

Guest Editorial

In Pursuit of My Book

Bryn Geffert

I want a copy of my book.

I once had print copies. My publisher kindly sent me 10 gratis. I gave most to friends and family. None of those recipients—but for my loyal father and earnest brother-in-law—read them. Yet demand exists in more remote and specialized realms. I recall the destitute graduate student in Siberia who, several years ago, wrote me asking for an electronic copy of my previous book. Having none, I shelled out \$60 to Amazon for a print copy and then shipped that copy at my expense across the Urals.

This time, I decided—with my latest book—I would own an electronic copy I could share. The author in me wanted copies of my work in all formats. And the librarian in me wanted that work available to all.

My publisher directed me to the jobber that distributes ebooks on its behalf. The jobber's website promises "instant access," "anytime, anywhere" to its wares. Instant access proved less than instant; half a year later, I still await a copy. As for "anytime, anywhere": the jobber's terms and conditions warn that the jobber may "restrict access" to all or part of my book "with or without prior notice." The terms also warn I may not share the book with others—the intent behind my request in the first place.

I don't blame my publisher, an august outfit that has been awfully good to me: its peer-review process was stellar, its editors improved my manuscript in multiple ways, and its designers produced a handsome artifact.

It's just that I want an electronic copy to share.

So, I purchased one from Amazon. Only to learn that I cannot share it. It sits on my Kindle, where it's locked down tighter than—I would have said Donald Trump's tax returns—but now, we know, even tighter than that. I did manage, after much bumbling about, to download a copy to my laptop. But I could not determine where, on my hard drive, Amazon's reading software stored the thing. I called Amazon's customer service. Multiple representatives declined to divulge its location. Frank Costanza's "Serenity Now" came to mind more than once.

I was not to be deterred. I purchased and downloaded another copy from another vendor. I could not find that vendor's copy on my laptop either. I searched for eons. I finally ferreted it out (labeled, less than helpfully, "085cd30f-8ae3-4a6a-a7d6-85ca8bd53adc") in a folder as remote as Pitcairn Island. Only to discover a digital rights management (DRM) container wrapped around the file, preventing me and everyone else from reading it on another device.

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Now I was on a mission. I spent days looking for software to remove the DRM. I tried several products. All but one failed. The sole achiever spat out a file largely bereft of formatting.

I ordered an electronic copy through interlibrary services.

My request came back unfilled.

I consulted an interlibrary services colleague, who resolved, in fervent tones, to find, somewhere in the world, one library—just one—that would provide me an electronic copy.

He failed.

I began cold-calling reference desks at libraries that owned the ebook. Responses ranged from sympathetic to puzzled to annoyed. Some reference librarians said the terms of their contracts prohibited them from sending me my book. Some said they'd be happy to send the book but could not free it from DRM restrictions imposed by Adobe Digital Editions, software designed, ostensibly, for reading electronic books, but designed, in actuality, of course, to prevent anybody other than members of the purchasing institution from doing the same.

I emailed a friend who's the director of an academic library one state over. Could he send me his library's copy? He tried. The experience left him shaken. "I entered the Hell that is Adobe Digital Editions," he reported.

I was eventually able to download your book, then, using Adobe Editions, I was able to open the book and read it. It is not clear to me whether I will be able to do so after three days (the remaining period for which I have it checked out.) I can't see any way of actually taking the file and transferring it to another user—you. The author.

"I hate Adobe Digital Editions with a passion," he concluded.

I asked whether he'd care to join me in writing an op-ed about our shared passion. "I don't have much to add," he responded, "other than some unprintable words."

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One can draw at least two lessons from this tale.

The first is for authors like me, who fail to vet fully the contracts they sign. My contract assured me I retained copyright in my work. I assumed—erroneously—that retention of copyright assured me the right to share my book with those in need. Not so. Legalese elsewhere makes my retention of copyright virtually meaningless. I retain copyright, but I can do almost nothing with the copyrighted work. I also assumed—erroneously as well—that my publisher would allow libraries to share its products with each other. One can, with some justification, blame authors for failing to obtain legal advice when signing contracts. I blame myself. But I posit that there is something unsettling about contracts that require authors to forfeit (too-often unwittingly) all effective rights in their work.

But the bigger, and, to my mind, more troubling lesson is for those of us who are librarians.

Consider the implications for the academic enterprise of books that cannot be transmitted between libraries, either by shipping physical items or dispatching versions born digitally.

OCLC reports that libraries using its interlibrary loan platforms have dispatched more than 205 million items since 1979.¹ My own library obtained from other libraries about 2,500

books last year on behalf of our students and faculty. Read the introduction to any book in the humanities, and odds are you'll find syrupy expressions of gratitude for the interlibrary staff who made that book possible.

