

## Analysis of e- Resources' License Agreements: Disagreeing for User Rights

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### **Abstract**

*The present paper analyzes license agreements for online databases and e- books subscribed by university libraries and highlight the different clauses which they cover and their impact on the libraries. It suggests some parameters which must be kept in mind while finalizing agreements with vendors and publishers of online resources.*

**Keywords:** Online Databases, Agreements, Licensing Principles

### **Introduction**

The digital revolution has completely transformed the way libraries procure, develop, organise and store information (carriers) for their users. The revolution has facilitated libraries in enhancing their services and collections for users but at the same time, it has created many challenges for them to overcome. During the pre-Internet days, libraries procured books, periodicals and other reading materials, organised and offered them to the users and other libraries without worrying for any kind of breach or infringement or non-compliance (as long as photocopying was done within the permissible limit). Similarly, the publishers, suppliers and subscription agents did not bother about the use, users, preservation, archiving once they had sold the resources to the libraries. Many laws permit "the sale of first doctrine" in print environment. This does not happen in online environment which creates many issues for libraries and users. The physical possession of the documents ensured that they would be available for posterity. Even if the libraries dropped subscription to any journal title, it still had

under its custody all the back issues of the journal. With the advent of Internet technology there has been a paradigm shift from ownership to access. Libraries no longer have physical possession or ownership of the content or information sources. They merely lease the content which resides on the servers located remotely.

Secondly, there has been change in the information seeking behaviour of students, researchers and faculty members. They preferably want information in digital form because of convenience of retrieval, access and use. So in order to cater to their information needs, libraries have to procure resources as per their preference of version. And in order to gain access to online content, libraries have to sign agreement with content providers who are publishers or aggregators or suppliers. A license is a written document of agreement which spells the terms and conditions of use, liabilities and responsibilities of the Licenser (vendor) and licensee (libraries). It is supposed to offer a level of protection to all stakeholders involved while clearly delineating the parameters of use. Now finalizing and signing agreements for licensed content has become an indispensable part of collection development in libraries across the world. Libraries, across



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the world spent a lion's share of their budget on acquiring e- resources. The market size of e- resources is consistently growing in the coming years. The present paper analyzes license agreements for online databases and e- books, subscribed by university libraries and highlights the different clauses (a comparison of agreements by few publishers is attempted in Annexure 1) which they cover and their impact on the libraries in general.

### **Model licenses and licensing principles**

The LIBLICENSE Model License Agreement provides assistance to library professionals in negotiating and finalising license agreements with the publishers and providers of online information.

IFLA has given a set of basic principles which must prevail in the agreements between libraries and content providers. The model aims to help all types of libraries-public, academic, special, national etc. (IFLA Licensing Principles, 2001).

American Association of Law Libraries (AALA, 2004) has also drafted principles for licensing electronic resources. These principles serve as guidelines and best practices for all stakeholders involved in the licensing activities. They also aim to educate the content providers on important issues in the library environment. Libraries by following the clauses and components of the model license can get a rough idea of the different important parameters which should be included in an agreement with any content provider. They also serve as checkpoint of negotiation points.

### **Review of Literature**

Patnaik (2014) has analysed the agreements signed by IIM Bangalore Library for subscribing to e- resources. The author has observed that the licensing

agreements have completely displaced the copyright Law. There has to be a trade-off among the laws and technological advances which will benefit all the stakeholders of the information landscape in the future.

As per the terms and conditions of the license agreements, libraries are required to monitor user activities, prevent, intercept unauthorised use and notify the occurrence of unauthorised use. This may cause intrusion in to the privacy of the users (Lipinski, 2013). Rubel and Zhang (2014) have analysed 42 license agreements to study the clause of authorised users and user privacy. They have highlighted that there is disharmony between model licenses proffered in the library profession and the actual license signed by the party. Rubel (2014) has advocated that there is need for libraries to maintain happy medium between intellectual freedom and user privacy while providing electronic resources to the users.

Zhang and Eschenfelder (2014) have analysed 72 e-journal licenses to study if perpetual access clauses differ in commercial and non-commercial publishers. They have reported that the perpetual access clauses are at different stages of institutionalization in the license agreements of commercial and non-commercial publishers.

There is no industry standard in this newly emerged concept of content licensing which was unheard of during the pre-Internet days. Industry standards are licensing terms and conditions which arise from constant use of same clauses by the libraries and content providers, whereas the model licenses and licensing principles are spelt and prepared by library associations, keeping in mind the needs of libraries as opposed to the content providers (Harris, 2009).

