Licensing for Medical Librarians
Continuing Education Course
EAHIL 2018, Cardiff. Wales

Laura Muñoz-Gonzalez
Veronica Juan-Quilis
Andaluisan eHealth Library
Health Regional Ministry. Government of Andalusia. Seville, Spain
AIM OF THIS COURSE

To provide medical librarians with the appropriate tools to understand the different connotations of electronic license clauses and negotiate their terms with publishers.
METHODOLOGY OF THIS COURSE

First part (From 13.30 h. to 15.00 h.)
- We will identify the different parts of a license and explain some of the key clauses

Second part (From 15.30 h. to 16.30 h.)
- We will work in groups and try to draft a license model for medical libraries

Conclusions (From 16.30 h. to 17.00 h.)
What do we know?

1. Have you ever read a whole license?
2. Do you know the parts of a license?
3. Do you understand every clause?
4. Do you usually review the licenses that your organization signs?
5. Do you negotiate them?
6. If not, who does?
7. Have you tried to change any of the clauses? Were you successful?
8. Do you think librarians have the proper training for negotiating licences and that they should be in charge of it?

Yes, we can
Why is it so important to study, review and negotiate licences?

Digital stage: we have moved from paper to electronic resources which are not tangible.

- Library empowerment: consortia, national licences, national or regional libraries
- Greater specialization is requested of librarians
- Stronger bargaining power
Digital stage

- Digital environment: non-tangible concepts as happens with physical resources. Ephemeral rights on the products (Lipinski, 2013)

- New technology: usage of electronic resources is different as they can be more easily copied, distributed, sent by email, etc. Content can be shared more easily. But, we can be observed and tracked more easily (Griffin, 2013)

- Authors have more visibility

- Resources have more visibility: authors have more resources at their disposal for research purposes (they want it all and want it now)

- Terms of Use and Legal Conditions of Access: grant the right to use electronic resources in a non-exclusive non-transferable way

- Some licenses are non-negotiable, but due to the setting up of consortia, regional or national libraries and the establishment of national licenses, the people in charge of them have more and more influence on negotiating advantageous conditions with publishers
Digital stage (cont.)

Publishers:

- Try to protect their ownership through **terms of use, licenses, click through, web wrap or shrink wrap agreements**

Authors

- Authors need their creativity to be protected as this allows them to be able to generate more scientific intellectual production and keep the interest of those who invest in their creation (Rollins, 2010)
Intermediaries

- Agents used to do this job (negotiating) for libraries (Turner, 2002), and this meant efficiency in the use of resources, not only economic but also of staff and financial administrative management. Nowadays, with the empowerment of libraries, agents are becoming aggregators, creating products which help users find quality scientific information when searching. These metadata are copyrighted and license must be agreed to establish their use by libraries (Griffin, 2013)

Sweets, Ebsco, Blackwell helped to define NESLI to John Cox Associates
Libraries are forced to invest in more resources because authors are more and more demanding, and they need to be stronger through consortia, national licenses, regional libraries. There are many examples of achievement not only creating economy of scales, but negotiating the terms for their end users. These libraries are now the agents with an unlimited bargaining power (Turner, 2002). Some examples:

- In Greece, the Hellenic Academic Libraries Link (HEAL-Link, https://www.heal-link.gr/?lang=en) Just in case to Just in time – We can’t trust everything in the ILL (Xenidou-Dervou, 2001)
- Principles of LIBER (Ligue de Bibliotéques Europèennes de Recherche) and ICOLC (International Coallition of Library Consortia were adopted in The Netherlands– Expert Group for negotiating licenses (Klugkist, 2001).
- National Electronic Site License Initiative In United Kingdom https://www.jisc-collections.ac.uk/nesli2/ (Turner, 1999)
- The Norwegian Electronic Health Library (NEHL) http://www.helsebiblioteket.no/ Negotiating tenders directly with publishers (Tjensvoll, 2011)
- Consortia of Universities. In Spain, for example CBUC, CBUA. (Cornellas y Anglada, 2004)
Dealing with licenses requires specialized and detailed knowledge
Where does our knowledge come from?

