

Licensing skills day 2 2024 (1)

0:02

Thank you, Vicky.

0:05

Welcome back everybody. I'm just going to share my

0:10

the screen,

0:12

find my slides

0:16

and today I'm speaking to you from the Jisc office in London. SO

0:22

the acoustics are a bit different today. I hope you can hear me and that I'm still clear

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and you can see my slides there. So welcome back to the second day

0:43

of

0:45

our seminar. Excuse me a second,

0:52

I just need to check that you can see that screen with my details on it there

0:58

We can yes Brilliant. Thanks, Vicky.

1:05

That's me. I'm Ben Taplin. I'm the licencing portfolio specialist here at Jisc, which is the.

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UK Consortium of Higher Education and Further Education Libraries and Research Institutes and this is the second day of the

1:23
UMM

1:25
webinar on Licencing skills for Librarians Brought to you by UK SG. And this is

1:36
an overview of what will be happening today. Just like yesterday, we've got an hour before lunch and an hour after lunch.

1:46
And today I'm joined by my colleague Greg Ince, who in the second session this morning we'll be talking about

1:54
extending

1:56
our existing licences to new cohorts of users, especially those who are studying

2:04
outside of the country of your institution. And this is an area of universities activity that's growing all the time, especially here in the UK,

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but can apply to any multinational or transnational organisation.

2:23
UMM,

2:27
we'll be looking at the issues to consider here and in some ways how JISC can help with those, especially for UK organisations.

2:37
And after the break we've got some scenario exercises where we'll be thinking about how we can put what Greg has been talking about this morning into practise.

2:49
Looking at how we cater for groups of users who are outside of our code of our core

2:58
cohort which can be as well as partner organisations abroad, partner organisations here in the UK or other groups such as alumni from your institution

3:13
UM.

3:15
But in today's first session

3:20
I want to go over the exercise that I left you with yesterday,

3:26
which

3:29
I hope you've found time

3:31
to look at and it involved UM working our way through to suppliers own licences.

3:42
Yesterday we looked at UM,

3:46
what we would hope to find in a good licence, UM

3:50
clear, um, reasonable licence, where certain things are set out

3:58
clearly and have relevance

4:02
to the organisation

4:04
UM which we're representing, and the user groups who are going to be using the content that we're paying for.

4:14
In the absence of having a model licence that may have been negotiated centrally, we have to work with suppliers, own licences or their terms and conditions.

4:25
But even there could still be some leeway for negotiation.

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So

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what I've

4:33

hoped you've been able to do is to

4:39

have a look through those licences. There's one for an ebook platform

4:46

and this one's for a business database.

4:52

Thinking about some key.

4:58

Umm,

5:02

things to look for. Some of the things that I was talking about

5:10

in those

5:13

in my presentation on 10 Things to Look for in a Licence. Um,

5:18

I picked out a few to see if we could find them

5:22

in these agreements.

5:25

That's the clear definition of authorised users. A clear statement of the permitted uses of the content,

5:35

a list of the responsibilities of each party, the warranty from the licence or that they own or have the licence to the intellectual property

5:49

in the content, and that it doesn't infringe the I of any third party. And also the governing law, which as we discussed yesterday is

6:01
the key

6:03
UH policy,

6:04
UH

6:06
matter for a lot of organisations.

6:14
So

6:18
I hope you all had time to have a look. And what did you, generally speaking, how did you find those licences? Did you find them

6:28
easy to work with? Difficult. Intimidating. Um,

6:35
relevant to your organisation?

6:38
Let me know. You can put things in the chat. You could even unmute yourself and speak, if anyone finds that easier than writing.

6:48
What were your impressions overall?

6:58
Personally, I find the formatting Hell

7:04
yeah Business one looked very intimidating. Lots of dense texts,

7:11
yeah.

7:13
Yeah. Um,

7:18

Katie says she preferred the ebooks one because it was clearer with definitions and easier to read.

7:24

Yeah, I think, I mean

7:27

that's true and it and it's kind of why I selected them. They're both real licences. All I've done is remove the suppliers

7:35

details.

7:37

The e-book one is UM

7:42

for a platform of eBooks. So you're actually the licensor is actually someone who is aggregated

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content from a variety of

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different, different original publishers of the content.

7:58

But UH,

8:03

which can lead to its own issues. They can often be harder to negotiate, which was something we touched on yesterday because

8:10

an aggregator will have signed licences with each of the publishers that they deal with,

8:18

and anything that they then agreed, they would have to go back and re agree with the original publishers. But it is at least very clearly set out and designed for an educational institution, and it will contain a lot of the information

8:36

that we spoke about yesterday. It begins with this sort of order form, where um, clear details,

8:45

space for clear details to be added, the commencement state, the end state, the end date, Sorry, um

8:55

fees, um. That will appear in an appendix. We then have

9:03

a clear list of definitions. Um,

9:08

it's very clearly set out. There is a nice big section on

9:15

Freedom of Information which is relevant FOI which is relevant in the UK Confidential Information and FOI and

9:24

section 11. Section 12 has a lovely big section on data protection, which is key to a lot of,

9:34

umm

9:35

key to a lot of institutions these days and something that perhaps your procurement or your legal team will be looking for in any contract that you sign.

9:48

And then even at the end

9:51

after the signature page, UM in Appendix One, there is a service level agreement,

9:59

UM, which

10:02

makes certain provisions

10:08

for the suppliers performance,

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The business database one

10:20

very different. As you can see, it's dense. A lot of texts. There are things in capitals.

10:28

It's really designed for

10:32

corporate client

10:36

rather than an educational establishment or a research establishment.

10:44

I imagine the sort of environment where perhaps only

10:49

a few members of staff within the organisation would have access to the database so

10:56

usage can be controlled

11:01

and monitored much more closely. And um,

11:07

commercial use will be made of the information that's contained, perhaps financial decisions, business decisions. Which means that the supplier will seek to protect themselves

11:26

a great deal more, because there could be consequences of people

11:33

relying on this information,

11:36

um, that's contained in the database.

11:41

That

11:43

would be much more serious than if it were just being used as an educational

11:50

tool. So I'm looking at those

11:56

things. Uh, those factors. How do people get on?

12:02

Did anybody find, umm,

12:05

clear definitions of authorised users? How about in the

12:12

the ebooks agreement?

12:19

I'm just reminding myself of it.

12:23

Did people find the definition of users?

12:27

What does it call them in this agreement?

12:33

End users people are saying

12:37

Yep

12:40

there is a definition there of end user.

12:45

Umm.

12:48

Which you'll see is clearly geared towards a university

12:52

or college.

12:54

Umm,

12:56

it might not use the termination.

13:00

That

13:01

umm, not termination. Uh, what do I mean? Terminology that your own institution uses.

13:14

Phrases such that it contains there, such as visiting scholars and patrons,

13:22

might not be words that you use for the wheat, certainly that we use here in the UK,

13:31

but

13:35

I think it's quite

13:38

a workable, useful definition there. Um,

13:44

it mentions, um,

13:49

that the customer people that the customer has reasonably authorised to directly or remotely access the customer systems

13:57

and the digital content. O that It's almost as if it's giving some leeway to you as the licensee in deciding who can and can't have access to

14:14

this content, and it seems to cover most of the

14:20

people within your organisation I think

14:26

who would have who you would want to grant access to this content. Charlie in the chat there mentions that it seems to imply walkins.

14:43

It doesn't specifically mention walk in users as many licences do, but it could be inferred that patrons that the customer has reasonably authorised to directly access their systems could be interpreted as being a walk in user there.

15:01

Visiting scholars Charlie was suggesting could be walk-in users? Um, yeah, could well be.

15:13

But yeah, I think that's a very reasonable definition. Um, how about in the business database?

15:19

Did anybody find

15:22

umm

15:26

a definition there of

15:31

authorised user?

15:46

I'm not seeing anybody volunteering on the chat, and I have to say that

15:53

I didn't find one either

15:58

on that first page under Section 1,

16:07

the.

16:09

16:15

Sorry, I'm just reading what people have written there. People have said they can't find one. Katie says She struggled to read it.

