

## **CEAL Executive Board**

### **Minutes, Meeting I**

March 29, 2011

10:00am-12:00pm

Hibiscus Suite 1-2

Hilton Hawaiian Village

Attendees: Rob Britt (Committee on Library Technology), Cathy Chiu (Member-at-Large), Vickie Fu Doll (Statistics), Sarah Elman (Committee on Technical Processing), Ellen Hammond (Member-at-Large), Mikyung Kang (Member-at-Large), Beth Katzoff (Member-at-Large), Hana Kim (Committee on Korean Materials), Joy Kim (President), Gail King (JEAL Editor), Dawn Lawson (Secretary), Haruko Nakamura (Committee on Japanese Materials), Hikaru Nakano (Committee on Membership), Eiko Sakaguchi (Committee on Public Service), Kristina Troost (Past President), Ai-Lin Yang (Treasurer), Kuang-tien Yao (Committee on Chinese Materials), Ying Zhang (Member-at-Large), Peter Zhou (Vice-President).

### **1. Election Results and Issues—Cathy Chiu**

Chiu thanked Rob Britt for creating and executing the online ballot process and then announced the newly elected board members as follows:

Committee on Chinese Materials: Susan Xue  
Committee on Japanese Materials: Setsuko Noguchi  
Committee on Korean Materials: Yunah Sung  
Committee on Public Service: Jidong Yang  
Committee on Technical Processing: Shi Deng  
Members-at-Large: Jade Atwill, Tao Yang

The proportion of voters was 131 out of 164 eligible, or nearly 80 percent. The Election Committee has drafted an election manual outlining the relevant policies and processes. They plan to circulate it to the board for discussion. The issue of how many candidates should run for each office was discussed. The by-laws allow flexibility on this, which we agreed was ideal. If there are an unwieldy number of nominations for one position (this year there were six nominations for one office), we agreed that the Election Committee may choose not to include all on the ballot but need not notify those who were not selected for candidacy (they will not have known they were nominated). It appears that the secretary does not have a specific role to play in the election process; however, the by-laws call for the secretary to serve as an ex-officio member of the committee, so the committee will continue to cc the secretary on election matters.

### **2. Orientation of New Members**

The current Members-at-Large agreed to provide orientation for their newly elected counterparts; similarly, each new chair will be given orientation by the chair leaving office. The secretary will orient the new secretary. The secretary noted that it is difficult for the incoming newly elected

secretary to take minutes at his or her first executive board meeting, and therefore she volunteered to take minutes for the second executive board meeting next year, when a new secretary will be elected. The secretary was asked to bring cardstock that could be used to create name placards at the meeting.

### **3. EBSCO Access to JEAL – Gail King**

Prior to the meeting, King had provided a report on this issue, which constitutes [Appendix 1](#) of these minutes. At the meeting, King explained that EBSCO was not interested in an archive of past JEAL issues. She noted that an advantage of their offer is exposure for our journal but that they would not embargo access as is done presently. Two motions were made and carried: the first was to accept EBSCO's offer to host JEAL as of the first issue after an agreement between CEAL and EBSCO is finalized, and the second was to remove the embargo and allow free and open access to the JEAL archive.

The Board then asked King to consult with the BYU Office of Intellectual Property Management and seek their advice and recommendation regarding the two alternatives that are available to make sure that we have the right to license JEAL content to EBSCO: 1. changing the language in our JEAL Contributor's License or 2. amending the EBSCO license agreement to include a Creative Commons Attribution clause.

King has since (on 19 April) reported the response to the Board via e-mail, as follows.

“I conveyed this question to Carl Johnson, the head of the BYU Office of Intellectual Property Management, who talked over the question with BYU Legal Counsel. Their advice/recommendation is that we modify our Contributor's Agreement, adding sub-license to the list of rights the author grants JEAL. This will give us the right to sub-license to EBSCO.”

### **4. CEAL/LC Internship Program—Sarah Elman, Kris Troost**

Discussion of this document resulted in several minor wording changes. Since the meeting, the changes have been made to the agreement, which will be posted on the CEAL web site after all parties have signed it.

