

Adoption of NISO's Shared Electronic Resource Understanding (SERU) at US Academic Libraries

Sunshine Jacinda Carter

Following the emergence of electronic resources (e-resources), librarians developed licensing guidelines, standards, models, and understandings to educate, increase efficiencies, and retain rights afforded by copyright law. To reduce licensing burdens, the National Information Standards Organization (NISO) released the Shared E-Resource Understanding (SERU) in 2008, a set of "understandings" created and agreed upon by libraries and vendors. The author conducted a survey in 2017 of licensing practices and SERU use at libraries. The survey analyzed 108 responses from US academic libraries signing at least one license in the twelve months preceding the survey.

When electronic resources (e-resources) emerged four decades ago, unfamiliar licenses accompanied them, diverging from allowed uses under copyright. Licenses are commonplace now and an established part of the e-resource lifecycle, but they can still differ from expected library needs and require dedicated time and staff.

To make licensing faster and easier, librarians and publishers invested time, money, and energy into education and initiatives. Suggesting changes to wording and/or striking contract clauses, consulting with general counsel staff, and gleaned guidance from one of many model/standard licenses available are all considered best practices. These attempts to control the licensing process have helped librarians negotiate better terms for their institution and authorized users, articulate sought after license language to our vendors, and establish parity between negotiating parties. Despite these efforts, however, licenses for e-resources continue to take a long time to negotiate, a process repeated by all libraries. The literature addresses license language suggestions, but license workload and quantity are not well covered.

To reduce licensing burdens, the National Information Standards Organization (NISO) released a "non-agreement" in 2008 called the Shared E-Resource Understanding (SERU). SERU is a set of "understandings" created and agreed upon in advance by libraries and vendors. No recent published research has discussed overall license workload, adoption of SERU, or factors influencing SERU's adoption by academic libraries and publishers. The author conducted a survey in 2017 to understand current licensing practices and SERU adoption since SERU's creation. This paper reviews progress made to alleviate license

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burdens on libraries, describes survey methods and tools used, presents survey results, and discusses their meaning.

Literature Review

Licenses accompanying precursors to e-resources resulted in additional work for library staff. Licensing librarians have developed guidelines, standards, models, and understandings to educate, increase efficiencies, and retain rights afforded by copyright law. This literature review focuses on the evolution of standardized licensing processes and reducing licensing burdens.

Beginnings of Licenses in Libraries

The emergence of e-resources in the late 1980s introduced the licensing contract. Before institutions and their authorized users can access e-resources, content providers usually require a signed contract. A departure from copyright law towards executed agreements was partly due to uncertainty content providers felt about their previously static and stationary content possibly destined for wider dissemination on the internet.¹

Early library licensing began with CD-ROMs and computer software programs leaving “little doubt that whatever rights were guaranteed by federal, state, and local laws, signing the contract eliminated them.”² Since contracts can eliminate rights allowed by copyright law, questions and discussions ensued regarding how to navigate contracts rather than copyright.³ Nissley outlined four recommendations for writing licenses: simplification, standardization, including “fair use” guidelines along with other educational use rights, and “a broader understanding and a more open attitude on the part of the information provider about the use of information in the library context.”⁴

Licensing Principles and Guidelines

With the growth of e-resources and their licenses, librarians shared advice and best practices on how to handle this new area of librarianship. Association of Research Libraries (ARL) member institutions created one of the first guidelines and provided glimpses of the acquisitions, collection development, use, and circulation policies of microcomputer software.⁵ After attempting to develop a “common set of terms and conditions” for e-resources, the Coalition for Networked Information (CNI) recommended “no further efforts be directed toward such a goal” due to lack of consensus. Rather, they suggested a guideline or a checklist of “items, issues, positions and business logics.”⁶

New licensing demands elicited a “strong sense of the risks of inexperience or failure, but without a correspondingly

strong public sense of the needs of the different members of this group and how to arrive at mutually beneficial solutions and language.”⁷ In 1996, Okerson shared preferred library license terms with the International Association of Scientific, Technical and Medical Publishers (STM).⁸ Six professional library organizations developed the *Principles for Licensing Electronic Resources* in 1997, a list of fifteen licensing principles and ten license terms to define in a contract.⁹ The International Coalition of Library Consortia (ICOLC), starting in 1998, outlined academic consortia licensing and pricing preferences.¹⁰ In the same year, licensing librarians from ARL member institutions presented a workshop to publishers on the contract needs of libraries.¹¹