Professional Experience

Open Access

Expert view

Intellectual Property Law or Copyright
Professional experience

- Detailed study of licenses: In our case 36 licenses are reviewed every year, on average. That makes at least 400 licenses reviewed.

  - Don’t take things for granted
  - Ask what we don’t understand
  - Try to negotiate whatever is necessary

Available at https://www.repositoriosalud.es/handle/10668/1381
Professional experience

1. BUDGET APPROVAL
2. OFFER NEGOTIATION
3. ACCEPTANCE
4. PURCHASING LEGAL PROCEDURE
5. INVOICING AND PAYMENT AGREEMENT
6. LICENSE REVIEW
7. LICENSE NEGOTIATION
8. LICENSE ACCEPTANCE AND SIGNATURE
9. PAYMENT CONTROL

SUBSCRIPTION CYCLE AT THE BV-SSPA

Biblioteca Virtual del Sistema Sanitario Público de Andalucía
Professional experience

License follow up
- Supplier
- Titles
- Price n-1
- Price n
- Increase
- Proposal date
- Assignment Date
- Invoice Date
- License shipment date
- License review date
- License signature date
What do we check?

- Number of titles
- Backfiles
- Agreed Price
- Payment and expiry date
<table>
<thead>
<tr>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLISHER</td>
</tr>
<tr>
<td>LICENCE TYPE</td>
</tr>
<tr>
<td>AUTHORIZED USERS</td>
</tr>
<tr>
<td>AUTHORIZED USES</td>
</tr>
<tr>
<td>FTE (Full Time Equivalent) Nº OF USERS</td>
</tr>
<tr>
<td>ALLOWED ACCESS</td>
</tr>
<tr>
<td>INTERLIBRARY LOAN</td>
</tr>
<tr>
<td>COURSE PACKS</td>
</tr>
<tr>
<td>PERPETUAL ACCESS</td>
</tr>
<tr>
<td>BACKFILES</td>
</tr>
<tr>
<td>STATISTICS</td>
</tr>
<tr>
<td>AUTOMATIC RENEWAL</td>
</tr>
<tr>
<td>PAYMENT</td>
</tr>
<tr>
<td>NON PAYMENT INTEREST</td>
</tr>
<tr>
<td>LAWS</td>
</tr>
<tr>
<td>REPOSITORY</td>
</tr>
<tr>
<td>CONFIDENTIALITY</td>
</tr>
<tr>
<td>REVISION DATE</td>
</tr>
<tr>
<td>INDEMNITY IN CASE OF NO ACCESS</td>
</tr>
<tr>
<td>GARANTEES</td>
</tr>
<tr>
<td>TITLE SWAPS</td>
</tr>
</tbody>
</table>

Biblioteca Virtual
del Sistema Sanitario Público de Andalucía
Where does our knowledge come from?

- Professional Experience
- Open Access
- Expert view

Intellectual Property Law or Copyright
Expert view

- Librarians are the proper professionals to be in charge of negotiating licenses
- Needs must be expressed
- Don’t be frightened of negotiating

So what is a license? A license is a type of contract that does not generally result in the transfer of ownership rights in physical objects. Unlike a contract for a purchase of a new set of encyclopedias, a license is in a sense ephemeral: “The word license means permission, or authority; and a license to do any particular thing is a permission or authority to do that thing; and if granted by a person having power to grant it, transfers to the grantee the right to do whatever it purports to authorize.”

Expert view

Negotiation is very important. Pay attention to how prices are established: according to the use, number of sites, FTE, number of specialized professionals, licenses can be for individual use, concurrent or simultaneous, site. Bear in mind your user feedback and control statistics as an advantage for your institution. If you agree a multi year contract, include a price cap with an opt-out clause.