### **5. Recognition of Outgoing Executive Board Members**

Outgoing board members were recognized and thanked for their contributions.

- Cathy Chiu (Member-at-Large)
- Sarah Elman (Technical Processing)
- Hana Kim (Korean Materials)
- Yasuko Makino (Member-at-Large; not present at the meeting)
- Haruko Nakamura (Japanese Materials)
- Eiko Sakaguchi (Public Service)
- Kristina Troost (Past President)
- Kuang-tien Yao (Chinese Materials)

The meeting was adjourned at 12:00 PM.

## Appendix 1

### **The Journal of East Asian Libraries and EBSCO March 2011**

Gail King  
Editor, *Journal of East Asian Libraries*

#### Background

Nearly two years ago I received an email message from an EBSCO representative referred to me by Michael Paschal of AAS, with the following message:

*“I am contacting you today to let you know that your publication has been nominated by EBSCO Publishing to be included on our databases which are made available in public, college and university libraries. We believe that your publication will add to our resources for students (see more on [www.ebscohost.com](http://www.ebscohost.com)) and will benefit you through the visibility by being included. This arrangement would come at no cost to you and will allow your website, to which we include a live link, to receive global exposure.”*

I forwarded this message to Kris Troost, then President of CEAL, and asked EBSCO for further information. At the same time, I forwarded the EBSCO license agreement that had been attached to the email to our BYU Scholarly Communications Librarian, who supervises all of the digital archives maintained by the library. He reviewed it and sent me the following comments, qualifying them by saying first that he is not a lawyer: [In my view] “. . . *JEAL can continue to be hosted [on the BYU Scholarly Periodicals archive] . . . IF CEAL is willing to enter into the agreement without the expectation of making money from EBSCO. If CEAL desires to enter the agreement to make money then you will not be able to make your content freely available anywhere. . . .*”

The EBSCO representative, in his initial inquiry, indicated that JEAL is a peer-reviewed journal, which at that time it was not. After I wrote and clarified this, I did not hear from him again and assumed that for this reason EBSCO was no longer interested in licensing JEAL content. [Looking back, I imagine I didn't hear from him again because he left EBSCO.]

In the fall of 2009 I received an email from Krista Blaisdell, a Content Licensing Representative for EBSCO, renewing the inquiry about JEAL's interest in licensing our content to EBSCO for distribution. She assured me that it did not matter that JEAL was not peer-reviewed (a moot point now, anyhow) and we began exchanging emails. At the Executive Board meetings of the CEAL 2010 meetings EBSCO's interest in JEAL was briefly discussed, and in a subsequent phone call I asked Krista the questions raised in that discussion. Below are her responses:

- *“Through this non-exclusive relationship, EP would not acquire any copyright from you. The only requirement, once the license agreement is processed, is providing us with access to your content. Electronic files do not need to be PDFs. They are typically*

*harvested from a publisher's website or retrieved through an FTP transfer site. We also like to have a hardcopy for our library. However both electronic files and a hardcopy are not required. If you are unable to provide electronic files, we would scan the hardcopies into PDFs.*

- *We have many free and open access publications licensed and available on our databases. Open access is a tremendous benefit for researchers already familiar with a publication. We provide an opportunity for those not familiar with a journal to discover it on our products. Users of our databases are primarily conducting keyword or topic-driven searches. They are looking for a list of articles from a wide variety of publications on that particular keyword or topic. As such, we often serve as an introduction to new sources. Each article on our database is linked to a publisher information page which provides a description of the journal and a link to your web site.”*

