

Role of license use to e-resources in Health science Libraries.

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Abstract:

Electronic resources are most important in Health Science libraries. In 21st Century e-resources offer enormous benefits, provide user faster, more convenient and more use in clinical oriented users. But License agreement has major role to acquire the document from publisher or authorized persons. Library committee should take decision to improve the infrastructure facilities. Librarian will have to take extreme step before choose e-resources. He should know what significance of licensing for E-resources are useful for the health science libraries. The internet is providing information to the library officers through identification number or I P number. The library users are controlled by I P Code and it has been provided information with licensing principles. The licensing principles are controlling their users through the agreement. The licensing principles are providing guidance to the library staff in working with others. It has been created to agreements that respect the right and obligation of both parties.

Keywords: *Electronic Resources: License agreement: Principles of license: Features in license Agreements*

Introduction:

Electronic information resources offer enormous benefits, provide user faster, more convenient, 24-hours desktop access home or campus, as well as special feature such as hypertext link to related information, graphics, audio, video, and animation. These resources also benefits to libraries as they don't take up valuable space on library shelves. E-resources can't be stolen or destroyed. Depending on the license agreement, they allow more than one user to access information at the same time.

Significant portions of the libraries' collection money are spent on electronic resources. Almost every electronic book, database, and journal provided by the libraries is licensed. Each publisher's license agreement outlines specific terms and conditions under which the resources can be used. Within each library and campus, licenses go through several layers of review and negotiation before they are signed. Licensing e-resources allows libraries to provide access to

many more titles than they could afford to purchase and shelve in paper format. These resources also provide superior indexing, retrieval, and access capabilities.

Definition: A license agreement is a contract between an intellectual property owner (or licensor) and a potential user (or licensee). Unlike print resources, libraries do not own most electronic or digital resources. Instead, a license agreement is negotiated and signed with each owner which allows the library's users to access the electronic information for a specified amount of time for a specified fee. Most resources license include detailed language that specifies, who has the right to access the information how information, may be used, stored and transmitted, who is liable for violations or misuse, who will be permanently accessible and the charges for accessing the information etc. These are decided by the time of license and agreement.

Licensing:

When acquiring electronic resources usually the collection development or acquisition section should negotiate vendor licensing agreements in consultation with the appropriate subject specialist and technical service staff collection development and acquisition section maintains the file containing copies of all licensing agreements. Final responsibility for compliance with licensing agreements rests with the head of acquisition section in consultation with the relevant members of the libraries committee, the organizations purchasing department and the organization's legal section as may be necessary.

Information providers should employ a standard agreement that describes the rights of the libraries and their authorized users in readable and explicit. They reflect realistic expectations about organization's ability to monitor use and discover abuse. Agreement should contain indemnification against third party copyright infringement liability and application of state laws.

License should permit for use of all information for non-commercial educational instructional and research purpose by authorized users. Authorized users are defined as all currently enrolled students' faculty staff or off campus or visiting patrons located in the libraries. License should include interlibrary loan permissions whenever feasible. Information providers should be able to link their access control mechanisms to their products should not require individual password and /or user ID.

The Significance of licensing for e- resources:

Digital content entered the market, contract law was almost immediately pitted against copyright as both publisher and librarians grappled with the reality that contracts trump copyright. Electronic delivery raised the possibility that new business models could be created that parsed previously bundled uses of content. The new possibilities for selling limited rights to use content immediately engendered interest in using contracting approaches to library sales. In addition, almost all early digital content was expensive to produce and consequently first generation of electronic resources products were licensed to libraries using negotiated agreements. Uncertainty was high on both sides of the sales counter and price into user rights site definitions applicable law, indemnification, and a host of other issues. The process was license negotiation by earliest days. The process of license negotiation is time consuming and resources intensive, requiring significant expertise by both participants in any balanced negotiation. At first, both the publishing and library communities faced steep learning curves. Great efforts were made by a variety of individuals and organizations to educate stakeholders and to create and promulgate best practices.

License Functions:

- Communicate to end users
- Permitted users
- Restrictions
- Communicate to staff
- Inter Library Loan rights, reserve rights, confidentiality requirements.
- Product termination and Renewal.
- Contract termination and renewal.
- Reporting.
- License permit access by alumni.

Licensing Principles

USERS

1. Authorized users are defined as full and part-time students and employees (which include faculty, staff, affiliated researchers and independent contractors) of Licensee, who are authorized by Licensee to access the Product regardless of the physical locations of such persons. Any provisions limiting access based on geographic locations are not acceptable.
2. Patrons not affiliated with Licensee who are physically present at Licensee's site(s), "walk-ins," are to be considered authorized users. Many CARLI members are required by State of Illinois law to permit such access. This would apply only to members who normally permit walk-in access to their libraries.
3. Remote access is also permitted, based on authentication by the participating CARLI member institution.

