

Professional Training in License Term Mapping to ERM Systems

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Executive Summary

In 2006–2007, the DLF partnered with the Association of Research Libraries (ARL) to develop and present several workshops for mapping license language to Electronic Resource Management systems. The following report reviews the strategy and results of the four workshops and includes details about the curriculum and handouts from the workshops. It also provides an evaluative summary of the outcomes, as well as recommendations for future efforts in license education and mapping.

Several themes emerged from the workshops. First, mapping licenses is more difficult than it sounds, pointing to a need for simplicity in the mapping and records process. Second, there are many interpretation issues—even when the license mapped is perceived as friendly, easy, or straightforward. Third, each library faces a secondary mapping process for its own ERM implementation. Last, some data elements were identified and referred to the ERMI Steering Group for review and possible revision.

The license mapping workshops also revealed an urgent need for basic licensing education. Until the education issues can be addressed, agreement on license mapping codes will be difficult to reach. This report recommends DLF partner with a major library association to address the license education needs for libraries in order to facilitate the goal of working toward a common language and mapping scheme.

Introduction

The *mapping* of license terms refers to the process of summarizing information contained in license agreements for use within the Electronic Resource Management Systems (“ERMS”) which many libraries have now acquired. Near the end of the ERMI 1 initiative, the Association of Research Libraries (ARL) and the Digital Library Federation (DLF) sponsored and presented a pilot workshop as a pre-conference program at the 2005 ALA Annual Conference in Chicago.

Based on attendance at the pilot workshop and its positive reception, the ERMI Steering Group decided to develop the workshop and its curriculum as part of the ERMI 2 initiative. They approached the ARL who agreed to sponsor Trisha Davis (Ohio State University) and Diane Grover (University of Washington) as ARL Visiting Program Officers from February 2006 through January 2007. The goal of the VPO assignment was to refine and extend the benefits of the 2005 pilot workshop and specifically to develop appropriate course materials and training opportunities to support the description and sharing of license information.

The instructors developed the curriculum for the mapping license language workshops in close coordination with the ERMI steering group working on the data standards issues. Members of the ERMI steering group provided oversight, including:

- Timothy Jewell (University of Washington), coordinator of the ERMI 1 and ERMI 2 initiatives.
- Ivy Anderson (California Digital Library)
- Adam Chandler (Cornell University)
- Trisha Davis (Ohio State University)
- Sharon Farb (UCLA Libraries)
- Linda Miller (Library of Congress)
- Angela Riggio (UCLA Libraries)
- Nathan Robertson (University of Maryland Law Library)

The ERMI Steering Committee designated three specific deliverables to be accomplished during the ERMI 2 initiative. These included:

1. Syllabi and course materials for license language mapping skill
2. A minimum of two modified/updated versions of the pilot ARL/DLF workshop on Reading and Mapping License Language for Electronic Resources presented at appropriate conferences
3. Plan for ongoing license mapping skills training

Report on the Deliverables

1. **Syllabi and Course Materials.** The syllabi and course materials were based on those used in the pilot workshop. These materials were updated and refined for each subsequent workshop. For all workshops, course materials included the following: The ERMI data subset *Terms of Use*, a selective portion of the CLIR model license, a sample worksheet demonstrating mapping using the CLIR model license, the Project MUSE license, and a blank worksheet for individual and group practice in mapping the Project MUSE license. A handout version of a Powerpoint slide set and an evaluation form were also included in the curriculum materials. Handout materials used in the workshops are included at the end of this chapter.

2. **Workshops.** Trisha Davis, Diane Grover, and Tim Jewell prepared and facilitated four workshops as pre-conference programs to the conferences that are listed below, along with their respective enrollments:

NASIG Conference, Denver, CO, May 4, 2006
60 attendees, enrollment closed with waiting list

ALA Annual Conference, New Orleans, LA, June 22, 2006
40+ attendees

Charleston Conference, Charleston, SC, November 8, 2006
40+ attendees

ALA Midwinter Conference, Seattle WA, January 18, 2007
20 attendees

Most attendees were librarians from academic and research libraries, with a few publishers, vendors, and consortial representatives.

