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Librarians' Perception Of License Agreements Of Electronic Resources: A study

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LIBRARIANS' PERCEPTION OF LICENSE AGREEMENTS OF ELECTRONIC RESOURCES: A STUDY

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Abstract

With the introduction of license agreements, there is no more ownership of the electronic resources, but an access based or subscription-based approach to the electronic resources came into existence. In this recent time of license agreements, the library professionals should have some legal skills. They should know the use of various terms used in license agreements like clauses, tenure, user rights etc. so that they can negotiate and communicate better with publishers and vendors and cater to the needs of the patrons. This study aims to find out the knowledge, attitude, and perception of librarians on license agreements, and to find out the most important aspects of license agreements which are considered by the librarians while signing license agreements. The required data for carrying out the study was collected through google forms in view of COVID-19 situation around. All librarians were confident in signing license agreements without any legal help and most of them give importance to all aspects of license agreements. However, there is need of awareness among the librarians with respect to user rights while signing the license agreements.

Keywords

Electronic resources, License agreements, User rights, Library professionals, Legal clauses, Copyrights.

1. Introduction

Libraries are also known as the earliest information service centers which are the treasury of knowledge. There are different ways of preserving and recording knowledge and information. The aims are identification, collection, storage, processing, cataloguing and classification of documents such as printed books, periodicals which include journals, magazines, reports, and other reading materials such as audio-visual, photographs, maps, microfilm, microfiche etc. and displaying them for circulation, reference and reading purposes. Written or printed documents were the best medium for information and communication. Due to the development of science and technology, electronic media have been widely used for preservation of knowledge in different kinds of libraries.

The Latin word, "liber" means "Book" gives the word library. The library according to ALA Glossary of Library and Information Science is defined as- "A collection of materials organized to provide physical, bibliographic and intellectual access to a target group with staff that trained to provide services and programs relating to the information needs of the target group" [1]

1.1 Evolution of libraries and their collection with technology

The introduction of technology and internet has affected all the parts and industries of the world. In the similar way, it has brought changes to the libraries too. Traditional libraries used to be just brick and mortar spaces with all its functions controlled manually. The collection of the libraries used to be in pure print form. The print resources were stored on physical shelves. The library collection used to be curated as per the type of the library and keeping in mind the user needs.

There were no use of computers and everything was done manually. There were spaces for the users to sit and go through the library collection. So, it is seen that traditional libraries can be largely called as book-keeping spaces and were more about book issue and return. Electronic resources have changed the way libraries function. Therefore, there is need for the libraries and library professionals to understand the dynamics around license agreements in detail. This will help library professionals to better negotiate the terms with publishers and cater to user population well.

2. Review of Literature

Katie Lai (2020)[2] in his study looked at five commonly found contract terms of license agreements provided by vendors. These were governing law, mediation & arbitration, dispute resolution clause, entire agreement clause and severability. These all were non-library specific contract terms. It was concluded that the effects of governing laws and legal concepts have been misunderstood. A template of consortium license was used to extract a sample of dispute resolution clause and its unenforceability and the inadequacy couldn't be identified by all participants. However, the participants had some understanding about the severability concept and the entire agreement clause. So, it was demonstrated that with respect to the non-library specific contract terms, all participants had very less understanding. Therefore, the author suggested that the libraries should provide legal training to library professionals in contract laws and licensing in order to protect their assets right from the contract formation time.

Sunshine Jacinda Carter (2019)[3] discussed on how US academic libraries adopted NISO's Shared Electronic Resource Understanding (SERU). The author wanted to understand how many academic libraries in the US were using SERU. The survey with 108 results helped to understand about the use of SERU with respect to licensing procedures. The author found out that there is

need for negotiation and changes should be made to licenses more frequently. There should be SERU use by vendors

Kristin R. Eschenfelder, Tien-l Tsia, Xiaohua Zhu & Brenton Stewart (2013)[4] did an analysis of e-journal license use rights clauses from 2000 to 2009 to understand that if use terms of model licenses are institutionalized and the process around their institutionalisation. In this study, sample licenses from 2000 to 2009 were tracked and studied for the changes in rights of users in content of journal with respect to academic publishers and state universities. Understanding this is very crucial and it makes the librarians understand that how access and scholarly information use has changed after the introduction of licensing. The study gives the key areas where the suggestions of model licenses couldn't be applied with respect to institutions. The authors believe that their analysis will be useful to libraries and publishers with respect to negotiations and terms by giving them a peek about their counterparts are practicing. Small level libraries and publishers who are deficient with in-house staff will be benefitted more with this analysis. This study data can also be used to provide mechanisms to make changes in governance laws by informing about the current scenario. In addition, the analysis also discussed that there is overlap of some terms with respect to common license and daily user practice. It also shows that few publishers use terms that do not benefit the time and resources of libraries.

