

Quinsigamond Community College Library

Collection Development Policy

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I. Introduction

In an environment of rapidly changing technology and escalating costs, an academic library must be able to respond flexibly to the changing demands for materials in multiple formats while continuing to adhere to the ageless principles of good library collection maintenance. The QCC Library staff prepared this document with four important foundation documents clearly in mind: the mission of Quinsigamond Community College, the mission statement of the QCC library, and the American Library Association Library Bill of Rights, and Standard Six of the Association of College and Research Libraries (ACRL) Standards for Community College Learning Resource Programs. (See Appendices A, B, C, D.)

II. Purpose of Collection Development Policy:

This Collection Development Policy was designed to provide principles and guidelines for the systematic growth and the maintenance of the QCC Library. It was written:

- to support QCC programs and curricula;
- to encourage faculty participation in collection development;
- to insure quality, objectivity and balance in the collection and its relevance to the College's curriculum;
- to standardize our approach to collecting materials in current and emerging formats.

III. Purpose for which resources are acquired:

Teaching and learning are supported by information and intellectual resources in all relevant formats. The QCC Library acquires resources to meet the needs of students, faculty, staff and the community in support of the mission of the Library and the College.

IV. The primary clientele who are to be served:

The QCC Library serves primarily QCC students, faculty, staff, and undergraduate students in the Colleges of Worcester Consortium. The Library also serves the local community, including patrons of C/WMARS libraries. Since QCC focuses on the curriculum of the first two years of undergraduate studies and on career training and workforce development, advanced scholarly researchers are not the Library's primary clientele.

V. General Guidelines for Selection of Materials

- Relevance to and in support of QCC educational programs and curriculum requirements.
- Appropriateness of scope and reading level.
- Reputation/authority of the author, issuing body or publisher.
- Favorable review by credible sources, for example, Times Literary Supplement.
- Consideration of demand including frequency of ILL requests to borrow similar materials from other libraries.
- Physical durability.
- Appropriate titles indexed in special bibliographies or indices suitable for our patrons.
- Cost of material relative to the QCC library's budget.
- Availability of materials in WACL and C/WMARS libraries.
- First priority will be given to acquisitions in support of:
 - programs that are or soon will be under accreditation review;
 - programs that are or soon will be undergoing Internal Program Review;
 - new course offerings.

VI. Policies by Format of Material

A. Monographs

1. Books

Hardbound editions are generally the preferred format for their greater durability. The library acquires primarily English language materials. Items in foreign languages are purchased when they are needed to support the curricula of the college.

2. Paperbacks

Paperback format is chosen for titles in the regular circulating collection:

- when they are of short-term interest;
- when multiple copies are needed;
- if the difference in cost with hardbound is great.

The library also maintains a small collection of paperback books for recreational reading including best sellers and titles of current interest.

3. Textbooks

Textbooks will not be selected unless recommended by faculty as exceptional resources such as those that have earned a reputation as classics in their field or which are the only or best sources of information on a particular topic. However, instructors may place their own copies on reserve. Workbooks and study guides are not purchased.

4. Reserve Collection

Course reserve consists of library materials and faculty's personal materials to provide greater access during the term a course is taught.

5. Popular Titles

Popular fiction will not normally be purchased for the general book collection unless the book is considered of significant literary value or is recommended by faculty as a required or optional reading assignment for a course.

6. Reference Collection

The reference collection consists of general and specialized reference materials in all subject areas. First priority is given to acquiring reference works which support QCC academic programs, to updating time-sensitive works, and to replacing missing volumes of sets of reference works. Core academic reference works in other subject areas are also selected to balance the collection.

B. **Serials**

1. Introduction

Serials are publications in any media (print, electronic or microform) that are issued in successive parts bearing numeric or chronological designations and are intended to be continued indefinitely.¹ Since books take many months to produce, serials represent the most current information in print on a topic.

At the Quinsigamond Community College Library (QCC Library), serials include journals, magazines, newspapers, and annual publications, as well as any other on-going publications. QCC Library serial subscriptions represent an on-going commitment in terms of both material and staff costs. Currently, our serial commitments represent a significant part of the QCC Library's total expenditures on collections. This cost usually inflates over 10% annually.²

2. Core Academic Serials

The Library will give priority to the selection and maintenance of serial titles that support the curricular and institutional research needs of the College. No attempt is made to support the personal research needs of the QCC faculty. However, Interlibrary Loan services are available for faculty and staff to obtain any research materials they may need.

