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The CRIV Sheet

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The CRIV Sheet

Editor's Corner

In 1978, the AALL Committee on Relations with Publishers and Dealers published the first issue of the *Publications Clearing House Bulletin*. The purpose of the newsletter was to “exchange knowledge and information concerning new ideas in publishing, problems, possible problems, and solutions with other librarians.” The issue contained summaries of letters written to publishers, complaints about publishing practices, and publisher responses. The committee chair, Marian Gallagher, found herself in the unique position of responding to a complaint about her own publication, the *Current Index to Legal Periodicals*. Although she thought printing every other issue on colored paper, to make each issue more distinguishable, a great idea, “economy dictates remaining with the standard white.”

Ten years later, the *Publications Clearing House Bulletin* underwent a format and title change. The committee name had changed to Committee on Relations with Information Vendors (CRIV), and it seemed appropriate to change the newsletter to *The CRIV Sheet*. It was also decided that the content of *The CRIV Sheet* was important enough to now be included in the *AALL Newsletter*.

Ken Svengalis, the new editor, noted that although *The CRIV Sheet* would continue to summarize complaints and responses, it would expand its scope to include letters to the editor, questions and

answers, and cost savings tips. One of the articles in the first issue under the new title covers a “novel approach to law book pricing.” An attorney prices his new book on client development based on the value of the content and prices it at a then whopping \$95.

Through the years, *The CRIV Sheet* has changed, and the articles now focus more on substantive issues and less on monitoring vendor complaints. The CRIV has covered the tricky transition to electronic subscriptions, company mergers, detailed site visits to specific publishers, and other articles of interest to AALL members. In this month's issue we briefly review the changes in the CRIV's charge, developed in conjunction with the AALL Special Committee on Committee Structure. Carl Malamud, president and CEO of Public.Resource.Org, makes a plea for open access to the laws and cases that make up the legal structure of our country. Lastly, Tracie Hall gives a humorous glimpse into the renewal process of the West Library Maintenance Agreement.

The CRIV Sheet is nothing without content, and we would love to hear from you. If you would like to write an article, respond to a previous article, or share your thoughts on how we can better work with our vendors, please let us know. You may contact either me or Assistant Editor Stephanie Marshall at AEaton@perkinscoie.com or smarshall@law.txwes.edu.

Tracy L. Thompson New England Law Library Consortium, Inc., Keene, New Hampshire

From the Chair

I'm writing this column in early March. Snow is still piled high outside of my home in New Hampshire, but I'm attending the Statewide California Electronic Library Consortium (SCELC) meeting at Loyola Marymount in Los Angeles. My sandals and linen give me away to the locals, still bundled in wool and down despite the glaring sun and near 70 degree temps. I was invited to attend this meeting as executive director of the New England Law Library Consortium, Inc. (NELLCO), to speak about an exciting project that we're undertaking to develop a new approach to discovery of both print and electronic resources. I am always thrilled to talk about NELLCO projects and initiatives specifically, and consortia generally. So I was the first speaker of the day during yesterday's SCELC Colloquium. But today, on the second day of the SCELC gathering, I find myself thinking more about the state of library vendor relations, so I've been wearing two hats during SCELC's Vendor Day 2008.

SCELC's Vendor Day, the brainchild of Rick Burke (rburke@scelc.org), SCELC's executive director, is a model for building positive relationships with information vendors. Each year SCELC sets aside a full day for members and vendors to exchange news and ideas about resources. In addition to the standard exhibit area where attendees can meet one-on-one with vendor reps, SCELC has established a matrix of concurrent vendor sessions. Each vendor gets a number of 50-minute slots throughout the day to demo new products or new features. The sessions I attended included Brill, LexisNexis, Oxford University Press, and Wilson. For the complete list of vendors, visit <http://scelc.org/meetings/vendorday>.

During the sessions librarians have the opportunity to provide valuable feedback and make meaningful recommendations to enhance resource functionality or utility. Frank conversations also turned to pricing

and licensing issues. The small group setting promoted an open and honest exchange of ideas. Vendors and librarians alike seemed receptive and eager to learn from one another. I applaud the vendors and SCELCL in their efforts. The same approach could be taken by AALL chapters or other regional groups interested in enhancing their vendor relations. Burke reports that the vendors are very enthusiastic about the opportunity each year, and this year he was even forced to turn vendors away due to space considerations. If you do consider something similar in your area, remember that you need space for exhibits as well as individual rooms for the concurrent sessions throughout the day.

