

Licensing Guidelines

Fondren Library Licensing Standards for Digital Resources

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The following guidelines will be observed as Fondren Library licenses digital resources for the Rice University community (note, that these standards are subject to the current terms of [Rice University Policy 810-01](#)). – **This link is broken.**

Subject selectors must provide an editable digital files (preferable), or print copy of a digital resource's license to the electronic resources librarian at or before the time of placing an order – without the resource license, the order will not be placed. The acquisitions department staff will have full discretion regarding the vending of digital resource orders, with preference given to vending resources to the existing major library vendors (thereby taking advantage of the services vendors provide and – by maximizing our financial dealings with our vendors – minimize the overall costs of all subscriptions). Exceptions will be made for resources that must be sole sourced, or where the subject selector can provide documentation of significant cost savings or other justifications for special vending. Again, final determination of vending will rest with Acquisitions.

Licensing Terms ([definitions](#)):

License type	A negotiated license, when a resource license is required, is required. A click-through is highly undesirable.	All-but mandatory ... exceptions will be made only with consultation with AUL CD
Authorized users	Rice faculty, students and staff	Mandatory
	Access to general public at public workstations on Rice University facilities only	All-but mandatory ... exceptions will be made only with consultation with AUL CD
Concurrent users	A less-than-desirable access control; licensing under this model may be necessary for high-price and/or highly specialized resources	Consult with AUL CD; concurrent user limit must be recorded in all finding mechanism records
Remote access	Rice faculty, students and staff	Mandatory ¹ (achieved via proxy and/or VPN accounts)
Digitally copy	The right for a user to copy selected portions of the resource in digital form	Mandatory
Print copy	The right for a user to reproduce to paper selected portions of the resource	Mandatory
Scholarly sharing	The right for a user to selectively share portions of the resource with a scholar not affiliated with the same institution	Highly desirable
ILL print or fax	The right to provide a print copy (delivered by physical mail) or a faxed copy to another library	Highly desirable
ILL secure electronic	The right to provide a digital copy to another library utilizing a technology such as Ariel or other similar secured software in general use	Highly desirable; any limitations (e.g. the requirement to print, then rescan before sending) are undesirable but may be unavoidable
ILL recordkeeping	Requirement that the library retain and share records regarding loans of licensed materials	Deal breaker
Course reserves	The ability to download licensed materials for inclusion in either print or digital course reserve packets	Highly desirable (both)
Electronic linking	The ability to build a stable link to full-text content from the licensed resource (such links can be added to syllabi or other course materials)	Highly desirable; this is not often explicitly addressed by licensing but by the publisher's software and URL structure
Course pack print	The ability to download licensed materials for inclusion in print course reserve packets	Highly desirable
Course pack electronic	The ability to download licensed materials for inclusion in digital course reserve packets	Highly desirable
Perpetual access	Access to that portion of the licensed resource that was available during the time the library subscribes will remain accessible should the library terminate its subscription	Highly desirable; mechanism by which this is provided should ideally be elaborated, with a strong preference to LOCKSS; additional cost for remote access is undesirable
Governing law	Under which legal codes will the license be interpreted	Texas or silent on this term – Rice will waive this for non-US publishers
Governing jurisdiction	Specifies in which state or location any legal action between the parties will be brought to trial	Texas or silent on this term – Rice will waive this for non-US publishers

Third person liability (i.e. liability for the behavior of users)	Libraries cannot police their users, and hence cannot accept responsibility for either unauthorized users who obtain access by illicit means, or unauthorized activities of authorized users. Do not accept liability for the unauthorized actions of users.	Library will make reasonable efforts to notify user community of use restrictions. (Reasonable efforts are those reasonable to expect the library to make. Best efforts would mean that the library go to whatever lengths are possible. Hence, "reasonable efforts" rather than "best efforts" should be used to refer to a Library's obligation or commitment.) Library will not intentionally assist in or encourage unauthorized use, or permit such use to continue after being notified of its occurrence.
Cure period for breach	The amount of time, after notification of an apparent breach, provided for the breaching party to resolve a breach of the license.	7 days minimum, 30 days preferred; any license without cure period (with breach leading directly to cancellation) is highly undesirable
Indemnification	Indemnification means that the indemnifying party agrees to cover all costs incurred by the indemnified party for a certain activity.	Licensee shall not be liable for any costs associated with resolving problems that are the responsibility of the Licensor. Licensee shall only be indemnified for suits brought by third parties due to the Licensee's misuse or breach of license. The Licensor shall indemnify the Licensee for any claims that the product infringed on the intellectual property rights of any third party.
Non-renewal notification period	A deadline, before the end of the license, by which the University must notify the publisher of intent not to renew	These are undesirable clauses, but cannot always be avoided. 60 days maximum

¹ Note that the Business Information Center, which contracts for information services under their own terms, will license certain expensive databases without remote access (access is limited to a restricted-access computer lab within the BIC itself).
10/23/2007 - kak