with the requirements for the provision and acquisition of electronic resources, industry norms have matured while both publishers and librarians have gained substantial experience. In addition, more publishers are provid-

ing more online content, which in turn has resulted in more license agreements. Negotiation of license agreements has become a burdensome routine, and many librarians and publishers desire a return to the kind of nonlitigious relationship that had been part of the long history of cooperation between the two parties.

In 2006, a group sponsored by NISO was created and tasked with the responsibility of investigating common licensing practices to determine commonly agreed-upon concepts. It was hoped that best practices for implementation of these concepts could be identified. The group members were drawn from varying sizes of U.S. academic libraries, as well as different types of publishers. The group also included representation from a subscription agent and a consortium, in addition to members who had been trained in legal matters. After an initial meeting in October 2006, the NISO Working Group created a document that ultimately would become SERU.¹

Shared understandings

The NISO Working Group met with the assumption that shared expectations had developed among librarians and publishers around a core group of issues related to the acquisi-

Contact Joyce L. Ogburn—series editor, cochair of the ACRL Scholarly Communications Committee, and university librarian at the University of Utah—with article ideas, e-mail: joyce.ogburn@utah.edu

Clinton K. Chamberlain is coordinator for electronic resource acquisitions at the University of Texas-Austin, e-mail: c.chamberlain@austin.utexas.edu

© 2008 Clinton K. Chamberlain

tion and provision of electronic resources.² This core of issues forms the basis of the SERU statements of common understanding. These statements are written in such a way as to address many of the same issues that license agreements cover, but with emphasis on widely accepted practices rather than exceptions or special circumstances.

In addition, a deliberate decision was made to eschew legal language, and the statements are written in vernacular language to the extent possible. In addition to making the statements of common understanding easier to understand, the use of such broad statements and language allows SERU the flexibility to be used with a wide variety of transactions and to accommodate new developments.

The NISO Working Group identified the following seven areas of agreement:

- the subscription,
- the subscribing institution and its authorized users,
- use of materials,
- inappropriate use,
- confidentiality and privacy,
- online performance and service provision, and
- archiving and perpetual access.

For each of these areas, common understandings were identified and proposed for publishers and libraries to reference in lieu of formal license agreements. For example, the section on Use of Materials draws upon the most common and generally agreed upon uses of subscribed content as governed by applicable copyright law, without spelling out every permissible use in the manner of some license agreements. Likewise, a generally agreed upon standard for defining subscriptions was identified: the subscribing institution gains the right to use the subscribed content for a specified period of time upon payment of a fee, the publisher has the right to provide the content to the subscribing institution, and a subscription provides access to the subscribing institution and its authorized users. These are all widely accepted ideas related to subscriptions and

use of content that can mitigate time-consuming negotiations.

The current iteration of the SERU statements is available on the NISO Web site.³ In addition to the statements outlined above, the document includes guidelines for implementing SERU.

How SERU works

In some ways, SERU functions as a sort of handshake based on mutual trust and good will. When both parties to a transaction agree to apply SERU to that transaction, they affirm that they will follow the practices set forth in the SERU documentation without recourse to a signed and negotiated license agreement.

Publishers who wish to use the SERU approach when selling some or all of their content may sign up on the SERU registry, as may libraries who wish to use SERU when acquiring content from selected publishers. Signing the registry indicates both parties willingness to rely on the expressions of shared expectations as listed in SERU, but it does not bind the parties to use this document with all resources or with all transactions. Publishers may also indicate to their subscription agents and their customers when they are willing to forego license agreements and use SERU, while libraries may wish to inquire at the beginning of the acquisitions process as to whether SERU may be used.

When a library decides to acquire a product and there is mutual agreement between library and publisher to accept SERU, the library will generate a purchase order and make payment. The purchase order should include specific business terms of sale, including price and duration of access. Because there is no license to be signed, SERU may be referenced in the purchase order so that the terms of the agreement can be noted. When both parties to a transaction can quickly agree to reference SERU rather than engage in negotiation of a license, substantial savings of time and effort can accrue to both parties; indeed, this can also speed access to an electronic resource for the subscribing institution's users.

It should be stressed that SERU is not a one-size-fits-all approach. Because the SERU statements are intended to articulate common (but not necessarily universal) practices, they will not fit every circumstance. Instead, SERU is intended as an alternative to license agreements when such an alternative makes sense to both parties to a transaction.

Some parties may not be comfortable dealing in high-cost or high-risk transactions without a license agreement, while others may be required by their general counsel to negotiate licenses for all purchases, no matter the cost or perceived risk. If either party is uncomfortable with using the SERU approach (or should either party seek to make changes to the SERU), then a negotiated license may be more appropriate to complete the transaction. The SERU FAQ provides additional suggestions as to how SERU may be implemented.⁴

Implementing SERU

As noted earlier, SERU was adopted as a NISO Recommended Best Practice early in 2008. The SERU statements of practice are available at the NISO Web site.⁵ This site also provides many other resources, including an FAQ, links to relevant articles that provide more detail on SERU, and details on the aforementioned SERU Registry as well as instructions for joining a electronic list devoted to discussion, advice, and information about SERU.

The first step toward implementing SERU is to determine whether such an approach would work for your institution or company by reading through the statements, FAQ, and associated articles and presentations linked from NISO's SERU page. If applicable, join the SERU Registry and discussion list.

Publishers should let potential customers know if they would prefer to use SERU instead of a license agreement for a given transaction, and librarians should ask publishers if SERU could be invoked when engaged in preliminary discussions. If either party is unfamiliar with the SERU approach, they should be directed to the appropriate

documentation at NISO's Web site. Through using SERU, both publishers and librarians may be able to sidestep the laborious licensing process, thereby freeing up valuable time and reducing the high costs associated with license negotiations.

Notes

1. Maria Collins, SERU: An Alternative to Licensing—An Interview with Selden Durgom Lamoureaux, *Serials Review* 33:2 (June 2007), 122–28.

2. Karla Hahn, SERU (Shared Electronic Resource Understanding): Opening Up New Possibilities for Electronic Resource Transactions, *D-Lib Magazine* 13:11/12 (November/December 2007), www.dlib.org/dlib/november07/hahn/11hahn.html.

3. See www.niso.org/publications/rp/RP-7-2008.pdf.

4. SERU FAQ can be found at www.niso.org/workrooms/seru/statementFAQ/.

5. NISO Web site is at www.niso.org/workrooms/seru. ❧

(Periodical indexes . . .” continued from page 676)

of charm in these kitschy and seemingly outdated activities; it's such a drastic change of pace for many of them that they respond reasonably well to the assignments, and many even get legitimately excited about the idea of holding in their hands a book that is hundreds of years old, or seeing a citation to an article that was published before their grandparents were born.

In a course that meets only once a week for one hour at a time, it is important to incorporate activities that have maximum impact. Nudging the students into the unfamiliar galaxy of print indexes is an example of one such activity. Not only are the students physically engaged in a tactile and unfamiliar learning environment, but the activity also provides students with a new lens through which they can understand modern information principles—even from the edge of time. ❧