

# **UKSG Licensing skill for Librarians online seminar – day 1 7<sup>th</sup> February 2024**

0:05

OK, I hope everyone can see that slide.

0:07

I hope everybody can see me and hear me clearly.

0:11

If not, do please let us know through the chat.

0:16

As Vicky said, my name is Ben Taplin.

0:18

I'm the licensing specialist for JISC, which is the UK Consortium of Higher Education Institutions, Research Institutions and Further Education Colleges, and I shall be leading this webinar today, which is an introductory session on licensing skills for librarians.

0:48

Before we start, I would like to take a minute to say a few things about UKSG, which is the organization that is delivering this webinar today.

1:04

So the role of UKSG is to connect the scholarly communications community and foster mutual understanding between all members of the scholarly and professional information supply chain.

1:16

It exists to disseminate news and information and publications and research to enhance knowledge of the scholarly information sector, and as part of that it offers seminars, webinars and other events which support professional development.

1:37

There are a number of activities that UKSG is engaged in.

1:44

As I mentioned, the dissemination of news, ideas and information through its Journal Insights and through its free member e-mail, UKSGE News.

1:56

And it also supports lists E Resources, which is a widely used e-mail discussion list to support knowledge and professional skills.

2:06

It runs an annual conference in March or April of each year.

2:11

I'll tell you a bit more about that in a second, and a smaller conference in November.

2:19

Throughout the year there are other forums, seminars and webinars of which this is 1 forthcoming events.

2:28

There's that annual conference and exhibition that I just mentioned, which this year is taking place from the 8th to the 10th of April and will be held in Glasgow.

2:40

That is always a very good event, and it's an event I would encourage anyone to attend who wants to gain a greater understanding of how information is used in libraries and in universities and research organisations.

2:59

There are a number of other smaller events coming up throughout the year.

3:05

An online event on usage statistics for decision making in May, Seminar on Publication to Press in June and Introduction to E Resources Online Seminar in July, and another online event entitled Practical Routes to OA Monographs in August.

3:29

A bit of information about where you can find UKSG online.

3:33

There's their website, their Twitter name, the hashtag for this seminar, and their Facebook, LinkedIn and SlideShare details there.

3:47

So I would encourage you or your organization to join UKSG and support the work they do.

3:53

It has low cost membership fees for libraries which go to support the work, and for that you get free webinars, discounted seminars and conference fees, the free newsletter and journal, and access to the discussion list, but also membership fees.

4:12

Go to support free places at events for those that can't normally attend and supporting the journal by paying all of the APCs, making it available for all to submit, and generally investing in products that benefit the whole community.

4:29

A new thing that UKSG is doing is its podcast, which is run by its Outreach and Engagement Committee.

4:43

And in each episode you'll hear informal conversations with someone inspiring from the knowledge community, talking about their career journey and what has motivated them on the way.

4:56

So you can see that some details on YouTube about the podcast, some forthcoming awards that UKSG has coming up, awards, anniversaries, opportunities to attend the conference and either through free place both to the conference in Glasgow and also the equivalent conference in North America run by Nasig and sponsored places for students and other individuals.

5:43

And you can get more information on those by following the link at the bottom of the page there.

5:51

OK.

5:53

So on with the webinar, This is me, Ben Chaplin and I'm the licensing portfolio specialist at JISC, where which as I mentioned is the UK Consortium of Higher Education Research and Further Education Institutions.

6:17

And my role is to negotiate the licensing terms under which the agreements that we offer to our members operate.

6:31

And the theme of this webinar is licensing skills for librarians.

6:37

So it's mainly aimed at people working in higher education or research libraries who have no legal background or training, but who are faced with the responsibility of managing and signing licences on behalf of their organization and also communicating the terms and conditions of those licences to their users.

7:00

Now, I'm not a lawyer.

7:01

I got into this area through working with licences in a university library and then at Jisc.

7:09

So my knowledge is very much a practical one and nothing that I say today constitutes legal advice.

7:20

Because as I said, I'm not a lawyer and I'm not here as a legal expert who can tell you exactly what to do.

7:27

But what I hope you will get an idea of from today is what to look for in a licence, how to navigate your way around a license which can be quite a dense document, and also to what extent you could feasibly hope to change a license presented to you by a supplier.

7:54

We'll also talk about certain elements that you can't be expected to know about if you're not a lawyer, which I think is important.

8:05

So here's the agenda of what's happening today.

8:11

I'm hoping that it's going to be quite interactive and that there will be plenty of opportunities for you to ask questions and use the chat box.

8:21

There will be a mixture of presentations and exercises where you go away and work through questions and think about things on your own, and then we come back and discuss things together.

8:31

So I hope you've come prepared to do a bit of work rather than just sitting back and listening to me talk, because I think that way we'll all learn a bit more the agendas here.

8:43

This is what we'll be covering today.

8:45

There's a break for an hour at lunch, so there's just a short hour before lunch and a short hour after lunch.

8:50

But during the lunch break you'll have some work to look over to.

8:55

Prepare for the afternoon session.

8:57

Today.

8:59

The general rule about questions is if I put a question out to all of you and then please use the chat box to respond and we'll all see it.

9:08

If you have a particular question for me about anything I've been talking about, please send it to my colleague Greg Intz, who is also in the seminar, and he'll review it and we'll address it at the end of the session.

9:24

So in that way, I don't get distracted by questions while I'm speaking.

9:28

There'll also be some sections where I'll be inviting you to speak, so then you'll be able to unmute yourself and contribute if you wish to.

9:39

OK, so I'm going to get started and just to get going I'd like your answers to a few questions just to make sure we're all on the same page.

10:00

So firstly, what is a licence?

10:07

See if you can define a licence in a short sentence, Just write it in the chat box there.

10:23

What do you think?

10:24

What do you think a licence is?

10:28

Just to make sure we're all on the same page, OK, we've got some answers coming in already.

10:41

An agreement between two parties, a legal document, an agreement between a license or in a licensee, people talking about terms and conditions, terms and conditions about a resource and its usage, What is expected from each other.

11:00

OK, these are all these are all very good responses.

11:10

I'll tell you what, I've got some thoughts that I had about this.

11:17

A licence is a right to use something.

11:23

It could be a right to own something, or it could just be a right to use something that, for instance, you're not the owner of.

11:32

For instance, a hire car, and it grants the user certain permissions and restrictions on how that thing can be used.

11:45

Just because it is physically possible to use something in a certain way, it doesn't mean that you're allowed to do it.

