

## VALE ELECTRONIC RESOURCE LICENSING AGREEMENTS PREFERRED TERMS

This document describes the preferred licensing terms and stipulations for negotiating licensing terms as well as on-site and remote access for participating VALE member libraries. These terms, developed by the VALE Finance Committee, are broken down into several categories. Each category describes the consortial practices that best meet the needs of VALE member libraries and the institutional users of the electronic resources licensed on their behalf. Effective October 2004 and in all future revisions, VALE endorses and ascribes to the principles that appear in the "Statement of Current Perspective and Preferred Practices for Selection and Purchase of Electronic Information," International Coalition of Library Consortia (ICOLC) <http://www.library.yale.edu/consortia/2004currentpractices.htm> which are not inconsistent with the other terms listed below.

- (1) **Authorized Users** shall be defined as all faculty, students and staff of the subscribing VALE member institutions as well as library walk-in patrons physically present in a subscribing library. New Jersey State Library authorized users include, in addition, state employees who are registered borrowers.
- (2) **Remote Access** may be extended to all Authorized Users defined above except walk-in patrons without direct affiliation to the subscribing institution. Subscribing libraries will ensure that remote access is restricted to only Authorized Users by implementing an authentication process such as a proxy server or virtual private network or through the provision of vendor-supplied usernames and passwords.
- (3) **Interlibrary Loan** service, defined as the sharing of print or electronic copies of articles and other documents between libraries upon request by a specific patron, is permissible and consistent with fair use subject to the same limitations that apply to paper copies made for that purpose from print publications. Subscribing libraries will observe all standard interlibrary loan copyright limitations and protections.
- (4) VALE member libraries may select electronic full-text articles from databases that their library licenses through VALE in their **electronic reserves systems** providing that these are restricted to use by only the **authorized users** as described above. No separate copyright permissions need to be obtained if the above guideline is followed. All items linked in **electronic reserves systems** will be accessible on-site and remotely using one of the selected authentication systems described in Section 2 above.
- (5) VALE member libraries concur with the members of the International Coalition of Library Consortia (ICOLC) and agree with the authors of the document known as "*Urgent Action Needed to Preserve Scholarly Electronic Journals*" that the issue of long-term archiving needs to be brought into sharper focus by the library community and its partners in the domain of scholarly

communication. VALE will work with other library consortia, publishers and other vendors and insist on contract language that assures electronic access into perpetuity.

**(6) Automatic License Renewals** will not apply to any VALE database license agreement. There will be no automatic roll-over licenses.

**(7) Database Price Changes** will be communicated to the VALE consortium at least 120 days prior to the end of term of the license agreement.

**(8) The Official Consortium Representative** is the Chair of the Executive Committee who is authorized by each of the consortium members to enter into a licensing agreement including its amendments in their names and on their behalfs, and to represent the consortium members on all matters relating to the license.

**(9) Authorized Signature** for VALE consortial licensing agreements will be signed by the Chair of the Executive Committee as the official representative of VALE. The current chair is David Pinto, Library Director at Richard Stockton College of New Jersey, P.O. Box 195, Pomona, NJ 08240, email: [david.pinto@stockton.edu](mailto:david.pinto@stockton.edu) or voice: (609) 652-4555.

**(10) The Fiduciary Agent** for VALE will remain William Paterson University and all invoices and payments will be processed at the David and Lorraine Chang Library at William Paterson University, c/o Anne Ciliberti, Library Director, 300 Pompton Road, Wayne, NJ 07470, voice: 973-720-2113. William Paterson University is not, however, the official representative of VALE nor empowered to sign contracts/licenses on VALE's behalf.

**(11) The official Licensing Party** for all contracts, licenses and agreements should clearly state that the contract is between the vendor and the VALE consortium and include a complete list of the institutions licensed for database access.

**(12) Usage Data** shall be provided by the vendor to both the VALE consortium and to the individual subscribing member libraries on a periodic basis (at least once per year). The data reported shall conform as closely as possible to the standards published by the International Coalition of Library Consortia (ICOLC) in its *Guidelines for Statistical Measures of Usage of Web Based Information Resources* (<http://www.library.yale.edu/consortia/2001/webstats.htm>). Usage data provided to the VALE consortium will itemize usage data by institution as well as an aggregated summary of all participants. The data provided to the individual subscribers will report usage for that institution only.

**(13) All VALE licensing agreements assume that each participating institution assumes fiscal responsibility for the payment of their portion of any fees assessed by the vendor.** All vendor payments by individual institutions are made to William Paterson University, the current fiduciary agent for VALE.

**(14) Each of the participating libraries covered by a VALE electronic licensing agreement shall take reasonable measures to insure compliance with its terms and conditions. Reasonable measures** may include appropriate signage delineating particular restrictions located at or near

workstations, announcement on the library's Web page or on login pages to a particular resource. Each participating library may use the method that best insures compliance within their unique environment.

**(15)** VALE member libraries comply with the New Jersey Confidentiality of Library Records Law. ***Library records that contain the names or other personally identifying details regarding the users of the libraries are confidential under NJSA:73-43.1, the New Jersey's Confidentiality of Library Records Law.*** New Jersey law continues to protect the confidentiality of library records, and remains unchanged since Congress enacted the USA Patriot Act. Library records can only be disclosed if the person making the request presents a subpoena issued by a court or court order.

**(16)** The electronic resource vendor agrees to ***Indemnify***, defend and hold the VALE Consortium and its participating members harmless in performing its obligations in relation to the relevant license. This statement applies as long as the licensee (the VALE Consortium and its participating member libraries) did not cause, knowingly assist or condone the continuation of any known breach after becoming aware of an actual breach having occurred.

**(17)** All vendor licensing agreements shall be governed by and construed in accordance with the laws of the ***State of New Jersey***.