Simply put, the work of humanists and social scientists would grind to a halt if libraries could not send books to scholars at other institutions. Scholars *everywhere*—even at institutions with mammoth collections—need books that their libraries do not own. The enormous University of Michigan Library, for example, stands among the top recipients of books from other libraries.²

This system of inter-reliance is essential to scholarship. But it works only if we can transmit books between libraries. Since the advent of books, we have been able to do so. When my library purchases a print book, it owns that book. It owns it outright. We do not rent it or license it; we sign no contracts telling us when, to whom, or under what conditions we may lend it. The book arrives unfettered.

Not so with electronic books. We do not own many of the ebooks in our collections. We merely license them. And ebook licenses place all manner of restrictions and even outright prohibitions on transmission—as I was reminded over and over again when trying to obtain a copy of my own book.

The ebooks that libraries do own—books with no licensing restrictions—often, alas, carry other, technological restrictions. Many vendors (such as EBSCO eBooks) embed DRM code in the ebooks they sell to libraries, making those ebooks almost impossible to send to other institutions.

JSTOR Books and Project Muse Books *do* allow libraries to duplicate and transmit purchased ebooks, but JSTOR and Muse sell each book as a basket of files (a separate file for each chapter, another file for the bibliography, another for the preface, another for the table of contents), thus forcing overworked interlibrary loan staff to download and send a litter of documents when transmitting a single book. To nobody's surprise, most libraries decline to send JSTOR or Muse books—they simply don't have time. JSTOR and Muse have calculated—correctly, it turns out—that the rigmarole of sharing multifile ebooks will prevent such sharing.

Still, libraries are moving aggressively to purchase ebooks in lieu of print. The advantages are obvious: ebooks are cheaper to store, they cannot be vandalized or stolen, their bindings never break, they do not become overdue. Those who love print books counter by noting the advantages of print: less distraction, superior navigability, and studies proving greater reading comprehension.³

But what is lost in this debate is a crucial, even existential question: Will the academy's system of transmitting books survive the age of ebooks?

It will not. At least not unless libraries demand two things from publishers.

First, No DRM

Such a demand is hardly radical. JSTOR Books and Project Muse Books proudly and rightly tout their DRM-free books. Most music rights holders no longer wrap files in DRM containers. If for-profit music labels, for whom intellectual-property protection is paramount and whose primary mission is maximizing shareholder value, can live without DRM, it is not far-fetched to imagine academic book publishers, whose primary mission is disseminating scholarship as widely as possible, also living without DRM.

Will non-DRM books lead to a spate of piracy? Will not the ability to duplicate files without wrappers, as an early reader of this essay asked, lead to the “uncontrolled copying and distribution of proprietary” intellectual property? Not necessarily. A much-cited study in *Marketing Science* concludes that, in certain instances, removing DRM can actually *decrease* piracy.⁴ Another study suggests that removing DRM *increases* sales by 10 percent. In short, commitments to protect and monetize intellectual property do not perforce require DRM.⁵ (Whether the monetization of intellectual property should constitute the primary goal of scholarly communication is a worthy question but a topic for another essay; the point here is simply that DRM is not an indispensable tool in the for-profit publisher’s toolbox.)

Springer, to its credit, does not place DRM on its ebooks.⁶ Nor do the university presses peddling ebooks through the University Press Library.⁷ Nor do most academic journal publishers. In fact, nearly all journal publishers offer licenses to libraries permitting libraries to duplicate their articles and send those duplicates to other libraries *sans* DRM. For-profit journal publishers see no threat to themselves in the transmission of duplicated articles through standard and tightly controlled interlibrary networks. Or at least no threat that would lead them to impose DRM.

Second, One Book/One File

JSTOR Books and Project Muse Books are to be commended for eschewing DRM. But, as noted above, their practice of slicing ebooks into multiple files effectively prevents interlibrary offices from sharing those books. Here we must acknowledge that a monograph is not a journal. The irreducible unit of a journal is an article; the irreducible unit of a monograph is the monograph. To be sure, some readers want only portions of what the author intended to remain whole—they *want* only one chapter. And despite howls from authors (howls, perhaps, that only authors can fully appreciate), there is nothing wrong with libraries meeting reader requests to slice and dice. But it *is* wrong for libraries to accede to contracts that prevent readers who need whole books from obtaining the same through interlibrary networks. We fail in our mission if we provide *only* pieces of a monograph to those who need the monograph in toto. It is not for us to tell a reader she cannot view endnotes for chapter 3 because those endnotes reside in a separate file. It is not for libraries to tell a reader he is mistaken to believe that chapters 4 and 5 are necessary to understand an argument that takes final shape in chapter 6.