11:53

For instance, that hire car, you could, once it's in your possession, sublet it to a friend of yours.

12:05

But just because you can and you're physically able to do that, it doesn't mean that you're allowed to.

12:11

And one thing we should be thinking about is that a license works within the existing wider law, but should be more specific, a more specific application that complements it, but shouldn't be more restrictive.

12:30

OK, another question.

12:34

Why do we require a license for digital content?

12:40

We don't require a license for the printed books and journals that might be in our libraries.

12:47

So when that content is online or is digital, why do we need a license for it?

12:54

Can anyone think of a response to that?

12:59

Again in the chat box?

13:18

OK, I'm getting some good responses there.

13:23

It's easier to distribute when it's online.

13:27

Laws for digital stuff are out of date.

13:31

Yeah, easier to copy and distribute.

13:34

All good answers, and I have most of them down on my slide as well.

13:48

Digital content tends to be leased rather than owned.

13:54

Unlike the books and the print journals that we might have in our libraries, we tend to be paying for access to the content rather than the content itself.

14:07

So that's one reason why a license is needed.

14:11

And as many of you mentioned there, the very nature of digital content makes it easier to be copied and transmitted to other people, so that makes the licence very important.

14:30

There are gaps in the copyright law.

14:36

Often digital technology moves so fast and there are things you can do with content that the law hasn't if you come to a decision on yet.

14:53

A good example of that at the moment would be AI.

14:56

Can you use digital content that is copyrighted in an AI system to generate new outputs or to train the system in some way?

15:15

Now, physically you can very easily, as I'm sure you all know.

15:22

But whether you can legally, whether you're allowed to is another matter, And copyright laws have not yet been adjusted for this, and there are lawsuits going on at the moment.

15:37

In the meantime, we see that publishers and suppliers are not waiting for a decision there and they,

some of them are trying to put clauses into their licences to prevent people doing it with their content.

15:51

So that's another reason why it's important to have a licence and to look at what the licence contains.

16:04

My last point there is that that access that we're paying for is for is to be able to use the content in a particular way.

16:16

Generally speaking, and I'm speaking about educational institutions here, we're not just paying to look at the content and read it, we are paying for the right to use it in research and teaching and education.

16:36

So there are certain rights that the licence needs to grant us to be able to get the most out of the content that we're paying a lot of money for.

16:52

OK, what problems do licenses cause us?

16:56

What headaches?

16:57

A few that I've come up with here, from my experience of looking at publishers licenses, is that some of them are just too vague.

17:11

Some of them aren't really licenses at all.

17:14

They can just be a few terms and conditions.

17:19

They're not geared towards a specific product.

17:24

They're just a template that the publisher uses for all its resources.

17:30

They might not be an academic license, they might be more geared towards corporate customers.

17:35

So they won't take into account that educational usage that we want to that we want to do that I was just talking about.



17:45

Some of them, on the other hand, can be too specific in that they will put restrictions on the amount or the quantity of copies or the amount of text that can be used, for instance.

18:01

And these things might just be unrealistic, unfeasible for us as the person responsible to enforce and monitor across our users.

18:20

Another problem is that there are just too many of them and they vary too much.

18:27

We could be dealing with hundreds or thousands of different licenses from different publishers and be expected to again make our users aware of the various different terms and conditions that each of them includes.

18:52

So what we're looking for really in a in a good licence is something that sets out very clearly what we can and can't do with the content, how it can be used and how it can't be used.

19:14

Those permissions and restrictions, we need them to be set out very clearly.

19:21

We also need to know what our obligations or responsibilities are under the terms of the license, and also the obligations and responsibilities of the other party, which is the publisher or the supplier or the aggregator or the license or whatever we call them, the person who's delivering the content to us.

19:44

We also need to know what happens if one of those obligations or responsibilities aren't being met and there's a problem, and what the course of action is if any of those things go wrong.

20:05

And that's what we will be talking about in my next session.

20:14

I just need to change my slides in a second.

20:57

OK, You're seeing those slides now.

20:59

Session 210 things to look for in the last.

21:04

Thanks, Vicky.

21:07

OK, so I was just talking about some of the problems that licenses can cause us, their variety, their vagaries, their inconsistencies.

21:20

But what I want to focus on now are the areas where we should be seeking clarity and the important bits we need to know about when we accept terms and conditions.

21:36

And I've come up with a list of 1010 things that I think an ideal licence should include.

21:44

Some of them are things that your organisations might have policies on and so any licence you accept needs to be clear here.

21:54

There might be certain things that you need to be recorded in the event of an audit.

22:01

For example, this is something that our finance team here at GISP requires.

22:07

If we're committing money to a service, then the auditors might ask to be shown the legal document that covers the agreement that that money is connected to.

22:19

And if you don't have a policy in some of these areas, maybe after today you might think of adopting 1.

22:26

Now at GISC, as a consortium and as a service to our members, we use a model licence that includes all of these 10 things and we ask the suppliers that we deal with to accept this.

22:42

But in the absence of such a template, you need to be able to navigate your way around a licence to find these things and think about what to do if they're not there now, they might not be in the main body of the license.

22:56

As I've said, a lot of publishers and suppliers use quite a generic template for their terms and conditions, but they should be recorded in schedules or annexes in or order forms that accompany the license, and they should be somewhere in writing for that audit trail that I mentioned.

23:22

So let's start on the 10 things.

23:27

Now the first thing to be clear on is what you're getting, by which I mean the content or the product or the resource that the license is granting you access to.

23:43

Is this clearly defined and set out in the license?

23:47

It might be referred to as content or material or products or license material.

23:56

It might be a static body of material, or it might grow over the course of the license.

24:02

If it's a subscription to a current journal perhaps, or a growing collection of ebooks, is that recorded that the access to content will increase?

24:16

Are the rights the same across all the material or do they vary?

24:23

For journals, for instance, there might be a subset of core titles or maintain subscriptions that come with particular conditions, for instance around post cancellation access.

24:36

Or with e-book collections, there might be a subset that come with perpetual access rights which are perhaps triggered by patron driven or evidence based acquisition models.

24:48

Is all this clear in the license?

24:51

And as I said, if not in the license, maybe in an annex or an order form that comes with the license.

24:56

So we have that audit trail that we might need to refer to in years to come, especially if there is that perpetual access element.

25:08

If the licensor perhaps loses the rights to some of the content or sells it to a different supplier, what happens then?

25:16

Is that clearly set out.

