

# BTAA ILL of Ebooks Task Force Report

## Introduction

Based on a proposal of the BTAA ILL Coordinators, the Big Ten Academic Alliance (BTAA) library directors tasked a small group to explore how interlibrary lending of ebooks could be improved and expanded within the consortium and eventually beyond. With more of the libraries' monograph acquisitions shifting from print to electronic, it is time to determine how to effectively share these materials. The lending of ebooks continues the long history of sharing materials in support of research and learning as evidenced by the loan of physical materials.

The goals for the task force were to:

1. Promote the sharing of ebooks (including whole ebooks) at BTAA libraries
2. Create common expectations and protocols when borrowing or lending ebooks
3. Identify barriers to sharing ebooks and develop strategies for resolution.

For the full charge, see Appendix A. For the task force members see Appendix F.

This report, with its key recommendations, is the result of the year-long work of the task force. The report was vetted by the BTAA ILL Coordinators, Electronic Resource Officers, E-Resource Accessibility, and IT groups.

*This task force was charged in the months immediately before the covid-19 pandemic required a shift from in-person to virtual service and access to collections. This intensifies the existing urgent need to provide for ILL for ebooks. The implications of the pandemic were outside of our charge and are thus not explicitly discussed. That said, the matters addressed in this document are directly related to both the -- hopefully -- exceptional situation presented by the pandemic and the long-standing need to support ebook ILL like any other kind of material.*

## BTAA ILL Ebook Task Force Vision

After discussing initial thoughts on the topic, the task force created a vision statement to more formally frame the driving issues and give guidance to the work. For the future of ebook sharing in academic libraries to be truly standardized and sustainable, it must be grounded in a firm and broadly shared set of values. Since the ability to interlibrary loan (ILL) library materials is an incredibly important function and value of libraries, libraries should be able to loan *all* materials, including ebooks. The interlibrary loan of ebooks is merely an extension into the digital world of what ILL has been doing with the print resources for decades. A successful shared vision for the interlibrary loan of ebooks will recognize the needs of scholars, libraries, and publishers in providing access at a time of shrinking local budgets. This ILL capability will also have a place in the vision of the [BIG Collection](#). How does the reframing of the BTAA collections as a single collection affect the nature of lending? How might that affect practices, expectations, and contract terms accordingly? *The task force recommends that the BTAA community keep these*

*questions in mind as the nature of the BIG Collection matures.* See the entire vision statement in Appendix B.

## **Task Force Activities**

### **ILL Ebook License Language Survey**

A survey about ebook ILL language was distributed to the BTAA ILL and CDO/ERO listservs in July 2020. The task force was interested to hear about successes (contracts that include ebook ILL language) and failures (contracts for which the vendor refused to negotiate ebook ILL language) among the BTAA institutions in order to help the task force prioritize efforts and better negotiate with vendors. The complete survey can be viewed here:

<https://forms.gle/Cn9dNMy1NcsnNohL9> or in Appendix C.

We received information for 76 licenses from 12 BTAA libraries and those negotiated by the BTAA. Seventeen publishers/vendors had at least two responses from multiple libraries, leaving information for eighteen additional individual vendor licenses. Thirty-nine total publishers/vendors were represented in the responses.

Survey Findings: Three BTAA libraries have been successful negotiating full ebook ILL language into their contracts: Pennsylvania State University (three contracts), University of Wisconsin-Madison (one contract), and University of Minnesota (four contracts). All eight contracts are for different vendors/platforms.

### **Technology**

To help identify technology barriers to full ebook lending, the group discussed past, current, and future platforms to deliver econtent. We talked through earlier efforts to pilot Occam's Reader for Michigan State, and how that had ended unsuccessfully. We discussed our own homegrown systems for delivering econtent, realizing how they work for our individual institutions and processes, but would have difficulty in scaling to the broader BTAA. We discussed Project Reshare and their CDL initiative, but it is currently too new of a platform to be adopted at the level we are discussing. We brought in Michael Rodriguez from the University of Connecticut, who discussed how they implemented full ebook lending from their collection without any drastic changes to the current technology in use.

All of these discussions uncover a fundamental issue with technology for ebook ILL. That is, if the econtent that is being loaned *does not* require any DRM, then it can be fulfilled through our current technology platforms and software. If it *does require* DRM, then we face the problem of the patron needing to have rendering software to decrypt the loaned material. The introduction of DRM into our lending workflows would introduce significant complexity for resource sharing librarians and confusion for patrons. If we can make sure to negotiate in our licenses that DRM not be required, then our technology problems will be addressed. If that is the case, then the

technology problems are more process based, i.e, utility programs to help stitch together chapters of a book, or OCR software to make the titles accessible to all patrons. These solutions may be handled in different ways by each institution.