The publishing companies spent time and money in training their staff in negotiation skills whereas libraries do nothing for imparting the same skills to their staff. As a result, library professionals lack negotiation skills (Gruenberg, 2014).

### **Ownership of the Intellectual content**

The licensor owns the copyright of the licensed content.

### **Charges/Fee**

The price or subscription fee is determined by the number of full time equivalent (FTE) enrolment. Libraries have to mention the FTE in the subscription form at the time of signing license agreement.

The agreements mention that the subscriber will pay for the whole term; the charges may be modified by giving 15 days prior notice to the subscriber. The publishers want that payment be done within 30-90 days of date of invoice otherwise late payment will entail interest charges of 1% per month on the unpaid balance. The subscription fee is always exclusive of any sales service or, value added tax or any other applicable taxes.

### **Use of Content**

The agreements define authorised users as staff, faculty, students, and walk-in users of the library. The authorised users may access, search, browse and view the content, incorporate links in electronic course packs, reserves and course management systems.

The use is subject to restrictions and disclaimers which the publishers publish periodically. The agreements also mention that the printing and downloading should be limited to insubstantial portions of the data for temporary storage. The authorised

users can store or reproduce only insubstantial portions of the licensed content.

### **Access**

The agreements mention that the licensed content will be accessible at the IP addresses of the sites as listed in the subscription form.

The remote access can be provided to the authorised users only through the server or network located at the main campus or licensed site. The subscribing library's network must have adequate security to allow access through user authentication mechanism. The subscribing libraries normally provide the IP address of the proxy servers and script of the remote access to the licensor.

### **Restrictions**

The agreements clearly spell the use which is prohibited. The authorised users can only use the licensed content over an authorised computer network-number of downloads or number of concurrent users cannot exceed the number which is mentioned in the agreement.

There is restriction on use of content on temporary staff. The authorised users are not allowed to share content with a colleague from other university or college. This is a bottleneck as research is a collaborative activity and sharing content may further improve and enhance the cause of research and development which ultimately shall end up in quality publications in future.

THE LIBLICENSE maintains that the users should be allowed to circulate among colleagues from other university or organization licensed content in paper or digital form.

Furthermore, the agreements mention that the restrictions on use shall survive any termination of the agreement. The libraries cannot provide remote access to researchers of other universities and colleges.

"..... Customer is specifically prohibited from granting remote access to any school, school library, cooperation, business or other organization."

The use of robots, spiders, crawlers, automated downloading, programmed deep linking is not at all permitted. The users are supposed to conduct individual search and retrieval activities manually only. Data mining is not at all permitted.

The publishers of e- books do not allow libraries to incorporate licensed material into course packs and electronic reserves without seeking their prior permission and charge additionally for it. They also put an embargo on sale of e- books. They do it because they believe that access to e- books by libraries will cannibalise into print books.

IFLA advocates that the lending and sharing of e-resources within the reasonable limits should be allowed among the libraries. The publishers should not prohibit the same through their agreements. It has maintained that the monetary benefits of the information providers should be balanced with the users' need to have access to the required information.

Text mining is the development and application of computer programs which accept human language in the form of scholarly journal articles and provides functionalities like information retrieval and extraction. The publishers do not permit text mining of licensed content and turn off access when unusual download activity is observed.

### **Term**

Normally an agreement is signed for a year (generally it is for a calendar year, i.e., January-December).

### **Renewal /Extension of agreement**

One of the important publishers mentions that in case the library does not intend to renew the subscription for the next year, it should inform in August itself. It is too early for the libraries to take decision in August for the next year.

### **Interlibrary Loan Request**

Generally, either publishers of e- journals and e-books do not allow libraries to use e-content for attending to the interlibrary loan request or allow only on very restricted basis.

The excerpt from one of the agreements is given as under,

"...customer shall not provide any material from any product to fulfil an interlibrary request from another library or organization."

The publishers of e- books permit loan in print copy only as reflected from the excerpt given below:

"...Interlibrary loan is restricted to one printed copy of the specifically requested dissertation, book or pamphlet loaned at any one time."

### **Scholarly Sharing**

The agreements mention that "the users may provide to a third party, colleague, insubstantial amounts of materials retrieved from the licensed content for personal use or scholarly education or scientific research in hard copy or electronically." There is ambiguity in this clause as "insubstantial" may be interpreted differently by different individuals and libraries."