25:19

This is especially important when it comes to my second point there.

25:23

What am I paying?

25:24

Again, this might not be in the license itself, but will often be in an order form or a quote.

25:30

But it's important for that audit trail.

25:34

Is it an annual fee or is it a one time payment?

25:38

If it's a one time payment, will there be any subsequent fees such as access fees or platform fees?

25:46

Does the fee vary according to the number of users or the levels of usage?

25:53

And does it include VAT or other taxes .3?

26:02

Who can use it?

26:04

Who can use that content that you're paying for?

26:07

How are they defined?

26:08

Are they called users?

26:10

Are they called end users?

26:12

Authorised users, Is it anyone within your organization, or perhaps a subset, or any people on certain sites?

26:24

Does the way they're defined in the license reflect the make up of your organization?

26:32

As I've said, I deal largely with licences for universities and colleges and one thing that I often notice in suppliers agreements is that their definitions of authorised users are geared more towards businesses and corporations and not the cohort in an educational institution.

26:55

So you might have your own definitions specific to your organization that you could ask to be inserted into the license .4.

27:08

Now we've established who can use it, is how they can use it.

27:15

Are the permitted uses and the prohibited uses made clear, and are they enough for what you need?

27:23

Again, if the supplier is more used to dealing with corporations than educational organisations, then their licence might be geared their their their license might not be geared towards the idea of this resource being used for educational non commercial purposes.

27:43

So is there any conflict about how the resource might be used in your institution and the way the suppliers perceive it to be used?

28:03

Moving on to some of the more legal parts, the more lawyerly parts of the license, sometimes referred to as boilerplate clauses because they don't vary much and they're bolted into place like big blocks, big plates of text.

28:24

I've highlighted the licenses, warranty there, the suppliers warranty, the publishers warranty.

28:32

However, it's however they define themselves and it's important because it's a guarantee by the people granting you the right to access and use the product or the content that they have the right to do that.

28:50

It will usually say that the licensor or the publisher or supplier warrants that it owns the intellectual property rights to the content or has a licence to those rights, and that nothing in the content infringes the intellectual property of anybody else, any third party.

29:13

And this protects you as an institution against any claims of infringement of intellectual property when you're using the content and making the content available to users within your organization.

29:28

And this warranty often will come with an indemnity by the supplier on the institution against any costs arising out of such a claim by a third party.

29:42

But it's the warranty that's the important thing that you should be looking for governing law.

29:50

I've highlighted there.

29:51

This is the statement in the licence which sets out the governing law of which country or which state their license operates under.

30:06

And I've I'm not going to say too much about this, but I've just highlighted it because it is often something that organizations have a policy on about what they can and can't accept.

30:19

Now, the organization that I work for, JISC, in order to protect our members, we always try to have our licenses operating under UK law and any disputes arising from the license to be settled in the UK courts.

30:39

That's our policy.

30:40

You might have similar policies.

30:43

Again, I'm not going to say too much about it, but I'm just flagging it as something that you should be looking out for in the license.

31:00

OK, moving on, where are we .7?

31:04

How long does the license last and what happens when it ends?

31:11

Are the start and end dates clear?

31:15

Does it renew automatically and if So, what notice is needed to get out of this?

31:22

If we don't want to renew, what are the implications of that automatic renewal again?

31:29

Does my institution have policy on this?

31:38

Is there an opt out clause or a break clause within the contract that allows us to get out of it early and does that come with any conditions such as sometimes there's a fee for early termination that we should be bearing in mind, so when it does terminate and we stop paying, do any of the rights granted by the licence carry on?

32:14

It sounds unusual, but it sometimes does happen.

32:18

For instance, with journals agreements, Just as if we subscribe to a print journal for a number of years and then stop paying, we keep the copies of the print journal that we've paid for on our shelves.

32:41

Many publishers replicate that with online content, and you should have, even if you cancel your subscription, continued access to the content that you've paid for during the time you were subscribing.

33:00

Some publishers offer something similar with ebooks as well, but how is that access enabled?

33:10

Is it going to be over the publishers platform or is it going to be by some other means?

33:17

And is there going to be an additional fee to do that?

33:23

Again, it's having that audit trail to refer to in the future.

33:28

It might be in years time that you make this decision to cancel your subscription.

33:33

So it's important to know, are there any actions on you after terminating the licence?

33:47

Will you be asked to delete links from your website or any copies that you've saved, or to uninstall any downloaded software?

34:02

Are there time limits on when you have to do this, and how easy is it for you to do this?

34:09

Is it feasible?

34:11

Is it within your control to do all these things?

34:19

Moving on and responsibilities, what does the license or have to do for me and what do I have to do in return?

34:29

The obligations or responsibilities of each party to the agreement should be set out clearly in the license.

34:37

Is the supplier agreeing to do all that you expect apart from just offering access to the content?

34:44

There might be other things that come with the service that you're paying for.

34:50

You might have you might want access to usage statistics, for instance, or downloadable mark records.

34:59

Is all this set out in the license?

35:02

Are there any service levels that need to be met or any standards that the supplier should be complying with, perhaps around accessibility of their content?

35:15

Or were things such as downtime of their server and maintenance levels and what's expected of me, of my institution?

35:26

What are the responsibilities on us?

35:29

Are they feasible?

35:31



Can I reasonably be expected to enforce the terms of conditions of this licence on my authorised users or am I at risk of breach?

35:45

Are they realistic with regard to the way the university or college works?

35:55

I'm thinking of an organization with thousands, perhaps 10s of thousands of people who have access to this content, and that content is that access is unsupervised.

36:15

It will often be going on remotely off campus.

36:23

Is it feasible to monitor and enforce the terms and conditions across such a diverse cohort of users?

36:35

If it's not, can the wording be changed in the license?

36:40

Can we perhaps soften or license the obligations on us and how would we do that?

36:52

Something to think about.

36:53

In later sessions we'll be talking about how we negotiate and come to a compromise in areas such as this last point, what happens if something goes wrong.

37:13

And by this I mean, if one of the parties to the license that's the supplier or the subscriber, the license or the licensee does not meet its obligations, or fails in its responsibilities, or otherwise doesn't do what it has agreed to do, is the course of action clear?

37:46

And again, is it reasonable if a user is detected as misusing the content?

38:04

What actions have to be taken by you as an institution?

38:12

Will the supplier allow you to take action according to your own internal procedures and policies, or will they take action by shutting off access?

