

# Liblicense Model License Agreement & Commentary

Adapted from <http://liblicense.crl.edu/licensing-information/model-license/>.

## Introduction

This Liblicense Model License Agreement ("LMLA") has been prepared to assist information professionals, executives, and others who regularly acquire digital, database content for educational purposes or markets. The intent of this LMLA is to present information professionals with a sound and realistic template of the key issues involved in negotiating a license to acquire or use database content.

While LMLA may be used in most database licensing situations, it has been drafted with a particular focus on licensing issues in higher education. LMLA's terms and conditions are based on United States common and statutory law, and it presumes the licensor or publisher will make the information available through a password- or otherwise protected Web site for one year.

To be of maximum value, this document should be used only as a reference document that assists professionals in negotiating (or preparing to negotiate) database content license agreements. Under no circumstances should any person or organization use or adopt the LMLA in its entirety, or use it as the sole or exclusive basis for negotiating a license contract.

Several LMLA provisions (including the jurisdiction and warranty provisions) likely will require modification in order to serve your organization's purposes. If you plan to use LMLA as the basis for your institution's license agreement, Liblicense editors strongly recommend that you review and amend this model agreement with the assistance of a capable attorney who has experience in dealing with commercial contracts, licensing, and institutional policy.

We recommend the National Information Standards Organization's [Shared E-Resource Understanding](#) ("SERU") for those that seek to a shorter alternative to the current LMLA.

## Reader Notes

- Editorial notes are enclosed in curly brackets and italicized like this: *[editorial notes in italics between curly brackets]*. These comments should not appear in an actual license agreement.
- Where a clause requires one or more parties to enter information, those options are delineated by the open, square brackets around bold faced type like this: **[enter necessary information between square brackets]**. These comments should not appear in an actual license agreement.
- Footnotes are used exclusively to list Web site uniform resource locators, and are provided for convenience only. Neither the footnote markers nor the footnote text should appear in any final agreement. If your final agreement references external Web sites, the uniform resource locators (URLs) for those sites should be incorporated into the appropriate defined terms.

## Model Agreement

This License Agreement, along with any appendices or attachments (later referred to as this "Agreement"), is made effective as of **[enter date]** (later referred to as the "Effective Date") between **[Enter publisher's official corporate name, address, city, state, and postal code]** (later referred to as "Licensor") and **[Enter licensing institution's official corporate or entity name, address, city, state, and postal code]** (later referred to as "Licensee").

In consideration of the mutual promises this Agreement contains, and other valuable and sufficient consideration, the Licensor and Licensee agree as follows:

### 1. Grant of License

- Nature of Materials. The materials that are the subject of this Agreement consist of **[describe licensed materials with reasonable specificity]** (hereinafter referred to as the "Licensed Materials").
- Grant of License. Licensor grants to Licensee non-exclusive access to and use of the Licensed Materials, and the right to provide the Licensed Materials to Authorized Users (which are defined in Section 4, below) in accordance with this Agreement's terms and conditions.
- Ownership. The Licensee and its Authorized Users (which are defined in Section 4, below) acknowledge that the Licensor or its suppliers retain ownership and title to the Licensed Materials' copyright and any trademarks or service marks related to the Licensed Materials. Ownership of the Licensed Materials may be subject to terms, conditions, or exceptions set forth elsewhere in this Agreement.

### 2. Fees

2.1 Fees and Payment. Licensee shall pay to Licensor for use of the Licensed Materials pursuant to the terms set forth in Appendix A, which is attached hereto. *(Liblicense editors suggest that these issues be negotiated and addressed in writing in an Appendix to the main Agreement. Pricing models vary widely in database licensing contracts, including a fee per use of the Licensed Materials, a fee based on the number of Authorized Users, a periodic subscription fee or a fee based on the number of Full-Time Equivalent (FTE) students, faculty, employees or persons served by the License. Additionally, the payment term may be for less than one year, one calendar year, one fiscal year (typically July 1 through June 30) or for multiple years. For these and other reasons, the LMLA does not include a model Appendix A.)*

