SERU:
A Shared Electronic Resource Understanding

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A Recommended Practice of the
National Information Standards Organization

Prepared by the
NISO SERU Standing Committee

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Foreword

The Shared Electronic Resource Understanding (SERU) Recommended Practice offers a mechanism that can be used as an alternative to a license agreement. The SERU statement expresses commonly shared understandings of the content provider, the subscribing institution and authorized users; the nature of the content; use of materials and inappropriate uses; privacy and confidentiality; online performance and service provision; and archiving and perpetual access. Widespread adoption of the SERU model for many electronic resource transactions offers substantial benefits both to publishers and libraries by removing the overhead of bilateral license negotiation.

When SERU was adopted as a NISO Best Practice in 2008, its focus was on e-journal transactions, and the parties involved were primarily libraries and publishers. Since then, with the many emerging models for acquisition of e-books, both libraries and e-book providers have requested that other types of electronic resources be incorporated into the SERU framework. This updated version of SERU recognizes both the importance of making SERU more flexible for those who want to expand its use beyond e-journals, and the fact that consensus for other types of e-resource transactions are not as well-established as they are for e-journals. In those instances where there is as yet no standard expectation, a shared understanding may still be achieved if expectations are clearly articulated in the purchase order that accompanies SERU.

NISO Topic Committee Members

The Business Information (BI) Topic Committee had the following members at the time it approved this Recommended Practice:

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NISO SERU Standing Committee

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Table of Contents

Introduction

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

SERU offers providers (such as publishers) and acquiring institutions (such as 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 for providers and acquiring institutions to reference as an alternative to a formal license when conducting business.

Neither the statements of understanding nor this document constitute a license agreement. Because SERU is not a license, legal terms (such as jurisdiction, warranties, and liabilities) are not used. Rather, the SERU statements describe a set of commonly agreed-upon expectations for using and providing electronic resources. While licenses are appropriate in many situations, SERU offers an alternative when both the acquiring institution and the provider are satisfied with this approach.

NISO's SERU Standing Committee members largely reflect the interests of U.S. academic libraries and scholarly publishers, and monitor the state of electronic resources to ensure that SERU adequately reflects the current state of e-resource distribution in the scholarly community. Further background on the SERU project is available at the NISO website: http://www.niso.org/committees/SERU/.

SERU reflects some well-established and widely accepted common expectations concerning e-resources acquisitions. When there is uncertainty about expectations, clarification should appear in the purchase order or purchase document, as should purchase terms regarding what is being acquired (such as the price, the product, the length of access, the number of simultaneous users).

Guidelines for Implementing SERU

Content providers and acquiring institutions choosing to use SERU instead of a license for some of their resources are asked to indicate their support by registering at the NISO SERU website (http://www.niso.org/committees/SERU/). Registering does not require that SERU apply to all resources or all transactions.

Rather than reproducing SERU statements, providers are encouraged to link to the SERU documents from their websites. The SERU text is not meant to be modified or copied and should not be presented as a click-through license.

The SERU statements should be used only by mutual agreement between the provider and the acquiring institution. If one or both partners in a transaction are not comfortable with the SERU approach or the statements of shared understanding, then a negotiated license is appropriate. Neither providers nor acquiring institutions should require their partner to accept SERU if either prefers a license agreement.

The purchase order or similar document should include specific business terms that affect the price such as the amount of content and length of access to it, and clarification as needed. Providers should clearly state factors affecting the price and acquiring institutions should be clear about their user population. Where there may as yet be no standard set of expectations, as in emerging e-books models, the mutual expectations should be articulated in the purchase order. Purchase communications should reference SERU with a statement to the effect that: "In the absence of a separate license agreement, XXXXXXX follows the SERU guidelines, as published at the NISO SERU website: http://www.niso.org/committees/SERU/."