Martyn Jansen (2012)[5] discussed on flexible licensing. The author felt that the current licensing techniques aren't evolving fast enough with the ever-changing electronic users. Therefore, there is need for flexible licensing approaches. The author also proposed a novel model license which can be used for electronic resources of libraries in a global perspective. In addition, the traditional model licenses seem to be not working very well for institutions, organizations, librarians, users

as well as publishers. Therefore, the flexible licensing can be a greater tool to the quickly changing environment of education.

Liam Earney (2011)[6] discussed about the advantages of negotiation. The author concluded that a good way for acquiring resources can be through tendering, but it can have possible pitfalls too. Therefore, keeping in mind all these factors can be helpful. The author expresses that there should be variety of tools at hands while going for procurement and licensing of electronic resources. The expertise of negotiation the license agreement can be very useful tool. For getting consortia level procurements, negotiation can serve a very good purpose.

Xiaohua Zhu & Kristin R. Eschenfelder (2010)[7] discussed on authorized users and their social construction in the digital age and analysed what all has been the changes in the authorized users' definition starting from mid 1990s to present. The author noticed that there has been changes wrt to perception of stakeholders. Their paper also concluded that there is a hybrid of technical and social elements features which led to the changes in concept of authorized users along with business models of libraries. Also, there are additional technological tools which help in both providing as well as restricting access.

Rob Richards (2009)[8] discussed on licensing agreements from various perspectives like contracts, promise of cooperation and the eclipse of copyright. The author has discussed licensing wrt US libraries. With the increasing use of licensing for accessing electronic resources, there has been a contradiction of the rights provided by federal copyright law. Since the copyright law is not followed, the librarians face the difficulty of going through complex license agreements and negotiating the terms for their rights. The standard licenses under U.C.C. Article 2B usage also limits the libraries. In this scenario, projects like Liblicense in US, EU's ECUP, UK's JISC and

Australia's CAVAL have been great tools for development of model licenses which are favourable and beneficial to the libraries.

Trisha L. Davis & Lucien R. Rossignol (2008)[9] discussed the practical advice on license agreements in a workshop on principles for licensing electronic resources. The author discussed that it was very important for the librarians as well as all related parties to go through the complicated license agreements and listed down fifteen keys some of which were third-party agreements, issues in privacy, collection of data, indemnification, license agreements' termination, rights and responsibilities for fair use, laws of copyright and license, access rights during post subscription. There were also hands on exercise to understand the process better. All the groups were given sample license agreements for review and were asked to draw conclusions.

Stephen Bosch (2008)[10] discussed using model licenses and concluded that the act of licensing is very crucial in the process of acquiring electronic resources and came into picture as publishers felt that the current laws of copyright didn't protect their interests. However, the entire scenario lacked standardization. In this chaotic scenario model licenses proved helpful. But there were lacunae in this process and all the problems haven't been solved by model licenses. Model licenses have helped a great deal in standardizing the procedure of purchase of license agreements but still there must be more improvements in this area.

Laurie L. Thompson (2004)[11] analysed license agreements of electronic resources for finding out the strategies for success. The author concluded that in case of libraries which belong to health sciences there is an indispensable need for electronic resources. With the use of electronic resources, there are ample unique ways in which crucial information can be provided to the users. But at the same time there are pros and cons of electronic resources. With the advent of electronic

resources, their license agreements must be studied carefully in detail. This crucial information should be put forward to the legal team in order to make the entire process of evaluation and negotiation of the license agreements easier. A thoughtful team with a planned approach will benefit both the librarians and users in this age of license agreements.

Duncan E Alford (2002)[12] analysed the electronic resources license agreements and gives the points of negotiation which should be considered whenever a license agreement should be signed. The paper discussed the results where law librarians were surveyed for their techniques and preparation when they negotiate license agreement of electronic resources. Also, it discussed the publishers' legal strategies while supporting electronic resources licensing. The author reviewed licensing principles which were issued by standardized electronic license agreements as well as by the library associations. He then identified different provisions of license agreement that deal especially with libraries and give key points that can be used for term negotiations favourable for the libraries. License agreements of electronic resources are very calculatedly used by the publishers for selling their products. In comparison to printed materials whose sales are one time; license agreements are a source of revenue stream which is continuous. Also, it has been put forth by the publishers that there is no similar application of the copyright law to electronic resources as it used to be to printed materials. This leads to the increased profits from digital resources. Therefore, the author discussed the practical approaches which can be useful to librarians about license agreements so that they can be at maximum benefit.

