

**MINIT MESYUARAT**  
**JAWATANKUASA KECIL PANGKALAN DATA KOMERSIL**  
**BIL. 1/2005**

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Tarikh : 24 Januari 2005  
Masa : 9.00 pagi  
Tempat : Bilik Mesyuarat Perpustakaan UKM, Bangi

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## 1.0 PENDAHULUAN

- 1.1 Pengerusi mengucapkan salam kepada semua yang hadir dan memulakan mesyuarat dengan bacaan Surah Al-Fatihah.
- 1.2 Agenda utama mesyuarat ialah untuk membincangkan:
  - Laporan analisis langganan PDK ScienceDirect
  - Perjanjian lesen PDK IEL
  - Hal-hal berbangkit

## 2.0 MENGESAHKAN MINIT MESYUARAT BIL. 3 /2004

Minit Mesyuarat Bil. 3/2004 disahkan tanpa sebarang pindaan.

## 3.0 SENARAI INDUK JURNAL

- 3.1 Bengkel Senarai Induk Jurnal telah diadakan pada 18 Januari 2005 di KUKTEM.
- 3.2 Ahli bengkel bersetuju untuk memasukkan senarai jurnal UKM sebagai rekod permulaan. Maklumat asas yang akan dimasukkan ialah: judul jurnal, imprin, *holding*, dan nama institusi.
- 3.3 Senarai judul jurnal bercetak dan elektronik akan dimasukkan dalam satu pangkalan data dengan menggunakan format MARC.
- 3.4 Semua institusi terlibat akan memasukkan maklumat masing-masing. Sekiranya judul jurnal telah ada dalam senarai, kemas kini maklumat *holding* pada rekod tersebut.
- 3.5 Wakil KUKTEM akan datang ke UKM bagi memasukkan rekod permulaan. Sesi demo pangkalan data akan diadakan kepada semua ahli JK PDK.

Tindakan: Wakil KUKTEM

## 4.0 STATISTIK PENGGUNAAN PDK

- 4.1 Mesyuarat telah mengadakan bengkel membincangkan secara terperinci hal-hal berkaitan statistik penggunaan dan langganan ScienceDirect serta masalah-masalah yang lain dan seterusnya menyediakan laporan bersama (Joint Report). Mesyuarat tersebut telah diadakan pada 29 Disember 2004 di Perpustakaan MMU, Cyberjaya. Laporan yang telah dikemaskini adalah seperti di Lampiran 1.
- 4.2 Maklumat asas berkaitan e-Metrics telah diedarkan kepada ahli mesyuarat. Maklumat lebih lanjut mengenai e-Metrics akan dimaklumkan oleh wakil UNITEN di mesyuarat akan datang.

Tindakan: Wakil UNITEN

- 4.3 Pengerusi akan membuat tinjauan penggunaan e-Metrics atau perisian lain di Sydney semasa lawatan kerja beliau di sana pada bulan Februari.

Tindakan: Pengerusi JK PDK

- 4.4 Pengerusi memaklumkan kepada ahli mesyuarat berkaitan taklimat perolehan PDK yang akan diadakan di Kementerian Jabatan Pengajian Tinggi pada 27 Januari 2005. Semua Ketua Pustakawan dijemput hadir.
- 4.5 Perbincangan berkaitan isu pembelian buku secara tender belum diadakan.

## 5.0 HAL-HAL LAIN

### 5.1 Konsortium – COMLIB

Kertas cadangan penubuhan konsortium perpustakaan-perpustakaan di Malaysia akan dibincangkan oleh semua ketua pustakawan pada 15 Februari 2005 sebelum dimajukan kepada Mesyuarat Naib Canselor (UKM) pada 23 Februari 2005. Pengerusi juga telah berbincang dengan Pengarah Perpustakaan Negara Malaysia berkaitan kertas cadangan tersebut.

### 5.2 PDK langganan secara konsortia

#### a. Kluwer Online eBooks

Pihak Acces Dunia telah dimaklumkan supaya menangguhkan tarikh akhir cadangan harga konsortium. Setakat ini belum ada institusi yang bercadang untuk melanggan PDK ini.