The CRIV will also undertake a site visit this month. On May 5-6 the CRIV Site Visit Subcommittee, chaired by JoAnn Hounshell at Chicago Kent, will converge upon Cary, North Carolina, to meet with Oxford University Press. We're looking forward to touring the facility and sharing in a lively exchange of information and ideas. I hope you took the opportunity to respond to the CRIV's requests on the online lists for your input as we prepared for this

visit. We'll report on the site visit in the next *CRIV Sheet*.

And believe it or not, this is the last issue of *The CRIV Sheet* before Portland. So I want to take this opportunity to encourage you to attend these CRIV-sponsored programs in July:

- F-3: "Acquiring Content in a Global Marketplace: Exploring Vendor Relations Across Borders," Monday, July 14
- J-6: "Tales from the Dark Side, or If I Knew Then What I Know Now!" Tuesday, July 15
- K-1: "CRIV Tools: Useful Resources for Working with Information Vendors," Tuesday, July 15.

In addition, please attend the Academic Law Libraries Special Interest Section Relations with Online Vendors Roundtable scheduled on Monday, July 14, from 5:30-6:30 p.m. at the convention center. Check the final program for the exact location. I look forward to seeing you then.

I welcome any CRIV-related ideas, concerns, or questions at tracy.thompson@yale.edu.

Amy Eaton Perkins Coie LLP, Seattle

Changes for the CRIV

In 2006, then-AALL President Sally Holterhoff created the AALL Special Committee on Committee Structure (ASCCS). The special committee was charged with:

reviewing the current standing committee structure of the Association and making recommendations to the Executive Board concerning what committee structure is needed for effective operation of AALL in the future.¹

ASCCS submitted its final report to the Executive Board for approval at the November 2007 board meeting.

As part of the process, ASCCS designated each committee as a process committee, a policy committee, or a special committee. In the final report, the CRIV is identified as a policy committee. Policy committees are defined as "those whose work involves complex issues of an advisory or policy nature."² The size and charge of the committee were also reviewed, and in most cases changes were made.

The CRIV remains at 11 members, but the length of service has changed to three years. The longer tenure will assist in continuity and allow time for more complicated issues to be addressed. A new addition to the committee is the position of vice chair. "The vice chair will be selected at the end of the first year

and service in that capacity in the second year and become chair in the third year."³

The CRIV's charge has been updated to more accurately reflect our support of the AALL Strategic Directions on education and advocacy. Although we will continue to provide ombudsman support to members, our main purpose is to "foster positive, constructive, and open communication" between information vendors and AALL members. The new charge also notes our role in selecting suitable recipients for the New Product Award. As before, CRIV members must sign a conflict of interest policy to ensure that we will not represent or advocate for the benefit of only one information vendor.

This brief article highlights the changes and new directions of the CRIV. If you would like to read the new charge in its entirety, it is available in the *ASCCS Final Report* on pages 49-50 (www.aallnet.org/committee/reports/CmteStructure-FinalReport.pdf).

footnotes:

¹ www.aallnet.org/committee/com_structure.asp

² Final Report, Special Committee on Committee Structure, October 1, 2007, p. 9. www.aallnet.org/committee/reports/CmteStructure-FinalReport.pdf

³ Final Report, p. 50

Open-Sourcing America's Operating System

A lawyer goes to see the doctor. The doctor gives his diagnosis and the lawyer says, "But, Doc! I read on the Internet ..."

The doctor rolls his eyes and says, "It's a little more complicated than that." He proceeds to explain.

Access to health information on the Internet has changed the way doctors do business.

The next day, the doctor goes to see the lawyer. The lawyer explains how the world is, but the doctor isn't buying it. The advice he gets from the lawyer just doesn't seem right.

Today, all the doctor can do is go see another lawyer and get a second opinion. But, if all case law and codes were on the Internet, maybe the doctor could become an educated consumer. It would change the way law is practiced, but maybe that has to happen. Maybe it is happening.

Access to knowledge is a fundamental human right, not a commodity, particularly when the knowledge is the codification of the rules of our society. The law should be available for all to use without restriction because it is the way a democratic society works—or ought to work.

But, access to the law is about more than just access to knowledge, it is about innovation. The legal industry (and law libraries specifically) have been poorly served when the cost of entry into the so-called market for legal information is millions of dollars. Any graduate student ought to be able to download the law of the land, create a better search engine, or market a better cite-checking, cross-referencing, opinion-ranking, case-filing, or workflow-managing solution.

I've read with interest the back issues of *The CRIV Sheet*, so maybe it is worth saying a word about the information vendors. I think Thomson and Reed Elsevier are going to face the same kinds of choices this year that companies like IBM and Digital Equipment Corporation faced when they had to confront the realities of the Internet. In the case of IBM, what emerged was a vibrant, successful company. DEC, on the other hand, is dead and gone.