### 3. Authorized Use & Users

3.1 Authorized Users. The Licensor and Licensee define "Authorized Users" as the following:

- The Licensee's full-time and part time students, regardless of their physical location;
  - The Licensee's fulltime and part-time employees (including faculty, staff, affiliated researchers and independent contractors), regardless of their physical location; and
  - Patrons not affiliated with Licensee who are physically present at Licensee's site(s) (later referred to as "Walk-ins").
- 3.2 Authorized Users. The Licensee and the Authorized Users may access or use the Licensed Materials in ways that are consistent with this Agreement's terms and conditions and the Copyright Act of 1976 (17 U.S.C. § 101, et seq.) (later referred to as the "Copyright Act"), including the Copyright Act's limitations on exclusive rights provisions. Additionally, the Licensee and Authorized Users may access or use the Licensed Materials for the following purposes:

- Electronic Reserves. Licensee and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by Licensee or its parent institution.
- Education and Teaching. Licensee and Authorized Users may extract or use information contained in the database for educational, scientific, or research purposes, including extraction and manipulation of information or images for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
- Electronic Links. Licensee may provide password- or proxy-protected hyperlinks from the Licensor's Web page(s) or Web site(s) to the Licensed Materials. Licensee may make reasonable changes in the appearance of such links, or in statements accompanying such links as Licensee reasonably requests such changes.
- Caching. Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
- Scholarly Sharing. Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal, scholarly, educational, scientific, or research uses. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works. Licensee is not permitted to resell such information for any purpose, under any circumstances.
- Interlibrary Loan. Licensee may provide to other libraries or academic institutions requests to provide reasonable amounts of the Licensed Materials through interlibrary loan arrangements.

### 4. Delivery & Access

4.1 Delivery. Licensor will provide or otherwise make available the Licensed Materials to the Licensee through telecommunications, network, or Web-based connections between one or more of Licensor's physical, online, or virtual locations, and one or more of Licensee's authorized physical, online, or virtual locations.

4.2 Access and Authentication. Licensor will allow the Licensee and its Authorized Users to have access to the Licensed Materials pursuant to the terms, conditions, directives or specifications set forth in Appendix B. *(Liblicense editors suggest that these issues be negotiated and addressed in an Appendix to the main Agreement. Like pricing models, access and authentication specifications vary widely in database licensing contracts. The options include the following:*

- IP addresses (both authenticated and non-authenticated)
- Proxy servers
- Passwords
- Public keys or certificates
- Developing protocols not yet developed or tested at the time of Agreement signing

*These access and authentication specifications typically may require the expertise of networking professionals; information security specialists; and the institution's chief information officer. For these and other reasons, the LMLA does not include a model Appendix B.)*

4.3 Restrictions. Licensor and Licensee agree to the following use and access restrictions on the Licensed Materials.

- Unauthorized Use. Except as specifically provided elsewhere in this Agreement, Licensee shall not knowingly or intentionally permit anyone other than Authorized Users to use the Licensed Materials.
- Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the Licensor's express, prior, and written permission.
- Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- Commercial Purposes. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes. This restriction expressly prohibits the Licensee from selling the Licensed Materials, or reproducing or distributing in bulk Licensed Materials in any form.

### 5. Performance Obligations

5.1 Licensor Performance Obligations. The Licensor agrees that its performance always will meet or exceed the standards of commercial reasonability under this Agreement's governing law. Additionally, the Licensor agrees to the following performance standards.

