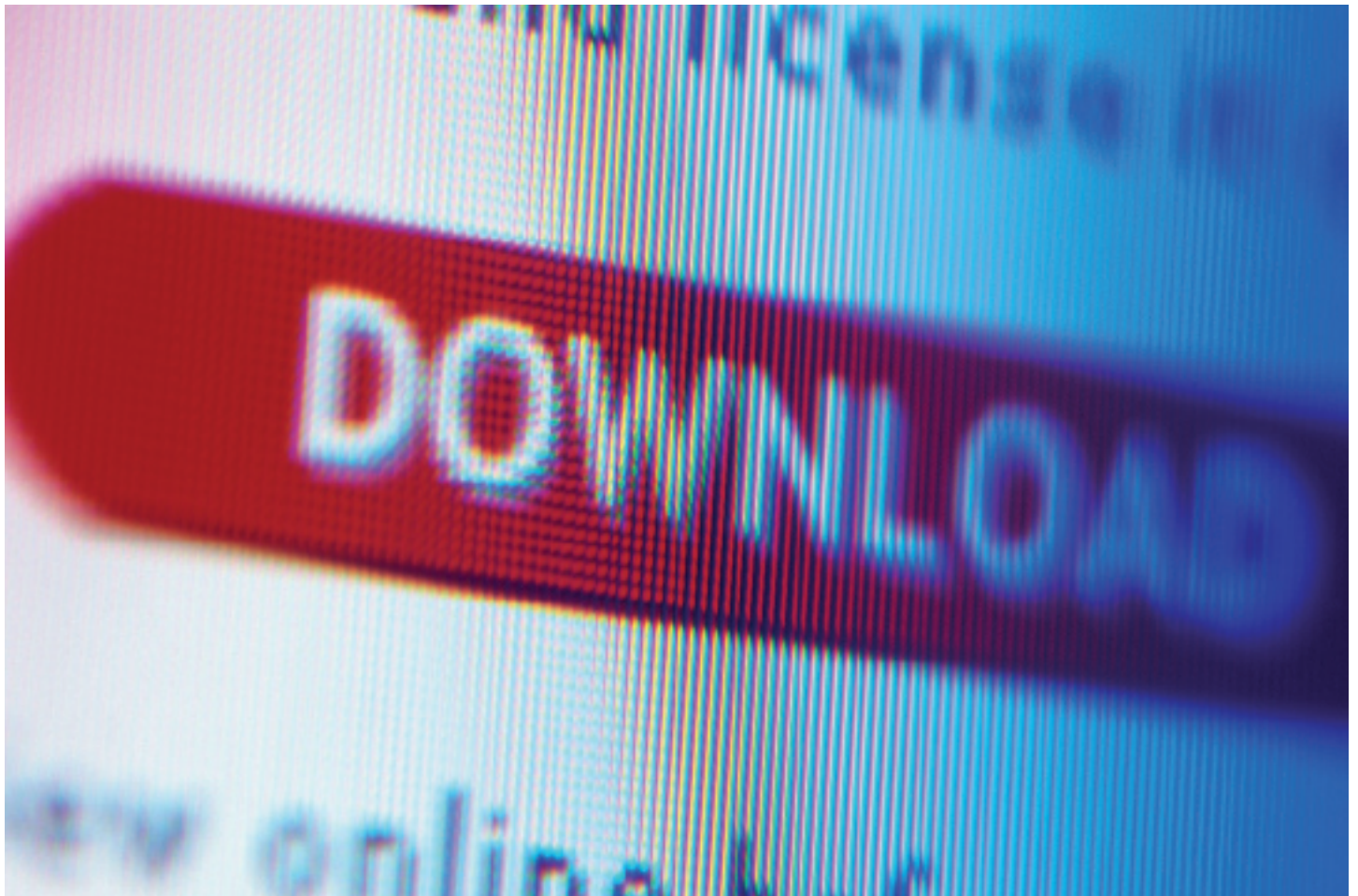


JISC

e-Resources

**A Guide to the Model
NESLi2 Licence for Journals**

Making effective use of online resources





What is the Model NESLi2 Licence?

