



# COLLECTION POLICY

University of Hawai'i  
at Mānoa, School of  
Law Library

This policy reports on the guidelines in place to manage the Law Library collection. It is updated annually. This current edition applies to the 2021-2022 academic year.

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6/1/2021

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## Mission Statement

The Mission Statement for the School of Law Library (“Law Library”) states:

The primary mission of the Law Library is to support the research, publication, educational and service endeavors of the faculty, students and staff of the William S. Richardson School of Law, University of Hawai‘i. The Law Library pursues this mission by acquiring, organizing, making accessible, preserving and disseminating legal and law related information in all available formats, by providing the best possible service, support and instructional programs, and by creating a physical environment conducive to user needs.

In addition to its primary mission, the Law Library serves as a key information resource center for the University of Hawai‘i at Mānoa community, the statewide University of Hawai‘i system, other libraries throughout the state and region, and the bench, bar and citizenry of the State of Hawai‘i.

### I. Standards

- A. The Law Library shall provide the appropriate range and depth of reference, instructional, bibliographic and other services to meet the needs of the law school’s teaching, scholarship, research, and service programs. The Law Library shall provide a core collection of essential materials accessible through ownership or reliable access that:
  - 1. Effectively supports the Law School’s curricular, scholarly, and service programs and objectives, and
  - 2. Prepares students for effective, ethical, and responsible participation in the legal profession.
  
- B. In addition to the core election of essential materials, the Law Library provides a collection that through ownership or reliable access:
  - 1. Meets the research needs of the law school's students, satisfies the demands of the law school curriculum, and facilitates the education of its students;
  - 2. Supports the teaching, scholarship, research, and service interests of the faculty;
  - 3. Serves the law school's special teaching, scholarship, research, and service; objectives, and

4. Is complete, current and in sufficient quantity or with sufficient continuing access to meet faculty and student needs.
- C. The Law Library has and periodically updates a written plan for development of the collection.
- D. The Law Library provides suitable space and adequate equipment to access and use all information in whatever formats are represented in the collection.
- E. The Law Library supports the American Library Association Library Bill of Rights and the Interpretations. No censorship will be exercised due to the controversial nature or unpopularity of an author's point of view or mode of expression.

## II. Overview of Collection

The Law Library is the major law library in the state of Hawai'i and for the Pacific region. Collection emphasis is on Anglo-American primary and secondary authorities with added prominence in Native Hawaiian, Asian-Pacific region, indigenous peoples', environmental, and international law materials. The Law Library maintains statutes and session laws for selected states as well as selected state, national and subject case reporters. The Law School provides access to aggregators of legal material such as Hein Online, LexisAdvance, LLMC, and Westlaw for the entire Law School community. Access to digital case and statutory updating, including Lexis Academic and Hein Online is provided for non-Law School community users.

The Law Library collects at an enhanced level for the state of Hawai'i, Native Hawaiian, Asian-Pacific, and environmental legal materials. Categories of significant emphasis are indigenous rights and public international law.

The Law Library has an extensive collection of secondary sources and finding tools in multiple formats which include treatises, legal encyclopedias, Restatements of the Law, form books, digests, journals, study aids, and research guides. The library is actively growing its collection of legal research materials relating to Chinese, Japanese, Korean, and Pacific Island nations' law, in print and electronic formats.

In 1978, the Law Library was designated a Federal Depository Library with approximately 6.3% of available documents selected to be included in the collection. The documents selected supplement the Law Library collection. The Hamilton Library on the University of Hawai'i at Mānoa campus is a regional depository required to collect all materials published by the Government Printing Office. The Law Library collects only what it needs to enhance its core collection through the Federal Depository Program.

- A. **Goals of Collection Development Policy.** The purpose of the Law Library's collection development policy is to serve as a guide to build and maintain a collection which enables and fosters the instruction, research, publication, and service needs of the Law School community. The collection meets and exceeds, where possible, the standards set forth by the American Bar Association and the Association of American Law Schools. This policy is intended to be a dynamic, living document that continues to reflect changes in the law, at the Law School, in the legal and law-related publishing industry, and in advantages afforded through consortia and other cooperative arrangements. To maintain standards and to continue to take full advantage of the education, experience and professional insight offered by the Law Library's professionals, amendments to this policy will be made only with the advice and consent of the Director of the Law Library.
  
- B. **Responsibility for Selection.** The Director of the Law Library has ultimate responsibility for the maintenance and development of the Law Library's collections. Coordination and oversight of collection development work is the responsibility of the Technical Services/Acquisitions Librarian. This includes: serving as the library's contact with vendors, identifying and reviewing current and retrospective selection materials, consulting with faculty about purchase and cancellation recommendations, following developments in the legal publishing industry, tracking new editions of currently owned titles, and managing gifts. Materials to be added to the collection will be prioritized according to the Collection Development Policy and will take budget limitations into account.

- C. **Patrons.** The primary patrons of the Law Library are the Richardson Law School faculty, students and staff. Other patrons include the University of Hawai'i community (at Mānoa and systemwide), Law School alumni , members of the Hawai'i State Bar Association, the state and federal judiciary, other local, state and regional libraries, and the citizens of the State of Hawai'i.
  
- D. **Federal Depository Status.** The Law Library is a selective federal depository library, which obligates us to help members of the general public who need access to materials provided under the Federal Depository Library Program. The needs of the general public are considered when selecting items for the depository collection. To further assist us in serving the public and supporting the school's programs in providing legal services to those in need, we consider both format and topic selection in our collection development decisions which tend to center around general litigation materials.

### III. Selection Process.

Several sources are relied upon for assistance in selecting materials. They include: bibliographies, book reviews, faculty and student recommendations, the law librarians' knowledge of legal materials and the library's collection, publishers' materials (with special reliance on GOBI3 , an online selection tool for Yankee Book Peddler, our primary jobber), and subject collection blogs produced by other academic facilities. The Law Library regularly monitors and updates areas of research and scholarship of the Law Faculty. Questionable or very expensive titles may first be evaluated by requesting a copy via interlibrary loan from another library.

Acquisition requests are directed to the Technical Services/Acquisitions Librarian. The Technical Services/Acquisitions Librarian collects purchase requests and reviews them with the Library Director regularly. After review, the Acquisitions Assistant processes the requests as follows:

- A. The Law Library catalog is checked to avoid purchasing titles already in the Law Library collection.
  - 1. Orders are placed with an appropriate jobber as determined by price and availability.