Ellen Finnie Duranceau (2000)[13] discussed license compliance and concluded that the need of a compliance system is indispensable in digital libraries. There is absolute requirement of the basic factors around license compliance which means providing practical and sound rules of usage and

spreading awareness among patrons and staff so that everyone is well prepared in the events of breach. This approach minimizes risk and saves the libraries from access loss.

3. Objectives of this study

1. To find out the knowledge, attitude, and perception of librarians from ten different libraries of MAHE on license agreements.

2. To find out the most important aspects of license agreements which are considered by librarians while signing license agreements.

4. Need for the study

The field of library and information sciences has been ever since evolving. The function and role of libraries have shifted from just housing books to becoming digital knowledge centers. The similar shift has also been seen in the roles and responsibilities of library professionals. With the introduction of electronic resources in the libraries, there is need for the library professionals to know about license agreements. Therefore, a study to discuss license agreements of electronic resources of MAHE libraries is taken up. Such a study has not been conducted so far.

5. Methodology

A google form questionnaire containing twenty questions was used. The google form questionnaire was sent through email to librarians of all ten MAHE, Manipal libraries to understand their knowledge, attitude, and perception towards license agreements. Nine out of ten responses were received back and studied. The data collected was analyzed, tabulated and interpreted. Microsoft Excel, Google Forms and Microsoft Word were used for data analysis.

6. Data Analysis and Interpretation

6.1 Knowledge, attitude, and perception of library professionals

The data for the study was mainly collected through the structured google form questionnaire. This process of questionnaire development took two stages. Initially, the questions pertaining to just license agreements were incorporated. There were totally twenty questions. The comments and suggestions were asked at the end of questionnaire.

6.1.1 General information about the libraries

The librarians of following libraries have responded. Each library belongs to a different discipline.

a. SEARCH- The KMC Health Sciences Library

b. Manipal Institute of Technology Library (MIT)

c. Manipal Institute of Communication Library (MIC)

d. Manipal Institute of Management Library (MIM)

e. Manipal Centre for Humanities Library

f. Manipal Centre for Natural Sciences Library (MCNS)

g. Manipal Centre for European Studies Library

h. Welcomgroup Graduate School of Hotel Administration Library (WGSHA)

i. Manipal School of Architecture & Planning Library

Fig. 6.1.1 General information about the libraries

6.1.2 Population of the study

Manipal Academy of Higher Education (MAHE), Manipal has a total of ten academic libraries. The questionnaire was distributed to the library professionals of these libraries who deal with the signing of license agreements. A total of 10 google form questionnaires were sent through emails. The study was carried out during the period from March 1st to April 30th, 2021. The response received was 90%.

Table 6.1.2 Population of the study

| No. of questionnaires distributed	No. of responses received	Percentage of responses (%)
10	09	90
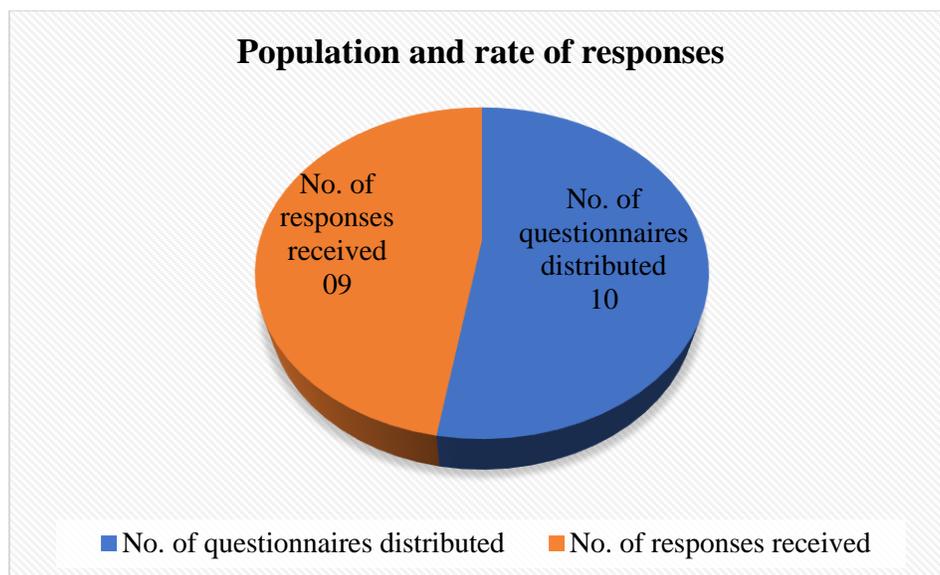
Fig. 6.1.2 Population of the study

6.1.3 Designation wise distribution of respondents

The table shows that 45 % of the respondents were Librarians, 33 % were Selection Grade Librarians and 22 % were Chief Librarians.