The Model NESLi2 Licence for Journals is used by JISC and Content Complete Ltd, JISC's negotiation agent, in negotiations with publishers for JISC journal agreements. The Model NESLi2 Licence is based on the Model NESLi Licence and the PA/JISC draft model licence launched in 1999.

The present Model NESLi2 Licence, which was updated in early 2005, reflects changes in technology and use of electronic journals within higher and further education institutions.

The Model NESLi2 Licence contains a number of provisions that are more favourable than many standard commercial licences for access and use of electronic journals.



What are the benefits for the UK FE and HE community?

The Model NESLi2 Licence and other JISC Model Licences provide a consistent approach to access and use of resources to allow teachers, learners and researchers to use each resource to its fullest potential to support their activities.

The terms and conditions governing *who* can use a resource, and *how* in the Model NESLi2 Licence are similar overall to the provisions of the JISC Model Licences for datasets and e-books. Differences relate to specific characteristics associated with e-journals.

JISC and the negotiation agent Content Complete Ltd are dedicated to negotiating the best possible deals and partnering with the publishing sector to influence online resource developments to meet the needs of the FE and HE communities.



Who is a NESLi2 negotiated Licence for?

All further and higher education institutions and specialist colleges in the UK, and the research councils.



How is the Model NESLi2 Licence used?

The Model NESLi2 Licence provides a starting point for negotiations with publishers. While every effort is made to retain all the clauses, occasionally amendments are made. However, this only occurs after consultation with skilled legal counsel contracted by JISC to ensure the interests of the FE and HE community are protected.

Although the terms and conditions from the Model Licences are invariably achieved, it is the responsibility of each institution to check the precise wording of the terms and conditions of each licence and if necessary to seek legal advice, before you sign a NESLi2 negotiated licence.



How is the negotiated price protected?

In addition to the use of the Model NESLi2 Licence between a publisher and an institution, as part of the NESLi2 framework publishers are also requested to enter into a contract with HEFCE which sets out the price and other details regarding the negotiated deal. It also contains an obligation for the publisher to use the negotiated Model NESLi2 Licence in connection with the deal.



What's actually in the Model NESLi2 Licence?

The NESLi2 Licence represents the agreement between the institution and the publisher. It contains the terms and conditions of access, use and service:

- What the resource can be used for
- Who is authorised to use the resource
- How it can be accessed
- What authorised users and institutions can do with it
- What users and institutions must not do with it
- The responsibilities of the institution
- ATHENS compliance (JISC approved authentication system)
- Acceptable levels of service
- The provision of a one-time free 30-day trial for each institution upon request
- Post-termination access
- Customer support for subscribing institutions and their authorised users

- The provision of free electronic user documentation (for reproduction and circulation with appropriate acknowledgement)

It includes some very important provisions regarding ownership of intellectual property rights (IPR) and liabilities. For instance it contains:

- A warranty by the publisher that all IPRs in the resources are either owned by or licensed to the publisher
- An indemnity by the publisher to protect institutions if they are sued by a third party for IPR infringement for using the resource in accordance with the agreed terms and conditions of the relevant NESLi2 Licence

It also includes other terms and conditions in accordance with best practice for a licence of this nature such as the duration of the agreement, grounds for termination, acknowledgement of IPR, Force Majeure and governing law.



What can the resource be used for?

The resource can *only be used for educational purposes*. This means teaching and learning either face to face or distance learning, private study and research.

The resource must not be used for any commercial use. This means use for the purpose of monetary reward (whether by or for the institution or by students) by means of the sale or loan of the resource. Use in the course of research funded by a commercial organisation and the recovery of direct cost by the institution from staff and students *does not* constitute commercial use.



Who is authorised to use the resource?

The Model NESLi2 Licence refers to **Authorised Users**. These fall into two categories based on their relationship with an institution:

These are:

- Any person who is a *current student (undergraduates and postgraduates), member of staff (whether on a permanent or temporary basis) or a contractor of the institution* and who is permitted authenticated access on and off site. This excludes staff and students of a partner institution.
- Any person who is NOT a *current student (undergraduates and postgraduates), member of staff (whether on a permanent or temporary basis) or a contractor of the institution*, but who is permitted by the institution to access its secure network from computer terminals while the person is located physically within the library premises. This person is referred to as a Walk-in User because they can access the resource by 'walking in' to the library but are restricted to using it only within library premises.