USE

1. Use: Authorized users may make all use of the Licensed Materials as is consistent with the Fair Use Provision of the United States and international copyright laws. The Licensed Materials may be used for the purposes of research, education or other noncommercial use. This includes:
 - making print or digital copies of a reasonable portion of the Licensed Materials;
 - displaying Licensed Materials electronically; transmitting to a third party in hard copy or electronic form, minimal, insubstantial amounts of the Licensed
 - Materials for personal use or scholarly, educational, or scientific research but in no case for resale or commercial use.
2. Interlibrary Loan: Licensee may use the Product for the purpose of supplying Interlibrary Loan requests in accordance with the Interlibrary Loan Provisions of section 108 of the US Copyright Law and the CONTU guidelines. The lending library should be permitted to post an electronic version of the article to the ILL web site for an ILL patron to view, whether or not the borrowing library licenses or subscribes to the materials. There should be no additional record keeping beyond that required for copyright compliance by the borrowing/lending libraries.
3. Classroom use: Classroom use should also be permitted. This may include the creation of multiple copies in print or electronic form for classroom instruction to the extent permitted by the classroom use provision of the copyright law.
4. Course packs: Licensee may use a reasonable portion (in hard copy or digital form) of the Licensed Materials in the preparation of Course Packs or other educational materials for sale and/or distribution to Authorized Users for their use in connection with classroom instruction.

5. Course Reserves: Licensee may use a reasonable portion (in hard copy or digital form) of the Licensed Materials in the preparation of course reserves for access by Authorized Users in connection with specific courses offered by Licensee.

Administration

1. Authentication: Strong preference is given to content providers who are willing to provide IP-based access, or more robust future solutions. Further, authorized users must never be challenged with a login/password prompt when non-personalized access is controlled by IP or other means. A login/password requirement for the purpose of allowing personalization of the interaction with the licensed content (e.g., saving favorite documents, an individual profile, etc.) is acceptable, but must not be a requirement for an authorized user to have access to the licensed content. Licensor's system must accommodate the use of proxy servers for authentication of remote users.
2. Product availability: Licensor should use all reasonable efforts to provide reliable access 24 hours a day, 7 days a week. This may include providing adequate servers, technical support, bandwidth and disaster planning. If, due to causes within its reasonable control, licensor's product is not available for more than 24 consecutive hours the agreement should be extended for commensurate periods of 24 hours at no additional cost to the CARLI participants.
3. Technical assistance: Technical assistance should be available during standard working hours, 8:00 AM to 5:00 PM Central Time.
4. Access to products licensed by CARLI should not contain secondary user (click-through) licenses which would bind authorized users based on different access terms than the CARLI agreement.
5. Breach: In the event of a suspected breach, Licensor should notify Licensee as specified in the contract. This notification should contain as much information as possible about the breach and the perceived source, including IP number or range. Licensee should be given 30 days from the notification to cure the breach before action is taken to terminate the license agreement.
6. Failure to Appropriate Funds: Participating CARLI member libraries may terminate their participation in an agreement in the event sufficient funds are not made available by their institutional budget processes for the purpose of this agreement. Participating libraries will make good faith efforts to obtain the requisite funding for their participation but in the event this is not possible they will be allowed to terminate their participation without penalty.

Features in license Agreements.

- A. **Common to restrictions most license agreements:** Although each license is unique, common restrictions found in license for digital information products include the following.
- The content may be used only for non-commercial educational, clinical or research purposes.
 - Individual who are not affiliated with the library that has licensed the product may not use the content, or may use content only when physically at the library.
 - Printing and downloading of e-resources are generally subject to copy right restrictions.
 - Alerting recompiling systematic or programmatic copying, reselling redistributing or republishing of electronic content are typically prohibited.
- B. **Authorized User:** The definition of an authorized user depends on the terms set out in the license of particular electronic resources. Generally authorized user is the registered students, faculty, and staff of the institution purchasing the electronic resources.
- C. **License Agreement for a Particular e-resources and specific terms:** User can consult the reference staff to find out the specific terms in effect for a particular e-resources some distributors of electronic content publish general license terms on the website where the content is accessed others block activities that violate the license terms.
- D. **A Breach of license terms and penalties:** Each individual license details use that constitutes a failure to follow the license agreement and the penalties for such violations. Breach of contract may occur when authorized user access the electronic material, or when a user prints more pages then the contract allows.
- E. **Prepare User of Information:** The library should include information on the legal use of electronic resources in class instruction sessions on its website and instruction through the reference desk. The library should also monitor general usage trends of each electronic resources, while respecting rights of confidentiality of library users and works in conjunction with electronic providers to identify possible violation of licensing agreements.
- F. **Violating a License agreement:** Distributors of electronic content use various tools to monitor type of usage but not individual usage. They look for large scale violation such as systematic title. In this case whether the violation occur knowingly or unknowingly, the vendor will contact the library that holds the license and may suspend the university's access to the resource. In order to have access restored libraries must take sufficient measures, such has warning the offender or department to satisfy the provider that appropriate action has been taken to prevent future.

Common Problems:

When libraries acquire licensed electronic resources, they must comprehend , transmit, and inform others about the many financial, legal, and access aspects of these arrangements . The acquisitions and licensing process are complex. Publishers transmit these information to libraries in a variety paper and electronic formats, and the number of licensed electronic products that libraries are collecting is increasing rapidly. Such situations tend to spawn local, ad hoc fixes. By the contrast, the some organizations' ERM has created a coordinated solution.

Conclusion:

Electronic resources are most important in this generation, especially in the field of health science libraries, are need in clinical oriented doctors. Doctors can able maintain international standard by the electronic resources. Electronic resources are availing through internet world wide published information in also regional level. Because of that any doctor can able maintain their standard in international level by make their operations high quality. But electronic resources acquisition and agreement also more important aspects of getting their own related source to do their work at clinical side. The license agreement and renewal of agreement are most important aspect to doctor to maintain their international standard.

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