

License for Content Checklist



Disclaimer: WILS makes no warranties, express or implied, and holds no responsibility for accuracy, completeness or usefulness of the information supplied on this License Checklist. While we realize that the contract presented may not be current or complete, this is, as of this date, the most current and complete example we have of our contract with this vendor. As a collaborative organization, we would appreciate any input from our member libraries on differing interpretation of any license.

License Information

Date of Contract: [Click here to enter a date.](#) Date Reviewed: [Click here to enter a date.](#)

Signed by: [Click here to enter text.](#)

Vendor/Publisher: [Click here to enter text.](#)

Journal/Database Title: [Click here to enter text.](#)

Payment Due After Billing:

Access type Onsite Remote

Access limitations Unlimited # of Users: Notes: [Click here to enter text.](#)

Permitted Uses

Use	Permitted	License Section	Notes
Course Packs	Choose one		
Electronic Links	Choose one		
Electronic Reserves	Choose one		
Interlibrary Loan	Choose one		
Perpetual Access	Choose one		
Print Copy	Choose one		
Scholarly Sharing	Choose one		
Walk In Use	Choose one		

Mentioned

Use	Mentioned	License Section	Notes
Automatic Renewal	Choose one		
Authorized Users	Choose one		
Breach Cure Period	Choose one		
Confidentiality of User Data	Choose one		
Copyright	Choose one		

Mentioned (continued)

Use	Mentioned	License Section	Notes
Fiscal Exigency/Failure to Appropriate Funds	Choose one		
Force Majeure	Choose one		
Governing Law	Choose one		
Indemnification	Choose one		
Limitation of Liability	Choose one		
Term and Termination	Choose one		
Up Time/Down Time	Choose one		
Use Statistics	Choose one		
Change of terms	Choose one		

Notes

Definitions

Course Packs: Bound copies of materials that instructors assemble for student use, usually in lieu of or in addition to a textbook. Course Pack materials often are protected by copyright. (Harris, 142)

Electronic Links: Licensee may provide electronic links to the licensed material from licensee's web page(s), and is encouraged to do so in ways that will increase the usefulness of the licensed materials to authorized users. (Yale, 3)

Electronic Reserves: Licensee and authorized users may use a reasonable portion of the licensed material for use in connection with specific courses of instruction offered by Licensee and/or its parent institution. (Yale, 2)

Perpetual Access: The grant of perpetual access is for accessing the digital information after the termination of a license agreement. (Harris, 78)

Print Copy: Licensee and authorized users may print a reasonable portion of the licensed content. (Yale, 2)

Scholarly Sharing: Faculty of the subscribing academic institution may use and share the product with non-affiliated members for research purposes.

Walk-in Use: Allows use by patrons not affiliated with licensee but who are physically present at licensee's sites. (Yale, 2)

Automatic Renewal: Contract is assumed to be valid unless specifically cancelled.

Authorized Users: Any person or entity designated in a licensing agreement who has permission to access or otherwise use the digital resources that are the subject matter of a licensing agreement. An authorized user may be referred to as a permitted user. (Harris, 148)

Breach Cure Period: A breach is the breaking of a promise or a failure to perform an obligation under an agreement. (Harris, 140) A contract may state that either party will have a certain number of days (a breach cure period) to correct this breach before penalties are assessed.

Confidentiality of User Data: The state of treating information as private and not for distribution beyond a mutually agreeable scope, or the agreement not to use such information other than for specifically identified purposes. (Harris, 141)

Copyright: A federal legal regime that grants for a limited time exclusive rights to authors of original, creative works that are fixed in a tangible medium of expression, and provides exceptions to those exclusive rights under certain circumstances. (Harris, 141)

Fiscal Exigency/Failure to Appropriate Funds: Occasionally there is a clause voiding an agreement without penalty due to funding cuts to subscriber.

Force Majeure: A contract clause that protects a party from being held liable for a breach of contract that was caused by unavoidable events beyond the party's control, such as natural disasters or wars. (Harris, 143)

Governing Law or Jurisdiction Clause: A contract clause that predetermines the state or court that will decide a breach or dispute between the parties. (Harris, 144)

Indemnification: Indemnity is one party's obligation to insure, shield, or otherwise defend another party against a third party's claims that result from performance under, or breach of, the agreement. (Harris, 143)

Limitation of Liability: Limitation of the legal responsibility for an act or a failure to act. (Harris, 144)

Term and Termination: Term in this example, is a fixed or definite period of time, the period of time during which the agreement is in effect. Termination is the cancellation or ending of an agreement. (Harris, 147)

Up Time/Down Time: A certain number of access hours per day or any time period should be guaranteed.

Written Notice of Change of Terms: A clause explaining how a vendor may change the terms of the agreement.

1. Harris, Leslie Ellen, *Licensing Digital Content: A Practical Guide for Librarians, 2nd Edition*: (Chicago: American Library Association, 2009)

2. Standard License Agreement (online; Yale University) from <http://www.library.yale.edu/~license/standlicagree.html> Accessed 3/10/11.