The Internet will impact the business models of these companies, but the choice is up to them, and the fact that case law will become freely available could be the best thing that ever happened to them. But, either way, it is clear that these changes are happening and that case law, government documents, and other once-private databases of public information will become once again a part of the public domain.

Carl Malamud is the president and CEO of *Public.Resource.Org*, a 501(c)(3) nonprofit that is working with Creative Commons and a broad coalition of players from industry, academia, and the nonprofit world to put local, state, and federal cases and codes online for use without restriction.

Public.Resource.Org maintains large databases in bulk at the Internet address <http://bulk.resource.org>. There, you will find downloadable databases (many of them quite large), including 50 years of Courts of Appeals decisions and five million pages of documents from the Government Printing Office. The bulk.resource.org system is meant as an "Internet loading dock," rather than a site for end users. The data on this system are downloaded by a large number of commercial and noncommercial groups and incorporated into their Web sites and search engines.

Library Maintenance Agreement, Period 2

“Why yes, Ms. Thomson West Sales Rep, we *would* like to make some changes to our Library Maintenance Agreement (LMA) plan on our November 1 anniversary date. Rutter Guides? No, thank you. Already have them. Remember, after being warned those wouldn’t be included, we discovered them on our first invoice?”

“Uh-huh. So, then...do you recall how, when trying to decode those two confusing invoices that arrived a week apart from each other, we admitted that there hadn’t been time before signing the contract to analyze all 700-plus titles on that cryptically-abbreviated pre-contract title list (rendered particularly challenging by arriving as a hard copy [would have to re-type to re-sort], sorted, not alphabetically, but by material number), that we’d been provided?”

“And remember, Ms. Thomson West Rep, when we asked West’s customer service department for *its* list because we couldn’t find the invoiced items on that hard copy list, that its list was different—with more titles on it...which, of course, explained why the contract had higher payments than the first list had suggested there would be.

“Okay, then I’m *sure* you recall after all that fretting about the 57 problem titles that I finally conceded that since West couldn’t reduce payments when removing titles after we signed the contract—couldn’t add titles that had been missed, but could only increase our payments for the Rutter Guides, we’d just leave it all alone until our first anniversary?”

“You do? You remember all that? Great! So now we’d like to clean all that up—get those materials that shouldn’t have been listed, off, and those that should have, on...but only to the extent we can, without raising our rate any more than our agreed upon terms for period two, per the contract.

“The total of the value we eliminate must be within 5 percent of the total value we add? Okay. May I e-mail the list of items we’re considering for elimination and get their values? *No?* Just tell you what we want to add and what we want to eliminate? We’ve decided, though, that we don’t want to eliminate anything that West assigns a zero value to. I *know* I said we like to pay for those out of our monograph funds, but if we are already getting them now, we gain nothing by eliminating them. It doesn’t make sense at this point to take them off the list just so I can pay for them out of monograph funds. I should use *my* list of values that I got last year

before we signed the contract? First, I don’t have a complete list: Remember that aforementioned first list...the only one that showed cost values, was missing titles? And second...really? The plan is to use last year’s values on what we’re trading *out* and this year’s values on what we’re trading *in?*”

At this point readers are probably trying to decide who they have more sympathy for—our West rep or me. After all, as far as that troublesome title list at the commencement of our contract, West *had* warned us that once the contract was signed and the invoice in route, there could be no alterations. Be that as it may, I’m still hoping for sympathy.

Heading into period two, the rep said that she’d get me the values of the titles we were considering removing...but they wouldn’t be exact because she didn’t know the formula that’s applied. After West confirmed the total value of our removal list, I was instructed to use West’s Web site prices when determining which titles we want to add.

We were able to add four titles. Although we thought we were on target with a balance of values between our lists, once West applied a formula to the titles being added, we were actually close to \$200 under the value of eliminated titles. Despite having begun three months in advance, we were running short of time and didn’t want to go over value with hasty choices. We decided to leave it at four titles, i.e., quit while we were ahead...or were we behind?

End of Story? Sorry. Not.

We inquired as to why we received duplicate sets and an invoice for the four new titles. Initially, the rep tried to respond to our next inquiry without consulting anyone at Thomson West and implied that it might not be a mistake. Our frustrated director instructed her to just eliminate the new titles if that was indeed the case. The rep apologized for her uninformed guesswork and promised she’d figure out what happened, assuring us that Thomson West could not have meant for us to have been invoiced.

Upon my suggestion that perhaps the invoice was for the duplicate sets, we got a decided response that, yes, West had signed us up for *two* copies of each title—four on the LMA plan and four not—and invoiced us for the ones not on the LMA plan. We were told to return the duplicates and the extra titles would be canceled.