The Mapping License Language to Electronic Resource Management Systems workshops focused on the subset of ERMI data elements referred to as *Terms of Use*. These terms of use were taken from the ERMI report Appendix E (DLF 2005, 151).

Three of the workshops were four hours long, and one of them (ALA annual) was scheduled for three hours. The *Terms of Use* data elements covered varied slightly from workshop to workshop. For ALA annual, the list was shortened because of the limited time available and focused on about 22 elements. For the last two workshops 29 terms were covered. The curriculum included background information on ERMI, the current state of the marketplace, the current work being done by NISO License Expression Working Group and the NISO Shared E-Resource Understanding initiative, as well as next steps in this area. Generous time was allotted for small group work to map the Project MUSE license to the ERMI data elements, followed by a full group discussion of the exercise. The hands-on activity and discussion were the most popular segments of each workshop.

There was significant interest in the workshop, even with minimal advertising in a couple of cases. Workshop participants were very active, asked many questions, and provided written evaluation feedback. The feedback provided in the evaluations was used to make incremental changes to each succeeding workshop. For example, after the first workshop, additional time was allotted for the small group project in the second, third and fourth workshops based on participants' feedback. The verbal and written evaluations consistently brought out several themes that will be discussed in turn.

a. Need for simplicity

Based on the personal experience of instructors and participants, as well as feedback received from the workshops, a desire for more simplicity, clarity and practicality of use terms emerged as a persistent theme. Some libraries had begun to map license terms to ERM systems or catalogs, and they often reported using simpler expressions than the full ERM data elements would suggest. For example, a number of libraries are coding terms of use as *permitted* and *prohibited* without coding *explicit* or *interpreted*. Few attendees appeared to consider the ERM level of granularity important enough to implement in its entirety. While some libraries are attempting to map at the more simplified levels described above, others have found even this level of mapping too daunting. Based on the 160+ participants who took the workshop, and experience reported from libraries coding licenses, the instructors recommended that the final ERM terms and other related documents be practical and realistic for all parties to use.

b. Interpretation Issues

Instructors and attendees consistently found that even in the case of the friendliest license, the CLIR Standard License Agreement, there are areas for mapping which required considerable thought and interpretation and for which different interpretations could be considered valid. For example, the CLIR license includes a Term *E-Reserve* which matches the ERM Data Element *Course Reserves – Electronic*. However, there is nothing mentioned in the CLIR license about printed Course Reserves. There is a Fair Use clause, so one could reasonably code Course Reserves – Print as *Silent (uninterpreted)*, or *Permitted (interpreted)*. Some participants indicated they would code this use as *Permitted*.

During the group exercise which focused on mapping the Project MUSE license, there were a number of terms that engendered spirited discussion and varying interpretations as a prelude to mapping. In the absence of follow-up conversation with the publisher, there are many terms open to debate in this relatively library-friendly license. Even as late as the 4th workshop, we realized that the instructors did not share the same working definition or understanding of a few of the terms. If the goal is to map accurately and to inform our users, this situation indicates some potentially serious underlying problems with the mapping effort.

c. Local implementation issues

It became clear during the course of the workshop that there are many ways in which libraries would need to create a secondary mapping or translation of the data elements to their own ERM system. For example, they would need to develop standard terminology for some of the free text fields, such as Authorized User definition. Libraries need to make many local policy decisions, for example, does a library code *uses* as Silent or does it always interpret? Libraries also need to make many decisions on what information displays, to whom, and in what context. This work should not be underestimated, although it is outside the scope of the ERMI 2 project.

d. *Specific data elements of concern*: questions about each of the following terms were raised during more than one workshop.

