

FinELib Consortium Acquisition Requirements

Content

The Consortium Requires	2
FinELib Consortium Licensing Requirements for Electronic Resources	3
Authorized and walk-in users	3
Permitted uses	3
Licensor's obligations	4
Licensee's rights and obligations	4
Perpetual access rights	5
Other principles	5
FinELib Consortium Open Access Requirements	6
Immediate open access	6
Withdrawal of titles	6
Authors' open access workflow	6
Libraries'/information services' processes: verification of author eligibility and reports.....	7
Articles and rights: CC BY license and copyright.....	7
Transparency of open access agreements.....	7
Research data.....	8
Other requirements	8

The Consortium Requires

1. Appropriate and sufficient terms of use for the licensed products: use of the products and services must be permitted for the purposes and in ways that are part of normal everyday operations of the subscribing institutions. For example, in the case of scholarly content, all uses related to doing scientific research must be permitted.
2. Adequate service levels and fulfillment of responsibilities in production of the service: the service provider must for example be able to warrant that it has the right to license the product or service and provide smooth open access workflows.
3. Appropriate limitations to the consortium members' obligations: members cannot be obligated to take measures that they cannot fulfill such as monitoring users or being responsible for their actions.
4. Reasonable pricing: the price must be in relation to the value of the acquired service. For example, open access publishing cannot be used to increase the total costs of an agreement and open access articles included in the content must lead to a decrease in reading fees.
5. Concrete displays of transition to open access: scholarly publishers can show their commitment to OA transition for example by the level of transformation in the publisher's offer.

FinELib Consortium Licensing Requirements for Electronic Resources

These are absolute requirements which must be met in order for a e-resource (product or service) license agreement to be signed.

Authorized and walk-in users

Authorized users of the consortium member (licensee) who has licensed the electronic resource must be permitted to access the licensed material both on the licensee's premises and remotely.

Categories of authorized users vary depending on the type of consortium member (higher education institution, research institution, public library): faculty, other staff, affiliated researchers, students. Public libraries' library card holders are authorized or walk-in users depending on the agreement.

Walk-in-use of the licensed material must be permitted on the publicly accessible premises of the licensee.

Use of the licensed material requires user authentication. The authentication method currently used by the consortium members is IP address authentication. Other methods can be used only by mutual agreement between the consortium members and the licensor.

Permitted uses

The electronic resources are licensed for educational purposes: teaching, study, and research.

Authorized and walk-in users must be permitted to print and electronically save reasonable amounts (such as single articles) of the licensed material.

Librarians must be permitted to print out reasonable amounts of the licensed material at the request of individual authorized and walk-in users.

When the licensor is the copyright holder of the licensed material, it must be permitted for authorized users to use single journal articles for scientific communication through email.

Authorized users who are faculty members must be permitted to publicly display and publicly perform the licensed material in a teaching situation.

Authorized users must be permitted to use the licensed material in compilation of course packs in electronic format either by creating links to the licensed material on the licensor's server or by depositing electronic copies of documents in an electronic course environment.

It must be permitted to use journal articles for inter library loans (ILL) to non-commercial libraries. ILL must be permitted in some electronic format.

Licensor's obligations

The licensor must offer a refund for prolonged interruptions in access to the licensed material due to failure on the licensor's side.

The licensor must offer a refund if material is withdrawn during the agreement term. The amount of material that will trigger the refund is defined individually in each license agreement.

The licensor must warrant that it has the right to license the material under the terms stated in the license agreement and that use of the material in accordance with those terms does not infringe upon any intellectual property rights. The licensor must indemnify and hold the licensees harmless against claims that said use of the licensed material infringes upon such rights. No limitations to this liability are accepted.

The licensor must provide monthly usage statistics per licensee regarding use of the licensed material. The statistics must be delivered at least four times a year.

The licensor must be committed to making the e-resource accessible (WCAG).

The licensor must be willing to license the material to any consortium members for whom it is relevant.

Licensee's rights and obligations

The licensee's responsibility for end users' (authorized and walk-in users) actions must be limited.

The licensee must use reasonable endeavors to

1. ensure that only authorized and walk-in users are permitted access to the licensed materials and to
2. notify authorized and walk-in users of the user terms and conditions of the license agreement.

Immediately upon becoming aware of any unauthorized use or other breach, the **licensee must inform the licensor** and take all reasonable and appropriate steps to ensure that such activity ceases and to prevent any recurrence. The licensee must not have an obligation to monitor compliance of authorized and walk-in users.