Licensing principles

• International Federation of Library Associations, available at https://www.ifla.org/. These principles include access, use, end users, perpetual access, prices, interlibrary loan, teaching and learning

• Research Libraries Association, available at http://www.arl.org/focus-areas/statistics-assessment/3141#.WmEY9a7iZ0w

• European Bureau of Library, Information and Documentation Associations, in Europa, www.eblida.org
Where does our knowledge come from?

Professional Experience

- Open Access
- Expert view

Intellectual Property Law or Copyright
They protect authors’ creation

- There are certain rights which are non-renounceable. Moral rights; integrity and recognition

- There are other rights: property rights. These can be transferred to scientific societies or publishers during a period of time through contracts with these entities

- These societies or publishers grant the access to these resources through libraries. As Lipinski says licenses define the commitment between libraries and publishers
Copyright Law of the United States

This publication contains the text of title 17 of the United States Code, including all amendments enacted by Congress through June 30, 2016. It includes the Copyright Act of 1976 and all subsequent amendments to copyright law; the Semiconductor Chip Protection Act of 1984, as amended; and the Vessel Hull Design Protection Act, as amended. The Copyright Office is responsible for registering intellectual property claims under all three.

The United States copyright law is contained in chapters 1 through 8 and 10 through 12 of title 17 of the United States Code. The Copyright Act of 1976, which provides the basic framework for the current copyright law, was enacted on October 19, 1976, as Pub. L. No. 94-553, 90 Stat. 2541. The 1976 Act was a comprehensive revision of the copyright law in title 17. Listed below in chronological order of their enactment are the Copyright Act of 1976 and subsequent amendments to title 17.

Chapters 9 and 13 of title 17 contain two types of design protection that are independent of copyright protection. Chapter 9 of title 17 is the Semiconductor Chip Protection Act of 1984 (SCPA), as amended. The SCPA was enacted as title III of Pub. L. No. 98-620, 98 Stat. 3335, 3347, on November 8, 1984. Chapter 13 of title 17 is the Vessel Hull Design Protection Act (VHDP), as amended. The VHDP was enacted on October 28, 1998, as title V of the Digital Millennium Copyright Act (DMCA), Pub. L. No. 105-304, 112 Stat. 2860, 2905. Subsequent amendments to the title 17 provisions for SCPA and the VHDP are also included in the list below, in chronological order of their enactment.

Available at: [https://www.copyright.gov/title17/](https://www.copyright.gov/title17/)
Copyright Act of 1976 of the United States

107. Limitations on exclusive rights:

Notwithstanding the provisions of sections 106 and 106A, the fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include...
Copyright Act of 1976 of the United States

108. Limitations on exclusive rights: Reproduction by libraries and archives

(a) Except as otherwise provided in this title and notwithstanding the provisions of section 106, it is not an infringement of copyright for a library or archives, or any of its employees acting within the scope of their employment, to reproduce no more than one copy or phonorecord of a work, except as provided in subsections (b) and (c), or to distribute such copy or phonorecord, under the conditions specified by this section, if…
Copyright, Designs and Patents

37.—(1) In sections 38 to 43 (copying by librarians and archivists)—

(a) references in any provision to a prescribed library or archive are to a library or archive of a description prescribed for the purposes of that provision by regulations made by the Secretary of State; and

(b) references in any provision to the prescribed conditions are to the conditions so prescribed.

(2) The regulations may provide that, where a librarian or archivist is required to be satisfied as to any matter before making or supplying a copy of a work—

(a) he may rely on a signed declaration as to that matter by the person requesting the copy, unless he is aware that it is false in a material particular, and

(b) in such cases as may be prescribed, he shall not make or supply a copy in the absence of a signed declaration in such form as may be prescribed.

