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Paper or Electronic?

What was a simple renewal has become an agonizing process for law librarians

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Complications. Choices. Decisions. More work. Technology in the library has an undesired side effect that has impacted every law library, large and small. Technology has added significantly to the workload of librarians, attorneys, administrators and academics making library subscription decisions.

What was a simple renewal has become an agonizing process. The fate of a publication is usually decided at renewal time. It starts with a single sheet of paper — an invoice for the upcoming term. First you confirm that you had the item in the collection last year. Then you review the cost — is it still reasonable and affordable? Next you verify the users are still with the firm and need the product. You renew or cancel the invoice and are done. That was then.

Now the paper needs new scrutiny.

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Here begins the extra work. The time needed depends on the answers to many questions. Is this product available electronically, and if so, where and how? Is it on CD or online, or accessible with software that must be downloaded? What is the licensing agreement, and how will it impact usage? Can the product be distributed without violating copyright?

Subscriptions can come directly from the publisher, or may already be bundled in a package from an online provider like Lexis or Westlaw. These two giants of the legal publishing industry have swallowed up countless smaller publishers. What was a Research Institute of America (RIA) renewal is a Thomson West renewal today. What was a Mealey's is a Lexis renewal today.

Because Lexis and West provide vast quantities of legal content, it is impossible to know what is contained in a comprehensive contract from either provider. If secondary sources are a part of a contract, it is a good time to see if the renewing product is included. Even if it was not there last year, it could be there now. Librarians must keep abreast of what is happening in the legal publishing world. Checking if a source is already included in a contract is not as simple as it sounds — you must know where to look, and you must have the inclination to look in the first place. If it is there, the all-important question of coverage is asked. How far back does this go? What is removed or

retained in the collection can be impacted by this information.

Major library decisions are made based on the content of Westlaw and Lexis. Sets of books can be discarded in the interest of saving space when there is confidence that the information can be retrieved online. The major obstacle is that online content changes, and providers change. Lexis recently announced that they have negotiated an exclusive deal with Factiva, a premier news publisher that provides data to West. Exclusive means that the *Wall Street Journal* will not be available on Westlaw in March.

This is miniscule compared to what happens if you change a Westlaw contract to a Lexis contract. If you counted on Westlaw for federal reporters or supplements and eliminated the paper from the collection, your library loses editorial material owned exclusively by West. Or, if you based collection decisions on content in your Lexis contract, especially specific Bender treatises, and switch to Westlaw, you lose access to publications you may have removed already. Do you re-purchase them? It can happen that the person negotiating an online legal research contract is not a librarian and has limited knowledge of library content. Format decisions have concrete consequences.

A renewal invoice may inform you of electronic choices, or it may not. It is now common to discover at renewal that a product will change format, and will be available only electronically via e-mail. The renewal may require e-mail addresses and contact information about users. Distributing individual e-mail addresses to publishers requires some thought — what

else will the subscriber get along with that newsletter?

Certain e-mails can be blocked by system security, and it is a good idea to talk to the technology person about capabilities when switching to electronic formats. The librarian, who could once control the domain of the library, must now partner with the technology expert. It can be impossible to get a needed upgrade for a library product without technical assistance, and this can cause a frustrating delay, especially in a need-now environment.

For online newsletters the copyright issue looms over all decisions. Can the newsletter be forwarded? Is there a limit on recipients? Can you cut and paste from the contents? Also, who will save electronic issues, or will they be saved at all? And what about the older issues that are not covered electronically? Will they be kept in the collection? And how will the users know about these dual formats?

If print product caused any problems, such as reporters taking up too much space or newsletters being misrouted, renewal time is an excellent chance to rethink format. Taking the time to analyze subscription format is very valuable to the firm. Changing format can save a lot of space, reducing square footage costs. But how does that compare to the new cost of the product? Number of users and frequency of use may determine actual cost. Sometimes it is not possible to contain online searching costs, and without a fixed number it is impossible for the library to stay within a determined budget. Electronic definitely does not mean cheaper or better.

A decision is often made to try an electronic product, but to keep the original print

format as well. This double expense may be needed to test the waters or to support established working habits. Transition is essential, since no electronic product can be used effectively without training. Often a discount can be negotiated for a product that the library subscribes to in multiple formats.

A good example of a product in multiple formats is New Jersey cases from West. Print sets are the first option and remain on the shelves of most New Jersey firms. Another option is the CD format; CDs contain the same content, but add the searchability that print lacks. The CD can be purchased for a stand alone computer or for a network. There is a threat from West to cease support of the CDs, but users love them because the format eliminates the bill-or-not-to bill dilemma. CDs impose the additional responsibility of loading and handling upgrades and revisions. The third option for obtaining New Jersey cases is Westlaw's online service. The cost is usually within every basic package and varies by contract. But many firms have a set policy of billing for online research. This may mean that every time a New Jersey case is used, it must be charged to a client, even a small or fixed amount. This factor remains the number one deterrent to using online legal research and probably accounts for the acceptance of multiple formats of the same product in a library.

The renewal review process can end abruptly, due to cost. Every publisher is different in pricing electronic subscriptions. To purchase individual user licenses, time is required to determine who the specific users are. This is important since many subscriptions are priced per user, and the publishers want these specific

users identified by name. Who will keep track of passwords and access codes? There must be an administrator to add and delete users. In the case of a product like Mealey's, an e-mailed copy can go directly to the user. This is nice for some libraries that can get out of the routing loop, but very costly if you have multiple users — much more expensive than the one paper copy that was passed around. But the great benefit of timeliness, and of searching the archive which is often available, needs to be weighed and decided.

If the cost is reasonable, or at least acceptable, the users must be (or should be) taken into consideration. It is vital that the electronic product be readily usable. Some products are very complicated, such as the CCH Standard Federal. A direct online subscription from CCH has customized itself for flipping from section to section. The same subscription through Lexis lacks that interface. Lexis, after its acquisition of Matthew Bender, enhanced its table of contents features to make treatises more usable electronically. What may be OK for the occasional user may not be appropriate for a daily user and needs to be seriously assessed. On the positive side, electronic legal products are slenderizing, and becoming more generic every year — a great benefit to the searcher.

When a librarian or library administrator takes all these considerations into account, it becomes very time consuming and agonizing to process a single renewal. Technology has forced choices. It created more work. It adds up to a lot more time, it takes more knowledge, requires good analysis and personal skills of negotiation and persuasion — far above what was previously required. If the librarian seems frazzled, it's probably renewal time. ■