The Library supports and encourages local and regional cooperative acquisition of electronic full-text databases, as well as participates in other resource sharing agreements, such as reciprocal borrowing, and union listing of our serial titles (WACL). Due to the rising cost of serials and budget limitations, the QCC Library will prefer to access non-core titles via these full-text databases, or via Interlibrary Loan.

Serial collections will be reviewed on a regular basis by the library staff in conjunction with the academic faculty.

¹ AACR2R

² U.S. serial Price Projections available via Faxon. <http://www.faxon.com/prou/default.htm>

At the discretion of the library staff, the following criteria for selecting/de-selecting serials will be considered:

- support of QCC's current academic programs and courses
- cost of subscription and maintenance of materials
- usage or projected use (intended audience)
- high demand for title via Interlibrary Loan
- full-text availability in one of the Library's full-text databases (e.g. Infotrac or EBSCOhost)
- widely indexed in one of the index and abstracting tools that the library has access to (CINAHL, MEDLINE, ERIC, PSYCINFO etc.)
- professional reputation of publisher
- English language (Items in other languages will be considered as far as they directly support an academic program.)
- accessibility in other area libraries (e.g. WACL)
- balance of political and social viewpoints.

Free or fee-based electronic journals will be selected or de-selected using the same criteria as print serials, with the additional criterion that an acceptable license agreement is reached.³

The QCC Library will not automatically retain gift serials. Although there is not a cost to the library for the subscription, there is a cost in maintaining the title. In order to keep the collection focused, gift subscriptions will be selected or de-selected using the same criteria as purchased serials.

Serial back-files or single replacement issues will not be purchased. The Library will rely on the availability of online access or Interlibrary Loan.

Serial back-file retention will be assessed for each title. A combination of factors influencing the length of time that long runs of serials are kept are as follows:

- not available in one of the Library's full-text databases
- not available in a nearby library
- lasting importance/value of the journal
- frequency of publication
- storage space, staffing and other library considerations.

3. General Interest Serials

Subscriptions to magazines of general interest for recreational reading are purchased as the budget allows. No effort is made to store long runs of these periodicals.

4. Newspapers

In addition to general criteria for serials, the subscription of newspapers will be based on the following criteria:

- geographic coverage
 - local coverage
 - other areas as funding allows
- usefulness of nationally prominent newspapers
- as with other materials in other formats, balance of political and social viewpoints.

³ Collection Development Policy Section VI D1

5. Microform

Microform will be purchased as needed to support QCC curriculum. An effort will be made to keep complete historical coverage of one newspaper, probably the New York Times and/or the Worcester Telegram & Gazette.

C. Non-print Materials (Videos, DVDs and other similar media)

Most of the general guidelines mentioned above apply to these media. Because of their high cost and the changing nature of the technology, the selection of these materials is particularly problematic and requires special consideration.

- Preference is given to videos which have broad applicability across several courses and/or disciplines.
- Videos and other non-print items are only purchased as “instructional materials” i.e. recommended for purchase and intended for use by a QCC faculty member for a QCC course.
- Whenever possible, review copies will be requested prior to purchase and review of the item will be done by faculty.
- Duplicates of videos are not made unless Library staff request and receive specific permission from the company which holds the rights to the material, except in the case where we have 3/4 inch format and must convert it to 1/2 inch format for use on campus VCRs.
- The library will accept non-print gifts according to the guidelines in this policy.

