

**Tri-University Group of Libraries  
Preservation of Last Copy Agreement**

**May 2006**

**Appendix A added in June 2006**

**Appendix B added in November 2007**

**Background**

In 1996, the Tri-University Group of Libraries (TUG) purchased a building to house low-use items from the collections of each of the Group's members: the University of Guelph, the University of Waterloo, and Wilfrid Laurier University. Prior to opening the building, known as the Annex, Guelph and Waterloo each had their own buildings for low-use material. Collections in these buildings were transferred to the Annex when it opened. Since then, all three libraries have regularly transferred low-use material to the Annex.

The understanding has been that each library may send material to the Annex without concern for what is already there and owned by one of the other libraries. While the building is jointly owned and operated, the items housed in it continue to be owned by the originating library. In addition, through past practice, each library has sometimes sent multiple copies of the same item from its own collection, or has sent a copy to the Annex while retaining one or more copies in its campus collection. Because of these practices, there is appreciable duplication of material in the Annex.

Items selected for transfer to the Annex are low-use, and once in the Annex they typically continue to be low-use. Indeed, at least 80% of items in the Annex have never been requested. (Anyone registered with any of the TUG libraries may ask to have items sent to his/her library of choice to consult or borrow. In addition, people may go directly to the Annex to consult or borrow material. And items in the Annex are available for interlibrary loan, document delivery, and reserves in the same way as other material owned by the three libraries.)

When the Annex opened, we estimated that it would reach capacity in about 12-15 years. This estimate was based on the estimated number of items to be transferred from each library annually. The estimated number was based on a variety of factors such as the number of items that Guelph and Waterloo had transferred to their low-use buildings in previous years, the number of newly acquired items added to campus library collections each year, and the amount of shelving space available in those campus libraries. The Annex has, however, been filling up more quickly than originally estimated because of the need to find space in our campus libraries not only for growing print collections but also for new and changing services. Transferring low-use material to the Annex has helped create the space needed to keep our libraries dynamic and relevant.

In 2004, we reviewed our estimates and concluded that the Annex would likely reach capacity within 3 to 4 years. With this revised estimate, we began to consider options for additional space when the Annex reaches capacity. While these investigations continue

and decisions have yet to be made, one thing has become very clear: no matter what we chose to do to gain space for housing low-use collections, it will be very costly -- in the millions of dollars.

Given the growing and competing demands for funding available for higher education, we must act as responsibly as possible to avoid unnecessary costs. To this end we will reduce the amount of space needed for low-use collections by changing practices associated with housing material in the Annex.

Because there is relatively little demand for items in the Annex, we believe that one copy of any given item can readily meet current and future needs. To balance the needs of current and future users with the financial resources available for space, we will begin to use the Annex, and any future space available for low-use material, as a “last copy” repository. As a general rule, the Annex will only house items not available elsewhere in the TUG libraries and only if they are deemed necessary to support teaching, learning and research at any of the three universities.

### **Agreement**

This Agreement is intended to provide a framework to guide decision making while recognizing that exceptions may be appropriate. For example, the Agreement does not apply to Special Collections and there may be a need to make exceptions for reference materials. The parties to the Agreement will work with each other in good faith to determine a course of action when potential exceptions – either individual titles or classes of material -- are identified.

For the purposes of clarity, two or more copies of an item should be considered identical (and therefore candidates for disposal) if: a) the copies in question are the same year, edition and format; or b) if, in the opinion of representatives of the owning libraries, the copies in question are equivalent or near equivalent in content and disposal of one copy would not result in any appreciable loss of information.

To contain the space needed for low-use material, TUG agrees to work towards retaining no more than one copy of any item in the Annex by:

1. Identifying items in the Annex for which there is also at least one copy in any of the campus libraries and discarding the Annex copy.
2. Identifying multiple copies of items in the Annex and discarding all but one copy (all copies to be discarded if a copy is also held in any of the campus libraries).
3. Identifying and discarding serials in the Annex for which the owning library is confident that it will have perpetual electronic access (*for further details and definitions, see Appendix B Electronic and Paper Journals*). Because we have relatively little experience with electronic books, electronic copies of books will not be viewed as duplicates pending further review and analysis.

TUG also agrees that in future each library may send to the Annex only items for which there is not already a copy in the Annex or anywhere else in the TUG libraries (electronic books need not be taken into consideration at this time).

To put it another way: the Annex is to be used to house only the last copy of an item owned by any of the TUG libraries.

TUG also agrees that the last copy retained continues to be owned by the originating library and that it may be borrowed by anyone registered with any of the TUG libraries. In addition, the copy may be consulted at the Annex or any of the campus libraries by anyone regardless of registration with one of the libraries. The copy is also available for usual practices related to services such as interlibrary loan, document delivery, and reserves.

Should the copy go missing, the owning library will follow its usual practices to decide whether to replace it. Should the owning library decide not to replace it and one of the other libraries determines that it needs a copy, that library may purchase a copy at its expense and decide whether the copy will reside in a campus library or the Annex.

TUG also agrees that none of the libraries will discard an item that is the last copy within TUG before consulting with the other libraries to ensure that none of them want the item retained. If one of the libraries wants the copy, it may be transferred to that library or to the Annex.

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Note: While this agreement focuses on the preservation of last copies, it also recognizes that there may be items in the Annex that are no longer needed to support teaching, learning or research at any of the TUG institutions and that are not likely to be needed in future. In such cases, all copies may be discarded.

