

Streaming Media Collections

General Guideline for the Selection & Acquisition of Streaming Media for Tulane Libraries

Internal Version

Howard-Tilton Memorial Library
Tulane University
New Orleans, LA 70118

Prepared by the Streaming Media Task Force
(Tony Bremholm, Lisa Hooper, Sally Krash, Josh Lupkin)

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Introduction

What is streaming media?

Broadly defined, streaming media is video or audio digitally delivered to a computer or mobile device via the Internet. There is no inherent limit to the number of times a streaming media file may be accessed; similarly, while to date there is typically no seat or simultaneous user limits to streaming titles, some delivery platforms and license agreements may eventually enable or require such limits. Streaming media is not downloaded to users' computer and is typically routed through LDAP authentication. There are three overarching purchasing models currently in place: 1. Purchase a license to access content hosted on a vendor platform for a finite period of time; 2. Purchase a digital file and a license to provide access for the life of the file; 3. In some limited circumstances, acquire streaming media files created by Tulane constituents and acquired in the course of daily work at no cost to the library (i.e., born-digital recordings of library events such as the Library Speaker Series, analog materials owned by the library for which no new or used copy is commercially available and which is in danger of degradation).

Why pursue streaming media at Tulane?

Streaming media offers several accessibility and pedagogical advantages for users as well as potential for greater buying power for libraries. It offers faculty and students much greater flexibility in when and how they watch video content and in how they use media in their classes and assignments. Acquiring streaming media provides access to a much larger variety of titles than would be feasible in a purely physical collection.

Beyond sheer convenience, streaming media helps the library support evolving trends in instruction and user expectations. For classes incorporating elements of student-centered instruction relying on asynchronous use of media materials (including "hybrid" or "flipped" models), the ability to link to streaming media via a course management system can foster increased student engagement and participation. Streaming media also addresses more general user expectations of unmediated and instant access to content via network connections. As DVD playback equipment becomes scarce and disc drives continue to be rapidly phased out of personal computers, streaming media will become an increasingly critical component of the Howard-Tilton Memorial Library's (HTML) collection development strategy.

From a collections perspective, streaming media presents several advantages while also raising complicated questions. Streaming media may be a useful tool for the library to remain relevant as a buyer of materials. As more and more books, videos, and sound recordings are licensed and distributed through online-only means, the amount of material inscribed onto a physical object available for libraries to collect is shrinking. Some content distribution platforms most familiar to library users such as iTunes and Netflix explicitly forbid institutional ownership and such core library functions as lending. Some content is not or will not be made available in traditional terms of ownership by libraries; as we progress into increasingly web-based delivery systems, streaming may become the only way to acquire content relevant to curricula at Tulane. Streaming access might also mitigate the service disruption caused by the loss and replacement of physical media. However, streaming media raises numerous questions for libraries: how can a library preserve streaming content? Alternatively, if we purchase a file, then how do we store, provide access, and preserve content for the life of the file and what happens when the file eventually becomes corrupted? How do we provide access to licensed content to non-affiliated researchers? How are streaming media purchases funded? How does streaming media impact

technical services workflow and relationships across collection bibliographer subject areas? While this document seeks to address some of these questions, others will remain open as the broader media library community continues to work these issues out.

Purpose of this policy statement

This policy provides guidelines and recommendations for purchasing streaming media. It will specifically outline HTML practices current as of January 1, 2015, provide guidelines for determining collection needs, and outline basic information and recommendations to assist bibliographers in selecting the appropriate purchase type, license type, and fund. This policy concludes with recommendations for building a sustainable infrastructure to support a growing streaming media collection.

Notes on the Impact of Streaming Media on Library Practices and Identity

HTML made collections a priority in 2005 and renewed its dedication to continuing to develop and strengthen the collection in its 2013 Strategic Planning document.¹ Collection building, however, is part of a larger program of “acquiring, organizing, preserving, and providing access to information” in alignment with the University’s mission. Perhaps to an even greater degree than many other forms of digital content, the emerging models for streaming media complicate these core principles as briefly examined below.

Acquiring

Acquisition practices have largely utilized discrete pools of funds to purchase digital content. Current purchasing models and pricing scales for streaming collections may offer savings over DVDs in a title to title comparison but, taken as a whole, are often beyond the funds available from any single traditional book or media budget. Furthermore, maintaining streaming media throughout its licensed period or life of file requires a sustained draw on HTML resources, including funds for hosting and updating fees, renewal costs, and a larger and more diverse subset of HTML personnel.