Two months later when twin releases arrived for one of those new titles, we learned that returning the

duplicate binders and contents for that title had *not* cancelled it. “*Now* it is cancelled? Good, but while we are at it, could we look at the other three new titles and see if those duplicates got cancelled. No? You’re doing it now? Okay. So now the four titles are only on LMA, and we’ll only get one of each? Great.”

Despite all these hiccups, I have to admit that for the person who posts our invoices, the LMA plan is a success: one posting, one check. She knows when to expect the invoice and roughly what we’ll owe (“roughly,” because replacing missing volumes that are older than the LMA plan means being charged independently for them; there were a few titles that didn’t qualify to be on the LMA plan; and there were titles that West bought from Quinlan mid-year that couldn’t be absorbed).

It *appears* that without the LMA plan, costs would have risen more than our contractual increase. The comparison, however, was unscientific because the pre-contract list was a list of values after West had applied the “formula,” which apparently involved discounts. But the list I received to assess costs for period two was devoid of the formula. To accurately assess the rise in West’s prices, both lists would have to have been pre-formula.

On the bright side is the fact that, struggle though we did, our West sales rep and our customer service rep were pleasant, tolerant, and even accommodating –to the extent they could be. Somewhere in West’s internal mechanisms are little squirrels running amok with our order and shipping details, but the reps are awesome.

So, with my newly acquired hindsight, what would I recommend to a library contemplating entering into a West Library Maintenance Agreement?

Read Lucy Rieger’s excellent article about West’s Library Maintenance Agreement plan in *The CRIV Sheet*, May 2007, *AALL Spectrum*, vol. 29, no. 3, and pay particular attention to Edward T. Hart’s (University of Florida) assertion, “A key point for us going into the agreement was to make sure our subscription list was correct and accurate.”

This necessity should have been obvious to me. How many times, in the two previous years I’d been there, had we returned items that we’d not ordered or reinstated subscriptions we’d not cancelled?

Whether or not you intend to sign up for West’s LMA plan, it’s useful to have a current list of West subscriptions and standing orders.

Prior to our LMA contract, I didn’t feel I had time to create a list and compare it with West’s, but frequently I wished I had an in-house list that would help me de-code invoices and locate titles in our

catalog quickly. This contract forced this project upon us, late in the process though we were. Our West subscription/standing-order list finally has our purchase order record number, whether or not it’s an LMA title, the West abbreviated title, and our cataloged title.

Note LMA titles in the library system.

It’s useful to annotate where invoice postings will be throughout the life of the contract. Otherwise, someone noticing when the payment history stopped might conclude that the title was cancelled.

Include staff in LMA adoption discussions.

The impact that adopting this plan has on a library could be great enough to warrant soliciting questions, suggestions, and opinions prior to and during the plan’s adoption.

Allow time to prepare before signing the contract.

West requires time to assign values to the titles and submit to the library its list of subscriptions and standing orders that qualify for the LMA plan. The library will likewise need time to create an active subscription list, analyze West’s list, and compare it to the in-house list (if this hasn’t already been done recently).

Do the math.

The first period monthly payments (annual totals were not listed) were higher than we’d anticipated, based on the total value of all titles on the first list we’d received. Shouldn’t multiplying the 12 monthly payments equal the total that the first list showed for all titles? Expecting that I had simply misunderstood something, I missed this first clue that the final list of titles didn’t match the one the rep showed us before we signed the contract.

Request a copy of the list from customer service after the first invoice.

Our experience indicated that no matter what the list said that we’d been given before signing the contract, the list that the customer service department showed as the subscription list is what we were invoiced for. We had to ask for a copy from the customer service rep because the items on our invoice were not on the list the sales rep had provided.

Consider continuing to confirm arrivals.

Weigh the cost of time lost in confirming arrivals of items on the invoice against the cost of items not updating. Time is saved not having to post individual payments on each title, but the vagaries of shipments might make maintaining receipt confirmation worthwhile.

Request a new list regularly.

Despite emphatic instructions not to order monographs as standing orders, one still found its way to our standing order list during the first period. If you don't like Nutshells and Hornbooks becoming standing orders, check West's list regularly. Our customer service rep provides us with a list that has a column where "POS" means the title is on our LMA plan. I can scan that list for titles that are blank in that column to quickly identify newly added

monographs. Helpful in catching items that have erroneously cancelled is a list our new sales rep is now supplying that is separated into active and discontinued titles, indicating the dates of cancellations.

Will we renew our contract at the end of period three in November 2009? That will depend on the service we receive for the duration of the contract, our serial budget, and whether we can determine for certain that the plan is fiscally prudent.