38:35

And will it shut off access to the entire institution if it detects misuse, if it detects some unusual activity with its content, or is there a remedy.

38:55

And if the supplier is at fault, are you as a customer entitled to any compensation or refund of fees?

39:15

Good things to have set out in a license From the word go, that's ten.

39:24

I'm going to leave you with one extra thing to look for, and that is anything else that I need.

39:34

There might be some specific policies that you have as an organization.

39:44

Things that your management, maybe your procurement department, maybe your legal department want to see in any contract that your university or organization signs up to and it won't agree to them unless they're there.

40:09

How do you get them in there?

40:13

Is the supplier agreeable to having them included?

40:19

This is something we should be looking at in further sessions.

40:32

But I'm going to pause there.

40:42

There were a couple of things I wanted to ask you and I think, Vicky, we have access to polling system, is that correct?

40:56

We do, yeah.

40:57

I'll just launch that now and it's, this is quite helpful to me and it's about policies that you have in your organisations.

41:10

And you might remember one of my points there was governing law.

41:13

And I said that at GISC we find it difficult to commit to any licence that doesn't operate under UK law.

41:23

And I'm wondering if similar things are in place in your organization.

41:38

So does your institution have a policy on governing law?

41:43

Yes, No.

41:44

Or don't you know?

41:45

And it's fine to say you don't know, because if you don't know, then you have an instant take away from today's session.

42:04

You can go away and find out.

42:08

I'm not seeing any yeses there.

42:11

Oh, there we go.

42:16

But clearly don't know is out in front.

42:23

And it might just be that this hasn't become an issue, but again, I think it's worth finding out because certainly from my experience when I presented with the licence, this is one of the immediate red flags.

42:49

But that might just be that it's such a strong policy in my organization and I mentioned on that last slide that there might be things that your organization likes to see in in licenses, any other particular policies.

43:11

And I think we can have a vote on that, Vicky, if you've got the other, here we go.

43:25

Does your institution have any specific clauses or definitions that it requires licences to include?

43:36

You might think that your organization is pretty unique and the people who work in IT are unique, and so the way that suppliers tend to define users doesn't fit.

43:52

So you might have your own definition.

43:56

Oh, we've got some yeses there.

44:00

Would anyone like to put in the chat some examples, Some of you who have said yes, Would any of you like to give some specific examples?

44:18

Or you can unmute and speak.

44:22

We can give that a go.

44:26

I'd be interested to hear.

44:37

I often see things from perhaps procurement departments, data protection.

44:51

Patricia, you have mentioned data protection and that is actually what I was just thinking about.

44:59

Again, it's these things tend to happen when a law changes and an organization, it's legal department or procurement department has to show compliance.

45:17

So it has to be within any contract or licence that they sign up to.

45:26

Yeah, a couple, yeah.

45:27

Joan, you've mentioned data protection and information security.

45:30

Yeah.

45:31

Yeah.

45:31

It's something that I'm seeing a lot Myriad is that you've mentioned content used by partners.

45:38

Yeah.

45:39

Again, this is something that my colleague Greg will be talking about more tomorrow.

45:44

But again, it's an area where organisations often have their own very specific requirements that a general licence won't cover.

46:00

And Nas there you've mentioned having a definition of authorized users and statements for preservation.

46:09

Again, preservation's a good one because it might.

46:14

It's often something the publishers don't give that much thought to, or it's something that is a higher priority for certain institutions than others.

46:26

OK, that was quite a quick run through in my slides.

46:40

At the end I've given some examples of things of clauses and definitions that Jisc uses, such as the definition there of all authorised user, which I hope you can see.

46:56

I'm not going to spend a lot of time on this.

47:01

This is our statement on governing law and this is a clause that we use to protect the institution against misuse.

47:16

Do you just want to share your slides?

47:18

Again, sorry, Sorry.

47:23

I didn't realize that I wasn't.

47:28

They'll be.

47:28

They'll be available afterwards, obviously.

47:37

Oh \*\*\*\*.

47:40

The wrong thing.

47:41

Sorry, this is a link to the model license it just uses, which has some of these points on our definition of authorized user, which we try to include in all our licenses without change.

48:19

Which is there our statement on governing law, a clause that protects the institution and doesn't hold the institution liable for misuse by an authorized user as long as relevant steps are taken.

48:49

And that was just a few examples of some clauses that we try and get in to every license.

49:01

So as I said, that's quite a rush through those 10 points, but I hope it's given you some idea of things to look out for.

49:16

Potential red flags after lunch.

49:24

We're going to be looking in a bit more detail at this and you should have access to something called the mock licence and there's a link to it there in the chat.

49:45

What this is is, as its title suggests, A licence that I have mocked up and a series of questions, 10 questions, 10 things to look for.

49:58

So during the break have a look at that.

50:05

Work your way through the license, See if you can find the answers to the questions from within the license and what you think, whether you think any red flags are being raised by the way some of those clauses are worded, and we will come back after lunch and talk about what we've found there.

50:52

So I've left a bit of space for any questions that have arisen from what I've said so far.

51:01

I'm just going to stop sharing my screen.

51:15

One question that I've had someone has said how often do vendors accept the GISC model license rather than require their own license to be used.

51:34

And the answer to that is it depends.

51:40

We always start from our model license.

51:44

Sorry that that isn't 99.9 cases.

51:49

We start from our own model license.

51:54

There are red lines that we don't change that we won't cross.

52:00

But there are some areas where we're willing to negotiate in order to get a deal with that particular vendor.

52:14

Often, if I and I must say that as a membership consortium that represents needs of our members, it's often claimed that our licence is sort of preferential to the customer rather than the supplier.

52:38

And there are aspects of it that suppliers often object to often if they are based outside the UK, especially in the US.

52:55

And that's partly because of differences in law and the differences in the way perhaps universities operate over there, so they're not used to some of the things in our licences.

53:06

So often we do compromise, but in most cases we will come up with something that is recognisably the gist model licence and doesn't put our members at any undue risk or restrict their effective use of the product.

53:37

There are one or two suppliers, vendors who insist on using their own licences, but in those cases we do our best to get certain aspects of our licence in there.

53:50

In the way that I've been talking about a bit, and we should talk about a bit later, our own particular policies clauses inserted into the supplier's license rather than using our license and adjusting it to the supplier.

54:12

I'm just looking at a few more questions here.

54:30

Myrade has said there are publishers who do not require a signed licence document to subscribe to their products.

54:38

Do you always request for a licence document?