- (i) **Scholarly sharing** is not well understood, even among librarians. For example, many wondered whether it applied to their own use in the course of answering reference questions. To others it was not clear that the *3rd parties'* concept normally refers to patrons not included among the Authorized Users defined in a license.
- (ii) **Course packs** electronic and some content management courseware were seen to be similar products and overlapping functions but are they in fact the same service? What is the difference between an electronic course pack and content management courseware? There is also overlap with electronic course reserves which can be provided via course management systems software. Some libraries reported difficulty coding for Course packs at the package or license level when the term referred back to individual publishers or even titles within a package. An example of this scenario is illustrated by the *Harvard Business Review* as accessed within Ebsco's *Business Source Premier*. In this particular case, articles within the larger database are permitted for use in course packs, unless the individual title and/or article have a statement prohibiting such use. *Harvard Business Review* does not permit libraries to use individual articles for course packs, despite the permission granted for the rest of the *Business Source Premier* database.
- (iii) The ERMI definition for **electronic links** should be expanded. Some licenses define specialized terms for "deep" or article level linking, etc.
- (iv) **Perpetual access and archival provisions** always sparked very lively discussions. These two terms are often confused and ill-defined in licenses, and the existing ERMI data elements might need to be expanded to qualify or refine them. For example, participants noted that these two terms nearly always needed supporting free text notes to clearly record terms in the license.
- (v) **ILL and CONTU**: due to many questions in this area, additional language may be needed for dealing with non-U.S. licenses. There are other areas, such as Fair Use that may need to be addressed more broadly to cover international situations.

- (vi) Last, **confidentiality of user data** was questioned. Attendees wondered whether this term applied only to identification of individuals or more broadly, such as institutional usage statistics?

Returning to the issue of challenges in mapping, the idea of an *ERMI Lite* or a simplified version of recording and mapping terms is important. Libraries and publishers are reporting large amounts of time, resources, and training going into detailed interpretation of license agreements. It is important that the final ERMI terms and other related documents be practical and realistic for all parties to use. One of the workshop attendees wrote after the workshop: "... some of the interpretation is incredibly frustrating or perhaps I should say inconsistent because it is so subjective. Standard License metadata would be great!"

3. Plan for ongoing license mapping skills training.

The License Mapping workshops revealed several unexpected outcomes. First, there is an urgent need for basic licensing education. Second, that libraries have widely varying approaches to license interpretation. Third, that many are looking to license mapping as the vehicle to make sense of the license management process. Until these three issues can be addressed, agreement on license mapping codes will be difficult to reach.

In the mid-1990's, the Association of Research Libraries took several licensing initiatives. They created a set of licensing principles and they provided a series of licensing workshops, for librarians and for publishers, held around the US. These opportunities provided the ARL libraries with a solid foundation on which to determine their library's approach to license interpretation and management. With that experience in hand, an ARL library normally is ready for license mapping. However, during the DLF/ARL workshops it was apparent that outside the ARL institutions, licensing remains an unstructured and largely non-standardized practice. This lack of standardization on the part of large numbers of libraries gives pause to the efforts to move towards license mapping. To ask vendors to standardize to terms that libraries do not understand or use consistently seems futile.