- Availability of Licensed Materials. The Licensor will make the Licensed Materials available to the Licensee and Authorized Users within **[enter time period]**.
- Documentation. Licensor will full, complete, and up-to-date help and operational documentation for the Licensee and Authorized Users in an electronic or digital format. Additionally, Licensor will make this documentation available in a location on its Web site that does not require Authorized Users to log in, use, or otherwise access the Licensed Materials.
- Support. Licensor will offer activation or installation support, including assisting with the implementation of any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email, phone or fax during **[enter time period]** for feedback, problem-solving, or general questions.
- Training. Licensor will provide appropriate training to Licensee's staff relating to the use of the Licensed Materials and any Licensor software. Licensor also will provide additional training to Licensee staff made necessary by any updates or modifications to the Licensed Materials or any Licensor software.
- Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensed Materials to Licensee and Authorized Users with quality of service comparable to current standards in the online information provision industry in the Licensee's locale. Licensor shall use reasonable efforts to provide continuous service with an average of **[enter percentage]** up-time per month. The **[enter percentage]** up-time includes periodic unavailability due to server maintenance, software installation or testing; loading or making available additional Licensed Materials as they become available; unavailability because of service or equipment failures outside the Licensor's control (including problems with public or private telecommunications services, or Internet nodes or facilities). Licensor may schedule brief unavailability periods, but will do so only where (1) it has given at least 48 hour notice, and (2) in ways and at times that minimize inconvenience to Licensee and its Authorized Users, regardless of when notice has been given.
- Licensed Materials Problems. If the Licensed Materials fail to operate, display, load or render in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall reimburse Licensee for such problems in an amount that is proportional to the total fees Licensor owes pursuant to Section 2 and Appendix A of this Agreement.
- Notification of Modifications of Licensed Materials. From time to time, Licensor may add, delete, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Licensor shall give notice of any such changes to Licensee within three (3) days. If any of the changes, modifications, or migrations render the Licensed Materials substantially less useful to the Licensee or its Authorized Users, the Licensee may treat such modifications as a material breach subject to the Term and Renewal provisions of this Agreement at Section 6, below.
- Completeness of Content. Where applicable, Licensor will inform Licensee of instances where online content differs from the print versions of the Licensed Materials. The Licensor will cooperate with the Licensee to identify and correct content errors or omissions, and when necessary, the Licensor shall use reasonable efforts to ensure that the online content:
  - is at least as complete as print versions of the Licensed Materials; and

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<li>represents complete, accurate and timely replications of the corresponding content contained within the print versions of such Materials.</li>
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- Withdrawal of Licensed Materials. Licensor reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. Licensor shall give written notice to the Licensee of such withdrawal no later than **[time period]** following the removal of any item pursuant to this section. If any such withdrawal renders the Licensed Materials less useful to Licensee or its Authorized Users, Licensor shall reimburse Licensee in an amount that the withdrawal is proportional to the total Fees owed by Licensee under this Agreement. If any such withdrawal renders the Licensed Materials substantially less useful to Licensee or its Authorized Users, Licensee may seek to terminate this Agreement pursuant to the early termination provisions of Section 6 and may maintain seek any appropriate legal or equitable remedy.
- Updates. Licensor will provide regular system and project updates to Licensee as they become available.
- "Click-through" License Terms. In the event that Licensor requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose such terms on Authorized Users through mere use or viewing of the Authorized Materials, Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall such terms materially differ from the provisions of this Agreement. In the event of any conflict between the terms and conditions of a clickwrap or online agreement and this Agreement, the terms of this Agreement shall prevail.
- Disabilities Compliance. Licensor shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the [Web Accessibility Initiative Web Content Accessibility Guidelines](#).
- Usage Data. Licensor shall provide to Licensee statistics regarding the usage of the Licensed Materials by Licensee and its Authorized Users in conformance with the latest COUNTER Code of Practice release.

5.2 Licensee Performance Obligations. The Licensee agrees that its performance always will meet or exceed the standards of commercial reasonability under this Agreement's governing law. Additionally, the Licensee agrees to the following performance standards.

- License Terms Notice. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including any access or use limitations concerning the Licensed Materials.
  - Protection from Unauthorized Use. Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any Authorized User makes an unauthorized use of the Licensed Materials, the parties may take the following actions as a cure:
    - Licensor may terminate such Authorized User's access to the Licensed Materials;

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<li>Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred; or</li>
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<li>Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than <strong>time period</strong>) and cooperating with the Licensee to avoid recurrence of any unauthorized use.</li>
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  - Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.
- 5.3 Mutual Performance Obligations. In addition to their respective, specific performance obligations, the Licensor and Licensee agree to be bound by the following performance standards.
- Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.
  - Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

### 6. Term & Renewal

- Agreement Term. This Agreement remains in effect from the Effective Date until **[enter specific time and time zone]** on **[enter date]**.
- Renewal. This Agreement shall be renewable at the end of the current term for a successive **[length of time]** term unless either party gives written notice of its intention not to renew **[time period]** before expiration of the current term.
- Early Termination. If either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the other party of the alleged breach party in writing. The breaching party shall have **[enter cure time period]** from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the **[enter cure time period]**, the non-breaching party shall have the right to terminate the Agreement without further notice. Once this Agreement ends, by early termination or otherwise, the Licensor may terminate (or cause termination of) access to the Licensed Materials by Licensee and Authorized Users shall be terminated, but authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.
- Refunds. In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

### 7. Archives

7.1 Archival Availability. Except for termination for cause, Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that the Licensee accessed during Agreement's duration. The Licensor shall allow the Licensee to participate in the archiving of one complete copy of the Licensed Materials, and to use such archived Licensed Materials in the event the Licensor discontinues or suspends selling or licensing the Licensed Materials.

Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

### 8. Warranties & Indemnification

8.1 Warranties. The Licensor warrants the following:

- Licensor has all necessary legal and equitable rights, permissions, or clearances to license the Licensed Materials to the Licensee for the purposes outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party;
- Licensor shall indemnify and hold harmless the Licensee and any Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries they incur (including reasonable attorney's fees) which arise from any third party claim that alleges contract breach, copyright infringement, or other intellectual property infringement arising from the Licensee's or an Authorized User's use or access of the Licensed Materials. Additionally, Licensor agrees that no liability limitation that may appear elsewhere in this Agreement applies to, overrides, or cancels this indemnification.
- Licensor warrants that any physical object, medium, or container that contains the Licensed Materials is will be free from defects for a period of **[enter time period]** from delivery.

8.2 Warranty Disclaimers. Notwithstanding anything else in this Agreement,

- Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including loss of data, business interruption, or loss of profits that arises from the use of the Licensed Materials, or inability to use the Licensed Materials.
  - Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
  - Except for the express warranties stated elsewhere in this Agreement, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all licensed warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.
- 8.3 Indemnities. Both Licensor and Licensee agree to indemnify and hold harmless the other party for any losses, claims, damages, awards, penalties, or injuries incurred by any third party (including reasonable attorney's fees) that arise from any alleged breach of the indemnifying party's representations and warranties made under this Agreement, so long as the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

### 9. Miscellaneous Provisions

9.1 Assignment and Transfer. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party. Neither party to this Agreement may unreasonably withhold or delay such written consent.

9.2 Governing Law. This Agreement shall be interpreted and construed according to, and governed by, the laws of **[venue convenient to Licensor and Licensee]**, excluding any such laws that might direct the application of another jurisdiction's laws. The federal or state courts located in **[venue convenient to Licensor and Licensee]** shall have jurisdiction to hear any dispute under this Agreement.

9.3 Dispute Resolution. In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. If the Licensor and Licensee cannot resolve their dispute after reasonable effort and a reasonable period of time, the parties agree to resolve the dispute using one of the following methods in lieu of litigation. *(The mediation clause and arbitration clauses may be chosen together, or the arbitration clause may be chosen by itself.)*

- Mediation. The Licensor and Licensee may submit their dispute to a neutral, non-binding mediation prior to he commencement of arbitration, litigation, or any other proceeding before a trier of fact. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. (If a mediator cannot be agreed upon by the parties, each party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator, assisting the parties in attempting to reach a resolution.) The Licensor and Licensee will share equally in the cost of the mediator(s), and commit to completing at least four hours of mediation before seeking any other dispute resolution method, legal remedy, or equitable remedy. If the mediation is successful, its resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to both parties. At this point, the Licensee and Licensor may seek another alternative form of resolution of the dispute or claim, consistent with the remaining terms of this agreement and other legal rights and remedies, or commence litigation.
- Arbitration. If mediation does not resolve a controversy or dispute between the Licensor and Licensee, the parties shall resolve the dispute by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. (In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator.) The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than **[enter time period]** after the notice of arbitration is served. The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The agreement to arbitration shall be final and binding on the parties, and judgment may be entered therein in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

9.4 Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter herein, whether oral or written.

9.6 Amendment. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

9.7 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.8 Waiver of Contractual Right. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

9.9 Notices. All notices given pursuant to this Agreement shall be in writing and shall be sent to the contract addresses noted in the first paragraph of this Agreement. All notices may be hand delivered, or shall be deemed received within **[enter time period]** after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

## Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the Effective Date.

### Licensor's Signature Block

[Signature]

[Printed Name]

[Title]

[Address]

[Telephone Number]

[Email Address]

### Licensee's Signature Block

[Signature]

[Printed Name]

[Title]

[Address]

[Telephone Number]

[Email Address]