

# University of TN - Standard licensing checklist

## License Information

Vendor/Publisher:

Journal/Database Title:

Date of contract agreement:

Signed by:

Date:

Signed by:

Date:

Access Type: \_\_\_\_\_ onsite \_\_\_\_\_ remote

\_\_\_\_\_ Unlimited users \_\_\_\_\_ number of users

Campus: \_\_\_\_\_ Master Agreement \_\_\_\_\_ Consortia purchase/discounted

\_\_\_\_\_ Knoxville \_\_\_\_\_ Chattanooga \_\_\_\_\_ Health Science Center

\_\_\_\_\_ Martin \_\_\_\_\_ Institute of Agriculture \_\_\_\_\_ Institute for Public Service

\_\_\_\_\_ Memphis \_\_\_\_\_ Space Institute

Should not be restrictive to physical location, should be accessible worldwide or wherever authorized users need to access data.

## **Terms of Agreement**

\_\_\_\_\_ Short-term, long-term, or perpetual?

\_\_\_\_\_ Revocability terms

\_\_\_\_\_ No automatic renewal

\_\_\_\_\_ Let it be known that terms of this agreement take precedence over the following:  
Electronic Terms and Conditions/End User Agreements/EULAs/Click Throughs/Click-to-Accept/Click-wrap/Clickwrap/Browse-Wrap/Browserwrap/Wrap Agreements/Online Terms and Conditions/Terms of Service/TOS

## **Authorized Users**

Includes all faculty, staff, and students affiliated with The University of Tennessee, regardless of location, and all onsite library users, to include public walk-ins.

## **Single user name and password**

\_\_\_\_\_ Remote access provided to Authorized Users through use of secured network with IP authentication.

## **Patron records**

\_\_\_\_\_ UT retains ownership of personal information. Patron records should not be supplied nor kept up to date. Confidentiality of individual users must be maintained. User data should not be reused or sold to third parties without permission.

## **User limitations**

\_\_\_\_\_ Licensee will use all reasonable endeavors to ensure that all Authorized Users are aware of the importance of respecting the intellectual property rights in the Licensed Materials and of the terms and conditions of this License, and must notify Authorized Users of the terms and conditions of this License and take steps to protect the Licensed Materials from use which is not expressly authorized by this License.

## **Content**

### **ADA compliance**

\_\_\_\_\_ Licensor must ensure W3C Web Content Accessibility Guidelines, version 2.0 are met. Products under this agreement must present data designed to comply with the Americans with Disabilities Act.

### **Archiving and preservation**

\_\_\_\_\_ Providing that full payment is made, the Licensor will provide the Licensee an archival file on DVD-ROM or other appropriate media, as agreed upon between the Licensee and Licensor, containing the content of all permanent use purchased items. The content of the annual archive may also be made available for download/retrieval via other means as mutually agreed upon by the parties. Licensee is authorized to make further copies in perpetuity as it may deem necessary for purposes of archival preservation, refreshing, or migration, including migration to other formats, so long as the purpose of such copying is solely for continued use and/or archival retention of the data and does not violate or extend the use rights contained in this agreement.

### **Perpetual Access**

Include costs for perpetual access in the contract, if costs are applicable.

\_\_\_\_\_ Agreement should include perpetual license beyond term of agreement for use of licensed materials that were accessible during the term of agreement.

### **Linking to and from content**

Products should recognize links to and from finding tools and content

\_\_\_\_\_ Bibliographic records in online catalogs, major indexing and abstracting databases should link directly to title and articles in vendor-maintained repositories. Use of provider's gateway should not be required for access to data. For titles in citations, links should also promote easy access to locations in local holdings.

## **Use and Access**

### **Course Packs/Electronic Reserves/Virtual Learning Environments Information/Classroom Use/Course Management Systems**

\_\_\_\_\_ Should allow the widest possible dissemination of information and assist instructors to share material with students.

### **Inter-Library Loan**

\_\_\_\_\_ As part of the practice commonly known as "interlibrary loan," deliver a reasonable number of copies of Articles (including through use of Ariel or a substantially similar interlibrary loan transmission software) to fulfill requests from non-commercial, academic libraries; provided that such practice complies with Section 108 of the U.S. Copyright Act.

### **Copyright Information and Fair Use**

\_\_\_\_\_ Licensee and Authorized Users may make all use of the licensed materials as is consistent with U.S. Copyright Law. This includes fair use provisions of Section 107.

### **Monitoring and Reporting Misuse Information**

\_\_\_\_\_ UT is not responsible for students' conduct. Licensee will use reasonable endeavors to monitor compliance and upon becoming aware of any unauthorized use of the Licensed Materials or other breach of this License, inform the Licensor of such unauthorized use or breach and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence. Advance notice should be given to allow time for UT to cure the violation.

### **Return of/Destruction of Materials Information**

\_\_\_\_\_ The Licensee will make reasonable efforts to ensure that Authorized Users return to the Licensor or destroy all Licensed Materials locally stored in accordance with the rights granted in this License.

### **Server Availability**

\_\_\_\_\_ Vendor should provide reasonable assurances regarding the availability and performance of its servers.

### **Usage Statistics Information**

\_\_\_\_\_ Vendors should supply campus specific COUNTER compliant usage statistics for all electronic resources. The Licensor will be compliant with the COUNTER code of practice and incorporate the latest compliancy rules where applicable in relation to the Licensed Materials and the Licensor's obligations under this License. All usage data will be campus specific and tracked by IPs specific to each campus. All usage data will be compiled by the Licensor in a manner consistent with privacy and data protection laws applicable to the United States including the anonymity of Authorized Users and the confidentiality of their searches.