Patron-Driven Acquisition of Publisher-Hosted Content: Bypassing DRM

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The evidence is in: patron-driven acquisition promotes collection use. Patron-driven purchased eBooks were used three times more often and by more than twice as many people in a 2009 controlled retrospective study across five libraries on the **EBL** platform.[1] Once seen as a heretical approach, the patron-driven model has now been embraced by all of the major eBook aggregators. Library interest and participation in patron-driven acquisition has skyrocketed over the past two years, with more than a dozen PDA-related talks on at the **2010 Charleston Conference** alone. Furthermore, university administrators are keen to fund this purchasing model, given its implications for budget efficiency.

So how many books has my library purchased via patron-driven acquisition from our aggregators? Zero. Not a single one. Our recent eBook purchases have been either heavily discounted packages (from **Springer**) or via the PDA-like Evidence Based Selection (EBS) model from **Elsevier**. Neither model even begins to employ the sophisticated approach that makes aggregator (or at least **EBL**-based) patron-driven acquisition so attractive.

I find myself speaking at conferences extolling the virtues of aggregator-based PDA, while at the same time explaining to my local colleagues that we haven't bought a single full-price book from our aggregated sources. Accused of being a cheapskate by my aggregated colleagues, I do my best to defend myself. The upshot of my defense? I was nicknamed "the DRM-inator." What does patron-driven acquisition have to do with Digital Rights Management? A whole lot, in my book.

My reluctance to participate in this model, and indeed to purchase full-print list price (or higher) eBooks from aggregators at all, has its roots in the limitations forced by digital rights management (DRM) agreements that aggregators have made with the publishers they work with. "Ownership" of these books does not imbue real downloadability, portability, or archivability.[2] Many librarians and libraries have accepted these limitations (as my library has for leased collections like **ebrary's** Academic Complete). However, my early experience with **NetLibrary's** simultaneous use and printing restrictions, and countless conversations with students and faculty, many of whom still roll their eyes when I try to refer them to any eBook, have created a hopeful monster: the DRM-inator.

The most compelling reasons to bypass DRM by purchasing eBooks hosted on the publisher's site are practical ones that directly affect usability by limiting portability and/or simultaneous use.

Portability: Aggregator platforms prevent users from working effectively with whole books. They *may* be able to print a chapter or two, but cannot even save these couple of chapters as portable PDF files. To make matters worse, even attempts to print content from more than a chapter or two require digital rights workarounds like logging out of a browser session and logging back in to get the next two chapters. Although some aggregators tout "downloadablity," downloads are only possible within a proprietary software environment which is effectively an accommodation of "offline" use, rather than the true portability conferred on PDFs of electronic journal articles. Furthermore, DRM restrictions often make it impossible to copy and paste graphics (i.e., tables and figures) from within a single chapter.

Simultaneous use: Early functionality on the **NetLibrary** platform resulted in a lag time between closing a book on one computer and being able to open it on another. It follows from **Zipf's** law (better known as the 80/20 rule) that a small number of books will be regularly requested by multiple users at the same time. Some current aggregator models (e.g., **ebrary's** single- vs. multiple-user purchase options) require libraries to predict which books will be in high demand ahead of time, and pay a premium over print list price to avoid simultaneous user restrictions. This approach is antithetical to a patron-driven approach.

A third major DRM-related restriction on aggregator-hosted books has less immediate implications for users, but nonetheless seems likely to affect them in the long run: **archivability and platform portability**. Although libraries "own" the books they purchase on an aggregator platform, there is currently no provision for archiving them in a way that they could be delivered if an aggregator went out of business or a library chose to end its business relationship with that aggregator. If purchased eBooks were DRM free, they could be delivered to libraries or their trusted archives, then provided to users in the case of these eventualities. It seems clear that ownership should confer rights to move content from one platform to another as governed by appropriate license terms.

One way to avoid these much-less-than-optimal digital rights management restrictions is to purchase eBooks directly from the publisher. Most eBooks that are hosted on publisher sites are DRM-free. They are fully downloadable (at least at the chapter level) and many publishers are providing their content to independent archives like **Portico** or **LOCKSS**. The publishers have presumably taken this much more permissive stance on DRM of content hosted on their own sites in exchange for drawing user traffic there. A few are experimenting with "PDA-like" models (e.g., **Elsevier's** evidence-based selection), but these are unlikely to ever become universally available, and certainly will never be able to support the more effective sophisticated models that the aggregators are developing. Furthermore, a piecemeal publisher-by-publisher approach cannot support the one-stop shop approach that most libraries want to use for book acquisitions.

Ultimately, we know what our users want in eBooks: the same freedom they have with electronic journals. Most publisher platforms provide this freedom — aggregator platforms don't. The question at hand then is: **should libraries be forced to choose between broad, sophisticated, effective patron-driven acquisition systems uniquely provided by aggregators and DRM-free eBooks uniquely provided by publishers?** I hope not, and argue that libraries should insist on having their PDA cake and eating its contents, too!