D. Electronic Resources

1. Electronic Licensing

a. Introduction

Unlike the traditional acquisition of paper-based information products, the acquisition of electronic services typically involves negotiating and signing a license with the information provider. The Quinsigamond Community College Library's authorized signature legally binds the college into a contract with the vendor. This contract outlines *who* may use the service and *how* the service may be used. The provider's proposed terms are frequently disadvantageous to the library's long-term interests, and to the community that the library serves. It has become common practice for institutional customers to negotiate mutually acceptable contractual language.

b. Coverage

The materials that this process addresses are individual electronic journals, networked and stand-alone CD-ROMs, networked databases mounted locally or remotely, and other electronic purchases. These materials may be free or paid for from Quinsigamond Community College collection funds. (Note: the Academic Computing Instructional Technology Director approves software purchases and that office holds the licenses.)

c. Guiding Principles for Licensing Electronic Resources

A set of licensing principles has been developed and endorsed by the major library associations. They outline in general terms what a license should contain. These principles are aimed at the library world as a whole, and are not specific to any one institution. In negotiating our contracts, Quinsigamond Community College Library follows these principles. For a complete listing, see Appendix E or see:

<http://www.arl.org/scomm/licensing/principles.html>

See also Appendix F for additional electronic licencing website.

d. Process

Before an electronic acquisition is considered complete (before an order is placed and an invoice accepted), a formal review of the license will be conducted by the Library Director or her/his designee who will revise it according to the library's guidelines and return the revisions to the vendor. Once a satisfactory contract has been negotiated, it will be reviewed by College's legal counsel and signed by QCC's Chief Financial Officer.

e. Specific Library Guidelines

The following points are included in almost every license; moreover, they are most likely to be disputed by our vendors. We have examined these areas, and have drawn up a set of tenets specific to our institution to follow in negotiation.

f. Authorized Users

Who may use the product is one of the first provisions of the contract. Licensors will try to restrict who may use it. It is best to seek the broadest set of authorized users.

This is our preferred authorized user definition. **At a minimum, our authorized users are our current faculty, staff, students and onsite users.**

Authorized users of the Quinsigamond Community College Library are the following groups:

- 1) persons officially registered as full or part-time students of Quinsigamond Community College in both degree and non-degree programs;
- 2) Quinsigamond Community College faculty (full and part-time) and other members of the teaching staff; administrators; and employed staff;
- 3) retired Faculty and Professional Staff;
- 4) any of the groups above at any location in the world, with appropriate authentication;
- 5) all onsite users within the Quinsigamond Community College Library, or college campus.

g. Acceptable Use

How the material may and may not be used is at the heart of the agreement. Licensors will try to restrict how the product may be used. Fair Use provisions granted under Copyright Law are not guaranteed, and these rights may be modified by a fairly negotiated contract. If we agree to limitations on copying that are more restrictive than what is permitted under the law, we cannot later claim broader rights.

Fair Use (User rights under US Code Section 107): We strive to add the following clause to every contract we negotiate:

Notwithstanding anything to the contrary in this Agreement, no term or provision of this contract shall be interpreted to limit or restrict the "fair use" rights of the Customer provided by statute in 17 U.S.C. sections 107 and 504.

OR

Notwithstanding the foregoing, Supplier acknowledges that faculty member, student, library staff and other staff of the Institution have the right to refer to (and include reasonable excerpts of) materials provided hereunder in academic and other publications, consistent with the fair use doctrine of copyright law, and nothing herein restricts any such use.

Library rights (under section 108): We will attempt to seek explicit rights to use electronic products or services for the following purposes:

- Interlibrary Loan
- Electronic Course Reserves
- Distance Learning.

h. Liability and Indemnification

Liability and indemnification clauses are found in almost every contract. The Licensor will ask us to assume responsibility for our users' actions or infringements of the contract, or even if the product itself infringes on a third party's intellectual property rights.

Examples:

- The subscriber assumes the sole responsibility for all use of MathSciNet and agrees to indemnify and hold the AMS harmless from any liability or claim of any person arising from such use.
- Subscriber agrees to indemnify, defend and hold NISC and its suppliers or Information Partners harmless from and against any and all claims from third parties arising out of or in any way related to Customer's use of the Products except as indicated in 1(c) of this Section H of this License Agreement.

We will not accept language that holds the library or college liable for the actions of our users. These are examples of our preferred language:

The Subscriber will exercise reasonable, good faith efforts to inform Authorized Users of the restrictions on use of the licensed material and to enforce such restrictions; however, the Subscriber shall not be liable for the actions of individual users who act without the knowledge or consent of the Subscriber.

Licensor shall defend, indemnify and hold Licensee harmless against any and all claims, including claims by Licensee's customers, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising from any use of the Database.

