

COPPUL Licensing Principles and Process

This document outlines the principles COPPUL follows when licensing e-resources and details about the process. For more information, contact the Licensing Coordinator (<https://coppul.ca/about-coppul/contact-us>)

COPPUL Principles

COPPUL is guided by the following principles in licensing e-resources:

- COPPUL approaches licensing as an opportunity to develop long-term relationships with vendors to benefit members' access to e-resources. COPPUL does not work with vendors in an adversarial negotiation process.
- COPPUL members have expressed interest in the e-resource. COPPUL's licensing process is guided by members so unsolicited offers are not presented to members.
- Members are not expected to act for the benefit of the group so that the offer cannot be contingent on participation of all members
- Pricing for each new member must be transparent and equitable for similar institutions. COPPUL will share the pricing with all members.
- Members must always realize a benefit from a consortia offer through cost savings, sustainable increases, or license terms
- The License must adhere to industry standards for academic licensing. COPPUL prefers to use the model license for licensing. COPPUL expects equivalent or better terms of access than individual libraries have received on their own direct deals
- Access to the e-resource must adhere to recognized industry standards for academic institutions for on-campus and off-campus users. Privacy and anonymity of users using the e-resource is paramount.
- The offer must provide adequate time for trials and internal discussion and decision making.

The Process

COPPUL has renewals through-out the year and accepts offers for new e-resources through-out the year. At the time of renewal, vendors are welcome to provide details on additional related e-resources or upgrades that can be presented with the renewal.

New e-resources are selected by our members. We need to hear *directly from our members* that they are interested in an e-resource so we can be certain there's sufficient interest in the group to make a consortial deal viable. This saves time for both the COPPUL office and the vendor, so we don't invest time shaping an offer that won't come to fruition.

The Licensing Coordinator reviews all offers and is responsible for negotiations with vendors. Once an acceptable offer has been agreed upon in principle, the offer will be circulated to members. Subsequent negotiation may be required dependent on member responses. The Licensing Coordinator will coordinate member confirmations and inform vendors. The vendor will then invoice COPPUL.

Timelines

COPPUL represents 40 institutions, each with their own internal processes for decision making. The following timelines guide the renewal and offer process:

- 30 days for members to make a decision on a renewal
- 60 days for members to make a decision on a new offer

- 30 days prior to end-of-year (March 31) for closing end-of-year one-time offers
- 30-60 days for trials
- 60-90 days prior to the end of the term for presentation of renewal details to the Licensing Coordinator
- 60-90 days for discussion of a new offer until presentation to members
- 60 days for payment from the time COPPUL receives the invoice
- 60 days past the end of a renewal term to extend members' access to e-resources. This ensures access is not cut-off to current subscribers as a result of delays from extenuating circumstances in the renewal process

Information check-list for offers and renewals

The following information is requested for each renewal or new offer:

- E-resource description
- Links to title lists (Excel and KBart) and/or MARC records
- Promotional materials (PDF or Web links), and Webinar offers
- Pricing for current subscribers
- Counter-compliant usage for each institution for the previous year
- For new offers, details on COPPUL members that are already licensing the product directly, including pricing
- Pricing structure for potential new joiners. Pricing for university and college sectors is required.
- License. Please review the COPPUL Model License that we use as the basis for our agreements.
- Trial link or contact information to set up trials

Offer presentation and communication processes

COPPUL manages the presentation process of renewals and offers to members via an internal listerv and Website. Vendors should not contact librarians, faculty, administrators or any potential users at COPPUL institutions directly with consortia renewal or new offer details without permission of the COPPUL Licensing Coordinator.

Members will be polled to determine interest in pursuing a negotiated offer if there is interest by two or more members. Members need at least a month to consider and respond to renewals and new offers.

Promotion of products

COPPUL will work with the vendor to communicate Webinars and distribute promotional materials for new offers and at the point of renewals. COPPUL does not normally re-promote products to its members during a licensing term unless there are significant issues with a product, such as loss of access, a new platform or significant changes to content. Vendors are welcome to work directly with member librarians to provide training and information about changes or new opportunities. Promotion to faculty, administration, or users directly is not allowed without permission from the librarians at the local institution. Members will notify COPPUL if they wish to change or upgrade their subscriptions during the term of a license or at the point of renewal.

Pricing Framework

Consortia deals must provide financial benefits, that an institution would not achieve acting independently, through additional consortia discounting or preferential inflationary increases. Offers must have a clear discount threshold. Members must see up-front what savings they can expect. COPPUL does not benefit economically from any discounts offered by vendors so all savings will be passed on directly to members.

Pricing must be provided for university and 2 year and 4 year college sectors.

- COPPUL processes are transparent so that members see the pricing of every member.
- Pricing models must be equitable so that institutions of similar sizes or programs have similar pricing.
- Institutions must be able to predict how their pricing will change as their institution grows in student population, teaching programs, or research intensity.