The licensee must not be held liable for breach of the terms of the license agreement by any authorized or walk-in user provided that the licensee did not cause, knowingly assist, or condone the continuation of such breach after becoming aware of an actual breach having occurred.

In a case of merger, the new organization must have the freedom to choose whether it will license the material its predecessor had for the price quoted for the new organization by the licensor. If the new organization does not license the material, it must not affect the prices of the remaining licensees. This clause is mandatory only if the agreement term is long or there is potential for mergers within the subscriber base.

Perpetual access rights

Perpetual access is required for journal content licensed directly from the publisher.

Other requirements

The licensor must offer consortium benefits for a consortium deal (benefits that an individual consortium member would not receive through their own agreement).

The consortium does not accept pricing based on the number of sites of a single organization. One consortium member must be considered one site.

A minimum of four consortium members must be willing to subscribe to the material in order for a license agreement to be signed.

FinELib Consortium Open Access Requirements

Open Access requirements are applied to scholarly journals/articles which are licensed directly from the publisher.

These are absolute requirements which must be met in order for an agreement to be signed.

Immediate open access

Principle: Articles from corresponding authors affiliated to consortium members must be openly available at the time of publishing. Open access cannot be dependent on for example an author's funding sources.

Description: Finnish open science guidelines and Plan S require immediate open access of scientific articles. Open access can be established by open access publishing or by self-archiving of the final version of the article (AAM/VoR) without an embargo and with a CC BY license.

Principle: Agreements must enable corresponding authors from consortium members taking part in the agreements to publish estimatedly 100% of their articles open access in titles covered by the agreement.

Description: It's important for equality that our agreements provide all researchers with the opportunity to publish open access.

Withdrawal of titles

Principle: Agreements must contain a mechanism to ensure that the value of the deal for the consortium members doesn't diminish if titles are withdrawn.

Description: Titles are withdrawn from packages for multiple reasons. The publisher sells a title, the owner society decides to transfer it to another publisher or a title in a deal covering only hybrid titles transitions from a hybrid to a fully open access title (flipping). Pricing is determined assuming that publishing is available in all titles for the duration of the agreement term. It's important to ensure that consortium members get value for money: publishing rights don't change or if they do, there is a reduction in price if the removed titles are relevant to publishing. For titles that flip, the solution could be to continue to include them in the deal for the duration of the agreement term.

Authors' open access workflow

Principle: The publisher must provide an author workflow that supports open access publishing. It must be possible to retrospectively correct errors due to workflow deficiencies.

Description: The author's workflow consists of identifying the author as eligible to publish open access under the agreement and presenting the author with the option to publish open access with the correct licenses. The publishing process should be designed to support open access publishing,

for example by making open access the default option or at least listing it first and enabling tailored messages to authors in the publishing platform. If there are deficiencies in the authors workflow, it must be possible to correct errors retrospectively. Depending on the situation, the correction may be for example converting an article to open access or refunding paid article processing charges to an author.

Libraries'/information services' processes: verification of author eligibility and reports

Principle: If consortium members are required to verify authors' eligibility to publish open access, the publisher must provide an online system/dashboard for this purpose to the libraries/information services. If the system is not in production at the start of the agreement term, it must become available sometime during the term.

Description: Some agreements contain an obligation for the libraries to verify authors' eligibility to utilize the agreement to publish open access. An online system/dashboard is the most convenient way to do this.

Principle: Up to date reporting on consortium members' publishing output must be made available to the libraries.

Description: It's important for libraries to be provided with up-to-date reporting on their institutions' publishing output (both open access and paywalled).

Articles and rights: CC BY license and copyright

Principle: Publishers must provide the Creative Commons Attribution license (CC BY) for publications.

Description: Finnish open science guidelines and Plan S require publishing under the Creative Commons Attribution license (CC BY).

Principle: Authors or their institutions must have the right to retain copyright to their publications.

Description: Plan S requires that authors or their institutions retain copyright.

Transparency of open access agreements

Principle: Agreements must be transparent. It must be permitted to make agreements available to the public.

Description: Transparency of open access agreement is important in order to enable community benchmarking of the costs and service conditions offered by publishers.

Research data

Principle: Research data and services related to data management are outside the scope of FinELib negotiations.

Description: FinELib is unable to conduct negotiations regarding research data and related services for the following reasons: the goal of Finnish open science guidelines and legislation related to research data is to ensure open access to research data; ownership of the data varies from case to case; there are various services available for management of research data and acquisition of such services may require public tendering.

Other requirements

The consortium licensing requirements for electronic resources are applied also to open access agreement where applicable (for example accessibility).