The QCC Library reserves the right to cancel the acquisition of a product if this condition is not met.

i. Consortial Agreements

In the cases where we do not directly negotiate a license agreement for an electronic product, we will strive to obtain copies of these agreements, and keep the copies in a central location.

j. User Education

We will strive to make our user community aware of any restrictions of use in our electronic license agreements.

2. Specific Electronic Materials

a. Monographs

Due to the volatility in the marketplace, high costs, and difficult authentication methods of electronic books, we will not actively seek to acquire materials in this format. We will use and accept any state or other consortial agreements that will provide us with electronic books at no cost to us.

b. Serials

Free or fee-based electronic journals will be selected or de-selected using the same criteria as print serials, with the additional criterion that an acceptable license agreement is reached.⁴

c. Internet Sites

Free Internet sites will be selected or de-selected using the criteria and procedures outlined in the “Guidelines for QCC Library Internet Resources.” (See Appendix G)

³ Collection Development Policy, Serials, section VI B

VII. Cooperative Collection Building

Libraries have limited budgets while the cost of materials continues to increase at a fast pace. In addition to print materials, access to information has become available in electronic format. As a result, access and resource sharing have become a common and necessary practice among libraries.

Currently, the QCC Library belongs to WACL (Worcester Area Cooperating Libraries), NELINET (New England Library and Information Network), CMRLS (Central Massachusetts Regional Library System), MCCLPHEI (Massachusetts Conference of Chief Librarians of Public Higher Education Institutions) and C/W MARS (Central/Western Massachusetts Automated Resource Sharing). These consortia apply policies made by their governing bodies or boards of directors whose members are usually elected from their membership.

In some cases, we pay for the services we receive (Nelinet and C/W MARS) and in some cases the services are free (WACL, CMRLS, MCCLPHEI). The QCC Library benefits in several ways, perhaps most importantly by receiving several online databases free of charge. In addition, due to the availability of information via online catalogs, we can take into account the strength and availability of other libraries in these consortia when making decisions regarding the purchasing of materials. At present, there is no formal cooperative collection development agreement among the libraries in these consortia.

In the future, if the QCC Library engages in a formal cooperative collection building agreement, the following criteria (in addition to the general guidelines for the selection of materials described in this document) would be considered before such an agreement would be made:

- level of demand for proposed materials by QCC Library users
- cost
- appropriateness to QCC Library users
- assessment of QCC existing collection
- assessment of collections of other participating libraries
- availability of equipment to access material in an alternative format
- distance from QCC to participating libraries.

VIII. Gift Policy

Donated materials which meet the collection development criteria will be accepted and integrated into the collection. The library director will not provide any estimated value for any donated item. A letter of acknowledgement describing the donated item will be issued upon request.

IX. Collections Maintenance

The escalating cost of acquiring and processing library materials mandates the need for careful maintenance of the existing library collection. Library staff will make decisions about the weeding, replacement and/or preservation of older materials according to the following guidelines.

A. Weeding

Weeding, or the process of removing materials from the library's collection, is essential for the maintenance of a current and academically relevant collection and to make shelf-space for new acquisitions.

Withdrawal of library material needs to be done on a regular and ongoing basis. All faculty are encouraged to participate in the weeding process. Those faculty whose academic programs have received notification about program re-accreditation and/or are undergoing Internal Program Review are most intensely involved.

These factors will be considered before materials in the print and non-print collection are weeded:

- updated by a newer edition
- duplicate copies not in demand
- unused materials and not considered part of the core collection for a subject area
- of no historical value
- obsolete and containing inaccurate information
- damaged and the cost of repair outweighs the value of the resource
- damaged and replacement can be easily purchased
- in outdated and inappropriate formats.

State law forbids the sale of surplus items. Withdrawals of library materials are offered to the QCC community and other area colleges before the final stage of physical disposal.

B. Replacement

Lost, damaged, missing, or worn-out materials will be replaced based on the following criteria:

- material being replaced meets the general library collection policy criteria
- frequency of use justifies replacement
- item is used for class reserve reading or is on a faculty recommended reading list
- item is not available in any other format in our library.

