

FinELib-Consortium Licensing Principles for Electronic Resources

These principles have been accepted by the FinELib steering group on October 12th 2010.

The principles marked with *italics* are absolute requirements which must be met in order for a license agreement to be signed.

USERS

Authorized users of the licensee (faculty, other staff, affiliated researchers and students at universities, polytechnics/universities of applied sciences and research institutions/special libraries) must be permitted to access the licensed material both on the licensee's premises and remotely.

It is also important for patrons of public libraries to be permitted remote access to material licensed by the library.

Walk-in-use of the licensed material must be permitted on the library premises of the licensee. It is important to permit walk-in-use in all publicly accessible premises of the licensee (not just the library).

Walk-in-use must be permitted also via wireless networks (on the library premises or all publicly accessible premises depending on the agreement).

PERMITTED USES

Authorized and walk-in-users must be permitted to print and electronically save reasonable amounts (such as single articles, single chapters of an e-book) of the licensed material. Moderate technical restrictions on printing and electronic saving may be acceptable.

As e-readers and other similar devices are becoming more prevalent it is important to permit downloading and electronic saving of full text material on such devices.

Reading impaired authorized and walk-in-users must be permitted to use Braille displays, voice synthesizers and other devices to enable use of the licensed material.

Librarians must be permitted to print out reasonable amounts of the licensed material at the request of individual authorized and walk-in-users. It is important that they are also permitted to distribute the licensed material in electronic format (especially as documents).

It is important that faculty members and other authorized users are permitted to distribute reasonable amounts of the licensed material to other authorized Users in both print and electronic formats (especially as documents).

When the licensor is the copyright holder of the licensed material the authorized users must be permitted to use single articles for scientific communication through email. It is important that scientific communication be permitted also when the licensor is an intermediary.

Authorized users who are faculty members must be permitted to publicly display and publicly perform the licensed material in a teaching situation.

Authorized users must be permitted to use the licensed material in compilation of course packs in electronic format either by creating links to the licensed material on the licensor's server or by depositing electronic copies of documents in an electronic course environment.

It is important that authorized users are permitted to use the full text licensed material for text/data mining purposes. Text/data mining is a machine process by which information may be derived by identifying patterns and trends within natural language through for example text categorization, statistical pattern recognition etc.

It is important that an authorized user who has authored a journal article that is part of the licensed material is permitted to deposit a copy of the article in an institutional repository.

Journal articles that are part of the licensed material must be permitted to be used for inter library loans for non-commercial libraries. ILL must be permitted in some electronic format preferably email.

LICENSOR'S OBLIGATIONS

The licensor must offer a refund for prolonged interruptions in the online service due to failure on the licensor's side.

The licensor must offer a refund if material is withdrawn from the online service during the agreement term. The amount of material that will trigger the refund is defined individually in each license agreement.

The licensor must warrant that it has the right to license the material under the terms stated in the license agreement and that use of the material in accordance with those terms does not infringe upon any intellectual property rights. The licensor must indemnify and hold the licensees harmless against claims that said use of the licensed material infringes upon such rights. No limitations to this liability are accepted.

The licensor must provide monthly usage statistics per licensee regarding use of the licensed material. The statistics must be delivered at least four times a year. It is important that the statistics are COUNTER compliant.

It is important that the licensor make available the metadata of full text material to facilitate its searchability.

LICENSEE'S RIGHTS AND OBLIGATIONS

The licensee's responsibility for end users' (authorized and walk-in-users) actions must be limited. The licensee must use reasonable endeavors to ensure that only authorized and walk-in-users are permitted access to the licensed materials and to notify authorized and walk-in-users of the user terms and conditions of the license agreement. Immediately upon becoming aware of any unauthorized use or other breach, the licensee must inform the licensor and take all reasonable and appropriate steps to ensure that such activity ceases and to prevent any recurrence. The licensee must not have an obligation to monitor compliance of authorized and walk-in-users. The licensee must not be held liable for breach of the terms of the license agreement by any authorized or walk-in-user provided that the licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

In a case of merger the new organization must have the freedom to choose whether it will license the material its predecessor had for the price quoted for the new organization by the licensor. If the new organization does not license the material it must not affect the prices of the remaining licensees.

OTHER PRINCIPLES

When a consortium member wishes to subscribe to an e-resource under negotiation by the FinELib-consortium service unit it gives the service unit a power of attorney to sign the license agreement and bind it to the agreement. The member becomes a party to the agreement. All licensees must have liability only for their own actions and defaults.

The consortium negotiates e-only agreements. Cancelling of print subscriptions must be permitted. If the licensor offers a deep discount for print subscriptions the information will be included in the license agreement but all such subscriptions will be dealt with directly between licensees and licensor or other service providers and not by the FinELib-consortium service unit.

Since working with a consortium brings savings to the licensor it must offer a consortium discount.

The consortium does not accept pricing based on the number of sites of a single organization. One consortium member must be considered one site.

The material is licensed to the whole organization.

A minimum of four consortium members must be willing to subscribe to the material in order for a license agreement to be signed.

The licensor must be willing to license the material to any interested members of the consortium.

Single titles (e-journals/e-books) are not licensed by the consortium - only packages of e-journals /e-books (with the exception of Science, Nature and some reference works).

Access and use of the licensed materials requires user authentication. The authentication method currently used by the consortium members is ip-address authentication.

The internal cost division model of the consortium is used to divide the total price of the licensed journal package among the licensees.