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library

## E-book policy & what can authors do?

The University of Groningen Library (UB) is happy to help University of Groningen (UG) academics and students to get improved access to e-books, also in order to achieve a wider range of more sustainable models.

That is why we ask UG authors to help us and convince publishers that they cannot use their own books if they do not appear as e-books or only appear in restrictive e-books models.

### Can my students read my books?

*Guidance for academics in negotiating contracts with publishers.*

### Background: what's the problem?

If you're writing an academic book, you probably want your students to be able to read it. That's why you want the UB to be able to buy it as an e-book. That sounds simple but it isn't.

The UB prefers to buy e-books if possible. This is to ensure that as many people as possible have access to the texts, even when they are not on campus.

However, publishers sell books to libraries differently than they sell them to you and your students.

**1. We cannot purchase Kindle books.** University libraries (UL's) must purchase e-books that are specifically licensed. Some titles are only available to individuals as an e-book but not to libraries.

### **2. Some books can be purchased as e-books, but are unaffordable for UL's.**

In 2020/21, librarians collected hundreds of such examples. Here are just 2 of them from recent UG title requests:

Cambridge UP title (International Human Rights Law and Practice): in print - \$534, as an e-book for 1 user - \$500, for 3 users - \$1000.

Routledge title (City Reader): in print - \$75, e-book for 1 user - \$960.

### **3. Some books can be purchased as e-books, but their licenses stipulate that we do not fully own the books or that it is difficult for students to access them.**

For instance:

- a. Credit points e-books. We pay x hundred euros to use an e-book 400 times. When that runs out, we have to pay again (often more) for more credits.
- b. E-books in subscription models, where we pay an incremental amount each year to keep access to the e-book.
- c. Single user licenses. Like a printed book, but much more expensive, these can only be read by one person at a time, so we have to buy several copies.
- d. For example, publishers can stop selling e-book versions or change the license so that all their 3-user licenses change to 1-user licenses.
- e. Many e-books can only be licensed with restrictions on downloading and printing (DRM).

**4. Sometimes e-books are only sold as part of larger packages.** This means we have to pay more and buy books that we don't want or need. Buying individual titles is not possible.

**5. Sometimes books are only sold as part of e-textbook models,** where content is licensed on an annual basis for use by specific, very limited groups of students. These are often sold directly to academics without input from libraries.

### **What can you do?**

When negotiating your book contract, specifically ask your publisher about their e-books policy using the questions below.

If you are not satisfied with their answers, you can ask them to include the clauses below in your contract.

If you're still not happy with their policies and they don't want to change the terms of their contract, you should consider a different publisher.

Alternatively, you can publish your books under an open access (OA) model so that everyone can access them. The [OA Books Toolkit](#) is a great resource to help you do this. We would like to refer you to our colleagues from the [OA team](#) for questions about open access publishing and to the [Open Educational Resources](#) team for more information about Open Textbooks and to the [University of Groningen Press](#) for OA books and journals. The UL also supports a few excellent [diamond OA book initiatives](#), which we can recommend: [Open Library of Humanities](#), [Open Book Publishers](#), [Punctum Books](#) and [Sidestone Press](#).

**Questions to ask publishers** (If you're unsure about any of the answers to these questions or the questions themselves, [contact us](#)).

- Will this book be available as an e-book for libraries?
- Can libraries buy it as a separate e-book or is it part of a package?
- What is the licensing model for your e-books? Is the access for 1/multiple/unlimited users? Is it a one-time fee, an annual subscription, or a credit model?
- How much does the e-book cost for the library?
- Through which platforms will the e-book be available? Will there be differences in pricing and licensing across platforms?
- If you are contributing a chapter to a book, is it possible to upload an open access copy to your university repository?

### **Contract clauses**

*If you are not satisfied with the publisher's answers or have any doubts, ask them to include the following clauses in your contract:*

1. Unless otherwise provided below, each purchaser of an eBook license is granted a non-exclusive license to download a copy of the eBook onto one or more Institution's computers, tablets or mobile devices for use by a staff member, accredited visitor or student associated with that institution, always under the following conditions:
  - a. the e-book may only be distributed to staff, accredited visitors and students of the institution;
  - b. the e-book may be copied by any authorized user, for example for research or private study or quotation;
  - c. the e-book is not used in a way that violates the moral rights of the author(s);
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3. The publisher warrants that it will include in the e-book any content that was available as one or more pre-prints prior to signing this Agreement. Authors agree to update such pre-prints with a link to the final content of the e-book.

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