Table 6.1.3 Designation wise distribution of respondents

| Designation	Total no. of respondents	Percentage (%)
Chief Librarian	2	22
Librarian	4	45
Selection Grade Librarian	3	33
Total	9	100
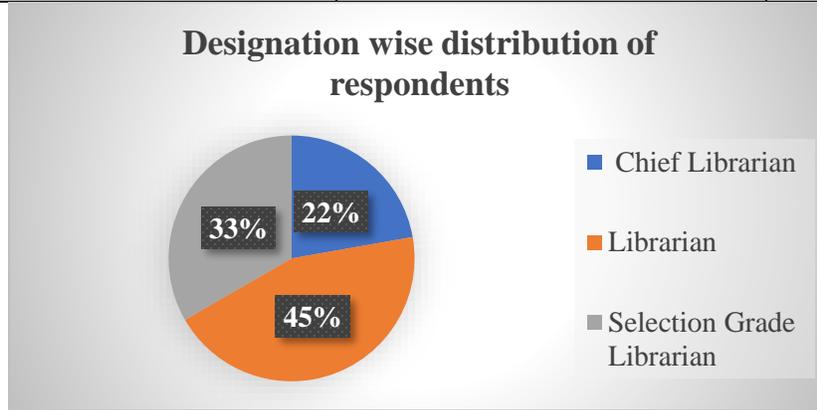
Fig. 6.1.3 Designation wise distribution of respondents

6.1.4 Sections handled at current role

As detailed most of them handle acquisition, technical and electronic resource management section.

Table 6.1.4 Sections handled at current role

| Sl. No.	Sections handled at current role by the library professionals	Total no. of respondents
1.	Acquisition	8
2	Circulation	7
3.	Technical	8
4.	Periodicals	7
5.	Electronic resource management	8
6.	Others	5
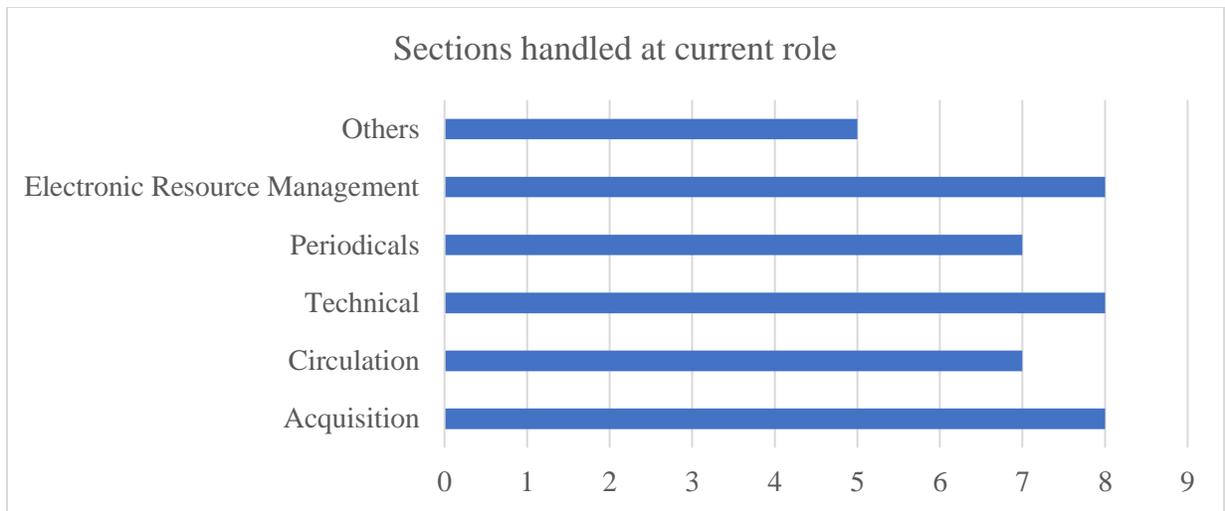
Fig. 6.1.4 Sections handled at current role

6.1.5 Library subscription to e-resources

All the libraries subscribe to electronic resources as evident from the following table.