Model Licenses

Based on early licensing principles and discussions, librarians started to design model licenses to relieve licensing costs and efforts. Model licenses provide sample license language, supply structure for a license checklist, or provide the foundation for a locally created model license. Cox wrote that the “variety of licenses that both publishers and vendors offer contain much that is common in substance but different in expression.”¹² Croft’s ideal model license would give “both librarians and vendors a basis for evaluating and negotiating contracts that will be fair and profitable for all parties.”¹³

With grant funding, Yale University Library developed an online resource in 1996 to “assist academic research libraries in negotiating electronic licensing agreements.” The initial proposal stated that “few of the licenses we [Yale] are asked to sign are satisfactory to the Library and/or the University,” and librarians “may not realize they have the power to change the terms of a license or they may not know how to go about doing so.”¹⁴ A year later, additional grant money allowed for the development of software to create customized licenses. These licensing resources, known as LIBLICENSE (hosted by the Center for Research Libraries) “support[s] librarians and educators in their licensing of electronic content.”¹⁵

Publishers, libraries, and consortia created model licenses, based on the works of others, to address local needs.¹⁶ Model licenses came from the Canadian National Site Licensing Project, Big Ten Academic Alliance (BTAA; formerly the Committee on Institutional Cooperation), Consortia Canada, the UK’s National Electronic Site License Initiative, and California Digital Libraries.¹⁷ Massachusetts Institute of Technology (MIT) Libraries created their own standard licenses and, after six months of use, “13 of 21 publishers (62 percent) accepted the MIT license with no changes or few changes.”¹⁸ The University Libraries at University of Tennessee (UT) Knoxville worked with their procurement office to create an institutional master agreement to streamline their processes.¹⁹

Challenges of Licensing Library Resources

Licenses are a burden and costly because it takes time to create, negotiate, and modify contracts to meet each party's legal and business needs. Carpenter would not be surprised "if the amount of time invested on both sides . . . were to run into the hundreds of thousands of hours."²⁰ A small publisher could spend over \$10,000 to draft a license for an e-resource product.²¹ Staff time from non-library employees, such as legal counsel or procurement staff, also increases expenses.²²

The number of licenses and amendments a library signs annually depends on the number of e-resources the library acquires (corresponding with a library's acquisitions budget). Yale Library was "signing about two licenses per month [in 1996] for electronic information"; in 1999, they were "reviewing several licenses a week."²³ During six months of testing their model license, MIT Libraries negotiated licenses with twenty-one vendors, averaging 3.5 licenses per month.²⁴ The University of Minnesota Libraries negotiated fifty-nine licenses in 2017 (excluding amendments), averaging almost five per month. Include the seventy-one amendments processed during the same period, and the University of Minnesota Libraries reviewed and/or negotiated almost eleven contracts per month.²⁵

License negotiation is important, and libraries will "not get any contract changes if it doesn't ask."²⁶ It is important to record every agreement made in writing; a verbal agreement is not binding, and "the moment you sign a license agreement to the contrary, what the salesperson said becomes totally irrelevant."²⁷ The consequences of not reviewing a license are significant and can include the loss of rights, burdensome obligations, or sudden termination due to inappropriate use.²⁸ Blosser suggested vendors (serial vendors most likely) act as licensing liaisons between libraries and publishers to alleviate the need for every library to develop licensing expertise.²⁹

Shared E-Resource Understanding

Though model and standard licenses have somewhat simplified the negotiation process, it can still take a long time to reach agreement. Four organizations—ARL, the Association of Learned and Professional Society Publishers (ALPSP), the Society of Scholarly Publishing (SSP), and the Scholarly Publishing and Academic Resources Coalition (SPARC)—met in October 2006 to discuss licensing frustrations and a possible alternative. NISO subsequently formed the SERU Working Group to develop a recommended practice "to support a new mechanism for publishers to sell e-resources without licenses if they feel their perception of risk has been adequately addressed by current law and developing norms of behavior."³⁰

NISO published *SERU: A Shared Electronic Resource Understanding* in 2008 to offer a mutually beneficial alternative to negotiating and executing a license agreement for libraries and publishers, focusing on libraries' and publishers' business needs, rather than their legal ones.³¹ SERU "operate[s] within a framework of shared understanding and good faith."³² The "common understandings" of SERU represent the business needs defined as subscription (acquisition), subscribing institutions, authorized users, use of materials, inappropriate use, confidentiality and privacy, online performance and service provisions, along with archiving and perpetual access rights. The e-resource order (or invoice) describes elements concerning cost, specific content, and terms and "SERU is not designed for high-risk transactions or products with unusual features or pricing models."³³

SERU reduces licensing costs for both parties, simplifies e-resource processing, and benefits small publishers.³⁴ Lamoureux hoped that "in time it [SERU] will serve as a core document that large publishers would feel comfortable to reference in place of a license agreement," and libraries could eventually request subscription agents to provide immediate online access to orders using SERU.³⁵ SERU's revision in 2012 expanded its scope to include non-journal e-resources.³⁶ Modifications to the "common understandings" focused on acquiring content rather than subscribing to content, elaborated on particular uses such as interlibrary loan, and added specific uses such as linking to resources for a course.

