Winning Value when Dealing with Vendors of Electronic Products

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INTRODUCTION
Negotiations with vendors has arisen as a topic of concern in a number of groups such as the Australian Library and Information Association (ALIA) and the Australian Law Librarians' Group (ALLG). The concern was particularly evident at the Seminar on Electronic resources: acquisition and access organised by ACTive ALIA and Kinetica on 20 June 2001 at the National Library of Australia in Canberra. Librarians from special libraries, including government libraries, said that they felt disadvantaged by their lack of access to consortium negotiations which are available to other library sectors such as the university library sector and the state libraries.

This paper is based on experience – not just in libraries where I have worked but also those I am aware of in other special and university library areas. Special librarians in a larger library system have the benefit of colleagues’ experience and war stories in a way that those in smaller organisations do not. This paper focuses on general guidelines, not just those that apply to legal products. It focuses on bigger services. It covers points you may not know to check unless you have seen the results of not asking.

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1 This is an edited version of a paper presented at the 9th Special, Health and Law Libraries Conference, Rivers of Knowledge, Melbourne, 26–29 August 2001. 

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MAKING THE DECISION

It can be a crucial decision for your library – and your career! You want to be the person who introduced a wonderful new product, not the idiot who introduced that terrible system. Mistakes with electronic systems are harder to bury than with print. You cannot just write off an unsuccessful purchase.

In making decisions it is useful first to look at the advantages of electronic products and how to assess the various products once you decide to buy electronic. Exchanging information and finding out about other people’s experiences are the keys here. Network at conferences, use email lists, and develop checklists of requirements, for example, does the system require IP addresses or passwords?

Why change to electronic?
There are many advantages, for example, twenty-four hour access from anywhere anytime, multiple accesses at the one time and keyword searching. However, do not be blind to some possible disadvantages, such as what do you do when service is down? Murphy’s law is that the more important the person that you are demonstrating to, the less likely the system will work.

Is electronic format the answer?
The answer is ‘yes’ for material not adequately indexed or controlled in paper format, such as unreported judgments. The answer is ‘no’ for material where the electronic version assumes knowledge of paper and is an inferior version of the paper. Do not assume that the electronic version is always more up-to-date than the paper. We had both versions of one legal product and a user noticed that the paper was more up to date than the electronic. When we investigated we were told that the paper and electronic production streams were not yet integrated and the paper was ahead in publishing.
ASSESSING THE PRODUCTS

How do you assess the various products once you decide you will buy electronic?

The vendor may give a 'wonderful demonstration', point out the cost savings in staffing and floor space, have a great price just for you, come bringing gifts and offer a contract that is 'simple to sign' or 'standard'. What possible problems could you have? - it all sounds so good.

In assessing whether to buy the product there are five main areas to look at: demonstrations, content, contract, continuity and cost.

Demonstrations

The vendor’s demonstration is designed to show the best features of a product. In one demonstration the vendor gave as a search example:- ‘suppose all you could remember about a case was that an event happened in a blackberry wood’. He then typed in the word ‘blackberry’ and found the only case with the word. This might look very impressive, however, suppose that the only thing you could remember about the case was that there was a contract. There are going to be thousands of hits. It is obvious that too many hits and how to limit them is the more common search example that need demonstration.

It is really important that you try the system yourself. Prepare some of your users’ common search requests as that is what the system will be used for. Ask for a trial period and involve your users as this shares responsibility with them. A trial can be good for the vendor too. If it is a good product the users will become addicted to it and not want to let it go. Get user feedback on the product. Is any extra material useful to your clients?

Determine whether your users are demanding it without adequate comparisons; for example, because it was demonstrated at a conference they have recently attended.
Content

Is the content of the electronic version as full as that of the paper?
It frequently does not include full text, images and diagrams. This has been a problem with journals like Nature.

Is there an embargo period?
For example, Asian Business Review on Proquest has an embargo period of twelve weeks. If your users regularly need the item in the embargo period you may have to purchase print and electronic.

Is there a restriction on commercial material?
This can be a fair compromise for a cheaper rate such as an educational rate but you need to be aware of what is not going to be accessible on the service.