The Article 7 of IFLA's Draft Library Treaty says, "It shall be permissible for a Library or archive to supply a copy of any work lawfully acquired or accessed by the Library or archive to another library or archive for subsequent supply to any of its user by any means..."

### **Disclaimer of warranties and Limitation of Liability**

The agreements clearly mention that the service, features, content, data are being provided on "as is" basis without warranty of any kind. They don't guarantee accuracy, currency, completeness of the data. They don't warrant uninterrupted or error free access to their online content. The vendor/publisher/supplier does not hold themselves responsible for any loss or damage rather the agreements mention that the library will indemnify the publisher against any losses including advocate's fee in case of litigation if any.

"...customer shall indemnify against any claims or losses including reasonable attorney's fees....."

The vendor will not be liable for consequential or punitive damages even if notified of their possibilities."

"...content providers disclaim all other express or implied warranties, including warranties of merchantability or fitness for a particular purpose."

Some agreements clearly mention that under no circumstances the publisher or vendor will be liable for any direct, indirect, incidental, special or punitive damages which may be caused to the library because of the agreement with the publisher. Even if the publisher or vendor is found to be responsible for any loss or damage to the library because of access, availability, use of the content, his liability will not exceed the amount paid as fees to them by the subscriber.

### **Obligations of Licensor**

Some publishers commit to provide continuous service of access with an average of 98% uptime per year with 2% downtime for scheduled maintenance and repair.

The publishers do not mention that if the licensed content does not operate, display, load and they fail to repair within 2- 5 business days they will reimburse licensee for such problems in an amount which is proportional to the total fee. They certainly don't follow the 'Transfer Code of Practice' given by UKSG.

### **Obligations of the licensee**

The subscribing library has to ensure that the licensed content is used for academic, educational, research purpose by the authorised users through a delegated authentication mechanism. The libraries are expected to take steps to intercept and control unauthorised use.

### **Termination of the agreement**

#### **Permitted use**

The agreements mention that the use of content is allowed in keeping with the doctrines of "Fair use" or "fair dealing" as defined under the laws of USA and UK. Printing and downloading are limited to insubstantial portions of the data for temporary storage.

### **Perpetual Access/Archiving/Post Cancellation rights**

Most of the publishers are silent on this aspect of archiving in their agreements. This may be due to the fact that if they permit libraries to archive they will lose considerable revenue. In print environment, even after libraries dropped subscription to titles they had in their possession the hard copies of titles

which they subscribed in the past. Unfortunately this does not happen in the online environment wherein either libraries have to subscribe to some other titles in order to get access to content for which they paid during the last years or sometimes publishers provide magnetic tapes of images, ASCII databases of the content of the publication years, in their format of choice, which can be loaded on libraries servers. Libraries shall have to pay for getting this electronic copy of data. The Libraries will have to use their own research and retrieval software for accessing the content. The agreements also specify that this content should not be made accessible to unauthorised users

After dropping off subscription, if libraries want to get access through proprietary on line systems, they have to pay an annual fee which is commonly known as maintenance fee. In case the database or content is updated on annual or other basis, libraries have to pay a data fee in order to get access to the additional content. It implies that the libraries have to pay annual data and/or Access fee (collectively called continuing service fee) in order to get access to the content for which it has already paid.

In case of one of the publishers, if the library does not renew, it has to pay an annual fee which is based on the number of full text articles downloaded from such titles during the previous year of subscription. The publisher mentions to charge a minimum of USD 500 due to inflation and increase in cost for providing access to dropped titles. But if the Library decides to subscribe to at least one title, it can get access to the back issues of the dropped titles without having to pay additionally for it.

The situation aggravates when there is transfer of titles from one publisher to another as the former

does not guarantee access to the back issues for which the Library paid. The new publisher wants to charge afresh for providing access to the back issues.

In case of e- books too, libraries have to pay a maintenance charge in order "to keep their account active"; the maintenance fee may be waived off if libraries decide to buy more titles worth the annual maintenance fee or more. It implies that libraries have to buy books which they may not need, in order to ensure access to the books which they bought in the past.

