

British Library/Publisher Framework Agreement

TOOLKIT FOR SIGN-UP BY PUBLISHERS

1. What is the British Library/Publisher Framework Agreement?

The Framework Agreement is a document which sets out recommended terms and conditions for a licence agreement to be entered into between each publisher and the British Library to support the latter's International Non-Commercial Document Supply Service (the "INCD Service") starting no earlier than 1 January 2012. It has been jointly prepared by the British Library and the International Association of Scientific, Technical and Medical Publishers (STM), and has been endorsed by the UK Publishers Association (PA). A licence, once concluded between a publisher and the British Library, will govern the supply of the publisher's journal articles which are in the British Library to non-commercial libraries outside the United Kingdom for the purpose of non-commercial research or private study use by their patrons.

The Framework Agreement only deals with the supply of journal articles through authorised libraries to end users for the purposes of non-commercial research or private study use. The Framework Agreement contains standard form acknowledgements to be signed by end users, as well as control mechanisms.

2. How will my signing the INCD British Library/Publisher Framework Agreement affect any existing agreement I have with the British Library?

Existing document delivery / or subscription agreements will not be affected and will carry on unamended. The Framework Agreement itself is specifically designed to sit alongside all existing agreements as a stand-alone agreement.

3. What items can be copied under the British Library/Publisher Framework Agreement?

Materials which may be copied include journals, serials, books and other materials held in the collections of the British Library. Materials could also be made available to the British Library by the publisher from the publisher's own platform, if it so wishes. As with all document supply activities, the British Library will not use any legal deposit material as a source for this service.

4. Which end-users may use the service covered by the British Library/Publisher Framework Agreement?

Any individual student or lecturer linked to an authorised library within one of the agreed territories is qualified to receive a copy under the terms of the Framework Agreement.

5. Which libraries are covered by the British Library/Publisher Framework Agreement?

Only non-commercial libraries which have been authorised by the British Library in terms of written agreements may benefit from the British Library's INCD Service. The Framework Agreement contains a schedule setting out the minimum terms, which will bind libraries which have signed up to the INCD Service to adhere to the conditions laid down in the Framework Agreement.

Libraries which do not sign the Framework Agreement will not qualify to order articles under the Framework Agreement. However, it does provide for deliveries to specified existing non-commercial customers to continue until the end of 2012, namely to central government employees (as defined in the agreement).

6. How will copies be delivered to end-users?

The copies may be delivered:

- In paper form by the British Library for the end-user to pick up in the authorised library or to forward in paper form.
- Via electronic delivery using a technical protection measure or DRM for pick up in the library in paper form by the end-user.
- Via electronic delivery using a technical protection measure or DRM and, with the publisher's permission, can be forwarded electronically by the local librarian to the non-commercial end user.

7. What territories are covered by the British library/Publisher Framework Agreement?

A licence based on the Framework Agreement will cover those countries outside the United Kingdom selected by the Publisher. The Framework Agreement makes it possible for all countries outside the United Kingdom to be covered. Schedule 7 of the Framework Agreement contains a list of all countries, which can be adapted by agreement.

8. I want to include the United States as a territory, but I am concerned that Government Users are included as "qualified individuals" to receive copies via the agreement. Can the Territories category be customised?

Yes, the territories can be customised. However, Government Users are permitted to receive copies under the agreement only until 31 December 2012, and then only if they form part of the "central government", as defined in the Agreement, and if they were active users of the British Library's service in 2011.

After the Agreement has been signed, publishers can add or remove territories by written notice given to the British Library in the manner prescribed in the Agreement.

9. What is the duration of a licence using the British Library/Publisher Framework Agreement?

The Framework Agreement provides for an initial term of three (3) years from the commencement date to be specified in each licence, which will not be earlier than 1 January 2012. After the initial term, a licence is automatically renewed every year unless it is

terminated on four months' prior notice. A licence can also be terminated in respect of a particular country. The Framework Agreement also contains the usual terms relating to termination on breach.

10. Does the Framework Agreement provide for any safety measures?

Yes. Firstly, there is a maximum on the number of items which an authorised library may order at the preferential rates, called the "Cap". After the Cap has been exceeded, the publisher's set rate applies, which the British Library has to collect from the authorised library. Secondly, the agreements which the British Library will conclude with authorised libraries require of the latter to get written statements from the end-users that they are qualified to use the service and that they will use the copies for the permitted purposes. These statements must be retained and the statements, as well as the number of orders compared to the Cap, are subject to audit. In addition the British Library uses a technical protection measure when supplying articles electronically, and will not supply any article under this agreement in less than 24 hours.

11. What prices will the British Library charge under its INCD Service and, of that, what amounts will flow to the Publisher?

(a) Publisher set fee for electronic deliveries

The Framework Agreement allows a publisher to set a fee which the British Library will pay in return for every article delivered under the INCD Service by electronic means through an authorised library to an affiliated qualifying end user. The publisher set fee is preferred to be set in Sterling (British Pounds), but it may also be set in Euros or US Dollars.