(3) Where a person requesting a copy makes a declaration which is false in a material particular and is supplied with a copy which would have been an infringing copy if made by him—
FAIR DEALING

Sections 29 and 30 of the Copyright Designs and Patents Act 1988 (UK)


29.—(1) Fair dealing with a literary, dramatic, musical or artistic work for the purposes of research or private study does not infringe any copyright in the work or, in the case of a published edition, in the typographical arrangement.

(2) Fair dealing with the typographical arrangement of a published edition for the purposes mentioned in subsection (1) does not infringe any copyright in the arrangement.

(3) Copying by a person other than the researcher or student himself is not fair dealing if—

(a) in the case of a librarian, or a person acting on behalf of a librarian, he does anything which regulations under section 40 would not permit to be done under section 38 or 39 (articles or parts of published works: restriction on multiple copies of same material), or

(b) in any other case, the person doing the copying knows or has reason to believe that it will result in copies of substantially the same material being provided to more than one person at substantially the same time and for substantially the same purpose.
Where does our knowledge come from?

- Professional Experience
- Open Access
- Expert view
- Intellectual Property Law or Copyright
Open Access

- These property rights can be granted to Open Access Publishers.

- This affects the way libraries should negotiate with publishers for their Open Access Scientific Production and their inclusion in catalogues and repositories.

  - Budapest Open Access Initiative
  - Declaración de Bethesda
    [http://legacy.earlham.edu/~peters/fos/bethesda.htm](http://legacy.earlham.edu/~peters/fos/bethesda.htm)
  - Declaración de Berlín [https://openaccess.mpg.de/Berlin-Declaration](https://openaccess.mpg.de/Berlin-Declaration)

All of these initiatives request library support for the Open Access movement, but users must be well aware of what is allowed. Example: Creative Commons [https://creativecommons.org/](https://creativecommons.org/)
FIVE OPEN ACCESS PRINCIPLES FOR NEGOTIATING WITH PUBLISHERS:

1. Licensing and Open Access go Hand-in-Hand
2. No Open Access, No Price Increase
3. Transparency for Licensing Deals: No Non-Disclosure
4. Keep Access Sustainable
5. Usage Reports Should Include Open Access

They are inspired by other statements including the Amsterdam Call for Action on Open Science and the OA2020 Initiative and align with the Recommendations on Open Science Publishing from the Open Science Policy Platform (OSPP).
Study of Licenses
License definition
Parts of a license
Key clauses
Study of Licenses

• Confidentiality: even having a transparency law we are not allowed to show the whole content of licenses

• License Models:


  • LIBLICENSE Project, created in 2011 by the Center for Research Libraries: http://liblicense.crl.edu/licensing-information/model-license/

What’s a license?

A license is a type of contract. A contract is an agreement or a legal tie whereby two parts commit themselves or become committed. It can involve a transaction that can be material or not; a license is a type of contract which does not involve property transfer, but rather the granting of use or permission or authority to carry out an action. In the case of libraries, licenses are the contracts whereby the use of the electronic resources is established: reading, linking, copying, printing, downloading, etc. and the price that is paid for such actions (Lipinski, 2013)
Parts of a license

1. Type of license
2. Identification of both parts
3. Definition of terms (glossary)
4. Licence object
5. Permitted uses
6. Restricted uses
7. Rights and obligation of parts
8. Price
9. Technical aspects
10. Term and termination
11. Confidentiality
12. Warranties and liabilities
13. Data Protection
14. Notifications
15. Assignments
16. Governing laws and courts
Parts of a license and key clauses

Important: License must be the proper one for our organization
Identification of both parts

- It is necessary to identify correctly the name of our organization and its type, the library and the person who can sign the document on behalf of it.