2. The Acquisitions Assistant reflects the date of order in the acquisitions list.
  - a) Purchases made through Amazon.com are normally reserved for rush or emergency orders.
3. Upon receipt of an item, the Acquisitions Assistant completes the process for acquisition, it is reviewed by the Library Director before being passed on to the Cataloging Librarian for subject analysis and assignment of a call number. (See Subject Analysis and Placement below.)

#### IV. Selection Criteria.

Every effort will be made to purchase new and historical titles related to the areas of faculty research and scholarship, and titles recommended by the faculty if they meet the criteria and collection standards stated in this policy. The Library will always secure two copies of a law school faculty member's scholarship (See VII.E. Faculty Collections below). Among the evaluative factors to be considered are:

- A. Significance of the subject matter to the Law School curriculum;
- B. Significance of the subject matter to the research interests of the Law School faculty and students;
- C. Current or permanent importance to the whole collection;
- D. New edition of title;
- E. Likelihood of use by our primary patron group (see Section I);
- F. Likelihood of use by our alumni;
- G. Perceived need by our secondary patron groups;
- H. Accuracy and quality of the information relayed by the item (based on reviews, recommendations, author prominence, appearance of item in important bibliographies, etc.);
- I. Physical quality of the item;
- J. Reputation of author;
- K. Price (and continuation costs if applicable);
- L. Scarcity of material on subject;
- M. Authority and reputation of the publisher and producer;
- N. Format (See VI. Statement on Format below);
- O. Language (See Foreign Languages below);

- P. Duplication of material already in the Library Collection (unless there is a demonstrable need for additional copies evidenced by faculty and student use);
- Q. Physical or digital space available for supporting the material.

#### V. Statement on Formats.

- A. **Electronic Resources.** The research and study habits of the Law School community along with the variety of electronic resources available today, require the Law Library to maintain a balance of print and electronic resources in the Collection. Selection of electronic resources over print is determined by such factors as the nature and coverage of materials, relevance to the research needs of the Law School community, reliability, cost, and ease of use and terms of access. A concerted effort is made to maintain an adequate print collection for practicing attorneys, or to negotiate licenses that include provisions that allow onsite use by library patrons who are not teaching or taking classes at the law school.
  - 1. Remote operations enforced by natural disasters or pandemics will create a preference for digital materials to allow ease of access.
  - 2. The library will not fund temporary, short term access to pre-published versions of articles. These requests will only be fulfilled for full-time faculty members who need it for publication or speaking deadlines.

The Law Library adheres to the AALL Principles and Practices for Licensing Electronic Resources (Appendix 2). To aid in securing the best possible terms for electronic subscriptions or purchases, attempts should be made to write in certain clauses and use particular language for key negotiating points. These are outlined in Appendix 3 to aid with contract negotiations.

- B. **Microform.** The Law Library continues to collect and retain microfiche and microform collections. This remains the most reliable and cost effective method to retain historical documentation.
- C. **Print.** The Law Library is committed to retaining a core collection in print format with a specific emphasis on first year law topics and general litigation aids. Both formal studies and anecdotal experience indicate a lack of proficiency in online research methods by law students, faculty, and practitioners.

## VI. Categories of Material Excluded from the Collection.

Unless specifically requested by a Law School faculty member there are a number of categories of materials that the Law library will not acquire.

- A. Casebooks.
  - 1. Exceptions:
    - a) The material addressed by the casebook is not otherwise well represented in standards treatises and monographs.
    - b) The casebook is authored by a Richardson law faculty member in which case a copy will be purchased for the faculty archive only.
    - c) Ten copies of each casebook for first-year required courses as part of the Law Library Textbook Kokua Program.
- B. Continuing legal education materials
- C. Law journals that are freely available in PDF on a law school's web site and archived in a reliable database
- D. Materials written for use by lay persons
- E. Reprints of materials already in the Collection unless the original is in poor physical condition and should be replaced, or a need is shown for multiple copies
- F. Videotapes. Regardless of subject matter, the Law Library does not collect or retain this format and does not have a means of playing a videotape.

## VII. Guidelines for the Collection.

- A. Binding and Preservation. Each summer, the Circulation Staff will review the shelves to identify damaged books in need of repair. Identified items will be given to the Technical Services/Acquisitions Librarian for repair, repurchase, and/or binding.
- B. Digital Preservation. The Law Library will undertake to digitize archival collections and make them available on the Law Library server or the Institutional Repository.
- C. Duplication. The Law Library purchases single copies of materials for its collection. If an item is available at another Library within the State of Hawai'i, the Technical Services/Acquisitions Librarian will discuss the need of the item in our local collection with the Library Director and faculty member, if applicable. Existence of an item in another library does not preclude the purchase for the Law Library. Duplication includes availability of the item online in a reliable format (such as Adobe PDF or something

similar) on a reliable web site (such as the availability of a law journal on its home school's web site or in its digital repository).

D. Faculty Collections

1. Archive. Two copies of a faculty member's published scholarship are purchased: one for the general collection and one for the individual's archive.
2. Faculty Lounge. The Law Library purchases subscriptions to:
  - a) Asian Lawyer
  - b) National Law Journal

E. Office Copies. The Library does not purchase materials for a faculty members' office or personal use; however, the Library will purchase recommendations for the Collection and will lend them on a long-term basis to the requesting faculty member. The item must be physically seen at the end of each semester by a member of the library staff, and must be re-circulated back to the faculty member at that time to ensure quality control over the Collection.

F. Non-English Language Materials. The Law Library actively collects in Chinese (Mandarin), Hawaiian, Japanese, Korean and Pacific Island languages when English is not designated an official language of that country. French language materials are suitable for the collection if they reflect the laws of Pacific Island nations and there is no official English version of the laws, or of secondary source materials.

G. Gifts and Exchanges. Except for the Archive collection, the Law Library will accept gift lists for review by the Technical Services/Acquisitions Librarian. The Technical Services/Acquisitions Librarian will determine the utility of the items based on the criteria outlined in this policy. If a gift is accepted for donation, the Technical Services/Acquisitions Librarian will make arrangements to receive the item(s) at the Law Library and issue a letter of receipt. The Law Library is prohibited from providing a valuation for gift items. The Law Library Director and Law School Dean will evaluate donor gifts of papers and artifacts for inclusion in the Archive collection.

