

Syracuse University

SURFACE

Libraries' and Librarians' Publications

Libraries

1-3-2019

Syracuse University Libraries Licensing Principles

Syracuse University Libraries, Syracuse University

Anne E. Rauh
Syracuse University

Robert Cleary
Syracuse University

Natasha Cooper
Syracuse University

Kate Deibel
Syracuse University

See next page for additional authors

Follow this and additional works at: <https://surface.syr.edu/sul>



Part of the [Library and Information Science Commons](#)

Recommended Citation

Syracuse University Libraries, Syracuse University; Rauh, Anne E.; Cleary, Robert; Cooper, Natasha; Deibel, Kate; Page, Amanda; Warren, Scott; and Zuccaro, Jennifer, "Syracuse University Libraries Licensing Principles" (2019). *Libraries' and Librarians' Publications*. 189.
<https://surface.syr.edu/sul/189>

This Report is brought to you for free and open access by the Libraries at SURFACE. It has been accepted for inclusion in Libraries' and Librarians' Publications by an authorized administrator of SURFACE. For more information, please contact surface@syr.edu.

Author(s)/Creator(s)

Syracuse University Libraries, Syracuse University; Anne E. Rauh; Robert Cleary; Natasha Cooper; Kate Deibel; Amanda Page; Scott Warren; and Jennifer Zuccaro

Syracuse University Libraries Licensing Principles

1. Introduction

Syracuse University Libraries' collections support academic excellence in the research, creative, and teaching pursuits of Syracuse University. These collections include books, journals, maps, video, audio, data, and other formats for use by the University community. The Libraries highly prioritizes content that aligns with the teaching and research mission of the University. The Libraries strives to license materials efficiently and consistently with University policies and procurement practices, the library community's best practices, and the values of librarianship.

Though many aspects apply, the following are highly prioritized when evaluating license agreements.

- The Libraries are committed to providing all Syracuse University students, faculty, and staff of all abilities and disabilities equitable access to the libraries' resources and expect agreements to outline how products comply with Section 508 Guidelines and the Syracuse University Accessibility Policy¹.
- The Libraries strive to protect user privacy and confidentiality and expect agreements to comply with this value of librarianship.
- The Libraries support the rights of Syracuse University authors and creators and pursue agreements that protect those rights and that comply with mandates requiring access to research.
- The Libraries value the opportunity to work with our consortia partners² to the benefit of the larger library community and prefer agreements derived from commonly accepted model licenses.
- The Libraries seek agreements on behalf of Syracuse University and is obligated to all University-wide policies³.

2. Key License Clauses

The following clauses exemplify the values stated above.

¹ Information and Communication Technology Accessibility Policy <https://policies.syr.edu/policies/information-technology/information-and-communication-technology-accessibility-policy>

² Syracuse University Libraries are members of NERL and WALDO

³ Syracuse University Policies <https://policies.syr.edu/>

2.1. Accessibility

Syracuse University and its Libraries are committed to providing equitable access to people with disabilities. Per the University's ICT Accessibility Policy⁴, the Libraries seek to license only the most accessible electronic products available. By accessibility, see the most recent version of the W3C's Web Accessibility Content Guidelines.⁵

Understanding that accessibility is an ongoing process requiring time and commitment, the Libraries recognize that some products may not be fully accessible at this time. The Libraries expect all vendors to continue working toward accessibility and places the following priorities on the accessibility of products to license:

1. Providing a Voluntary Product Accessibility Template (VPAT) Version 2.0⁶ or an accessibility statement / evaluation of their current product
2. Guaranteeing the accessibility of the relevant websites' HTML, CSS, and JavaScript
3. Guaranteeing the accessibility of any provided content viewers on the site for images, videos, documents, etc.
4. Guaranteeing the accessibility of new content added to the site after a specified date
5. Beginning remediation of existing content

The Libraries expect that any updates to a site's user interface should not result in less accessibility.

