

## **EBLIDA / ECUP / STM**

### **Joint Statement on Incidental Digitisation and Storage of STM Print Journal Articles**

Representatives of the *European Bureau of Library, Information and Documentation Associations* (EBLIDA), the *European Copyright User Platform* (ECUP), and the *International Association of Scientific, Technical, and Medical Publishers* (STM), have held a series of meetings beginning in December 1997, aimed at discussing possible areas of consensus with respect to electronic usage by libraries of print journals. This joint statement results from those discussions.

The principles set out below are not intended to replace specifically negotiated licenses between individual publishers and individual libraries and other organizations. These principles have been developed in the context of scientific, technical and medical journal publishing, and different principles may apply to different types of published material and journals. However, the participants involved in the discussions hope that these principles on „digital archiving“ for STM journals will be accepted as being useful, by as many organizations and interested parties as possible.

Publishers that accept the principles stated herein will send a letter to STM accepting the statement and indicating any exceptions to their „Digitisable Material“ (as defined below). This information will appear on the STM Web site. Only the works of those publishers who have sent such authorization may be digitized under the terms of this statement.

It should be borne in mind that this joint statement has an interim quality because of the nature of the transition from print media to electronic media and that other business models including the traditional subscription model are still useful in the electronic environment.

### **STM**

The International Association of STM publishers currently has 106 paying members representing approximately 240 publishing imprints in 26 countries. These make up for an estimated 80% of the annual output of scientific research information. STM includes large and small publishing houses, secondary publishers and learned societies. Although it is a global association the emphasis of our activities is placed in Europe and the US.

The mission of STM is to create a platform for exchanging ideas and information and to represent the interest of the STM publishing community in the fields of copyright, technology developments, and end user / library relations.

### **EBLIDA**

EBLIDA functions as the umbrella association for library, information, archive and documentation associations and different kinds of libraries throughout Europe. The organisation was founded in 1992 and has established itself as a vital link between the European institutions and information professionals. With members in all European countries, EBLIDA represents over 95.000 libraries throughout Europe. Subjects on which EBLIDA concentrates are copyright, culture, telematics, Central and Eastern Europe, information society related matters and information technology.

The major objectives of EBLIDA are to serve and promote the interests of the library and information profession at European level, to give members up-to-date information on all relevant developments in the European Union and to strengthen cooperation between the members.

### **ECUP**

ECUP+ is a Concerted Action, which is co-ordinated by EBLIDA and funded by the Telematics for Libraries Programme of the European Commission (DG XIII/E-4). The objectives are

- to discuss the library privileges in electronic services and model clauses for licenses for the use of electronic information with a larger group of rightholders and collecting societies;

- to continue making librarians aware of the implications of copyright on electronic services and to introduce the results of the discussions with the rightholders and the collecting societies;
- to establish a focal point for questions on copyright and information on EU legislative developments in this area; and
- to reinforce the position of libraries in discussions copyright issues with the appropriate bodies.

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## **The Statement is as follows:**

### **A. Preamble**

1. The participants recognize that common tasks include increasing the availability of articles from STM print journals and raising the awareness of their availability, as well as facilitating the digitisation of individual articles from print journals within a library's owned collection of items not currently available in electronic formats.
2. The participants recognize that only by cooperation between libraries and publishers will the digitisation of non-current print journals be affordable and available for education and research in years to come.
3. The participants mutually affirm their respect for copyright.

### **B. Introduction**

1. Scientific information continues to have reference value over time. The digitisation of such information serves important societal, cultural, scientific and technological development goals, including the preservation of scientific effort.
2. The use of digitisation procedures (i.e. scanning and storing) by libraries is a particularly effective means of archiving print scientific information. Archiving also involves the maintenance of the integrity of the original work, including the indication of its source(s), and any associated copyright management information.