## **Current Successes**

The task force interviewed two librarians at institutions that have successfully licensed the interlibrary loan of full ebooks. The success in each case begins with the willingness to initiate the topic with the publishers at the time of license negotiation and to be open and clear about how the allowance of ebook loans provides continuity of library services and expectations to the universities' scholars.

The task force first met with Michael Rodriguez, Collections Strategist, University of Connecticut Library, which is part of a state consortium. The consortium is currently working with ten publishers to loan ebook content, lending PDFs of chapters or whole ebooks through the ILLiad software including requests from outside the consortium. The only technical challenge is sending multiple PDFs that constitute coherent content which requires staff to manually "stitch" the PDFs together. An opportune time to negotiate DRM free ebook lending is when a new publisher relationship is being formed, or when a new contract is being negotiated, and to first negotiate with a publisher which may have a financial interest in lending ebooks. There are staff time commitments necessary for the license negotiation and the lending procedures. The back-and-forth of license negotiation may use staff time over a few weeks or more. Knowing what is allowed regarding lending by each publisher may also use extra staff time, but this can be facilitated by loaning chapters when only the chapter level is requested, and by uploading only lendable publishers' loan rights to interlibrary loan software, such as RAPID for easier discovery by staff.

During the interview with Sunshine Carter, Interim Collection Development Officer & Electronic Resources Librarian, University of Minnesota University Libraries, the task force learned that standing firm in the belief that libraries need the interlibrary loan of full ebooks to support their services, and being prepared with proposed language for the license to cover such service goes a long way to being successful in reaching agreement with the publisher. Being confident in and prepared for the negotiation is the foundation for successful negotiations. This process takes devoted staff effort and may run the course over weeks or months, but the invested time can lead to a mutual agreement with the publisher. See Appendix D for an example of license language.

## **Recommendations**

### **Outreach**

A primary recommendation of the task force is that all BTAA centrally licensed resources that include ebooks will include negotiations to allow ebook lending in the consortial licenses. Similarly, the BTAA will recommend and be supportive of member institutions to pursue ebook lending in their local licenses similar to the outreach work of the BTAA on accessibility issues.

## Vendor/License Prioritization

The task force recommends prioritizing ebook lending language negotiations for licenses based on several factors:

- BTAA centrally licensed resources (that contain ebooks)
- With vendors who have accepted ebook lending license language for BTAA Libraries
- Large vendors or large ebook packages

## Resources

The BTAA currently provides licensing support through the "[Library Initiatives Standardized Agreement Language](#)." A clause regarding the loan of ebooks could be added and be a starting place for member institutions to begin negotiations with publishers for locally held licenses.

A small group of BTAA members might be formed to work on a toolkit that would cover many aspects for ebook lending, from preparing to negotiate with a publisher on a new or existing license, to suggested language and points of discussion with the publisher, to the technical process of lending the ebooks. As this report referenced above, there are successful instances of lending ebooks, some of which are found in the survey results. Notably, there is the example of the [VIVA](#) consortium which has been lending ebooks since 2016.

The task force finds that shared knowledge and awareness is lacking within the consortium to do this work. For example, not every member is aware of resources like the standardized agreement language. Are some resources shared and promoted to only those who are thought to have the most direct interest in the resources?

## ILL Procedures and Technology

Using current ILL systems and technologies available to the BTAA libraries, full ebooks without DRM can be successfully delivered as PDFs. The following guidelines are suggestions and should be reviewed by the BTAA ILL Coordinators committee for implementation. Some of these suggestions might require additional BTAA internal advisory documents for recommended setup and workflows (i.e. custom holdings groups/paths).

1. Request submission - each suggestion below has its own strengths/concerns that should be weighed by individual libraries.
  - Requests could be submitted as articles so that the lending library can easily deliver a PDF through Article Exchange or Odyssey.
  - Requests could be created from the print OCLC record, due to potential deflection issues with OCLC internet resource records.
  - Requests could be created using a blank workform to send through OCLC without linking the request to an OCLC record.
    - This option might present challenges regarding staff training. Local workflows and procedures would need to be altered.
2. Borrowing notes should indicate that the borrowing library is requesting an entire ebook.

