



**Ohio Library and
Information Network**

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TO: Gwen Evans, Interim Executive Director
FROM: Intercampus Services Committee
Cooperative Information Resources Management Committee
RE: License Terms for Electronic Journals

To ensure the most open terms regarding use of online content to fulfill interlibrary loan requests the above committees strongly recommend the following when negotiating new licenses or re-negotiating existing licenses:

- **Suggest modifications to the existing license language** (including a rationale for the modification when appropriate) rather than striking and replacing an entire interlibrary loan section with locally preferred language.
- Try to **remove any reference to printing** articles before sending or having to provide a print copy. Printing is very time-, labor-, and paper-intensive. It also degrades the page image when having to rescan.
- **Remove any reference to Ariel**, e.g. "May use print or electronic content and print, mail, or Ariel." Ariel is no longer the standard for electronic delivery. Instead, try to use "secure electronic delivery" in place of the word Ariel.
- Try to **remove same country restriction**. Restriction does not exist for print ILL and imposes an unnecessary constraint.
- Try to **remove restriction allowing ILL only to not-for-profit or non-commercial** institutions.
- **Any limitations on ILL permissions in the OhioLINK license should be related to our ability to lend** and not impose restrictions on those who borrow from us. As lenders, we are unable to monitor borrowing libraries, their users, how they deliver articles to their users, or what their users do with them.
- If possible, include a licensing provision stating that **nothing in the license may restrict exceptions permitted under copyright law**.

- Try to **remove any restriction that limits our ability to collect a cost recovery fee** for our ILL service.

If a license is unclear or does not address the subject of ILL, try to insert one of the following:

Interlibrary Loan. Licensee may fulfill requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

Additional information regarding licensing of electronic content can be found at:

Center for Research Libraries: *Liblicense Model License Agreement & Commentary*
<http://wp.crl.edu/wp-content/uploads/2011/09/licenseagreements/standlicagree.pdf>

Association of Research Libraries: *White Paper: Trends in Licensing* (June 2011)
<http://publications.arl.org/1acglb.pdf>