#### b. ISI Web of Science

USM dan MMU telah melanggan PDK ISI Web of Science

### 5.3 Perbincangan dengan wakil ScienceDirect telah diadakan selepas mesyuarat tamat. Laporan perbincangan adalah seperti di Lampiran 2.

### 5.4 Perbincangan berkaitan lesen perjanjian IEL telah diadakan selepas perbincangan bersama wakil ScienceDirect. Di antara isu yang dibangkitkan ialah:

#### a. Statsitik penggunaan mengikut format: artikel jurnal, kertas kerja, paten

#### b. Lesen perjanjian untuk memperbaharui langganan hendaklah dimajukan 3 bulan sebelum tarikh tamat tempoh langganan

#### c. Harga yang sama bagi 2005

Mesyuarat ditangguhkan pada jam 11.30 pagi dengan ucapan terima kasih daripada Pengerusi.

Perpustakaan Tun Seri Lanang  
UKM Bangi  
27 Januari 2005

PS/HM/fmn

**SCIENCE DIRECT SUBSCRIPTION ANALYSIS—JOINT REPORT BY  
COMMERCIAL DATABASES COMMITTEE (CDC)**

**1. SUBSCRIPTION ANALYSIS**

A template (see Appendix 1) has been formatted and each institution has to fill-up the information needed.

Findings from the template as below:

- a. There is no stated formula on calculating cost of freedom collection for individual institutions.
- b. Cost of subject collection varies.
- c. Institutions have to commit to subscribing to a core collection and this is subjected to price increase annually. Any cancellation has to be replaced by new title to the equivalent amount..
- d. Price cap differs from each institution to another institution.

**2. PROBLEMS**

A survey of 11 identified problems was posted to the CDC members that attended the discussion. The institutions involved are:

UTM, UiTM, UM,USM,UUM, KUKUM, UPM, MARDI, UNITEN, UTM, MMU

**2.1 Below are the findings of problems encountered :**

- a. Accessibility  
Slow in getting full text
- b. Printing  
No problem occurred
- c. Downloading  
MMU – downloading not completed although other databases are not affected
- d. KUKUM – slow although no problem with KUKUM's network.
- e. Response Time  
UiTM and KUKUM – sometimes slow
- f. Number complained from users – not available

g. Types of complaints

i. Subscribed journal should require no password however sometimes password is required. Possible reason could be due to third party titles (published by Harcourt, Academic Press, etc) which is not subscribed by the institution.

ii. Unsubscribed journals listed in Usage Report.

Most probably Elsevier Science is still referring to the original list which need to be updated or certain titles which can only be accessed during trial period.

e.g. KUKUM - Applied Catalysis A (1 usage in Mac and April, 5 usage in July)

-Applied Catalysis B (1 usage in Mac, 2 in July)  
(full text is not accessible since the trial period is over)

h. Response time to answer complaints  
No problem occurred

i. Password and ID  
UM – 2 days waiting time for new password to activate.

### 3. SCIENCE DIRECT 2005 PROPOSAL

#### 3.1 Content Fee

- a. When an institution opt for electronic format only why is the content fee still levied?
- b. In the electronic-only model, the content fee is still charged and is based on the list price, rather than on the e-format price. What is the basis of this calculation?
- c. What is the content fee for? For what access and service is this fee charged?

#### 3.2 Subject Collection

Why is access to subject collections no longer given gratis?

#### 3.3 Freedom Collection

The price of the Freedom Collection will vary for each institution depending on the size of the university and the forecasted usage.

- a. Size of the university – how is size determined – full time equivalent (FTE), different sites?

b. Forecasted usage

- i. It does not seem logical to increase price when usage is high because the reason why a title is bought is for it to be used. On what basis can high usage be used as a basis for price increase.
- ii. Forecasted usage. What is the method used to forecast usage in order to compute the price?