H. Hawai'i Collection. Any and all materials pertaining to the Republic, Territory and State of Hawai'i are placed in the Hawai'i collection.

I. Law Journals. If a law journal makes its publications available in a reliable format (such as Adobe PDF or something similar) on its school web site or through a digital repository, the Law Library will not purchase a subscription. Links to specific law journals will be provided by the

Metadata Services Librarian through the Library's digital discovery platforms.

- J. Lost Material. Once an item is reported as missing from the item's designated location, a Missing Book form is completed, the Circulation Staff performs three separate checks for the item on the shelves and in the library. If the item is not found, it is reported to the Technical Services/Acquisitions Librarian and considered for repurchase during the bi-monthly acquisitions meeting with the Library Director.
- K. New Editions. All new editions of titles are automatically purchased as long as the subject matter remains relevant to the mission of the Law School. It is the duty of the Technical Services/Acquisitions Librarian to identify new editions of titles already in the collection.
- L. Oversized items. Large items that do not fit conveniently on the shelves will be in the Folio location.
- M. Pacific Island Collection. All primary and secondary materials related to the Pacific Island nations will be placed in their country sub-locations. Materials covering multiple islands will be placed at the beginning of the collection under General. When items include a substantial discussion of the Hawaiian Islands, the item will be in the Hawaii collection. This will be determined on a case-by-case basis by the Director.
- N. Subject Analysis and Placement. The Metadata Services Librarian is ultimately responsible for maintaining a logical, user-friendly organization for the physical items in the collection. Heavy emphasis is placed on providing a good browsing experience for the Law Library user and placing like items in like locations. Consideration should be given to Library of Congress subject headings, but the ultimate location should reflect a logical pattern for a small, specialized, academic collection. The decisions are made in direct consultation with the Library Director and upon recommendation by the Reference Librarians.
- O. Under sized items. Small sized items that are likely to be lost on the shelves will be kept in the Pamphlet location.

## VIII. Rentention Guidelines

- A. General Policies. Every five years, the Law Library will execute an extensive weeding and inventory procedure for the full collection. The following serve as guidelines to the weeding process:

1. Materials where the topic is environmental (especially water law and climate control), ocean or marine policy, Asia-Pacific, international, human, or native American and Hawaiian rights should be weeded lightly. The Library maintains these collections at an enhanced level. Both historic and current materials should be kept, even when available in an online, dependable and citable format.
  2. Discard all cancelled continuations within six months of cancellation.
  3. Discard all newsletters except for the most current two years. If it was cancelled, it should be discarded.
  4. Duplicate titles within the Law Library should be pared down to one copy.
  5. If the topic is not law related, it should be removed from the collection.
  6. Old practitioner materials (generally, older than five years), should be removed from the collection.
  7. Regardless of the topic, if the item is in poor condition or has mold, it must be removed from the collection and will be reconsidered for new purchase.
  8. Incomplete sets should be pulled.
  9. Reprints of material downloaded from the Internet, velobound and cataloged should not be part of the Library collection and removed from the shelves.
- B. Policies related to specific types of publications.
1. Annals and Yearbooks – Annals and Yearbooks where the collection covers a ten-year period should be kept indefinitely. They are located in Main.
  2. Anthologies – Anthologies of legal essays and related material should be kept indefinitely. They are located in Main.
  3. Case Reporters – Reporters are maintained for the Hawai'i jurisdictions (state and federal), the Ninth Circuit, and the U.S. Supreme Court until available in a free, dependable online format. Foreign case reporters are retained in print unless available in a low-cost and dependable online format. All other state, regional, federal, and foreign case reporters are held in storage and ceased updating in print in 2013. Current reporters are located in Reference, with the exception of the Hawaiian case reporters. Historical reporters are located in Storage.
  4. Casebooks. Casebooks are not collected as a general rule and should be discarded as appropriate. They are located in Main.

5. Conference, CLE and reprints of similar proceedings. Proceedings older than five years should be discarded for subjects other than the law school's designated core subjects as defined in the school's strategic plan. All others are collected and retained on a case-by-case basis. They are located in Main.
6. Handbooks. Handbooks older than two years should be removed from the shelves and discarded, unless they cover one of our sensitive subject areas noted above. They are located in Ready Reference or Main as decided by the Law Library Director.
7. Looseleaves. Print looseleaves that have been cancelled or switched to electronic format must be removed from the shelves and discarded. They are located in Main unless related to a specific special collection.
  - a) The Law Library will not discard any case reporters that accompanied print looseleaves unless the cases are republished online and accessible in a reliable format.
8. Newsletters. Print newsletters and similar current awareness materials are retained for a maximum of two years. They are located in Main unless related to a specific special collection.
9. Newspapers. Print newspapers are retained for three months on Reserve.
10. Periodicals. Periodicals that are not available via a low-cost, reliable online service are retained indefinitely. Periodicals covering subjects that fall within the Law School core subjects as identified in the school's strategic plan are evaluated on an individual basis. All others are not retained. They are located in the Periodicals collection.
11. Regulatory Codes. The Law Library collects and maintains historical (including superseded editions) and current printed sets of the regulations of the State of Hawai'i, the municipalities of Hawai'i, and the Federal Register. Hawai'i materials are located in the Hawai'i collection. Federal materials are located in Reference.
12. Statutory Codes. The Law Library collects and maintains multiple printed sets of the Hawai'i Revised Statutes, Hawai'i municipal codes, the United States Code, and the state codes for those states located within the Ninth Circuit. The Law Library collects and maintains printed sets of Asian and Pacific Island nations' laws. All print collections are to be maintained indefinitely until and unless a low-cost, reliable online service is made available. Earlier editions of these print collections are

retained for the Federal, Hawaii, Asian, and Pacific Island nations. Federal and non-Hawai'i state material are located in Reference. Asian material is located in Main. Pacific Island material is located in Pacific Islands.

