

12 Appendix C Detailed Evaluation Requirements and Desirables

Outlined below are the technical specifications and the licensing rights the Agent will be expected to follow in negotiations; in some cases the specifications or rights are required, while in other instances desirable.

The Bidder may wish to additional specifications or rights that would enhance the product(s) negotiated for libraries and their users. This list is considered to be the minimum set. Specifications noted as **Required** must be part of any offer before it can be presented to the membership. Specifications noted as **Desirable** are suggested as important to making an offer that will be accepted by ARL members.

12.1 Technical Specifications Required and Desirable

The Agent will be expected to negotiate agreements that include the following specifications. Bidders are invited to include comments regarding the specifications as part of its response in the column indicated.

Line	Specification	Required	Desirable	Bidder's Comments
12.1.1	Ability to create permanent links at the individual title and chapter level.	X		

Line	Specification	Required	Desirable	Bidder's Comments
12.1.2	Ability to export citations to standard citation management tools (e.g., RefWorks, Endnote, Zotero).	X		
12.1.3	Provision of MARC data records for individual titles. Vendors to supply MARC records that are AACR2 compliant, follow current LC standards, and are encoded according to current MARC21 formats. Vendors to have procedures for continuing to supply new records for new content, and of avoiding duplicates if we buy more than one package from them in which content is duplicated. A sample of vendor's records should be supplied with the offer, including some of each type of record, e.g., monographs, new records, and updated/corrected records.	X		
12.1.4	Provision of individual titles in industry standard format, for example PDF or EPub.	X		
12.1.5	Open URL compliance supporting linking to content from indexing and abstracting tools.	X		
12.1.6	Cooperation with federated searching and web-scale discovery services through open sharing of metadata and openness to searching software.	X		
12.1.7	Ability to search entire text of the corpus.	X		
12.1.8	Support for varying number of simultaneous users.	X		
12.1.9	Ability to support varying purchase/lease options.	X		
12.1.10	Ability to create personal accounts that store and export user annotations and reading lists.		X	
12.1.11	<i>Support print on demand</i> Each authorized User may order one (1) print-on demand copy of any e-book. There are no restrictions as to the number of individual titles that may be ordered by an authorized User. The authorized User will be responsible for completion of transaction	X		

Line	Specification	Required	Desirable	Bidder's Comments
	by payment of the purchase price.			
12.1.12	<p><i>Support dual platform option</i></p> <p>The Licensed Works will, at the option of the Licensee, be (i) delivered to the Licensee in electronic files for the Licensee to host or (ii) purchased with hosting services from the vendor/publisher for the Licensed Works. The Licensee may elect to terminate hosting services at the end of the agreed term and the vendor/publisher will provide the electronic files for all Licensed Works purchased.</p>	X		
12.1.13	Vendor will provide COUNTER-compliant usage reports to individual members and ARL.	X		
12.1.14	<p>Download titles to user devices</p> <p>Ability to download titles for specified periods of time to user devices (e.g., tablets, e-book readers, etc.).</p>	X		
12.1.15	<p>Authentication methods must not be barriers to access by authorized users</p> <p>Systems must allow access to online database and fulltext services without requiring individual authorized users to enter passwords and/or IDs. Access by authorized users must be available from any location. Bidders' systems must be able to support, at least, authentication by IP addresses and preferably one or more of the other authentication methods, such as EZproxy.</p>	X		
12.1.16	Systems must support authentication based upon the unique numeric ID (IP address) assigned to every workstation, computer, or device.	X		
12.1.17	<p>Support extensive lists of IP addresses</p> <p>Some ARL sites may provide fairly extensive lists of IP addresses. Systems must be able to register ranges of IP addresses and specific IP addresses. Ranges will be at both Class B and C levels, and in some instances may only include subsets of IP addresses at a specific level. For example:</p> <p>137.82.0.0 - 137.82.255.255 (Class B range)</p> <p>192.139.193.226 (Single IP address)</p> <p>198.162.32.0 - 198.162.32.75 (Class C subset)</p> <p>207.23.94.0 - 207.23.94.255 (Class C range)</p>	X		