- Concerning the publishers, be sure they have the rights to grant the license.
Parts of a license and key clauses

Definition of terms

- Acceptance
- Agreement
- Authentication
- Authorized users
- Backfile
- Commercial use
- Course Packs
- Electronic Reserves
- Fee

Glossary

- Force majeure
- Members
- Perpetual Use
- Products
- Term
- Secure Network
- Sites
- Walk-in users
- Web
Licensor grants the license a non-exclusive, non-transferable right to access and to permit Authorised Users to access and make Permitted Use of the Licensed Material:

- Remote access
- Walk-in users
- Intellectual property of publishers
- Perpetual access – how will be the post-cancellation access?
- Backfiles – specific date
- Statistics
Parts of a license and key clauses

Permitted uses

✓ Non-commercial use
✓ Individual
✓ Purpose: research, teaching, education, learning, private study

☐ Downloading to screen, searching, retrieving, displaying, viewing, printing or saving of a small proportion of Licensed Materials for personal use, scholarly, educational or scientific research or internal business

☐ Sharing with other authorized users
  ☐ Course packs
  ☐ Electronic Reserves
  ☐ InterLibrary Loan

Pay attention to this
Parts of a license and key clauses
Permitted uses

✓ Course packs:
  ✓ Usually permitted only for academic libraries.
  ✓ For a period of time
  ✓ Non commercial use (cost-based fee)

✓ Electronic Reserves:
  ✓ Usually permitted only for academic libraries
  ✓ Compilation of Materials for the use of students
  ✓ Non commercial use
Parts of a license and key clauses

Permitted uses

✓ InterLibrary Loan:

✓ Usually permitted only for academic libraries
✓ In some cases only for libraries within the same country
✓ Paper copy (fax or post) or electronic copy by a secure electronic transmission
✓ Copy must be deleted by the recipient library immediately after printing
✓ Non commercial use (cost-based fee)
✓ Do not substitute a subscription
✓ Some USA licensors refer to CONTU Guidelines on Photocopying under Interlibrary Loan Arrangements and Section 108 of the Copyright Act of 1976
Parts of a license and key clauses

Non Permitted uses

- Derivative works
- Transformation of products (Example: translation)
- Removing, hiding or changing author names, entity, publisher, copyrights, terms, policies, etc.
- Systematic downloading or printing
- Access of non-authorized users
- Including the products in other works unless it is expressly permitted
- Commercial use
Parts of a license and key clauses

Permitted / Non Permitted uses

Remember!!

Your users must be aware of what is or not allowed
## Parts of a license and key clauses

### Permitted / Non Permitted uses

**Terms of use for: JAMA Network**

**Terms of Use**

**Local Terms of Use:**

<table>
<thead>
<tr>
<th>License Term</th>
<th>Permissions</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Users</td>
<td>Faculty, Staff and Onsite Users, Students</td>
<td></td>
</tr>
<tr>
<td>Concurrent Users</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digitally Copy</td>
<td>Permitted</td>
<td>SITE</td>
</tr>
<tr>
<td>Print Copy</td>
<td>Permitted</td>
<td>Systematic downloading or copying is expressly prohibited</td>
</tr>
<tr>
<td>ILL Electronic (email)</td>
<td>Prohibited</td>
<td></td>
</tr>
<tr>
<td>ILL General</td>
<td>Permitted</td>
<td></td>
</tr>
<tr>
<td>ILL Secure Electronic</td>
<td>Permitted</td>
<td></td>
</tr>
<tr>
<td>Course Pack Electronic</td>
<td>Permitted</td>
<td></td>
</tr>
<tr>
<td>Remote Access</td>
<td>Yes</td>
<td>All copies must be deleted within the academic year in which they were used. Under secure network. All but walk-ins.</td>
</tr>
</tbody>
</table>

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[Aviso legal | Ayuda | Mapa web | Contacta con nosotros | Suscripciones | Junta de Andalucía]
Parts of a license and key clauses

Rights and obligations

### Licensee
- Authorized users
- Safe authentication
- Data delivery
- Payment
- Notification of infractions

### Licensor
- Granting of access
- Abuse detection
- Usage statistics
- Perpetual access/post cancellation access
- Withdrawal right