3. Lending libraries should continue to use the file delivery tools they use every day (i.e. Odyssey or Article Exchange) to deliver ebook PDFs.
  - If file size prohibits the use of these tools, institutional access to other storage options should be used and links sent to borrowing libraries for download of ebook PDFs. As part of the BIG Collection - could the BTAA subscribe to a tool that all libraries could use?
4. If the vendor platform requires download of individual chapters, the individual PDFs should be combined into one file.
  - Be aware of file size when combining individual files into one PDF. Use software such as Adobe Pro that can combine and compress files when needed.
5. Consider accessibility needs when sending PDFs (see recommendations below).
6. Libraries could consider creating custom queues (using ILLiad, for example) that route requests with certain terms in the notes or request fields into an ebook processing queue so that staff can process appropriately.
7. Libraries could consider adding license terms to their ILS, if the system allows adding such information to ebook collections. To be clear, this does not mean editing records title by title. For example, ExLibris Alma allows library staff to add ILL license information to electronic collections so that when titles in that collection are viewed in Primo, the license information shows up at the link resolver. This would allow ILL lending staff to easily see in the catalog whether or not an ebook from a particular vendor/publisher collection can be loaned. ILL staff are heavy users of the library catalog and would appreciate working with electronic resources staff to make their workflows more efficient.
  - If the ILS does not allow adding such information, libraries could consider the following:
    - Adding information to MARC records, or other collection metadata, that might allow ILL staff to see this kind of information easily.
    - Creating a shared document or intranet page that lists ebook collections available for ILL lending.
  - We recognize these suggestions could present challenges in current workflows and practices.
8. Libraries could consider creating custom holdings groups for major ebook publishers. Each custom holdings group (one for each publisher) would contain lists of library symbols that can loan whole ebooks from that publisher.
  - Once custom holdings groups are created, libraries could consider creating custom holdings paths by publisher and then add holdings groups that can loan whole ebooks (i.e. BTAA, VIVIA, BCOV, etc.).
  - This workflow would require initial setup and staff training, but could be a better solution than updating lists of libraries in a shared document and requiring staff to continually refer to documentation.

## **Accessibility**

This task force also recommends implementing accessibility procedures to ensure full ILL ebooks (and all BTAA ILL documents) are accessible to all, regardless of ability. Specific recommendations include:

- Consider providing automated (machine generated) OCR and/or other accessibility improvements to ILL documents. For example, several BTAA Libraries are using ABBYY FineReader server to automatically add machine generated OCR to their ILL documents. Auto-OCR of course doesn't mean a document is completely accessible or accurate, but it helps (and allows all users to search within a PDF!).
- Include accessibility information on ILL cover sheets and/or in ILL emails - particularly how users can obtain an accessible/more accessible document due to a disability. Some libraries offer an on-demand accessibility remediation service, partner with their student disability services offices, outsource remediation requests to third-party accessibility companies, or have other procedures to help ensure accessible materials for their users. See Appendix E.
- Including accessibility license language in agreements with vendors and publishers. [BTAA model accessibility license language for e-resources](#) is available, as [are alternatives to help libraries negotiate with vendors](#).
- Members of the BTAA Library E-Resource Accessibility Group and the BTAA ILL Group can provide more information and resources.

## **Appendices**

### **A. Task Force Charge**

#### **BTAA ILL of EBooks Task Force**

The Big Ten Academic Alliance ILL Coordinators propose creating a cross-functional task force to explore how we can improve and expand interlibrary lending of ebooks within our consortium and across the wider resource sharing community. The landscape has evolved since the BTAA last explored this issue in 2014, and as more of our libraries' monograph acquisitions shift from print to electronic, it is imperative that we determine how to effectively share these materials.

#### **Goals:**

1. Promote the sharing of ebooks (including whole ebooks) at BTAA libraries
2. Create common expectations and protocols when borrowing or lending ebooks
3. Identify barriers to sharing ebooks and develop strategies for resolution.

#### **Members:**

Approximately 6 members, including representatives from the following groups:

- BTAA ILL Coordinators
- BTAA Electronic Resource Officers
- BTAA E-Resource Accessibility Group

Additionally, one of the assigned IT consultants to the BTAA ILL Coordinators should serve as a consultant to this group.

#### **Possible Tasks and Considerations:**

- Review 2014 ebook group's charge and report for background information
- Investigate VIVA's (Virginia's academic library consortium) ebook lending initiative
- Consider changes needed to BTAA licenses (both individual and collective) to permit lending of whole ebooks
- Compile list of known ebook lenders (within and outside of the BTAA)
- Consider Direct Request profiles and other workflow customizations to facilitate the borrowing and lending of ebooks
- Consider accessibility needs and how those intersect with ebook sharing
- Consider file size limits of Odyssey and Article Exchange and alternatives for sharing larger files (if needed)

#### **Deliverable:**

Within one year, the group should draft a report that will go first to the BTAA ILL Coordinators, Electronic Resource Officers, E-Resource Accessibility, and IT groups for review and refinement, then to the BTAA Library Directors for discussion and approval of recommendations.

## **B. Task Force Vision Statement**

### **BTAA ILL Ebook Task Force Vision**

For the future of ebook sharing in academic libraries to be truly standardized and sustainable it must be grounded in a firm and broadly shared set of values. Since the ability to interlibrary loan library materials is an incredibly important function and value of libraries, libraries should be able to loan *all* materials, including ebooks. ILL of ebooks is merely an extension into the digital world of what ILL has been doing with print resources for decades, and is truly needed as more resources are online only and as remote learning becomes more of an option. A successful publishers and libraries shared vision for the interlibrary loan of ebooks will recognize the needs of both in providing access.