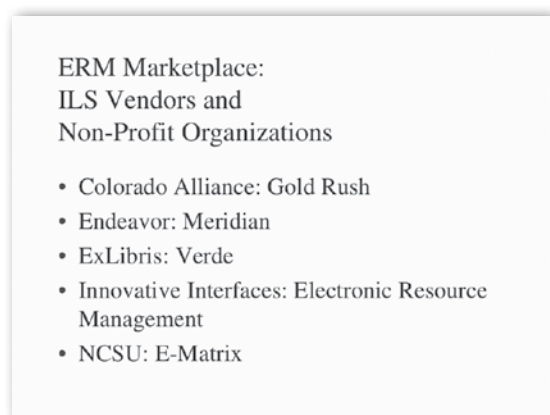
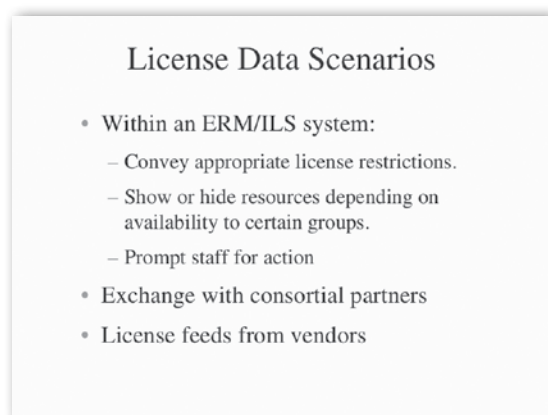
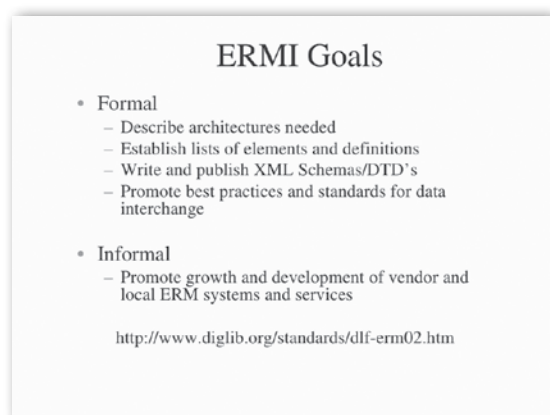
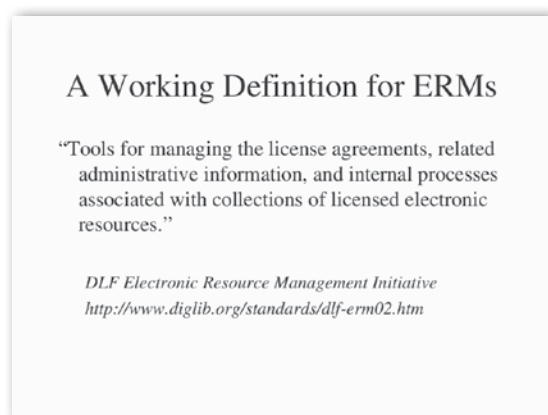
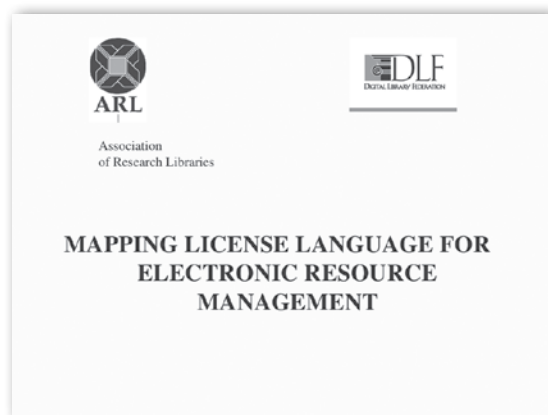
As a result of this inconsistency, it is highly recommended that the DLF move to partner with a major library association to continue license education with the goal of working toward a common language and mapping scheme. One suggested option would be to invite ALA divisions such as ACRL and ALCTS to provide DLF content in online courses. ALA would provide the software and administrative support for the course offering and DLF members could provide the course content. ALA would only have to charge enough to cover their administrative costs. With the proper course exercises and evaluations available to DLF for interpretation, progress could be made toward a shared understanding of license terms.

References

Digital Library Federation. 2005. *Electronic Resource Management: Report of the DLF Electronic Resource Management Initiative*. Washington, D.C.: Digital Library Federation. Also available from <http://www.diglib.org/pubs/dlf102/>.

Appendix: Curriculum Materials

Presentation Slides Slides 1–6



Slides 7–12**ERM Marketplace:
Serials Vendors and Data Providers**

- EBSCO: E-Resource Access & Management
- Harrassowitz: HERMIS 3.0
- Serials Solutions: ERMS
- SWETS

**The DLF Electronic Resource
Management Initiative, Phase II**

- Data Standards
 - Data Dictionary revision
 - License Expression Standards
- Professional Training in License Term Mapping
- E-Resource Usage Statistics

Today's Goals

- Examine the ERMI “subset” Terms of Use
- Hands-on practice mapping a license
- Preparation for profiling local ERM for expressing Terms of Use

What are we “mapping”?