(b) British Library offered fixed fee for deliveries for paper pick-up

For deliveries which are picked up in paper form by the end user and which are in quantities below the set maximum number of deliveries picked up in paper form to any given authorised library in a calendar year (see para 8(d) below concerning the Cap), the British Library will pay the publisher a fixed fee of £4 for analogue and paper deliveries and £5 for electronic deliveries. If the maximum number of such deliveries is exceeded, a publisher set fee is payable in addition to the fixed fee.

(c) Review of fees

The publisher set fees may be changed every quarter.

(d) Cap on deliveries at fixed fee rates

Starting in 2012, deliveries to any given authorised library destined for pick up in paper form (and in respect of which the fixed fee offered by the British Library is payable to the publisher) are subject to a maximum number in every calendar year, called the Cap. The Cap is defined as being, in respect of each authorised library, an overall maximum of:

- i) nine delivery requests per calendar year for copies of items published in the same annual volume of a journal or serial;
- ii) nine delivery requests per calendar year for copies of items published in the same book, irrespective of the chapter thereof being requested; and

iii) nine delivery requests for a unit or review published in a current protocol in the interval of one calendar year.

Where orders by an authorised library exceed the Cap, the publisher set fee is payable on the excess orders. The publisher set fee for orders exceeding the cap may differ from the publisher set fee for electronic deliveries. It is preferred that this is set in Sterling (British Pound), but it may also be set in Euros or US Dollars.

Orders exceeding the Cap and the Cap itself are reviewed jointly after the end of every calendar year.

(e) Payment and royalty reports

The fees listed above will be paid directly to the publisher on a quarterly basis with an up to date usage report, including the number of orders and ordering institutions for the preceding three months.

12. Why should a publisher sign a licence based on the British Library/Publisher Framework Agreement?

The Framework Agreement gives the publisher contractual control over the international cross border delivery of copies for private study or non-commercial purposes from its material via a well known and well respected document supply service.

The authorised library will be contractually obliged to ensure each end-user signs a statement confirming they qualify for copies under this service – that is to say that their usage is for non-commercial research or private study purposes. The statements will be signed annually and also when each item ordered is received.

As part of a quarterly audit selected authorised libraries will have to supply a scanned copy of these statements to the British Library for inspection. Scanned copies of all deliveries and annual forms will be kept by the British Library for at least six years.

The Framework Agreement allows for controlled access to document supply for private study or non-commercial purposes for agreed non-UK users, while allowing the British Library to improve the service available to its authorised users.

All copies supplied electronically will be sent through the British Library's DRM protected secure electronic delivery system.

The British Library will supply copies under the Framework Agreement using its standard service (up to 5 days to process). If an end-user requires a document to be delivered using the 24 hour service, the full commercial royalty fee as set by the publisher will be payable.

13. Does a publisher need to sign the British Library/Publisher Framework Agreement if an agreement for commercial copying is already in place, or discussions are underway with the British Library?

This British Library/Publisher Framework Agreement is specifically for the cross border copying and distribution of copies for private study or non-commercial purposes, mainly for users of university libraries in specific territories.

This Framework Agreement may be signed to complement an existing British Library agreement or as a stand-alone agreement in its own right.

14. What does the Publisher have to do to enter into a Licence with British Library?

To conclude a licence on the terms of the Framework Agreement, a publisher has to complete the following **four steps**:

- a) **Contact British Library** at the contact details below and request a copy of the British Library/Publisher Framework Agreement for the INCD Service.

The Licensing Manager
The British Library
96 Euston Road
London
NW1 2DB
United Kingdom

or by email:
Matthew.Bailey@bl.uk

- b) **Complete the Licence as follows:**

- i) **Do not date the Licence.** This will be done by British Library.
- ii) **Fill in on pages 1, 2 and 17 the correct name of the Publisher** which is entering into the Licence. On page 2, insert its company number, registered office and business address.
- iii) **Insert the scheduled Commencement Date** in the definition on page 3. It will be a date in the future.
- iv) **Insert in Schedule 1 the items which the Licence will cover and the publisher set fees for each.**
- v) **Check in Schedule 2** that the applicable electronic forwarding to affiliated qualified end-users fee has been set correctly (£1 or a fee set by the publisher, which may differ from the publisher set fee in Schedule 1), if the publisher wishes to allow this option, or that the option has been crossed out, if the publisher disallows it.
- vi) **Insert in Schedule 2, para 5, items 1 and 3, on p 22, the Publisher's contact and payment information.**
- vii) **Complete Schedule 7 to eliminate countries which the Licence is not intended to cover.**

- c) **Send** two duly executed copies of the Licence to British Library.

Receive one copy which has been dated and executed on behalf of British Library. British Library will also complete its contact details in Schedule 2, para 5, item 2.