After the 2010 Executive Board meetings I also contacted the BYU Intellectual Properties Office and asked them to read through the license. The response of Carl Johnson, the director of that office, was that based on our JEAL Contributor's agreement, we do not have the right to grant what the EBSCO license calls for. The EBSCO license asks us to affirm that we own all rights to the journal, but according to our contributor's agreements, we do not receive that kind of rights from authors, who retain ownership and give JEAL limited rights—publication in the *Journal* in print and electronic formats. Mr. Johnson noted that if we feel that licensing with EBSCO is advantageous to us, we could change our author's agreement to retain rights. This would, however, be against current intellectual property trends. Even if we did that for future issues, it would not be possible for the electronic archive; hence our license would be only for the period from when the license is signed forward. [Actually, the entire JEAL archive could be made available on EBSCO, if written permission is obtained from every contributor. I had to do that for all past issues when the electronic archive was set up, and it was a very time-consuming task. I am not willing to do that again. EBSCO shows no sign of being interested in doing this either. Gail]

Keeping Mr. Johnson's comments in mind, the EB began email discussion of the EBSCO proposal last spring, the options as stated by Joy being

1. Decline the proposal
2. Pursue, but let EBSCO do the work of obtaining individual authors' consent for past articles if they so wish
3. Pursue with only future issues
4. Index the articles but not include the full-text in EBSCO

Questions raised by Board members:

*Realistically, can EBSCO find and contact all past authors?*

*What is in it for EBSCO if EBSCO only provides indexing?*

*If a library does not have a subscription to EBSCO, does it mean the user needs to pay to get access to JEAL articles?*

*If we choose option 3, can users still go to the JEAL website and retrieve the articles from there if they do not have access to EBSCO?*

In a further spring 2010 email to Krista Blaisdell after the EB discussions, I told her that we would be willing to amend our author agreement to include content from future issues of JEAL in EBSCO, and that if EBSCO wants to include archived past content, they will need to take the initiative in securing permission from past contributors.

To this Krista replied

- Yes, it would be in CEAL's best interest to amend our JEAL author agreement, noting that content will be included on one or more EBSCO databases, and providing for a signature.
- EBSCO has a system in place that allows publishers to exclude any author who does not want to appear. (I would need to inform her which authors/articles need to be excluded each time a new issue is published.)
- The language allowing EBSCO to include issues back to issue one can be excluded, and a start date for issues that EBSCO will license can be stipulated.

She further noted

*"EBSCO Publishing works with hundreds of publishers with open access or public domain content. Many of our publisher partners have grants disallowing them to receive royalties and are charitable organizations. Our model is based upon bringing content to a wider audience. I speculate that this is the reason that we work with so many publishers who publish under the Creative Commons Attribution License.*

*With some of the agreements that we have in place we have added the following language to our standard license agreement: "XXX articles are currently published under the Creative Commons Attribution License, <http://creativecommons.org/licenses/by/3.0/>. Under this license, authors retain ownership of the copyright for their article, but authors allow anyone to download, reuse, reprint, modify, distribute, and/or copy articles as long as the original authors and source are credited. I don't know if you publish under this license, but please know that we can add a similar clause to the agreement if this would make you feel comfortable."*

Joy Kim, responding to Krista's suggestion that we might want to use a Creative Commons Attribution License, wrote to the Executive Board stating that she doesn't feel comfortable with the idea of others modifying, reusing, or distributing her works. I asked the BYU Intellectual Properties Office about whether the Creative Commons License should be included in an agreement with EBSCO. Mr. Johnson did not reply to this question but did note that, *"I am not sure there are significant benefits to licensing JEAL content to EBSCO. If the open access philosophy (no cost access to everyone) is supported by HBLL/JEAL, in my opinion, it would not be consistent to license the same content to a commercial digital publisher/distributor. Perhaps, a better emphasis and effort would be to promote and inform of the no cost availability of JEAL throughout the library world and not pursue the task of revising agreements, implementing different publication policies, etc."*

Joy, in a message at the end of May 2010 to the EB stated, ". . . my opinion is that the more avenues via which to discover JEAL's content, the better. As long as EBSCO would NOT

charge anyone for this service, I think JEAL and its authors would benefit by being part of EBSCO's index." She invited the EB to comment on EBSCO's offer, but no one ever did.

