You Call that Perpetual? Issues in Perpetual Access

Chris Bulock
Southern Illinois University Edwardsville, cbulock@siue.edu

You Call that Perpetual? Issues in Perpetual Access

Chris Bulock, Electronic Resources Librarian, Southern Illinois University Edwardsville

Abstract

Ensuring perpetual access to electronic resources is a difficult and multifaceted process. Many issues stand in the way of seamless ongoing access and challenge traditional definitions of "perpetual." License agreements are often vague on the issue. Librarians and vendors often fail to properly track the content to which an institution is entitled after a contract has lapsed. New e-book editions complicate access to previous editions. Multimedia resources may rely on quickly outdated software, so that they become unusable even if the content still has value. These challenges, as well as strategies for working through them, are discussed in relation to electronic journals, books, and multimedia resources.

Perpetual Access and the Shift to Electronic Resources

Most librarians working with electronic resources will be familiar with the phrase "perpetual access." While that term may be used interchangeably with post-cancellation access or post-subscription access, the concept seems to be a clear one. With journals, it is the right to maintain some type of access to material which a library once subscribed to after the period of the subscription is over. With books and other content, it generally means paying a one-time fee for the content but retaining permanent access.

In the print era, if a library kept their materials and bound them when necessary, the library would be reasonably assured of ongoing access, barring loss, damage, or theft. The story is different with electronic content though. While libraries may buy physical copies of print books or journals, they usually lease access to the electronic versions. This generally requires libraries to rely much more heavily on content providers than in the past. When the library does not own or host a resource, they must make an arrangement with a provider if they desire perpetual access. This arrangement can be a new and challenging area for libraries, which are used to a greater degree of control, as well as for publishers, which did not always archive their own materials in the past (Luther et al., 2010). Some figures in the library world have argued that library collectives would be more appropriate hosts for perpetual archives (Keyhani, 1998), but many of the same difficulties may be associated with that approach as well.

A number of challenges may arise when libraries make arrangements with vendors for perpetual access. These difficulties may include vague language in a license agreement, publishers going out of business, poor tracking of perpetual entitlements by both libraries and providers, and new electronic formats that become difficult to access when technology changes. In short, even once an agreement for perpetual access has been signed, the process of ensuring that access is not at all passive.

The Current State of Perpetual Access

The chief reasons for pursuing perpetual access generally fall into two categories: preservation and value. Libraries want to make sure that content of enduring importance is available far into the future, and so they ensure they retain the right to make it available beyond the terms of their license agreements. Yet, even those libraries that don't consider preservation as part of their mission may seek perpetual access rights so that their subscription dollars have a long lasting impact. Perpetual access rights may also prevent an institution from paying for the same content twice if the content is transferred to a new owner or format.

It seems librarians find the arguments for perpetual access compelling, as a strong majority of respondents to Patrick Carr's (2011) survey of ARL libraries indicated perpetual access provisions

were essential or very important. Many providers have been meeting that demand, as evidenced by Stemper and Barribeau's (2006) study of their library's license agreements, in which 64% of providers include perpetual access. Organized alternatives to vendor hosted perpetual access have also been growing strong. Lots of Copies Keeps Stuff Safe (LOCKSS) allows libraries to locally archive content to be used in the case of trigger events including network downtime and cancelled subscriptions ("How LOCKSS Works"). Controlled LOCKSS (CLOCKSS) allows for public access when content is no longer available from any publisher ("How CLOCKSS Works"). Portico is another approach to archiving that allows its members to access centrally stored content if it becomes unavailable from the original provider, or if the member cancels a subscription ("Portico Services & Benefits"). All three of these services continue to add participating publishers to their rosters.

