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Silvana Mangiaracina Ornella Russo Alessandro Tugnoli

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# To each his own: how to provide a library user with an article respecting licence agreements

*Silvana Mangiaracina, Ornella Russo and Alessandro Tugnoli*

Biblioteca Area della Ricerca di Bologna, Consiglio Nazionale delle Ricerche, Bologna, Italy

## Abstract

**Purpose** – This paper aims to describe the state of the art of the Italian Archivio Licenze Periodici Elettronici (ALPE) project which aims to improve the understanding of the issues raised by licence agreements of electronic resources in the Inter-Library Loan Service and to support librarians in the implementation of the right policies.

**Design/methodology/approach** – ALPE – (E-Journals Licenses Archive) is a national archive of interlibrary loan (ILL) clauses, extracted from standard and negotiated licences, to manage, to publicly share and to check the permitted uses of e-resources for ILL and document delivery.

**Findings** – The ALPE archive facilitates public and free access to a remarkable amount of information and data about ILL conditions granted by the most important commercial and academic publishers, and responds to the practical problems of managing and understanding ILL clauses in e-licences.

**Originality/value** – The solutions adopted by ALPE effectively solve many of the problems reported in the literature. These should help ILL librarians in dealing with the problems associated with ILL and licensing.

**Keywords** Copyright, Interlibrary loan, Document delivery, Electronic journals, Licensing, Licences

**Paper type** Research paper

## Introduction

The shift from paper to electronic resources has brought about a change in the legal framework for libraries providing services to accomplish their mission. In the past 20 years, licence agreements have been gradually established in the world of electronic publishing in legal form privileged by publishers and distributors to protect their rights (Davis, 1997; Dygert and Langendorfer, 2014). These are private, legally binding contracts concluded between two or more parties, whereby a party supplies a given product for use and grants user rights. Thus, exceptions and limitations for libraries provided by copyright law have become “licence to use” under contract law. Such a shift of perspective is likely to impose significant limitations on the ability of libraries to continue to deliver services that are essential to their own mission, such as ensuring perpetual access to subscribed digital resources and supplying resources requested by users that are not in possession of the library through the interlibrary loan (ILL) services (Fernández-Molina, 2004).

A unique exception at present is provided by the recent changes in the UK copyright law [1] (UK Copyright, Designs and Patents Act 1988), which spells out a modern, robust and more flexible framework for copyright exceptions for libraries,

archives and museums for non-commercial research and private study. The new law also affects existing licences in a very important way; libraries may rely on the new law if it grants them more than the licence; moreover, if there is any term in the licence stating that a library cannot do something allowed by the new law, a library will not have to comply with that term. It is reasonable to expect that this very recent law will have a great impact on the ILL of e-journal articles and e-book parts or chapters in UK libraries, as it allows librarians to assist researchers and students by providing copies of “limited parts” of a copyright work, “regardless of the medium” in which it is recorded.

However, the UK represents an isolated case: in general, the shift from copyright law to contract law is for libraries like leaving a stable and well-established common ground for shifting sands. The ILL of e-resources has to be negotiated in contracts, and libraries should be careful of not giving away rights (for their users) which are guaranteed by law. Some

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studies and experiences have shown how greater awareness and understanding of licence agreements can allow librarians to play a proactive role with commercial publishers, which may have a direct impact on improving user rights and conditions provided in the licence agreements themselves (Fernández-Molina, 2004; Ortigari, 2008).

How has this landscape impacted on ILL activity (borrowing and lending) itself and how do ILL librarians comply with licences? Especially, in academic and research libraries, ILL librarians must cope with two conflicting problems: on the one hand, to respect the permitted uses of e-resources licences allowed by publishers and, on the other, to respond effectively to their patron. In fact, the globalization of library catalogues and the availability of software tools developed for the exchange of electronic documents “in the cloud” and through the Internet (Birch and Melvyn, 2014) amplify the contradiction between the increasing demand for digital, real-time and internationalised user services and the anachronistic restrictions to the ILL service imposed by publishers. ILL has always been considered by publishers as a threat to their incomes; nevertheless, studies on the impact of ILL on journals subscriptions conclude that ILL does not affect subscriptions (Bernardini and Mangiaracina, 2011). An end-user satisfaction survey conducted within the Network for Inter Library Document Exchange (NILDE) network of libraries[2] to assess the ILL services shows how important the electronic version of documents is for end-users (Mangiaracina *et al.*, 2014).