"Licensor shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA (<http://www.w3.org/WAI/guid-tech.html>). Licensor shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Licensor shall provide to Licensee a current, accurate completed Voluntary Product Accessibility Template (VPAT) to demonstrate compliance with accessibility standards (<https://www.itic.org/policy/accessibility>). If the product does not comply, the Licensor shall adapt the Licensed Materials in a timely manner and at no cost to the Licensee in order to comply with applicable law."⁷

2.2. Usability

The Libraries are committed to providing highly useable resources for all patrons. To the greatest extent possible, all products should be interoperable and reflect prevailing standards for the indexing, retrieval, and discovery of content. The Libraries expects interoperability with the following in order to create the most discoverable, visible, and secure resources as possible:

- Integrated Library System (Voyager)
- Discovery Layer (Summon)

⁴ Information and Communications Technology Accessibility Policy <https://policies.syr.edu/policies/information-technology/information-and-communication-technology-accessibility-policy/>

⁵ Version WCAG 2.1 <https://www.w3.org/TR/WCAG21/>

⁶ VPAT <https://www.itic.org/policy/accessibility/vpat>

⁷ Big Ten Academic Alliance Standardized Accessibility License Language, modified to update to AA standard

<https://www.btaa.org/library/accessibility/library-e-resource-accessibility---standardized-license-language>

- Electronic Resource Management System (Intota)
- Link Resolver (360 Link)
- Proxy Server (EZproxy)
- Institutional Repository (Digital Commons)
- Research Information Management System (Pure)

2.3. Privacy and Confidentiality

Privacy is important to Syracuse University and the Libraries as evidenced in the following:

- Syracuse University Libraries Privacy Policy⁸
- Syracuse University's Privacy Policy⁹
- Syracuse University's Compliance with the Family Educational Rights and Privacy Act (FERPA)¹⁰

The Libraries provide notice to users regarding privacy via the Libraries' Privacy Policy¹¹ and Access to Licensed Web Resources Policy.¹² Wording in licenses that requests more specific actions or notifications in relation to specific users regarding personal information collected by vendors or sharing of passwords is not viable.

The Libraries seeks licenses that protects privacy of users and maintains confidentiality in regard to users.

“The Licensor agrees that no personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, usernames and passwords, will be shared with third parties, except in response to a subpoena, court order, or other legal requirement. If Licensor is compelled by law or court order to disclose personally identifiable information of Authorized Users or patterns of use, Licensor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that Licensee or Authorized Users may seek protective orders or other remedies. Licensor will notify Licensee and Authorized Users as soon as is practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.”¹³

2.4. Green Open Access and Author's Own Works

The Libraries seek agreements that allow for self-archiving, retention of publication rights, foster open-access scholarship, and that support institutional and funder policies for authors and creators.

“Notwithstanding any terms or conditions to the contrary in any author agreement between authors and Licensor, authors who are Authorized Users of Licensee (“Authors”), whose work (“Work”) is accepted for publication by Licensor during the Term, shall retain the non-exclusive, irrevocable, worldwide, royalty-free right to use their Work for scholarly and educational purposes,

⁸ Syracuse University Libraries Privacy Policy <https://library.syr.edu/policy/privacy-policy.pdf>

⁹ Syracuse University Privacy Policy <https://www.syracuse.edu/about/site/privacy-policy/>

¹⁰ Syracuse University, Compliance with the Family Educational Rights and Privacy Act (FERPA)

<https://policies.syr.edu/policies/university-governance-ethics-integrity-and-legal-compliance/compliance-with-the-family-educational-rights-and-privacy-act-ferpa/>

¹¹ Syracuse University Libraries Privacy Policy

¹² Syracuse University Libraries Access to Licensed Web Resources Policy <https://library.syr.edu/policy/licensed-resources.php>

¹³ LIBLICENSE Model License Agreement, Section 5.1.r <http://liblicense.crl.edu/licensing-information/model-license/>

including self-archiving or depositing the Work in institutional, subject-based, national, or other open repositories or archives (including the author's own web pages or departmental servers), and to comply with all grant or institutional requirements associated with the Work. The parties to this License agree that Licensee's Authors are third party beneficiaries of this provision of the Agreement. Nothing in this section shall eliminate or limit any other rights that Licensee or any Author may have to deposit, host, or make available the Work published by Licensor.