In the case where an institution had a prior “preferred pricing” relationship with the vendor for a product subsequently offered through COPPUL, the institution will be “grandfathered” into the deal with their “preferred pricing”, and will be able to be counted as a COPPUL participant, receive COPPUL negotiated increases, and be included in the consortia license. If an institution had a prior deal with pricing that was not as advantageous as the COPPUL deal, the institution will be allowed to receive the new negotiated consortia pricing. COPPUL will not work with vendors who attempt to negotiate better deals directly to an individual institution than offered to other members of the consortia. COPPUL will not work with vendors that offer consortia pricing directly to institutions, or through third-party service providers, without COPPUL’s approval, thereby removing COPPUL from the process.

COPPUL will enter into 2 and 3 year multi-year agreements, billed on an annual basis. This provides predictable pricing over the term of the agreement. Participation in a multi-year agreement is voluntary, and a single year renewal option must also be provided. Multi-year agreements require an opt-out clause in the license that allows an institution to leave the deal mid-term due to budgetary difficulties, without penalty to the institution or other institutions remaining in the deal. The opt-out clause for multi-year agreements is available in the COPPUL model license.

If a library joins or upgrades a COPPUL subscription mid-term, the vendor will invoice COPPUL for the pro-rated amount and then will include the institution in the next COPPUL annual renewal invoice.

Pricing Models

In most cases, COPPUL will use the vendor pricing model if the model is transparent, equitable, and predictable. Institution classification models, such as Carnegie (<http://carnegieclassifications.iu.edu/>), can be adapted to align with the Canadian context. The Canadian Knowledge Research Network (CRKN) banding system (<https://www.crkn-rcdr.ca/en/banding-system>) has been used as a Canadian equivalent to the Carnegie Classification. The Licensing Coordinator will work with the vendor’s pricing team to help translate these models into the COPPUL context.

For Full Time Equivalent (FTE) based pricing, COPPUL maintains current counts of student counts (<https://coppul.ca/licenses-products/fte-information>).

For subject specialized resources, pricing should reflect the targeted user group and provide flexible options to keep the e-resources affordable for the targeted user group. For example, specific subject departments FTE can be provided, which is the preferred count to use rather than the general student population count for subject

targeted e-resources. Concurrent user access models are also acceptable as a pricing model for institutions to obtain the number of simultaneous users required for the specialized user group. Pricing options that include limiting access through authentication methods such as single-sign-on are possibilities for some institutions, but not an option available to most COPPUL institutions at this point.

COPPUL is interested in discussing innovative pricing models that provide opportunities for opening access to scholarly publishing.

Because COPPUL works closely with other Canadian consortia partners who are not competitive with each other, pricing models for the post-secondary sector in Canada should be transparent across the country so that offers can easily transition to a national-level licensing framework. See the section: [COPPUL and other Canadian Consortia](#)

COPPUL's general policy is not to accept pricing models that:

- Are usage-based because they are unpredictable and penalize access of the e-resources
- Apply additional charges for post-cancellation access to perpetual content
- Add maintenance or hosting fees for one-time purchases without valid justification for fees and a capping mechanism
- Penalize institutions with multiple campuses with additional fees because it penalizes physical location while the majority of use from all institutions is off-campus where physical location or campus is not a factor in use

FTE

COPPUL updates reporting of full time equivalent student numbers (FTEs) annually <https://coppul.ca/licenses-products/fte-information> . FTE are obtained from partner consortia in British Columbia (BCELN), Alberta (TAL), and Atlantic provinces (CAUL) and from self-reporting by other institutions.

Authentication and Access

Most COPPUL institutions use IP authentication. COPPUL maintains a current list of IPs.

<https://coppul.ca/organizations/ip> . EZProxy access is the primary off-campus authentication system. Some institutions have set up single-sign-on authentication.

COPPUL's policy is to not accept username/logins for institutions. Concurrent access models that limit the number of simultaneous users in e-resources are accepted as an option in addition to unlimited access models.

With any authentication system used by a vendor, it is critical that anonymity of the user is guaranteed. COPPUL will not enter into an agreement which requires any identifiable information to be provided to the vendor.

COPPUL supports the ***Stanford Libraries Statement on Patron Privacy and Database Access***

<https://library.stanford.edu/using/special-policies/statement-patron-privacy-and-database-access>

E-resources must be free from barriers to access and provide equivalent access for all authorized users, including walk-in users, physically at the campus library. This includes not having additional software that must be downloaded to use the e-resources, usability barriers that impede access for persons with disabilities, access restricted to specific types of authorized users, or to specific locations (such as on-campus only).

COPPUL's model license recognizes authorized users as "all current students, staff and faculty of the Member Institution, whether full- or part-time, permanent, temporary, contract or visiting appointments, retired faculty and staff, faculty or staff with Emeritus or equivalent status, and researchers associated with Member Institution regardless of the physical location of such persons. Additional groups of Authorized Users (e.g., alumni) may be included....Authorized Users also include individual members of the public (walk-in users) while they are physically on the premises of a Member Institution. For the avoidance of doubt, walk-in use is intended for individual users, not as a substitution for a license by another institution."

Invoicing

COPPUL receives a single invoice for all members participating on the license and handles payment to the vendor on behalf of participating members. Invoicing terms must allow for a minimum of 60 days for payment. In some cases, for example with end-of-year offers, COPPUL and the vendor will coordinate direct invoicing to the institution. COPPUL's end-of-year is March 31.