16:21

Which is

16:25

difficult. If you can't, yeah,

16:28

section B there that embolden underlined. It mentions neither subscriber nor any of its users may. So it starts with a list of things that you can't do, and it mentions users there,

16:44

but it doesn't actually outline who the authorised users are or should be. Tanya.

16:54

Umm

16:55

mentions that in section 14.

17:02

Tony, you've done well to get that far. I have to say at the section under Audit

17:10

it meant the phrase Authorised users

17:15

appears there and it mentions

17:18

prohibitions

17:21

on offering use beyond more than the number of authorised users. So if there is a limit on the number of authorised users,

17:31

then that is something

17:36

that is something that would need to be confirmed. Um,

17:43

with the supplier, What that number was, Um.

17:49

Tanya also mentions that this licence

17:57

is for, um, the subscribers internal business use only. This comes up in section C

18:06

of that first

18:10

section, Ownership Restrictions on the use, and again

18:20
suggests to us

18:23
that this is not

18:25
a product that is primarily aimed at educational institutions

18:35
and would not suit

18:38
the sort of use that we want to put. Um,

18:42
this product too.

18:45
So that is something that would need to be, um,

18:51
taken up with the

18:53
supplier. Lukes made an important point

19:00
about using AI tools to see if he could summarise,

19:04
to see if they could summarise the licence when faced with the wall of texts like this. How did you get on with that? Would you like to talk to us about it?

19:15
You actually haven't saved, whether you did it or not, but it did it. Did it have? Hi, it was, yeah, good morning. It was pretty much as with most AI tools, where the summary was fairly succinct

19:29
and useful, but it all it really did was then make me

19:32
need to read to the licence anyway.

19:35

OK, so I wasn't quite trusting in it. If I depending on the prompt, If I if I typed in, does this agreement mention author define authorised users? It said no, there's no mention of it. If I said does this

19:49

document contained the word authorised users with the Americanised spelling then it did detect it and drew my attention to the correct

19:59

article. So.

20:01

It's useful to get a an overview, but you still have to read the document I found.

20:08

Yeah, yeah, I don't think there is. Yeah at the moment. Perhaps in a few years time we won't have to,

20:18

and Becky has raised the point there whether it's OK to upload clauses to AI

20:23

and the licence agreement should be confidential.

20:27

At the moment these are.

20:29

I don't know. I can't remember where I got this from actually. It might have been on the supplier's website, in which case it would have been

20:41

on the open web,

20:44

but that is something to bear in mind.

20:48

Any other things? Um, moving on a bit.

20:54

Did everybody find the licences warranty

21:01

in either of these documents? Uh, what about the ebooks one? Let's have a look.

21:08

21:28

#10IN ebooks I've been told.

21:32

22:00

OK, a couple of people. A few people have said

22:06

that in

22:09

the

22:13

ebooks. One section 10 says it doesn't give a warranty. Um,

22:19

around. Just leafing through.

22:29

Umm,

22:31

it doesn't give a warranty for the accuracy and um use

22:39

for the fitness of the product. But what we're actually looking, which is quite a common thing that you will see in licences,

22:48

but what we're actually looking for is the warranty that it

22:53

owns, that the IP

22:58

in the product UH doesn't infringe, um,

23:06

the rights of

23:09

a third party which is actually there in section 13 Point C

23:18

And what this means in

23:21

practise would be, uh, for instance,

23:26

if someone saw that you were making some content available to your students and they said that's my book, that's my that's my article that you're making available, you don't have the right to do that.

23:40

Umm,

23:42

you would say that actually well the supplier has warranted, we have the warranty from the supplier. So that's your protection

23:52

there.

23:53

Umm,

23:57

so it is there? And

24:00

how about the UM business database? Did anyone find the warranty there?

24:21

I didn't.

24:22

Personally, I don't think there is one, but again, I'm looking at the section similar to the ebooks one. The section on intellectual property infringement

24:37

there is Um

24:39

Section A. There,

24:42

although it doesn't warrant that

24:46
the UM

24:49
content doesn't infringe the I of third parties, it does indemnify you against any third party claims

25:01
which some

25:04
legal people might consider to be as good as a warranty. But there is something there that might be something that you would need to get advice on.

25:16
So, umm,

25:23
governing law did people find

25:41
in the

25:44
business database? It's there in Section 7.

25:48
Umm,

25:49
Which is quite useful. Um,

25:53
ebooks?

25:56
Let me see

26:06
ebooks. It's there right at the end in section 22 Interpretation. So

26:13
they're both quite clear on that

26:20
has a lot of you have found. Sorry about that. My chat is a bit slow to respond to some of the

26:28
SO

26:30
I mean well done for navigating your way around, um, two particularly,

26:37
or at least one particularly tricky agreement there. And I hope that's given you more practise of trying to find

26:46
certain key clauses. Um.

26:49
We haven't really touched on the second part of, UM,

26:55
this particular exercise, which is how we could

27:02
perhaps introduce things that we wanted into the licence

27:07
that aren't there. Um,

27:11
but I hope, um,

27:14
that at least navigating your way around them

27:19
you would have found

27:22
how they compare to

27:24
the sort of ideal and what we would like. Those clauses that that I've written there where they would go in the licence,

27:36
what, how the licence

27:39

accommodates them

27:42

as it stands and how perhaps we would make a case

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to a supplier for including them. Whether that's because they're matters of policy for our organisation and we can't possibly accept a licence that doesn't include them and that's out of our hands. It's to do with our procurement department or our legal department or where it's just a case that

28:09

the existing licence in some respects just doesn't

28:15

fit

28:17

us as an organisation, whether that's the cohort that makes up the user group or the uses that we want to put

28:28

the product or the content to.

28:33

Um,

28:37

I'm just wondering if there are any other questions there before we move on.

28:43

Lotto has.

28:46

Sorry, he's sorry, Ben, that's me. I was just about to say there are a couple in the chat for you. OK.

28:53

Uh, I'll just, umm,

28:55

touch on

28:58

the question. I can see from Lodo.

29:02

If the licence is governed by another country's laws and an issue went to court, would it mean that the higher education institution would have to be present themselves in that country? Does this ever happen? In theory, yes. It could mean that you would have to be present in that country and you would have to engage

29:26

the services of someone who was qualified in the law of that country, which is why it is

29:35

so often a red line for many organisations. Um,

29:41

second part. Does this ever happen? Well,

29:47

I think it's safe to say that in practise incredibly rarely because most disputes around licences are settled before it gets to the stage where people have to appear in court. But

30:04

lawyers can be very theoretical people and legal departments and legal policies

30:11

would often say that this is a red line for them, because there is the possibility of that happening.

30:19

We can't agree to a licence that has that.

30:23

Umm

30:25

Belinda has asked can you argue to change the governing law? Well, if it is a complete red line for your organisation then that, um,

30:35

is a good way of asking for it to be changed. And if you're dealing with a multinational organisation, it is something that

30:46

they might be able to change. I mean I

30:49

you're dealing with big companies here a lot of the time and they

30:55

they have the sort of upper hand I would say in a lot of these agreements because they control the content, they control the platform, they can change the content,

31:07

you know if there is something wrong with it.

31:11

So

31:13

you could ask them to change it.

31:15

If they don't change it, then you could ask your own legal team to suggest a compromise clause which might work. Sometimes people say that

31:28

if anyone brings

31:30

the proceedings

31:32

against the other party then they will be heard in the country of the defending party. So

31:40

which meant that if I say an American supplier

31:43

brought a case against you as a British institution, then it would be heard in Britain, which would might be seen as a deterrent to them forever doing that. So sometimes things like

31:57

some things like that. Um,

32:01

would work as a compromise, and I can see that Dimitris has

32:07

said that. I think more or less in his comment there.

32:12

Umm, I feel like I've sort of

32:17

urge you a bit by going on a back governing law,

32:21

but yeah, only because I know that it is a big deal for an awful lot of organisations. Greg, you've mentioned there were a couple of questions. I think we've got time just to touch on them.

32:35

OK. I had one other one that came through a bit earlier on around and whether there were any accessibility requirements for this type of document. So licenced documents that we're talking about today.

