

**eBooks & Libraries Series Part 3:
eBook Licenses**

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Read the license!

- Before you purchase eBooks for your library collection, read the license to see if what you are paying is acceptable for what you are getting in return.
- I.e., do the terms and conditions of the “use” you are licensing make economic sense for the money you are paying?

Two Parts

- Part 1 – copyright and contract law in eBook licensing
- Part 2 – sales models for eBooks and alternatives

Copyright law – rights to use materials in the library’s collection



- ☞ Copyright owner’s rights section 106
- ☞ Reproduction
- ☞ Adaptation
- ☞ Distribution
- ☞ Public performance
- ☞ Public display

Copyright law

beautiful in its simplicity



- ☞ Section 108 – exceptions for libraries and archives
- ☞ Section 107 – Fair Use
- ☞ Section 110 – exceptions for public displays & performances & online courses



Section 108 provides rights for libraries, EXCEPT



Section 108 (f)(4)

- (f) Nothing in this section —
- (4) in any way affects the right of fair use as provided by section 107, or any contractual obligations assumed at any time by the library or archives when it obtained a copy or phonorecord of a work in its collections.

Where does licensing fit in?



Copyright law vs. contract law

Fair Use, 108, 110 = copyright law

Licenses = contract law

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Contract law



☞ A license is one type of contract

☞ E.g., types of contracts can include sale of goods, sale of services, transfer of intangible rights, license to use property, etc.

☞ A license is an agreement by an owner to grant permission to another to use the owner's property, with or without restriction, in exchange for consideration (usually \$)

License Terms & Copyright Section 108



☞ Section 108 rights

☞ Copies for users

☞ Replacement copies for the library

☞ Interlibrary loan

License Terms & Copyright Section 108

- ☞ License terms that will trump your 108 rights
 - ☞ Restrictions on users' copying
 - ☞ Prohibition against ILL



License Terms & Copyright Section 107

- ☞ Section 107 Fair Use
 - ☞ Copying and other educational uses
 - ☞ Four factors weighed:
 - ☞ Purpose and character of the use
 - ☞ Nature of the work
 - ☞ Amount & substantiality
 - ☞ Effect on the market



License Terms & Copyright Section 107



- ☞ License terms that will trump your 107 rights
 - ☞ Prohibition against reserves
 - ☞ Prohibition against duplication for classroom use
 - ☞ Prohibition against student use of materials

License Terms & Copyright Section 110

- ☞ Section 110(2)
 - ☞ TEACH Act
 - ☞ Use of materials in online course sessions
- ☞ eBook license terms that will trump your TEACH Act rights
 - ☞ No use in online courses

Part 2

- ☞ Sales models for eBooks and alternatives



A sampling of eBook vendors

- ☞ 3M
- ☞ ABC-CLIO eBooks
- ☞ ACLS Humanities E-Book Project
- ☞ Amazon Kindle
- ☞ Apple iBooks
- ☞ CQ Press
- ☞ Credo Reference
- ☞ ebrary
- ☞ EBSCO/NetLibrary
- ☞ OverDrive
- ☞ Oxford University Press
- ☞ ProQuest
- ☞ Recorded Books
- ☞ Springer Ebooks
- ☞ STAT!Ref (Teton Data Systems)
- ☞ TumbleWeed
- ☞ Univ of Mich Press
- ☞ and many, many more...

Some eBook sales models



1. Individual titles not packaged for sale to libraries
2. Individual titles or collections licensed "in perpetuity" (or with archival rights)
3. Individual titles or collections licensed with restrictions on duration
4. Subscriptions to full-text databases that include eBooks (no archival rights or perpetual access)
5. Subscriptions to eBook collections (no archival rights or perpetual access)
6. ILL payment model

To complicate the process further:



- ☞ Single library purchase or shared group access
- ☞ Library-selected vs. Patron-Driven Acquisition or Demand-Driven Acquisition (PDA/DDA)
- ☞ Book bundles
- ☞ Unglue.it
- ☞ With or without Digital Rights Management (DRM)

1. Individual titles not packaged for sale to libraries



- ☞ Person downloads the book directly from an eBook store onto a computer or eReader
- ☞ Click-through license agreeing to terms prior to purchasing



1. Individual titles not packaged for sale to libraries



- ☞ May a patron buy and transfer to you?
- ☞ May you buy for the library and lend to patrons?
 - ☞ Download to their eReaders?
 - ☞ Lend pre-loaded eReaders?