Line	Specification	Required	Desirable	Bidder's Comments
12.1.18	Publisher/vendor will make available a digital copy of the e-books to a trusted third-party such as HathiTrust.		X	
12.1.19	Nondisclosure by vendor of other parties usage or personal information Vendor will not disclose or sell to other parties usage or personal information without the express permission of the affected parties.	X		
12.1.20	Vendor must indicate whether their published privacy policy is available to users via the web.	X		
12.1.21	Vendors must describe any potential limitations associated with the use of some web browsers or versions as a consequence of any software or systems in use with their database and fulltext services and identify alternate access services (e.g., low bandwidth options) they currently support, or plan to support.	X		
12.1.22	Vendors must describe any special software or plug-ins (e.g., Java Console, JPEG 2000) required to be installed on a user's PC in order for the user to enjoy full access to their products.	X		
12.1.23	Vendor must (M) indicate whether their online environment supports unique screen formatting for each client that will permit ARL to display their own logos and screen appearances. <i>Multiple Representation of same content</i>	X		
12.1.24	Vendor will supply the content either free of duplication of titles available in packages owned or licensed by the library or provide appropriate discount for such duplication. These arrangements will be mutually agreeable and beneficial to both the library and vendor. The agent will be responsible for managing this process.	X		

12.2 Rights Terms Required and Desirable

The Agent will be expected to negotiate agreements that include the following specifications. Bidders are invited to include comments regarding the specifications as part of its response in the column indicated.

Line	Principle	Required	Desirable	Bidder's Comments
12.2.1	<p>Authorized Users</p> <p>Authorized Users include current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence, and student dormitories) and walk-in users who are physically located at the Licensee's site.</p>	X		
12.2.2	<p>Authorized Users: Walk-ins</p> <p>Access is available for otherwise unaffiliated users who are physically located at the Licensee's site.</p>	X		
12.2.3	<p>Remote use for authorized users.</p>	X		
12.2.4	<p>Authorized Uses</p> <p>The Licensed Materials may be used for purposes of research, education, or other non-commercial use.</p> <p>Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the exceptions and limitations of the US Copyright Act, including 17 USC §107, §108, §110, §121, and the Copyright Act of Canada. Nothing in this Agreement shall be interpreted to limit in any way whatsoever Licensee's or Authorized User's rights under the exceptions and limitations of the US Copyright Act and the Copyright Act of Canada to use the Licensed Materials.</p>	X		
12.2.5	<p>Unauthorized Use</p> <p>The Licensee is not liable for unauthorized uses of the licensed resource by its users, as long as the licensee has implemented reasonable and appropriate methods to notify its user community of use restrictions.</p>	X		

Line	Principle	Required	Desirable	Bidder's Comments
12.2.6	<p>Violation of Authorized Use</p> <p>The Licensee is solely responsible for establishing policies that create an environment in which authorized users make appropriate use of licensed resources and for carrying out due process when it appears that a use may violate the agreement. The privacy and confidentiality of authorized users will be protected.</p>	X		
12.2.7	<p>Device Neutrality</p> <p>Access to printing or downloading of Licensed Materials should not be restricted to any one type of computer or device.</p>	X		
12.2.8	<p>Display, Printing and Downloading</p> <p>Authorized Users shall have the right to electronically display or download the complete extent of individual titles of Licensed Materials.</p> <p>Printing is to be consistent with the exceptions and limitations of the U.S. Copyright Act, including 17 USC §107, §108, §110, §121, and the Copyright Act of Canada.</p> <p>Downloading is not restricted to any one type of computer or device.</p>	X		
12.2.9	<p>Electronic Reserve, Course Management Systems</p> <p>Licensee and Authorized Users may use the Licensed Materials in the preparation of Course Reserves (Print and Electronic) or other educational materials for use in connection with specific courses of instruction offered by Licensee and/or its member institutions in support teaching, learning, and research efforts.</p>	X		
12.2.10	<p>Scholarly Sharing</p> <p>Authorized Users may transmit to a third party colleague in hard copy or electronically the Licensed Materials for personal use or scholarly, educational, scientific research, or professional use, but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables, and excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly, and educational works.</p>	X		