Scholarly and educational purposes encompass teaching, research, and institutional needs, including but not limited to the right to (a) use, reproduce, distribute, perform, and display the Work in teaching, conference presentations, and lectures; (b) make full use of the Work in future research and publications; (c) republish, update or revise the Work in whole or in part for later publication; (d) meet requirements and conditions of research grants or publishing subventions provided by government agencies or non-profit foundations, and; (e) grant to the Author's employing institution some or all of the foregoing rights, as well as permission to use the Work in connection with administrative activities such as accreditation, mandated reports to state or federal governments, and open-access policies, and similar purposes. In all cases, the Author and/or the Author's employing institution will be expected to provide proper citation to the published version of the Work."¹⁴

2.5. Gold Open Access Option

The Libraries support a gold open access model of publishing. The Libraries seek agreements that provide opportunities to offset subscription fees through equitable economic models, as evidenced through journal subscriptions supporting gold open-access or institutional memberships.

"In the event that Licensor offers an open access option to its authors, Licensor agrees to annually review the number of open access articles published in the Licensed Materials under the open access option. For all Licensed Materials in which such articles are published, Licensor will share with Licensee the number of articles published under the open access option by all authors, and number of articles and citations by authors at Licensee's institution, listed by journal title. Licensor will enter into good faith discussions with Licensee concerning mechanisms by which open access publication fees can offset the subscription fees paid by Licensee and other subscribers of Licensed Materials, with a goal of reducing subscription fees in proportion to the revenue received through such open access publication fees."¹⁵

2.6. Scholarly Sharing and Citation

The Libraries are committed to fostering the collaboration of scholars and to the continued creation of knowledge. The Libraries seek agreements that allow for the sharing of content that support collaboration and creation.

"Authorized Users may transmit to a third party colleague, in paper or electronically, reasonable amounts of the Licensed Materials for personal, scholarly, educational, scientific, or research uses, but in no case for resale."¹⁶

¹⁴ LIBLICENSE Model License Agreement, Section 3.4

¹⁵ Big Ten Academic Alliance Library Initiatives Standardized Agreement Language, Section 14

<https://www.btaa.org/library/licensing/standardized-agreement-language>

¹⁶ LIBLICENSE Model License Agreement, Section 3.2.g

“Authorized Users may use, with appropriate credit, figures, tables, and brief excerpts from the Licensed Materials in the Authorized User’s own scientific, scholarly, and educational Works.”¹⁷

“For the avoidance of doubt, Licensee and Authorized Users may use citation and abstract information in faculty profiling systems, in lists of publications on faculty and institutional web pages, and to create bibliographies.”¹⁸

2.7. Education, Teaching, and Research

The Libraries’ collections support the education, learning, and research mission of Syracuse University and the Libraries’ seek agreements that allow for the use of materials for educational, teaching, and research purposes.

“Licensee and Authorized Users may extract and use excerpts from Licensed Materials for academic research, scholarship, and other educational purposes, including extraction and manipulation for the purpose of illustration, criticism, teaching, research, and analysis.”¹⁹

2.8. Course Reserves and Links

To support the curriculum requirements of Syracuse University, the Libraries seek agreements that allow for the use of materials in course reserves.

“Licensee and Authorized Users may use the Licensed Materials for print and electronic reserves in connection with specific courses of instruction offered by Licensee. Use of electronic hyperlinks may be provided from the Licensee’s and Authorized Users’ web page(s) to individual units of content within the Licensed Materials.”²⁰

2.9. Data and Text Mining

The Libraries support the multitude of methods in which its users interact with licensed content and therefore seek agreements that allow for data and text mining for educational, teaching, and research purposes covered under US Copyright Law, Section 107 (Fair Use).

“Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes, utilize and share the results of text and/or data mining in their scholarly work, and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials. Licensor will cooperate with Licensee and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized User. If Licensee or Authorized Users request the Licensor to deliver or otherwise prepare copies of the Licensed Materials for text and data mining purposes, any fees charged by Licensor shall be solely for preparing and delivering such copies on a time and materials basis.”²¹

¹⁷ LIBLICENSE Model License Agreement, Section 3.2.h

¹⁸ LIBLICENSE Model License Agreement, Section 3.2.i

¹⁹ LIBLICENSE Model License Agreement, Section 3.2.f

²⁰ LIBLICENSE Model License Agreement, Section 3.2.c

²¹ LIBLICENSE Model License Agreement, Section 3.2.j

2.10. Caching

The Libraries subscribe to the Budapest Open Access Initiative definition of rights and access and does not consider caching of digital copies to be derivative works. Therefore, the Libraries seek agreements that allow caching.

“Licensee and Authorized Users may make local digital copies of Licensed Materials as necessary to ensure efficient use by Authorized Users’ browsers or software. The cached copy is not a derivative.”²²

2.11. Authorized Users

Syracuse University establishes authorized users, the Libraries do not. Syracuse University Human Resources and Housing, Meal Plan, and I.D. Card Services maintain the relationship status of Syracuse University community members. The credentials of our authorized users are exported to our patron feed five times per week, which controls the users who will have access to electronic resources. Definitions provided by resource providers may present conflict by excluding one or more groups therefore the Libraries seek agreements that define authorized users as current students, faculty, and staff of Syracuse University and other valid and current ID holders, regardless of the physical location of such persons, when appropriate. Further restrictions may apply on a resource by resource basis. “Walk-ins” are considered authorized users of licensed e-resources only while on the Syracuse University campus.²³ Walk-in access at Syracuse University is temporary and limited to specific time intervals.²⁴

“The Licensor and Licensee define “Authorized Users” as the following: a. The Licensee’s full-time and part-time students, regardless of their physical location; b. The Licensee’s full-time and part-time employees (including faculty, staff, affiliated researchers, and independent contractors), regardless of their physical location; c. Other valid ID holders; and d. Patrons not affiliated with Licensee, who are physically present at Licensee’s site(s) (“Walk-ins”).”²⁵

2.12. Authentication

The Libraries strives to meet the needs of users working both on and away from our physical campus while satisfying the restrictions agreed up on in our licenses. To do so, the Libraries seek resources that are authenticated by our IP range and allow for the use of our proxy server (EZproxy).

“Licensor will use reasonable efforts to provide authentication methods that conform to current industry standards, and will cooperate with Licensee in the implementation of new authentication protocols and procedures as they are developed during the term of this Agreement.”²⁶

2.13. Usage Rights

Syracuse University licenses resources for the use of its community and seeks licenses that do not hinder the users’ preferences for reading and utilizing the content.

²² LIBLICENSE Model License Agreement, Section 3.2.k

²³ Authorized Users for the Libraries Licensed E-Resources Policy, p.1.

²⁴ SU Visitor Wireless Access Guide <https://answers.syr.edu/display/network/SU+Visitor+Wireless+Access+Guide>

²⁵ LIBLICENSE Model License Agreement, Section 3.1

²⁶ LIBLICENSE Model License Agreement, Section 4.2

“Licensee and Authorized Users may electronically display, download, digitally copy, and print a reasonable portion of the Licensed Materials. Licensee may charge a reasonable fee to recover costs of copying or printing portions of Licensed Materials for Authorized Users.”²⁷

2.14. Interlibrary Loan

The Libraries are committed to providing access and use of resources through resource sharing networks. The Libraries seek agreements that allow for interlibrary loan lending.