C. Preservation

- Library employees will be trained in the proper care of library materials, especially less familiar non-print formats. Library users will also be informed of the proper care and handling of those items when appropriate.
- Every effort will be made to insure that temperature and humidity controls are optimal for maintenance of library materials.
- Damaged materials are repaired when the decision has been made to retain the item. (See replacement policy above.)
- Binding is used to preserve books and other materials as needed. Currently (1/02), the QCC Library does not bind print periodicals.
- Staff will receive training in basic preservation techniques. Library staff will not be attempting sophisticated conservation efforts.

X. Policy Review

This Collection Development Policy will be updated as changes in the information environment take place. The entire policy will be reviewed no less than once every three years. Changes in Library policy are reviewed and approved by the Academic Affairs Committee.

Appendices

A. Quinsigamond Community College Mission

Quinsigamond Community College serves the diverse educational needs of Central Massachusetts by providing affordable, accessible, and high quality programming leading to transfer, career, and lifelong learning.

B. QCC Library Mission Statement (in progress)

The Quinsigamond Community College Library provides high quality services to assist a diverse college and community population in the discovery, understanding, evaluation and application of materials from a variety of informational media.

The library will fulfill its mission by:

- serving as an integral part of the institution's process for the improvement of teaching and learning;
- providing access to resources and state of the art technology that respond to Library users' needs to enhance their intellectual and cultural growth and development;
- creating a nurturing environment conducive to motivation and self-directed life-long learning;
- fostering intellectual freedom within our academic community.

C. **Library Bill of Rights**

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable bases, regardless of the beliefs or affiliations of individuals or groups requesting their use.

*Adopted June 18, 1948.
Amended February 2, 1961, and January 23, 1980,
inclusion of "age" reaffirmed January 23, 1996,
by the ALA Council.*

D. Excerpt from the Association of College and Research Libraries (ACRL) Standards for Community, Junior, and Technical College Learning Resource Programs

6.1 A collection development policy statement shall serve as the basis for selection and acquisition of materials.

Commentary. Acquiring materials based on a written policy with clear guidelines for selection is the nature of collection development. The statement should be developed in consultation with instructional faculty, students, and administrators. Although there are many alternative ways of writing a collection development policy, the following essentials should be included:

1. The purpose for which resources are required.
2. The primary clientele who are to be served.
3. The kinds of materials which are to be acquired.
4. The various factors of cost and suitability which will be considered in determining acquisition priorities.
5. The procedures for handling new types of materials, such as computer software and videocassettes, in conformance to copyright law.
6. The process for leasing or renting materials not readily available or too expensive to purchase.
7. Any arrangements with other institutions for resource sharing, cooperative collections, production, or distribution activities.
8. A statement in support of intellectual freedom and the "Library Bill of Rights."
9. A policy on the acceptance and incorporation of gifts into the holdings which recognizes inherent processing and storage costs.
10. A policy for the de-selection or withdrawal of materials and a method to discard or dispose of them.

E. ARL Licensing Principles

American Association of Law Libraries
American Library Association
Association of Academic Health Sciences Libraries
Association of Research Libraries
Medical Library Association
Special Libraries Association

PRINCIPLES FOR LICENSING ELECTRONIC RESOURCES

Introduction

License agreements are a fact of life in conducting business in the electronic environment. Providers of electronic information resources are employing licenses as a legal means of controlling the use of their products. In the electronic environment where the traditional print practice of ownership through purchase is being replaced by access through license, libraries need to be aware that licensing arrangements may restrict their legal rights and those of their users. As responsible agents for an institution, librarians must negotiate licenses that address the institution's needs and recognize its obligations to the licensor.

To help provide guidance in this continuously evolving environment, the American Association of Law Libraries, American Library Association, Association of Academic Health Sciences Libraries, Association of Research Libraries, Medical Library Association, and Special Libraries Association have combined to develop a statement of principles. These six associations represent an international membership of libraries of all types and sizes. The intent of this document is two-fold: to guide libraries in negotiating license agreements for access to electronic resources, and to provide licensors with a sense of the issues of importance to libraries and their user communities in such negotiations.