Line	Principle	Required	Desirable	Bidder's Comments
12.2.11	<p>Interlibrary Loan</p> <p>Licensee may fulfill requests from other institutions, a practice commonly called Interlibrary Loan. Participating Member Institution agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives"), as well as the Copyright Act of Canada.</p> <p>Libraries are authorized to interlibrary loan the e-book for a short-term loan. The loan constitutes one of the libraries' simultaneous users. Interlibrary loan is not restricted to other libraries within the same country.</p>	X		
12.2.12	<p>Text Mining</p> <p>Authorized users are permitted to engage in text processing, which is any kind of analysis of natural language text. This may include but not be limited to a process by which information may be derived from text by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms. Technology may not be used to hinder any rights granted under this section or any other section of this agreement.</p>		X	
12.2.13	<p>Commercial Use</p> <p>Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Licensed Materials is not an authorized use.</p> <p>Neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.</p>	X		

Line	Principle	Required	Desirable	Bidder's Comments
12.2.14	<p>Authors' Rights to Use Their Own Work</p> <p>Notwithstanding any terms or conditions to the contrary in any author agreement between Authors and Licensor, Authors affiliated with Licensee whose work ("Content") is accepted for publication within the Licensed Materials shall retain the non-exclusive, irrevocable, royalty-free right to use their Content for scholarly and educational purposes, including self-archiving or depositing the Content in institutional, subject-based, national or other open repositories or archives (including the author's own web pages or departmental servers), and to comply with all grant or institutional requirements associated with the Content.</p> <p>For the avoidance of doubt, it is the intent of the parties to this agreement that Authors are third party beneficiaries of this provision of the Agreement.</p>		X	
12.2.15	<p>Archival/Backup Copy</p> <p>Licensor will provide Licensee with one (1) copy in a mutually-acceptable format (or grant permission to make one copy) of any Licensed Materials holdings that are sold to another publisher/provider or discontinued for any reason, to fulfill Licensee's rights under Section XI, "Perpetual License," of this Agreement.</p>	X		

Line	Principle	Required	Desirable	Bidder's Comments
12.2.16	<p>Perpetual Use</p> <p>Licensee is authorized to make such further copies in perpetuity as it may deem necessary for purposes of archival preservation, refreshing, or migration, including migration to other formats, so long as the purpose of such copying is solely for continued use and/or archival retention of the data and does not violate or extend the use rights contained in this Agreement.</p> <p><i>Third Party Trusted Archive Service And Collaborative Archiving</i></p> <p>Licensor acknowledges that Licensee may engage the services of third-party trusted archives service and/or participate in collaborative archiving endeavors to fulfill the requirements of this provision. Licensor agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. Licensees may perpetually use the trusted third-party system to archive and restore the Licensed Materials, so long as Licensee's use is otherwise consistent with this Agreement. Licensor further acknowledges and agrees that, in using the third-party archival system, Licensed Materials may be made available to other system participants who indicate a right to those Licensed Materials.</p> <p>Licensor grants to the Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of the Agreement, which provisions shall survive any termination of this Agreement. Except in the case of termination for cause, Licensor shall provide the Licensee with access to the Licensed Materials in a manner and form substantially equivalent to the means by which access is provided under this Agreement.</p>	X		

Line	Principle	Required	Desirable	Bidder's Comments
12.2.17	Provision of Copy on Termination In addition, upon termination of this Agreement or upon request, Licensor agrees to provide to Licensee in a mutually acceptable format a machine-readable copy of the Licensed Materials for Licensee's use. This copy shall be perpetually licensed to Licensee.	X		
12.2.18	Intellectual Property Rights License agreement to recognize the intellectual property rights of both the licensee and the licensor.	X		
12.2.19	Agreement Breach The license agreement should specify that in the event either party commits a breach of the agreement, the breaching party will be informed in writing, and given 60 days to mend the breach. The license should specify further that if the breach is not cured, the non-breaching party may terminate the agreement upon written notice and, in the case of the licensee as the non-breaching party, with a pro-rated discount.	X		