Since its publication, SERU has been well promoted and referenced as a best practice.³⁷ A 2011 survey asked SERU registrants about SERU use.³⁸ Results "showed 45.7 percent of libraries had used SERU 1–5 times; 7.4 percent had used it 5–10 times, 2.5 percent used it 10–15 times, and 3.7 percent more than 15 times."³⁹ A total of 40.7 percent of institutions had never used SERU. No recent published research discusses current levels of SERU adoption by US academic libraries and publishers, SERU use in place of a fully negotiated license, or factors influencing SERU's adoption by academic libraries and publishers.

In summary, licensing librarians have addressed license issues since the introduction of e-resources. Identifying the main license concerns, licensing librarians then collaborated with publishers to articulate their licensing needs, devise guidelines and best practices, and create model license language to support and streamline acquisitions and licensing processes. SERU's release in 2008 (and revision in 2012) was a response to streamline the processes further and relieve some licensing burdens.

Method

To investigate licensing practices and SERU use, the author conducted a survey of librarians and publishers with licensing responsibilities. The survey was intended to answer the following questions:

- How many libraries use SERU?
- How often is SERU used in place of a negotiated, signed license?
- What proportion of e-resource acquisitions are covered by SERU?
- Do libraries advocate for SERU when speaking with publishers? If so, how often and in what way?
- What are the reasons why a library would not use SERU?
- How much do libraries suggest changes to vendor provided licenses?
- How much licensing/negotiation support do libraries have access to, whether that be licensing librarians or general counsel?
- Who does the negotiation for academic libraries?

The survey was delivered through Qualtrics, a survey software licensed by the University of Minnesota. Survey invitations and reminders were distributed through direct emails and posts to email discussion lists. The survey was open for twenty-three days between November 13, 2017 and December 5, 2017. To collect responses from SERU registrants, direct email invitations ($n = 471$) were sent to SERU Registry contacts via the Qualtrics distribution functionality.⁴⁰ To collect responses from non-SERU registrants, the survey was distributed through email discussion lists chosen for their topical relevance, including WEB4LIB, ERIL-L, LIBLICENSE-L, ALCTScentral, COLLDV, and SCHOL-COMM. Respondents received no incentive to complete the survey. Issues related to invitation distribution included bounced direct emails ($n = 21$), the library-heavy audience of chosen discussion lists, and the non-random distribution method of using email lists to gather responses from non-SERU-registered libraries and publishers. The author did not have an unbiased method for survey distribution to publishers beyond direct emails sent to SERU Registry contacts.

The survey consisted of forty-five questions, but respondents only needed to answer twenty-four or fewer questions, depending on their responses.⁴¹ Most questions were mandatory to answer due to interdependencies of subsequent questions. The first question asked respondents to identify their organization type (library or publisher); the answer then provided respondents with a library- or publisher-focused survey. The publisher and library versions of the survey were essentially identical, with minor

wording changes to reflect survey audience. The survey consisted of Likert scale, slider, and text-entry (open-ended) question types. Contact information was collected for validation purposes only and was used to determine whether a respondent's institution was registered with SERU or an ARL member.

There were 174 responses, with 5 being discarded due to duplicate or invalid responses, leaving 169 valid responses. Of the valid responses, 149 (88 percent) were from libraries and 20 (12 percent) were from publishers, primarily US based (134; 79 percent). Since SERU is a US-based standard, the primary data set used for analysis only included responses from US academic libraries that had signed at least one license agreement in the previous twelve months ($N = 108$). The author chose to focus the survey analysis solely on US academic libraries due to the small number of responses from publishers and non-academic libraries.

Results and Discussion

The recent literature has not discussed the level of SERU use at US academic libraries, SERU use in place of a fully negotiated license, nor factors influencing SERU use by academic libraries and publishers. This survey attempts to address these questions. Due to the large number of survey questions, the results and discussion are presented together. SERU registrants were invited to complete the survey, but not all non-registrants were sampled. Therefore, the findings cannot be broadly applied to all libraries.

There were 108 responses from US academic libraries that had signed at least one license in the year preceding the survey. Thirty-one respondents (29 percent) were from ARL libraries, and seventy-seven respondents (71 percent) were from non-ARL libraries. Seventy-five respondents (69 percent) were from SERU-registered institutions, and thirty-three respondents (31 percent) were from non-registered institutions. While individuals answered the survey, responses were in reference to practices at a respondent's library.