The Special Libraries Association provided funding to support the development and distribution of the principles. The Principles are available on the Web at: scomm/licensing/principles.html

Legal Background

A license agreement is a legal contract--"a promise or set of promises constituting an agreement between the parties that gives each a legal duty to the other and also the right to seek a remedy for the breach of those duties. Its essentials are competent parties, subject matter, a legal consideration, mutuality of agreement, and mutuality of obligations." [Black's Law Dictionary, 6th edition, 1990, p. 322.] Key to the concept of a contract is the fact that it is an agreement, a mutually acceptable set of understandings and commitments often arrived at through discussion and negotiation. Most commercial contracts are intended to spell out the mutual understandings between buyer and seller for products or services.

Although the original contract document may be the work product of either the buyer or seller, in a licensing situation, it is generally the seller (or licensor) who has prepared the agreement. It is imperative that the buyer (or licensee) review the terms of the agreement and communicate concerns to the licensor before signing it. Discussion may continue until either agreement is reached or a decision is made not to contract for the particular product or service. In the area of licensing electronic resources, failure to read and understand the terms of the agreement may result in such unintended consequences as:

- the loss of certain rights to uses of the resource that would otherwise be allowed under the law (for example, in the United States, such uses as fair use, interlibrary loan, and other library and educational uses);
- obligations to implement restrictions that are unduly burdensome or create legal risk for the institution; or,
- sudden termination of the contract due to inappropriate use by a member of the user community.

Given the obligations that a contract creates for an institution and the possible liability associated with not meeting those obligations, most institutions will delegate the authority to sign contracts to a specific office or officer within the institution. In many institutions, this signatory authority will reside in the purchasing department, legal counsel's or vice president's office, or the library director's office, although in some institutions, a library staff member may be granted authority for signing license agreements. Nevertheless, library staff will often be responsible for initial review and negotiation of the material terms of the license because they have the most knowledge of the user community and of the resource being acquired. Library staff should be well informed of the uses critical to the library's user community (for example, printing, downloading, and copying). An important category of license agreements is that including "shrink wrap" and "click" licenses. Such licenses are commonly found on the packaging of software, appear when software is loaded, or appear, sometimes buried, on Web sites. The terms of these licenses are made known to the user at the time the product is purchased, or just before or during use. The user has only two options: accept the license terms or do not use the software, electronic product, or Web site. Traditional contract terminology defines these agreements as "contracts of adhesion," because there are no formal negotiations between licensor and licensee. Hence, the rules of use are imposed by one side, rather than evolved through a discussion leading to a mutual understanding or "meeting of the minds." While many courts reject these contracts or rewrite particular terms on the basis of equity, one cannot assume that the terms are unenforceable. In fact, some states are in the process of passing legislation that makes shrink wrap or click licenses enforceable. A purchasing library should consider contacting the licensor directly to determine if there are any license terms which can be modified to fit the special needs of libraries. Often, if there are competing products which can satisfy the user's needs equally well, exceptions to the form agreement may be negotiated. If negotiation is not possible, it is suggested that legal counsel be consulted for an opinion of enforceability prior to accepting or rejecting the product. The following principles are meant to provide guidance to library staff in working with others in the institution and with licensors to create agreements that respect the rights and obligations of both parties.

Principles for Licensing Electronic Resources

1. A license agreement should state clearly what access rights are being acquired by the licensee--permanent use of the content or access rights only for a defined period of time.
2. A license agreement should recognize and not restrict or abrogate the rights of the licensee or its user community permitted under copyright law. The licensee should make clear to the licensor those uses critical to its particular users including, but not limited to, printing, downloading, and copying.
3. A license agreement should recognize the intellectual property rights of both the licensee and the licensor.
4. A license agreement should not hold the licensee liable for unauthorized uses of the licensed resource by its users, as long as the licensee has implemented reasonable and appropriate methods to notify its user community of use restrictions.
5. The licensee should be willing to undertake reasonable and appropriate methods to enforce the terms of access to a licensed resource.
6. A license agreement should fairly recognize those access enforcement obligations which the licensee is able to implement without unreasonable burden. Enforcement must not violate the privacy and confidentiality of authorized users.
7. The licensee should be responsible for establishing policies that create an environment in which authorized users make appropriate use of licensed resources and for carrying out due process when it appears that a use may violate the agreement.