What about cancellation of titles?

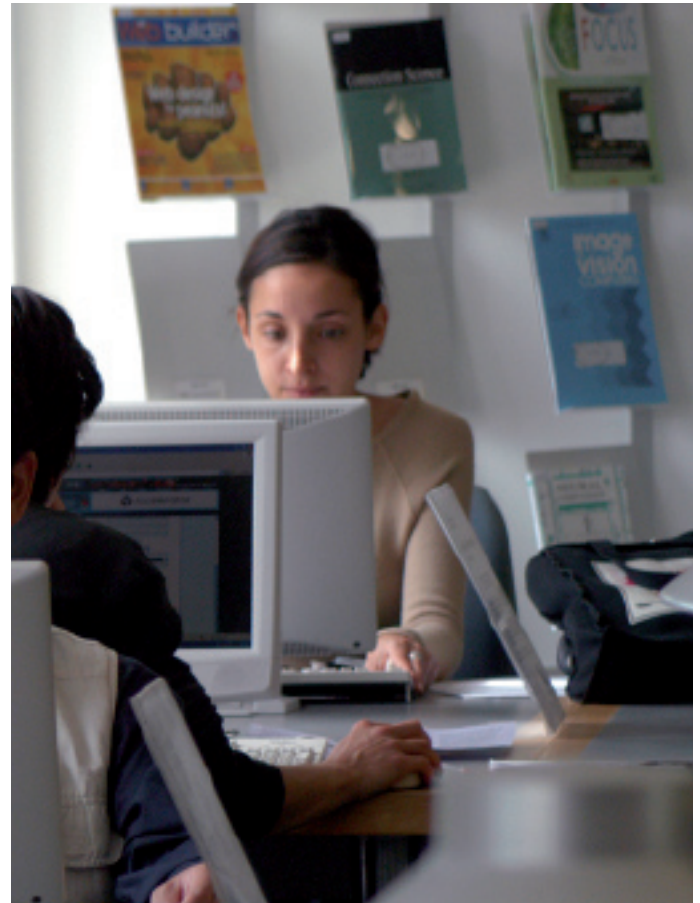
The Model NESLi2 Licence seeks to permit the institution to make annual cancellations and substitutions of the licensed material (only applicable for multi-year agreements).



What about remote access?

The Model NESLi2 Licence allows the institution to provide *24/7 access for multiple users, simultaneously* using secure authenticated access such as ATHENS to any member of staff and students of the institution.

Walk-in Users cannot be given remote access rights. They can only use the resource while physically located within the library premises, using computer terminals on the secure network. This is because Walk-in Users are not members of the institution; consequently their conduct cannot be regulated while off the premises, making it impossible for the institution to ensure that the terms and conditions of any NESLi2 Licence are met.



What does the Model NESLi2 Licence allow?

The Model NESLi2 Licence allows all students, staff and Walk-in Users to use parts of the resource for:

- Teaching and training staff and students whether on campus or not
- Student coursework (including project work and dissertations)
- Research activities
- Presenting research professionally eg in a conference presentation, or in papers



What can the institution do?

The institution is allowed to make a local cache. This is particularly helpful where staff wish to use a resource during a teaching session, and want to guarantee speedy and reliable access by using a local copy of the resource (rather than relying on access via the web). Access to the cached version must still be authenticated and is subject to the same terms and conditions as any other use.



What can staff and students do?

Staff, students and Walk-in Users can:

- Search the resource and look at their results on screen
- Save parts electronically. These can be saved to a computer hard drive, floppy disk, CD-ROM, USB flash drive etc
- Print out single copies of parts of the resource, for example journal articles

Cutting and pasting for teaching and learning

Staff and students may 'incorporate' parts of the resource in teaching materials and coursework providing it is appropriately acknowledged. This provides the flexibility to use such items as learning objects.

This allows teachers and lecturers to integrate parts of the resource into traditional teaching materials such as reading lists and other handouts. It also means staff and students can 'cut and paste' from a range of resources into a single teaching resource or course assignment, as long as appropriate acknowledgement is made for each item (and the Licence for each resource contains the relevant terms and conditions).