Licensing Practices

Table 1 shows the response rate for which position title best describes the role with primary responsibility for negotiating e-resource licenses and amendments with content providers. Library personnel with the title "Electronic Resources Librarian" more often had primary licensing responsibility, matching the literature findings.⁴²

Table 2 shows the average number of licenses signed in the past twelve months and time needed for negotiations. On average, libraries signed 39.1 licenses in the last twelve

months, with negotiation processes taking twenty-four days. For 75 percent of libraries, it took an average of thirty days or less to negotiate a license or amendment. Some institutions signed upwards of two hundred licenses. ARL libraries, not surprisingly, negotiate more licenses per year than non-ARL libraries, and this is likely due to their larger collection budgets. Negotiation processes for ARL libraries took 2.3 more days than non-ARL libraries. This could be perhaps be due to license backlogs at ARL institutions.

The frequency of suggested changes (e.g. additions, deletions modifications, etc.) to licenses or amendments during negotiations is shown in figure 1. Fifty-eight percent of libraries suggested changes to licenses "always" or "most of the time" (n = 63). Changes were suggested "sometimes" or "never" 30 percent of the time (n = 32). This is surprising since the author has rarely found a license that does not require changes. For ARL libraries, 84 percent suggested changes "always" or "most of the time" (n = 26) and non-ARL libraries did so 48 percent of the time (n = 37). Since ARL libraries suggest changes frequently, this could also

explain the longer negotiation time for ARL library licenses (in the author's experience, suggesting changes to a license can make negotiations lengthier).

Figure 2 shows the licensing support level (e.g. licensing experts, general counsel, contract tools, etc.) at libraries. Thirty-one percent of libraries have "a great deal of support" or "a lot of support" for licensing (n = 33). Exactly half (n = 54) of libraries had "a little support" or "no support at all." Of ARL libraries, 39 percent received "a great deal of support" or "a lot of support" (n = 12), while 27 percent of non-ARL libraries reported "a great deal of support" or "a lot of support" (n = 21). For ARL libraries presumably, a larger acquisition budget does not necessarily correspond with more support for licensing.

Figure 3 shows specific model/standardized licensing language used to facilitate negotiation. Seventy-seven percent of libraries used at least one model/standardized

Table 1. Title that best describes the role with primary responsibility for negotiating e-resource licenses and amendments with content providers

| Title | No. of Responses | % |
|------------------------------------|------------------|--------|
| Electronic Resources Librarian | 43 | 39.8% |
| Acquisitions Librarian | 18 | 16.7% |
| Collection Development Librarian | 15 | 13.9% |
| Asst. Director | 12 | 11.1% |
| Technical Services Librarian | 7 | 6.5% |
| None of the Above | 6 | 5.6% |
| Director | 4 | 3.7% |
| General Counsel Staff | 2 | 1.9% |
| Scholarly Communications Librarian | 1 | 0.9% |
| Total | 108 | 100.0% |

Note: 83% (n = 90) of respondents indicated they had the same title as the primary negotiator (i.e., the respondent was most likely the primary negotiator)

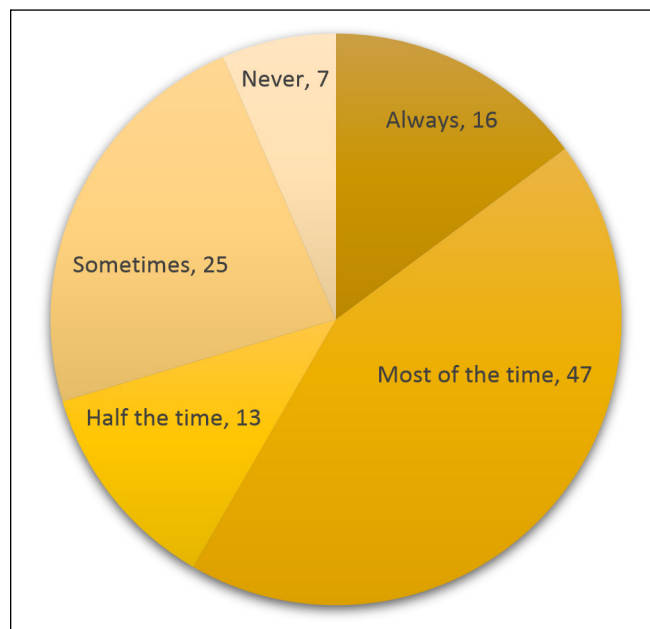


Figure 1. Frequency of suggesting changes to licenses or amendments. Note: Libraries had signed at least one license in the past twelve months (N = 108)