- Terms of use subset from the ERMI
Appendix E: beginning p. 151
- Developed to reflect key library use issues
- Does not include all issues governed by license agreements

Why?

- The intersection of priority for content providers, libraries and our users
- All agreements contain authorized uses and restrictions
- Responsibility to inform users
- Need to concisely summarize license terms (perhaps the hardest part)
- Interoperability, access, transfer of information

Implications for your library

- Localization: what elements are important to your institution? To whom?
- Consistent method of coding that meets local needs
- Flexibility: ERMI subset can be extended. ERM systems should allow inclusion of additional elements

Slides 13–18**Recommended Consultations**

- Staff in library: ILL, Reserves, Instruction, OPAC advisory
- Staff out of library: Print copy for Course Packs and digital content for course management systems
- Legal staff in library or out

Data Elements: values indicated

- Text
- Logical (yes/no)
- Designated list of values
- Permitted/Prohibited/Silent
- Number

Data Elements: other characteristics

- Required/optional
- Repeatable
- Locally defined
- Prevailing terms

Permitted and Prohibited

- Permitted (explicit)
- Permitted (interpreted)
- Prohibited (explicit)
- Prohibited (interpreted)
- Silent (uninterpreted)
- Not applicable

Mapping Challenges

- Different wording
- Term buried in the license
- License more granular than data element
- Data element more granular than license
- No match between license and data elements
- Interpretation issues

Web References

- Report of the DLF ERM Initiative
<http://www.diglib.org/pubs/dlfermi0408/>
- CLIR/DLF Model License
<http://www.library.yale.edu/~license/modlic.shtml>
- NISO License Expression Working Group
http://www.niso.org/committees/License_Expression/LicenseEx_comm.html

ERMI Subset Terms of Use

Terms Defined Entity		Definitions		Examples from sample contracts	
Terms Defined Entity: Authorized User Group					
1. <i>Authorized User Definition</i>		The language in the contract that defines the group of users allowed to use the Electronic Product		"Licensed for academic use by faculty, staff, and students only."	
Terms Defined Entity Terms of Use Group					
2. <i>Fair Use Clause Indicator</i>		A clause that affirms statutory fair use rights under U.S. Copyright law (17 USC Section 107), or that the agreement does not restrict or abrogate the rights of the licensee or its user community under copyright law		"May download or print limited copies in accordance with the restrictions of the Copyright Act of 1976 with regards to "Fair Use."	
3. <i>Digitally Copy</i>		The right of the licensee and authorized users to download and digitally copy a portion of the licensed materials		"Licensee and Authorized users may download and digitally copy a reasonable portion of the Licensed materials."	
4. <i>Digitally Copy Term Note</i>		Information which qualifies a permissions statement on Digitally Copy		"Users may download and print articles for personal use and archive contents on their own personal computers."	
5. <i>Print Copy</i>		The right of the licensee and authorized users to print a portion of the licensed materials		"Single, printed copies of individual articles may be made for private research."	
6. <i>Print Copy Term Note</i>		Information which qualifies a permissions statement on Print Copy		"During any 24 hour period, Subscriber may print up to 20 screens of service content per Solo user, or 20 screens of content multiplied by the number of Concurrent Users."	
7. <i>Scholarly Sharing</i>		The right of authorized users and/or the licensee to transmit hard copy or an electronic copy of a portion of the licensed materials to a third party for personal, scholarly, educational, scientific or professional use.		"Users may send one copy by email, hardcopy, or fax to one person at another location for that individual's personal use."	

