

ONLINE DATABASES

SERU: A Licensing Advance

By Carol Tenopir

WHAT IF ALL PUBLISHERS AND LIbrarians reached a mutual understanding about e-resources rather than constantly haggling over terms and conditions in contractual licenses? What if copyright law were the bottom line for e-journal rights, just as it is for print, instead of a long list of restricted responsibilities specified by complex arrangements?

What if publishers and librarians could articulate their shared trust in getting scholarly information to users instead of speaking to one another only through legal terms and teams? This ideal world is the vision of the folks behind the recently launched SERU (Shared E-Resources Understanding).

Mutual agreement

SERU is a document of understanding between libraries and publishers that avoids the time, effort, and expense of license negotiation, relying instead on a purchase order and copyright law. The purchase orders spell out the exact content to be purchased, price to be paid, time period of access covered, and number of users for the e-resource provided by the publisher to the library.

The brainchild of Judy Luther, president of Informed Strategies, Karla Hahn of the Association of Research Libraries, Selden Durgom Lamoureux, electronic resources librarian at the University of North Carolina at Chapel Hill, and others, SERU also gained from input from many scholarly publishers, professional societies, and librarians. The path from idea to implementation was incredibly fast, from opening discussions at the American Library Association annual conference in Chicago in 2005 to a pilot draft launched in June 2007. The National Information Standards Organization (NISO) published SERU as a "Recommended Practice" (Version 1.0) in February 2008.

SERU is not a contract; it avoids the legalese of standard licenses. Rather, it describes "commonly agreed-upon expectations for using and providing electronic resources," including the obligation of libraries to inform patrons of appropriate use and the expectations by libraries of uninterrupted access to content that follows industry standards. Preservation and archiving are recognized, as is the right of a subscribing library to retain perpetual access to a resource, even if the subscription is terminated, by paying a "reasonable annual fee" to cover a publisher's costs.

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SERU in the field

According to Lamoureux, "Libraries and publishers have already begun to use SERU on a small scale, but to be truly effective requires participation of many publishers and many libraries." So far, 20 publishers, 41 libraries, and four consortia have agreed to participate. Publishers to date include mostly professional societies, academic presses, and open access publishers, but the SERU team also hopes to get support from some larger commercial publishers.

SERU has been especially attractive to smaller publishers because of the expense associated with license agreements, negotiations, and renegotiations. Luther explained it this way: "The cost of handling legal documents for every sale...is burdensome and impractical for small publishers and lower-priced products." Luther emphasized that SERU is designed to be used when libraries and publishers already agree. It "doesn't seek to push the envelope for either group, and those seeking to do so should use a contract," said Luther.

LINK LIST

NISO SERU
www.niso.org/workrooms/seru

Spread the word

Luther said that the only recommendation that emerged from the trial period was "to spread the word" so that librarians don't have to explain it to publishers and vice versa. The NISO SERU web site provides many ways to help, including a SERU information "postcard," an overview, links to articles, and an FAQ, plus a SERU electronic mail list.

Janet Belanger Morrow (nonprint management, Northeastern University Libraries, Boston) summed it up nicely:

> In my opinion, SERU is a return to the relative sanity of the print environment. With a single agreement we can return to our former relationship with publishers of them wishing to sell us their material, our wishing to buy their materials, and a simple purchasing transaction granting both wishes! At a university where every agreement is reviewed by our legal department, a single document on which we can base multiple publisher transactions offers some relief from the unbearably expensive licensing process in which we've all become mired.

SERU is not just another license or standard contract. It is not another agreement that has to be approved by your lawyers. It is also not the answer to every e-purchase from every e-resource. Finally, it is not something that will solve every dispute between libraries and publishers. It is, however, a declaration of mutual trust and an acknowledgement that both research libraries and scholarly publishers aim to get high-quality information into the hands of users.

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