This argument seems much more reasonable when one considers that there is significant potential for a win-win-win collaboration among libraries, aggregators, and publishers to this end. Each stakeholder stands to gain a significant benefit from the partnership. Let us assume that libraries want to use a sophisticated patron-driven system to acquire content that is DRM-free:

- Libraries could use an aggregator for short-term loans and the eventual trigger of purchases that would lead to activation and ownership of DRM-free PDA eBooks on the publisher site.
- Aggregators would provide the patron-driven system and central billing and cataloging with a link to the publisher version (perhaps in collaboration with the library's book jobber to associate orders with the library book knowlegebase and truly centralized billing).
- Publishers gain the utility of sophisticated patron-driven systems to drive purchase of content on their platform, and for some this provides incentive to include their content in aggregator PDA portfolios (which is currently lacking for some larger publishers).

There is incentive and benefit for each stakeholder in this system, although it also presents significant challenges. Perhaps the most significant of these are associated with the interplay between the aggregator and publisher versions
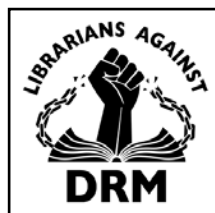
of purchased and not-yet-purchased eBooks. **From the aggregator side**, what happens to discoverability and use of books that have triggered a purchase on the publisher site? Ideally these books remain permanently discoverable on the aggregator site, but being able to continue to use them there would require dual hosting, which has caused problems in the past. Alternatively, these books could be discoverable on the aggregator platform in a **Google** books-like (read-only) fashion, but usage (i.e., copy, print, download) would require transfer to the publisher site, requiring sophisticated transfer functionality in order not to be a nuisance to the user. **From the publisher side**, what happens when a user moves from a book their library owns on the publisher site to one it does not own, and the publisher wants to facilitate use and/or purchase of that book in a patron-driven model? This would likely require sophisticated transfer or activation of PDA back through the aggregator. Although these challenges are significant, the potential benefits for each stakeholder warrant the effort it will take to address them.

It is also important to recognize that this approach could and should be applied incrementally — that is, for those publishers who want to participate in this fashion and invest the necessary resources in its design. For example, **a pilot PDA-to-Publisher system** could include a small group of publishers (say 3-5) that want to try including their content in an aggregator-based system that results in purchase of books on the publisher site alongside other publishers' content that then results in PDA in the traditional manner (i.e., resulting in "ownership" of content on the aggregator site). This initial pilot would involve a similarly small set of libraries that want to experiment with this DRM-bypassing approach.

Ultimately, a simpler solution would be to reduce the restrictiveness of DRM on aggregator-hosted content, which *might* eventually happen. But can we afford to wait?

A final word on discoverability: the elephant in every acquisitions room. We know that the majority of traffic to e-journal content currently arrives via **Google** and other Web search engines. This is not as much the case with eBooks, especially those contained in aggregator platforms. As publishers scramble to optimize their book content for discoverability from the open Web, it seems crucial that library-purchased eBook content be discoverable in this way. One way to achieve this is to ensure that we own publisher-hosted content, and to seek to leverage traffic to publisher sites to drive acquisition of the content our local users are most interested in. There is no technical reason why this can't happen, even via the aggregators, but it will require concerted effort on all of our parts to make it so. ❦

against the grain people profile

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BORN AND LIVED: California coast; Bloomington, IN; Straddling LA & San Bernardino Counties.

PROFESSIONAL CAREER AND ACTIVITIES: Evolutionary biology, Library Collections and tools, Library consortia services.

FAMILY: Wife and two daughters.

IN MY SPARE TIME: Work (sadly).

FAVORITE BOOKS: *Flatland*, *Four Loves*.

PET PEEVES: Closed minds.

PHILOSOPHY: I need a better one.

MOST MEMORABLE CAREER ACHIEVEMENT: 2005 Charleston Table Talk!

GOAL I HOPE TO ACHIEVE FIVE YEARS FROM NOW: Less work, more hiking.

HOW/WHERE DO I SEE THE INDUSTRY IN FIVE YEARS: Focused on access over collections, services over content, discovery over lists. ❦

Endnotes

1. **Price J.S.** and **J.D. McDonald**. 2010. "Beguiled by bananas: a retrospective study of the usage & breadth of patron vs. librarian acquired eBook collections." In *Charleston Conference Proceedings* 2009. **Bernhardt B.R.**, **Daniels T.**, **Steinle K.**, **Strauch K.**, Eds. Westport, Conn. Libraries Unlimited. (In press) *http://ccdl.libraries.claremont.edu/u?/lea,175*

2. **Paulson K.**, **Morris C.**, **Polanka S.**, **Tracy T.** and **R. Seger**. 2010. "Archiving eBooks: how you can keep what you own if disaster befalls." **Charleston Conference** Presentation.

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