Despite this, the obstacles to securing and practicing perpetual access are numerous, and shrinking budgets are calling this goal into question. Carr (2011) found that, while many libraries claimed perpetual access was very important, quite a few of those institutions had taken steps that would actually undermine perpetual access. These steps included cancelling subscriptions when (potentially volatile) aggregator access was available and converting print subscriptions to online versions lacking perpetual access. In addition to licensing practices, libraries may frequently undermine the goal of perpetual access through poor tracking of their entitlements. Waller and Bird (2006) sought to determine whether Canadian libraries participating in consortial purchases including perpetual access provisions were taking the necessary steps to provide appropriate access. That is, when a title left the package, a library should retain listings for that title but adjust the available dates, and when new titles were added during the course of the package, libraries should add listings for those new titles. The authors selected a few titles from common packages and found that libraries were properly tracking these changes only about half of the time. What's more, librarians who stated they were systematically

tracking these changes didn't fare any better than librarians who said they weren't.

While the problems of licensing and tracking apply to perpetual access for journals, further problems may come up for electronic books, as well as for interactive and multimedia resources. Electronic reference books, and any other books which are likely to have multiple editions, present particularly tricky situations. Technology problems also present themselves for libraries that have purchased video, audio, and interactive resources, as these may rely on unstable formats and technology. These will be discussed more fully in the coming sections.

Licensing Concerns

License agreements for electronic content often include language of the utmost precision along with statements so vague as to have essentially no meaning. Frequently, provisions of perpetual access fall into the latter category, specifying neither the format nor the cost of post-subscription access. The reasons for this have some merit; it is impossible to know at the time of the agreement when the subscription might come to an end. As such, determining a reasonable price or format for an unspecified future date may be difficult. Will the vendor still be hosting online content in 20 years? Will an annual fee of a specific amount still be reasonable if the subscription is terminated 30 years after the agreement is made? These promises are difficult for providers to make, yet specifics may be necessary, particularly for libraries that have their licenses reviewed by attorneys or purchasing departments. Workarounds might include specifying hosting fees as a percentage of subscription prices rather than an absolute. If a vendor is unwilling to commit to hosting the content in perpetuity, specifying alternatives (like Portico) may be a satisfactory option. Libraries should also consider whether they are truly willing to accept archival access in the form of physical media before they sign such an agreement. For many libraries, if the content is only provided on CD-ROM (or worse yet, data tape), it has no real utility.

While some general ambiguity may be acceptable in an agreement, licenses for books should be very clear regarding what happens when a new edition is published. Even when e-book agreements clearly offer perpetual access provisions, providers may have policies regarding new editions that bring access to an abrupt end. These policies vary widely. While some vendors simply continue to host previous editions (fitting with the common understanding of perpetual access), others remove the old edition and require libraries to move to the new edition (or cease access altogether). Vendors may charge full price, a discounted price, or they may even provide free access to the new edition. With some vendors, there is no consistent policy regarding whether previous editions will remain accessible; individual authors may be allowed to make their own determination, for example. These different policies offer very different value propositions, and libraries should have a clear statement about what happens to their "perpetual" access if the edition they purchased is replaced with a new one.

Interactive and multimedia resources present another question for librarians writing perpetual access into licenses. A print resource on decent paper will be readable for a great many years, and electronic textual resources generally rely on fairly stable formats (usually text files, PDFs, or html). However, audio, video, and interactive resources may rely on formats that are less reliable. Even common formats may fall out of favor. For example, the future of Adobe Flash has been called into question by the prominence of mobile platforms which often do not support it (Arthur, 2012). If a particular format fades away, future playback may become quite difficult. In the case of proprietary or obscure formats, conversion to other formats may prove nearly impossible for libraries of average resources. If a library seeks perpetual access to the content, regardless of the container, then they may want to know whether a vendor will convert obsolete formats to new ones.

Tracking Perpetual Access

While securing appropriate perpetual access in a license agreement is not always easy, it does not require constant ongoing attention. A license agreement may last for a decade, three years, or a single year at worst. However, tracking and maintaining perpetual access is likely to require more frequent attention. Just as in licensing, a librarian cannot simply check a "perpetual access" box and call it a day. Instead, librarians must decide what systems to use for tracking perpetual entitlements and how to make the most of those systems. Again, each format may present its own challenges. Yet, in this case, journals likely pose the most problems.

