Negotiation for Newcomers
How to License in an Academic Library
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Know your institution
- Consider the user population size, location, and expectations.
- Does your library serve multiple campuses? You may require a multi-site license. If a site has a small user population, you may negotiate to name it on the license, but that site is not raising the cost.
- What is the intended audience? You may need to accommodate public patrons through authorized walk-in use. Do you have affiliated researchers who would use this product? The license might only define faculty and students, so watch wording.
- Does your library serve the needs of online classrooms? How will users access the resource?
- Are you a public institution? If so, there may be state requirements for some of the terms of the license.

Look at model licenses
- Model licenses are essentially examples of how a license is constructed and what expectations are of the Licensor and Licensee in a standard agreement. Library consortia may have models in place that are created to better represent their needs when in negotiation with vendors. Find model licenses on consortium websites through library associations. Model licenses are useful educational tools for learning the parts of a license. They are also helpful to identify possible issues and how those issues are addressed. The Licensee may consult it as they negotiate alternate wording to be presented during negotiation.

Make a checklist
- Checklists are quick visual guides for navigating sometimes complicated terms. A checklist may be used as part of the process of reviewing a license.
- What goes into a checklist? Checklists may include common elements such as whether the License is the rights holder of the electronic resource, how the parties are identified, then unique needs of the institution that must be provided for, the library’s stance on liabilities and legal obligations such as indemnification, issues in preservation, access and distribution expected by collection development staff, and possible requirements of the institution by tax.

Licensor representative or their website provides a standard license or amendment appropriate to the electronic resource.
Licensee reviews the terms and requests modifications of terms and/or supplies possible addendums.
Licensor reviews the new language and provides feedback with a modified document if Licensee requests are accepted.
Licensee reviews modified license/amendment again and decides whether to sign.

Licensor

Licensee

Indemnification
Indemnification is an agreement whereby each party in the contract agrees for the other party to hold them harmless in a legal sense. The Licensee in this case is agreeing to hold harmless the Licensor for any liability that may result from the agreement.

Archiving & Perpetual Access
Electronic resources will be in existence for a long time, so archiving them is important. The Licensee should request a copy of the license to archive for a scenario in which the vendor goes out of business or there is a change in policy. Archiving copy servers data for future access and access rights. Coding perpetual access rights may be included in a future licensing project.

User Restrictions
Licenses can restrict access, set goals, and more. A condition with a license can be with a condition that requires the Licensee to provide access to a specified group of people, or right to access as specified in the license to the electronic resource, and the terms that the Licensee agrees to are part of the contract. Licenses are also an example of a condition that requires the Licensee to provide access to a specified group of people, or right to access as specified in the license to the electronic resource, and are also part of the contract.

Termination
The Licensee may include a condition in the license to terminate the license, such as the primary authorized user ceasing to use the resource, or right to use the resource for purposes other than those for which they were intended. Licenses are also an example of a condition that requires the Licensee to provide access to a specified group of people, or right to access as specified in the license to the electronic resource, and are also part of the contract.

Accessibility
Does your Library have a policy on access that mandates a licensed product be accessible to individuals with disabilities? The Licensee can mandate that the product be accessible by law to its licensed users.

Jurisdiction
Look for the embedded language that mandates a license agreement be subject to the jurisdiction of a specific country or state. Look for the embedded language that mandates a license agreement be subject to the jurisdiction of a specific country or state.

Resource Sharing
A Licensee may specify the type of resource that may be shared. A Licensee may, for instance, specify that the resource must be shared with library consortia or that the resource be shared with a group of libraries. A Licensee may also specify that the resource be shared with a group of libraries. A Licensee may also specify that the resource be shared with a group of libraries. A Licensee may also specify that the resource be shared with a group of libraries.

Fair Use
The Licensee must ensure that the use of the resource is compliant with 17 U.S.C. 107, the fair use exception for the use of copyrighted works. This includes the use of copyrighted works for the purpose of criticism, commentary, news reporting, teaching, scholarship, or research. The Licensee must ensure that the use of the resource is compliant with 17 U.S.C. 107, the fair use exception for the use of copyrighted works. This includes the use of copyrighted works for the purpose of criticism, commentary, news reporting, teaching, scholarship, or research.