

PUBLIC LIBRARY PRINCIPLES FOR LICENSING DIGITAL CONTENT

Libraries enter into contracts and agreements with commercial vendors to license digital content to provide end users with access to digital information. This document is designed to support libraries in working with vendors to advance best practice and advocate for consistent practices across the key topics addressed in these principles. Libraries are encouraged to be open to requesting alternatives, and to seek a legal opinion when appropriate.

This document is intended to guide public library decision making and to be considered at point of initiation of contract, renewal, and evaluation. It is important to obtain licensing agreements signed by both parties from all digital content vendors.

PRIVACY & DATA PROTECTION

Many digital content vendors collect and use library data for a variety of reasons, including digital rights management, consumer analytics, and end user personalization.

- The collection of personal information should be limited to that which is necessary for the purposes identified by the vendor. Consent should be required for collection or use of personal information (CLA Statement on Telecommunication Privacy – www.cla.ca/wp-content/uploads/Telecommunications-Privacy.pdf).
- Libraries should specify their ownership of data stored within any system that is hosted and include terms in the contract that ensure that the library's data is returned or destroyed at the request of the library, at ownership change, or at contract expiry. The library should request a clear timeframe for the return of the data and/or a destruction notice certifying the data has been destroyed.
- Libraries should work with vendors to ensure that the contracts and licenses governing the provision and use of digital information reflect library ethics and legal obligations concerning user privacy and confidentiality (ALA, Library Privacy Guidelines – www.ala.org/advocacy/privacy/guidelines/ebook-digital-content).
- Libraries should educate end users that use of eContent means they are entering into privacy agreements that differ from the privacy agreements held at their public library.

COPYRIGHT

Libraries respect the copyright and moral rights of authors and copyright holders and should educate library patrons about these rights and the role of licenses in the digital environment.

- License terms should not restrict the user rights available in the Canadian Copyright Act s.29 (<http://laws-lois.justice.gc.ca/eng/acts/C-42/page-9.html#h-25>), including fair dealing for research, private study, education, parody, and satire.
- License terms should not restrict a library, archive, or museum's right to exercise exceptions and limitations available in the Canadian Copyright Act sections 30.1 and 30.2 (<http://laws-lois.justice.gc.ca/eng/acts/C-42/page-12.html#h-33>), such as for preservation and interlibrary loan.
- Libraries should be permitted to bypass technological protection measures for the purpose of exercising permitted exceptions and limitations in the Canadian Copyright Act.



DOCUMENTATION & SUPPORT

License terms should offer documentation and training materials in electronic format to staff and end users at no extra cost.

Terms should include primary technical support, either free or at a reasonable cost to licensee as well as technical support contact information. Vendors should provide clearly defined service standards.

Vendors should provide tools for library to generate COUNTER (www.projectcounter.org/about) compliant statistics to track sessions and usage.

REMOTE ACCESS

Products that libraries subscribe to should be available for in-library, offsite, and mobile use. End user authentication should be seamless and with no barriers to remote access by physical location. Products should be device agnostic and offer a responsive interface, as having files in proprietary devices limits end user access. If groups of users are excluded it should be clearly articulated in the license.

The preferred method for authentication is to encrypt links using existing standards. TLS is the current standard security technology for establishing an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral.

COMMUNICATION

License terms should clearly state protocols and communication practises for:

- Planned content or platform changes
- Planned service interruptions
- Unplanned service interruptions

License terms should clearly state the scope and details of vendor support for promotion of the product to the public through customizable online and print vehicles.

ACCESSIBILITY

Libraries respect the applicable accessibility legislation for their jurisdiction and share information about best practices and equitable access rights in the digital environment with their end users. Wherever possible digital content should be accessible to the broadest range of end users.

- Information about the accessibility features of the product should be clearly articulated.
- Where the product is meeting a specific accessibility standard or piece of legislation that information should be clearly articulated.
- End user support for accessibility features should be clear and accessible.
- Accessibility features should never be limited or blocked.

License terms should not restrict an end user or library, archive, or museum's right to reformat a work to provide print disabled access as permitted in section 32 of the Canadian Copyright Act (<http://laws-lois.justice.gc.ca/eng/acts/C-42/page-15.html#h-45>).