2. Individual titles or collections licensed "in perpetuity" (or with archival rights)



- ☞ Library buys the book once and owns it "in perpetuity" which may involve annual maintenance fee to access on vendor's platform.
- ☞ May involve archival rights if no longer accessed via vendor's platform.
- ☞ Usually "one book, one user" with views or loans permitted to Authorized Users; may or may not permit ILL.

3. Individual titles or collections licensed with restrictions on duration



- ☞ Titles licensed to the library are not "in perpetuity"
 - ☞ E.g., for set period of time
 - ☞ E.g., for set number of uses

4. Subscriptions to full-text databases that include eBooks (no archival rights or perpetual access)

- ☞ Library subscribes to a full-text database with content from journals, newspapers, pamphlets, and books.
- ☞ No "check out" because usually unlimited users
- ☞ Limited to Authorized Users for remote access, with clause allowing walk-ins on-site access
- ☞ Usually no ILL

5. Subscriptions to eBook collections (no archival rights or perpetual access)

- ☞ Similar to a full-text database subscription, except that the content is entirely from eBooks for a set term of use.
 - ☞ Content may vary year-to-year
 - ☞ Content may even change during subscription year
 - ☞ Vendor determines content
 - ☞ Non-renewal means loss of access (no archiving)

6. ILL payment model

- ☞ OCLC and Ingram example
 - ☞ Patron places ILL request for a book in ILLiad
 - ☞ OCLC ILL system alerts ILL staff that title is available as Ingram eBook, and staff processes request
 - ☞ Patron downloads and has access for nine days
 - ☞ Library pays 15% of purchase price for one patron's nine-day access via IFM
 - ☞ After nine days, neither patron nor library have access

Applying the "what are you getting, what are you paying" formula



For example, a patron wants an eBook that costs \$100 and is not in your collection

- \$15.00 for patron to access for nine days vs. pay for costs of ILL of print version vs. buy print or eBook for collection
- Immediate brief access vs. delayed long-term access
- Costs? Will other patrons want? Is 9 days enough? Does immediacy matter?

Factors to consider



- ☞ Sharing?
 - ☞ One library's patrons only
 - ☞ Group access
 - ☞ ILL



Factors to consider



- ☞ Librarian selection vs. patron selection
 - ☞ PDA/DDA selection based on patron usage



Alternatives



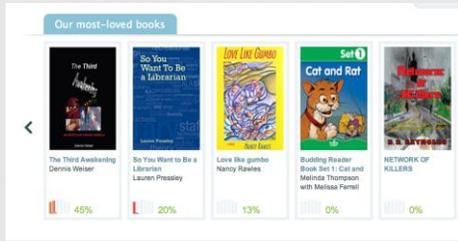
- ☞ DRM-free alternatives
- ☞ Project Gutenberg
- ☞ GoogleBooks and HathiTrust
- ☞ Unglue.it
- ☞ Book bundles
 - ☞ E.g., Humble eBook Bundle - offered a bundle of eBooks for a set time at price purchaser willing to pay



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Libraries fighting back



- ☞ Library Renewal
- ☞ The Big 6
- ☞ Douglas County Library's ebook model
- ☞ DPLA



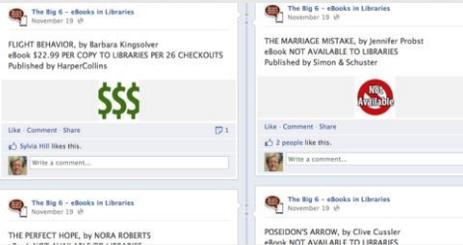
Library Renewal



Facebook campaign against the Big6



The BIG 6 posts



Douglas County Library



- Library director Jamie LaRue and Mary Minow of librarylaw.org
- Ebook model of purchasing directly from the publishers
- Statement of Common Understanding for Purchasing Electronic Content

Digital Public Library of America (DPLA)



Websites



- Unglue.it <https://unglue.it>
- DPLA <http://dp.la>
- Library Renewal <http://libraryrenewal.org>
- The Big 6 <http://www.facebook.com/thebig6ebooks>
- Project Gutenberg <http://www.gutenberg.org>
- GoogleBooks <http://books.google.com>
- HathiTrust <http://www.hathitrust.org>
- Douglas County Library <http://jaslarue.blogspot.com/2012/01/statement-of-common-understanding-for.html>
- Smashwords <http://www.smashwords.com/>

Questions?



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