“Licensee may fulfill requests from other libraries, called Interlibrary Loan, using electronic, paper, or intermediated means. Licensee agrees to fulfill such requests in accordance with Sections 107 and 108 of the U.S. Copyright Act.”²⁸

2.15. Hosting

When licensing electronic resources the Libraries’ strong preference is for content that resides on vendor-hosted platforms that comply with all applicable accessibility requirements. The Libraries will make exceptions to this practice only under rare circumstances. Local hosting solutions must undergo a Digital Library Program review that addresses whether the requisite infrastructure, resources, and expertise exists to host, secure, deliver, and preserve such digital content in perpetuity, and gauges what impact, if any, doing so would have on other digital projects. When the Libraries do choose to host third-party licensed resources, the content must not have any extra Digital Rights Management (DRM) compared to a vendor-hosted option and the Libraries must have secured perpetual access rights to any locally hosted content.

2.16. Uploading

While licensed content resources may allow uploading or integration of additional content, data, or materials by authorized users, such uploading may lead to the resource being interpreted as software rather than content. Software review and licensing is a process outside regular collections workflows. Therefore, the Libraries seeks agreements where input and upload features are deactivated.

“At all times during the term of this Agreement, Licensor shall deactivate the Input Feature for Licensee, and maintain such deactivation, unless and until an attorney of Office of University Counsel provides Licensor with a signed, written notice instructing Licensee to activate the Input Feature. During the deactivated status of the Input Feature, Licensor shall not receive, accept, process, handle or store any Input Data that Licensee or any of its Representatives might attempt to submit to Licensor.”²⁹

2.17. Usage Statistics

The Libraries values usage statistics for the purposes of evaluating subscribed e-resources. Usage data should be:

- COUNTER compliant³⁰
- SUSHI compliant³¹

²⁷ LIBLICENSE Model License Agreement, Section 3.2.a

²⁸ LIBLICENSE Model License Agreement, Section 3.2.b

²⁹ Language adapted from IP.com and Syracuse University Counsel

³⁰ COUNTER Code of Practice <https://www.projectcounter.org/>

³¹ Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol, ANSI/NISO Z39.93-2014

<https://www.niso.org/standards-committees/sushi>

- Retrievable from the provider's site, delivered via a usage statistics provider, or by request from the vendor

“Licensor shall provide to Licensee [monthly] usage statistics for the Licensed Materials. Statistics shall meet or exceed the most recent project Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release,³² including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, Licensor shall comply with the implementation time frame specified by COUNTER to provide use statistics in the new standard format.”³³

As the Project COUNTER work benefits the entire library community, the Libraries seek to include their recommended language in its agreements.

“The licensor confirms to the licensee that usage statistics covering the online usage of the products covered by this license will be provided. The licensor further confirms that such usage statistics will adhere to the specifications of the COUNTER Code of Practice, including data elements collected and their definitions; data processing guidelines; usage report content, format, frequency and delivery method.”³⁴

User privacy is important, including, but not limited to the privacy of usage statistics (see also section [2.3 Privacy and Confidentiality and Confidentiality](#)).

“Licensor shall not provide Licensee's usage statistics in any form to any third party without the Licensee's written authorization, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy laws. The Licensor shall not disclose or sell to other parties usage data or information about the Licensee or its Authorized Users without the Licensee's express written permission or as required by law.”³⁵

2.18. Cancellation

The right to cancel with appropriate notice is important to preserve decision-making with budgetary implications as evaluation of resources based on usage data may reveal an unjustified cost-benefit ratio. The Libraries seeks renewal or cancellation terms that include a minimum of 30 days' notice prior to either party's notification of cancellation. In cases when the Libraries cancels after payment for the current subscription, the Libraries seek a pro-rated refund. Post-cancellation rights should include access to content for those years.