32:49

Um, it's a very good question. And um,

32:55

I, it's one that I don't know the answer to with regard to documents of this kind,

33:04

to be honest.

33:06

But yes, I can see that that's an important issue. I'm sorry that I'm not able to answer.

33:16

My personal sense, Ben, is that it would be reasonable to request an accessible version should there really be no? Should there be difficulties in parsing the licence in one form or another,

33:27

and that seems a reasonable request to make. And it would be a shame they were providing something that was genuinely

33:35

inaccessible though.

33:38

Absolutely. Yeah.

33:43

I think that's all the ones I noted.

33:47

OK. Umm,

33:49

well, thanks for your input there. There's obviously a lot to go through in that exercise. So thanks for tackling it. Um, if there are any more questions, There's time at the end of the day. Or

34:02
drop them to me personally

34:04
if you like after the session.

34:09
Umm,

34:11
yeah. But thanks for thanks for your engagement there. I'm going to hand over to Greg now.

34:17
Um, I'm going to stop sharing

34:23
my screen and I'm going to turn my camera off. I don't think I need to do anything else to do it.

34:32
Thanks.

34:35
Hi everyone and hopefully you can see my screens,

34:43
or rather scream. So

34:47
as Ben mentioned, this session is of primary interest to higher education

34:54
and organisations on the in the session today. It's an exercise ultimately in thinking about the nature of authorised users,

35:05
and

35:07
it's going to run until lunchtime. The focus is on transnational education, which I'll cover,

35:16
but you may find if you're a higher education entity, you may be interested in UK collaborative ventures as well.

35:24

We will touch on these kinds of activity again this afternoon, so there'll be more time to come back to them. But if in previous sessions, there's sometimes been a subset of individual institutions on the call that are interested in that. And I'm happy to stay on beyond the end of this if people want to talk about that specifically.

35:45

And so we'll get cracking. And I can see that there's still a few sort of questions to pick out in the chat. So I'm sure that

35:56

Ben can scoot through while I'm speaking and perhaps address some of those or pick them up after lunch

36:03

on my phone.

36:05

So my name's Greg. I work here at JISC with Ben and I deliver JISC service transnational education licencing.

36:17

It's a service that is optional to higher education members of JISC and it's specifically designed to assist in each institution and subscribers to the service collectively to help them navigate and resolve some of the challenges in this particular area, which is long and well established as a problem space for higher education in the UK.

36:49

So it's also known as TNE licencing for Tene and I'll refer to it as TNE throughout transnational education.

36:57

So what is that? What is TTNE?

37:01

Well, this is the UK I definition, so this is the sense that UK universities would have of it.

37:08

Ultimately, there's about educational scenarios that take place outside of the UK. In this particular case,

37:17

where students are based outside of the UK, but it's not traditional distance learning. They're studying in a scenario where they might actually be based at a collaborative partner or an overseas branch campus

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and

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and so that's what we're talking about here.

37:38

You may already now be thinking, well, great, I don't have to worry about T&E

37:43

and that's great. You can start perhaps thinking about lunch or listening to this and thinking about what you might do should the situation arise for you where it's be likely.

37:55

However, some of you, many of you perhaps, will be thinking that you do need to worry about TN E and the feeling if you've navigated it in any way, shape or form. Might be similar to experiencing some of the road layouts in the UK and wondering whether you'll ever be able to join them or leave them when you meet them.

38:17

Not sure if anybody recognises this particular structure, but I'll come back to it.

38:24

So I'm going to talk a little bit about the context, because I think what I'm trying to do is help frame how these students relate back to institutions, because that's not always clear.

38:37

So the library context is the key component here because it's the library that's licenced and the licence in the contact, the content that they wish to deliver and support students in this, in this scenario or these various different scenarios. And they're often described in various ways that are quite difficult to unpick. Licences can be unclear or uncertain.

39:00

Publishers may need to be engaged with clarification.

39:04

There could well be resourcing implications, and indeed limitations about cost that might be associated with that.

39:12

There are inferred and implied and ultimately real technical challenges for managing access in this context,

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and sometimes the relationships and the pressures that they bring may be out of step with what the library can offer. Finally, they're often delivered or predicted to be delivered under sort of short time frames, and libraries have sought to respond from the institution quite quickly on matters that are actually quite complex. Often

39:48

it's quite common for libraries to be responding in a spirit to speculative scenarios,

39:56

or even discovering something that already existed that the library had no idea about. Perhaps a overseas site that they weren't told about?

40:05

They're often dealing with trying to sort of join up the ends of expectations between

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what content is expected to be delivered and may be made available in support of these scenarios and that which can.

40:22

And sometimes institutional experience is hung around a concerted effort to resolve a complex partnering profile of activity that takes place overseas and potentially within the UK.

40:38

Um,

40:40

and typically you're asked to do this without any real certainty about how closely affiliated contractually students in question might be, and indeed the staff that are involved as well.

40:55

Ultimately, what

40:58

libraries are trying to do when they're at institutions and supporting them where they've got this kind of collaborative scenario that's typical, is to be flexible and accommodating and try to deliver parity of access with limited administrative budget burdens or financial implications.

41:19

They're looking for something that's clear, repeatable, transparent.

41:25

They're wanting to understand what the level of commitment is to students, how many students they might be, where they are and they want to understand more and build relationships with those provision scenarios, those collaborative educators that might be involved say.

41:43

But they also want a strategic response where they need to build a shared and consistent response or some language around what they've got going on at their institution that they can convey simply to content owners where that's necessary.

42:00

And usually there's no financial ability to absorb this activity within the library.

42:07

So alternately, this is about who can access your licence resources

42:13

from this landscape. Can any of your student scenarios be accommodated by your licences already?

42:22

So can they be considered authorised users? And if so, for which content offerings?

42:30

And I think this is probably where the journey onto what's known as the Magic Roundabout might begin, particularly if you're thinking across all of your content offerings.

42:42

This is the licence grant that Ben touched on in an earlier session, where it makes specific reference to the relationship between the licenced material and the permitted use of that the delivery to the notion of authorised users. And one of the key components in this particular space is secure Authentications managed access to it.

43:08

This is the authorised user definition within a DISC model licence. And we've talked about licences varying within the GIST model licence or in comparison to it with vendor licences that we've had some challenges with just this morning to look through. But this is the authorised user definition of what it means and I've highlighted the term registered because it means something within the UK higher educational context and it's a clue to understanding,

43:41

at least for GIST licences where student bodies of this nature might fall.

43:49

So this is the notion of registration

43:53

in an educational scenario. Overseas

43:57

it is possible to be registered with the reporting UK university. So your university, if you're working at 1:00,

44:06

so the students could be registered with you and studying with you,

44:11

or they could be studying for one of your awards,

44:15

but doing so where the contractual proximity to your institution is actually less clear, less certain.

44:25

This is how

44:27

higher education, the Higher education statistics agency who do statutory gathering of data from the university sector, define registration. And this is the notion that underpins the Just Model licence.

44:41

There's a contractual relationship for educational services at play

44:45

that is donated by the term registration. You've may find that the language is employed at your institution, but I would urge caution. What we mean is this, and we align to statutory reporting for that purpose.

45:04

As we've seen this morning, other licences that are not designed in the same way or laid out in the same way as the model licence may not be as easy to use

45:14

and

45:16

and the job then becomes parsing multiple licences that may not be as clear And when you've got some uncertainty around the students to begin with, that can be more difficult to kind of work through.

45:28

Publishers may see transnational education or TN quite differently and they may not understand it so well.

45:35

And also as Ben touched on, you might be dealing with aggregators, particularly potentially in the business area where a lot of transnational activity takes place. And they may also not really understand the educational sector, depending on the nature of the content that offered. As well, not all, not all content licences that you'll take will be geared to educational provision.

46:01

It's quite common that transnational education or collaborative partnerships of one kind or another

are not really spoken of clearly within the licence. You may sometimes see the transnational educational partnership is excluded, or that a fee might apply,

46:20

So

46:22

all the students you're authorised users. Well, fortunately we can help with that.

