

Licensing Skills for Librarians. Session 4: Licence negotiation

In the absence of a model licence, we have to work with suppliers' own licences or terms and conditions, but there could still be some leeway for negotiation. This exercise concentrates on the addition or substitution of a few key definitions and clauses (listed below). Think about how these suppliers' licences could accommodate them: where they would go, whether they would need rephrasing to fit the licence, and what else (if anything) in the licence would have to change as a result of their insertion.

The e-books supplier licence is more straightforward as it is geared towards an academic institution, whereas the finance database is aimed at corporate customers.

Think about some of the arguments you could use to back up your proposed amendments.

Definition of Authorised User

"Authorised User" means a current student registered with the Institution (including undergraduates and postgraduates); an alumnus of the Institution; a contractor of the Institution; a member of staff of the Institution (whether permanent or temporary, including retired members of staff and any teacher who teaches students registered with the Institution); or a Walk-In User.

Supply of usage statistics

The Supplier will provide the Institution with fully COUNTER-compliant usage statistics every three months.

Annual opt-out

The Institution may terminate this Licence at any time without cause on the anniversary of the Effective Date by giving the Supplier sixty days' notice prior to the anniversary date.

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The Institution and Authorised Users shall be permitted to download and make copies of the whole or any parts of the Licensed Material for the purposes of computational analysis, including for text mining and/or data mining, for the purpose of research for a non-commercial purpose and other educational purposes

No liability for AUs

Nothing in this Licence shall make the Institution liable for breach of the terms of this Licence by any Authorised User provided that the Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.