Table 6.1.5 Library subscription to e-resources

Variables	Total no. of respondents	Percentage (%)
Yes	9	100
No	0	0
Total	9	100
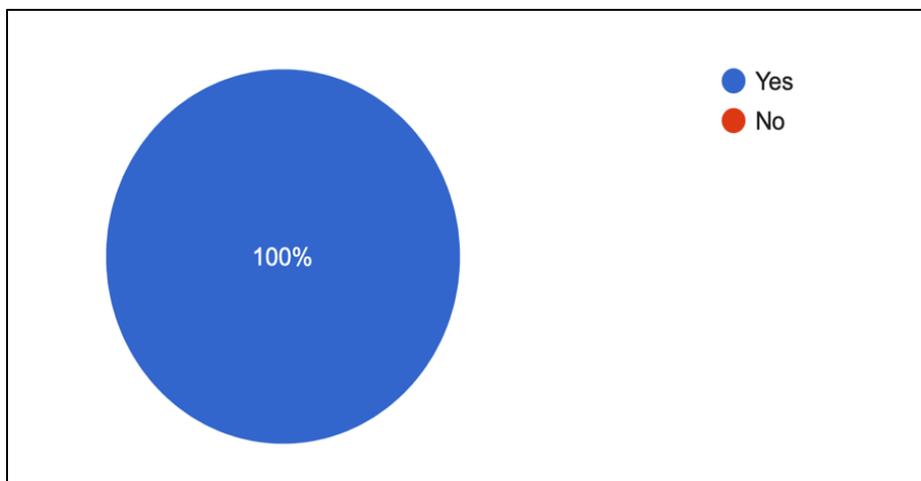
Fig. 6.1.5 Library subscription to e-resources

6.1.6 Types of e-resources subscribed by libraries

The table shows that the libraries subscribe to e-books, e-journals and e-databases. But, majority of the libraries subscribe to e-databases. Very few subscribe to e-journal packages and e-archives.

Table 6.1.6 Types of e-resources subscribed by libraries

Sl. No.	Types of e-resources subscribed by libraries	Total no. of respondents
1.	e-books	5
2.	e-journals	7
3.	e-databases	9
4.	Any other (e-journal packages and e-archives)	2

6.1.7 E-resources with license agreements in libraries

The table shows that each library subscribes to e-resources with license agreements. However, Web of Science and SpringerLink are widely subscribed in all libraries. Scopus and EBSCO are subscribed in three different libraries. In addition, Science Direct, SAGE, Elsevier and WILEY journals are subscribed across two different disciplines. Rest all e-resources, are exclusively subscribed by the particular discipline libraries only.

Table 6.1.7 E-resources with license agreements in libraries

E-resources with license agreements	Total no. of respondents
SpringerLink	9
Scopus	3
Web of Science	9
Individual Subscribed Journals	2
ScienceDirect	2
IEL (IEEE Electronic Library)	1
ASCE (The American Society of Civil Engineers)	1
ASME (The American Society of Mechanical Engineers)	1
ACM (Association for Computing Machinery)	1
EBSCO	3
HTLC (Hospitality, Tourism, and Leisure Collection)	1
CAC (Culinary Art Collection)	1
SAGE	2

JSTOR	1
Elsevier	2
WILEY	2
CINAHL Complete	1
Clinical Key	1
Emerald Insight	1
Taylor & Francis Online	1

6.1.8 Most widely used e-database in each library

The table shows that in three different discipline libraries, EBSCO was the most widely used e-database whereas other e-databases are most widely used in their own discipline libraries

**Table 6.1.8 Most widely used e-database in each library**

Most used e-database in each library	Total no. of respondents
SpringerLink	1
Scopus	1
EBSCO	3
SAGE	1
JSTOR	1
ScienceDirect	1
Clinical Key	1
Emerald Insight	1
Taylor & Francis	1
Emerald Insight	1
Taylor & Francis	1

6.1.9 Legal training on license agreements

From the table, it's clear that no library professional has undergone any legal training over license agreements.