46:31

We've developed an approach after working with many institutions for a pilot period of time

46:40

to help clarify how we deal with this landscape.

46:45

It's based on the higher education statistics agencies

46:51

data sets. The aggregate offshore record or AOC, which underpinning it includes some data definitions that actually relate back to this notion of being registered across 4 what's known as four type of activity codes. And they matter from the point of view of deducing or kind of helping shine a light on the contractual relationships that the reporting implies

47:22

for our model licences. In the first instance,

47:27

contractual information, contractual scenarios that are clear

47:31

are aligned to our authorised user definition. And those the first three codes that I showed you just now actually cover those students as a matter of course by the language of the licence.

47:44

If reporting is accurate, they should be authorised users by the terms of our licence, but they should also have that educational contract I referred to previously, and if they are, then no fees should apply in that context within the terms of our licences.

48:02

And here they are again. You'll notice that Code 3 includes distance learning

48:08

that's well understood within publishers and vendors experiences and is rarely A cause for concern or issue

48:18

code. One, as you'll see, is an overseas branch campus. Typically that would be a wholly owned and devour bricks and mortar overseas, but I would advise wariness or caution because the language of

48:34

marketing may create a veneer over what is in reality something quite different.

48:40

Overseas branch campuses are a relative rarity and it's more commonplace that you might have something collaborative with another educator. And in fact, the most common form of overseas scenarios would include those reported typically as students in Code 2 and Code 4. They're collaborative entities and they either have students registered with the UK university

49:08

or that contractual relationship goes directly to the partner

49:13

and that has implications for licences.

49:21

Jessica's developed a notion of something we call an additional authorised user to respond to those scenarios that are reported in that code bracket that aren't automatically or neatly aligned to our authorised user definition. As I said,

49:38

these students cannot be considered authorised users because that educational contract is with a third party. Hence they are additional authorised users and the licence would need to be extended to accommodate them.

49:53

The nature of the partnership and the numbers will dictate how complex that can be, but you still need to be able to manage access accordingly. And you may have an advantage if you can actually block access to scenarios like this where the student contract is more distant and the library might be taking a risk

50:18

to

50:19

to provide access to such a provision scenario.

50:27

So they don't meet our registered definition and they would be registered with a third party. By extension and implication,

50:37

we extend licences through an addendum

50:40

and this has a definition of additional authorised users that I've laid out.

50:47

You may therefore be subject to the additional fees that I've suggested might be possible.

50:57

We've defined that and illustrate that that fee could be set at 0 if necessary, or if the publisher doesn't wish to make charges.

51:08

It may also be a quotation based process whereby

51:12

some information is shared about the scenario and the quotation is generated based on the transparent pricing structure that we oversee here at Jisc for licences that are extended in this way by us.

51:26

We also define the partner organisation as being a scenario that is different to those that might be covered by those authorised user scenarios that we touched on

51:38

briefly. I'm going to touch on some advice and guidance around this and some best practise and some signposting for what to expect.

51:47

Because not all relevant content for TNE is actually under the

51:54

governed by their just model licence and you may well be dealing with vendor licences.

52:02

This is often a retrospective activity where you're untying some knots that which may have been in place in fact for several years, possibly even a decade.

52:15

So if you're just starting to feel your way or make sense,

52:19

do you need to understand what students are on your books? Maybe use this notion of registration to understand your student body better overseas, and to understand where your risks might be and where you feel more responsible from the library point of view, or more willing or able, in fact, to be able to address your registered student populace should you have one.

52:44

Your institution needs to be engaged with conversations with you and you engage with them, and that can be tricky.

52:50

These things can take time to articulate. Library needs aren't always well understood.

52:56

We would recommend you focus on situations where you understand what content is needed and if it is needed because content isn't always needed.

53:07

Focus on what content is needed

53:12

and where that content is likely to be delivered

53:17

and also factor in and think about technical challenges, authorised users and additional authorised users. However, you may wish to define them locally.

53:30

Provide you with a challenge to what was once a simpler arrangement where your licence is and your users overlap perfectly and there wasn't really any complexity.

53:40

This is a scenario where it's more complex to navigate.

53:46

You need to adopt some clear and consistent language with vendors, and you need to again allow some time.

53:54

I'm afraid you probably do need to anticipate fees and be prepared for negotiation,

54:01

but I would encourage anybody to seek transparency about pricing when looking for any extended access if that was necessary. Try and get that in writing. There can be a tendency to kind of put things through on the nod

54:15

or do things verbally, and that might not be ideal for you if your risk approach at your institution wouldn't allow for that.

54:26

And also be prepared, the expectations of your institution and the vendor response may be at odds here, even for scenarios that you might consider to be legitimate. So the notion of registered TNE students,

54:45

if these matters are very important to you, you may wish to take more collective action and adopt the language and principles of our approach

54:55

to continue to build this shared understanding and this language with publishers and vendors around this area.

55:01

And if it's very important to you or if you've got new situations you're needing to navigate or a lot of things that you're needing to make sense of, you might wish to consider joining the service as well to gain additional support and to help us fashion consortial responses to this problem where that's possible.

55:23

And this is just a slide to kind of highlight the sorts of things that we can help your institution with.

55:30

Should you think that that would be something for you,

55:36

I'm going to pause now for questions and I'm going to just check the chat.

55:59

So I've got a couple of questions,

56:03

so I will just address a couple of those before we break for lunch.

56:11

Say Charlie you asked the overseas branch campus would need to be listed in a licence, is that correct? Well, if a licence requires sites to be listed then yes. And I would just hazard caution understanding around the notion of a branch campus and whether it's indeed reported as such. But yes, that would be that would be the case where licences are site based. Typically that might be a North American licensee

56:40

and but again

56:42

it would need to be listed provided that you were wanting to and expecting access to be delivered there. I think

56:52

I've had a question about Code 4. So that would be the scenarios where the students haven't got a contractual relationship directly with the UK university,

57:04

and so why can they not be treated as being registered at the UK university in that context? They're still studying and they've paid on their courses. Well,

57:17

it's to do with the distinction between receiving a UK university award

57:22

and being the registered students of that institution. So

57:28

collaborative education provides a split scenario, and that's what this is. It's often referred to as validation. Validation is where the award of the UK university is delivered, but the university may not be involved with the teaching and learning or even designing the course,

57:47

and so that's why the students are more closely aligned to the partner organisation and there's no clear evidence of contractual relationships with the UK.

58:03

I'll answer the last couple of questions before lunch if that's OK

58:08

and

58:09

Nicholas asks for a licence that includes or allows use for additional authorised users with the vendor. Require the institution to have some sort of contractual relationship with the additional authorised users. Even though the AU's are non registered.

58:25

Nicola if we were able to, if Jessica's been able to extend a licence for additional authorised users, we've defined them in this way. We've defined them in relation to higher education reporting responsibilities.

58:39

It is therefore the case that the publisher will have had conversations with us about the notion of what this means, and also built a formalised extension to that licence that actually relates to this type of user. If you're talking about other vendors,

58:58

all of their responses are unique to them?

59:05

Deans asked

59:08

Often libraries are not privy to the actual registration status of students, so tend to rely on. Do they have an institutional login to identify as authorised users?

59:18

Is there issues taking this approach? Well, Dean, yes there is and there is.

59:24

Institutions will add individuals to systems for the purposes of awarding degrees,

59:32

in addition to those scenarios where students need direct support. So you may have a mixed economy and you may be delivering content by default

59:44

as a library to students that you might want to take a closer look at. Potentially, given what we've talked about today, O, there is a potential risk and in theory you could be in a scenario where your library is being opened up to be delivering content automatically to the students of a third party.

1:00:05

Without your control,

1:00:10

hopefully that makes sense.

1:00:16

OK. We're coming up to lunch and I don't want to keep anybody from lunch because that would just be that would just be unwelcome.

1:00:26

If anybody did want to talk about UK collaborative scenarios and the specifics around that, I'm very happy to stay for a few minutes. But otherwise, I think probably that's us done until this afternoon session.

1:00:42

If you would like to stay on to talk about UK collaborative scenarios, if that matters to you, just drop me a line in the chat and I can hang around.