Terms Defined Entity	Definitions	Examples from sample contracts
8. <i>Scholarly Sharing Term Note</i>	Information which qualifies a permissions statement on Scholarly Sharing	"A user may transmit hard copies or electronic copies of the materials to anyone who is not a user authorized under this license, provided such transmissions are not on a systematic basis."
9. <i>Interlibrary Loan Print Or Fax</i>	The right to provide the licensed materials via interlibrary loan by way of print copies or facsimile transmission	"Licensee may fulfill requests from other institutions, a practice commonly called Interlibrary Loan... All Interlibrary Loans shall be made by post, fax, or secure electronic transmission."
10. <i>Interlibrary Loan Secure Electronic Transmission</i>	The right to provide the license materials via interlibrary loan by way of secure electronic transmission	"Members may supply another library with a single paper copy of an individual document being part of the Licensed Materials. Supply shall be by post, fax or secure electronic transmission (using Ariel or its equivalent, whereby the electronic file is deleted immediately after print) for the purposes of research or private study and not for commercial use."
11. <i>Interlibrary Loan Electronic</i>	The right to provide the licensed materials via interlibrary loan by way of electronic copies	"Licensee may supply to an Authorized User of another library single copies of an individual document by post, fax, or electronic transmission via the Internet."
12. <i>Interlibrary Loan Term Note</i>	Additional information related to interlibrary loan	"ILL is limited to Authorized Users of another library within the same country as the Licensee."
13. <i>Course Reserve Print</i>	The right to make print copies of the licensed materials and place them in a controlled circulation area of the library for reserve reading in conjunction with specific courses of instruction	"The libraries and registered campus network users may store articles for reserve use in either paper or electronic form."

continued

Terms Defined Entity	Definitions	Examples from sample contracts
14. <i>Course Reserve Electronic/ Cached copy</i>	The right to make electronic copies of the licensed materials and store them on a secure network	"Licensee may incorporate parts of the Licensed Materials into Electronic Reserve collections for the use of Authorized Users in the course of instruction at the Licensee's institution."
15. <i>Course Reserve Term Note</i>	Information which qualifies a permissions statement on Course Reserves	"Copies of such items shall be deleted by the Licensee when they are no longer used for such purpose."
16. <i>Electronic Link</i>	The right to link to the licensed material	"Licensee may provide electronic links to the License Materials from Licensee's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed materials to Authorized Users."
17. <i>Course Pack Print</i>	The right to use licensed materials in collections or compilations of materials assembled in a print format by faculty members for use by students in a class for purposes of instruction	"Licensee may incorporate parts of the Licensed Materials in printed Course packs for the use of Authorized Users in the course of instruction at the Licensee's institution."
18. <i>Course Pack Electronic</i>	The right to use licensed materials in collections or compilations of materials assembled in an electronic format by faculty members for use by students in a class for purposes of instruction	"Licensee may incorporate parts of the work in electronic Course Packs for the use of Authorized Users in the course of instruction."
19. <i>Course Pack Term Note</i>	Information which qualifies a permissions statement on Course Packs	"Course Packs shall not be made available for Commercial Use." "Each item in a Course Pack shall carry the Publisher's copyright notice."
20. <i>Remote Access</i>	The right of an authorized user to gain access to an E-product from an off-site location	"Only current students, faculty and staff may obtain external access through an <> unlimited user account."

Terms Defined Entity		Definitions		Examples from sample contracts
Terms Defined Entity Restrictions Group				
21. <i>Concurrent User</i>	The licensed number of concurrent users for a resource	“Often found on pricing schedules that are attached as an addendum to the licenses. Number of users can depend on the selected pricing package. For example: Addendum may include the name of the product selected, chart with number of users allowed per site, and price.”		
22. <i>Concurrent User Note</i>	A specific explanation of how users are allocated or shared if pooled or platform based.	“8 concurrent users shared among 3 member libraries.”		
23. <i>Other Use Restriction Note</i>	Additional information about other use restrictions not adequately described elsewhere	“You will not upload, post, or otherwise make available through the Services any Content protected by copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right and the burden of determining that any material is not protected by copyright rests with you.”		
Terms Defined Entity Perpetual Rights Group				
24. <i>Perpetual Access Right</i>	The right to permanently access the licensed materials paid for during the period of the license agreement	“On termination of this license, [the publisher] shall and Licensee may provide continuing access for authorized users to that part of the Licensed Material which was published or added to the Licensed Material within the Subscription Period, either from the [publisher's] server(s) or from a third party server or by supplying electronic files to the Licensee.”		

