

LICENSING POLICY OF E-RESOURCE IN LIBRARY

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Abstract: - *This paper discusses various issues related to licensing of e-resource in Library with respect to current digital era. This paper attempts to provide guidance in addressing issues to licensing of e-resources. This paper covers licensing of e-resources and acquisition subscription policy of e-resources and its status of library. And also cover agreement, access point, and authentication of the same. We have given brief details of e-resources subscription packages of the model. The purpose of this paper is to evaluate the license agreement of e-resources. To highlights some issues relating to licensing agreement between publisher and librarian are briefly discussed.*

Keywords: Acquisition, Agreement Authorized users, licensing of e-resource, Institutional, Statically & Web browser

1. Introduction

Library develops their own e-resources acquisition policies which they follow for acquisition of e-resources. The main object of evolving this policy is to provide easy access to all the e-resources, provide Authentic Information to users and availability to anywhere. E-resources are acquired by libraries by various ways available, viz. through publishers, information /service providers, vendors, etc. in India, individual or associates of institutes, and institutional access to e-resources.

Licenses are major part for libraries all electronic resource acquisition. The library is responsible for license agreement.

Library provide online search which is very useful feature especially for research purpose. Electronic information resources offer big benefits. Library provides users faster, more convenient, 24- hour desktop access from institute campus. These resources also offer benefits to libraries -They don't take up valuable space on library shelves, they can't be stolen or destroyed, and depending on the licence agreements, they

allow more than one user to access information at the same time. Library use multi user access license for e-resources. They also undertake that it will use or allow its users to use licensed materials in accordance with the term and conditions. Librarian should watch out for agreements clause, term and conditions.

2. Definition

2.1 E-resource:-

Electronic resources mean materials that require electronic devices for access of data i.e. through microcomputer, mainframe or other type of computers or devices. The data (e-resources) may be stored at a remote server in electronic form and could be accessed electronically using internet.

2.2 What is licensing?

- “We needed to get some licensing agreements done, so we could use what we wanted to use and do what we wanted to do.”
- “Licensing - controlling the use of a resource by negotiating a formal written contract between a library and a vendor for the lease of one or more proprietary (copyrighted) bibliographic resources, usually for a fixed period of time and usually in exchange for payment of an annual subscription fee or per-search charge.

2.3 License Agreement:-

License agreement means the license agreement between publisher and licensee for the specific online products acquired by licensee, including, but not limited to these terms and conditions and any all attachments.

3. LIBRARY E-RESOURCES

<i>Full Text E-Resources</i>	
ABI/ INFOR M COMPL ETE	http://www.il.proquest.com/pqdauto
ACM Digital Library	http://portal.acm.org/portal.cfm ACM Digital Library , No. of Titles: 44, Accessible to: IITs. IISc, NITs, IIMs, NITIE, IITA and IIITM
ASCE Journals	http://scitation.aip.org/publications/myBrowsePub.jsp ASCE Journals , No. of Titles: 30, Accessible to: IITs, IISc, NITs, ISM, SLIET, NERIST, AICTE Supported Institutions and Self Supported (88)
ASME Journals (+ A M R)	http://scitation.aip.org/publications/myBrowsePub.jsp ASME (+AMR) Journals , No. of Titles: 22, Accessible to: IITs, IISc, NITs SLIET, ISM, NERIST, AICTE Supported Institutions (36) and Self Supported (192)

ASTM Standard s and Journals	Standards: http://enterprise.astm.org Journals : http://journalsip.astm.org ASTM Journals , No. of Titles: 6, Accessible to: Selected IITs, NITs and Others
Capitalin e	http://www.capitaline.com/intranet/INDEST_consortium.htm
Digital Engineer ing Library	http://www.digitalengineeringlibrary.com
EBSCO Database s	http://search.epnet.com/
Elsevier' s Science Direct	http://www.sciencedirect.com/ Elsevier's Science Direct Option I , No. of Titles: 304, Accessible to: NITs and Self Supported Elsevier's Science Direct: Computer Science & Engineering and Technology , No. of Titles: 200, Accessible to: NITs
Emerald Full-text	http://iris.emeraldinsight.com/
IEEE / IEE Electronic Library Online (IEL)	http://ieeexplore.ieee.org/
INSIGH T	http://www.insight.asiancerc.com/
Nature	http://www.nature.com/

Pro Quest Science (formerly ASTP)	http://www.il.proquest.com/pqdauto ProQuest Science (ASTP) , No. of Titles: 622, Accessible to: IITs, IISc, NITs, IIITs, and IIITM
Springer Link	http://www.springerlink.com/ Springer's Link , No. of Titles: 287, Accessible to: NITs, ISM, SLIET, NERIST and IIITs