#### **Governing Laws and General Provisions/Resolution of disputes**

The Indian publishers /vendors and suppliers mention that if any dispute arises, it will be resolved through negotiations within a period of 30 days after dispute notice is received by the receiving party. The last resort will be Arbitration and Conciliation Act, 1996 . The place of arbitration will be New Delhi, India. Libraries subscribe to databases which nine times out of ten are provided by countries of Europe and USA. Their agreements clearly express that in case of any litigation, the courts of laws located in foreign countries from where the publishers operate will decide in all the law suits. Litigating a lawsuit in a foreign country will entail enormous amounts of funds for an Indian Library. The IFLA principles of Licensing mention that the governing laws in case of any litigation should be agreeable to both the parties and preferably the national or state laws of the licensee should prevail.

#### **Use of MARC records**

The publishers agree to provide MARC records of books and journals which may be loaded in to individual library's OPAC but certainly not in shared online catalogue system.

### Usage Data Reports

The publishers mention in their agreements that they will provide usage data on monthly basis, but for analysis, express written permission is required.

"... Reports may be accessed by vendors or other third parties retained by the subscriber only with the express written permission..... for the purpose of usage analysis of the subscriber."

### General Terms and Conditions

#### Force Majeure

Neither party shall be held responsible for failure, default or delay in performing its obligations in accordance with the agreement due to reasons like fire, flood, drought, tempest, riot, strike, lockout, etc., which are beyond the reasonable control of either party. This is called Force Majeure.

#### Anti-Bribery and Corruption

This clause says that it will be obligatory on the part of all stakeholders to have policies and procedures in place to ensure compliance to anti bribery and corruption laws. The stakeholders will not indulge in any kind of activity which is an offence according to UK Bribery Act 2010.

#### Confidentiality

The clause of confidentiality is also included in the agreement. It mentions that the financial terms and conditions cannot be discussed with other libraries. The non-disclosure component prevents libraries from sharing and discussing pricing details with each other. It is certainly inappropriate as libraries should be free to discuss and convince themselves before they procure any licensed content.

It has been observed that 99% of the license agreements contain the same clauses, terms and condi-

tions and generally tilted towards the interests of the publishers. In fact license agreements are prepared by the publishers who generally focus on their own profit making motives. These are non-negotiable which implies that libraries have to accept them on "as is" basis if they want to have access to the content for their users.

#### Termination

A party may terminate the agreement if it feels that there has been persistent breach of any term of agreement and no remedial action has been taken even after 30 days of notification.

#### General Terms and conditions

Some of the agreements express that they permit use of e- resources in accordance with the doctrines of Fair Use and Fair Dealing as defined under the laws of United States and UK respectively. Libraries in India need to ensure that the license agreements honor the exceptions given by Copyright (amended) Act 2012. The exceptions aim at facilitating the learners who are differently challenged and need to have access to information in an accessible format. Libraries and nonprofit organizations are allowed to provide content to people with disabilities in alternate format.

Since libraries are a big catchment for the publishers' earning stream, they can be asked to make changes in the agreement, provided that negotiations are done skillfully by the library staff. Since the library staff are not trained in negotiating contracts with vendors, they need to be a little more alert and scrutinize and evaluate each and every line of the agreement before signing them.

An agreement should generally have the following clauses:

### 1. Coverage

At the time of subscription, libraries must evaluate the content and features of the product offered by the vendor. It is important to remember that for every product or database available, there are two or more products available in the market at the same price.

### 2. Definition

Libraries should have a very clear understanding of the terms (and their scope) used by the vendors in the agreements. Use of ambiguous terms should be avoided.

#### 1. Authorized use

Number of user licenses, downloading, interlibrary loan and scholarly sharing, printing should be reasonably permitted. Provision should be there to facilitate use by differently abled people (Use in alternate format). Variety of mobile options should be included for mobile users.

#### 2. Authorized users

Libraries should ensure that the scope of authorized users is not very limited. It should include students, researchers, staff, faculty members, contractual staff, researchers from other libraries, visually challenged learners from any part of the country as long as the uses of information is for academic and research purpose.

#### 3. Price

It should be inclusive of all charges, no hidden charges. It can be negotiated and a lower than proposed price can be finalized. Library staff can ask the vendor about the details –how the product has been priced. Besides, additional months of access can be asked for. For instance free trial of databases

or 15-18 month access at the subscription price of 12 months. Libraries can also negotiate and ask for complementary access to some other database offered by the vendor which may cater to the information needs of the user community.

Libraries on the basis of professional judgments or internal discussions can easily decide if subscription to a particular database will be required for many years to come, so that they can negotiate for more than one year and get more discount.

#### 4. Performance Guarantee

Performance Guarantee should be asked for.

