

Risk and Transformation in eResource Licensing

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LIBLICENSE: Licensing Digital Content



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Warranties; Indemnities; Limitations on Warranties

Warranties; Indemnities; Limitations on Warranties Warranties A warranty is a promise. Perhaps the single most important promise the licensee should expect from the licensor is a guarantee that the licensor has the necessary rights and permissions to license the digital ... [Continue reading →](#)

Bibliography

Bibliography Last updated January 2016 Articles, Chapters, Papers, and Reports | Books | Checklists | Principles Articles, Chapters, Papers, and Reports Alford, Duncan E. (2002). Negotiating and analyzing electronic license agreements. Law Library Journal, 94(4), 621-644. The author analyzes license agreements for electronic resources and suggests certain ... [Continue reading →](#)

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Business Risk

“The possibility that a firm may not be able to meet ongoing operating expenditures. It is the fundamental inalienable risk of a business or line of business which is not diversifiable. Sometimes called *operating risk* or *specific risk*.”

-- Oxford Handbook of International Financial Terms, 2005

Selection From Basel Committee on Banking Supervision:

1. Internal/External Fraud
2. Clients, Products, and Business Practice – market manipulation, antitrust, product defects, account churning
3. Business Disruption/Systems Failures – utility disruptions, software/hardware failures
4. Execution, Delivery, and Process Management – data entry errors, accounting errors, negligent loss of client assets

-- “Operational Risk,” Wikipedia

Library Operational Risk

“The possibility that a firm may not be able to meet ongoing operating expenditures. It is the fundamental inalienable risk of a business or line of business which is not diversifiable.”

-- Oxford Handbook of International Financial Terms, 2005

Selection From [VCU Libraries Values](#) and Strategic Framework

- protect unrestricted access to scholarly research
- cultivate transparency
- safeguard privacy
- champion equitable discovery of and access to all library resources
- control costs and leverage funds to finance emerging opportunities

“...important clauses like perpetual access, archiving, self-archiving, electronic reserves, copy of individual articles and share the same for non-commercial use by authorised users were unavailable in contracts.

Furthermore, most of the obligations of the publishers that are identified as core issues in Liblicense or Jon Cox Associate models were also absent in commercial publishers’ license.”

Your library's operational risk is valid, should be controlled for, and has monetary value.

Transformative Agreements

A portion of payment goes toward the publication of new content from Licensee's authors

Authors' retain rights and license CC-BY

Institutional repository deposit rights

For the "read" portion library operational risks persist

Reputational Risk

Originally, a secondary risk from negative outcomes in operational risk. Now, a defined and monitored risk through surveillance and self-regulation. Reputation is measured in ranked lists.

100 Best Places to Work for Parents

Top 100 Public Universities in Pharmaceutical Engineering

ARL, ACRL, AAHSL statistics

Open Access

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– NorthEast Research Libraries (NERL) model license term, from COAR Open Access Clauses in Publishers' Licenses, October 24, 2013,
<https://www.coar-repositories.org/files/OA-Clauses-in-Publishers-Licenses.pdf>

Accessibility

Licensor shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.0 AA (<http://www.w3.org/WAI/guid-tech.html>). Licensor shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Licensor shall provide to Licensee a current, accurate completed Voluntary Product Accessibility Template (VPAT) to demonstrate compliance with accessibility standards (<https://www.itic.org/policy/accessibility>). If the product does not comply, the Licensor shall adapt the Licensed Materials in a timely manner and at no cost to the Licensee in order to comply with applicable law. Nothing in this Agreement shall limit the Licensee or any end user from making lawful, noninfringing uses to facilitate access to the Licensed Materials by users who have disabilities. For the avoidance of doubt, the Licensor authorizes such uses.

Big Ten Academic Alliance. "Library E-Resource Accessibility - Standardized License Language,"
<https://www.btaa.org/library/accessibility/library-e-resource-accessibilit>

User Privacy

“Libraries should follow purpose-limitation, storage-limitation, and data-minimization principles...”

Libraries ... should negotiate agreements with vendors that retain library ownership of user data and permit independent auditing of vendor data collection, retention, and access policies and practices. Such agreements should stipulate that user data is confidential and that it may not be used or shared except with the permission of the library. Any vendor that handles user information as part of a library’s service should have a publicly available privacy policy that commits to compliance with the *NISO Consensus Principles*.”

– “Privacy: An Interpretation of the Library Bill of Rights,”
American Library Association,
<http://www.ala.org/advocacy/intfreedom/librarybill/interpretations/privacy>

Diversity and Inclusion

Licensee and its authorized users shall not alter, duplicate, decompile, reverse engineer, translate or create any derivative work of the Service.

Additional Sources

American Association of Law Libraries. (2018). Principles & Practices for Licensing Electronic Resources. Retrieved from <https://www.aallnet.org/advocacy/vendor-relations/criv-tools/principles-practices-for-licensing-electronic-resources/>.

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Questions?

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