### 3.4 Need to maintain total expenditure levels

- a. The need to maintain total expenditure levels **absolutely** will mean that a library will need to keep subscribing to Elsevier titles, even during bad times or when there is a change in needs. This is equivalent to holding libraries at ransom.
- b. There should be a certain degree of allowance for cancellation without having to subscribe to new titles as replacement. This is in compliance to ISO standards—clients requirement.
- c. If this requirement to maintain total expenditure level is followed and with an average increase of 4-6% on Elsevier titles, many of which are priced on the high side, an institution may find that its entire journal vote be spent on Elsevier titles or worse still unable to maintain the subscription at all. Note during the financial crisis of 1997 many university libraries votes were slashed or slashed in real terms because of adverse exchange rates.
- d. “In the event that a subscribed journal is no longer included in the ScienceDirect online, the subscriber may substitute such subscribed journal with a journal title of comparable value (in current year list price)” – agreement.

To require the subscriber to substitute another title of comparable value is not fair because the subscriber still has to subscribe to that withdrawn title which is now published by a different publisher or in a different platform. In fact with the exclusion of titles in ScienceDirect, a discount should be given in the price for the subject /freedom collection.

- e. “The Licensor reserves the right at any time to withdraw from the Licensed Products any journal title or content that it no longer retains the right to license” – agreement.

Will subscribers be informed of such withdrawals? Will there be a report of titles withdrawn and added? In the event that the number of withdrawals outnumbers the additions thus affecting the quality of the database, the price levied for the subject / freedom collection should be reviewed for a price reduction.

## 4. LICENSE AGREEMENT

We went through the clauses for 2003, 2004 and 2005 license agreements and see how the clauses differ from each year to another year and also how they differ from each institution to another institutions (KUKUM, MARDI, MMU, UPM).

There is a special section in the agreement (2 pages) entitled: 'ELSEVIER LICENSE AGREEMENT Schedule 1.2 a General Terms and Conditions which we did not go through because the content are too technical. We should get help from a legal advisor.

### 4.1 Findings and Proposals

- a. Transaction fee  
(For document delivery of non-full text journals)

2004 : MARDI – US 20 per transaction  
MMU – US 22 per transaction  
UKM & UPM – not available  
2005: UKM – US 30 per transaction  
UPM – US 22 per transaction

- b. Usage reports (monthly reports)

Monthly reports are given to KUKUM, MMU, UKM & UPM but not for MARDI and is not stated any where in the agreement & Puan Khadijah mentioned that she doesn't receive any ever since she subscribes to SD.

- c. Proposal Fees and Payment terms

In the agreement it says: 'The Subscriber shall pay to the Licensor the Fees within (30) days of invoicing...'

**Proposal** : 90 days after date of invoicing, because it'll take time for the Bursar to process our invoice.

In the agreement it says: '...the Subscriber shall provide written notice of the dispute to the Licensor along with full supporting documentation within (10) business days...'

**Proposal**: 15 business days, because their working days and our working days are different (considering our public holidays).

In the agreement it says: 'Once the invoice dispute is resolved and settled, the Subscriber will pay the amount...within thirty days following resolution...'

**Proposal**: 90 days following the resolution.



d. Term and Termination

i. Commencement of the agreement differ:

MARDI for 2004: Covers fr. 1.1.2003 - 31.12.2004

UKM & MMU for 2004: did not state coverage dates

UPM for 2005: Covers fr. 1 Jan. 2004 -31.12.2005

ii. Renewal (notice)

MMU, UKM, UPM: 1 Aug.

MARDI: Oct. 1

**Proposal:** confirmation by Dec. 1 every year. Draft of the proposal to be submitted by Aug. 1

iii. In the agreement it says: 'In the event of any unauthorized use... , the Licensor may suspend access...without notice'

**Proposal:** Give prior notice before suspending and give reason why?

e. Elsevier License Agreement Schedule 5 Journal Collection(s)

Archival access for core collection, subject collection and freedom collection for years subscribed.