Line	Principle	Required	Desirable	Bidder's Comments
12.2.20	<p>Unauthorized Use (Breach)</p> <p>In the event of any unauthorized use of the Licensed Materials by an Authorized User, the Licensee shall provide reasonable cooperation to Licensor in the investigation of any unauthorized use of the Licensed Materials of which it is made aware if requested to do so by Licensor and shall use reasonable efforts to remedy such unauthorized use and prevent its recurrence.</p> <p>Licensor may terminate such Authorized User's access to the Licensed Materials after first providing 60 days notice to the Licensee and cooperating with the Licensee to avoid recurrence of any unauthorized use. In the case of unauthorized use which in the Licensor's judgment is causing serious material harm, Licensor may temporarily suspend an individual Authorized User's access to the Licensed Materials (e.g., by blocking an individual user's IP address), provided that Licensor immediately notifies the Licensee of any such suspension, including the reason for the block and any supporting details.</p> <p>Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption.</p> <p>A breach by Licensee shall be actionable only as a breach of contract, not as copyright infringement.</p>	X		
12.2.21	<p>Force Majeure</p> <p>Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.</p>	X		

Line	Principle	Required	Desirable	Bidder's Comments
12.2.22	<p>Americans with Disabilities Act Compliance</p> <p>Licensors shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Content Accessibility Guidelines published by the World Wide Web Consortium's Web Accessibility Initiative, which may be found at http://www.w3.org/WAI/GL/#Publications.</p>	X		
12.2.23	<p>Assurance of sufficient capacity and quality service</p> <p>Licensors shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and Authorized Users with a quality of service comparable to current standards in the scholarly information provision industry in the Licensee's locale.</p>	X		
12.2.24	<p>Continuous service 98% of time</p> <p>Licensors shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of Licensor, including but not limited to public or private telecommunications services or internet nodes or facilities.</p> <p>Scheduled downtime will be performed at a time to minimize inconvenience to Licensee and their Authorized Users. Licensor shall notify Licensee in a timely manner of all instances of system unavailability that occur outside the Licensor's normal maintenance window and use reasonable effort to provide advance notice of hardware or software changes that may affect system performance.</p>	X		

Line	Principle	Required	Desirable	Bidder's Comments
12.2.25	<p>Prompt restoration of access; if not reimbursement for Licensee</p> <p>If the Licensed Materials fail to operate in conformance with the terms of the Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible.</p> <p>In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed by Licensee under the Agreement.</p>	X		
12.2.26	<p>Counter compliant usage data</p> <p>Collection and analysis of data on the usage of the Licensed Materials will assist both the Licensor and the Licensee to understand the impact of the Licensed Materials. The Licensor shall provide use data on a timely and regular basis in conformance with the Codes of Practice for Project COUNTER located at: http://www.projectcounter.org/code_practice.html. The Licensee has the right and opportunity to gather use and management data independently at local sites.</p> <p>Such usage data shall be compiled in a manner consistent with applicable privacy and data protection laws, and the anonymity of individual users and the confidentiality of their searches shall be fully protected.</p>	X		

Line	Principle	Required	Desirable	Bidder's Comments
12.2.27	<p>Indemnification</p> <p>The Publisher warrants to the Licensee that the Licensed Materials used as contemplated by this License do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights.</p> <p>This indemnity shall survive the termination of this License for any reason. This indemnity shall not apply if the Licensee has amended the Licensed Materials in any way not permitted by this License.</p>	X		

