

Access to electronic resources: procedures & guidelines for Rhodes University

Introduction

The University is exposed to a number of risks associated with agreements for software and electronic resources licensed by the Library. The purpose of this document is to advise the Rhodes University community about the nature of the risks and their possible impact and to recommend procedures and guidelines that mitigate against these risks.

In 2011, Rhodes University has spent approximately R9million purchasing licensed electronic resources, involving almost 70 licence agreements. These resources are licensed for use by authorised users as defined by the agreements, which in almost all cases limit access to Rhodes University staff and students. Access to these resources relies on network login (managed by the IT Division) and Web Access Management (WAM for remote access managed by the Library's Millennium software) to authenticate registered users.

Examples of wording extracted from license agreements:

“Faculty members (including temporary or exchange faculty for the duration of their assignment); graduate and undergraduate students; staff members and independent contractors acting as faculty or staff members” – ScienceDirect

“[F]ull and part-time employees, staff, independent contractors and students officially affiliated with the Licensee at the Location using valid Internet Protocol (“IP”) address(es) provided by the Licensee to Licensor...” - BMJ Group Online Licence

“ Users” shall mean all employees and students of Subscriber” – Westlaw

The Library Director & Management are concerned that, because the range of people wanting to use the Library Services and collections is growing and is now broader than that which is included in the majority of electronic resource licences, the University is potentially in breach of the licence agreements. Vendors have repeatedly made it clear that they are opposed to broadening access beyond the currently defined groups.

The risks associated with granting access to individuals who are neither Rhodes University staff nor Rhodes University students are highlighted below. These risks need to be understood and carefully considered when defining Library privileges for user categories:

Risks

The risks associated with extending access to licensed electronic content beyond Rhodes University staff and students include the following:

- Litigation. Vendors may sue Rhodes University to recover damages resulting from misuse or unauthorised access under their licence agreements. This risk is greater where the University has provided access to a wide range of individuals not currently employed by, or enrolled in studies at, Rhodes University.
- Loss of access to resources. Vendors often remove access to resources if they find misuse or unauthorised use of an electronic resource (e.g. systematic downloading of multiple articles from multiple years of an electronic journal). This risk will increase as a broader user base is added. Vendors remove access to subscribed electronic resources until a breach has been resolved. Loss of access has a direct impact on the completion of research or assignments. It is difficult to police misuse by non-Rhodes University users.
- Sanctions for misuse. Misuse by Rhodes University staff and students can be addressed through the disciplinary process. The Library Use and Code of Conduct, currently in process of being approved, contains clauses to this effect. For others, the only sanction is withdrawal of access. It is difficult to educate users beyond the staff and student constituency about the importance of safe-guarding their log-in details and avoiding breaches of contract.

- Negotiating licence agreements. Rhodes University Library has one staff member who handles the licence agreements. The Library will be required to renegotiate the extension of licence agreements to include additional categories of users. This could have financial implications. Certain electronic resources may not be obtainable for a wider community of users. Extending contracts and licence agreements to more users is also seen by the vendor as undermining the vendor's potential market, particularly in the law and business fields. Vendors are reluctant to extend licence agreements for this reason.
- Increase in demand. Some electronic resources have limited concurrent users. Potential users are forced to abandon their attempt to search a database when the maximum number of concurrent users is reached. They must try again later. Adding more users will create competition with Rhodes University staff registered staff and students accessing Library electronic resources. It is not possible to prioritise usage. Additional usage creates strain on existing hardware and software, and staff resources.

(With acknowledgment to Monash University. "Access to electronic resources policy and procedures: discussion paper" by Cathrine Harboe-Ree, University Librarian, 2 November 2009

The Rhodes University Library Services has identified "User Categories" and defined privileges taking into account the above risks and conditions to which it is required to adhere in order to ensure mechanisms are in place that users do not contravene license agreements.

Patrons registering to use Library Services and the collection will be referred to the following message:

Rhodes University Library Services

Conditions of use and licensing restrictions for electronic resources

Rhodes University Library Services subscribes to electronic journals and databases which are restricted by license agreements to use by **authorised users** (i.e. registered students, faculty and staff members of the University, including temporary or exchange faculty members for the duration of their assignment at the University). It is the responsibility of individual users to ensure that their use of electronic resources does not breach the terms and conditions specified in the license agreements and that use is limited to personal and/or educational non-commercial use. Library users must respect international copyright laws governing storage and transmission of electronic information. General principles of permitted use and use that is not permitted are listed below:

Permitted	Not permitted
Viewing, downloading, copying, printing and saving a copy of search results	Use of robots or intelligent agents to do systematic, bulk or automatic downloading
Viewing, downloading, copying, printing and saving individual articles	Systematic downloading or printing of entire journal issues or volumes, or large portions of other e-resources
Using e-resources for scholarly, educational or scientific research, teaching, private study and clinical purposes	Using e-resources for commercial gain (i.e. reselling, redistributing or republishing licensed content)
Sending a copy of an article to another authorised user (i.e. current faculty, students or staff)	Disseminating or making online content available to unauthorised users
Posting the URL to the publisher's version of the article on a class website (publisher links will allow only authorised users access) / Posting the URL to the article which will allow only authorised users access	Posting the publisher's version or PDF of an article to an open class website

Users should note that publishers monitor compliance with license agreements. Breach of a licence agreement by a single user may result in legal action and/or enable the publisher to suspend the University's access without warning.

Acknowledgments: University of California, Berkeley and San Diego University

28 February 2011

Revised: 17 March 2011