#### 5. Responsibilities of the vendor

Vendor should guarantee uninterrupted access of 99% uptime and 1% downtime. Problem of non-access should be attended to within 12 hours of intimation by library. Training sessions for faculty and students should be arranged.

#### 6. Post Termination/Cancellation/Transfer of titles

Libraries should ensure that archival access to content will be guaranteed even after termination of agreement; whether electronic copies will be provided for archiving. They should also ensure about the access of content in case titles of one publisher are acquired by another. They can be asked to collaborate with third party archiving services like LOCKSS, Portico etc.

#### 7. Dispute Resolution

In case of any dispute, law of the country where the subscribing library is located should prevail and not the law of country where publisher is located.

#### 8. Openness/Transparency



Libraries should be free to discuss the terms and conditions of the agreement with one another.

### 9. Termination

Libraries should be very clear with regard to how the agreement can be terminated by either of the parties.

### 10. Force Majeure

#### Way Forward

The libraries while signing agreements for licensed content must ensure that all clauses as spelt in model licenses are included. Furthermore, they should also ensure that all the clauses should strike a happy medium between the interests of publishers and libraries. The publishers of e- journals and e- books and libraries should work on reasonable terms and conditions so that seamless access to information to the user community can be ensured. The different terms and words used in the agreement should be defined clearly and unambiguously as the use of terms like, "insubstantial", "insignificant", "temporary storage" may be interpreted differently by different individuals. Libraries should get their agreements vetted by the legal cell of their parent organization before signing it off for procuring licensed content. The legal professionals may go through the text of the agreement and advice on the "risk prone" clauses of the agreement, which library professionals cannot do in the absence of relevant training and education. It has been observed that since license agreements are prepared by the publishers, the terms and conditions specified in it are inclined towards their profit making motives, whereas the needs of the libraries are relegated. MHRD and Law Ministry may formulate a national licensing policy for e-resources so that it is mandatory for all pub-

lishers and their agents operating in India as far as service provision to libraries in the country are concerned. This may also save local efforts by individual libraries.

The users should have a clear knowledge of the legalities of using licensed content. Educational sessions should be regularly conducted by the libraries to educate the students about copyright law, how licensed content should be used and the consequences of non adherence.

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Table 1: Clauses of E- resources' agreements

Clause	Readex	Elsevier B.V.	Reed Elsevier Inc.	Proquest LLC	Henry Stewart Talks Ltd
Product		Cell Press Collection  5 subject collections	LexisNexis Academic	Academic Research Library  Theses and Dissertations  MLA (Full Text)  Digital National Security Archive	Biomedical and Life sciences Collection
Ownership of intellectual	Is with the publisher	Is with the publisher	Is with the publisher	Is with the publisher	Is with the publisher
Fees and Payment Terms	No mention	Payment to be done within 90 days of date of invoice. Late payment will be subject to interest charges of 1% per month.	Payment to be done within 30 days of date of invoice.	Payment to be done within 30 days of date of invoice	No mention
Term/Termination/Renewal	No mention	Jan-Dec. Automatic renewal, otherwise either party must inform by august for the next year.	Jan-Dec. Automatic renewal, otherwise either party must inform by giving 90 days advance notice.	Dates as mentioned in the agreement.	Jan-Dec
Use of Content	Authorized users can use through authentication programmes mentioned in the agreement.  Printing and downloading limited to insubstantial portions of data.	Authorized users can print, download and store a reasonable portion of individual items. Links to the journals can be given in electronic course packs, reserves, course	Authorized users can print, download and store a reasonable portion of data. Use of content permitted though manually conducted discrete individual	For use by authorized users for research and analysis only.  Remote access to the authorised users only.  Digital and print copying allowed as per the doctrines of "fair use" and "Fair dealing".	For use by bonafide students only.

Quality of service	No mention	98% uptime per year; 2% downtime for scheduled maintenance	No mention	Will not be liable for any failure or delay or interruption in the service.	No me
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	Temporary storage in accordance with Fair use provisions.  No use by Third party allowed.	management systems.  Sharing with third party colleagues allowed for academic purpose.  Use of any robots, spiders, and crawlers not permitted.	searches.  Use of mechanical, scripted, robotic programmed, automated means not allowed.  Access through IP address filtering, Proxy server filtering, Remote access script as mentioned in the agreement.	Use for electronic reserve allowed as long as a hit is registered on Proquest online platform each time a student views content in electronic reserves.  Data mining not allowed.	
Interlibrary loan	Not allowed	Allowed	Not allowed	Limited to one copy of dissertation/book at any one time. Scholarly sharing allowed with third party colleagues.	No mention
Quality of service	No mention	98% uptime per year; 2% downtime for scheduled maintenance and repair	No mention	Will not be liable for any failure or delay or interruption in the service.	No mention
Obligations of the subscriber	Library to take reasonable steps to ensure use as per the terms of the agreement.  Security measures shall be taken to prevent	Library will put in reasonable efforts to ensure use by authorised users.  Access through authentication programmes.	Shall not encourage use by walk in users.  Subscriber will use reasonable efforts to prevent unauthorised use.	No unauthorized use	Use by bonafide students only, use not to exceed number of users mentioned in the agreement.