Librarians managing electronic resources often use a variety of systems for their tasks. Even libraries that have implemented a relatively robust Electronic Resource Management System (ERMS) generally cannot rely on an ERMS alone. If a library tracks perpetual access information, it's likely to be spread across the acquisitions module of an Integrated Library System (ILS), a link resolver, an ERMS, spreadsheets, and databases. Libraries may also use information from subscription vendors and the administrator portions of vendor websites. Of course, it's also possible that all this information lives in a file cabinet instead.

An ERMS likely provides the best chance of putting all information regarding perpetual access in one place. Any full-featured ERMS should allow for the tracking of perpetual access information at multiple levels. ERMS generally includes a licensing module, which either has a built-in perpetual access field, or the ability to designate such a field. A corresponding note field is often available as well. These fields can be useful for tracking all the information mentioned in the previous section: whether access is provided, in what format, at what cost, etc. An ERMS may also allow for tracking perpetual access at a more granular title level. This would be particularly useful for tracking the issues of a journal that will still be available post-cancellation. Because a library may have a license agreement for a journal platform, and subscribe to individual journals for different terms, it would be very difficult to track issue availability at a higher level.

Of course, not every library is able to purchase an ERMS, and even those that do must pull their data from somewhere when populating it. In all likelihood, libraries that have fully implemented an ERMS and are happy with it will still consult

other resources for some pieces of perpetual access information. A traditional ILS may be helpful for this, especially the acquisitions module. Invoice or order records may include dates of access, so that a quick search for a product after cancellation can turn up all the access a library is entitled to. There may also be notes indicating whether there is perpetual access associated with a resource.

However, this sort of information is often missing from the ILS, or information may be needed at a more granular level. The administrator modules of electronic resource platforms may provide perpetual access information, but this is not guaranteed. Some platforms provide downloadable lists of all subscribed content with the access an institution is entitled to during and after a subscription. These lists are indispensable when trying to determine entitlements for resources that a library has not been carefully tracking. Unfortunately, most platforms either do not include perpetual access information or have no list of subscribed resources at all. Libraries using subscription agents may find perpetual access terms and dates of access on the agent's website. However, the terms may come from a generic license rather than the library's specific agreement, and the exact content available post-subscription may not be listed. Still, this may be a very good starting point.

Link resolver knowledge bases may also be useful tools for tracking perpetual access. Perpetual access dates are often different from the available access during the period of a subscription. That is, even if a subscription was only started in 2002, access to issues starting in 1997 may be available while the library maintains an active subscription. In a link resolver knowledge base, librarians can create multiple date ranges to show these different types of availability. Often, activation settings or display rules may be used to track this on the back end while only showing users one active date range.

There are certain trigger events that should lead libraries to consult their perpetual access information and make changes to their listings for a resource (whether in a catalog, link resolver, guide, or elsewhere). Cancellations are perhaps

the most obvious type of trigger event. If a selector is considering cancellation, perpetual access may be a deciding factor. Once the resource has been cancelled, links and holdings information must be adjusted. The transfer of resources from one vendor to another is another type of trigger event. With any luck, both the publisher giving up the title and the publisher taking on the title will endorse the Transfer Code of Practice. Publishers that endorse this code agree that one party or the other will continue to provide previously agreed perpetual access (UKSG Transfer Working Group, 2008). Even in such cases, it is best to confirm that perpetual access has been retained in case entitlement information is lost or the publishers do not fully communicate with each other regarding this responsibility. Similarly, libraries may wish to confirm their perpetual access when a vendor switches to a new hosting platform, as this migration process may result in data errors.

