

The SERU Approach to e-Resource Subscriptions

Framework for Development and Use of SERU (Shared E-Resource Understanding)

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Introduction

SERU embodies a desire by publishers and libraries for a cooperative and collaborative relationship that recognizes that provision of timely, high-quality materials and their protection is in the mutual interests of all parties.

Libraries and publishers have a long history of cooperating in a non-litigious relationship that predates the introduction of electronic resources. Since license agreements entered the publishing landscape in 1996, librarians and publishers have continued to successfully address concerns and resolve issues without resorting to legal action. SERU offers publishers and libraries the opportunity to save both the time and the costs associated with a negotiated and signed license agreement by agreeing to operate within a framework of shared understanding and good faith.

The statements below provide a set of common understandings that publishers and libraries may refer to when conducting business involving subscribed online content.

Neither these statements nor this document constitute a license agreement. Rather, the statements describe a set of commonly agreed-upon expectations for how electronic resources should be made available and used.

Further information on SERU is available at the SERU website:
<http://www.niso.org/committees/SERU/>.

How SERU Can Be Used for Subscription Sales

Sellers and purchasers can agree on typical business terms detailing the price, the amount of content, and the period of the subscription. These business transactions can be handled by a purchase document or other traditional means.

Instead of using a license agreement, publishers and subscribing institutions may reference these guidelines in their purchase communications and are encouraged to acknowledge their intent to honor and support them by registering at NISO's SERU website. [A registry for publishers and libraries will be developed.]

Subscribing institutions may wish to note their reliance on SERU by including a statement in their purchase document, such as: "In the absence of a separate license agreement, the _____ Library follows the SERU guidelines, as published at the NISO SERU website: <http://www.niso.org/committees/SERU/>." The purchase document can also be used to describe specific business conditions that may impact the sale, such

as clarifications on authorized users, limits to simultaneous users, etc.

Statements of Common Understandings for Subscribing to Electronic Resources

The Subscription

The subscriber acquires the right to use the subscribed content for a specified time period through payment of an agreed subscription fee.

The publisher has secured the rights necessary to provide access to the content to the subscribing institution.

A subscription to the publisher's content provides a subscribing institution and its authorized users with access to the subscribed content. The number of concurrent users is not restricted unless otherwise explicitly agreed upon by the publisher and subscribing institution.

The Subscribing Institution and Its Authorized Users

The subscriber is generally understood to be a single institution. In a statewide university system comprising multiple universities or campuses, each university or campus would normally be considered a separate subscribing institution. In cases of ambiguity, the publisher and subscriber will explicitly agree on a definition of the subscribing institution and the pricing that applies to it.

The subscribing institution will define its authorized user population in customary and institutionally appropriate ways that respect the business interests of the publisher. The publisher will rely upon the subscribing institution's judgment in defining its user community, but may challenge any interpretation that it considers damaging to its interests. Unless agreed to otherwise, the following authorized user definitions are generally accepted by both publishers and libraries:

- Educational institutions (e.g., schools, universities, and colleges): Authorized users of the subscribed content include the institution's currently enrolled students, faculty, affiliated and visiting researchers, staff, and other authorized users of the campus/institutional network. Alumni are not considered part of the authorized user community unless explicitly agreed to between the publisher and subscriber.
- Public libraries and other cultural memory institutions: Authorized users of the subscribed content are the library's or institution's staff, registered patrons, and other authorized users of the institution's network.
- Institutions such as pharmaceutical companies and other corporate organizations: Authorized users are the employees and contractors working for the institution.

Authorized users may access subscribed content from remote locations. Visitors to the organization, such as walk-in users, are also allowed to use the subscribed content while on the subscribing institution's premises but are understood to lose this access upon departure and are excluded from remote access privileges.

Use of Materials

Use of the subscribed content is generally governed by the copyright law of the subscriber's country. For subscribers in the United States, U.S. Copyright Law governs the use of subscribed content. Authorized uses include any uses permitted under existing copyright law, including uses permitted as fair use.

In addition, reasonable uses of the subscribed content by the subscribing institution and its users include:

- Interlibrary loan
- Ad hoc sharing of single articles by individuals for purposes of scholarship or private study
- Instructional support for users affiliated with the subscribing institution, including course reserves and course software

Inappropriate Use

The subscribing institution recognizes that the material provided as part of the subscription is a valuable business asset of the publisher and that misuse of this material, such as unauthorized resale or systematic redistribution, could negatively affect the publisher's business. Both publishers and subscribing institutions will make reasonable efforts to prevent the misuse of the subscribed content. The subscribing institution will employ appropriate measures to ensure that access is limited to authorized users and will not knowingly allow unauthorized users to gain access.

The subscribing institution will cooperate with the publisher to resolve problems of inappropriate use. An obligation to inform users of appropriate uses of the content is acknowledged, but the subscribing institution ultimately is not responsible for user behavior.

When questionable activity, such as systematic downloading, is detected, publishers should notify the subscribing institution as soon as possible. If the subscribing institution detects inappropriate use, publishers should be notified as soon as possible. Both publishers and the subscribing institution should make every effort to resolve the incident quickly.

Suspension of access for the subscribing institution by a publisher may be necessary but should be an action of last resort and, if possible, notification should precede any suspension of access. Because legitimate activity (e.g., access from a proxy server address or authorized data mining for research purposes) can sometimes be mistaken for systematic abuse, publishers should make every effort to employ appropriate techniques to detect true misuse and follow industry standards in this area as they

emerge.

Confidentiality and Privacy

The subscribing institution and the publisher respect the privacy of the users of the content and will not disclose or distribute personal information about the user to any third party without the user's consent unless required to do so by law. The publisher should develop and post its privacy policy on its website.

Online Performance and Service Provision

An online subscription generally involves both content and service provision. Content should be as complete and timely as any corresponding print edition.

Performance expectations for accessing the content include: generally uninterrupted availability, maintenance windows scheduled to minimize subscriber disruption, and sufficient bandwidth and system capacity to provide response time comparable to that experienced by users of similar websites.

Publishers are committed to supporting and working with industry standards and best practices for online information delivery as these standards are developed and validated in the marketplace. Appropriate areas in which standards and best practices currently exist include:

- Identifiers (e.g., DOI, ISSN)
- Usage statistics (e.g., COUNTER, SUSHI)
- OpenURL
- Accessibility (e.g., W3C Accessibility Guidelines)
- Authentication technologies (e.g., ATHENS and Shibboleth)

Archiving and Perpetual Access

In order to insure future access, publishers should provide for secure archiving of the subscribed content either by the subscribing institution or a trusted third party.

Upon terminating a subscription, the subscribing institution will retain rights to continue accessing the online version of all subscribed content as defined in the purchase document in perpetuity either at the publisher's site, from a copy maintained by the subscribing institution, or from a third party archive.

The means of implementing perpetual access and securing a trusted third party to archive content may vary from case to case, but both should be made available to subscribing institutions in some form.

Publishers may charge a reasonable annual fee to recover their costs for providing continuing access following termination of a subscription or for preparing archival copies.