An important further consideration:

Just recently I wrote to Krista to ask about our practice of embargoing the most recent year of JEAL content. Here is her reply:

*We very rarely license publications with an embargo. It used to be more common. There are a number of reasons we discourage it with our publisher partners.*

*First: Incentives. As you may know, EBSCO Publishing (EP) is a sister company of EBSCO Subscription Services (ESS). ESS is the world's largest subscription agent. EP functions in part as the marketing arm of ESS. We want to publicize your journal, get it in front of people who are interested in it, and grow your subscriptions. Thus, our interests are aligned with yours.*

*Second: Mechanics. It is important to remember that when researchers use EBSCOhost databases, the results return in chronological order with the newest materials at the top. Although researchers may retrieve hundreds of articles at a time, it is most likely that they will focus on the ones at the top (I am certainly guilty of doing this with Google results).*

*Acquisition libraries frequently employ EBSCO's usage statistics to determine which journals are most widely viewed. These statistics help them identify content to which they should subscribe (based upon interest and demand from their patrons). In this respect, having an embargo may hinder your subscription sales since your publication would not see the same sort of traffic as those without an embargo.*

*So, as you can see, most publishers find that an embargo is counterproductive to their over-reaching aims of increased exposure, additional subscriptions, additional membership and better rankings of their publications (if the articles are not easily accessible they may not be cited as much).*

*Of the 10,000 publisher partners and the 200,000 publications we license, less than 2% have an embargo. It is highly unlikely we would now license a publication with an embargo at this point. It is simply counterproductive for publishers; we believe we would do more harm than good adding a title with an embargo.*

Things to keep in mind as the EB discusses this issue and makes a decision:

1. Though the license and promotional material speak of royalties, these should not be a determining factor. In the first place, as Krista notes above: *"EBSCO Publishing works with hundreds of publishers with open access or public domain content. Many of our publisher partners have grants disallowing them to receive royalties and are charitable organizations."*

Since the JEAL archive at BYU is open access, I doubt that we should hope or plan to make money on any deal with EBSCO. As our BYU Scholarly Publications Librarian stated (also noted above): *"... JEAL can continue to be hosted [on the BYU Scholarly Periodicals archive] ... IF CEAL is willing to enter into the agreement without the expectation of making money from EBSCO. If CEAL desires to enter the agreement to make money then you will not be able to make your content freely available anywhere. ..."* Furthermore, just to clarify this point, I asked Krista about royalties, and she wrote back to me *"... Every title included in our databases receives a share of the royalty pool, based on several variables such as price of publication, number of years worth of content on our databases, number of titles included in the database and how much that database earned in that particular quarter. Because of the numerous variables, I, regretfully, would not be able provide even an estimation of the amount you would receive. For new publishers with just a year's worth of data from one title, the royalties tend to be fairly nominal. Yet they do grow as more as more content is accumulated on EBSCO Publishing products."* Krista sent an example of an EBSCO Royalty Calculation, assuming Product Z with 140 full text periodical titles and \$1,000,000

revenue. After the various shares and percentages are calculated, the royalty payment would be \$700. I think we can safely assume that any JEAL royalties (if we would even be entitled to any) would be negligible.

Krista, though, goes on to note:

*“Although the royalties are not considerable, the exposure is. We are also adding to the value of your content by providing abstracts, indexing, bibliographic data, & a live link to your purchasing information. EP can provide usage reports- which are insightful as to where the articles are being viewed.”*

2. RE Joy’s comment above (“As long as EBSCO would NOT charge anyone. . .”) EBSCO is a commercial database. They don’t charge individual users, but they certainly charge individual university libraries. Anyone not affiliated with those universities is not allowed access to EBSCO databases.

3. It is up to EBSCO to decide what they will do about including and indexing our archive. We don’t have to make any qualifications to them in this regard, since they are willing to limit content available through EBSCO to future issues of JEAL.

4. If we wish to contract with EBSCO, we will probably need to change our policy of embargoing the most recent year of content. As quoted above, it appears that EBSCO is not willing to do that. Is there a reason for us to continue that policy for our JEAL archive if EBSCO is making the content available through their service?