What is needed is a robust technology to make the ILL of ebooks easy and secure for protection of copyright and protection of reasonable commercial interests. Decisions around choice of technology, specifically those that address accessibility, privacy and copyright protections, must be done intentionally and with consensus as once those choices are implemented they are very hard to rollback.

The Big Ten Academic Alliance (BTAA) has a strong history of partnering with publishers and will work together as a library consortium to pilot an ebook ILL program that will benefit users and libraries while keeping publisher interests and concerns in mind. This ILL capability will serve the BIG Collection at a time when shrinking local budgets will help keep collections building for the future and play a part to keep publishers in business. Starting with one publisher within one consortium (BTAA) will give a test of the viability, challenges, and hidden quirks to the processes that need to be addressed, and to help build trust that this change will work and be what is needed in libraries' services now and into the future.

## **C. Task Force Survey**

### Interlibrary Loan of eBooks: Contract Language

The Big Ten Academic Alliance eBooks Task Force aims to explore how we can improve and expand interlibrary lending of eBooks within our consortium and across the wider resource sharing community.

We are interested in successes (contracts that include eBook ILL language) and failures (contracts for which the vendor refused to negotiate eBook ILL language) among our institutions in order to help us prioritize efforts and better negotiate with vendors.

To help in our efforts, please fill out this form for each new contract. When you submit the form, you will be given the option to submit another response.

(Please ensure that any information you provide below is in keeping with any confidentiality agreements between your institution and the vendor)



Name

Please include your name so we may follow up as needed.

Email address

Please include your email address so we may follow up as needed.

Institution

Indiana University  
Northwestern University  
Michigan State University  
The Ohio State University  
Pennsylvania State University  
Purdue University  
Rutgers University  
University of Chicago  
University of Illinois UC  
University of Iowa  
University of Maryland  
University of Michigan  
University of Minnesota  
University of Nebraska-Lincoln  
University of Wisconsin-Madison  
Big Ten Academic Alliance  
Add option

Publisher/Vendor (ex. Elsevier)

Platform (ex. ScienceDirect)

Contract effective dates (mm/dd/yy - mm/dd/yy)

Contract mentions eBooks in the ILL language?

\_Yes  
\_No  
\_Other  
\_Add option

Does the contract allow full eBooks or just chapters?

\_Full eBooks  
\_eBook chapters  
\_Other  
\_Add option

ILL language

Copy and paste exact language, unless prohibited by confidentiality agreements between your institution and the vendor.

## Notes

Provide additional information about ILL eBooks language in contract (e.g. negotiation involved, DRM requirements, resistance or willingness from vendor, would you/your library be willing to renegotiate contract for better ILL language, etc.)

### D. License Language Examples

*These are just two examples of language for licenses that allow ebook lending, and each institution should come up with language that fits their needs.*

University of Connecticut:

*“Using electronic, paper, or intermediated means, Licensee at its discretion may fulfill occasional requests for the Products from other institutions, a practice commonly called Interlibrary Loan, to the extent permitted under the copyright laws of the United States. For the avoidance of doubt, electronic books are among the Products governed by this provision, and requests for whole ebooks may be fulfilled on this occasional basis by Licensee.”*

University of Minnesota:

*“Licensee may fulfill requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with [Sections 108 of the United States Copyright Act](#). Electronic books are among the Licensed Materials governed by this provision, and regardless of statutory provisions or interpretation, Licensor agrees that requests for whole ebooks may be fulfilled by Licensee.”*

### E. Accessibility and ILL

#### **Accessibility Language for ILL Cover Sheet:**

*Accessibility: If you have questions or need a more accessible version of this document, please contact [xxxx@xxx.edu](mailto:xxxx@xxx.edu) or call xxx-xxx-xxxx.*

Example: [Purdue ILL Cover Sheet with Accessibility Statement](#)

#### **Accessibility Remediation Service & General Accessibility Info Examples:**

- [Michigan State University Libraries Remediation Service](#)
- [University of Michigan Libraries Accessibility](#)
- [Penn State University Libraries Accessibility Help/Request form](#)
- [University of Wisconsin Libraries Disability Services](#)

## **F. Task Force Members**

- John Blosser, Head of Acquisitions, Northwestern, convener ([jblosser@northwestern.edu](mailto:jblosser@northwestern.edu))
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- Melissa Levine, Director, Copyright Office, Michigan ([mslevine@umich.edu](mailto:mslevine@umich.edu))
- Paul Swanson, Director of Technology/Minitex, Minnesota ([swans062@umn.edu](mailto:swans062@umn.edu))