Table 2. Average number of licenses signed and days to successful negotiation^a

| | All Respondents | ARL Respondents | Non-ARL Respondents |
|--|-------------------------------------|-------------------------|-----------------------|
| No. of libraries | 108 | 31 | 77 |
| Average no. of licenses signed in past 12 mos. | 39.1 (m=25,r=1-221) ^b | 64.4 (m=50,r=10-221) | 29 (m=19,r=1-150) |
| Average no. of days to successfully negotiate a license or amendment | 24.4 (m=18.5,r=1-90) | 26.1 (m=21,r=4-75) | 23.8 (m=14,r=1-90) |

a Libraries had signed at least one license in the past 12-months (N = 108)

b m = median, r = range

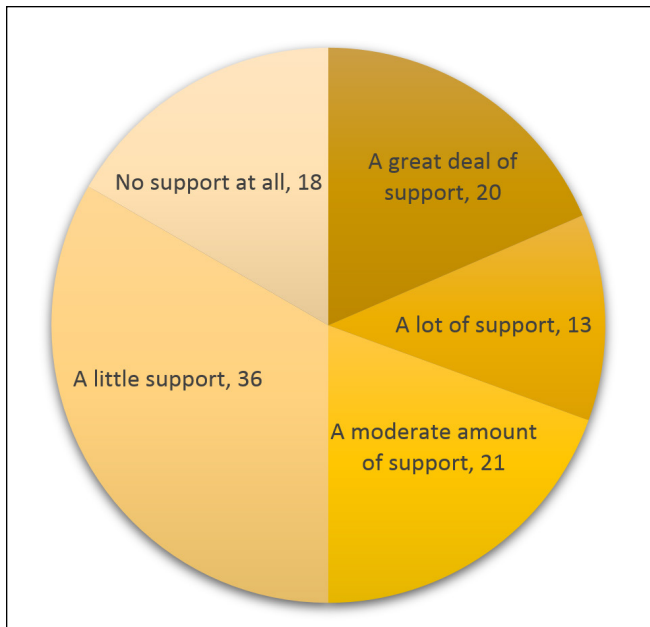


Figure 2. Amount of licensing/negotiation support. Note: Libraries had signed at least one license in the past twelve months (N = 108)

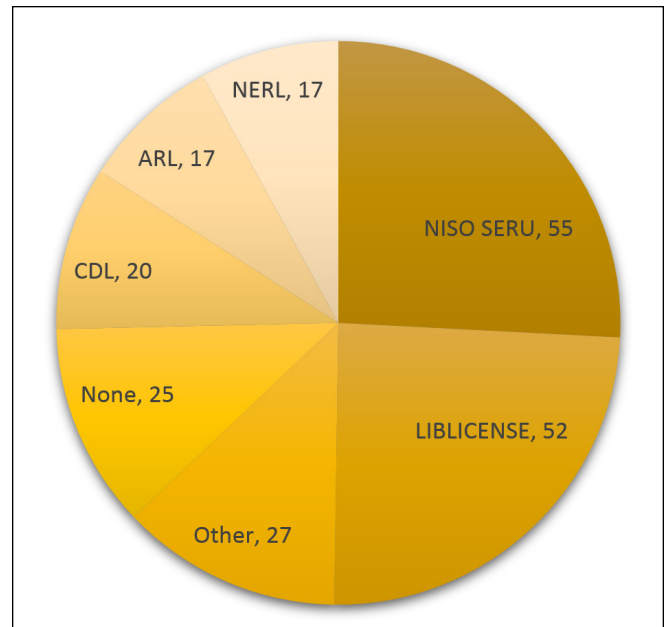


Figure 3. Model or standardized licensing languages used to facilitate license negotiation. Note: Respondents could select one or more response. Libraries had signed at least one license in the past twelve months (N = 108)

licenses and/or language to assist or guide them in negotiating licenses or amendments with content providers (many libraries used more than one). A total of 97 percent of ARL libraries and 69 percent of non-ARL used at least one model/standard license (n = 30; n = 53). Libraries selected SERU and LIBLICENSE most often. Since the survey was sent directly to SERU registered libraries, it makes sense that the model language selected most frequently by libraries was SERU. “Other” model/standardized languages cited (twenty-seven responses, 13 percent) included locally created language (nine responses) and BTAA (four responses). Twenty-five libraries use no model license at all.