	<p>unauthorised use.</p> <p>Library will indemnify including attorney's fees in case any loss occurs to the publisher due to unauthorised use.</p>	<p>Username and password to authorised users only.</p> <p>Publisher to be informed in case unauthorised use occurs.</p>			
Warranty, Liability Indemnity	<p>Does not warrant accuracy, completeness uninterrupted access of data.</p> <p>No responsibility for any consequential or punitive damages.</p>	<p>Will indemnify the subscriber against loss, damage arising from use of content where in a third party claims infringement of intellectual property rights.</p> <p>Content provided on "ASIS" basis, not responsible for any error, omissions, inaccuracies of data.</p> <p>Liability will not exceed the subscription fee paid by the subscriber.</p>	<p>Content is provided on "as is", "as available" basis.</p> <p>Clearly disclaims all kind of warranties.</p> <p>Is not responsible for any kind of loss resulting from errors, omissions or interruption of the service.</p> <p>Aggregate liability does not exceed the amount of subscription fee.</p>	<p>Service provided on "ASIS" and "AS Available" basis.</p> <p>Does not warrant that the use will be uninterrupted, error free.</p> <p>Does not warrant for accuracy, timeliness, correctness, currency or completeness of the content.</p> <p>Maximum liability will be limited to the total subscription fee received by the publisher.</p>	<p>Content provided on "as is" basis, not necessarily error free.</p> <p>No liability for loss, damage arising out of use of the data.</p> <p>Liability limited to the commercial value of the content.</p>
Perpetual Access/post Termination Access	<p>To provide archival copy of data.</p> <p>Library may</p>	<p>Electronic copies of all the subscribed titles for</p>	<p>No mention</p>	<p>After subscription is stopped, library may get access by paying</p>	<p>No mention</p>

Termination Access	archival copy of data.  Library may purchase magnetic tapes of images and ASCII database. Mount them on their servers; use their own search and retrieval software.  Conditions of use will remain the same	copies of all the subscribed titles for publication years will be provided.  Annual maintenance fee, based on number of articles downloaded during the subscription year.		subscription is stopped, library may get access by paying maintenance fee.  Publisher may provide data-images, ASCII text and metadata in a format of its choice against a fee	mention
MARC records	No mention	No mention	No mention	Can be loaded in OPAC but not in shared online catalogue	No mention
Usage data reports	No mention	Provided but not to be shared with third parties without permission	No mention	No mention	No mention
Arbitration /settlement of disputes	To be decided in the state /federal courts of Florida	No mention	Laws of New York, USA shall prevail	Agreement to be construed in accordance with the laws of England and not by the United Nations Convention on Contracts for the International Sale of Goods	Agreement to be interpreted in accordance with English Law.
Force Majeure	No mention	compliance	compliance	compliance	No mention
Confidentiality	No mention	Discussion of financial and commercial terms of the agreement with other libraries not allowed.	No mention	No mention	No mention

	purchase magnetic tapes of images and ASCII database. Mount them on their servers; use their own search and retrieval software.  Conditions of use will remain the same	publication years will be provided.  Annual maintenance fee, based on number of articles downloaded during the subscription year.		maintenance fee.  Publisher may provide data-images, ASCII text and metadata in a format of its choice against a fee	
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Arbitration / settlement of disputes	To be decided in the state /federal courts of Florida	No mention	Laws of New York, USA shall prevail	Agreement to be construed in accordance with the laws of England and not by the United Nations Convention on Contracts for the International Sale of Goods	Agreement to be interpreted in accordance with English Law.
Force Majeure	No mention	compliance	compliance	compliance	No mention
Confidentiality	No mention	Discussion of financial and commercial terms of the agreement with other libraries not allowed.	No mention	No mention	No mention