

E-Resource Management & Licensing Issues

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ICT Impact on Libraries

- ❖ From Collection to Connectivity
- ❖ From Ownership to Accessibility
- ❖ From Real to Virtual
- ❖ From Paper to Pixel
- ❖ From Catalogue to Search Engine

Print Resources v/s Electronic Resources

- Fixed Period of Accessibility/ 24 hrs. accessibility
- No Written Agreement/ Written Agreement
- No surveillance / Absolute surveillance
 - In the beginning 4.3 billion web addresses which will be consumed by next summer. Now with technology IPv6 $340+36$ zero enough to give every atom on earth its IP

ISSUES?

SELECTION ISSUES

❖ Selection

❖ Bouquet

❖ Title by Title

- Selection makes subscription costly

❖ Duplicate Titles

- ABI/INFORM and Business Source Premier

PRICING ISSUES

- Offer Price
- Change in Tier
- Acquisition and Mergers of publisher
- Type of Institution: Pricing will also vary by institution type, size or research intensity.

AGREEMENT/LICENSING ISSUES...

Agreement/ License

- ❖ Every signed license or clicked-through acceptance of a vendor's terms is a legal contract that provides rights and protections to a vendor and a library.
- ❖ Licensing grants a mere permission to use instead of ownership to a user or library

AGREEMENT/LICENSING ISSUES...

Access Versus Ownership

- A purchase of the content will provide ownership
 - Maintenance Fee
- A lease of the content will take the form of access to content via an annual subscription

AGREEMENT/LICENSING ISSUES...

- Authorized Users
 - Primary Patron
 - Walk-Ins
 - Alumni
- Provision of Off-Site Access
 - Use of Proxy Server for Remote Login
 - Agreement with the Remote Login Software

AGREEMENT/LICENSING ISSUES

➤ Authorized Uses

- Viewing, downloading, copying, printing and saving a copy of research results
- Viewing, downloading, copying, printing and saving individual article
- Using e-resources for scholarly, educational or scientific research, teaching, private study and clinical purpose
- Sending a copy of an article to another authorized users
- Use of link for a discovery or federated search tool
- Fair use Provision
 - Course Packs and electronic reserves

AGREEMENT/LICENSING ISSUES: INTER LIBRARY LOAN...

- ❖ FAX or postal dispatch of photocopies of printed electronic articles should be allowed.
- ❖ Use of secure ILL software, such as Ariel or comparable systems, for lending to other libraries should be allowed.

AGREEMENT/LICENSING ISSUES: INTER LIBRARY LOAN

- ❖ Vendors do not agree to the ILL of digital material via e-mail.
- ❖ Even some vendor do not allow a print copy of an electronic resource.
 - ❖ JSTOR; Cambridge Journal Online
- ❖ Some vendor allow but ask to follow CONTU guidelines
 - ❖ CONTU Guidelines for copying from periodicals apply only to materials less than five years old (referred to as part of the "rule of five").
 - ❖ Up to five articles may be copied from a single periodical in one calendar year under the ILL provision (referred to as part of the "rule of five").

AGREEMENT/ LICENSING ISSUES: TERMS AND CONDITIONS

- ❖ Maintenance Fee (In case of Archive Subscription)
- ❖ Perpetual Access
 - ❖ Primary Journals (Define)
- ❖ Archival Rights

AGREEMENT/LICENSING ISSUES

- ❖ Governing Law
- ❖ Renewal
- ❖ Nondisclosure of Terms and Conditions

AGREEMENT/LICENSING ISSUES

Original Clause

“This agreement shall be governed by and construed in accordance with the laws of the state of New York, USA, regardless of the law that might otherwise apply under applicable principles of conflict of law”

Replaced with

“This agreement shall be governed by and construed in accordance with the laws of India, regardless of the law that might otherwise applicable principles of conflicts of law”

AGREEMENT/LICENSING ISSUES

Amendment or License Terms or Services

This clause allows the vendor to alter the terms of the license without notice and also allows the vendor to change the product without the notice.

AGREEMENT/LICENSING ISSUES

- ❖ Systematic Down Loading and Unauthorized Uses
 - What happens when the Complete issue is on specific topic which is relevant to the research
 - A highly specialized journal relevant to a research
 - Whole community is penalized for an individual mistake

AGREEMENT/LICENSING ISSUES: NON-DISCLOSURE

▣ Original Clause

- “Except as may be required by law or governmental rules and regulations, the parties agree not to publicly or privately announce or disclose the financial terms and conditions of this agreement with first securing the written consent of the other party”
- Can it be possible in the era of RTI?

AGREEMENT/LICENSING ISSUES: ARCHIVING

- Library make payment for list price + e-content Fee.
- Permanent use of resource should allow the library to copy data for the purpose of preservation and/or the creation of usable archival copy.

AGREEMENT/ LICENSING ISSUES

- ❖ Warranty
- ❖ DISCLAIMER (Always in Caps)
 - ❖ As is basis
 - ❖ Own risk
 - ❖ Vendor cannot be held liable
- ❖ Indemnity (Compensation)
 - ❖ At least problem should be fixed immediately
 - ❖ Provision of refund for non-accessible period

Evaluation

USAGE STATISTICS

- ❖ COUNTER (Counting Online Usage of Networked Electronic Resources)
- ❖ SHUSHI (Standard Usage Statistics Harvesting Initiative)
- ❖ Are they reliable?
- ❖ What about the databases which do not follow these standards?

USAGE STATISTICS: ISSUES...

- Non-Compliance of Standards
- Inconsistent Data
- Different Formats
- Multiple Clicking
- Inflated Statistics
- Lack of Web-based Interface

USAGE STATISTICS: ISSUES

- Varying Interface
- Different Reporting Platforms
- Duplication of Journals in Different Databases/
bundles
- Vendor's reluctance:
- Open access journals

SUGGESTIONS

- ❖ Should recognize the intellectual property rights of both author and user.
- ❖ Should not require the licensee (library) to adhere to unspecified terms in a separate agreement between the licensor and a third party unless the terms are fully reiterated in the current license or fully disclosed and agreed to by the licensee (library).
- ❖ Get the license vetted from the legal division.
- ❖ Only the administrative head or the person who has been authorized should sign the agreement.
- ❖ The Licensee shall not be responsible for the travel and related costs of the professionals for imparting training to the staff and users.

Thank You!