Line	Principle	Required	Desirable	Bidder's Comments
12.2.28	<p>Withdrawals</p> <p>Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensor and/or that portions of the Licensed Materials may migrate to other formats. Licensor shall give prompt notice of any such changes to Licensee. Failure by Licensor to provide such reasonable notice shall be grounds for immediate termination of the Agreement by Licensee. If any modifications render the Licensed Materials less useful to the Licensee or their Authorized Users, the Licensee may treat such modifications as a material breach subject to the Early Termination provisions of this Agreement below. Further, Licensor shall provide advance notice to Licensee when the URLs and server domain names that affect Participating Member Institution's access are modified.</p> <p>The Publisher reserves the right at any time to withdraw from the Licensed Materials any book title, item or part of an item, for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Publisher shall give written notice to the Licensee of such withdrawal. If the withdrawal represents more than ten per cent (10%) of the Licensed Material, the Licensor shall refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn. If the modification results in the Licensed Materials being no longer useful to the Licensee, the Licensee may within thirty (30) days of such notice treat such changes as a breach of this License.</p>	X		
12.2.29	<p>Hosting options</p> <p>Licensee has the option of hosting arrangements, including: local hosting, vendor hosting, or trusted third-party hosting. Publisher and Licensee are to notify the other party if the third-party host changes. Approval to change host should not be unreasonably denied.</p>	X		

Line	Principle	Required	Desirable	Bidder's Comments
12.2.30	<p>Assignment - requires written consent</p> <p>Neither Licensee nor Publisher may assign or transfer its rights or obligations under the Agreement without the prior written consent of the other, such agreement not to be unreasonably withheld. If rights in all or any part of Publisher Content are assigned to another publisher, Publisher shall use its best endeavours to ensure that the terms and conditions of this Agreement are maintained.</p>	X		
12.2.31	<p>Alterations to agreement requires written notification and consent</p> <p>The terms of a license should be considered fixed at the time the license is signed by both parties. If the terms are subject to change (for example, scope of coverage or method of access), the agreement should require the licensor or licensee to notify the other party in a timely and reasonable fashion of any such changes before they are implemented, and permit either party to terminate the agreement if the changes are not acceptable.</p> <p>A license agreement should not require the licensee to adhere to unspecified terms in a separate agreement between the licensor and a third party unless the terms are fully reiterated in the current license or fully disclosed and agreed to by the licensee.</p>	X		
12.2.32	<p>Nondisclosure</p> <p>The Licensee cannot be required to agree to non-disclosure of licensing terms or prices.</p>	X		
12.2.33	<p>Governing Law</p> <p>Agreements should be silent on governing law due to the multiple jurisdictions involved.</p>	X		

12.3 Support Services Requirements and Desirables

The Agent will be expected to negotiate agreements that include the following specifications. Bidders are invited to include comments regarding the specifications as part of its response in the column indicated.

Line	Principle	Bidder's Comment
12.3.1	<p>Telephone Support Library and technical staff at ARL institutions require access to technical support concerning the proposed products. The number of individuals requiring support is expected to be 1–3 per institution.</p> <p>Vendor must provide telephone technical support, delivered by qualified staff (i.e., a live person).</p> <p>To support ARL institutions, vendor should provide telephone support from 8:00 a.m. to 9:00 p.m. Eastern Time.</p>	
12.3.2	<p>Email Support In addition to telephone technical support, the vendor must provide email-based support. Vendors must describe their email technical support system as follows:</p> <p>Provides immediate confirmation of receipt with estimate of response time. <input type="checkbox"/> Yes, <input type="checkbox"/> No.</p> <p>Maximum estimated relevant (not automated) response time in working hours (lowest service level). <input type="checkbox"/></p> <p>Expected (average) response time in working hours (target service level). <input type="checkbox"/></p> <p>Provides automatic email notification of updates and new features. <input type="checkbox"/> Yes, <input type="checkbox"/> No.</p> <p>Provides and operates a listserv for purposes of technical and user group support. <input type="checkbox"/> Yes, <input type="checkbox"/> No.</p>	

12.3.3	<p>Service Interruption Response Time/Fix effort</p> <p>Where problems with Vendor's systems or delivery infrastructure or interfaces cause inability to access licensed data or services that cannot be resolved through immediate remote assistance within two (2) business hours of a problem report:</p> <ol style="list-style-type: none">1. Vendor must agree to provide a written response, describing measures being undertaken, and expected duration of the problem, within four (4) business hours of receipt of the report <input type="checkbox"/> Agree, <input type="checkbox"/> Do not agree <p>and</p> <ol style="list-style-type: none">2. Vendor must agree to provide continuous reasonable efforts to resolve the problem <input type="checkbox"/> Agree, <input type="checkbox"/> Do not agree	
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