



NERL Principles for Electronic Journal Licenses

- 1. RIGHT TO COLLECTIONS MANAGEMENT.** NERL members need the flexibility to manage collections and individual holdings within a package offering. Specifically, it should be possible to cancel individual subscriptions or shift to e-only over a period of time with a graduated series of price adjustments. Rather than a blanket rule that any attrition causes large increases in all remaining subscriptions, different levels of attrition should result in proportionate fee increases while still allowing the subscribing institution to reduce its overall expenditure level. Members may need to select somewhat different plans while still being accepted as participants in the overall agreement, and should be able to change plans in any year of a multi-year agreement.
- 2. NO TAKE-BACKS.** Subscribers need assurance that key elements of a contract can be expected to remain available in future offerings. Examples of such features include (but are not limited to) access to non-subscribed content, the waiver of fees for certain categories of holdings, and grants of perpetual rights.
- 3. PRICE CONTROL.** Cost containment is a pressing need for NERL members. In order for our libraries to weather the current budgetary downturn with as few cancellations as possible, prices should be kept to a minimum for the foreseeable future. Level pricing and annual increases of no more than 5% thereafter are recommended. Multi-year contracts should also include an early termination clause that can be exercised by a consortium member if its materials budget cannot sustain the required level of increase. In addition, we urge publishers of titles that are priced significantly higher than similar publications in the marketplace to seek especially to moderate, and where possible lower, those prices to more competitive and affordable levels.
- 4. SERVICE.** Subscribers should be able to rely on uninterrupted access to licensed materials, with the exception of announced downtime for service or update purposes. Such service interruptions should be minimal and announced in advance. Each NERL member library should be assigned a designated publisher service representative who will respond to all inquiries from designated NERL contacts in a timely way. If the service inquiry involves the loss of access to the material or portions of the material, a pro-rated reimbursement to the subscribing institution should be made. Publishers should also be able to provide accurate subscription reports for license verification purposes and accurate and timely usage and invoice information.
- 5. USE OF AGENTS.** NERL member libraries may elect to use subscription agents or vendors to manage their print subscriptions. NERL member libraries may also elect to manage their digital subscriptions with an agent or vendor. The agent or vendor may provide any of the following services: claiming, payment, cancellation, new orders, IP address registration, and management reports.
- 6. PERPETUAL ACCESS/ARCHIVAL RIGHTS.** All licenses for electronic journals should include perpetual and archival rights for subscribed years of content in the same format and access method with which the publisher provides current content. Additional perpetual rights may also be negotiated. Any grant of perpetual rights included in a contract must be guaranteed to be permanent without regard to contingencies such as mergers and acquisitions, insolvency, or transfers of ownership to another publisher.
- 7. USAGE RIGHTS.** Electronic journal licenses should afford broad usage rights for teaching and research and customary library activities such as interlibrary loan. NERL members must be free to use the licensed content to fulfill these institutional responsibilities in the most expeditious way available. A license should permit the inclusion of articles in print and electronic reserve systems and in online courseware applications, including the right to download articles for use within such systems. Ad hoc scholarly sharing, use in printed coursepacks, and interlibrary lending according to existing ILL guidelines should all be permitted.
- 8. AUTHORS' RIGHTS.** Authors who submit scholarly content to publishers with whom we have licensed agreements should be permitted to retain copyrights to their work, to self-archive and/or deposit their works in institutional, subject-based, national, or other open repositories or archives (including the author's own web pages or departmental servers), and to use their work for other scholarly and educational purposes.

9. **CROSS-ACCESS.** All participants in a license should benefit by having the option of purchasing electronic access to "non-subscribed titles" (i.e. those titles that are not part of the individual participant's subscribed list, but that are subscribed to by other participants) for a nominal fee.

10. **ALL OF NERL.** Any arrangement we make should be open to any NERL library and should provide better financial and/or access terms as a consortium than members could obtain individually. Cross-access to titles owned by other NERL libraries is an example of better access terms. New members should be able to join existing NERL arrangements. During negotiations, NERL will speak with one voice. Publishers are asked not to negotiate separately with NERL libraries during the period of consortial negotiation.