54:59

I'm just thinking about this because my experience obviously working as a consortium is different whether or not the licenses assigned and kept or accepted.

55:19

Those terms and conditions will need to be reviewed before they're agreed to and before a subscription is taken out and that is the important thing.

55:40

And what I'm saying today applies to licenses or online terms and conditions.

55:49

If you feel that those online, those online terms and conditions that you're being asked to accept, don't fully meet your needs, then that's something that you need to reach an agreement with the supplier on.

56:21

And I can see that Becky is saying something similar there, that again they only provide terms of use online with no start or end date and that they can change any time.

56:40

Is this acceptable?

56:41

Well, this is obviously in the real world.

56:44



This is something that we have to work with in terms of the start or end date that needs to be recorded somewhere because you need to know how long, what what you've paid for.

57:03

So if that's not recorded in the license, it needs to be recorded somewhere.

57:10

You need to have that documentation and if they can change at any time, again, you need to be you know, you need to know about those changes and to be able to review and make a decision on them.

57:34

So when I'm talking about things to look for in a license, I'm kind of talk, I'm sort of talking about the wider documentation that you have around the agreement that you have to pay for access to a product.

57:55

So it might not sort of specifically be in a license, but it's something that you should collect and record and keep, which includes start and end dates, how much you've paid, what you're paying for, that kind of thing.

58:20

Sarah has asked a very good question.

58:25

If something is not mentioned in the license, do you assume that you don't have the rights or you do and this is something that will come up in, in the next session, the mock license exercise.

58:40

So I'm not going to talk about it now.

58:43

It's a very good point.

58:50

And Nicole there, Yeah, has mentioned invoices, Yeah, which often includes start and end date with sometimes a reference to their terms and conditions.

59:01

Exactly.

59:01

That's as I said, it doesn't these things don't necessarily have to be recorded in the license, but they should be recorded somewhere and kept as part of your the audit trail for your information around a product.

59:25

OK.

59:26

And that brings us to 12:00 which is the end of our first session.

59:38

If there are no more questions, then I'm going to give us a break there, chance for you to have a look at that mock licence and see if you can answer the questions.

59:53

And in the next session, we'll be talking about what we've found, OK?

1:00:04

Thanks for your input.

1:00:11

So I'm going to leave it there and I'll see you in an hour's time.

1:00:15

Bye.

1:00:15

Bye.

1:00:21

OK, Welcome back.

1:00:22

It's 1:00 here and I think most people are back now.

1:00:28

Excuse me.

1:00:29

So I'm going to get going again and our session this afternoon is called A closer Look at Licences.

1:00:43

And I'm hoping that in the previous hour you have had a chance to have a closer look at that mock licence exercise and have had a go answering some of the questions or at least finding in the licence where you think the answers are the relevant clauses.

1:01:16

So the way we're going to work in this session, it's just to go through those questions and see what you've got, try and get a bit of participation going.

1:01:41

You can either add answers to the chat or it would be great if some of you wanted to speak and unmute yourself and talk.

1:02:02

Obviously you're not compelled to either of those things.

1:02:04

You can listen and think about it, but I hope you take something away from this.

1:02:15

So let's see.

1:02:19

As I said, this was a mock licence and it's kind of designed as an easy entry into licensing, so some of the things are pretty obvious.

1:02:37

Some of the things might require more thought and of course this might not look much like the sort of things we see in real life, but I'm hoping it will give you some practice.

1:02:56

So how did everybody get on with that first question?

1:03:06

When does the licence start and end?

1:03:15

Did everybody find whereabouts in the licence those the answers to?

1:03:28

Those were?

1:03:34

OK?

1:03:34

It looks like most of the people have who responded have found where those are.

1:03:55

They're at clause 8.1 and 8.2.

1:04:05

Does anybody have any issues with those clauses?

1:04:11

Do they think they're clear or they could be improved?

1:04:23

Eureka, I can see in the chat there has mentioned that auto renewal and that it doesn't say how long that auto renewal will be for.

1:04:44

Tanya has said she doesn't like the auto renew.

1:04:49

Nicole has asked which signature is meant.

1:04:57

Obviously, there's more than one signature.

1:04:59

So I think the general feeling is that this isn't very clear and it might have repercussions later on when it might be helpful for us to know exactly when our access to this product or content should have started and when exactly it should have finished, because that will be linked probably to how much we're paying for that access.

1:05:52

So it would be good to have more clarity here.

1:05:55

I think the next question, which is something that crops up a lot in university libraries, is can the content be used for interlibrary loan?

1:06:13

Did everybody find where that permission is granted or not in the licence?

1:06:34

Again, looks like everybody's found that it's pretty clear it's there at 3 point 1.2 under the permitted uses.

1:06:54

And this is a fairly standard interlibrary loan clause that you'll see in the UK.

1:07:12

Certainly, although it might be a bit out of date at the moment by now because it does mention a single paper copy of an electronic original.

1:07:28

Certainly when I used to work in a university library, that's how interlibrary loan was done and the person who requested it.

1:07:34

You still have to come into the library to pick up the printed copy I think, but I'm not sure whether that's the case now.

1:07:40

Probably not.

1:07:41

Other people might be more clued up about that than I am.

1:07:50

But as I said, this is this is clearly the clause and this is pretty standard for an academic licence in the UK.

1:08:02

Lodo has asked in the chat there were the loans covered by commercial use in this license.

1:08:08

This is a fairly standard or based on a fairly standard academic license which will purely be for non commercial use for educational purposes.

1:08:21

So no, they wouldn't be covered.

1:08:29

OK, interlibrary loan won't apply to all content, obviously.

1:08:39

It tends to be journal content, journal articles or ebooks.

1:08:45

The right you know, if you're dealing with a database or or an index, then interlibrary loan won't necessarily apply.

1:08:53

But it's the question that crops up a lot to me, certainly.

1:08:57

So if you're in a university library, it's good to be clear on that next question.

1:09:07

What's wrong with clause 8.8?

1:09:14

Did anybody find that?

1:09:17

What's wrong with clause 8.8?

1:09:26

Yeah, most people found that pretty obvious one.

1:09:29

As Charlie says, there a reminder to read the license carefully because it refers to another clause, clause 4.17, which doesn't exist.

1:09:47

This is a something that you might see if there has been some negotiation during a license, or perhaps the license has changed over time and a clause has been removed, but subsequent references to the clause have been left in.

1:10:14

It shouldn't happen, obviously, and it probably won't happen if you're dealing with a professional supplier, but again, it's a good thing always to read a licence carefully.