The restrictions in the e-licences on ILL practices give rise to two main issues:

- 1 the difficulty of identifying the “proper” licence applying to each e-journal to be supplied by the library; and
- 2 the problem of licence text interpretation, as licences are often written in technical, legal and sometimes vague language.

### Identifying the proper licence

One major issue is for librarians to know if they have a licence enabling them to share an item with another library. They may use lists of titles provided by the institution or managed by an Electronic Resource Management System (ERMS). However, it is laborious to maintain and update the information required: the Okamoto study found that the checking tasks and lack of knowledge very often lead ILL librarians refusing to supply e-journal contents (Okamoto, 2012). Wiley notes succinctly that “the license checking that is required inhibits fulfilment more than the licenses restrictions do themselves” (Wiley, 2004).

To overcome these problems, new management tools such as ERMS have been developed, allowing libraries to retrieve the needed information about their e-licences (Blake *et al.*, 2013). The Okamoto study describes the results of a survey which shows how North American librarians carry out the ILL of electronic resources and what tools they can use in support of the control and verification activities of licences (Okamoto, 2012). However, generally, these tools have not been yet integrated with the ILL workflow, and they are not interoperable with ILL management software.

Another important issue was highlighted in the *ARL Report of the Task Force on International Interlibrary Loan and*

*Document Delivery Practises* which looked at trends in licences in North America (Lamoureux and Stemper, 2011; Neal *et al.*, 2011). The ILL clauses in 241 e-journals licences signed by libraries were reviewed and compared. Many publishers (89 per cent) allowed ILL but with some significant limitations; for instance, 12–19 per cent of publishers restricted ILL to the same country only. Secure electronic transmission of documents using software such as Ariel and ILLiad was usually allowed; however, in many cases, the publisher’s file must be printed first and then scanned and transmitted. According to the authors, in general:

There is no common uniformly adopted language to describe the permitted uses of the ILL, indeed often the language used in licensing is contradictory and suggests a lack of understanding on the part of the publisher of how libraries work and what instruments they use (Lamoureux and Stemper, 2011).

Several international projects have been devoted to the solution of the uncertainty and wide variety of terms and conditions found in licences:

- The Electronic Resource Management Initiative (ERMI) project[3] of the Digital Library Federation defined the dictionary of the standard terms related to licensing content (Jewell *et al.*, 2004).
- The ONIX-PL[4] project, born from a collaboration between the Digital Library Federation, EDItEUR (and the Publishers Licensing Society [PLS]) in the UK, provides guidance on standardization and on data exchange in XML format (Pesch and Lamoureux, 2013; Carpenter, 2010).

However, all these initiatives are aimed at the management of user licence contracts in their entirety, integrating them into the workflow of the negotiation, acquisition and management of electronic resources in libraries. The clause on the permitted uses for the ILL is therefore only one of several functions to be tracked within a complex work flow.

This is the scenario in which the Archivio Licenze Periodici Elettronici (ALPE) project (see below) aimed to develop a framework for ILL librarians to comply with licences and to automate the licence checking and comprehension process during the ILL activity.

### What is ALPE?

ALPE (*E-Journals Licences Archive*) is a national archive of ILL clauses, extracted from standard and negotiated licences, to manage, to publicly share and to check the permitted uses of e-resources for ILL and document delivery. It aims to improve the understanding of the issues raised by licences of e-resources in ILL services. The ALPE project started in June 2012 when a national working group was formed. The aims of the project are: the accomplishment of a common model to describe ILL clauses found in licences, to standardize description of the ILL clause, to minimize the risk of subjective interpretation by librarians and to allow exchange of ILL rights data across systems.

The first year of the project analysed licences and their ILL clauses in contracts negotiated by Italian consortia between 2005 and 2012 and on a sample of standard licences found on publisher’s sites (a total of about 60 licences).

The project is coordinated by CNR Bologna Research Library, which is also the manager of the NILDE system and

network of libraries (Mangiaracina, 2002, Mangiaracina *et al.*, 2008). Presently, the working group is composed of 38 librarians from several academic and research institutions. Their roles are various and their expertise ranges from negotiators, lawyers, e-resource librarians, ILL librarians and software developers.