Organizing

The HTML has made it a priority to organize materials in a logical way to help aid access to materials through the catalog, discovery layer, and other means. In the case of streaming content, however, the ability to include individual media titles in the catalog may be limited by inconsistent supply of metadata by vendors (in terms of both price and quality). Users may need to resort to searching different databases (e.g. Kanopy, Alexander Street Press, Docuseek2, etc.). This concern is not unique to streaming media, but perhaps especially acute.

Preserving

The ability to preserve purchased materials is central to HTML’s identity. HTML seeks to provide unfettered access to its materials for Tulane constituents and visiting researchers. In the

¹ “Therefore, the overriding theme of HTML’s strategic plan for the next five years is to continue its successful endeavor to build its collections, and also to provide an infrastructure which will make those collections available to current and future Tulane students, faculty and scholars worldwide.” *Strategic Plan: Howard-Tilton Memorial Library, 2013*: 1.

case of streaming media, however, the library is either purchasing a term license or a subscription rather than ownership of the content which prevents the HTML from preserving the streaming content. The concept of preservation is further hindered by the third purchasing option: the outright purchase of a media file for the life of file, which exclusively forbids the transfer of content from one digital format to another.

Access

The HTML seeks to provide unfettered access to its materials for current Tulane affiliates, alumni/ae, affiliates of consortial borrowing institutions, and visiting researchers. Unlike physical objects, streaming media is accessible only to Tulane affiliates.

Part I - The Current Streaming Media Environment at Tulane

Current Streaming Media Sources at Tulane

Tulane's primary sources for streaming media include licensed access to database-like sets with Alexander Street Press, Naxos, and DRAM, as well as access to selected visual media distributors via Kanopy and Alexander Street Press.

Current Acquisitions Practices

The following list provides details of HTML Acquisitions summary funds. Individual subject reporting funds are held under each summary fund listed. Each fund may be appropriate for streaming media purchases.

Approvals summary fund

Approval funds are spent on materials supplied under existing plan agreements that have been established with library vendors. Materials supplied under these funds meet parameters set forth by bibliographers that can include subject, classification, publisher and more. Funding is provided at the beginning of each fiscal year and is based on an increase over last-year's budget. The amount allocated for each plan is communicated to the vendor prior to the beginning of the fiscal year. When one plan needs increased funding, the amount is moved from another approval plan.

Books summary fund

Book funds are spent for one-time purchases of materials that are acquired as firm orders from various domestic and international vendors and publishers. Funding is provided at the beginning of each fiscal year and is based on an increase over last-year's budget. When one fund needs increased funding, the amount is moved from another book fund.

Music/Media summary fund

This fund was established to cover audio visual materials and music recordings, purchased as one-time purchases. Funding is provided at the beginning of each fiscal year and is based on an increase over last-year's budget.

Serials summary fund

This fund covers digital and print subscription orders. Subscription orders are those that are paid on a calendar year (or other annual basis). Payment is made before the subscription start date. Funding is provided at the beginning of each fiscal year and is based on an increase over last-year's budget. New subscriptions are funded by moving the amount of the first year's subscription from the corresponding book fund as a permanent transfer.

Standing Orders summary fund

This fund covers digital and print standing orders. Standing orders differ from subscription orders (paid for with Serials funds) in that billing occurs at the time a volume is sent to the library. Funding is provided at the beginning of each fiscal year and is based on an increase over last-year's budget. New standing orders are

funded by moving the amount of the first year's subscription from the corresponding book fund as a permanent transfer.

Big Tickets summary fund

Funds are set aside near the end of the fiscal year to cover large purchases. These funds can come from any of the above funds that are projected to have a surplus at the end of the fiscal year. The Associate Dean in consultation with the Collections Management Group determines the amount available for big ticket purchases.

Current Streaming Resources by Purchasing Model

As of January 1, 2015, HTML currently provides access to streaming media through the following approaches:

Outright Database Purchase:

The following streaming audio databases were purchased outright from Alexander Street Press:

American Song	Jazz Music Library
Classical Music Library	Smithsonian Global Sound
Contemporary World Music	

The following streaming video databases were purchased outright from Alexander Street Press:

American History in Video	Opera in Video
Dance in Video	Theatre in Video
Ethnographic Video Online	

Subscription Databases

HTML has purchased the following streaming music subscriptions that may or may not be renewed at end of subscription terms:

- Naxos Music Library
- Naxos Music Library Jazz
- Naxos Spoken Word Library

HTML has purchased the following streaming video subscriptions that may or may not be renewed at end of subscription terms:

- DRAM
- JOVE
- Naxos Video
- Videatives

Open Access Resources

The HTML currently provides access to the following streaming media resources via research guides and the online A-Z database list:

- Open Vault WGBH

Licensing and rights for these resources are summarized in Appendix A.