continued

Terms Defined Entity		Definitions	Examples from sample contracts
25. <i>Perpetual Access Note</i>	Additional information related to perpetual access	<p>"Licensor acknowledges that the long term preservation of the content licensed hereunder is of critical importance to Licensee. Licensor agrees to license the content and furnish the applicable electronic source files to Portico or another acceptable non-profit third party archive with a view to ensuring that the content will be preserved and available in the event the content is no longer offered by Licensor or a successor publisher."</p> <p>"A subscribing library may download and archive materials at its own site and place contents on its own file server, including electronic reserves, providing that access to the file servers is restricted to the campus/institutional community."</p> <p>"Upon prior written approval by <--> Press, Licensee may create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement. Following termination of subscription, Licensee may use this copy for permanent access to content and may host it internally, subject to the terms and conditions of this Agreement."</p> <p>"A large part of [the database] is available on CD-ROM and can be obtained for additional fees."</p>	
26. <i>Archiving Right</i>	The right to permanently retain an electronic copy of the licensed materials		
27. <i>Archiving Format</i>	The format of the archival content		
28. <i>Archiving Note</i>	Additional information related to archiving rights, product and format		
Terms Defined Entity: Obligations group			
29. <i>Confidentiality of User Information Indicator</i>	The requirement that user data should not be shared with third parties, reused or resold without permission	"The Distributor and the Producer agree not to disclose any information that would allow third parties to have specific knowledge of the Client's queries."	

Sections of CLIR Standard License Agreement

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Passwords. Authorized Users shall be identified and authenticated by the use of usernames and passwords assigned by Licensee. Licensee shall be responsible for issuing and terminating passwords, verifying the status of Authorized Users, providing lists of valid passwords to Licensors and updating such lists on a regular basis.

Public keys/Certificates. Authorized Users shall be identified and authenticated by means of public-key and X.509 certificates.

Developing Protocols. Authorized Users shall be identified and authenticated by such means and protocols as may be developed during the term of this Agreement.

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- 29 Confidentiality of User Data. Licensors and Licensees 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.

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Sample ERMI Elements Worksheet

LICENSE: Standard License Agreement Demonstration Worksheet

1. Authorized User Definition

Faculty, staff, students, walk-in users _____
Includes affiliated researchers and
independent contractors _____

2. Fair Use Clause Indicator

☒ Present Absent

3. Digitally Copy

<input checked="" type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

4. Digitally Copy Term Note

Licensee and Authorized Users may download and
digitally copy a reasonable portion of the Licensed
Materials.

5. Print Copy

<input checked="" type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

6. Print Copy Term Note

Licensee and Authorized users may print a reasonable
portion of the Licensed Materials

7. Scholarly Sharing

<input checked="" type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

8. Scholarly Sharing Term Note

Limited to minimal, insubstantial amounts for
scholarly, educational, scientific research or
professional use

9. Interlibrary Loan Print Or Fax

<input type="checkbox"/> Permitted (Explicit)	<input checked="" type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

10. Interlibrary Loan Secure Electronic Transmission

<input type="checkbox"/> Permitted (Explicit)	<input checked="" type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

11. Interlibrary Loan Electronic

<input type="checkbox"/> Permitted (Explicit)	<input checked="" type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

12. Interlibrary Loan Term Note

ILL permitted, no format specified

13. Course Reserve Print

<input type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input checked="" type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

14. Course Reserve Electronic

<input checked="" type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

15. Course Reserve Term Note

16. Electronic Link

<input checked="" type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

17. Course Pack Print

<input type="checkbox"/> Permitted (Explicit)	<input checked="" type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

18. Course Pack Electronic

<input type="checkbox"/> Permitted (Explicit)	<input checked="" type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

19. Course Pack Term Note

Course packs allowed, no format specified

20. Remote Access

Yes No x Silent
 (Note: Implied in IV: "regardless of the physical location of such persons.")