We **disagree** with the clause: upon termination – only those in the 'core collection' can be accessed for years that we have paid, but for 'freedom collection', only can be accessed with extra charge of US 5,000 (annual maintenance) plus annual access fee.

Substitution of journal titles

In the agreement it says: '...substitute the journal title by giving the Licensor notice by Aug. 1...'

**Proposal:** give notice by Dec. 1.

f. Others

MARDI Library has a separate section on Interlibrary Loan Conditions (Annex 2). (Please refer to the photocopied sheet). We should consider this.

KUKUM Library has a separate section on Archival Access Policy (Please refer to the photocopied sheet).

## 4.2 Suggestion

### Renewal Subscription:

- a. Before any renewal of subscription, send the renewal proposal first. Any changes in price should have a new set of agreement.
- b. Get the draft of the license agreement first, and the draft should be sent to the customers 90 days before subscription year ends. Any amendments to the license can be done during this duration. Amendments should be allowed, in due respect to protect the rights of customers. (MMU has requested for amendment to clauses but no respond from Elsevier Science).
- c. Payment can only be done after the agreement is settled.
- d. "Governing law" should be Malaysian law. In most of the agreements, the governing law is the law from which the database originates. But for database 'Emerald full text', it is clearly stated in the agreement that the governing law is Malaysian law: It says: 'This license shall be governed by and construed in accordance with Malaysian law; the parties irrevocably agree that any dispute arising out of or in connection with this License will subject to and within the jurisdiction of the courts of Malaysia'.
- e. State in the agreement, who is going to be responsible for company bankruptcy / corporate merger?
- f. Should alert us at least 30 days before any withdrawal of journal titles from the database.
- g. Access to the database should not be denied if payment is late. The customers should send to Elsevier the back-up documents of payment being processed. Even if after that, access is cut off, request from Elsevier to pay us the compensation.
- h. Any interruption of access or withdrawal of titles should be compensated, if it is caused by the provider.

## 5. RECOMMENDATIONS

Here is the list of recommendations suggested by the CDC members:

- a. The facilities of ILL should be permitted to all subscribers without using Science Direct software.
- b. The change of titles should be pre notified to all subscribers.
- c. The termination of titles also be informed to all subscribers with early notification

- d. A discount should be given in the price for the subject/freedom collection in case of termination of titles by Elsevier
- e. Should alert us at least 30 days before any withdrawal of journal titles from the database.
- f. Should form user group.

*Compiled by:*  
*Secretariat JK PDK*  
*30/12/04*

*Updated: 27/1/05*





**Soal Jawab Bersama Wakil ScienceDirect (SD)**

Sesi soal jawab telah diadakan selepas Mesyuarat JK PDK 1/2005. Tiga orang wakil dari SD telah hadir: Encik Pascal, Encik Toni Teh dan Cik Jo-an Chia.

**Soalan:**

1. Mengapa ada perbezaan kos bagi: *Freedom Collection/Subject Collection/Core Collection*?
2. Mengapa mesti mengekalkan nilai *Core Collection*. Sekiranya judul jurnal yang dibatalkan tidak dapat digantikan dengan judul yang lain? Bagaimana sekiranya nilai judul jurnal yang diganti tidak sama dengan nilai sebelumnya?
3. Mengapa ada perbezaan nilai *Price Cap* di antara institusi yang melanggan?
4. Peraturan Perbendaharaan Malaysia menetapkan pembaharuan langganan hanya boleh dibuat untuk tempoh 1 tahun. Apakah kelebihan bagi pembaharuan langganan dalam tempoh 3 tahun?
5. Mengapa mesti ada *Content Fee*?
6. Lesen perjanjian (*License Agreement*) hendaklah berdasarkan undang-undang di Malaysia. Contoh: PDK Emerald. Draf lesen perjanjian hendaklah dimajukan lebih awal kepada institusi yang melanggan untuk disemak oleh penasihat undang-undang dan membuat sebarang pertukaran dalam mana-mana klausa jika perlu.