13. Study Aids. The Law Library purchases at an enhanced level in this area for first year law courses. The Law Library purchases selective study aids for upper level courses.
14. Text books. The Library does not collect or retain textbooks as a general rule. Exceptions are made where the material is unique and cannot be duplicated by purchasing scholarly substitutes, or belong to the Law Library Textbook Kokua collection. Circulating textbooks are located in Main. LLTK books are kept on Reserve.
15. Treatises. Treatises are generally located in Main. Hawai'i practitioner aids/treatises are located in both Hawai'i and on Reserve.
  - a) Monographs and multivolume scholarly works by noted authors and experts, including superseded editions, will be retained indefinitely as long as the subject matter remains relevant to the Law School. All others will be evaluated every five years for retention.
    - i) Monograph and multivolume practitioner works will be evaluated on an individual basis for their continued utility. Currency will be a key element in the evaluation of these resources. Superseded editions are not retained. All resources in this category will be evaluated every five years for retention.
    - ii) All treatises, included superseded editions, related to the law and legal system of Hawai'i will be retained, regardless of year of publication or the author.

## IX. Location Codes

The Law Library uses the following location codes for its public facing collection. If abbreviations are used in system/labels, they are noted in parenthesis. The Library Map is found in Appendix 4.

- A. Archive – The Archive collection is discoverable in our catalog and discovery platform, but it is not circulating, nor is it in open stacks. This is a non-circulating collection and available for public use by appointment.

- B. Course Reserve (CR) – Print material placed on reserve for one semester in connection with law school classes.
- C. Faculty Lounge (FL) – Designation for items on permanent assignment to the Faculty Lounge.
- D. Folio (f) – Used to house oversized items.
- E. Hawai'i (Haw) – Location for all Hawai'i related print material.
- F. Main – The main circulating collection is assigned to this location. It is the default location for most acquisitions.
  - 1. Includes the location code for Government Documents (Gov Docs). Print Gov Docs are integrated into the Main collection, microform formats are integrated into the Microform collection.
- G. Media is represented by three formats/locations:
  - 1. DVD
  - 2. CD
  - 3. Streaming/Web
- H. Microform (Mform) – Used for all microfiche and microfilm regardless of subject matter.
- I. Pacific Islands (Pac) with geographic subdivisions organized alphabetically by name of country – Location for all Pacific Island nation print materials.
- J. Periodicals (Per) – Self explanatory.
- K. Ready Reference (RDYRF). Includes dictionaries, directories, fact books, handbooks, and Words and Phrases. This is a non-circulation collection.
- L. Reference (Ref) – Includes all primary federal and state materials except the State of Hawai'i . Congressional materials are also assigned Ref. This is a non-circulating collection.
- M. Storage (Storag) – Location for back runs of Reference material taken off the main floor. These items are discoverable in the catalog and discovery platform but are not in open stacks. This is a non-circulating collection.
- N. Study Aids (Stud) – Student study aids are assigned this location and are organized by subject matter, except for the Nutshell series which is a stand-alone title within this location.
- O. Vertical Files (VF) – Used to house the pamphlet collection.

#### X. Specific Collections.

The Library's physical collection is divided into seven collections: Hawai'i , Main, Pacific Islands, Periodicals, Ready Reference, Reference, and Reserve. All

collections, except Archives, Reference, and Ready Reference, are circulating collections. They are described below.

- A. Archives. The Archive collection contains the papers and artifacts of notable figures in Hawai'i's legal history and/or the history of the Law School. Materials are acquired by donor gifts to the Law School. The Archive also consists of the papers related to the history of the Law School, and specific projects of interest (i.e., H-3 Litigation). Additions to this collection are reviewed on a case-by-case basis by the Law Library Director and the Law School Dean before being accepted by the Law Library for curation.
- B. Hawai'i . Any and all primary and secondary source materials, including government information, pertaining to the Kingdom, Republic, Territory and State of Hawai'i and its counties are placed in the Hawai'i collection.
- C. Main. The main collection consists of treatises (including monographs), practitioners' aids, laws and case reporters of other nations (except those included in the Pacific Island collection), and international works including treaties.
- D. Microform – The microform collection consists of both fiche and film. It is still an active collection, and remains an important resource for older, Hawaii territory and kingdom materials.
- E. Pacific Islands – Primary and secondary source materials, including select government reports, are collected for the following island nations: American Samoa, Cook Islands, Federated States of Micronesia (Federal and State), Fiji, Guam, Kiribati, Nauru, New Zealand, Niue, Palau, Papua New Guinea, Republic of the Marshall Islands, Samoa, Solomon Islands, Tonga, Vanuatu, and Tuvalu.
- F. Periodicals. Periodicals that are not available via a low-cost, reliable online service are retained in print indefinitely. Preference is to hold only those law journals that are not posted on their school's web site in full PDF and is available via Hein Online. Periodicals covering subjects that fall within the Law School core subjects as identified in the school's strategic plan are evaluated on an individual basis. All others are not retained.
- G. Ready Reference. The Ready Reference collection includes finding aids and quick reference materials such as dictionaries, handbooks, guides, etc.
- H. Reference – The print reference collection consists mainly of primary materials for the United States Government and select states.

1. Case Reporters: The Federal Supplement and Federal Reporter are current and full runs for each series are kept on site. The United States Reporter and the Supreme Court Reporter are current and full runs are kept. Foreign case reporters are retained in print unless available in a low-cost and dependable online format. All other state, regional, federal, and foreign case reporters are held in storage and ceased updating in print in 2013.
  2. Legislative Materials: The Federal House and Senate Journals, and the Congressional Record are both retained in print. The Congressional Record Daily Edition is retained until replaced by the annual edition.
  3. Regulatory Materials: The Federal Register and Code of Federal Regulations are current. The Federal Register is retained for one year or until a full set of the Code of Federal Regulations is replaced. Volume 3 of the Code of Federal Regulation is retained indefinitely.
  4. Statutory codes: It includes current and historical versions of the United States Code, the United States Code Annotated, and the United State Code Service. At the state level, it includes the state codes for those states located within the Ninth Circuit Courts of Appeal.
- I. Reserve Collection – The Reserve Collection is evaluated every summer to be sure that the most current edition of a reserve item is on the Reserve shelf. The Reserve Collection generally includes:
1. Items that are popular and must remain available on a daily basis
  2. Items that cost more than \$250
  3. Items that are difficult to replace
  4. Hawai'i practitioner manuals and handbooks
- J. Study Aid Collection. The Law Library purchases at an enhanced level in this area for first year law courses. The Law Library purchases selective study aids for upper level courses. It includes unlimited, online access to the Lexis, Wolters Kluwer, Quimbee, CALI and Carolina Academic Press study aids. The Study Aid Collection is reviewed each summer and updated as needed.

