



# Charlotte Initiative

*Licensing Principles Research Team*  
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# Our Charge

Address the current licensing issues surrounding eBooks. Explore the fundamental issues in eBook licensing that are keeping libraries from achieving a collection that meets the core principles of the grant; and work to develop possible solutions.

+ ILL

# Specifics of our Charge

1. Examine Licenses
2. Review Literature
3. Review First Sale in eBook environment
4. + ILL
5. Pull it all together

# Our Principles

- Perpetual Access and Archival Rights
- Unlimited simultaneous Users
- No Digital Rights Management

# Who is the LPRT?

- 21 Total Members
  - 13 Librarians
  - 8 Publishers
- Structure
  - Licensing Principles Research Team
    - Literature working group
    - Licensing working group

# First Sale Doctrine

- Department of Commerce Report, Internet Policy Task Force, White paper on remixes, first sale, and statutory damages.” 1/2016
- “Amending the law to extend the first sale doctrine to digital transmissions of copyrighted works is not advisable at this time.” p. 4

# Literature Review Group

- 8 members
- 60 articles
- No U.S. case law
- Capitol Records vs. Redigi
- Tom Kabinet

# License Review Group

- Irrevocable perpetual access
- No DRM
  - Including proprietary formats, time-limited sessions, restricted access
- Unlimited simultaneous users OK
- ILL OK
- Other noteworthy / unusual provisions



# Quotes

- “Librarians sure are left to interpret a lot of legalese!”
- “I often say that I had no idea I needed a law degree to be a publisher!”
- “Is there really any such thing (as irrevocable perpetual access), unless the licensee is allowed to create its own archival copy?”
- “You get perpetual access under this agreement, but we reserve the right to terminate the agreement at any time.”

# Quotes

- “DRM seems to be another squishy construct.”
- “In the event that Licensor utilizes any type of Digital Rights Management Technology to control the access or the usage of Licensed Materials, Licensor agrees to notify Licensee of any technical specifications. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Licensee or any Authorized User as specified in this License Agreement or under applicable law. Any Digital Rights Management Technology shall be applied in compliance with this License Agreement and applicable privacy and data protection laws.”

# Quotes

- “Since we all have varying needs and budgets, it’s great to have multiple purchasing options available. However, while I don’t expect vendors to create unique licenses for each purchasing model, I wonder if it would be possible to add an addendum to the standard license that explains what DRM is attached to the materials based on the model you choose. I feel like much of this information on limitations by purchase model is shared informally in conversations between librarians and vendors or aggregators (usually when libraries are considering a purchase or at the point of purchase), and I’d rather have this information recorded in an official document.
- “I think the variety of purchase models is useful and needed, but more transparency as to the basis of the pricing for those models would be nice. I think flexibility would be possible, even with transparency.”

Thank You!