Just as we insist on licenses allowing us to transmit electronic articles as whole units (an insistence journal publishers readily honor), we must insist that licenses allow us to transmit ebooks as whole units. There may be hope on this score. When I told a JSTOR sales representative my library could not, in good conscience, purchase books we cannot effectively duplicate and transmit to other institutions, he indicated room for rethinking JSTOR’s practices. And when I told the university press publishing my next book that I want an electronic copy to share, it readily agreed to provide one. Authors, libraries, and the persons libraries serve can be trusted to transmit and receive files within the terms of 17 U.S. Code § 107 and § 108. We librarians take copyright seriously. Pirate operations like Library Genesis pose a far greater threat to publishers than do we.⁸

For those who simply cannot countenance sharing ebooks in the way we share electronic articles—who abandoned this argument five paragraphs back and insist that duplicating and transmitting ebook files is not consistent with the practice of lending physical books—there is controlled digital lending (CDL). The now famous whitepaper authored in 2018 by copy-

right lawyers at Harvard, Duke, and NYU and endorsed by academic libraries throughout the United States, compellingly asserts that libraries enjoy the right under Fair Use to share digital copies of entire books as long as no more than one reader can access the book at a time.⁹ By appealing to CDL principles, libraries can, at the very least, insist that publishers either (a) grant lending institutions a set of temporary passwords, which they can send borrowing institutions that need an ebook for a limited time (presumably while restricting the lending institution's access to the ebook during the length of the loan), or (b) allow institutions to share ebooks through CDL software like that developed by the Internet Archive for its Open Library initiative.¹⁰

Demands such as these are not new.¹¹ But libraries' failure to adopt and hew to them—or, if you like, our willingness to roll over and sign deals for (relatively) cheap electronic books with no thought for the networks on which we rely—threatens our ability to serve the communities we're here to serve.

It's time to hold the line.

Even when it's inconvenient or painful to do so.

Now, we all believe, in principle, that libraries' effectiveness hinges on our ability to share material, whatever form that may take. And most of us believe, in principle, in contesting contracts that limit that ability. But when those principles run up against the consequences of hewing to said principles—of not being able to purchase products bound by problematic contracts—we concede to those contracts with distressing regularity, abandoning principles in deference to expediency.

To be sure, our concessions usually arise from laudable commitments, commitments to serve our constituents as best we can. How, one may justly ask, can we tell our faculty and students—who badly need Product X—we will not purchase Product X because its terms conform not to our principles?

How indeed?

Simply by reminding ourselves that the academy, at its best, declines to act in parochial self-interest when a greater good is at stake. Forward-thinking boards of trustees, for example, forgo profits promised by fossil fuel investments—profits needed for student aid and faculty salaries—because they recognize a greater good, namely a habitable planet. In the same manner, we librarians must forgo at times the immediate advantages of locked-down ebooks, because we recognize a greater good, namely a sustainable scholarly ecosystem, one that represents the interests of both authors and readers.

Adherence to worthy principles comes at a cost; it is rarely easy to abide by principles that prioritize long-term, collective interest over short-term, autonomous gain. Yet we must. And we can. Summoning the necessary resolve will be easier, and our actions will be more effective, if we act together. We badly need a statement in which academic libraries agree together not to buy ebooks we cannot transmit to each other.

This is a call for that statement. And not just a statement, but the resolve to abide by the statement, painful though that resolve may be.

Because without such resolve, the essential systems we've developed over decades for transmitting work to the global community of authors and scholars will collapse.

Who's in?

Notes

1. "OCLC Resource Sharing Facts and Statistics," WorldShare Interlibrary Loan, OCLC, <https://www.oclc.org/en/worldshare-ill/statistics.html>.
2. Ibid.
3. For an overview of studies, see Naomi S. Baron, *Words Onscreen: The Fate of Reading in a Digital World* (New York: Oxford University Press, 2015).
4. Dinah A. Vernik, Devavrat Purohit, and Preyas S. Desai, "Music Downloads and the Flip Side of Digital Rights Management," *Marketing Science* 30, no. 6 (2011): 1011–27.
5. Laruina Zhan, *Intellectual Property Strategy and the Long Tail: Evidence from the Recorded Music Industry* (2018), https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2515581.
6. "Digital Rights Management (DRM) and Ebook Content," Springer, <https://support.springer.com/en/support/solutions/articles/6000080086-digital-rights-management-drm-and-ebook-content>.
7. Julia Ottaviani, "The University Press Library," *De Gruyter Conversations*, <https://blog.degruyter.com/the-university-press-library-bridging-the-gap-between-academic-libraries-university-presses-and-you>.
8. *Library Genesis*, <http://libgen.li>.
9. David R. Hansen and Kyle K. Kourtney, "A White Paper on Controlled Digital Lending of Library Books," Controlled Digital Lending by Libraries, <https://controldigitallending.org/whitepaper>.
10. "Open Library," Internet Archive, <https://openlibrary.org>.
11. See "Oberlin Group Statement on Ebooks & Libraries," Oberlin Group of Libraries (2014), <https://oberlin-group.org/node/14991>.