SERU Use

On average, it took SERU using libraries 5.4 days to agree to SERU terms with content providers (n = 73, median = 2, range = 0-100). Table 3 shows SERU use by libraries during the past nine years and the most recent twelve months. SERU had been in use for nine years at the time of the survey and thus the nine-year use shows the average cumulative SERU use since its inception.

Seventy-three libraries (68 percent) used SERU in the past nine years and fifty libraries (46 percent) used SERU in the past twelve months. Recent SERU users averaged 58.8 licenses and 2.5 SERU. Over the past twelve months, ARL libraries averaged 71.9 license and 3 SERU uses, while non-ARL libraries averaged 46.7 license and 2.1 SERU uses.

Regardless of library type, SERU use replaced 4 percent of licenses in the past twelve months.

Fourteen percent of libraries that used SERU over the past year were not SERU registrants, and not all SERU registered libraries have used SERU. It is possible that some libraries believe philosophically in the concept of SERU, but due to reasons beyond their control, they were unable to use SERU at their institution. Additionally, non-registered SERU users may not be aware their library should register with SERU, or perhaps believe they are registered.

Libraries (n = 48) provided explanations as to how they handled terms not covered by SERU (such as text and data mining). Responses indicated that terms not covered by SERU are added through a separate signed agreement—addendum or otherwise—(27 percent; ct = 13), confirmation of the addition via email (8 percent; ct = 4), or model license language is inserted elsewhere (8 percent; ct = 4). Fifty-eight percent (ct = 28) of libraries had not handled terms outside of SERU or used SERU so infrequently that they did not answer the question. It should be noted that SERU is not meant to be changed extensively.

Figure 4 shows how often libraries that had used SERU in the past nine years *or* were registered with SERU (henceforth referred to as “SERU user/registered libraries” or SURLs; N = 80) asked content providers to use SERU in place of a negotiated license or amendment when placing an e-resource order. Eight percent of SURLs asked vendors

Table 3. Nine-year and twelve-month SERU use.^a

| | All Libraries | ARL Libraries | Non-ARL Libraries |
|---------------------------------------|-----------------------------------|-------------------------|--------------------------|
| No. of libraries registered with SERU | 75 (69%) | 25 (81%) | 50 (65%) |
| 9-year use of SERU | | | |
| No. of libraries using SERU | 73 | 28 | 45 |
| No. of libraries registered with SERU | 62 | 25 | 37 |
| Avg. no. of SERU uses over nine yrs. | 11.1 (m=5,r=1-90) ^b | 15.8 (m=10,r=1-90) | 8.2 (m=3,r=1-47) |
| 12-month use of SERU | | | |
| No. of libraries using SERU | 50 | 24 | 26 |
| No. of libraries registered with SERU | 43 | 22 | 21 |
| Avg. no. of SERU uses over 12 mos. | 2.5 (m=2,r=1-10) | 3.0 (m=2,r=1-10) | 2.1 (m=1.5,r=1-6) |
| Avg. no. of licenses signed | 58.8 (m=45,r=5-221) | 71.9 (m=54,r=10-221) | 46.7 (m=38.5,r=5-150) |
| % SERU use ^c | 4% | 4% | 4% |

^a Libraries had signed at least one license in the past 12-months (N = 108)

^b m = median, r = range

^c % SERU use is (Avg. no. of SERU use)/[(Avg. no. of SERU use) + [Avg. no. of licenses signed]]

to use SERU “half the time” or more often. Forty percent of SURLs responded that they “never” ask vendors to use SERU in place of a license. Of ARL SURLs, 18 percent “never” asked vendors to use SERU and 52 percent of non-ARL SURLs “never” asked vendors to use SERU.

Seven (out of eighty, or 9 percent) SURLs developed specific criteria for when their institution could or could not use SERU in place of a license. Criteria used to evaluate whether SERU can be used included cost (n = 6), post-cancellation access (n = 3), resource type (n = 3), other vendor requirements (n = 2), and interlibrary loan (m = 1). The specific dollar limits mentioned as a maximum cost where SERU could no longer be used included \$500 (single journal), \$5,000 (n = 2), \$200,000, and \$250,000.

The top reasons why SURLs (sixty-four respondents; ninety responses) were able to use SERU in place of a negotiated license included: the vendor was registered or offered to use SERU (n = 28), the vendor had no license to offer (n = 8), the library asked to use SERU (n = 7), there was an issue with the license (n = 6), the acquisition was below a specific dollar threshold (n = 6), or the library had no restrictions against using SERU (n = 5). The top reasons why SURLs (fifty-nine respondents; sixty-six responses) were unable to use SERU in place of a negotiated license included: vendors required terms in addition to SERU (n = 11), the vendor was unwilling or unable to use SERU (n = 10), the acquisition exceeded a specific dollar amount (n = 7), the vendor had a license (n = 7), the vendor was not registered with SERU (n = 7), or the library required additional terms to SERU (n = 4).