#### XI. Statement on the International and Foreign Law Collection

- A. The international and foreign law collection comprises approximately 20% of the Law Library collection and is integrated into the Main collection. It consists of multifformat materials, primary law, journals and commentaries. Our civil law collection is principally focused on the countries in the Asia

and Pacific regions. Growth in this area is focused primarily on China, Korea, and Japan. Pacific island nations are located in a special collection as described above. Collection levels for subject matters in other countries are determined by their Collection Level assignment in the appendix.

B. Subject areas of concentration for the international and foreign law collection are:

1. Commercial Arbitration
2. Cultural Property
3. Environmental Law
4. Human Rights
5. Indigenous Rights
6. International Criminal Law (including war crimes)
7. Law of the Sea

C. Collection Levels

1. Basic: General materials that provide an introduction, foundational understanding of a subject. (Level 1)
2. Instructional/Practitioner: Access to materials that support the curriculum of the Law
3. School and key practice areas of the local bar. (Level 2)
4. Research: Access to and collection of major source materials that support law faculty research and independent research at the J.D. level. (Level 3)
5. Enhanced: Access to and collection of significant works of historical and current merit. This level of collection management is limited to the main subjects of the William S. Richardson School of Law core subjects as identified in the school's strategic plan. As a matter of course, all Federal and Hawai'i state primary materials are also collected at this level. (Level 4)

## XII. Collection Levels by Subject.

Areas that are specified areas of concentration by the William S. Richardson School of Law are assigned an Enhanced Collection Level (4). Subjects actively taught on a regular basis and are active areas of research for law faculty are assigned a Research Collection Level (3). Instructional/Practitioner materials are assigned a level (2) regardless of the subject matter.

Categories that include a foreign law subsection are specifically aimed toward China, Korea, Japan and Pacific Island nations, and include subject matters specific to the faculty at this Law School. If a subject is not addressed in this table, it will be taken under consideration by the Library Director for inclusion.

Subject	Level
Administrative Law – Federal	3
Administrative Law – Hawai'i	4
Admiralty Law	1
Agricultural Law (security, development)	2
Air – See Environmental Law (Transportation)	
Alternate Dispute Resolution	3
Animal Rights	1
Antitrust	1
Arbitration, United States	3
Arbitration, Foreign	3
Arbitration, International	3
Art Law & Culture	3
Asylum and Refugee Law	3
Banking Law	1
Bankruptcy, Domestic	2
Bankruptcy, Foreign	3
Bankruptcy, International	3
Bioethics (Legal Aspects)	1
Biographies, Judicial	2
Biographies, Importance to Legal Community	2
Business Law	3
Business Law, Foreign	3
Business Law, International	3
Business Organizations, Finance	3

Business Organizations, Formation	3
Business Organizations, Governance	3
Business Organizations, Crime	2
Childrens' Rights, Domestic	1
Childrens' Rights, International	1
China, Primary	2
China, Secondary (tied to faculty specialties)	3
Civil Procedure	3
Civil Procedure, Federal	3
Civil Procedure, Hawaiian	4
Civil Procedure, other states	2
Civil Procedure, International	2
Civil Procedure, Foreign	3
Civil Rights, Federal	3
Civil Rights, Hawaiian	4
Civil Rights, Foreign	3
Civil Right, International (see Human Rights)	
Climate Change (Legal Aspects) (All jurisdictions)	3
Commercial Law, Federal (UCC)	3
Commercial Law, Foreign	2
Commercial Law, International	3
Computer Law, Criminal	1
Computer Law, Intellectual Property	1
Computer Law, Privacy	3
Conflict of Laws	3
Constitutional Law, Comparative	3

Constitutional Law, Domestic	4
Constitutional Law, Foreign	3
Constitutional Law, Hawaiian	4
Construction Law	1
Consumer Protection (Legal Aspects)	2
Contracts, U.S.	3
Contracts, Foreign	2
Contracts, International	2
Corporations	4
Corporate Crime	1
Courts, Comparative	2
Courts, Federal	3
Courts, Foreign	3
Courts, Hawaiian	4
Courts, International	3
Courts, other states	2
Criminal Justice	3
Criminal Law, Federal	3
Criminal Law, Hawaiian	4
Criminal Law, other states	2
Criminal Law, International	3
Criminal Law, Foreign	2
Criminal Procedure, Federal	3
Criminal Procedure, Hawaiian	4
Criminal Procedure, other states	2

Criminal Procedure, International	3
Criminal Procedure, Specific Courts	3
Criminal Procedure, Foreign	3
Criminology/Criminal Justice	3
Customary International Law	4
Customary Law (Traditional Law)	4
Dictionaries, Legal	2
Dictionaries, Foreign Legal	2
Diplomacy (Legal Aspects)	1
Disability Law (Legal Aspects) (U.S.)	1
Disability Law (International)	1
Dispute Settlement (International) (Legal Aspects)	3
Employment Law (see Labor Law)	
Energy Law (Legal Aspects) (Federal)	3
Energy Law (Legal Aspects) (Hawai'i)	4
Energy Law (Legal Aspects) (Comparative)	3
Energy Law (Legal Aspects) (International)	3
Energy Law (Legal Aspects) (other states)	3
Entertainment/Sports Law	1
Environmental Law (Legal Aspects)(Federal)	4
Environmental Law (Legal Aspects)(Hawaiian)	4
Environmental Law (Legal Aspects)(Comparative)	3
Environmental Law (Legal Aspects)(International)	4
Environmental Law (Legal Aspects)(other states)	3
Environmental Justice (Legal Aspects) (Federal)	3

Environmental Law (Transportation)	2
Environmental Justice (Legal Aspects) (Hawaiian)	4
Environmental Justice (Legal Aspects) (Comparative)	3
Environmental Justice (Legal Aspects) (International)	3
Environmental Justice (Legal Aspects) (other states)	3
Environmental Policy (Federal)	3
Environmental Policy (Hawaiian)	4
Environmental Policy (Comparative)	3
Environmental Policy (International)	3
Environmental Policy (other states)	3
Ethics (see Legal Ethics)	2
European Union	1
European Union (Comparative)	1
Family Law (Federal)	3
Family Law (Hawaiian)	4
Food and Drug Law (Legal Aspects) (Federal)	3
Food and Drug Law (Legal Aspects) (Hawaiian)	4
Food and Drug Law (Legal Aspects) (Comparative)	3
Food and Drug Law (Legal Aspects) (International)	3
Food and Drug Law (Legal Aspects) (other states)	3
Food Security	3
Foreign Investment	1
Foreign Relations	1
Genocide (Legal Aspects) (International)	1
Genocide (Legal Aspects) (Specific peoples)	1