The components of ALPE are:

- an open archive of ILL clauses in e-licences;
- a search engine to find the appropriate licence for each item and subscriber;
- management software to insert, display and link to e-licences; and
- application programme interfaces (APIs) to allow other systems – such as ILL management systems within the lending work flow or to ERMS – sharing data and using ALPE functionalities.

The ALPE open archive is freely available using a web-based interface[5]. It allows browsing and searching for ILL clauses contained in e-licences by resource identifiers (ISSN and ISBN), by publisher or content provider or by platform. It then allows refining a search by subscriber institution, by e-resources type, by licence validity year and subscription type (i.e. current or back-files subscription).

ALPE can be accessed and searched by ILL staff and tells whether ILL is permitted and with which conditions and restrictions.

In particular, ALPE:

- supports checking before the fulfilment of each ILL request, for the appropriate licence for that subscriber institution and for that specific platform of digital content;
- improves the level of knowledge and awareness of librarians about the permitted uses;
- collects licensing data which are current, curated and cover the most popular publishers and content providers, thanks to the community-based work of many contributors;
- fosters knowledge and skills between library staff of the e-resource management cycle and supply chain: negotiation, acquisition, e-resource management and ILL services; and
- provides a current database that can be consulted in the negotiation phase.

At present, API software development is ongoing. API will respond to the need for integrating the NILDE ILL software[6] with ALPE during the lending work flow and to automate the time consuming licence checking activity. NILDE will be used as a test-bed to become interoperable with ALPE.

In future, any ILL management software or ERMS software will be able to use the API to query the ALPE database, retrieve information about licences and exploit ALPE functionalities.

The ALPE project has evolved from a database called “Help-Licences”, which has been available since 2005 for NILDE librarians. This database only contained information from the “big-deals” publisher e-licences negotiated by consortia.

In Italy, many academic libraries maintain databases or lists with information on the permitted uses of e-resources in their licence agreements (Balbi, 2013). According to the Croft

classification of reactions to the new e-journal environment, this is a “reactive” approach (Croft, 2005), but libraries should opt for the “proactive” approach, with libraries being actively involved in the negotiation of licence terms that permit at least existing ILL practices (Lamoureux and Stemper, 2011).

This has been accomplished, thanks to the negotiation of “big-deals” contracts, initiated at the end of the 1990s by three large academic consortia, CASPUR[7], CILEA[7] and CIPE[8], and continued with the National Coordination for Access to Electronic Resources (CARE) constituted by the Conference of Rectors of Italian Universities (CRUI)[9]. NILDE[10] has been approved by many publishers as an Ariel equivalent system.

In 2011, CARE issued recommendations to the Italian academic and research institutions[11] for “the essential clauses in the licences for access to electronic journals”. The ILL clause allows “Inter Library Loan of the original publisher’s file using secure electronic transmission systems – like Ariel or its equivalent – whereby the electronic copy is deleted after printing”. Recently, this clause has been included in the CARE proposal for a standard national licence model, i.e. licences following the standard model defined at the national level.

### ALPE data model: a common model to describe ILL licences

The ALPE project focuses on the licence conditions for an ILL request to answer two questions:

- Q1. “What is the appropriate licence for this publication?”
- Q2. “What, if any, are the conditions under which ILL can be carried out?”

Licences may be:

- *Negotiated licences*: Licences for which some of the terms and conditions were negotiated by the library, institution or consortium; they may be multi-year.
- *Standard licences*: Licences that automatically come into force when subscribing to digital content, which are made public on the website of the publisher or content provider; they usually have annual validity.

ILL terms and conditions are usually contained in a specific clause of the authorized uses licences section although they are sometimes lacking[12].