“This agreement shall be renewable at the end of the current term for a successive term unless either party gives written notice of its intention not to renew forty-five (45) days before expiration of the current term.”³⁶

³² COUNTER Code of Practice

³³ LIBLICENSE Model License Agreement, Section 4.2.q

³⁴ COUNTER Code of Practice, Section 10.1

³⁵ LIBLICENSE Model License Agreement, Section 4.2.q

³⁶ NorthEast Research Libraries Consortium Generic License agreement for Electronic Resources, Section IX

<http://nerl.org/nerl-documents/nerl-model-license>

“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 on their behalf for any remaining period of the Agreement from the date of termination.”³⁷

Additionally, the Libraries seeks licenses that include a force majeure clause, as either party may desire to cancel.

“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, labor strikes, and/or any other cause beyond the reasonable control of the party whose performance is affected.”³⁸

2.19. Perpetual Access and Preservation

Licenses should specify the content and means by which the Libraries access said content in perpetuity, if post-cancellation access rights are included. The Libraries strongly prefer vendors that utilize industry-standard solutions such as LOCKSS, CLOCKSS, or PORTICO for both post-cancellation access (if applicable) and digital preservation.

Clauses should:

- Specify access means
- Feature industry standards
- Feature low or no additional payments
- Not offer local hosting as the default option
- Not diminish any rights and guarantee that all rights continue as before

The Libraries expects perpetual access in the following cases:

- Content in fixed final form (i.e. books, journal articles, films, etc.), with the corpus comprised of many subunits, each of which can be used independently of the entire corpus
- A backfile or historic section of an ongoing publication
- A fixed archival content purchase
- Not a growing index or resource which requires querying of a dataset to produce a result
- Licensed as part of a growing front list with decided agreement and expectation that subscribed years have post-cancellation rights
- Content is expected to have long term relevance

“Except for termination for cause, Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that the Licensee subscribed to during Agreement’s duration. 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. Licensor may allow a third party to provide continued access to the Licensed Materials without additional expenditures by the Licensee.

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

³⁷ NorthEast Research Libraries Consortium Generic License agreement for Electronic Resources, Section X

³⁸ LIBLICENSE Model License Agreement, Section 10.3

of this Agreement. Licensed Materials may be made available to any Big Ten Library participants who indicate a right to those Licensed Materials.

Licensor acknowledges that Licensee may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise Licensee's rights under this Agreement. Licensee agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. Licensee may perpetually use the third-party trusted system to access or store the Licensed Materials, so long as Licensee's use is otherwise consistent with this Agreement."³⁹

2.20. Click-through Licenses

The Libraries support compliance with providers' terms and reminds users of compliance via the Access to Licensed Web Resources Policy⁴⁰ therefore the Libraries prefer that providers not require individual users to click through an agreement when starting to use a resource.

Should a click-through license be required, the Libraries require that the terms and conditions of use listed on a site with the license agreement signed with Syracuse University, or include in the signed agreement that the latter has priority over the site terms/conditions.

"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" 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 such terms and this Agreement, the terms of this Agreement shall prevail."⁴¹

2.21. Non-Disclosure Agreement

The Libraries encourages and participates in collaborative efforts with other libraries and consortia partners regarding our holdings and policies and seeks licenses that do not place us under a non-disclosure agreement (NDA).

If a license does require an NDA, the NDA should allow for the sharing of license language with other institutions while preventing disclosure of other aspects, such as pricing.

2.22. Jurisdiction

Syracuse University requires governance of agreements within Onondaga County, State of New York.

"The Agreement shall be governed by and construed in accordance with the laws of the United States and the State of New York. All disputes arising in connection with the present Agreement shall be resolved in Onondaga County of the State of New York."

³⁹ Big Ten Academic Alliance Library Initiatives Standardized Agreement Language, Section 20

⁴⁰ Syracuse University Libraries Access to Licensed Web Resources Policy

⁴¹ NorthEast Research Libraries Consortium Generic License agreement for Electronic Resources, Section V

3. Acknowledgements

The Syracuse University Libraries' Licensing Principles and Workflows Team would like to acknowledge the following documents and their corresponding authors and organizations for their work upon which this document is built.