Table No. 01 Library E-resources

<i>Bibliographic Database</i>	
COMPE NDEX on EI Village	http://www.engineeringvillage2.org
INSPEC on EI Village	http://www.engineeringvillage2.org
J-Gate Custom Content for Consortia (JCCC)	http://jccc-indent.informindia.co.in/
MathSciN et	http://www.ams.org/mathscinet
SciFinder Scholar	http://www.cas.org/SCIFINDER/SC HOLAR/index.html
Web of Science	http://isiknowledge.com

Table No. 02 Bibliographical Database

Library purchase / subscription electronic version of books and journals through following publishers with their package

E-RESOURCES SUBSCRIPTION PACKAGE MODELS										
	Science Direct	Springer	ASME	Taylor & Francis	McGraw Hill	I-EEE Xplore	IEL ONLINE	ASCE	ACM	Web of Sci
No. of Concurrent users	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
E-resources Selection	√	√	√	√	√	√	√	√	√	√
Cost of e-resources	√	√	√	√	√	√	√	√	√	√
Access Option	√	√	√	√	√	√	√	√	√	√
Negotiable	√	√	√	√	√	√	√	√	√	√
Formats	.pdf/xml/html/SGME	.pdf/xml/html/SGME	.pdf/xml/html/SGME	.pdf/xml/html/SGME	.pdf/xml/html/SGME	.pdf/xml/html/SGME	.pdf/xml/html/SGME	.pdf/xml/html/SGME	.pdf/xml/html/SGME	.pdf/xml/html/SGME

Online	√	√	√	√	√	√	√	√	√	√
Downloadable	√	√	√	√	√	√	√	√	√	√

Table No. 03 E-resource Subscription Package in Library

When selecting e-resources librarians have three options:-

- Librarian can purchase directly from the publisher
- Librarian can purchase through third party
- Librarian can purchase E-resources through vendor

4.1. Library can provide access to and use of this content

These issues include:-

- Using e-resources in different formats online, downloadable pdf/xml/html/SGML formats
- Archiving policy and perpetual access
- Method of access:- Library can provide access to
 - 1- Access to the product is on a perpetual basis.
 - 2- A revised edition of the title will have to be purchased extra, whenever it becomes available.
 - 3- IP based 24*7
 - 4- The institute should take all reasonable measures to ensure that the copyright and Intellectual property of the publisher is protected as per the existing laws.

- Remote access:- Library as permitted user of the service who are permitted to access the secure network from places other than the library facility.
- Authorized Users :- Authorized users means all faculty members, including temporary or exchange faculty members for the duration of the assignment, researchers, contractors and all students and staff members of licensee and participating libraries
- Linking service:- Library provide e-resources links on their institute’s website
- Web browser accessibility: - E-resources should accessible via use of a standard web browser (e.g., Netscape, Mozilla, Opera, MS Internet Explorer,) and with capabilities for standard document formats such as HTML or PDF.

5. Licensing and permitted Uses

5.1 Single Users :- Single user license typically grants a single person the right to use e-resources

5.2 Multi Users: - A license that allows more than one person to use the e-resources.

5.3 Unlimited Users:- An unlimited license agreement is a time based contract for unlimited use for e-resources

5.4 Vendor / Publisher Support:- Vendor should be provide following to library

- i) Training :- Publisher should be organizing training programme for how handled e-resources
- ii) Trial base use :- Publisher should permitted use to e-resources trial bases
- iii) Statically report :- Publisher will make usage data reports on the Subscriber's usage activity accessible online on a monthly basis to the librarians/ administration employed by the Subscriber for internal use only.

5.5 Technical Support:-

- iv) Availability of remote access
- v) Authentication IP
- vi) Login & Password
- vii) Hardware & Software
- viii) Remote hosting, Local hosting

5.6 Duplication :- Publisher avoid duplication of titles

6. Evaluate the e-Resources

While purchasing of e-resources library is evaluate following points have to be discussed

6.1 Trial before use: - A librarian evaluates to try out e-resource before purchase / subscribe or not, so trail for certain time is requested.

6.2 Performance :- Librarian should be asked performance guarantee of publishers before purchasing/ subscription

6.3 Product review by expert :- Librarian should take review by expert which institutions are use e-resource.

6.4 Cost: - Price increase always present challenges in licensing. Librarian should discuss with vendor about cost

6.5 Negotiation :- Librarian should negotiate with the publishers/ vendors about price discount when the library start to subscription or purchased of e-resource

6.6 Reimbursement:- E-resources is not available due to network problems on the publisher side in that case library will be able to receive refund for resource down time.

6.7 Coverage: - Depth, uniqueness, subject coverage, time period covered of e-resources.

6.8 Scope :-To access the publisher's server to store licensed materials , To permit users of the institutions print and download for study purpose

6.9 Time lag :- Delay, postponement , wait hold a period of time between one event and another

6.10 Access facility: - Library should evaluate to publisher for access facility who will available twenty-four hours a day and seven days a week to all the faculty and students of the institute.

6.11 Protection of Increase of price:- Price increase always present challenges in licensing. Librarian should discuss with the

publisher before purchasing / subscriber e-resources.