### In General
Parts of a license and key clauses

Rights and obligations

Perpetual access

- Portico: https://www.portico.org/why-portico
- CLOCKSS: https://www.clockss.org/clockss/Home
- LOCKSS: http://library.stanford.edu/projects/lockss
- Physical Form
- Through their platform by means of determined payment
Parts of a license and key clauses

Rights and obligations

Title withdrawal

Publishers should offer a guarantee that the withdrawal of titles won’t be more than 5% and that titles can be swapped.
Parts of a license and key clauses

Price

- Usually indicated in an attachment.
- This section should specify the payment term

Pay attention to:
- Interest rate in case of non-payment
- VAT
- Tax withholdings
Parts of a license and key clauses

Technical aspects

Bear in mind that most licensors state that they do not have any liability under the agreement for accessibility problems with the site or the licensed materials and in any case indemnification will not exceed the amount of the fee paid for the licensed materials during the 12 month period preceding any claim or notice of damages.

They won’t be liable for damages or refunds should the site become unavailable temporarily or access to the site becomes slow or incomplete due to system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make the site inaccessible to licensee and authorized users.

Try to negotiate these terms
Parts of a license and key clauses

Term and Termination

- Clearly specify the term of the license
- Try not to accept automatic renewal
- If yes, consider a price cap with an opt-out clause
- Bear in mind the dates

Reasons for termination

- Breach of any term (remedy failure in 30/60 days)
- Lack of payment from the licensee
- Liquidation, bankruptcy, insolvency of any part

Access is ceased. No perpetual access
Parts of a license and key clauses

Confidentiality

Try to avoid this clause

• Non disclosure of the agreement for both parts
• Some entities are bound by Transparency Laws
• Open Access Statements recommend not to accept this clause
Parts of a license and key clauses

Warranties and Liabilities

- Licensor must guarantee it has the proper rights to grant the license, in case of claim to the licensee, licensor shall indemnify

- Licensed materials are supplied on an “as is” basis

- Licensors do not warrant or guarantee the accuracy, completeness, merchantability, non-infringement or fitness for a particular purpose of the licensed materials or the site

- In the event they have any liability under the agreement, for any content, accessibility or problems with the site or the licensed materials, it will not exceed the amount of the fee paid for the licensed materials during the 12 month period preceding any claim or notice of damages
Parts of a license and key clauses

Data Protection

- It must be stated that Personal Data Protection is compulsory.
- European entities are bound by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- In case of foreign companies, check privacy agreements between countries. Privacy Shield: https://www.privacyshield.gov/list
Parts of a license and key clauses

Others

- Indemnities
- Force Majeure
- Assignments
- Alterations and severability
- Laws and Courts
Parts of a license and key clauses
Others

Open Access

- Inclusion of the scientific production of the entity in the institutional repository. This should be included in licenses. Article processing charges (APC) should be also negotiated at the same time.

Big Data

- Text and content data mining is becoming more and more important. The amount of information is so huge that techniques and programs are being created to do it. This also has to be included, and specified that the results belong to the licensee.
What can we do with all this knowledge?

Systematization
<table>
<thead>
<tr>
<th>TYPE OF LICENCE</th>
<th>Indicate Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic</td>
<td></td>
</tr>
<tr>
<td>Research</td>
<td></td>
</tr>
<tr>
<td>Private</td>
<td></td>
</tr>
<tr>
<td>Consortia</td>
<td></td>
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<tr>
<td>Public Library</td>
<td></td>
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<tr>
<td>Government Organization</td>
<td></td>
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<tr>
<td>Non-Profit Organization</td>
<td></td>
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<tr>
<td>Hospital/Medical Library</td>
<td></td>
</tr>
</tbody>
</table>