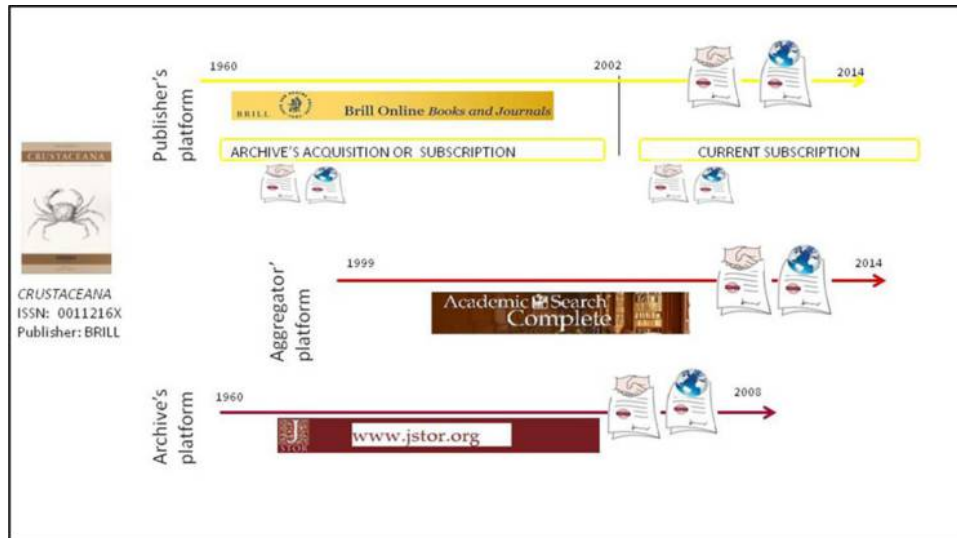
Moreover, it may happen that certain commercial aggregators are not able to grant ILL permission because they do not own all the rights on the digital content they distribute.

E-resources are now available via multiple distribution channels (scientific society, university presses, commercial publishers, aggregators and vendors) which make it easy for libraries to acquire digital content, but the task of identifying the correct licence for using it is complex.

Each licence usually refers to a package of digital content to which the licensee subscribes and to a website or platform on which the licensed materials will be displayed and accessed. This means that the same digital content may be available through different platforms, for each of which there may be a different licence with different ILL permissions. Figure 1



**Figure 1** Example of e-journal with multiple platform and licences. For a given title, there may be several licences which define the permitted use, depending from where the content is accessed. There may be several platforms: the publisher’s, the content provider’s (one or more), the archive’s platform. A library may subscribe to current content or to the archive which can be a yearly subscription or a one-time acquisition of the back files. A licence may be negotiated or be standard



shows an example of e-journal with multiple platform, access rights and licences.

The ALPE data model consists of two parts:

- 1 metadata information to identify the appropriate licence; and
- 2 the ILL clause details.

**Metadata information**

The metadata of a licence gathers information related to the licence, the licensed e-resource (package) and the subscribing institution. Each licence has two sets of attributes – “the licence metadata” and “the ILL clause”, as shown in Figure 2.

To describe the licence, the ALPE data model uses three attributes: the name of the publisher or content provider, the platform name and URL and the ownership of rights with respect to ILL. This first set of attributes identifies all the licences associated with a given starting item (article or e-book chapter).

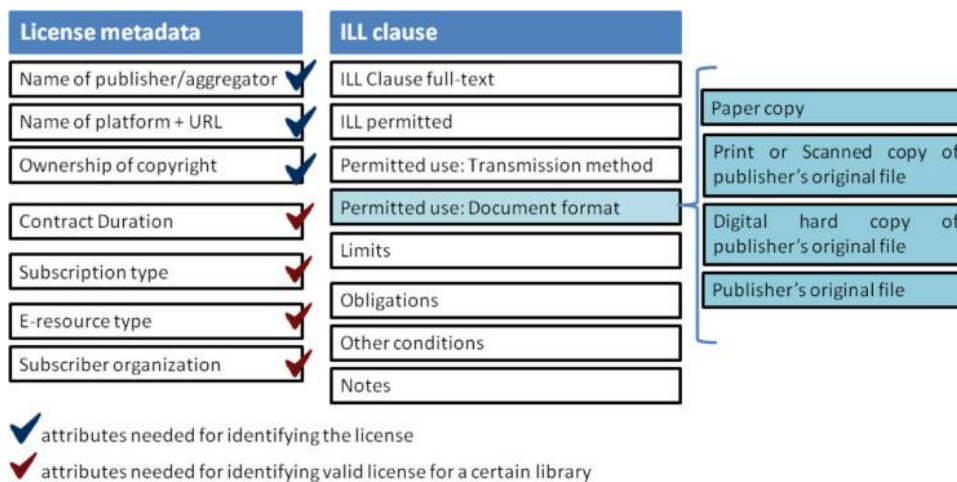
A second set of attributes identifies the licence appropriate for the subscriber library. These identify the duration of the contract, the type of resources subscribed, the type of subscription and the subscriber organization.