COPPUL will accept offers in multiple currencies, but as part of the negotiation, the exchange rate to US and Canadian dollars must be agreed upon. COPPUL can only accept US or Canadian dollar invoices. When paying in US dollars, the US cheque is paid from a Canadian bank. COPPUL does not have a US banking institution. COPPUL will not pay for vendor's banking charges.

Because COPPUL manages invoicing for seven provinces with different tax rates, COPPUL requests vendors to not apply tax or only apply the 5% federal GST tax. Institutions will self-assess their other provincial taxes.

Licensing

An academic-focused license agreement is required for all e-resources managed by COPPUL. COPPUL prefers to use the COPPUL Model License (<https://coppul.ca/for-vendors>) which contains the standard usage rights required in any agreement.

COPPUL negotiates and signs the license on behalf of participating members. The COPPUL Licensing Coordinator passes new licenses by the License Working Group (<https://coppul.ca/about-coppul/committees-and-working-groups/license-working-group>) for review and comment. Members do not negotiate or sign their own agreement in a consortia deal. License agreements may be updated with addenda for each term.

When COPPUL signs a consortia license with a vendor, we request that all benefits, warranties, and other terms and conditions within the COPPUL Consortia License, once finalized, will be offered and available to members directly for existing and future Agreements outside of the COPPUL agreement.

Generally, a license is negotiated with additional schedules added annually to update business terms. Licenses should be reviewed at regular intervals to ensure they reflect current industry practices.

The following principles would be required in any license, whether the COPPUL model license or a vendor is used:

- Canadian Copyright law
 - nothing shall in any way restrict or limit the ability of users to engage in or conduct any activity that is otherwise permitted under Canadian copyright laws, including without limitation pursuant to any fair dealing exceptions.
- Agreement confidentiality

- COPPUL does not generally sign agreements with non-disclosure clauses
- Entire Agreement
 - The License shall be the entire agreement and no other terms or online conditions shall form a part of the Agreement.
- Permitted uses
 - Permitted uses should be specifically described. The COPPUL model license provides preferred text for describing uses in traditional university practices including interlibrary loan, electronic reserves, course packs and classroom use, learning management scholarly sharing, and text and data mining.
- Post-cancellation rights
 - It must be clearly stated if the License is an access-only subscription or if there are continuing post-cancellation rights (perpetual rights).
- Governing law and dispute location
 - The laws of Canada and the province of British Columbia should prevail or the clause should remain silent.
- Indemnification and limits of liability
 - COPPUL cannot indemnify publishers. Institutions use reasonable efforts to inform users of the rights and restrictions of using the e-resource. Institutions can not be held reasonable for exceptional misuse. Institutions and vendors will work together to identify and resolve any breaches from an offending IP.
- Vendor System Performance
 - Licensing language should provide a mechanism for dealing with notification of downtime and compensation for situations with extended downtime, such as re-negotiation of pricing or cancellation of the license without penalty
- Multi-year opt-out clause
 - The model license has our preferred wording that allows a member to leave a multi-year deal due to financial circumstances at no penalty to the institution or other members in the deal.
- User rights, privacy and authentication
 - User rights must adhere to international standards and principles for licensing and accessing digital information resources

COPPUL and other Canadian Consortia

Canadian consortia do not compete with other consortia for member participation on licenses. COPPUL participates in several offers with other consortia to increase purchasing leverage. COPPUL works through an informal network of Canadian consortia called Consortia Canada (<http://www.concan.ca/>). One consortium acts as the lead, working with the vendor and coordinating efforts of the other consortia. The Consortia Canada model license is the basis for licensing discussions. A single license is used with signatories for each participating consortia to sign on behalf of their members.

For multi-consortial offers, each consortium coordinates communication with its' own members and each library participates through their provincial consortia:

- British Columbia participate through the British Columbia Electronic Library Network (BC-ELN) (<https://bceln.ca/>)
- Alberta members through The Alberta Library (TAL) (<http://thealbertalibrary.ca/>)
- The Manitoba Library Consortium (MLCI) handles some licensing

- eastern Canadian affiliate university members via the Council of Atlantic University Libraries (CAUL-CBUA) (<https://www.caul-cbua.ca/>) .

There are four regional academic consortia that also work together on a number of e-resource licenses that have specific interest to the university and four year college sector. The four regional consortia are:

- COPPUL
- Ontario Council of University Libraries (OCUL) (<https://ocul.on.ca/>)
- Bureau de coopération interuniversitaire (BCI) (<http://erpac.crepuq.qc.ca/>)
- Council of Atlantic University Libraries (CAUL-CBUA) (<https://www.caul-cbua.ca/>)

When appropriate, regional consortia e-resource licenses may be considered by CRKN (<https://www.crkn-rcdr.ca/en/home>) to represent all Canadian universities in a single national deal.

The COPPUL Licensing Coordinator can provide advice on considering the offer beyond COPPUL to the regional academic consortia, the multi-sector Consortia Canada group, or the national licensing CRKN organization.