In some cases, it may be difficult to determine whether a trigger event has even occurred. Librarians are usually aware of cancellations, and journal transfers are usually reflected in license amendments, e-mails to administrators, or subscription invoices. Platform changes should be communicated to administrators, but this is not always the case. The trickiest situation comes up with e-books though. If access changes when a new edition of a book is released, then it is vital that librarians are made aware of these updates. The most helpful content providers send an e-mail to administrators whenever content is updated, added, or eliminated, and the message is specific to the library's holdings. Unfortunately, this is very often not the case. Other vendors send out an e-mail when a change is made whether the change applies to the library's particular holdings or not. In some cases, a librarian must sign up for separate alerts, and this is not clear at the time of purchase. In the worst cases, no alerts are sent out at all.

Conclusion

The work of ensuring perpetual access in an electronic environment is drastically different than in a print world. Instead of keeping materials on the shelf and in usable condition, librarians

must concern themselves with contractual rights, hosting, file formats, and tracking their entitlements. Keeping on top of this work for the foreseeable future is certainly a daunting task, but one that librarians face together with colleagues, publishers and vendors.

References

Arthur, C. (2012, June 29). Flash Player for Android: Adobe calls time, declares it dead. *The Guardian Technology Blog.* Retrieved from http://www.guardian.co.uk/technology/blog/2012/jun/29/flash-android-dies-adobe

Carr, P. L. (2011). The commitment to securing perpetual journal access: A survey of academic research libraries. *Library Resources & Technical Services, 55*(1), 4–16. Retrieved from http://search.ebscohost.com/login.aspx?direct=true&db=lxh&AN=57194028&site=ehost-live&scope=site

Christenson, H. (2011). HathiTrust: A research library at web scale. *Library Resources & Technical Services, 55*(2), 93–102. Retrieved from http://search.ebscohost.com/login.aspx?direct=true&db=lxh&AN=59922384&site=ehost-live&scope=site

How CLOCKSS works. (n.d.). *CLOCKSS*. Retrieved from http://www.clockss.org/clockss/How_CLOCKSS_Works

How LOCKSS works. (n.d.). *LOCKSS*. Retrieved from http://www.lockss.org/about/how-it-works/

Keyhani, A. (1998). Creating an electronic archive. *Serials Librarian, 34*(1), 213–224. http://dx.doi.org/10.1300/J123v34n01_24

Lamoureux, S. D., Chamberlain, C., & Bethel, J. (2010). Basics of e-resource licensing. *Serials Librarian, 58*(1–4), 20–31. http://dx.doi.org/10.1080/03615261003622981

Luther, J., DiFiore, K., Gibbs, N., Lamoureux, S. D., Reich, V., Staines, H. R., & Steinle, K. (2010). Ensuring perpetual access to online subscriptions. *Serials Librarian, 58*(1–4), 73–78. http://dx.doi.org/10.1080/03615261003623047

Park, E. G. (2007). Perspectives on access to electronic journals for long-term preservation. *Serials Review, 33*(1), 22–25. http://dx.doi.org/10.1016/j.serrev.2006.12.002

Portico services & benefits. (n.d.) *Portico*. Retrieved from http://www.portico.org/digital-preservation/services

Sparks, S., Look, H., Bide, M., & Muir, A. (2010). A registry of archived electronic journals. *Journal of Librarianship & Information Science, 42*(2), 111–121. http://dx.doi.org/10.1177/0961000610361552

Stemper, J., & Barribeau, S. (2006). Perpetual access to electronic journals: A survey of one academic research library's licenses. *Library Resources & Technical Services, 50*(2), 91–109. Retrieved from http://search.ebscohost.com/login.aspx?direct=true&db=lxh&AN=20576827&site=ehost-live&scope=site

UKSG Transfer Working Group. (2008). TRANSFER code of practice: Version 2.0. *United Kingdom Serials Group*. Retrieved from http://www.uksg.org/sites/uksg.org/files/TRANSFER_Code_of_%20Practice_2_0.pdf

Waller, A., & Bird, G. (2006). "We own it": Dealing with "perpetual access" in big deals. *Serials Librarian, 50*(1), 179–196. Retrieved from http://search.ebscohost.com/login.aspx?direct=true&db=lxh&AN=22526189&site=ehost-live&scope=site