Licensing 101

Strategies for managing risk and expanding knowledge
Framework
Managing Risk
Expanding Knowledge
Value on Investment
Upskilling
Trends
Model licenses

http://liblicense.crl.edu/licensing-information/model-license/

Also California Digital Library, Canadian Research Knowledge Network, NERL
Managing Risk
Compliance

Signature authority, state ethics forms, meals and gifts, contracting requirements

uconncontracts.uconn.edu
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Expanding Knowledge
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Upskilling
Win-win negotiation

*Getting to Yes: Negotiating Agreement Without Giving In* by Fisher, Ury, & Patton

Be creative!
Lay the groundwork

Prepare your own priorities, timeline, BATNA

Research the vendor: fiscal cycle, leadership, strategic directions, past communications
Learn the ecosystem

Maintain environmental awareness
Invoke industry standards and other deals
Develop a peer network, join advisory boards
Pitch the business case

Why would it make sense for a vendor to say yes to you? How are YOU adding value to THEM?
Licensing resources

http://www.sarahdurrant.co.uk/negotiation-skills-for-librarians-online


Trends
Trend: Transformative agreements
Industry examples

Read-and-publish (MIT-RSC, UC-CUP)
Subscribe-to-open (Annual Reviews)
Other models (ECS Plus, CRL GPA)
UConn case study

De Gruyter offer and parameters
Why we ultimately said no
Moving in the direction
Trend: Lending ebooks
Industry examples

CONTU – Ohio State University
Whole ebook lending – VIVA
International ILL – NERL
UConn case study

Whole ebook lending with variety of publishers
Customizing RAPID settings to facilitate lending
Challenge: chapters (Charlotte Initiative Part 2?)
Trend: Sharing licenses
Industry example

SPARC’s Big Deal Knowledge Base

https://sparcopen.org/our-work/big-deal-knowledge-base/
UConn example: FOI

Freedom of information under state law
Assessment of public records office
Disclosure processes and plans
Trend: Branding platforms
Industry example: NERL

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UConn examples

Use existing branding capabilities (EBSCO)
Ask for ads to be removed (Lexicomp)
Trend: Licensing datasets
New CRL model license

Center for Research Libraries’ Model Licensing Terms and Specifications for Data Resources

https://drive.google.com/file/d/1KqjifR2iyzjGeoZ10_ZwLFVS_buutzUg/view

New data validation clause: checksum + redelivery
Thanks for listening!

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