6.12 ISO:- Librarian should be evaluate standard of publisher before purchase, Publisher will be following or not following standard of ISO

6.13 Discount: - Librarian evaluate to publisher for discount which publisher will give more discount to institute.

6.14 Enquiry of publisher through other institutions

7. Technology Modification:-

If due to technology up gradations, publisher decides to move the subscribed content from the current platform to an upgraded platform, the subscriber shall agree to access the content through the changed platform, as advised by publisher. If due to technology modifications, Publisher is unable to support the browser based content viewing, publisher will transfer the electronic files to the institute and the institute will host them on their servers in a secure and copyright compliant manner.

8. Licensing agreements

Licensing aspects are important before acquiring e-resources. These are certain aspects to be considered in this area

8.1 Authorized Users/ Sites:- Authorized Users are all faculty members, including temporary or exchange faculty members for the duration of their assignment, researchers, and independent contractors and all staff

members of licensee and participating libraries, and members.

8.2 Authorized Uses:-

- access, search, browse and view the Subscribed Products;
- incorporate links to the Subscribed Products on the Subscriber's internet and internet websites, provided that the appearance of such links and/or statements accompanying such links shall be changed as reasonably requested by publisher

8.3 Authorized Access:- Access to the Subscribed Products shall be authenticated by the use of Internet Protocol ("IP") address(es) indicated by the Subscriber in Schedule 2

8.4 IP Authenticated: - Access to E-resource shall be provides through IP address of the respective institute.

8.5 Access :- Access shall be provide across the entire campus, Access will be activated in institutional IP

8.6 Archival: - A license agreement should address the issues related to long term storage and access of the licensed e-resource.

8.7 Inter library loan :- Inter library loan is considered to be a means of borrowing a needed publication which is not available in the library's own stock

- 8.8 Dispute Resolution:-** A license agreement should allow for the use of alternative dispute resolution to resolve any conflicts that may arise in relationship to the agreement
- 8.9 Legal issues :-** Aspects like terms of payment , grace period governing laws, resource provide, authority to provide access etc are considered
- 8.10 Linking: -** The publisher should provide stable links to the e-resource, publisher should give direct link to a specific e-resource.
- 8.11 Cancellation:-**
- 8.11.1.1** Usage of e-resource will be monitored and database with low usage may be cancelled.
 - 8.11.1.2** Price increase and changes of supplier or content may result in cancellation
- 8.12** Download records for in-house databases
- 8.13** Protect user confidentiality and privacy
- 8.14** Allow institutional wide access and remote user access
- 8.15** Allow printing downloading storing emailing and caching
- 8.16** Have satisfactory conditions of renewable /cancellation

- 8.17** Provide seamless authentication IP recognition is preferred

9. Intellectual Property Ownership

Subscriber will not, and will not attempt to register any trademarks, company names, domain names, trade names, product names or other similar names (“Marks”) that are owned or used by publisher. The Subscriber acknowledges and agrees that repeated violations by it or the Authorised users of the copyright or other intellectual property right of publisher or any third party will give publisher, the right to terminate this Agreement without cause.

10. Protection from Unauthorized Access and Use

- 10.1 ensure that access to and use of the Subscribed Products is limited to Authorized Users and that all Authorized Users are notified of and comply with the usage restrictions set forth in this agreement;
- 10.2 ensure that any password or credentials used to access the Subscribed Products are issued only to Authorized Users and that neither the Subscriber nor its Authorized Users divulge any password or credentials to any third party ; and
- 10.3 immediately upon becoming aware of any unauthorized use of the Subscribed Products, inform publisher and take appropriate steps to ensure that such

activity ceases and to prevent any recurrence.

11. PROHIBITED USES

Under licenses for electronic resources, users generally may not:

- Permit anyone other than authorized users to use the licensed materials
- Store entire e-resource
- Remove, alter, or obscure any copyright notices or text from any e-journals article
- Make print copies of the article to pass on to unauthorised users
- Use the e-resource for commercial purpose
- Make multiple printed or electronic copies of e-journals articles
- modify or create a derivative work of the licensed materials without the permission of the licensor remove, obscure or modify any copyright or other notices included in the licensed materials
- use the licensed materials for commercial purposes, including but not limited to the sale of the licensed materials
- reproduce or redistribute licensed materials in bulk or in a systematic way
- post content or items from the licensed materials to social networking sites

12. Conclusion:-

- *Licenses are a major concern for libraries all electronic resources.*
- *E-resource licensing models are much challenged, librarian required more*

attention to details of publisher/vendor license agreements.

- *Librarian evaluates all the aspects before purchasing / subscription*
- *The license agreement clearly states terms and conditions for termination and renewal.*
- *Library undertakes that will use or allow it's users to use licensed version e-resource with terms and conditions.*
- *License agreement is based on a contractual agreement between the Institute and publisher*

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- <http://www.lib.lsu.edu/services/copyright/terms>
- <http://www.investorwords.com/2799/licensing.html>
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