Is there unacceptable US bias in the service for Australian users?
Look for differences between apparently similar services. For example, Lexis and Westlaw may appear superficially similar but my library now subscribes to both as one has wider coverage of non-US material and users prefer the other one for deep research in US material.

Does it require special software?
Wherever possible avoid unique software which users have to download before use (such as found in SciFinder).

What service is included?
What help is there with problems? Do help desk staff know their product and terminology? Are statistics on usage supplied? These are very important in assessing the value of the service to your clients.

Contract

You do not have to accept the standard contract, you can negotiate. Larger organisations tend to get better deals, partly because they are prepared to negotiate. Confidentiality of contract details can be an issue here but as librarians move between libraries it has become generally known that larger libraries often
get better deals than smaller ones. You need to look at the contract particularly from the point of view of what happens if something goes wrong? Also is it suitable for your environment? Do you want to pay for time used (often more suitable for smaller libraries and those that can on-charge clients), by the number of users (for example EFTSU's at universities) or by a fixed yearly subscription. Is the contract more restrictive than copyright law with, for example, the right to borrow, the right to lend material or fair dealing provisions.

The Copyright Law Review Committee is examining the issue of copyright versus contract including whether agreements which exclude or modify exceptions provided under the Copyright Act 1968 should be enforceable under the Act. The terms of reference are available online.²

ALIA made a submission which included a section comparing licences for some legal electronic products; CCH Australia, Butterworths and Law Book. It is available online.³

It is important to read the licence small print. One library was almost ready to sign a contract for a reasonable price of about $2000 a year when someone noticed an additional charge of two cents US a line to print or download materials.

Continuity

There are two types of continuity to consider:

• continuity of content if you continue to subscribe, and
• what continuance of content do you have if you no longer subscribe?

Whether there is continuity of content can very much depend on whether you are dealing with a publisher (e.g. Web of science) or an aggregator (e.g. Proquest).

What continuance of content do you have if you no longer subscribe? Remember this is really a lease – you are not buying anything lasting. What have you got if the service is discontinued or becomes unaffordable? It is important to get access to purchased data and archiving if possible. Do not discard print holdings too.

quickly. Two articles by Nick Pengelley and Lisa Smith, written when they were at Monash University Law Library, are useful to read in this context; one written in their ‘bold exploration phase’ and the second written two years later after longer experience with electronic holdings.\(^4\)

**Cost**

Is the initial cost a ‘loss leader’ to get you hooked as a client? Is price likely to escalate after the initial favourable rate? Is the price subject to currency fluctuations? Do you discard print? The real cost is cost per useful title not per title so if only a small percentage of the titles are really useful to your users the cost per useful title may be too high. Can you buy a subset of the product, e.g., individual Butterworths electronic titles rather than the whole service?

Are there cost savings compared with print? There can be if there is reduction of lower level staffing tasks and floor space requirements for the collection. However, experience has shown there can be an increase in the amount of skilled assistance needed by users particularly as electronic products often change frequently. If you discard your existing print holdings you may be locked into the electronic service whatever the price increases.

**AFTER YOU GET AN ELECTRONIC PRODUCT**

It is in your interest to maintain good relations with vendors. What you want is a win-win situation for both groups. We include them on our Christmas card list and try to give them tea with the staff when they visit. Give them realistic feedback as this helps them know what their users want and how to improve their product. Good relations lead to better service, for example, when we had InfoOne it was charged by time used. An experienced staff member did not log off properly and left the database on overnight. We were let off the charge for the time it was left on after the search was done.

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Ongoing evaluation is important for an electronic product. It has to continue to justify its place in your budget. Monitor usage – this is where statistics of usage are so important. Check user satisfaction with product – do they find it too clunky to bother with? Keep up to date on alternatives. Check if there are better new products.

**CONCLUSION**

In summary, once you have decided which product to investigate keep these five areas in mind: demonstrations, content, contract, continuity and cost. Do not let the process seem difficult. A bit of careful investigation will produce a result you and your users are happy with. But do you have to do it alone? Consortia may be the answer and more and more of them are being formed. Be careful and be positive – you can do it. Remember vendors need you more than you need them.