**The ILL clause schema**

The ILL clause schema simplifies and codifies the ILL clause. It is structured into four categories:

- 1 permitted uses (for example, in relation to the document format and the type of sending allowed);
- 2 obligations on libraries (for example, the need to delete the file immediately after printing);
- 3 limits to the uses allowed (for example, the types of libraries that may request documents); and
- 4 additional conditions, restrictions or exceptions.

**Figure 2** Schema to describe the ILL clause



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Each content type has been codified in a set of default options that must be selected. Coding of options value is based on the most frequently recurring cases in the ILL clauses examined by the working group.

For example, the field “permitted document format” includes only the following values:

- paper copy;
- print and scanned copy of publisher’s original file;
- digital hard copy of publisher’s original file[13]; and
- publisher’s original file.

A continuous cycle of prototyping and testing on the licence use cases has allowed a deeper comprehension of the complex licence scenarios and the implications for ILL activities.

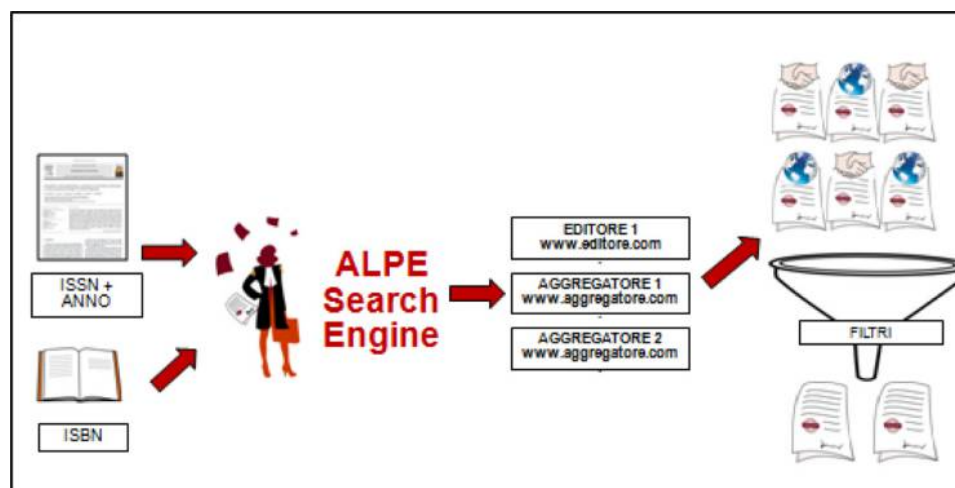
### The ALPE search engine

The ALPE search engine is the “core component” of the ALPE project. It allows the ALPE database to be queried starting from a title identifier such as an ISSN/ISBN (or eISSN/eISBN) and year of publication. It will retrieve all licences of the publishers or content providers on which platforms access is made available for that particular e-journal or e-book. Alternatively, ALPE can be queried from a publisher or content provider name, or from a platform URL. More than 2,000 publisher and aggregator names have been standardized and associated to all the possible platforms for accessing their digital content. This facilitates insertion of a new licence in the database which allows the right platform to be chosen.

Then, for each publisher or content provider and platform, the search engine will return all the licence agreements, either standard or negotiated, in the ALPE archive. The filters at the web user interface allow refining of the search results, for example, by the licenced institution, by the subscribed resources or by licence year. [Figure 3](#) shows how the ALPE search engine works at a macro level.

The ALPE search engine has been designed to rely on an external knowledge base to “resolve” the association between an e-journal and its publisher or content providers. The scientific e-publishing marketplace changes continuously. To keep track of all these changes is a big issue, and this

**Figure 3** ALPE search engine



information can only be found in several commercial knowledge bases, with different levels of updating. The recent open project GOKb[14] (Wilson, 2013) aims to resolve this issue by the creation and community-based maintenance of a Global Open Knowledgebase which can be interrogated by other systems. It will be very interesting for future ALPE developments to follow the evolution of such projects.