1:10:36

There's also another thing in clause 8.8 that we should be aware of, and that is that it refers to authored articles that may be retained by their authors, both of which have capital letters.

1:10:55

Now any term that has a capital letter in a license means that it has a meaning specific to this license and should be defined at the beginning or the end, or somewhere at least in the list of definitions.

1:11:13

So if those if you do see capitalised terms that aren't defined, again that is something that clarity needs to be sought.

1:11:36

On question four, can the content be used for data mining?

1:11:55

What answers did people come up with for this question?

1:12:20

OK, most people have said that it's not mentioned.

1:12:30

Nicole has mentioned clause 4.15.

1:12:33

Let me just see what that says.

1:12:38

Yeah, some people have said that it's not mentioned, so that means it's not permitted.

1:12:59

Other people, I can see Sally there saying not mentioned.

1:13:03

So potentially yes, Charlie has said it's a judgement call by the licensee.

1:13:12

The key thing that everybody's found is that data mining as a usage of the content under this licence is not specifically permitted.

1:13:26

On the other hand, it is not specifically prohibited or restricted.

1:13:33

So this is what we say about this is the licence is silent on data mining.

1:13:47

Now data mining as a non commercial research activity is actually now permitted in the UK and I think across Europe as an exception to the copyright law.

1:14:03

So technically you are permitted to do it for those purposes, even though the license doesn't specifically say so.

1:14:16

But I think in cases such as this it's worth seeking clarity from the publisher.

1:14:32

Someone has said there, Luke, what's it?

1:14:37

I think?

1:14:38

Sorry my chats speeding past.

1:14:42

Luke has mentioned quite rightly the copyright exception overrides the contract.

1:14:51

Sometimes the process of data mining can, which can involve sort of widespread systematic copying of the resource or the content, can register with the supplier as unusual activity on their platform.

1:15:19

And they do obviously have the right to protect the integrity of their platform and their intellectual property.

1:15:26

So even though one is in this instance legally permitted to do it in my, it's probably worth confirming the publisher in this case, but it's great that everybody realized that it wasn't there.

1:15:50

We did have a different difference of opinion.

1:15:53

Some people said because it's not there, we should assume that it's not permitted.

1:15:57

Other people said because it's not there, we can assume that it is permitted.

1:16:01

But I think what's clear is that we can't necessarily make those assumptions.

1:16:14

OK, moving on to the next few questions.

1:16:21

When the subscription ends, how can you gain access to the issues of the journals you've paid for?

1:16:36

Where's the clause that tells us that?

1:16:38

Let me just have a look.

1:17:01

Yeah, most people seem to have spotted that this is set out in clause 8.5 and there is a choice of access routes to the content either through the publisher's server or being supplied with archive or copies for the institution to use itself, or granting access through Portico which is a third party archive.

1:17:48

Now all of these have things in their favour depending on the preference of the institution.

1:18:02

They mentioned fees, the first two certainly which might require some clarity unless you know, we don't want to commit ourselves to having to pay fees which could go up and become unreasonable in the future.

1:18:27

So it might be worth trying to get some clarity on that from the supplier before committing to that.

1:18:43



And of course Portico as a third party archive comes with its own subscription fees and its own licence terms and conditions, so that obviously there are further considerations to think about there.

1:19:19

OK, so those are the archival copies or copies that we've paid for.

1:19:26

What about copies of any articles that we may have made?

1:19:34

Obviously in the permitted uses we have the right to copy articles and to save them and to use them for educational purposes.

1:19:58

But what should happen to these when the subscription ends?

1:20:03

You don't really find this clause.

1:20:20

Yeah, most people seem to have spotted that this is in clause 8.7 and it's asking for the institution to delete any copies from their servers or networks.

1:20:48

Annabelle, in the chat there, has asked whether it would be feasible to make sure that students have deleted copies that they were allowed to make at the time, which is a very good question, and Tanya has also said, is this feasible?

1:21:11

To me it doesn't seem feasible at all, but this is something that you will often see in suppliers licenses.

1:21:25

Often they are concerned that so many copies will be made, or copies of will be made of so much of their content that people will cancel their subscriptions and rely on the copies that they've made, which is a bit unrealistic.

1:21:48

I think others are concerned that the information in the articles or the copies could become out of date and that institutions will be relying on out of date information which could carry a risk.

1:22:12

And this is something that you will often hear from financial publishers, publishers of financial information, or perhaps clinical databases where people could perhaps be making decisions based upon information that is out of date, which could have consequences.

1:22:44

So this, and that strikes me as perhaps a more acceptable argument for them to make.

1:22:52

I still think it's an unfeasible, an unfeasible, sorry expectation, and doesn't reflect the way universities or large organizations work and the sort of power or level of control they have over their users to ask them to delete any copies that they've made.

1:23:25

So that might be something that we seek to address before agreeing to the license, and I can see that Nicola in the comments there has suggested that it's the phrase must be deleted.

1:23:50

But it's the tricky thing there, and perhaps we could persuade that publisher to change it to use all reasonable efforts to delete, which will perhaps be more acceptable, which is a very good suggestion.

1:24:23

Question 7 is something that I mentioned in my introduction my 10 things to look for in a licence and that would be what happens if a publisher sells some of the journal titles or drops some of the journal titles from the package you're subscribing to.

1:24:54

Did anybody find the clause that addresses this?

1:25:19

OK, there's a few things coming up, a few different clauses that people are drawing attention to here.

1:25:40

There is clause 10.2 in which the publisher reserves the right to change the content, including removal of an entire journal.

1:26:01

There is clause 5.2 which gives the publisher the right to withdraw content, all of which are relevant here.

1:26:33

5.2 touches on refunds that they might be willing to offer if a certain threshold of withdrawn material is reached.

1:26:59

Claire's mentioned clause 9.1 which is around the institution the which again is to do with the intellectual property rights in the license material or being the property of the publisher.

1:27:22

I think the key thing here is that the specific eventuality of the publisher and transferring some of its titles to another publisher isn't really addressed here and Tanya.

1:28:05

As mentioned there, I can see that access to these titles will cease impossible that access for all material from said titles could be lost.

1:28:16

And that's something to consider, especially in conjunction with post cancellation access.

1:28:29

The idea that we will continue to have access to content that we've paid for after cancelling our subscription.

1:28:43

And what would happen if some of those titles, which we were receiving post cancellation access to, transfers to another publisher.