Hawaiian Law, Primary	4
Hawaiian Law, Secondary	4
Hawaiian Kingdom (Legal Aspects)	4
Hawaiian Kingdom (Legal Aspects), Primary	4
Hawaiian Kingdom (Legal Aspects), Secondary	4
Health Law (Federal)	2
Health Law (Hawaiian)	4
Health Law (other states)	1
Human Rights (See civil rights) (International)	3
Human Rights (See civil rights) (Comparative)	3
Immigration and Emigration	3
Immigration and Emigration Procedures	3
Indigenous Peoples (See Minority Rights)	4
Intellectual Property (Federal)	3
Intellectual Property (International)	2
Intellectual Property (Comparative)	2
International Relations (Legal Aspects)	1
International Security (see Security)	3
International Trade (see Trade)	2
Japanese Law, Primary	3
Japanese Law, Secondary (subjects tied to faculty specialty)	3
Judiciary (see Legal Systems)	
Jurisprudence/Philosophy	2
Korean Law, Primary	3
Korean Law, Secondary (subjects tied to faculty specialty)	3

Labor Law (Federal)	3
Labor Law (Hawaiian)	4
Labor Law (Comparative)	3
Labor Law (Foreign)	3
Labor Law (International)	3
Law of the Sea	2
Legal Education (United States)	2
Legal Education (Comparative)	2
Legal Education (Foreign)	2
Legal Ethics (United States)	2
Legal History (United states)	2
Legal History (Hawai'i)	4
Legal History (International)	2
Legal History (Foreign)	1
Legal History (other states)	1
Legal Profession (United States)	2
Legal Profession (Hawaiian)	4
Legal Profession (Foreign)	1
Legal Research (Federal)	4
Legal Research (Hawaiian)	4
Legal Research (International)	4
Legal Research (Foreign)	3
Legal Research (Comparative)	3
Legal Research (Foreign)	3
Legal Systems (Comparative)	2

Legal Systems (Foreign)	2
Legislation, Statutory Construction	2
Legislation, Drafting	2
Maritime Law	1
Mediation	3
Medical Laws and Legislation (See Health Law)	
Minority Rights (See also Civil Rights) (Federal)	3
Minority Rights (See also Human Rights) (International)	3
Minority Rights (See also Human Rights) (Comparative)	3
Pacific Island Nations (Legal Aspects), Primary	4
Pacific Island Nations (Legal Aspects), Secondary	3
Peacekeeping	3
Privacy (see Computer Law)	
Property Law (Hawaiian)	4
Property Law (Foreign)	2
Property Law (Comparative)	1
Public International Law	4
Race Discrimination (Federal)	4
Race Discrimination (Hawaiian)	4
Race Discrimination (International)	3
Race Discrimination (Foreign)	2
Race Discrimination (Comparative)	3
Roman Law	1
Rule of law	2
Securities Regulation	2

Security, International (Legal Aspects) (Dispute Resolution)	3
Security, International (Peacekeeping)	3
Self-Determination (Hawaiian)	4
Self-Determination (International)	4
Sovereignty (Legal Aspects) (Hawaiian)	4
Sovereignty (Legal Aspects) (International)	4
Space Law (United States)	3
Space Law (International)	3
Space Law (Foreign)	3
Space Law (Comparative)	3
State Succession (Legal Aspects) (Hawaiian)	4
State Succession (Legal Aspects) (International)	4
Taxation (Federal)	3
Taxation (Hawaiian)	4
Taxation (International)	2
Telecommunications	1
Terrorism (Legal Aspects)	1
Tort Law	2
Torture (see Human Rights)	
Trade (Federal)	2
Trade (International)	3
Trade (Comparative)	2
Transnational Litigation	2
Treaties, Primary	3
Treaties, Secondary (tied to faculty specialities)	3

United Kingdom, Primary	1
United Kingdom, Historical	1
United Nations (Legal Aspects)	3
War (Legal Aspects)	2
War Crimes	3
Water Rights (Federal)	3
Water Rights (Hawaiian)	4
Water Rights (International)	3
Water Rights (Comparative)	3
Women's Rights (Legal Aspects)	2
Women's Rights (Legal Aspects) (International)	2
Women's Rights (Legal Aspects) (Comparative)	2

Appendix 1 Faculty Research Subjects and Courses

**Faculty Research Subjects and Courses AY 2020-2021**

Faculty Member	Subjects, Collection Development Policy	Courses
<p>Andrade, Troy, Assistant Professor of Law; Director, Ulu Lehua Scholars Program</p>	<p>Jurisprudence (United States) Law ( History) ( Hawai'i) Law (Interpretation and construction) (United States) Torts</p>	<p>Jurisprudence; Law and Social Justice; Lawyering Fundamentals 1; Legal History (Hawaii); Tort Law</p>
<p>Antolini, Denise; Professor of Law</p>	<p>Coastal zone management (Law and legislation) (United States – Federal) Climate Change (Legal Aspects) (Hawai'i) Environmental Law (United States – Federal) Environmental Law (Hawai'i) Environmental Law (Italy) Environmental Justice (International) Environmental Justice (United States – Federal) Environmental Justice (Hawai'i) Environmental Justice (Italy) Environmental Policy (International) Environmental Policy (United States) Environmental Policy (Hawai'i) Environmental Policy (Italy) Water Rights (United States – Federal) Water Rights (Hawai'i) Water Rights (Italy)</p>	<p>Torts, environmental law, environmental litigation, domestic ocean and coastal law, legal writing, and environmental law and policy</p>

