Risk and Transformation in eResource Licensing

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Potomac Technical Processing Librarians 95th Annual Meeting
Friday, October 18, 2019
Marymount University
Search Results for: risk

Warranties; Indemnities; Limitations on Warranties

Warranties, Indemnities, Limitations on 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 content. 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 →
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

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 contacts.

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.
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
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“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.”

Diversity and Inclusion

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


International Federation of Library Associations and Institutions Copyright and other Legal Matters (CLM) Advisory Committee. (2019, May 7). How licenses give access, but can also take it away. Retrieved from https://www.ifla.org/node/11582.


Questions?

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