Baildon, Michelle, Dana Hamlin, Czeslaw Jankowski, Rhonda Kauffman, Julia Lanigan, Michelle Miller, Jessica Venlet, and Ann Marie Willer. "Creating a Social Justice Mindset: Diversity, Inclusion, and Social Justice in the Collections Directorate of the MIT Libraries." Report, February 9, 2017.

<http://dspace.mit.edu/handle/1721.1/108771>.

Big Ten Academic Alliance. "Consortial Licensing." Accessed August 6, 2018.

<http://www.btaa.org/library/licensing/introduction>.

Boczar, Jason, Nina Collins, Rebel Cummings-Sauls, Terri Fishel, Valerie Horton, Harrison Inefuku, Sarah Melton, et al. "An Ethical Framework for Library Publishing." *Ethical Framework for Library Publishing*, July 6, 2018.

<https://doi.org/10.5703/1288284316777>.

California Digital Library. "Information for Vendors." Accessed August 6, 2018.

<https://www.cdlib.org/gateways/vendors/>.

Center for Research Libraries. "Tools and Resources for Licensing." Accessed August 6, 2018.

<https://www.crl.edu/electronic-resources/tools-resources>.

"Committee - NISO RP-7-2012, SERU A Shared Electronic Resource.Pdf." Accessed August 22, 2018.

https://groups.niso.org/apps/group_public/download.php/8593/RP-7-2012_SERU.pdf.

Consortium of Academic and Research Libraries in Illinois. "Electronic Resource Licensing Principles." Accessed August 6, 2018. <https://www.carli.illinois.edu/products-services/eres/licensing-principles>.

COUNTER. "COUNTER Code of Practice." Project Counter. Accessed August 22, 2018.

<https://www.projectcounter.org/>.

Johnson, Sharon, Ole Gunnar Eversen, Julia Gelfand, Glenda Lammers, Lynn Sipe, and Nadia Zilper. "Key Issues for E-Resource Collection Development: A Guide for Libraries." IFLA Acquisition & Collection Development Section, 2012. <https://www.ifla.org/publications/key-issues-for-e-resource-collection-development-a-guide-for-libraries>.

LIBLICENSE. "Model License." Center for Research Libraries, November 2014. <http://liblicense.crl.edu/licensing-information/model-license/>.

Licensing Principles Research Team of the Charlotte Initiative. "Charlotte Initiative Licensing Principles Research Team White Paper." Accessed August 6, 2018. <http://charlotteinitiative.uncc.edu/ci/about>.

Massachusetts Institute of Technology. "Institute-Wide Task Force on the Future of Libraries—Preliminary Report," October 24, 2016.

NISO SERU Standing Committee. "SERU: A Shared Electronic Resource Understanding." Baltimore, MD: National Information Standards Organization, May 2012.

https://groups.niso.org/apps/group_public/download.php/8593/RP-7-2012_SERU.pdf.

NorthEast Research Libraries Consortium. "NERL Model License." NorthEast Research Libraries Consortium. Accessed August 22, 2018. <http://nerl.org/nerl-documents/nerl-model-license>.

Ottenheimer Library, University of Arkansas at Little Rock. "Collection Management Guidelines - Electronic Resources." Ottenheimer Library. Accessed August 6, 2018. <https://ualr.edu/library/cd-guidelines-electronic/>.

"TERMS: Techniques for Electronic Resource Management." Accessed August 6, 2018. <https://library.hud.ac.uk/blogs/terms/>.

Triangle Research Libraries Network. "Licensing Principles And Guidelines." 2013. Accessed August 6, 2018. <https://www.trln.org/files/2016/07/PrinciplesAndGuidelines-1.pdf>.

University of North Texas Libraries. "UNT Manifesto: Expectations for Library Vendors," March 14, 2018. <http://www.library.unt.edu/collection-management/unt-manifesto-expectations-library-vendors>.

University of Rochester River Campus Libraries. "Guiding Principles for Collection Development and Management." Accessed August 6, 2018. <https://www.library.rochester.edu/collection-management-principles>.