1:00:58

1:01:27

Becky, I'll stay on

1:01:30

camera and mic and I'll give you an answer to your question while I'm here.

1:01:35

And so your question is how about exchange students for a period of time, and whether if that's a similar case. Usually exchange students are simply your students for the time that they're with you,

1:01:48

and so they can be reasonably granted access to your services just by that very nature,

1:01:56

and there should be a parallel process for them at the other end.

1:02:01

Hopefully that helps.

1:02:10

Good.

1:02:24

OK, I'll give it just a couple more moments to see if anybody wants to stay on to talk about UK collaborative scenarios. And if not, then I shall disappear from my lunch too.

1:02:54

OK, I think that's fine. So I'm going to leave it there. Have a good lunch and I'll see you on the other side. Thank you.

1:03:02

1:03:21

All right. Welcome back

1:03:23

everybody,

1:03:26

and welcome to

1:03:28

the final session today.

1:03:32

This afternoon we will be

1:03:36

building on

1:03:40

Greg's presentation before the break, which as you recall

1:03:46

will be about was about

1:03:49

extending

1:03:51

the licence fees that we have

1:03:55

in our institutions

1:03:57

to

1:04:00

additional authorised users beyond our

1:04:04

cool cohort

1:04:09

of which the most common

1:04:11

situation is

1:04:14

overseas partners or transnational partners.

1:04:18

So we will be looking at those also

1:04:24

our partners here at the UK and abroad.

1:04:27

Umm.

1:04:31

We'll also be looking at extending licences to other groups.

1:04:37

Umm.

1:04:39

Including

1:04:42

alumni

1:04:48

and if we get time and umm, if anybody finds it useful, uh, the particular scenario of extending

1:04:58

umm

1:05:00

a university or a medical schools

1:05:04

licences

1:05:07

to users at

1:05:09

allied NHS Trust users at allied NHS Trusts. That's quite a specific scenario, but it applies to

1:05:20

some people. So we can look into that if anyone would

1:05:25

find it useful and

1:05:29

the

1:05:30

what are we going to do this is to present certain scenarios for you to look at where we don't have breakout rooms I'm afraid. So you're going to have to get sort of go away and look through these on your own.

1:05:49

I suppose if there are those of you who are here with colleagues from the same organisation, you could get together

1:05:59

and do them together.

1:06:00

Um, but the way we're going to do it is to talk through

1:06:05

the scenario. Then I'll give you

1:06:09

55 or so minutes

1:06:13

to work through it and think of some answers.

1:06:16

Um. And then we'll come back

1:06:19

and discuss it together.

1:06:22

Subtle. Makes sense.

1:06:25

So

1:06:27

the first

1:06:29

scenario

1:06:32

that we have here is around extending licences

1:06:37

2.

1:06:39

Our universities partners abroad and the idea is that you're working in the library of

1:06:48

this UK university, University X.

1:06:52

UK University X is planning

1:06:57

on working in partnership with the university

1:07:00

in China,

1:07:02

and the idea behind this is that students in China will be registered for a degree with University X

1:07:10

and they'll spend two years in China and then come to the UK for their last year.

1:07:16

And during

1:07:17

these three years,

1:07:20

the expectation is that they will have full access

1:07:25

to university, access library resources, full access to all resources.

1:07:35

One thing you've heard is that some publishers consider China as high risk with regards to users breaking copyright restrictions and downloading multiple copies of journal articles.

1:07:47

So just to throw that one in there as well.

1:07:51

So

1:07:55

think of the next 5 actions you would do if you were working in the library

1:08:02

and given the task of

1:08:07

enabling full access to all the libraries online resources to this cohort of students.

1:08:16

So

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I'll give you 5 minutes

1:08:24

to think about that.

1:08:26

As I said, we don't have breakout rooms,

1:08:29

but you can think about it on your own. Or if you're together with colleagues or can communicate

1:08:36

with colleagues, you could talk about it between you.

1:08:40

Just try and think of five things.

1:08:45

The next five things, perhaps the first five things you would do to prepare

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and we'll come back U

1:08:56

10 past

1:08:59

and go through some of them.

1:09:03

1:13:29

OK. How's everybody getting on with that?

1:13:34

Umm,

1:13:36

what sort of answers did we have there? Feel free to speak or type things in the chat. And I'm going to invite Greg, if you're around Greg

1:13:48
to, umm,

1:13:50
talk about some of these things, that's your area. How can you see the chat?

1:13:57
Thanks, Ben.

1:13:59
Yes, hopefully my

1:14:03
hopefully you can hear me. I'm just making sure my mic's on. Yeah.

1:14:10
So yeah, some of the questions that are coming through refer to what we were talking about before lunch. This kind of understanding the notion of registration status and how that and how that remains or doesn't remain the case throughout three years. I think that's prudent. I think that gives you a starting point away into kind of unlocking what might be possible in terms of supporting the students. So I think that's I think that's a reasonable start.

1:14:39
And yes, determining what, if any, access would be provided by materials by the university in China. Yes, collaborative partners are often self-sufficient, irrespective of the registered status. Do the does the library need to supply or support them? Is there an existing service that students can draw on?

1:14:58
Yes, And coming back to the notion of registration, Karen checking if the students from Theresa returns, Yes, specifically how they may be reported.

1:15:10
But what I would actually say here is that

1:15:15
you would be establishing well how they are likely to be reported as it's a speculative scenario and you may not know that and indeed your institution may not know exactly how they're to be reported. So you do you're sort of wanting to define divine some information from your institution in this context.

1:15:43
I'm just reading some of the other responsibility responses so far.

1:15:49
So Claire's laid out some five steps around what type of user will that be classed as within the licence yet? And the relevant licence is indeed because they'll vary.

1:16:06

Claire you suggest in in engaging or potentially exploring other institutional scenarios with similar arrangements, and if so, how do they work? I think that's fine in principle, but I would just caution you around semantics and language and attitudes to risk and institutional approaches around that. Because

1:16:29

a provision scenario may be equivalent directly, but the response to it might be institutional specific

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and so just wouldn't extract too much confidence from what another institution is doing necessarily without being certain it's comparable.

1:16:48

And

1:16:51

we've touched on other institutional content offerings and support there.

1:16:56

UM, monitoring access is something you're going to need to be able to do and potentially block access as is required.

1:17:07

And getting a sense of scale would be a good idea. Some scale is much greater than others in this context. Generally these relationships are programmes of study, but you could be dealing with very large numbers that exceed that notion, I think,

1:17:28

yeah, there's a few references to the other institution and I do think it's worth trying to understand that. If you can establish that that can be quite hard,

1:17:48

yes. I like Liam's response in particulars. It's sort of rooted in quite a reality that I recognise from my days working in a sort of what I would describe as promiscuous university

1:18:01

and so that would be well worth having a look at face.

1:18:09

Should we have a look at the responses we've suggested? Yeah. Should we bring up a? Yeah, she'll bring up our slide and then we can sort of talk a little bit more.

1:18:20

I think, Vicky, you've got control at the moment.

1:18:25

Ohh, there we are. There we go.

1:18:28

So yes, we talked about are they our students? And we say that because there's this tendency of institutions to communicate to their library that they're all our students in inverted commas. But what we talked about before lunch highlights the contractual distance that could be at play that would place the library at some risk. And to do that, you might want to. You might want to refer to how HEISA reporting is working or will work.

1:18:59

You may need to therefore explore how you might manage access.

1:19:04

UM,

1:19:07

again, we've touched on another institution operating in this way, but I would just add the caution I just did earlier on

1:19:15

you may need to cost, this may cost money. And so you might need to be open to that possibility and to understand what those risks might be in terms of cost. You might want to understand the numbers involved to give you a sort of finger in the air relative ratio if you like, between your standard student population and what this would add to it to give you a feel for potential costs

1:19:39

and then yeah, some understanding about what the Chinese institution in question would be offering. I think the only thing I would wrap this one U with is that the idea here is to kind of focus your mind on the contractual relationship between the student and just to be sceptical

1:19:58

and to try and understand as best you can.