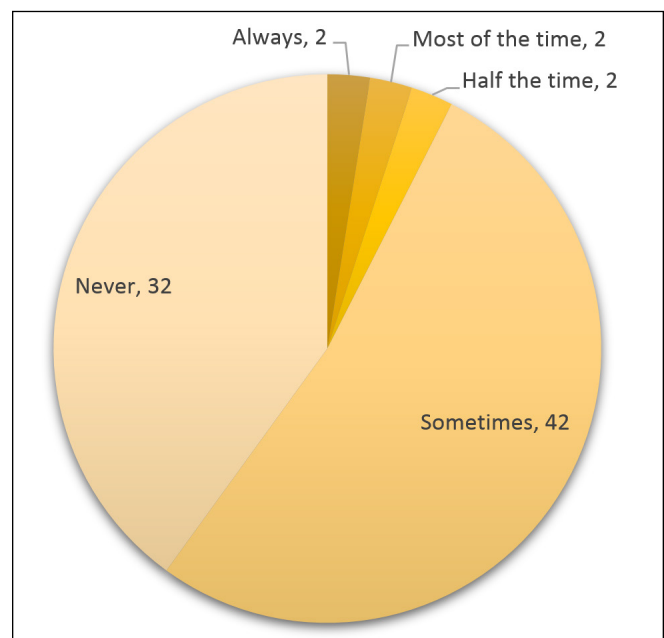


Figure 4. Frequency of asking vendors to use SERU instead of a license. Note: Libraries had signed at least one license in the last twelve months and had either used or were registered with SERU (N = 80)

SERU Satisfaction

Figure 5 shows how satisfied SURLs are with SERU. Fifty-four percent of SURLs are “extremely” to “somewhat” satisfied with SERU. Overall, 71 percent of ARL SURLs and

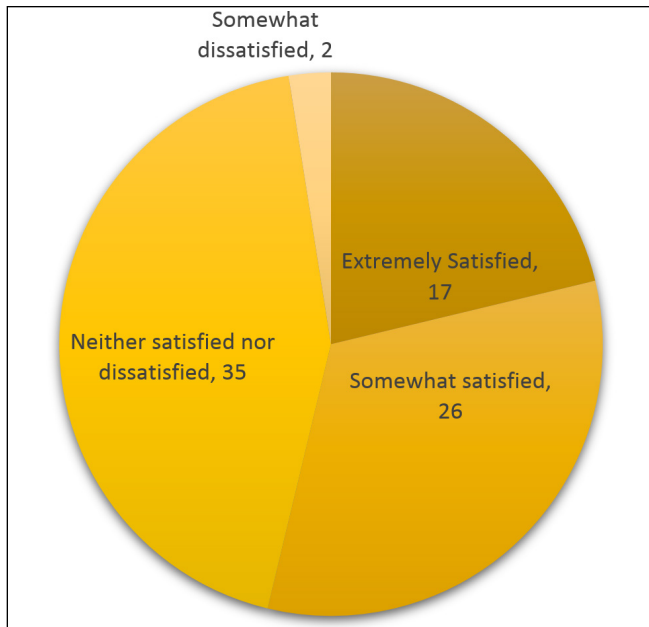


Figure 5. Satisfaction level with SERU. Note: No respondents selected “Extremely dissatisfied.” Libraries had signed at least one license in the last twelve months and had either used or were registered with SERU (N = 80)

44 percent of non-ARL SURLs ($n = 23$) are “extremely” to “somewhat” satisfied with SERU. Forty-four percent of SURLs were neutral (“neither satisfied nor dissatisfied”) towards SERU.

The top ten reasons SURLs liked SERU (fifty-six respondents provided ninety-six reasons) included: quick (twenty-six; 27 percent), easy (twenty-one; 22 percent), standardized language (seven; 7 percent), good terms (five; 5 percent), license alternative (five; 5 percent), no negotiation needed (five; 5 percent), efficient (four; 4 percent), no signatures needed (four; 4 percent), convenient (three; 3 percent), and unnecessary to shuffle paperwork between the library and vendor (three; 3 percent).