How can the resource be used for teaching students?

Staff can cut and paste extracts from the resource in printed or electronic course packs for teaching students of the institution.

This is not limited to a particular medium and can include teaching materials on CD, or through authenticated access to institutional VLEs or intranet.

Teaching staff may use extracts to create interactive tutorials that use still and moving images, text and graphics.

Staff may reproduce extracts in a format that aids accessibility, for example Braille.

Any provision of course materials online must be through secure authenticated access. You will need to check the licence agreement because in some cases it is necessary to delete electronic copies of teaching materials at the end of the licence period.

How can students use the resource in their studies?

Students can cut and paste parts of the resource in printed or electronic form in projects, portfolios and in dissertations. Students must include the details of the source, title listing and copyright owner in their coursework.

How can the resource be used to support research activity?

Staff and students can search and look at their results on screen to support their study and research. They may also:

- Save extracts electronically to a computer hard drive, floppy disk, CD-ROM, USB flash drive etc
- Print out single copies of extracts from the resource, for example journal articles, images, search results etc
- Publicly display or present as part of their work at seminars, workshops or conferences

What library services are allowed?

- Inter-library loan by post or fax, and electronic document delivery of a single copy using Ariel
- Provide printed and electronic copies of parts of the resource at the request of staff and students
- Download extracts from the resource for training and promotion
- Make copies of training materials in print or electronic format

What staff and students may NOT do:

- Make the resource available off-site to anyone other than staff and students
- Remove or hide or change copyright notices or remove acknowledgements

Note: When 'cutting and pasting' extracts from the resource, any form of acknowledgement associated with the item must be included (eg copyright caption with an image).

- Allow the resource to be viewed in any way other than by authorised access or on the institution's secure network
- Use the resource for commercial use or for any purpose other than educational purposes
- Display any part of the resource on a publicly accessible website or network

All of these restrictions continue after the end of the licence agreement.



What about perpetual access?

JISC negotiates to secure post-termination access to the online journals. The Model NESLi2 Licence includes an obligation on the publisher to provide the institution (that has signed a NESLi2 Licence) with access and use of the full text of the journals purchased by the institution at no charge, either by continuing online access to the same material or by supplying archival copies of such material.

The archive is supplied to the institution in an electronic medium mutually agreed between the parties or to a central archiving facility operated on behalf of the HE/FE community. Continuing archival access and use is subject to the terms and conditions of the expired licence.

Institutional responsibilities

When an institution signs an Institution Licence it agrees to:

- Issue passwords such as an ATHENS password to staff and students
- Make staff and students aware that they cannot share their passwords with anyone else
- Only allow staff, students or Walk-in Users of the library access to the resource through the secure network
- Make sure that staff, students and Walk-in Users are aware of what they are and are not allowed to do with the resource
- Let the publisher or JISC know immediately if they are aware of unauthorised access or use of the resource. Also to take the appropriate steps to ensure unauthorised access or use is not repeated

A breach of a NESLi2 Licence is a serious matter and can be grounds for termination of the agreement. This places the rights of other users in jeopardy.

Always check the fine print

Sometimes specific licences with publishers will differ from the Model NESLi2 Licence, as a result of the negotiation process. It is important to check each licence before the resource is used.

To find out more

Copies of the Model NESLi2 Licence can be found at: www.nesli2.ac.uk/model.htm Other JISC Model Licences can be found at: Data sets www.jisc.ac.uk/uploaded_documents/Model_Lic_Dataset_SubLic.doc e-books www.jisc.ac.uk/uploaded_documents/Model_Lic_Ebooks_SubLic.doc To find out more or to order a catalogue of the JISC Collection of online resources see: www.jisc.ac.uk/collections

This document has been produced and edited by Dicky Maidment-Otlet and the JISC Communications and Marketing Team.

Disclaimer

This guide should be used for information purposes only. It does not provide legal advice. Always check the relevant section of the NESLi2 Licence that your institution has signed for a particular resource before you provide access or allow use of such resource and in doubt, please seek legal advice.

A Guide to the Model NESLi2 Licence for Journals

This document is available in alternative formats

For more information: www.jisc.ac.uk/collections

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