1:28:59

Now there are sort of industry policies around that, but it would be good to have it spelled out in the licence and Charlie has said there in the chat.

1:29:19

But when titles move from one publisher to another, their access options can vary due to society, agreements etcetera.

1:29:27

So a blanket statement may not be realistic, but there are sort of industry standards such as project transfer that you could look at and, excuse me, encourage the suppliers that you deal with to comply with.

1:29:54

So certainly worth considering.

1:29:59

OK, question eight that a lecturer wants to send an article from this resource to a colleague at another university.

1:30:10

Is this permitted?

1:30:15

Did anyone find something about this?

1:30:22

This is different to interlibrary loan which is obviously controlled by library staff.

1:30:35

This is a member of faculty staff just acting on their own and sending an article which they have downloaded, maybe to a colleague and another university.

1:31:01

And in many ways this is unrealistic, because it's unlikely that the lecturer would ever approach the library to check whether this was covered in the terms of a licence.

1:31:20

And I imagine that it happens quite a lot.

1:31:25

And it might not even occur to them because as we mentioned at the beginning, one of the things about digital content is that it is so easy to access and distribute and copy and share.

1:31:41

And we're so used to doing it with unpaywalled content that this might be done without thinking.

1:31:55

But as some of you have said in the chat there, this isn't permitted by the licence and it is really restricted under clause 4 point 1.6.

1:32:15

And Luke has pointed out there that this type of lending does not fall under copyright exceptions for lending, and Belinda has said no because the other lecturer isn't an authorized user.

1:32:45

Charlie, that I can see makes the point.

1:32:48

Could this be considered silent because it's not specifically mentioned?

1:32:57

And it is true that some licenses do go into much more detail about this.

1:33:04

Some licenses specifically permit it.

1:33:11

And I you tend to see it more in the States where there's this concept of scholarly sharing which specifically allows this sort of activity, which we don't have so much here in the UK or Europe so much.

1:33:40

But I think in this case the advice would be no, it's not permitted.

1:33:49

Again, you know, one single article.

1:34:00

It might not be a great risk to the vendor or you as a licensee, but it's it's not specifically permitted here, and I think that restriction of clause 4 point 1.6 can be interpreted as prohibiting it.

1:34:30

So that would be the advice there.

1:34:34

Question #9 Staff in your institution's business development office wish to use this resource.

1:34:45

Is this permitted?

1:34:46

So we can infer that the the staff in the business development office aren't teaching staff.

1:34:56

They're not faculty staff.

1:34:58

They are staff who whose work concerns the management and running of the institution, the everyday business affairs.

1:35:20

Just looking at some of the answers got some differences of opinions.

1:35:27

Some people are saying they are authorized users.

1:35:32

Yes, they're authorized users, which is true.

1:35:39

If we look at the definition of authorized user, it certainly includes members of staff.

1:36:00

It doesn't specify that they have to be teaching staff or faculty staff.

1:36:04

So any member of staff within the institution could have access to this resource.

1:36:16

And obviously if you're if you've bought an institution wide subscription, it might be difficult to stop them doing so.

1:36:31

But as a lot of people have pointed out there, yes, they can be permitted to use it because they're authorized users, but we would have to look closely at the use that they're putting it to.

1:36:52

Now in this case it's not such an important issue because this is a farm, these are pharmacological journals.

1:37:04

Whereas if it were a company's database or a finance database or a British standards or a European industry standards database that had been licensed for use by the library for educational or non commercial research purposes, then there could be a conflict there with the use that the business development team were putting it to.

1:37:56

And this does often happen.

1:37:58

People will license, for instance, I don't know an engineering or construction resource to teach engineering or construction students and find out that it's actually being used by people in the estate's office as part of their daily work and the supply.

1:38:31

The vendor finds out and doesn't like it because they're looking to sell a separate subscription to the university for use by people involved in the management of the institution, rather than for use as a teaching resource.

1:38:54

Other instances I've found are a library that subscribes to certain citation indexes, finds out that they're being used by the university's, the university's publishing department.

1:39:16

The University Press is using the institution wide subscription to make business decisions on that basis and again the vendor finds out and doesn't like it because those aren't the terms and conditions under which the product was licensed to the library.

1:39:41

And this is the point here.

1:39:43

Any cohort of users that you have decided are authorised users under the terms of this license, which will often be.

1:40:06

The judgement call of you as an institution because we've seen that definitions of authorised users are often quite vague.

1:40:19

So it might be your decision to say well yes these people are authorised users and it might not just be staff in different departments, it might be walk in users or it might be start people on different campuses or remote users, or distance learners.

1:40:43

The key is that as soon as you decide that they're authorised users then any reference to authorised users within the licence is going to include that cohort.

1:40:58

So anything that authorised users are restricted from doing or which carry any particular responsibility on you as the institution to enforce this, you must be able to do and you must be able to see to be doing it.

1:41:21

So if you're going to permit people in the business development office to use the library's resources, there is some outreach and education involved there to make sure that they're using them as any other authorised user within the terms and conditions of a license, which is very likely to be a non commercial educational license.

1:41:58

How you do that is generally up to you because that won't be dictated by the terms of the licence, but it's good to have robust procedures in place.

1:42:16

Which kind of brings us on to the to the last question.

1:42:22

What should you do if you find that one of your students, or one or any one of your users?

1:42:28

It could be some of these users in the business development office.

1:42:34

What should you do if you find that they're misusing the resource?

1:42:43

Does anybody?

1:42:44

Could anyone see where this is spelt out?

1:43:12

OK?

1:43:12

Most people, excuse me, have spotted clause six point 1.5 which places the responsibility on the

institution to monitor compliance with the terms of this licence and notify the publisher immediately, giving full details.

1:43:57

Now this clause sets out quite clearly what needs to be done.

1:44:10

This is I think copied from our model license.

1:44:17

So we think that this is quite a fair and realistic example of this sort of clause which will feature in most licenses that you will see in some form or other, but probably not as fairly as this.

1:44:43

And you will see that the response of the if you look at clause 6.1, it says the institution agrees to very often you will see the institution shall or the institution will.

1:45:04

This obviously is much lighter language, which again even more so when we see that 6.15 begins use all reasonable efforts.

1:45:17

So in many agreements you will see rather than the institution agrees to use all reasonable efforts to monitor compliance.

1:45:27

You'll see.

1:45:28

Simply the institution shall monitor compliance, and the responsibility is on the institution to notify the publisher on becoming aware of OK, so those things that mentions there.