Most SURLs (53 percent) did not feel additions to SERU were needed. Forty-six SURLs made suggestions regarding how to improve SERU. Responses included adding specific terms commonly found in licenses to SERU (thirty-four; 45 percent); increasing the number of vendors using SERU (twelve; 16 percent); expanding the types of resources covered by SERU (eight; 11 percent); educating and promoting SERU more (four; 5 percent); updating SERU to stay current (three; 4 percent); improving documentation for librarians (one; 1 percent); encouraging vendors to use SERU to ask at the outset (one; 1 percent); and creating multiple variations of SERU to meet various needs (one; 1 percent). Twelve SURLs indicated no improvement was needed (two; 3 percent) or were unsure how to improve SERU (ten; 13 percent).

SERU does not cover all acquisitions, but it could accommodate a variety of resources with some modification. Regarding the terms suggested for inclusion in SERU (thirty-four; 45 percent), top responses included text mining (five), accessibility (five), data mining (five), and an expansion of ILL rights (four). Libraries also wanted SERU to be applicable to a wider range of e-resource formats and high-cost e-resource acquisitions. Eight responses suggested expanding the resource types SERU covers to include the following resources: databases, non-text resources, multi-year deals, e-books, streaming media, e-journal packages, high-cost purchase (all had one suggestion each, with the exception of databases, which had two). Text and data mining, along with accessibility clauses, are relatively new additions to licenses and were the top suggestions made by libraries. These clauses may be difficult to include in SERU because text and data mining often include technical nuances prescribed by the vendor. SERU could perhaps allow generically for text and/or data mining at no additional charge (except for storage devices). At an initial SERU Working Group meeting, the Working Group excluded ADA/Accessibility language because “anyone needing accessibility clauses would most likely need to sign an actual contract.”⁴³ An accessibility clause would be a positive addition to SERU, but would need to be generic enough to accommodate a changing landscape in accessibility requirements at the national and institutional level. Perhaps an SERU accessibility addition could encourage vendors to provide accessible content whether through an accessible platform or by working with libraries to provide accessible content when requested.

Other suggestions included promoting, educating, and getting more vendors to use SERU. SERU’s 2008 launch was promoted via conference presentations, professional journals, postcards, listservs, etc.⁴⁴ A similar promotion was used for the 2012 revision. The author notes the last paper that focused on promoting SERU was published in 2014.⁴⁵

SERU Non-Users

Twenty-seven libraries were not registered with SERU and had not used SERU in the past nine years. Forty-nine percent of the twenty-seven libraries either were not aware of SERU ($n = 8$) or were unfamiliar with SERU and its benefits ($n = 5$). The fact that some libraries had never heard of SERU suggests that SERU could benefit from additional vendor and/or library promotions. Other top reasons given for why libraries had not registered or had not used SERU included evolving licensing processes/staffing at their library (19 percent; $n = 5$), no need to use SERU (11 percent; $n = 3$), or formal agreements were required at their institution (11 percent; $n = 3$). Five of the twenty-seven libraries that indicated they were not registered with SERU were in fact listed on SERU’s Registry.

Conclusion

This study aimed to determine the adoption level and influencing factors of SERU use by US academic libraries. An analysis of 108 survey results collected by the author provided insight into SERU use in the context of other licensing practices. Libraries sign numerous licenses annually, and the survey results indicate that libraries suggest changes to vendor provided licenses “sometimes” or “never.” Additionally, despite heavy promotion in the past, and being quick and easy to use, libraries do not often use SERU. The author's survey explores reasons why libraries do not use SERU or potential obstacles to using it.

License changes were suggested by libraries “sometimes” or “never” 30 percent of the time. It is strongly recommended to review and negotiate licenses to ensure the retention of appropriate and expected use rights under copyright law, reduce liability, and preserve access to content.⁴⁶ This is often the licensing librarian's role and responsibility in collaboration with general counsel. Our profession has a long history of articulating and sharing needs with vendors and pioneering licensing librarians have worked to ease the burden.

SERU can help relieve the burden, but it must be used. The author's survey findings showed that 40 percent of SURLs “never” ask vendors to use SERU in place of a license. Although SERU is not appropriate for all purchases, it is well worth asking to use it when the situation is appropriate. Vendors should be asked to use SERU at the beginning of an acquisition. If vendors are unfamiliar with SERU, the NISO SERU website provides explanatory information.

Additionally, it may be necessary to update SERU to add additional license-like terms to the understanding. Text and data mining, along with accessibility, were high on the list of desired additions provided by survey respondents. Regardless of whether SERU is updated, the author strongly suggests additional promotion of the standard to inform both librarians and vendors about SERU's benefits, to recruit potential new SERU registrants, and to raise awareness among newer librarians.

In summary, the author's survey findings suggest that libraries need to negotiate and suggest changes to licenses more frequently, ask vendors to use SERU in place of a negotiated license, and that NISO should entertain a third revision of SERU in addition to increased promotion of SERU.

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