Currently, to solve this issue in ALPE, some of the major existing commercial catalogues and knowledge bases were compared: ISSN register, ACNP (Italian Serials Union Catalogue), Ulrich’s database, EBSCO AtoZ and ExLibris SFX. SFX software was chosen because it is the most popular among Italian academic and research libraries and because it can be rapidly queried by ALPE’s users (Mangiaracina *et al.*, 2013). The advantage is that the ALPE search engine displays, as a result, only the list of licences of e-resources for which the library has activated a subscription.

### Cooperative population of the archive

The ALPE licence management software module was developed to populate the archive and provides licence entry and editing functionality to support cooperative and multi-level licences management. It allows login as an ALPE operator, insertion of negotiated or standard licences, association of standard licences to their subscribed e-resources, searching or displaying of all licences or only licences valid for their institution.

Tools (FAQ, glossary and online tips) that support librarians during licence entry activity have also been developed to facilitate the interpretation of clause language and the resolution of problematic cases.

Two policies guide populating the archive:

- 1 For standard licences, cooperative and shared entry is supported by a small group of librarians from universities and research institutions empowered to enter only this type of licence contract. Because they are valid at a national and international level, each library can associate these standard licences for their subscribed e-resources.
- 2 For negotiated licences, hierarchical entry (national, institutional and single level) is being tested. First,

national negotiated licences entry is dealt with by CARE staff, and each licence is valid only for libraries belonging to the institutions who sign that specific contract. Each institution will be allowed to manage licences negotiated at the local level and valid only for their libraries. Finally, licences negotiated by a single library may be entered.

Currently, the ALPE database contains about 130 standard licences and about 15 national negotiated licences starting from 2015.

### Sustainability and future developments

Technological and financial sustainability of the ALPE project is supported by the CNR Bologna Research Area Library. The library provides infrastructure, software development, technical know-how and financial support as well as the expertise involved in the NILDE network coordination.

The feasibility of the project and regular updating of the database is supported by the community-based population model. Effective co-operation avoids duplication of effort at individual institutions which improves efficiency and reduces the costs of maintaining a database of this type, which is often one of the main obstacles to the success and survival of these initiatives in the long term.

The cooperative and multi-level management is one of the strengths of the project and responds to the needs of libraries to share the information owned by a number of different stakeholders. Generally, the cooperative work and sharing of experiences and expertise characterizes the NILDE library network, and it is an important added value to each new project.

The next steps involve the API software release and the integration between ALPE and NILDE ILL system. The ALPE management software will be open to single institutions and libraries to insert their local negotiated licences. These steps will be accomplished by December 2015.

The future goals of the project are to expand participation and collaboration across the Italian library network and to maximize the positive results and follow-up of the project developing international partnerships.

### Conclusions

The ALPE archive facilitates public and free access to a remarkable amount of information and data about ILL conditions granted by the most important commercial and academic publishers, and responds to the practical problems of managing and understanding ILL clauses. The solutions adopted by ALPE effectively solve many of the problems reported in the literature – as shown below:

First, the implementation of the common ILL clause schema simplifies the complex nature of licence wording and generates an output with clear instructions, easily and quickly understandable by librarians. The default options of the scheme are immediately clear compared to the technicality and vagueness of the language of licences, and reduce significantly the time of ILL rights checking. Furthermore, default options make the scheme interoperable with other ILL management software, through the ALPE API.

Second, the choice to populate the archive by a dedicated group of e-resources librarians or by national consortial

negotiators solves upstream problems of study and interpretation of the legal terms and the ILL rights. The preliminary work of systematization and “translation” of ILL clause textual content in a set of defaults options, excerpted from over 60 licences, has reduced the risk of error and subjective interpretation by librarians who entered the data.

Third, the collaborative activities by the ALPE working group has increased librarian’s knowledge and expertise of the licensing universe. Many contributors are involved and feel committed to populate and update the licensing information, and this enables excellent coverage of e-resources in the ALPE archive. Moreover, the engagement of a group of librarians with different roles – negotiator, e-resources librarian, ILL librarian and licence administrator librarian – has favoured the communication and the exchange of information and practices with positive follow-up within individual organizations.

