

Licensing agreements: Think before you act

By Michael D. Cramer

The responsibilities of owning electronic products can be complex

Over the past decade the usage and variety of electronic media have multiplied within libraries large and small. The future appears filled with scores of directions for products, systems and devices. One aspect of electronic media which has received little comment, and one suspects little thought, is the ubiquitous license agreement. These agreements, which have not accompanied our standard purchases of books and journals, represent a significant change with respect to libraries and the materials they acquire and use, and between librarians and vendors. In both cases, our relationship is made formal and legalistic. Are librarians prepared to accept responsibility for electronic databases and other electronic products different from that we feel towards other library materials, or do we wish to continue their acquisition and use with the same attitude we use towards bestsellers?

Unlike the purchase of a book or journal, the responsibility (as defined in a license agreement) of owning an electronic product does not stop once these items are up and running. This responsibility combines the concepts of stewardship and compliance. It is neither a mundane nor a petty detail to be delegated to one individual or department and reviewed only once. Instead, I propose that it represents an organizational commitment and requires an organizational acceptance on the part of reference librarians, bibliographers, administrators, etc. Each needs to understand and abide by terms the library has negotiated and accepted. It should not represent a collar holding us back nor a boundary we feel obligated to circum-

vent, and our users should have the same understanding.

To accomplish the above, I believe all members of the decision and usage chain must participate in defining a license agreement. I would offer these suggestions for every library when acquiring, switching, or renewing a product which has a license agreement.

1) Determine what it is you wish to do with an electronic product before you begin the purchase or renewal process. If necessary, establish an ongoing group that meets as needed to review license agreements, draws up questions for vendors, and which has one spokesperson in contacting a vendor.

2) Build a relationship with your legal personnel. Discuss license agreements with them, invite them to educate you on these documents, discuss what it is the library plans to use the product for, formally or informally include them in your review of license agreements. Indeed, sometimes only they are legally empowered to negotiate these agreements.

3) Establish a contact within the vendor's company who can answer your questions. The sales representative may not be your best avenue. Direct discussion with an individual responsible for license agreements is the best method. Sometimes your legal resource will or can undertake this for you.

4) Obtain a copy of the license agreement as part of your selection and deliberation process for an electronic product. Its basic terms and conditions should be a criteria in your selection.

5) Clearly understand your local definitions for terms such as user(s), site(s), branch(es), campus, etc. Be particularly sensitive in conversations with a vendor that you both attach the same meaning to these terms. Be prepared to provide vendors with your def-

initions and to incorporate them into your final document.

6) If your local needs dictate terms and conditions different from the standard license agreement, explain your situation clearly and succinctly. Be prepared to accommodate on some provisions and to seek changes in other areas—in other words, ask for what you believe you want, but realize you may not get everything.

7) Lay out for the vendor any local requirements that you may have for the purchase of an electronic product. Examples include sole-source statements, the number of agreement copies required, and the amount of time they can expect the process to take.

8) Once the product is installed, be prepared to monitor your usage of it to be sure you are in compliance with your license agreement. If your situation changes, promptly contact the vendor to accommodate this change.

Throughout ownership or lease of an electronic product patience, flexibility, and understanding are necessary. Vendors are not intimately familiar with the multitude of organizational structures used by library systems or colleges and universities. The license agreement represents a formal, legal commitment between the library and the vendor. It should be a source of mutual understanding for the operation of an electronic product. ■

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paper been employed? Does the work have good-quality binding that will withstand heavy usage? Though these observations may appear obvious, the Oberly Committee has encountered nominations in its biannual deliberations which faltered on one or more of these points.

Conclusion

Though written more than sixty years ago, Arundell Esdaile's seven commandments to bibliographers still have validity for those considering such a project:

1. *Be proud, and think highly of your calling.*
2. *Be humble, and do not despise details.*
3. *Be accurate, in small things as in great.*
4. *Be brief.*
5. *Be clear.*
6. *Take nothing on trust (without necessity, and not even then without saying so); there have*

been many bad bibliographers, and it is human to err.

7. *Never guess; you are sure to be found out, and then you will be written down as one of the bad bibliographers, than which there is no more terrible fate.*⁶

An outstanding bibliography makes a significant contribution to the field of knowledge. It contains introductory material detailing the objective, scope, content, audience, and primary organization of the work as well as identifying the format of the citations. The bibliography should provide in-depth and accurate coverage of the selected subject area. Citations should be as complete as possible, and they should be verified before publishing. If possible, annotations or abstracts should be included. Multiple access points provide greater utility, but subject or keyword categories that are too broad should be avoided. An attempt should be made to maintain a pleasing typeface and adequate margins. Superior quality paper should always be employed and thought should be given to sturdy binding. Following these general guidelines will produce an outstanding bibliography that may win awards.

Notes

1. Roy Stokes, *The Function of Bibliography* (London: Andre Deutsch, 1969), p. 128.
2. D. W. Krummel, *Bibliographies: Their Aims and Methods* (London: Mansell Publishing, 1984), p. 101.
3. Bibliography Committee, Reference and Adult Services Division, American Library Association, "Guidelines for the Preparation of a Bibliography," *RQ*, 22 (Fall 1982): 31–32.
4. Sidney E. Berger, "The Design of Bibliographies," *AB Bookman's Weekly* 86 (November 19, 1990): 1993–2000.
5. Stanley Morison, *First Principles of Typography*, 2nd ed. (London: Cambridge University Press, 1967), p. 5.
6. Arundell Esdaile, *A Student's Manual of Bibliography* (New York: Charles Scribner's Sons, 1931), p. 31.

References

- Besterman, Theodore. *A World Bibliography of Bibliographies*. 4th ed. Lausanne, Switzerland: Societas Bibliographica, 1965.
- Toomey, Alice F. *A World Bibliography of Bibliographies 1964–1974*. Totowa, N.J.: Rowman and Littlefield, 1977. ■