Table 6.1.9 Legal training on license agreements

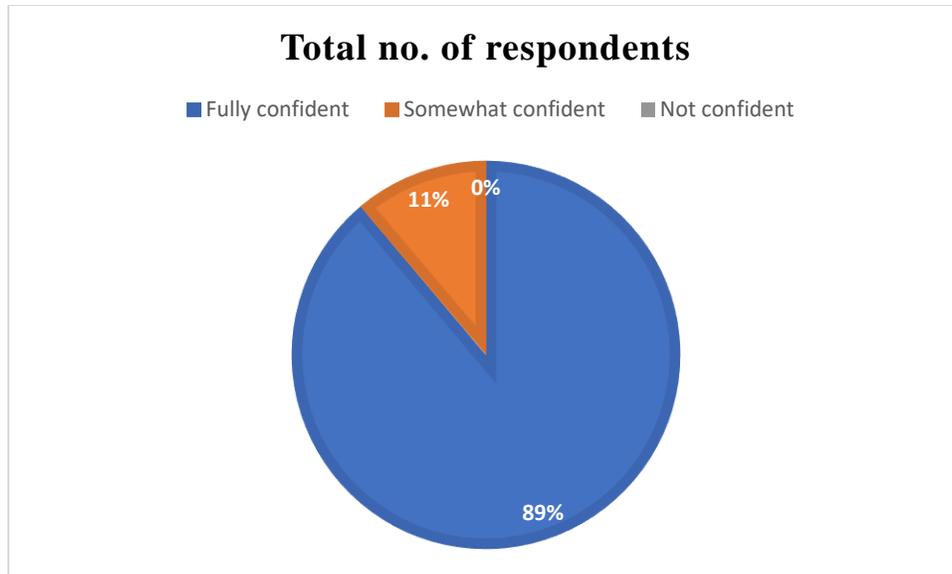| Variables	Total no. of respondents	Percentage (%)
Yes	0	0
No	9	100
Total	09	100
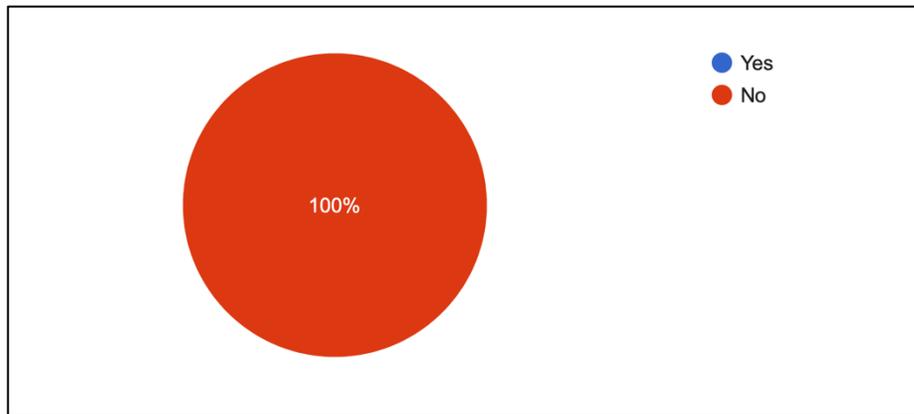
Fig. 6.1.9 Legal training on license agreements

6.1.10 Confidence while reviewing license agreements

The following table reveals that around 89 % of respondents feel fully confident while reviewing the license agreements and remaining around 11 % feel somewhat confident while reviewing license agreements.

Table 6.1.10 Confidence while reviewing license agreements

Variables	Total no. of respondents	Percentage (%)
Fully confident	8	89 %
Somewhat confident	1	11 %
Not confident	0	0%
Total	09	100 %

Total no. of respondents

■ Fully confident ■ Somewhat confident ■ Not confident

0%

11%

89%

Fig. 6.1.10 Confidence while reviewing license agreements

6.1.11 Library license agreements reviewed by Lawyers

The data reveals that 67 % respondents don't get the license agreements reviewed by Lawyers before signing them. However, 22 % do get them reviewed whereas around 11 % weren't aware about the same.

Table 6.1.11 Library license agreements reviewed by Lawyers

| Variables	Total no. of respondents	Percentage (%)
Yes	2	22 %
No	6	67 %
Not aware	1	11 %
Total	09	100 %

Total no. of respondents
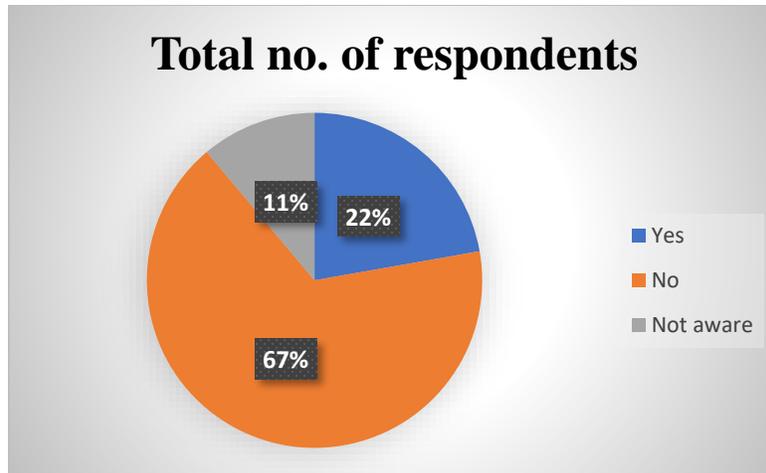
Fig. 6.1.11 Library license agreements reviewed by Lawyers

6.1.12 Use of in-house or outsourced access to legal services

The table summarizes that 45 % respondents didn't use any in-house or outsourced access, whereas 33 % used the services, however 22 % were not aware about the same.