Core Hosting Options

Vendor or Vendor-Contracted Platforms

If a subscription, perpetual, or term license is purchased, most often the vendor will host the content via their contracted platform (i.e., Media Education Foundation hosts and provides access to their content via Kanopy, Bullfrog Media hosts and provides access to their content via Docuseek2).

Library or Library-Contracted Platforms

Alternatively, HTML may choose to host files that have been purchased when permitted by the copyright holder. Due to limitations in server space and staffing to manage the content, local hosting is not currently feasible. However, HTML may negotiate directly with streaming media platform such as Kanopy, Docuseek2, and Sharestream to host this content in the future. Current practice as of January 1, 2015 is to access media via the vendor-hosted/contracted platform.

Part II – Determining Needs & Use

Stakeholder Discussions

While effective communication with stakeholders is crucial to any collection development strategy, the complexity of streaming media makes this especially true. Because selection or acquisition of a given content package via HTML may be impossible due to a number of factors at some point in the predicted lifecycle of the product (see Part III below), liaison librarians should ideally consult with Acquisitions or the Collections Management Group prior to promoting a product with unknown characteristics.

In many ways, selection for streaming media will follow best practices for selection already explored at greater length in “General Selection Considerations” in HTML’s Collection Development Manual. Expected criteria for selection include faculty requests for streaming media to be available on Blackboard, response to vendor announcements of new products that could enhance curricular outreach, and analysis of usage data of content currently held.

For streaming media, selection discussions will need to include these additional elements:

- *Individual title or package.* When evaluating packages or collections, the criteria resemble in many ways those of databases and data sets. While an individual title that is hosted by Tulane may or may not require ongoing costs other than infrastructure and migration related costs, externally hosted titles and collections often will involve a subscription or annual hosting fee.
- *Length of use.* Many streaming products offer varied periods of access to content (1 year, 3 years, 5 years, perpetual) with significant differences in price and terms. It is crucial to know whether streaming media would be needed on an ongoing basis by multiple classes or for a single week period by one class.

Circulation & Use of Media Collections

Understanding how the media collection is used can provide insight into subject areas worth expanding into the digital realm as well as titles that would better serve patron needs in streaming, rather than physical, formats.

Circulation Statistics

Historical monthly use statistics are maintained for the media collection as a whole and are currently available upon request from the music & media librarian.

Use the Voyager Circulation Module to view historical usage figures for individual titles.

Media Reserve Data

The Music & Media Center keeps statistics on how many physical media items are placed on reserve each semester, which courses and faculty use media reserves, and title lists of all media items placed on reserve. Requests for this type of reserve data may be made to the music & media librarian.

Part III – Purchasing Guidelines and Information

Purchasing Guidelines

Purchase type, license type, and fund selection

Purchase type	License type	Fund	Hosting fees	Updating fees	Post-cancellation access	Perpetual access availability
Package/ collection	Perpetual access or one-time purchase	Big Ticket	Serials streaming media fund	Serials streaming media fund	n/a	Varies by license and agreement. Some vendors can remove titles with no recourse for libraries
Single title	Perpetual access or one-time purchase	Subject Book fund of Audio Visual fund	Serials streaming media fund	n/a	n/a	Yes, however, if titles is removed from provider's platform they will supply digital file for local hosting
Package/ collection	Fixed term license (e.g., 1 year, 3 years, 5 years)	<\$500, Subject Book fund or Audio Visual fund >\$500, Big Ticket	Serials streaming media fund	n/a	n/a	During the term of the license, vendor may remove title from platform, but we should retain access until the end of our license.
Package/ collection or single title	Subscription	Digital Serials fund (requires a one-time permanent transfer from Book or Audio Visual fund)	Digital Serials fund	n/a	depends on vendor license	Depends on vendor license, titles can be removed with no recourse for library.
Approval or DDA	n/a	n/a	n/a	n/a	n/a	n/a

Order Submission Procedures

Order submission procedures are based on purchase type, license type, and cost, as follows:

Purchase Type:	License type:	Cost:	Submit to:
Package/Collection	Perpetual access or one-time purchase	n/a	Big Ticket
Single title	Perpetual access or one-time purchase	Less than \$500	Acquisitions Unit Coordinator
Single title	Perpetual access or one-time purchase	Greater than \$500	Chief Collections Officer or end of year Big Ticket
Package/Collection	Fixed term license (e.g., 1 year, 3 years, or 5 years)	Less than \$500	Acquisitions Unit Coordinator
Package/Collection	Fixed term license (e.g., 1 year, 3 years, or 5 years)	Greater than \$500	Chief Collections Officer or end of year Big Ticket
Single title	Fixed term license (e.g., 1 year, 3 years, or 5 years)	Less than \$500	Acquisitions Unit Coordinator
Single title	Fixed term license (e.g., 1 year, 3 years, or 5 years)	Greater than \$500	Chief Collections Officer or end of year Big Ticket
Package/collection	Subscription	n/a	Head of Acquisitions
Single title	Subscription	n/a	Head of Acquisitions

For each purchase type, submit the following information:

- Title
- Vendor
- Vendor contact information if relevant
- Cost
- Fund (NB – the cost of the first year’s subscription will be permanently transferred out of this fund)

For single titles, additional information may include:

- Director
- OCLC accession number

Renewal Review

HTML’s current ILS does not have license/subscription expiration alert functionality. Until HTML migrates to a new system or the functionality is added to our current system, bibliographers should set up alerts within their Outlook calendars at least 90 days prior to license

expiration. Some vendors, such as Kanopy, offer an alert system and are set up to notify Head of Acquisitions when titles or collections are 90 days to license expiration.

Usage data for Kanopy and Naxos streaming services may be requested from the Music & Media Librarian. Usage data for Alexander Street Press streaming content may be found in UStats.

Notes on Funding Sources

Streaming media purchases are currently made with Audio Visual funds (under the Music/Media summary fund) for individual and package video licensing models, and with Serials funds for subscription orders. Big ticket funds can be used for high dollar purchases that are submitted by bibliographers and selected by the Collections Management Group at the end of the fiscal year. Generally, money is not moved from one fund type to the other, with the exception of acquiring new serials and standing orders, which require a permanent transfer from the subject-specific book fund.

Streaming media presents unique funding issues related to the kind of licensing being purchased. It makes sense to pay for perpetual licensing of videos with existing Audio Visual funds, as the purchase will only occur once, but at a cost that typically exceeds the \$500 threshold for big ticket purchases. However, purchasing 1, 3, or 5 year licensing options involves a potential/probable renewal at the end of the initial licensing period that is dependent on sometimes unstable annual university funding. This state of affairs raises a number of questions: How do we establish a funding structure where renewals come every 1 to 5 years? How can we make that kind of funding work with an annual university fiscal year budget?

It should be noted that fixed term licensing (1, 3, or 5 years) opens up the potential of paying more in the long run, as HTML would be paying an inflation-related increase every time we renew the license. Perpetual licensing appears to be the most logical option, but it often comes with a hefty fee or is not offered as an option for streaming purchases.

The proposed recommendation to create a new Streaming fund under the Serials summary fund will accommodate streaming subscriptions. The recommendation to increase Audio Visual funding will accommodate higher costs associated with streaming media, in particular the higher cost associated with perpetual licensing.

Part IV – Recommendations

- Recommendation to review this document for currency at a minimum of 2 years.
- Recommend the music and media librarian apprise the Collections Management Group of significant changes as they occur.
- Recommend that heavily used titles are purchased in DVD and perpetual access.
- Streaming reporting fund should be created under the Digital Serials Allocation summary fund for subscription streaming products by moving monies from the Music/Media summary fund or the Audio visual reporting fund and/or other funds to be determined by the Collections Management Group or, for streaming audio, by moving monies from the Music Recording reporting fund and/or other funds to be determined by the Collections Management Group. This will be a one-time permanent transfer.
- Current funds for fixed-term licenses may be purchased via the Audio Visual reporting fund, however, the Collections Management Group should explore more sustainable alternatives for funding these licenses.
- Recommend additional funding be identified and re-allocated to the Audio-Visual fund to accommodate perpetual and other licensing that falls outside of Big Ticket purchases.
- Investigation into methods and needs to support long term digital records management and preservation for owned files should commence immediately.

