

License Agreements and Guidelines for Fair Use

The INDEST-AICTE Consortium subscribes to thousands of electronic journals including full-text electronic resources and bibliographic databases for its member institutions. All electronic resources available through the Consortium are governed by license agreements. The terms and conditions for using these resources are spelled out in license agreements that are signed with each publisher by the INDEST-AICTE Consortium on behalf of its member institutions. The licenses for electronic resources impose two types of restrictions on its usage, namely i) who can use these resources; and ii) how the resources can be used. The first restriction defines authorized users for e-resources, which generally includes students, faculty, staff and onsite visitors of a subscribing institution. The second restriction deals with how these resources can be used. It is the responsibility of individual users to ensure that e-resources are used for personal, educational and research purposes only. Most of the agreements entered into by the Consortium and publishers specify items that users are prohibited to do. Some of them are as follows:

- Systematic or programmatic downloading, retention, and printing are prohibited. For example, you cannot download entire issue of a journal or print out several copies of the same article.
- Electronic distribution of content is also restricted although the specific restrictions vary from publisher to publisher. It may be permissible to forward an article to another colleague in your own institution by email, however, transmitting an article to someone outside of the institution, or to a large group of recipients, a mailing list, or an electronic bulletin board, is not allowed.
- If you are teaching a class, you can print out a copy of an article from an electronic journal and include it in your course pack. However, do not make multiple copies for circulation. Copyright laws protect published material in any format so that it cannot be copied except in accordance with fair use. Providing access to material for educational purposes falls within the realm of fair use.
- Please ensure that the resource is used for educational and research purposes and not for commercial purposes.
- Providing electronic links on your course web pages to the Library's licensed resources is permitted but you cannot post the PDF of an article on your website. The publishers' main concern is that people outside of your campus network should not be able to access resources licensed by your institution. However, a researcher can post a pre-print of an article written by himself.
- As with any kind of scholarly communication, a researcher can use phrases or quotes from other articles and cite the source of information. However, a researcher is prohibited from using large chunk of information (paras and chapters) from an article or from a chapter in a book.

What happens if the License is Violated?

Publishers track the use of their electronic resources in terms of number of downloads made by subscribing institution. Misuse, if any, is notified to the subscribing institution with details of kinds of violations and institution is expected to take action. The publisher also suspends the access to e-resource pending suitable action by subscribing institution. The access is stopped not only for journals where license agreement was violated but for all journals by the same publisher. Moreover, the access is suspended not only for the individual violator but for the entire institution.

Conditions of Use and Licensing Restrictions for Electronic Resources

The Consortium subscribes to thousands of electronic journals and bibliographic databases for use by authorized users in member institutions. The terms and conditions for using these resources are spelled out in electronic resource license agreements with each publisher. It is the responsibility of individual users to ensure that the use of electronic resources does not breach the terms and conditions specified in the license agreements. Licenses vary from publisher to publisher; however, the general principles are as follows:

Permitted	Not Permitted
<ul style="list-style-type: none"> • Viewing, downloading, copying, printing and saving a copy of search results • Viewing, downloading, copying, printing and saving individual articles • Using e-resources for scholarly, educational or scientific research, teaching, private study and clinical purposes • Sending a copy of an article to another authorized user (i.e. current faculty, students or staff) • Posting the URL to the publisher's version of the article on a class website (publisher links will allow only authorized users access) 	<ul style="list-style-type: none"> • Use of robots or intelligent agents to do systematic, bulk or automatic downloading is not permitted • Systematic downloading or printing of entire journal issues or volumes, or large portions of other e-resources is not permitted • Using e-resources for commercial gain is not permitted (i.e. reselling, redistributing or republishing licensed content) • Transmitting, disseminating or otherwise making online content available to unauthorized users (i.e. sending to mailing lists or electronic bulletin boards) is not permitted • Posting the publisher's version or PDF of an article to an open class website is not permitted (instead, post the URL to the article which will allow only authorized users access)

Breaches of the license agreement with publishers could result in the suspension of access to the resources for the member institutions.