Statements of Common Understandings for Acquiring Electronic Resources

The Acquisition

The acquiring institution receives the right to use the content of the electronic resource(s) for a specified period through payment of an agreed upon fee. The nature and extent of the content should be clarified at the outset, including whether the acquisition constitutes a perpetual purchase or an access of limited duration, and whether access is provided to content that is additional to the electronic resource being acquired.

The provider has secured the rights necessary to provide access to the content to the acquiring institution.

The acquisition of the provider's electronic resource allows an acquiring institution and its authorized users access to the content. The number of concurrent users is not restricted unless otherwise explicitly agreed upon by the provider and the acquiring institution.

The Acquiring Institution and Its Authorized Users

The acquiring institution is generally understood to be a single institution. In cases of ambiguity, the provider and acquiring institution will explicitly agree on a definition of the acquiring institution and the pricing that applies to it.

The authorized user population will be defined in institutionally appropriate ways that respect the business interests of the provider. The provider will rely upon the acquiring 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 providers and acquiring institutions:

- **Academic Libraries (such as school, community college, college, and university libraries):** Authorized users of the content include the institution's currently enrolled students, emeritus and current faculty, current affiliated and visiting researchers, current regular and contract staff, and other users granted access to the campus/institutional network. Alumni are not considered part of the authorized user community unless explicitly agreed to between the providers and acquiring institutions.

- **Public libraries and other cultural memory institutions (such as museums, archives, etc.):** Authorized users of the content are the library's or institution's current staff, registered patrons, and other users granted access to the acquiring institution's network.

Authorized users may access content from remote locations. Visitors to the organization, such as walk-in users, are also allowed to use the content while on the acquiring 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 content is generally governed by applicable copyright law. For acquiring institutions in the United States, U.S. Copyright Law governs use. Authorized uses include any uses permitted under the appropriate existing copyright law, including, where applicable, uses permitted as fair use.

Some of the accepted uses include interlibrary loan and ad hoc sharing of single articles and chapters by individuals for purposes of scholarship or private study. Linking to the content at the provider's site for use in courses is also acceptable.

While interlibrary loan of printed books has been a standard, accepted practice since the Nineteenth Century, there is no current consensus or standardized technology pertaining to interlibrary lending of e-books. Providers and acquiring institutions may choose to describe a mutually acceptable process in their quotes and purchase orders.

Inappropriate Use

The acquiring institution recognizes that the material provided as part of the acquisition is a valuable business asset of the provider and that misuse of this material, such as unauthorized resale or systematic redistribution, could negatively affect the provider's business. Both providers and acquiring institutions will make reasonable efforts to prevent the misuse of the content and limit access to authorized users, and will not knowingly allow unauthorized users to gain access.

While the acquiring institution cannot control user behavior, an obligation to inform users of appropriate uses of the content is acknowledged, and the acquiring institution will cooperate with the provider to resolve problems of inappropriate use.

When questionable activity such as systematic downloading is detected, providers should notify the acquiring institution as soon as possible. If the acquiring institution detects inappropriate use, providers should be notified as soon as possible. Both providers and acquiring institutions should strive to resolve the incident quickly.

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

Confidentiality and Privacy

The acquiring institution and the provider 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 provider should develop and post its privacy policy on its website.

Online Performance and Service Provision

An online acquisition generally involves both content and service provision. Content with a print equivalent should be replicated online in as complete and timely a manner as possible.

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

Providers recognize the importance of 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, usage statistics, link resolution, accessibility, and authentication.

4

Providers and acquiring institutions recognize the need to be clear where there are as yet no established standards or best practices.

Archiving and Perpetual Access

Both acquiring institutions and providers recognize a responsibility to preserve electronic resources. In order to ensure future access, providers should provide for secure archiving of the content to the extent that developing industry models allow, either by the acquiring institution or a trusted third party.

Unless otherwise agreed, the acquiring institution will retain access to the digital content in perpetuity either at the provider's site, from a copy maintained by the acquiring 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.

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