8. A license agreement should require the licensor to give the licensee notice of any suspected or alleged license violations that come to the attention of the licensor and allow a reasonable time for the licensee to investigate and take corrective action, if appropriate.
9. A license agreement should not require the use of an authentication system that is a barrier to access by authorized users.
10. When permanent use of a resource has been licensed, a license agreement should allow the licensee to copy data for the purposes of preservation and/or the creation of a usable archival copy. If a license agreement does not permit the licensee to make a usable preservation copy, a license agreement should specify who has permanent archival responsibility for the resource and under what conditions the licensee may access or refer users to the archival copy.
11. The terms of a license should be considered fixed at the time the license is signed by both parties. If the terms are subject to change (for example, scope of coverage or method of access), the agreement should require the licensor or licensee to notify the other party in a timely and reasonable fashion of any such changes before they are implemented, and permit either party to terminate the agreement if the changes are not acceptable.
12. A license agreement should require the licensor to defend, indemnify, and hold the licensee harmless from any action based on a claim that use of the resource in accordance with the license infringes any patent, copyright, trade-mark, or trade secret of any third party.
13. The routine collection of use data by either party to a license agreement should be predicated upon disclosure of such collection activities to the other party and must respect laws and institutional policies regarding confidentiality and privacy.
14. A license agreement should not require the licensee to adhere to unspecified terms in a separate agreement between the licensor and a third party unless the terms are fully reiterated in the current license or fully disclosed and agreed to by the licensee.
15. A license agreement should provide termination rights that are appropriate to each party.

APPENDICES

A. Terms to be Defined by the Licensee Within a License Agreement

A license agreement should define clearly the terms used and should use those terms consistently throughout. The licensee should take responsibility for defining the following terms appropriate to its user community:

archive
 authorized use
 authorized user
 concurrent use
 institution
 local access
 local area network
 remote access
 simultaneous use
 site
 wide area network

B. Resources on Licensing

Brennan, Patricia, Karen Hersey, and Georgia Harper. Licensing Electronic Resources: Strategic and Practical Considerations for Signing Electronic Information Delivery Agreements. Washington: Association of Research Libraries, 1997. Also on the Web <http://scomm/licensing/licbooklet.html>.

"LibLicense: Licensing Electronic Resources." Website and Discussion List. 1996. <http://www.library.yale.edu/~llicense/index.shtml>.

University of Texas System

Contains a range of resources related to copyright in the library. Includes an interactive Software and Database License Agreement Checklist.

<http://www.utsystem.edu/ogc/intellectualproperty/cprtindx.htm>.

F. Electronic Licensing Websites

Liblicense: <http://www.library.yale.edu/~llicense/index.shtml>

ACQWEBs listing of copyright sites: http://acqweb.library.vanderbilt.edu/acqweb/lis_cpirt.html

ALA's Washington Office website: <http://www.ala.org/washoff/>

G. Guidelines for QCC Library Internet Resources

Workflow Process

1. All library staff may be involved in compiling Web subject guides.
2. Guides will be created in order of current program reviews, with programs up for re-accreditation receiving top priority.
3. After finishing a guide, send to the Technical Services Librarian for editing and formatting. The guides will be then be shared with the library staff via e-mail for review and input. Library staff will review and submit comments /suggestions to the Technical Services Librarian within a couple of weeks.
4. Guides will be put up on the library website under Library Collections.
5. Guides will be periodically checked for broken or changed links, and will be thoroughly reviewed for content once per year. Small additions and corrections will be an on-going activity. Each guide's compiler is responsible for these activities.
6. Suggestions from the faculty will not be actively solicited, but any faculty suggestions would be more than welcome.
7. Each guide will have its compiler listed as a contact person for suggestions, questions, comments, or corrections. This information will be listed at the bottom of the guide page.
8. The Head of Public Service will announce these guides through the following venues:
 - Open Door
 - President's Bulletin
 - E-mail to appropriate Deans and Program Coordinators

Criteria for website inclusion on a guide.

1. Relevant for the curriculum.
2. Appropriate level for QCC students and faculty
3. Well organized and presented information
4. Up-to-date and well maintained site
5. Known authorship of the site.
6. Professional reputation of the author.

H. Copyright Statement

The Quinsigamond Community College Library complies with all provisions of the United States Copyright Law (17 USC) and its amendments. We support the "Fair Use" (17 USC 107) provisions of the Law, which affords individuals the right to reproduce and make other uses of copyrighted materials for the purposes of teaching and research.