Fourth, the correspondence between the licence metadata and the platform where e-resources access is provided – which is the basic operating principle of the ALPE search engine – facilitates the finding by library staff of the “proper” licence for each item requested and to check the ILL rights. Furthermore, in ALPE, each library can choose to query their own e-resource knowledge base if they use link resolver software. This means that the library finds and displays only licences related to their subscriptions and for that specific platform to access.

Fifth, the integration between ALPE and NILDE software will be possible via the API and will display the lending rights and conditions at the point of need within the existing ILL request. Also, any other software, willing to use the ALPE API, can integrate the licence checking within its own work flow.

Sixth, the ALPE archive can monitor licensing trends through data analysis on some important elements such as ILL permitted uses, conditions, limits and obligations. For example, the percentage of publishers or content providers that show ILL rights, the percentage of publishers or content providers that allow electronic delivery or the percentage of publishers or content providers that have a national constraint on ILL. It also allows comparing the different ILL rights and lending conditions offered by different publishers or content providers for the same e-journal or collection. This may offer a useful tool to support decision making for the subscription of a resource (for example, by identifying the publisher with more favourable ILL conditions) and to support the proactive negotiation of ILL conditions in licences that all libraries should actively pursue.

### Notes

- 1 UK Government, changes to copyright law [www.gov.uk/government/publications/changes-to-copyright-law](http://www.gov.uk/government/publications/changes-to-copyright-law) (accessed 30 June 2015).
- 2 NILDE is a web-based ILL software for libraries and end-users. It allows libraries to manage the entire workflow of ILL activities, both borrowing and lending, supporting secure electronic delivery of documents and providing ILL performance indicators and statistics. It enables end-users to interact directly with NILDE, to manage their bibliographic references and to load

automatically bibliographic records into the NILDE request form.

The NILDE system was initially developed at the Italian National Research Council (CNR) Bologna Research Area Library. NILDE is currently used by 876 university, public research and medical libraries and by more than 35,000 end-users registered at their libraries. NILDE <https://nilde.bo.cnr.it/> (accessed 26 July 2015).

- 3 ERMI project <http://old.diglib.org/standards/df-erm02.htm> (accessed 30 June 2015).
- 4 ONYX-PL [www.editeur.org/21/onix-pl/](http://www.editeur.org/21/onix-pl/) (accessed 30 June 2015).
- 5 ALPE archive <https://nilde.bo.cnr.it/licenze.php> (accessed 27 July 2015).
- 6 See Note 2.
- 7 CASPUR and CILEA were Italian university consortia that during 2012 were merged into the CINECA consortium made up of 70 Italian universities, 4 Italian research institutions and the Italian Ministry of Education. CINECA [www.cineca.it](http://www.cineca.it) (accessed 30 June 2015).
- 8 CIPE is an Italian university consortium born in 2007 and made up of 11 Italian universities. CIPE [www.unicipe.it](http://www.unicipe.it) (accessed 30 June 2015).
- 9 CARE [www.cruirisorselettroniche.it/](http://www.cruirisorselettroniche.it/) (accessed 30 June 2015).
- 10 See Note 2.
- 11 CARE documents. The “indispensable” clauses in the contracts for access to electronic journals [www.cruir-care.it/?q=system/files/Clausole+23.+03.2011.pdf](http://www.cruir-care.it/?q=system/files/Clausole+23.+03.2011.pdf) (accessed 26 July 2015).
- 12 See Lamoureux and Stemper (2011) and Blake *et al.* (2013) about silent ILL clauses.
- 13 Digital Hard Copy is the process that transforms a textual pdf publisher’s file into an image pdf, that has lost all the peculiar pdf capabilities on electronic text, such as text search and retrieval, text selection-copy-and-paste, etc. See NILDE technical description: Secure Electronic Document Delivery and Digital Hard-Copy [https://nilde.bo.cnr.it/download/alpe/NILDE\\_Technical\\_Description.pdf](https://nilde.bo.cnr.it/download/alpe/NILDE_Technical_Description.pdf) (accessed 26 July 2015).
- 14 GOKB <http://gokb.org/> (accessed 26 July 2015).

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### **Corresponding author**

**Silvana Mangiaracina** can be contacted at: [mangiaracina@area.bo.cnr.it](mailto:mangiaracina@area.bo.cnr.it)

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