Table 6.1.12 Use of in-house or outsourced access to legal services

| Variables	Total no. of respondents	Percentage (%)
Yes	3	33 %
No	4	45 %
Not aware	2	22 %
Total	9	100 %
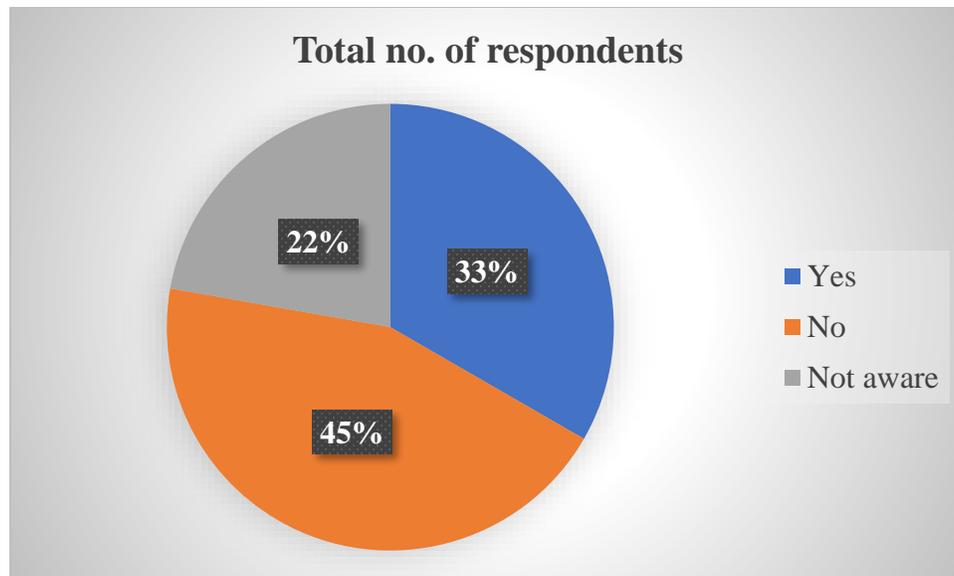
Fig. 6.1.12 Use of in-house or outsourced access to legal services

6.1.13 History of taking legal advice

The data reveals that 78 % of respondents never took any legal advice in the past when they were in doubt on license agreements. However, 11 % took legal advice in the past and 11 % were not aware about the same.

Table 6.1.13 History of taking legal advice

| Variables	Total no. of respondents	Percentage (%)
Yes	1	11 %
No	7	78 %
Not aware	1	11 %
Total	9	100
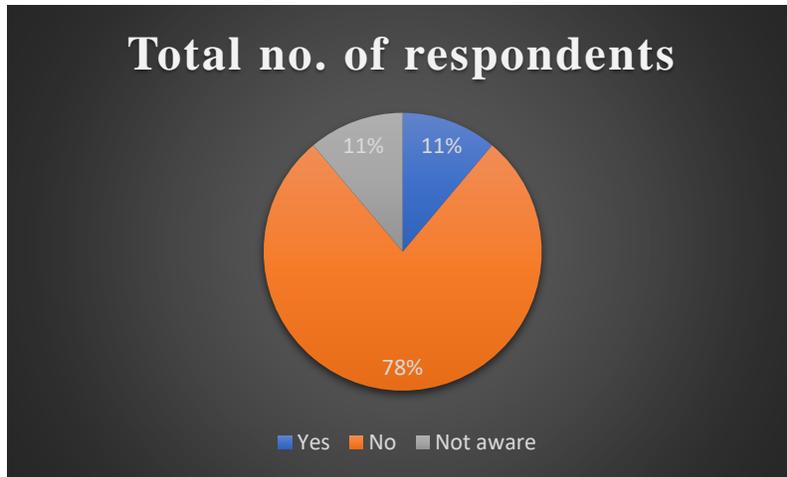
Fig. 6.1.13 History of taking legal advice

6.1.14 User access rights covered in license agreements

The data reveals that around 56 % respondents feel that license agreements provide full rights to the users to access the data. In addition, 22 % weren't sure and 22 % felt that license agreements do not provide full access rights to the users.

Table 6.1.14 User access rights covered in license agreements

| Variables	Total no. of respondents	Percentage (%)
Yes	5	56 %
No	2	22 %
Not sure	2	22 %
Total	9	100 %
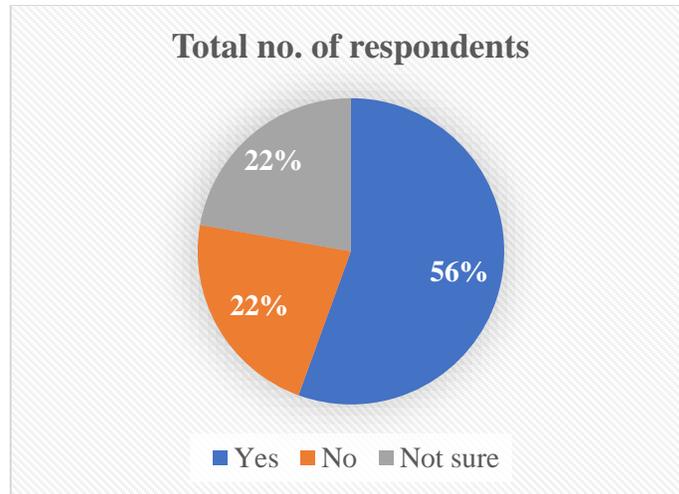
Fig. 6.1.14 User access rights covered in license agreements