### **C. Incidental digitisation**

1. The participants agree that a particular library may scan, store and index (including indexing by using optical character recognition technology) „Non-Current Material“ (as defined below) and, in some cases, „Current Material“ (as defined below) previously purchased by that library, provided that:
  - a) the relevant publisher has signed this statement;
  - b) the library operates under the terms and conditions outlined in this statement;
  - c) the material to be included has been done so on an „Incidental Basis“ (as defined below);
  - d) any exceptions noted by the relevant publisher for particular journals or individual articles are honored by the library; and
  - e) the terms and conditions of usage as stated below in C.2 are adhered to.
2. The resulting digital material may be stored on a „Permanent Basis“ (as defined below), and may be displayed by the library only as page images. „Authorized Users“ (as defined below) are able to download or reproduce individual articles from the resulting archive of material scanned on an Incidental Basis for personal, educational or research use. Users other than Authorized Users may also view such material on the library's premises if normally permitted access by the library but may only reproduce such material in print format for personal, educational or research use.
3. Participating publishers will indicate through their exceptions list which journals might require further permissions from other parties (for example, a scientific society which might have an ownership interest in a journal, or a journal in which the publisher's rights with respect to backlist issues may be uncertain), and will also indicate whether the publisher will request such permissions upon request by the library or whether the publisher would prefer instead for the library to seek the permission directly.
4. Libraries must inform users of the terms and conditions of this statement.

### **D. Other types of uses and licenses**

Projects involving digitisation other than on an Incidental Basis as described in Section C above as well as other types of use of any resulting digital archives (such as for article delivery or interlibrary loan purposes), will require negotiation between the library and the publisher or may be addressed in future discussions as noted below in Section F. Any interest by libraries in digitising works other than Digitisable Material would also be subject to specific negotiation.

### **E. Participation and Withdrawal**

Participating publishers and exceptions to their Digitisable Material will be posted on the STM Web site (<<http://www.stm-assoc.org>>) and the EBLIDA Web site (<<http://www.kaapeli.fi/~eblida>>). The participants acknowledge that participating publishers may at some point cease participating, in whole or in part, in this program, in which event they shall notify STM which will in turn place this information on the STM Web site and inform EBLIDA which will in turn place this information on its Web site. The libraries operating under the terms of this statement will review the STM or EBLIDA Web sites at least once every quarter for such information, and will cease or limit (as relevant) further digitisation of material from a publisher giving such notice.

### **F. Future cooperation**

The participants will also work closely together to discuss and, where appropriate, implement new exploitation and cooperation methods, including:

- digitisation of entire volumes or sets of particular journals (Project Digitisation);
- the introduction of standards such as the Digital Object Identifier (the „DOI“);
- document delivery/interlibrary resource sharing; and
- archiving and preservation of digital content.

### **G. Definitions**

1. „*Digitisable Material*“ includes Non-Current Material (as defined below) published by those publishers posted on the STM Web site as accepting this statement, and, in some cases, Current Material (as defined below) published by those publishers who have authorized incidental digitisation from Current Material. Digitisable Material does not include either Current or Non-Current Material that have been listed as exceptions on the STM or EBLIDA Web sites.
2. „*Non-current Material*“ will be understood to mean articles from print journals published prior to 1995 that are not listed as exceptions on the STM Web site.
3. „*Current Material*“ will be articles from print journals published in 1995 and thereafter for which electronic versions are not available for sale or under license, either directly or indirectly (from subcontractors, licensees, or local reprographic rights organizations).
4. „*Participants*“ will be understood to mean individual publishers accepting the terms of this statement (or with any exceptions as may be noted by such publishers) and individual libraries that intend to rely on the benefits

- provided by this statement. Participants may also be understood to mean if the context so indicates the organizations involved in drafting this statement.
5. „*Incidental Basis*” will be understood to mean the digitisation of Digitisable Material consisting of individual articles from journals (but not substantially the whole of a journal issue)
    - (i) on a non-routine basis and
    - (ii) in response to requests for particular articles (but excluding course packs).
  6. „*Authorized Users*” means:
    - i. For academic institutions: Faculty members (including temporary or exchange faculty for the duration of their assignment); graduate and undergraduate students; staff members; and contractors
    - ii. For other organizations, companies and governmental institutions: All staff routinely employed by the institution and contractors
  7. „*Permanent Basis*” means that even if a participating publisher terminates a license or withdraws from participating in the uses contemplated in this Statement the library may continue to store and provide access to any material previously digitized in accordance with this Statement to the point of such withdrawal. It also means the digitisation in a new technological format of material or information already in digital format (for example to ensure an archival record is kept even in the face of technological change).

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