1:20:11

I'm sorry, I just gone back to the chat. I meant by a promiscuous University was one that was engaged with great deal of partnering and collaborative activity, and it's just how I remember it fondly and affectionately.

1:20:27

But yeah, there's lots of good stuff in the chat, much of which I think echoes what we've already talked about.

1:20:38

Yeah, some good quality alliances there. Should we move on?

1:20:42

Yeah, to the next

1:20:45

scenario

1:20:51

and this is to do with partners at home in the UK from our point of view.

1:21:00

So in this one we're still at UK University Ex, who are also planning to work in partnership with a local further education college

1:21:11

to offer programmes of study at degree level.

1:21:16

The students will be registered with the Fe College and we'll study at the Fe College, but University X will award their degrees.

1:21:27

You've been told that they will need access only to online content that supports their studies, so not everything that the library offers as in the previous scenario, and you've been asked to consider what services the library can offer them. Again, think of the next 5 things you need to do and I'll give you another 5 minutes if you want to put things in the chat during those 5 minutes. If you know if there's anything that needs clarifying,

1:22:00

please feel free

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and we'll come back

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in about four or five minutes time.

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1:27:11

OK. I can see that some people have been putting things in the chat already. I might ask Greg for you to come in again. Some people have been talking about walking access and whether this would be

1:27:26

a solution.

1:27:29

I'm sort of guessing, not really in this case.

1:27:33

And a lot of people have picked up on the idea that they only need access to a small subset of the libraries content. So

1:27:42

authentication and access are going to be quite important.

1:27:46

Yeah, yeah. So, So this one is quite common and we wanted to contrast it with the first one where there was most likely contractual proximity or affiliation with your university and you might have more

1:28:02

obvious flexibility, particularly when it came to licences that were governed by DISC licences, say in this situation. The scenario is one of validation and we touched on it earlier on, and it's quite common when higher education is working with further education partners to deliver higher education in further education environments.

1:28:24

And in this case, the students are registered with the partner. And this is going to provide some questions that need to be answered around whether or not that results in the contract being with the partner and whether they've got any ability to support them in the first instance. Because these really are, strictly speaking at least the students of a third party, irrespective of the ambitions of what's happening here, at least when it comes to the way in which licences operate.

1:28:56

So I'm just going to go back to some of the kind of comments that we've had so far.

1:29:02

And

1:29:04

I think people are right to draw out the selective nature and I would also highlight that the selective nature might combine with quite small student numbers. UK collaborative provision scenarios can indeed, at least at the beginning, start small,

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but I think the red flags here for me reading this scenario would be it sounds likely they're going to be registering with the third party despite the fact that they might need less content. And hopefully in

this scenario you'll know what sort of content that they might need which will help you narrow your focus. But it's true that authentication issues may well follow to selectively provide that content support if you're able to extend licences or your licences allow for it,

1:30:05

yes. I mean the idea about walk in scenarios, it may not. It may not be valuable because the partnership might be spread throughout the country. The entities in question, the institutions that are partnering, might be quite far apart geographically, even though they're within the UK,

1:30:26

but it might work depending on where the students live.

1:30:41

Numbers of students again make sense.

1:30:50

Claire has mentioned tutors at the college that they the people teaching and whether they would need access and this is something that I think we find some suppliers and publishers are very wary of. Is opening their resources out to teaching staff

1:31:09

other organisations? Yes, yes. I mean it's probably worth underlining, isn't it, that from a just model licence point of view, authorised users are

1:31:20

the students who would be considered authorised users along with those that teach them. So there's provision within our licence to extend support to both authorised users in the student context and those that teach them. So even if those were the staff of the third party for the purposes of supporting an authorised user cohort, then our licence would indeed uncover them. In this scenario it would be more problematic and as Ben says,

1:31:49

it might well be that vendors will indeed accept the students in the area but be very, very sceptical or indeed questioning of the staff, and that can present real problems. A situation like the one we're talking about is likely to have a part within the context of further education that might not have

1:32:09

a great deal of infrastructure in the partnership might be built on one of the foundations being support from the university, and that might well have included an and an assumption. Perhaps that library could support it.

1:32:23

So there might be a lot of expectations here,

1:32:31

and I think that comes out in aspects of what Leah was saying. The only thing I'd say Liam mentions about establishing the heater code. Those HESA codes correspond to transnational scenarios. The UK collaborative context is a bit different and so student reporting may help you,

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but it may not because you may not have easy access to understanding that in the same way that transnational reporting works. They're slightly different, but it could well be that the students would be on your HESA return anyway, your statutory return of student numbers. In this case it's unlikely they would be because this is a validation scenario sub contractual ones or franchise. You might find that that's the case,

1:33:28

unlocking the idea of prioritising resources as well, because this is a subset. And so thinking about where you're going to target your efforts and think about this provision as essentially a white list of what you can offer might be the best way to go forward.

1:33:54

Yes, I mean just scrolling down and Joan mentions help or advise the FAFE College on direct licencing and resources for Fe or two Fe. I think there is something here about managing expectations, building relationships and building support for institutions that might not have the infrastructure or might not have the obvious go to resource offerings. Economics will play a part. But actually often these relationships are forged in this manner in the type of scenario we're talking about

1:34:27

where the Fe College is looking to become an HE provider officially and may want to seek a higher education award powers over time if they deliver a hybrid of further education and higher education.

1:34:47

Should we have a look at our responses? Yeah. Thanks, Ben. If we can move on to the next slide,

1:34:53

here we go.

1:34:54

So, so again

1:34:57

the question of are they our students. So we said we remain sceptical and in this case we're thinking they might be somebody else's students and indeed the HESA return or the nature of reporting that I touched on earlier might highlight that authentication is going to matter here. Because where you might have been able to take more bold approach with the last scenario despite it being based in China, you might have concluded that from a risk based point of view, these were reasonably registered students of your university.

1:35:28

Whereas in this particular case you may not feel so confident. But it might come with costs based on the sort of things we talked about already about infrastructure and abilities to support the students locally at the Fe College.

1:35:40

But you will need some kind of way of either mitigating risk technically with authentication or how you

present the offering in some kind of way. And again options to explore it with other colleagues and at other institutions. But I would advise just to be cautious about making assumptions based on that.

1:36:04

It's possible you'll end up paying extra in this scenario, or you may end up finding that it might be too difficult to extend the licences because they're considered a third parties

1:36:15

and but the scale may be to your advantage here. Fe scenarios tend to be quite small at the outset. At the very least, we've touched on the teachers and their status in this context, but they may prove a problem.

1:36:28

And we've talked in the chat, I think, quite a lot about prioritisation, which I think makes sense in this particular context. So I think it's good.

1:36:40

Yep, good answers again there. Should we move on to the next scenario? I'm not going to give us so much time for this one, but this is

1:36:51

do with alumni, which

1:36:55

somebody mentioned yesterday and I know it is

1:37:02

an issue in a lot of

1:37:05

universities now.

1:37:09

Universities want to engage their alumni, and

1:37:15

an area of engagement that has been identified is the lack of access to online resources. Decent online resources after leaving university and there's a lot of

1:37:30

certain amount of pressure

1:37:34

on university libraries to open up their resources to access by alumni. Often like the partnerships coming down from higher up

1:37:49
in the organisation.

1:37:52
So let's have, I don't know, 3 minutes to think about this. Um, what information

1:38:00
do you need to know in order to give remote access to your libraries, online resources to alumni? And the key there is remote. Obviously if they were there in person, if they were walking, then the issues would be much, less, much slighter. But we're talking about remote access

1:38:22
to online resources. Just have a few minutes to think again. You can put things in the chat while you're thinking

1:38:30
and then we'll come back

1:38:34
and go through these in a few minutes time.

1:38:37

1:40:54
OK, I'm going to come back in there. There have been some good

1:40:59
responses already in the chat,

1:41:07
particularly from

1:41:10
Claire Thomas who has given a good list of numbered points there.

1:41:22
Somebody mentioned working with Jay Store. I've lost them. I can't remember where they've gone, but JSTOR are one of the vendors who encourage

1:41:33
alumni access. I think they might charge an additional fee. Um,

1:41:40
but ohh. It's Kirsty. Kirsty. Nicole. I can see you now.

