Negotiating Your Best Journal Deals Yet

NEGOTIATIONS WITH VENDORS ARE FOR THE ENTIRE LIFE CYCLE, SO THEY MUST INCLUDE THE LEVEL OF SUPPORT FROM THE VENDOR, THE CONTENT TO BE PROVIDED, AND THE QUALITY OF SERVICE.

BY JAMIE MARIE ASCHENBACH, JD, MLIS

From 1999-2012, the U.S. Consumer Price Index (CPI), a measure of inflation, rose by 38 percent, but during that time, journal bundle prices experienced an average contractual increase of 5.5 percent per year, meaning they doubled during those 13 years (Bergstrom et al. 2014). To put this into context, consider a loaf of bread. In 1999, we paid about $0.89 for a loaf of bread; in 2012, we paid approximately $1.23 for it. But if publishers had been our bakers, we would have paid $1.78 for that same loaf of bread (Bureau of Labor Statistics 2017).

Granted, a difference of $0.55 doesn’t sound like much, but that’s just for a loaf of bread. Now let’s apply that same scale to purchasing database access. In 1999, we would have paid roughly $89,000 for access to a database with 200 journal titles. In 2012, based on the CPI, we should’ve paid about $123,000 for that same access; instead, we paid $178,000 for the database, which at that point only gave us full-text access to 180 journals, a loss of access to 20 journals.

We know this thanks to a 2014 article (Bergstrom et al.) that was researched and written by economists after learning that their librarians would no longer have access to some journals. The economists wanted to identify the market forces behind this development, and what they discovered was that different libraries were paying different prices for the same access. Some publishers were offering “big deals” that were “discounted” from the journals’ list prices, but those deals didn’t necessarily reflect the usage or value of the databases (see accompanying chart).

Part of the problem is that publishers’ contracts contain non-disclosure agreements, so we have no idea what other libraries of comparable size are paying for journals. Ownership, licensing, and accessing of the materials are also problems. Elgar is one of the few publishers offering ownership of the materials, with perpetual access set in the purchase price. Elgar bases its pricing on each university’s Carnegie Classification, which reflects the number of annual graduate students and the level of research they perform.

With some publishers, even if your library owns the materials, you may have to pay to access them. For example, many law schools own the materials from The Making of Modern Law (MoML), but the materials are stored on MoML’s servers, and the schools must pay an annual access fee. Even if a

JAMIE MARIE ASCHENBACH is head of access services at Southern Connecticut State University in New Haven. Prior to this, she was head of research and access services at Florida Coastal School of Law in Jacksonville, where she assisted with vendor negotiations and partner management. Jamie Marie received her JD from Seattle University and her MLIS from the University of Pittsburgh. Contact her at aschenbachj1@southernct.edu.
school decided to move the materials to its own servers, it would need to invest in creating a discovery tool to access the materials.

**What to Negotiate About**

Given these circumstances, how can we get the most information access for our money? We must improve our negotiation skills.

To become better negotiators, we need to remember that we are partners with our vendors. The vendors have what we want (information and databases), while we have what the vendors want (information users). Both parties need to work together to get through the negotiation so we can both walk away with a workable contract.

The key word in this process is *negotiate*. You are negotiating, not fighting, so be professional. Prepare and share an agenda beforehand—this isn’t the time or place to waste each other’s time. Don’t hesitate to ask the vendor for any information you need to negotiate responsibly.

Obviously, you will negotiate the price, but there is much more to address. Remember, you are contracting for the entire life cycle, from contract to renewal. This means the negotiation must include the level of support from the vendor, the content to be provided, and the quality of service.

To start, think about the support you currently receive from your vendor, such as sales representative access, statistics, training sessions, and help desk assistance. Think about how these are provided and whether your needs are (or aren’t) being met by your content provider. These are all items that you can negotiate.

For example, you can request that the sales representative or trainer be located in your geographic area or have a limited number of contracted clients. You can ask for a specific level of knowledge of the industry, or a minimum level of experience in the area. Identify the level of support you expect from the representative or trainer, then ask for it.

Negotiations can also include help desk assistance, issue resolution, and marketing. If your users require a lot of support, negotiate for that support. Ask how that support is provided by the vendor (e.g., face to face or web-based instead of by phone). Will that work for you and your users, or do you need a different type of support?

We all need statistics to see how our users are actually using vendors’ products. What statistics do you need, and what statistics can your vendors supply? Can they include “push” statistics, or do you have to pull them from their servers? Are the data just usage statistics, or can you get more granular statistics if needed? Negotiate for the statistical solution that will work best for you.

Finally, while this may seem obvious, don’t overlook the materials that will be included when renegotiating a contract. Are all of the previously included materials in there? Are any new materials included? Knowing the answers to these questions and basing your negotiations on the products, information, materials, and databases included in the contract will start you off in a better negotiating position.

When negotiating, present the parts of the contract you agree with first. These “non-argue” points will allow you and the vendor to begin negotiations on a positive note.

After the contract is signed, review it regularly, collect the data you need, assess the account management, and solicit product and service reviews from users. When it comes time to renew the contract, you’ll be in a better position to negotiate a new contract.

**How to Negotiate**

The process of negotiating is rather simple, provided you are organized and motivated to do so. Think of it as the DATA Method: discover, analyze, trans-
Vendors: Help Us Help You

While this article is written from a librarian’s perspective, vendors can help librarians negotiate better contracts. Remember, vendors and librarians are essentially partners in getting information to those who want and need it. Here are some of the ways vendors can help librarians get their products in front of users:

- Don’t cold call us. Don’t hound us to try your product. Also, conduct research on us and our users before contacting us so you don’t waste our time by trying to sell us a product that is obviously not what we need (Berg 2013).

- Show us the value you are adding. Does your product provide better analysis or service than a competitor’s product provides for access to the same information? Then tell us—customer service is everything to us! But don’t talk about how fast your company is growing if you aren’t providing support for your new customers and can show that the majority of them are satisfied. And don’t make excuses about why this or that isn’t working—solve the problem (Lapachet 2015).

- All of us, librarians and vendors alike, need to communicate clearly and avoid wasting each other’s time. Let’s make sure we tell each other what we need to move forward and provide the information users want. SLA

Sources


Other Articles of Interest