6.2 Importance given to clauses of license agreements

The data reveals that majority of the respondents believe that downloading and printing facility is the most important aspect. In addition, licensed products, restriction on the usage, no. of authorized users, remote access facility and license fee payment condition are other important features. Access to discontinued product was given the least importance.

Table 6.2 Importance given to clauses of license agreements

Clauses of license agreements	Total no. of respondents
Licensed products	8
Downloading & printing facility	9
Access to discontinued product	7
Restriction on the usage	8
No. of authorized users	8
Remote access facility	8
License fee payment condition	8
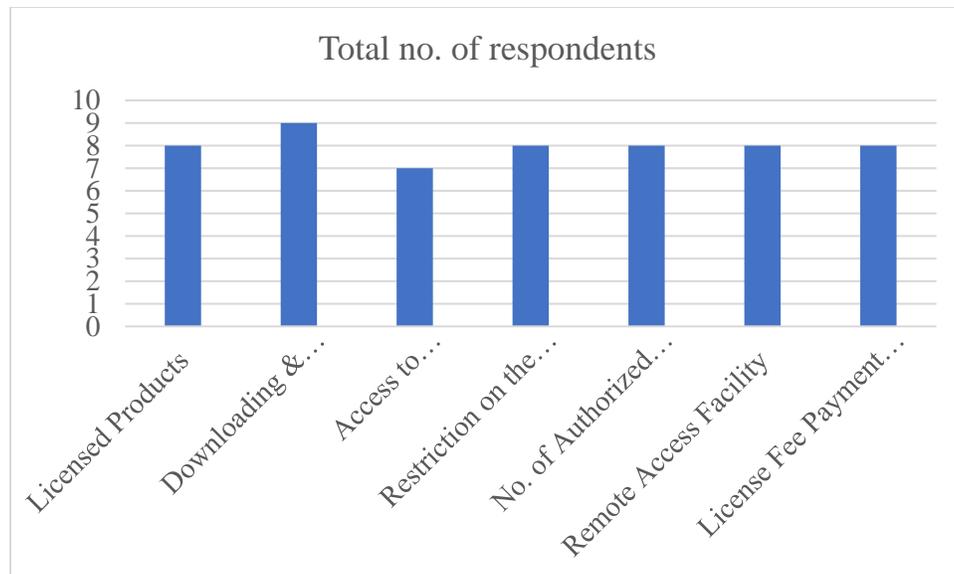
Fig. 6.2 Importance given to clauses of license agreements

7. Conclusion and Recommendations

With the development of modern libraries, the resources of libraries have changed to electronic form. Library professionals keep updating the libraries and its resources to cater to the changing user needs. They have always been adapting the modern technologies to offer better services to the users. With the subscription of electronic resources, license agreements are now involved in a big way in the libraries. Though the library professionals have quickly adapted themselves to license agreements, there is a need to further understand the legal clauses efficiently as the license agreements keep changing every year. This helps the library professionals to negotiate better and to meet the expectations of users.

- It became clear during the study that every library professional has been handling more than one sections. This shows that library professionals are efficient in handling various roles. All the libraries are up to date with technology as all libraries are subscribing to e-resources.

The MAHE, Manipal libraries have a diverse collection of electronic resources ranging from e-books and e-journals to e-databases. Also, all the libraries subscribe to e-resources with license agreements. All libraries of MAHE, Manipal cater well to their users across different disciplines as each of them subscribe to their exclusive discipline e-databases. The study revealed that all the library professionals haven't taken any legal training on License agreements. Most of the library professionals are fully confident in reviewing and don't take any help from lawyers. Most of them didn't use any legal services in the past. User rights are one of the most important concern around license agreements. The data showed that most of the respondents felt that license agreements allow all the facilities like reading, downloading and printing that are required for the users.

- Majority of the library professionals believe that downloading and printing facility is the most important aspect they consider while signing license agreements whereas others being licensed products, restriction on the usage, no. of authorized users, remote access facility and license fee payment condition are the other important features.

Recommendations

It is suggested that more library professionals from each library needs to be trained to handle the license agreements and related issues. Though, the library professionals have very efficiently adapted to license agreements, a legal training program on license agreements can help in understanding more about them. There is need for the users to be aware about their rights and library professionals can be the contact points for the same.

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