1:41:47

They are an organisation who have sort of an established means of dealing with this.

1:41:56

Other people have mentioned

1:42:04

how long people have records of their alumni and how long does their the Alumni University e-mail address remain active. I think

1:42:17

we can assume that

1:42:20

what

1:42:21

the university wouldn't be doing would be to offer access to

1:42:27

all alumni, but it would probably be a subset of those alumni who have joined the alumni

1:42:35

association because it's a sort of commercial incentive to join, I think having access

1:42:42

to these resources,

1:42:46

unless of course your organisation, your university, makes all alumni members of the alumni association automatically,

1:42:58

Charlie has said Does anybody know about a publicly available list of vendors that typically consider alumni to be authorised users? And that's something we can look at in a SEC.

1:43:09

Umm, Luke has mentioned additional costs for alumni access or packages, which a lot of vendors do have. I mean, there's the potential there for massively increasing the number of users that are going to be eligible to use this report.

1:43:27

UM layer has mentioned UM login credentials again, which is

1:43:33

good. Umm,

1:43:36
the technical considerations?

1:43:40
Uh, Katie has mentioned how, how, how access is

1:43:49
enabled, and she's also mentioned which was going to be my next point. Are there going to be extra concerns about the potential of them using it for commercial purposes as they're no longer inactive?

1:44:01
Education, Which comes back to a point

1:44:05
I was making yesterday. If you remember when we talked about the specific example of staff in the Estates office or the business development office and how they qualify as authorised users.

1:44:19
But then their use of the content has to be monitored

1:44:25
and this is something that we have to be wary of when we are extending our user cohort. Because as I said, all those things

1:44:36
in the licence

1:44:38
that refer to

1:44:41
what an authorised user can and can't do. And now I'm going to alley to this

1:44:47
new cohort and you have to be able to monitor that usage

1:44:53
and um,

1:44:56
take action

1:44:58
if

1:44:59

you become aware of any misuse. According as we said yesterday in the Gist model, licence according to your own internal policy. So if you have opened up

1:45:14

message to this huge group of alumni, can you monitor their use?

1:45:19

Can you take steps

1:45:23

to Umm

1:45:27

police it and take action

1:45:31

sufficiently if misuse is detected?

1:45:37

But some very good points made here. If we go on to the next slide, Vicky, we'll see

1:45:43

the things that we came up with. Um,

1:45:47

we've mentioned local policy.

1:45:52

Is this the benefit of alumni membership? Is it charged for?

1:45:58

Umm?

1:46:00

Could that be seen as a commercial use of the product if you were

1:46:06

including it in UM

1:46:09

Alumni Membership?

1:46:14

On the right of that slide there, you'll see a link to the Alumni Library Forum, which is a group

dedicated to this very issue of opening U Library resources to alumni. Now I haven't had much to do with them for a few years, but they did used to have

1:46:34

their own discussion groups and webinars

1:46:38

and conferences I seem to remember.

1:46:43

I'm not sure how active they still are, but the other thing they used to have on their website was a list of

1:46:51

suppliers who routinely make things available.

1:46:55

Umm,

1:46:57

or willing to make their content available to alumni and we've listed some of them on there. But again,

1:47:06

I haven't checked it for a while, and that I can see from looking at that list that it's a bit out of date. But if you go to that link there, if you're interested in this area of library activity, they have some very useful resources there.

1:47:23

Umm,

1:47:29

no. What should we do? We have Ohh. Charlie said that the website no longer works.

1:47:36

Have to look at that. Maybe if you Google alumni library, forum, or maybe it's just so out of date that

1:47:47

I hope they still exist because they were a very good resource.

1:47:57

So we have 1/4 of an hour left.

1:48:04

We have another scenario to look at, which is around UM

1:48:11
extending licences to people at

1:48:16
teaching hospitals and NHS trusts.

1:48:26
Or we could deal in the last 15 minutes with other general questions that have come up over the last two days.

1:48:37
What do we want to do? Shall we? I don't know. We could have a show of hands. Should we try that?

1:48:42
Umm

1:48:45
for

1:48:48
the NHS, Let's vote for the NHS Trusts scenario.

1:49:04
Ohh, OK. I'm getting quite a few hands there.

1:49:09
Yeah, let's give it a go. We'll just do it quickly. Umm,

1:49:13
so it's a similar scenario. You're working in the library of your university, which has a medical school,

1:49:22
and your manager asks you to provide a checklist

1:49:26
of what you would need, of what would need to be considered in order to provide remote online access to users, to

1:49:35
NHS Trust hospitals,

1:49:38
to journal content licenced by your university

1:49:47
and UM,

1:49:54
feel free to type in the chat.

1:49:59
I was just going to see if I can find the alumni forum and what happened to them.

1:50:03

1:50:29

1:50:54
No, they seem to have disappeared. There's a Twitter account but that hasn't been active for a while.

1:51:00
Umm, I shall have to address that before the next

1:51:06
the next

1:51:08
webinar. It's a shame, but it's taught me that I should check all my slides every time before doing it.

1:51:15
Let's have a look at what people are saying at about NHS trusts.

1:51:24
Hannah has said that it's an issue for her library and that she's had an issue with it. Recently,

1:51:32
Charlie has said that hospital users should be faculty or students at the university

1:51:41
could provide walking access.

1:51:46
Annabelle has raised the question of whether NHS use qualifies as educational use.

1:52:05
Yeah. And Patricia has mentioned that some publishers allow an NHS access, so they don't have to be faculty or students. But this often comes

1:52:16

with

1:52:17

an extra price.

1:52:27

And Layer, again has given a very good list looking at similar things that we've talked about in other scenarios. Greg, do you want to come in?

1:52:35

Yeah,

1:52:38

yeah. I was just, I was just about to say that I think one of the things that's that's often in the mix here is understanding the why. Because as people have mentioned, if if people have got experience of this, the NHS provision

1:52:54

is actually myriad when it comes to the support provided to those associated with the NHS. So if they're not directly students of URLs and they're kind of going through some kind of training arrangements. So there's a bit of a distance there. They should still have access to the NHS core content and regional trust based offerings and it might well be that they have everything they need anyway. And I think one of the reasons that this was kind of possibly on there kind of should we, should we cover this or not

1:53:25

list was that actually I think that offering and that support locally I think is better communicated and better accessed than maybe what it might have been when this issue was more live. But I think it still crops up definitely

1:53:43

and but that's all I was going to add is that they definitely will have local access and support. It's just making sure they have it. The

1:53:54

what I think might have contributed to that shift over time is the fusing of local university and trust activity when it comes to supporting these scenarios. Sometimes universities actually deliver library services into some trust scenarios. I've heard that and that might be another reason why this is more readily solved than it might have been because it's become part of business as usual. But I think it's a bit variable.

1:54:25

I think the content content often varies as well. The NHS provision tends to concentrate on clinical content and it's the access to the research content

1:54:36
that they lack, which the university

1:54:40
might have. Vicky, if we just go to the last slide, we'll be able to see

1:54:45
the things we came up with.

1:54:49
And again, um,

1:54:54
we've looked at what content is already available through the trust itself, through Nice,

1:55:03
which is the sort of universal the national offer

1:55:09
for online content to the NHS.

1:55:14
And ohh, another thing that's out of date? Health, Education England. They're not called that anymore, are they?

1:55:21
I can't remember what they are called now,

1:55:24
but they have

1:55:28
content as well. Again, looking at

1:55:32
any universities who've done this already, ones that I know here in London are Kings College

1:55:40
and the London Medical Schools Procurement Group. Who all

1:55:46
licenced content in this way? Extending from universities to

1:55:52
hospital trusts?

1:55:54

Umm.

1:55:57

Again, looking at what content is relevant,

1:56:00

how we authenticate,

1:56:04

and umm,

1:56:09

how these things can be priced

1:56:12

if an additional cost

1:56:16

is required by

1:56:19

the publishers,

1:56:21

Umm,

1:56:23

whether it's done on the extra FTE or percentage of the price already paid.