Systematization
## Systematization

<table>
<thead>
<tr>
<th>USERS</th>
<th>Indicate Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>The whole staff</td>
<td></td>
</tr>
<tr>
<td>Specific department</td>
<td></td>
</tr>
<tr>
<td>Teachers</td>
<td></td>
</tr>
<tr>
<td>Students</td>
<td></td>
</tr>
<tr>
<td>Former students</td>
<td></td>
</tr>
<tr>
<td>Emeritus Professors</td>
<td></td>
</tr>
<tr>
<td>Administration staff</td>
<td></td>
</tr>
<tr>
<td>Researchers</td>
<td></td>
</tr>
<tr>
<td>Walk-in users</td>
<td></td>
</tr>
</tbody>
</table>
## Systematization

<table>
<thead>
<tr>
<th>Numbers of users to have access</th>
<th>Indicate number</th>
</tr>
</thead>
<tbody>
<tr>
<td>The whole staff (site)</td>
<td></td>
</tr>
<tr>
<td>Specific department</td>
<td></td>
</tr>
<tr>
<td>Simultaneous or concurrent users</td>
<td></td>
</tr>
<tr>
<td>% staff who is going to use the products</td>
<td></td>
</tr>
</tbody>
</table>
## Systematization

<table>
<thead>
<tr>
<th>Access to the resources</th>
<th>Indicate Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>IP</td>
<td></td>
</tr>
<tr>
<td>User and password</td>
<td></td>
</tr>
<tr>
<td>Remote Access</td>
<td></td>
</tr>
<tr>
<td>Federated access</td>
<td></td>
</tr>
<tr>
<td>License</td>
<td>Description</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td><strong>Type of License</strong></td>
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</tr>
<tr>
<td><strong>Authorized users</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Authorized use</strong></td>
<td></td>
</tr>
<tr>
<td><strong>FTE (Full Time Equival) Number of users</strong></td>
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<tr>
<td><strong>Permitted access</strong></td>
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</tr>
<tr>
<td><strong>InterLibrary Loan</strong></td>
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<tr>
<td><strong>Course packs</strong></td>
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<td><strong>Perpetual access</strong></td>
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<tr>
<td><strong>Backfile</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Statistics</strong></td>
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</tr>
<tr>
<td><strong>Automatic renewal</strong></td>
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<td><strong>Rights’ guarantee</strong></td>
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Let’s work in groups
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<th>REMOTE ACCESS</th>
<th>INTERLIBRARY LOAN</th>
<th>COURSE PACKS</th>
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Conclusions

- Detailed and specific knowledge is necessary (Lipinski, 2013)

- Librarians should be in charge of negotiating licenses with the appropriate skills to do it, as they are the ones who:
  - Know the institution
  - Know the end user
  - Know the needed use
  - Know the products

- Do not disregard legal advice and that from the representatives of the organization (Harris, 2009)

- Don’t be frightened to negotiate and establish a win-win relationship
Qualified expert professionals (empowered librarians)

Achievement:

The most advantageous terms at the most advantageous price for their organizations
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Lipinski, TA. (2013). The Librarian's Legal Companion For Licensing Information Resources And Services. Chicago: American Library Association,

Muñoz-González, L., Juan-Quilis, V. (2009). La negociación de las suscripciones en una biblioteca virtual de salud autonómica. La gestión de desconocimiento. XIII Jornadas Nacionales de Información y Documentación en Ciencias de la Salud; Oviedo. Available at [http://hdl.handle.net/10668/1381](http://hdl.handle.net/10668/1381)

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Rutgers University Libraries Staff Resources: Collection Development: Reports. LOCKSS, CLOCKSS, and Portico Potential Digital Archive Solutions for Rutgers. Available at http://www.libraries.rutgers.edu/rul/staff/collection_dev/reports/lockss-clockss-portico.shtml


THANK YOU!

laura.munoz.gonzalez@juntadeandalucia.es
veronica.juan@juntadeandalucia.es

Available at:
http://hdl.handle.net/10668/2903