## Appendix A Exceptions

The Agreement recognizes that exceptions may be necessary and appropriate. As exceptions are identified and agreed upon, they will be listed in Appendix A along with a brief explanation of the reason for the exception.

1. Because of their unique nature and value to each library “special collections” owned by any of the TUG libraries are not included. (added May 2006)
2. Government publications received through the Government of Canada’s Depository Services Program: because each of the TUG libraries is a depository library, and because participation in the Program requires compliance with conditions related to retaining material, duplicate copies of items received on deposit may be located in the Annex. This exception may eventually be eliminated, pending discussions with representatives of the Program about the possibility of retaining only one shared copy. As full depository libraries, Guelph and Waterloo are expected to retain material indefinitely; as a selective depository; Wilfrid Laurier may withdraw anything older than 5 years. (added June 06)
3. Items damaged beyond repair: in the usual course of business at each of the libraries, when a book is damaged beyond repair a decision is made to either attempt to replace it or to discard it. If the owning library does not need to replace a damaged book, it may be discarded without consultation with the other libraries even if it is the last copy within TUG. (added August 06)
4. Collections owned by libraries of institutions affiliated with the University of Guelph, the University of Waterloo, and Wilfrid Laurier University are included in TUG’s joint catalogue, TRELIS, but may be excluded from this agreement. Similarly, collections owned by various campus departments and included in TRELIS may also be excluded. Regardless of where the items may have originally been located, when they are transferred to the Annex they are considered to be owned by the University of Guelph, the University of Waterloo, or Wilfrid Laurier University, and are therefore subject to this agreement. (added June 07)

Collections belonging to the following institutions and departments are excluded:  
(added October 06, unless otherwise noted)

### Affiliated with the University of Guelph

- Alfred College (added March 07)
- Guelph Career Centre
- Guelph OPIRG
- Guelph Teaching Support Resource Centre
- Guelph/Humber Collection – at Humber College
- Kemptville College (added March 07)
- Ridgetown College (added March 07)

Affiliated with the University of Waterloo

- UW Career Services
- Conrad Grebel University College
- UW Games Museum
- UW Herbarium
- Renison College
- St. Jerome's University
- UW TRACE Office

Affiliated with Wilfrid Laurier University

- WLU Brantford Education
- WLU Educational Development Office
- WLU Career Service
- WLU Geography Resource Centre
- Laurier Centre for Military Strategic and Disarmament Studies
- WLU Music Ensemble
- WLU Student Health Development Centre
- Waterloo Lutheran Seminary
- WLU Women's Centre

5. Materials in media formats are excluded from the agreement, due to concerns about licensing issues, changes in technology, differences in the way media formats are managed at each institution, and the impracticality of applying criteria for print materials to media. Media formats excluded from this agreement include, but are not limited to, videotapes, DVDs, CDs, audio tapes, phonodiscs, filmstrips, films and slides. (added June 07)
6. Maps are excluded for the purposes of this agreement. (added June 07)

## **Appendix B** **Electronic and Paper Journals**

### **A) Definition of Secure Archival and Perpetual Access for Electronic Journals**

For the purposes of this agreement, the following definition of secure perpetual access for electronic journals shall be used. An electronic copy of a journal may be deemed to be the preservation copy where the first three criteria below are met:

- 1) Where there is local loading and archiving of all volumes/issues on the Ontario Scholars Portal.
- 2) Where the content of the electronic copies of each individual journal does not materially differ from the printed editions. For greater clarity, the following features shall be used when comparing editions:
  - a) Electronic edition shall have the identical numeric arrangement (volume and issue) and table of contents as the printed edition;
  - b) Electronic edition shall have the same article content as the printed edition, including article title, abstract, author and other bibliographical content, all editorials and references/works cited lists;
  - c) Front matter (such as subscription information) and advertisements shall not normally be considered.
- 3) Where there is a signed formal license agreement with the Publisher guaranteeing perpetual access to all pertinent content on the publisher's server (redundant perpetual access).

While not required, a fourth criterion may be considered by TUG Libraries to determine whether an individual electronic journal meets the standard of a 'preservation copy'.

- 4) Ideally, where there is an 'escrow' clause in the license agreement that requires the publisher to provide copies of all electronic volumes/issues directly to the library if requested.

### **B) Weeding of Paper Copies of Journals Where Secure Perpetual Electronic Copy Exists**

- 1) Where the criteria in A) above are met for all three libraries, the TUG Libraries may weed all paper copies from their collections. The electronic copies located on the Ontario Scholars Portal shall be deemed to be the TUG Last Copy.
- 2) In addition, where there does exist a secure electronic copy for a particular journal for all three libraries, no new equivalent print copies of the journal may be relocated to the

Annex. As with above, the electronic copy located on the Ontario Scholars Portal shall be deemed to be the TUG Last Copy.

**C) Application of TUG Last Copy Agreement to Paper Serials Where No Secure Perpetual Electronic Copy Exists**

1) Where the criteria in A) above are not met for one or more of the TUG Libraries, new unique print volumes and/or issues of a journal may continue to be located in the Annex by the library that does not possess secure and perpetual electronic access.

2) Where more than one TUG library does not have secure perpetual electronic access to a given journal title, the libraries concerned shall jointly determine which institution's holdings shall be placed in the Annex.