1:45:57

And the other thing that I think is in the institution's favour in this clause in that final paragraph is that it agrees to investigate and initiate disciplinary procedures in accordance with its own standard practice.

1:46:20

By which that means the institution's own terms and conditions for use of the library and its materials, which I would imagine that you all have.

1:46:38

So a lot of clauses like this that you'll see in publishers own licenses or vendors own licenses are much stricter than this.

1:46:57

This is quite a flexible clause.



1:47:03

It gives a certain amount of leeway to you as the licensee, but that's not to say it shouldn't be taken seriously and that you can prove and show to the vendor that the appropriate steps are being taken.

1:47:27

Let me just check my slides to see if there's anything else on there, you know?

1:47:33

So those are the 10 questions, and I was impressed by the quality of your responses there.

1:47:48

There's all sorts of things going on in this license.

1:47:51

As I said, it's designed as a sort of easy entry with things that will jump out at you.

1:47:59

And there's all sorts of other things in there that you might have spotted as you're going through that we haven't addressed specifically.

1:48:13

I don't know whether anybody wants to talk about any of them.

1:48:15

Now you can take it away and see how many you can find things that set off alarm bells.

1:48:26

There were things I noticed, such as about being everybody being based in the UK Tabia from Oslo, I can see about limitation to save or print not more than one page.

1:48:53

That seems quite extreme.

1:48:54

There's all sorts of things in there.

1:48:56

But I mean, it's designed as, you know, an easy exercise in spotting things in licenses that might set off alarm bells or red flags.

1:49:11

I'm just going to stop sharing my screen so I can read more of the messages that are coming through.

1:49:37

Nicola has brought up the German governing law.

1:49:41

Good.

1:49:43

Yeah, Tanya, as I was saying, as mentioned in the UK based users only Janis or Yanis has mentioned the limit on damages, £3000.

1:50:03

That might be something that your institution has a policy on limits to liability, caps on liability, how much can be accepted.

1:50:18

So yeah, Amy has mentioned retired members of staff over 60 years of age being part of the authorised users, the 60 years of age thing.

1:50:37

I haven't made that up.

1:50:38

I did see it in a licence somewhere.

1:50:40

It strikes me as something as being incredibly difficult to enforce on the part of the institution.

1:50:51

Tony has mentioned the confidentiality clause, which again, good, well spotted.

1:50:57

Again, it might be something that you're, the institution, has a policy on.

1:51:02

Can you accept confidentiality clauses, or are they against your institution's policies?

1:51:19

They can create a lot of work for institutions, especially if you're subject to the Freedom of Information Act.

1:51:27

So that yeah, that might be something you want to think about, but it looks like everybody is picking up on a lot of these things, which is impressive.

1:51:44

It looks like some of you are already pretty clued up on things that should be red flags in you mean licenses, which is great.

1:51:57

But I hope that exercise has helped you to get a feel of navigating your way around what can be quite a dense body of text and picking out the relevant clauses and thinking about whether the way they're worded is acceptable and is clear enough, and the consequent what the consequences could be of them not being clear enough.

1:52:34

And tomorrow we'll be talking about how we can make things a bit clearer, perhaps with publishers and looking in detail at two real licenses, which I hope you have access to so that you can look at them before next tomorrow's session.

1:52:58

They are a licence for a package of ebooks and a licence for a business financial database.

1:53:10

And again, there are some questions and some things to think about while you're going through those licences which we'll discuss tomorrow morning.

1:53:24

And if you haven't seen those yet, we'll circulate the links again.

1:53:35

But that's been a really good session.

1:53:36

Thank you.

1:53:39

Are there any more questions about anything that I've said today, anything that hasn't come up yet, which you perhaps were hoping would, and if I can't answer it now, we can maybe discuss it If we have some time tomorrow.

1:53:59

I would welcome any suggestions or hearing about anything that you're particularly interested in.

1:54:26

If not, we've finished within the hour, which is good.

1:54:36

I've done a lot of talking, but I hope you found it interesting.

1:54:43

OK, I've seen a few more coming through now, Ulrika has said.

1:54:48

Do you have a golden standard for AI clauses?

1:54:55

Not yet is the answer to that, but which is some.

1:54:58

But it is something that we are working on at the moment and I'm in touch with other consortia around the world who are wrestling with the same thing.

1:55:13

The issue with AI is that there are potentially very legitimate uses of it within an educational, non commercial research context that most of the clauses I've seen from publishers at the moment don't take into account.

1:55:39

But at the moment, we're trying to resist them and push back on them.

1:55:45

But we are hoping to develop a standard clause that would address the concerns that vendors have about their IP getting into the wrong hands, but also permit that that legitimate use.

1:56:09

So I hope to be able to sort of update on that soon.

1:56:13

Amy has said it would be good to hear about licensing for alumni users if there's time and there is a specific thing about that tomorrow.

1:56:29

Part of what we will be looking at is extending access to resources beyond that central cohort of authorised users, whether they are users at partner organisations, perhaps abroad or overseas campuses, or even partnership organisations here in the UK, or alumni or users maybe at hospitals that have some affiliation with the university or the medical school.

1:57:14

So we'll be looking at that tomorrow.

1:57:23

Sarah has mentioned opt out clauses and it's not always clear whether there is an opt out.

1:57:32

I would check with a supplier if that's not clear.

1:57:35

Often they do want quite a lot of notice.

1:57:41

If you were thinking of opting out for no particular what we call a no 'cause opt out, that's to say just

have the opportunity to break the contract, Allison has asked is the term or reasonable effort something that is commonly accepted as it is open to interpretation?

1:58:15

It is commonly accepted and you will see in a lot of licenses and it is favoured precisely because it is open to interpretation and it doesn't have that.

1:58:32

It doesn't carry the level of risk as saying we will do this or we will ensure that this happens, which is why we tend to encourage it because it does give some flexibility and some leeway while at the same time giving a commitment.

1:58:58

Sometimes you'll see all commercial commercially reasonable efforts, which again is better, Better than nothing.

1:59:15

OK, well great.

1:59:17

Thank you.

1:59:18

Some good questions there, some good responses to the sessions which I hope will continue tomorrow.

1:59:28

Try and find time to have a look at those two licences, the ebooks licence and the finance database and the questions.

1:59:36

Think about how we could get our own clauses into those licenses or our own definitions and where we would like more clarity.

1:59:50

And I'll see you all at the same time tomorrow.

1:59:56

Thank you.