<p>Baik, Tae-Ung; Associate Professor of Law; Chair, Pacific Asian Legal Studies Program</p>	<p>Civil rights (International) Civil rights (North Korea) Civil rights (South Korea) Criminal justice, Administration of (International) Criminal justice, Administration of (North Korea) Criminal justice, Administration of (South Korea) Criminal procedure (International law) Criminal procedure (North Korea) Criminal procedure (South Korea) Human rights (International) Human rights (North Korea) Human rights (South Korea) International criminal courts International crimes Reparations for historical injustices Transitional justice (International) Transitional justice (Korea)</p>	<p>International law; International criminal law; Human rights; Comparative law; Korean law</p>
<p>Barkai, John; Professor of Law; Co-Director, Clinical Law Program</p>	<p>Conflict management Dispute Resolution (Law) (United States) Education ((Study and teaching) Graduate (Simulation methods) Litigation (Settlement) (Hawai'i) Mediation (Cross-cultural studies) Negotiations (International)</p>	<p>Alternative Dispute Resolution; Evidence; Prosecution Clinic</p>

<p>Barnett, Daniel L.;  Professor of Law;  Director,  Legal Writing  Program</p>	<p>Communication in Law (United States)  Forms (Law) United States  Legal briefs (United States)  Legal composition (United States)  Legal documents (United States)  Legal Profession (United States)  Legal Profession (Hawaii)</p>	<p>Legal Writing; HELP  Incubator</p>
<p>Dan Blackaby</p>	<p>Legal research (Comparative)  Legal research (Foreign)  Legal research (International)  Legal Research (United States)</p>	<p>Legal Research;  Scholarly Research</p>

<p>Booth, Charles D.; Professor of Law; Director, Institute of Asian-Pacific Business Law</p>	<p>Bankruptcy (Law and legislation)(Comparative) Bankruptcy (Law and legislation) (United States) Bankruptcy (Law and legislation) (Hong Kong (China)) Bankruptcy (Law and legislation) (Pacific Asia) Commercial law (Comparative) Commercial law (United States) Commercial law (Hong Kong (China)) Consumer credit (United States) Corporate reorganization (Comparative) Corporate reorganization (United States) Corporate reorganization (Pacific Asia) Corporation law (United States) Corporation law (Pacific Asia) Corporation law (Comparative) Creditors rights (Pacific Asia) Development Banks (Pacific Asia) Debtor and creditor (Pacific Asia) Negotiable instruments (United States) Negotiable instruments (Pacific Asia)</p>	<p>Asian Pacific Insolvency Law; Asian Pacific Commercial Law; Secured Transactions; Corporate Reorganization; Equitable Remedies</p>
<p>Burkett, Maxine; Associate Professor of Law</p>	<p>Climatic Change (Law and legislation) (United States) Climatic Change (Law and legislation) (International) Civil Rights (Slavery Reparations) (United States) Civil Rights (Voting Rights) (United States) Environmental Law (International) Environmental Law (United States) Liability for climate change damages (International)</p>	<p>Climate Change Law &amp; Policy; Environmental Law; International Development; International Environmental Law; Torts</p>

<p>Callies, David; Professor of Law, Emeritus</p>	<p>City planning and redevelopment law (United States) Common interest ownership communities (United States) Customary law Economic Development (United States) Eminent domain (United States) Eminent domain (Public use) (United States) Land use (Law and legislation) (United States) Land use ( Water – supply) ( United States) Nature conservation easements (United States) Planned communities (Law and legislation) (United States) Privatization (United States) Real property (United States) Real property ( Hawai'i) Real estate development (United States) Right of Property (United States) Right of property (Hawai'i) Sustainable Development (United States)</p>	<p>State and local government; Real property, Land use</p>
<p>Chang, Williamson; Professor of Law</p>	<p>Corporation law (United States) Courts (United States) Criminal law (Due process of law) (United States) Estoppel (United States) Jurisdiction (United States) Jurisprudence (Buddhist influences) (United States) Law ( History) ( Hawai'i) Law (Interpretation and construction) (United States) Race discrimination (Hawai'i) State courts (United States) Water Rights (Hawai'i)</p>	<p>Corporations; Business Associations; Securities Regulations; Native Hawaiian Rights; Water Law; Conflicts of Law</p>

<p>Richard Chen, Associate Professor of Law</p>	<p>Civil Procedure (United States)  Civil Rights (United States)  Contracts (United States)</p>	<p>Contracts</p>
<p>Conner, Alison W. ;  Professor of Law, Emeritus</p>	<p>Business Enterprises  Commercial Law  Corporation Law Divorce (China) (Drama)  Justice, Administration of, in motion pictures  Law in motion pictures (China) Lawyers (China) (Biography)  Legal drama (Chinese) (History and criticism)  Legal Research (China)  Marriage in motion pictures (China)  Motion pictures (Government policy) (China)</p>	
<p>Randle DeFalco, Assistant Professor of Law</p>	<p>Criminal Law (Hawaii)  Criminal Law (United States)  Human Rights (International)  International criminal courts  International crimes  Reparations for historical injustices  Transitional justice (International)</p>	<p>Criminal Law:  International Criminal Law</p>

<p>Freeman, Andrea, Professor of Law</p>	<p>Constitution law (United States)  Food (Labeling) (Law and legislation) (United States)  Food alternation and inspection (Law and legislation) (United States)  Food industry and trade (Corrupt practices) (United States)  Food industry and trade (Government policy) (United States)  Food industry and trade (Safety measures) (United States)  Food law and legislation (United States)  Food supply (Government Policy) (United States)  Food supply (Law and Legislation) (United States)  Food supply (United States)  Genetically modified foods (Government policy) (United States)  Genetically modified foods (Law and Legislation)(United States)</p>	<p>Constitutional Law,  Federal Courts, Law  Thesis, Race, Culture  and Law</p>
<p>Forman, David M.,  Director of the  Environmental Law  Program  Faculty Specialist, Ka  Huli Ao Center for  Excellence in Native  Hawaiian Law</p>	<p>Environmental Law (United States – Federal)  Environmental Law (Hawai’i)  Environmental Policy (International)  Environmental Policy (United States)  Environmental Policy (Hawai’i)  Food industry and trade (Government policy) (United States)  Food industry and trade (Safety measures) (United States)  Food law and legislation (United States)  Food supply (Government Policy) (United States)  Food supply (Law and Legislation) (United States)  Food supply (United States)  Genetically modified foods (Government policy) (United States)</p>	<p>Administrative Law;  Appellate Advocacy;  Food Law and Policy;  Indigenous Law; Native  Hawaiian; Ocean Law;  Philippine Law;</p>