1:56:33

Ludo has reminded me that

1:56:37

EE is now NHS England. I think that's very kind. Thank you.

1:56:48

And again, other technical issues about things such as usage data.

1:56:53

Umm,

1:56:57

can it be accessed? Can it be broken down into the relevant groups? What granularity is that there

1:57:07

and who will be doing

1:57:08

the negotiation?

1:57:11

Will it be people from the trust or people from the library?

1:57:15

Lots of things to consider there.

1:57:19

1:57:23

Claire has said in the chat that should be curious as to why. Unless linked to the university or students are situated there for training, why would they be coming to your institution

1:57:35

for access rather than directly? And I think the assumption is that there is a link between

1:57:43

the university

1:57:48

and the hospital.

1:57:50

These are, I think what we're talking about are NHS trusts that are affiliated

1:57:57

to a university in some way. Is that right, Greg?

1:58:06

I think there's a mixture of scenarios potentially. Sometimes it's born of a teaching arrangement and there's kind of pressure to support more broadly.

1:58:19

Or they may be teaching hospitals that have got a kind of a direct link with the university, but they're trying to kind of draw that,

1:58:29

trying to extend that line or clarify that relationship. I think. I think it was born of the fact that

1:58:36

this was quite a common ask some time ago. But yeah, basically there's some kind of connection. It might be through teaching, or it might be through some kind of formal

1:58:48

fluid arrangement. You might have academics that are also practitioners. There could be any number of kind of cross winds that might bring these parties together when they're not a single legal entity.

1:59:15

I might just pick up on the usage data and how to assess the usage aspect here, because what we've talked about quite a lot today has been providing access to material and indeed some of the kind of challenges and labour and resource that might need to be committed to that. But I just wanted to sort of shine a light on the kind of practicalities

1:59:36

that you might be undertaking. Might be quite difficult to establish valid youth use pathways or evidence of usage, and breaking out usage data can be quite challenging if not almost impossible depending on your local infrastructure and technical setup.

1:59:56

So there are aspects of this work that might be very hard to evidence use despite your efforts. And that can be I am, from personal and other anecdotal experiences, a little bit frustrating because you're trying to honour the relationship or the kind of the partnership or collaboration or whatever scenario you're trying to support. But it might actually be quite difficult to create evidence of that being successful, or you might have to dig quite deep to get that.

2:00:27

I just thought it was an interesting point to make is that you may struggle to evidence the usage. This particular example here was born in part of a bespoke activity that was undertaken by university to support an NHS Trust and they created a parallel track of access routes so they could closely monitor usage. There was a parallel kind of authentication environment if I remember correctly,

2:00:58

because it was a kind of an iterative thing that was going to cost money and time. Whereas often with transnational and UK collaborative partnerships, you're really cascading, often an educational scenario, you're already deliver to students in a more typical way, whereas this was just a bit different and a bit aside from that. And so they treated it technically, separately and it brings to mind the alumni, which may also be a parallel track of activity when it comes to

2:01:29

managing access and indeed having a footprint of usage. Because it might not even be the library in that alumni example that manages the relationship with alumni or sets up accounts for alumni, if indeed they're alive. Concern. So, yeah, so there are similar scenarios in that they're challenges to the kind of standard licence definition, but the technical infrastructure and the usage behind their use

2:01:54

of your content offerings may or may not be accessible by just I touch on those things.

2:02:05

OK. Thanks.

2:02:07

Thanks, Greg.

2:02:10

We're coming towards the end now, but I'm aware that there might still be some questions about anything that we've covered in the last couple of days. I'm conscious sometimes the chat

2:02:23

sort of with his past and questions

2:02:27

get missed. So I'm sorry to anyone who feels that we've missed their questions, By all means ask again now there's some time left for anybody who wants to stay on. Or you can e-mail us directly afterwards one that I noticed earlier,

2:02:47

the subject of governing law, which seems to have caught people's attention

2:02:53

today. Umm, someone asked whether remaining silent on governing law in a licence is an acceptable compromise. I can only say that,

2:03:05

and they're all in my organisation here at JISC, it's not an our legal team.

2:03:13

See that? Um,

2:03:15

as presenting a greater risk than not having it specified at all? That's really the only advice I can give on that.

2:03:26

Someone else asked about that business database

2:03:31

and whether I did indeed

2:03:38

negotiate an agreement with that supplier and come to a workable compromise.

2:03:45

We did. Um. And we sort of came up with a rather strange hybrid

2:03:52

licence, which was essentially the disc model licence

2:03:56

and then a schedule at the end. Um,

2:04:00

with some of

2:04:02

the terms and conditions,

2:04:04

Um, from the document that you have

2:04:07

in that schedule, having made sort of quite

2:04:12

sure that they don't contradict

2:04:15

anything that's in the main body of the licence.

2:04:21

It wasn't ideal because it wasn't terribly clear. And it wasn't a relationship that lasted more than a couple of years because the product turned out to be not terribly popular with our members anyway, so

2:04:34

we didn't

2:04:35

take it forward. Um, so it was a bit of a work around, but they were,

2:04:41

they were, generally speaking, um, amenable to the idea of an educational licence.

2:04:49

And that's what we came up with really.

2:04:53

So they were certainly amenable to some negotiation.

2:05:02

So

2:05:04

umm,

2:05:08

as I said, we're open to any more questions for a few more minutes. If there's anything anyone would like to say, you can put it in the chat or again, you can unmute.

2:05:18

I think the quality of the questions and the conversation has been very high

2:05:24

this year. I have to say. I think a lot of you are sort of beyond

2:05:29

beginner level

2:05:31

and I can hear some of the things we've been saying for a few years. I can now see and hear people seeing him saying in the chat, which I think is quite,

2:05:42

umm,

2:05:47

quite encouraging.

2:06:08

Nick Nicole

2:06:10

has a question, which is to do with the amount of time

2:06:16

it can take

2:06:18

to negotiate a licence,

2:06:24

which can usually end up

2:06:26
making you accept

2:06:28
the publishers terms. And what my experience is,

2:06:36
well, my experience is different obviously because I'm representing A consortium, so we have that

2:06:42
buying power behind us. I'm not representing an individual institution. So the licence terms and conditions are part of the overall UM

2:06:55
offer

2:06:57
that we negotiate, but it is something I recognise and it is something that vendors will

2:07:05
use UM

2:07:10
as a means of asking you to, as a means of getting you to accept their terms and conditions that those time constraints. My experience generally is that,

2:07:21
um,

2:07:28
you can ohh it in

2:07:34
an initial agreement, keep it short, maybe only take it out for one year and

2:07:42
over the course of that year look at

2:07:48
improving the terms and conditions at the point that you renew.

2:07:56
I know that once a term or a clause is in there, it's very hard to get it out, but

2:08:04

it can be an ongoing thing. You're not stuck with these terms and conditions forever. Policies can change. Policies within your institution can change.

2:08:15

They don't feel bound by the terms and conditions that you've accepted and keep

2:08:20

the conversation open while you're subscribing. If the initial terms and conditions that you've

2:08:27

began on

2:08:29

aren't satisfactory,

2:08:34

I hope that helped some people. Ohh, Greg, you've answered that. I can see people have been asking whether

2:08:43

the chat

2:08:45

is downloadable and savable

2:08:49

once the

2:08:53

session has ended, and it is, I think. UM,

2:08:58

one thing I would say, and I would ask is that um, you contribute to any feedback forms or feedback requests that you receive from UKSG after the session, because it's always very helpful in

2:09:19

are planning for future sessions.

2:09:23

Umm.

2:09:25

However

2:09:27

specific or general it can be, Maybe you think the sessions have been too short too long. Maybe you'd prefer them to be all in one day. Anything is really helpful for

2:09:39

the way we plan in future,

2:09:44

but I think

2:09:46

are we going to leave it there

2:09:49

because we're getting to the end, Um.

2:09:54

So thanks everyone. It's been a great couple of days. I hope you've got as much out of it

2:09:59

as we have.

2:10:03

So that that's it. I'm going to say bye. Bye.

2:10:10

Thanks all.

2:10:12