Appendix A

Licensing and Copyright Issues for Current Streaming Media Resources at Tulane

This document reproduces elements from the licenses or terms of use for streaming media products owned or subscribe to by Tulane. The primary focus is on elements of the licenses that refer to prohibited uses, permitted uses, and perpetual or long term access rights. In some cases, for example Videatives and Henry Stewart Talks, there are no licenses or terms of use. **DUE TO LICENSING AND RIGHTS RESTRICTIONS, THIS INFORMATION MAY NOT BE SHARED PUBLICLY.**

A review of licenses and terms of use for streaming media makes clear that libraries do not own the content they have purchased in the same way that they own physical objects. Owning perpetual rights to the product does not guarantee access in perpetuity. It is perpetual rights to the product, with strings attached, but not perpetual access from the original vendor, which they can often rescind with advanced notice. To maintain that perpetual access we may have to spend more money in the future on fees to acquire the content on physical media, or depend on an un-named "third party" vendor, host it on our own servers, or pay someone to host it. For that reason, our original purchase price does not necessarily pay for perpetual access. We could end up with perpetual rights but left to our own devices to provide access to our users, with the demand for DRM and user limits still in place. Despite those drawbacks, it seems that paying for perpetual rights does give us something like ownership, which we do not get from a term subscription.

JOVE

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Naxos http://tulane.naxosmusiclibrary.com/terms_of_use.asp?mode=1

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(<http://search.alexanderstreet.com/terms-of-use>)

5. Restrictions: The Customer may not decompile or reverse engineer the Product(s); modify or create a derivative work; remove, obscure, or modify copyright notices; sell, distribute, or commercially exploit the Product(s); or transfer, assign, or sublicense this license.

7. DELIVERY / ACCESS: The Product(s) will be stored by ASP at one or more locations in digital form. If the Customer has paid for a Web subscription, Authorized Users will be granted access to the location(s). If the Customer has purchased perpetual rights to the Product(s) and has paid the owner's access fee, Authorized Users will be granted access to the location(s).

If the Customer has purchased perpetual rights to the Product(s), ASP will provide the Customer, upon request and when the Product(s) reach completion, the data contained in the Product(s) either on a digital storage medium (for a fee of \$500 per Product requested) or through a third-party vendor of archiving services. The Customer that has purchased perpetual rights to the Product(s) may optionally load data onto a local server to be accessed by Authorized Users through the Customer's search and retrieval software. In the case of audio or video, such access must be restricted by DRM and be limited to one (1) simultaneous user.

Alexander Street Press – End-user License Agreement covering ownership of perpetual rights to ASP's Music Product(s)

2. USER LICENSE: Subject to the restrictions contained in Article 4, below, and in a manner consistent with U.S. Fair Use Provisions and international law, this License constitutes a non-exclusive, non-transferable license to:

- a) Host the Product(s) on a server and provide access to Authorized Users (as defined in Article 5 herein), with each Track accessible by no more than I (one) simultaneous user.
- b) Make one copy of the Product(s) for back-up purposes only.

4. Restrictions: The Customer may not decompile or reverse engineer the Product(s); modify or create a derivative work of the Product(s) or any part thereof; remove, obscure, or modify copyright notices; sell, distribute (except as expressly authorized by this Agreement) or commercially exploit the Product(s) or any part thereof; or transfer, assign, or sublicense this license. Customer may not allow its Authorized Users to download the Track(s) or otherwise make copies.

6. DELIVERY: On request from the Customer ASP shall provide one copy of the Product(s) on hard disk form at cost to Customer. Customer is responsible for any and all additional mechanical, performance, synchronization or other such additional royalty obligations applicable on delivery, playing, distribution or other manifestations of the Track(s) and/or Product(s).

7. ACCESS: If the Customer chooses to provide locally loaded access to the Product(s), as defined in Article 2a above, Customer will ensure that a technical solution is implemented to prevent each Track being accessed by more than 1 (one) simultaneous user that it is only available to Authorized Users and that the restrictions within this contract are observed.

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e. Classroom use is not included for products licensed for previewing.

f. This license is granted only upon payment of fees specified by or through Docuseek2.

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3.2 The Licensee may allow Authorised Users to:

3.2.1 access the Licensed Material only by Secure Authentication in order to search, retrieve, display and view the Licensed Material;

3.2.2 electronically save parts of the Licensed Material;

3.2.3 print out single copies of parts of the Licensed Material;

3.2.4 incorporate parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments (for the avoidance of doubt excluding free online courses such as MIT-Harvard open courses), managed learning environments, virtual research environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorised Users;

3.2.5 incorporate parts of the Licensed Material in printed or electronic form in assignments and portfolios, theses and in dissertations (“Academic Works”), including reproductions of the Academic Works for personal use and library deposit. Reproductions in printed or electronic form of Academic Works may be provided to sponsors of such Academic Works. Each item

shall carry appropriate acknowledgement of the source, listing title and copyright owner;

3.2.6 supply to a user authorised by another library (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing) a single paper copy of an electronic original of an individual document;

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3.2.8 provide single printed or electronic copies of single articles at the request of individual Authorised Users;

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