21. Concurrent User (enter a number)

☐ Silent

22. Concurrent User Note

23. Other Use Restriction Note

24. Perpetual Access Right

☒ Yes ☐ No ☐ Undetermined

25. Perpetual Access Note

..."in a manner and form substantially equivalent to the means by which access is provided under this Agreement."

26. Archiving Right

☒ Yes ☐ No ☐ Undetermined

27. Archiving Format

☐ Remote ☐ CD ROM ☐ Tape ☒ Unspecified

28. Archiving Note

☒ Yes ☐ No ☐ Undetermined

29. Confidentiality of User Information Indicator

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Danvers, MA 01923
Phone: 978-750-8400
Fax: 978-646-8600

Or make your request online: <http://www.copyright.com/>

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IN WITNESS WHEREOF, the parties have caused this Licensing Agreement to be duly executed as of the date and year below.

On behalf of the Subscriber,

Authorized Signatory	Date	
Name	Title	
Institution		
Street Address		
City	State/Province	Zip/Postal Code
Country (if not United States)		

On behalf of JHUP,

Aileen McHugh Director, Project MUSE® The Johns Hopkins University Press 2715 N. Charles Street Baltimore, MD 21218	Date
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Practice ERM Elements Worksheet**PRACTICE LICENSE**

1. Authorized User Definition

2. Fair Use Clause Indicator

_____ Present _____ Absent

3. Digitally Copy

<input type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

4. Digitally Copy Term Note

5. Print Copy

<input type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

6. Print Copy Term Note

7. Scholarly Sharing

<input type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

8. Scholarly Sharing Term Note

9. Interlibrary Loan Print Or Fax

<input type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

10. Interlibrary Loan Secure Electronic Transmission

<input type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

11. Interlibrary Loan Electronic

<input type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

12. Interlibrary Loan Term Note

13. Course Reserve Print

<input type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited ()
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

14. Course Reserve Electronic

<input type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

15. Course Reserve Term Note

16. Electronic Link

<input type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

17. Course Pack Print

<input type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

18. Course Pack Electronic

<input type="checkbox"/> Permitted (Explicit)	<input type="checkbox"/> Permitted (Interpreted)
<input type="checkbox"/> Prohibited (Explicit)	<input type="checkbox"/> Prohibited (Interpreted)
<input type="checkbox"/> Silent (Uninterpreted)	<input type="checkbox"/> Not Applicable

19. Course Pack Term Note

20. Remote Access

 Yes

 No

21. Concurrent User (enter a number)

22. Concurrent User Note

23. Other Use Restriction Note

24. Perpetual Access Right

 Yes

 No

 Undetermined

25. Perpetual Access Note

26. Archiving Right

 Yes

 No

 Undetermined

27. Archiving Format

28. Archiving Note

29. Confidentiality of User Information
Indicator

 Yes

 No

About the Authors

Trisha Davis is Associate Professor, Rights Management Coordinator and Head, Serials, Electronic Resources and Rights Management Department at the Ohio State University Libraries and has many years experience working with license language. In addition to her work at Ohio State, she has served in two Visiting Program Officer assignments with ARL. Beginning in 1997, she developed and delivered dozens of ARL basic and advanced licensing workshops, providing training for hundreds of librarians. She continued this work, contributing to the development of an Online Lyceum for licensing in 2004. During the ERMI 2 project, she has served as VPO to present several workshops on Mapping License Language to ERM systems. Trisha is currently Chair, ALA ALCTS Acquisitions Section, and is a member of the DLF's Electronic Management Initiative II Steering Group.

Diane Grover is currently Electronic Resources Coordinator at the University of Washington Libraries. She began her present position in 2001, following 20 years of experience in serials and automated library systems. In 2002, Diane served on a development team with Innovative Interfaces to design its electronic resources module based on the DLF ERMI work, and later led "development partner" libraries in mapping the DLF data elements to the electronic resources module within Innovative's Millennium system. She is currently a member of the NISO License Expression Working Group. Grover received her A.M.L.S. from the University of Michigan and held positions at the University of Michigan and Amherst College (Amherst, MA) libraries prior to her appointment at the University of Washington.