	Genetically modified foods (Law and Legislation) (United States)	
Krieger, Linda Hamilton, Professor of Law	Civil Procedure Discrimination in employment (Law and legislation) (United States) Labor laws and legislation (United States) People with disabilities (Legal status, laws, etc.) (United States) Sex discrimination in employment (Law and legislation) (United States) Sexual harassment (Law and legislation) (United States)	Employment Discrimination; Civil Procedure; American Legal Systems; Statutory Interpretation & Legislation
Ken Lawson, Co-Director, Hawaiian Innocence Project	Capital punishment (United States) Civil rights (United States) Criminal law (United States) Denial of justice (United States) Discrimination in judicial administration (United States) Legal Ethics Legal Profession (United States) Legal Profession (Hawaii) Justice, Administration of (United States) Race discrimination (United States)	Hawaii Innocence Project; Criminal Law; Professional Responsibility
Cory Lenz, Reference and Instructional Services Law Librarian	Courts (United States) Legal Research (United States) Legal Writing	Lawyering Fundamentals 1; Legal Research; Scholarly Research

<p>Levin, Mark; Professor of Law</p>	<p>Comfort women (Japan) Courts (Japan) History (Law) (Japan) Human trafficking (Japan) Jurisprudence (Japan) Justice, Administration of (Japan) Law Reform (Japan) Lawyers (Japan) Race Discrimination (Japan) Tobacco (Law and legislation) (Japan) Tobacco industry (Government policy) (United States) World War ( 1939 – 1945) ( Reparations ( Japan)</p>	<p>Asian – Pacific Law and Policy Journal; Civil Procedure; International Business Transactions; Japanese Business Law; Law &amp; Society in Japan; Legislation &amp; Statutory Interpretation; Sales Law; Second Year Seminar; International Business Lawyering in Asia; Advanced Readings in Japanese Law</p>
<p>Levinson, Justin D.; Professor of Law; Director, Culture and Jury Project; Deputy Director, Institute of Asian-Pacific Business Law</p>	<p>Bias (Law) (United States) Business Enterprises Capital punishment (United States) Commercial Law Corporation Law Criminal law (United States) Denial of justice (United States) Discrimination in judicial administration (United States) Due process of law (United States) Judicial process (United States) Jury (Psychology) (United States). Justice, Administration of (United States) Race discrimination (United States) Partnerships</p>	<p>Implicit Bias and the Law; Business Associations; Corporate Finance; Criminal Law; High Growth Entrepreneurship; Implicit Bias and the Law; Law and Psychology; Law Review; Law Thesis; Second Year Seminar</p>

<p>MacKenzie, Melody Kapilialoha; Professor of Law, Emeritus</p>	<p>Civil rights movements (Hawaiians) Fishery law and legislation (Hawai'i ) Hawaiians (Government Relations) Hawaiians (Housing) (Law and legislation) (Hawai'i ) Hawaiians (Land Tenure) Indigenous peoples (Hawai'i ) (Politics and government) Judges (Hawai'i ) Land titles (Hawai'i ) Land trusts (Hawai'i ) Sovereignty (Hawaiians)</p>	<p>Law Thesis; Moot Court Team: Native American; Native Hawaiian Rights; Native Hawaiian Rights Clinic; Second Year Seminar.</p>
<p>Matsuda, Mari; Professor of Law</p>	<p>Civil rights (United States) Constitutional Law Critical Legal Studies Equality (United States) Freedom of expression (United States) Freedom of Speech (United States) Hate Speech (United States) Hate Crimes (United States) Jurisprudence (United States) Practice of law (United States) Race discrimination (United States) Race relations - philosophy Sex discrimination (United States) Sexual Harassment of women (United States) Torts Women (Legal status, laws, etc.) (United States) Women lawyers (Hawaii)</p>	<p>Constitutional Law; Feminist Legal Theory; Organizing for Change: Anti- Subordination Theory and Practice; Peacemaking; Torts</p>

<p>Nicholas Mirkay, Associate Dean for Academic Affairs, Professor of Law</p>	<p>Charitable uses, trusts, and foundations (Hawaii) Charities (Corrupt practices) (Hawaii) Decedents' estates (United States) Estates (Law) (United States) Estate planning (United States) Executors and administrators (United States) Fraudulent conveyances (United States) Future interests (United States) Gifts (Taxation) (Law and legislation) (United States) Hawaii (Politics and government) (1959 - ) Inheritance and succession (United States) Inheritance and transfer tax (Law and legislation) (United States) Legal Ethics Legal Profession (United States) Legal Profession (Hawaii) Trusts and trustees (United States) Trusts and trustees (Taxation) (United States) Wills (United States)</p>	<p>Federal Income Tax; Non-profit Organizations; Trusts and Estates</p>
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<p>Nelson, Camille, Dean, Professor of Law</p>	<p>Criminal Law (United States) Race discrimination (Law and legislation) (United States) Critical legal studies (United States) United States (Race relations) (Philosophy) Critical legal studies Race discrimination (Law and legislation) Race relations (Philosophy)</p>	<p>Island Leadership</p>
<p>Okuhara, Keiko, Metadata Services Librarian</p>	<p>Legal research (Comparative) Legal research (Foreign) Legal research (International) Legal Research (Japan) Legal Research (United States)</p>	<p>Japanese Legal System and Legal Citation; Digital Archives; Metadata</p>
<p>Pang, Calvin G. C. ; Associate professor of Law; Co- Director, Clinical Law Program</p>	<p>Law school (United States) (Clinical education) Legal services (United States) Legal services (Hawaii) Legal aid (United States) Legal aid (Hawaii) Legal assistance to the poor (United States) Marriage law (United States) Mental health laws (United States) Mental health laws (Hawaii)</p>	<p>Children, Parents, and the Law; Client Counseling Team; Entrepreneurship &amp; Small Business Clinic; Family Law; Immigration Clinic; Legal Practice I; Legal Practice II; Second Year Seminar</p>

	<p>Practice of law (United States)  Practice of law (Hawaii)  Preventative law (United States)  Public interest law (United States)  Restorative justice (United States)  Sociological jurisprudence (Study and teaching)  Therapeutic jurisprudence (United States)</p>	
<p>Petersen, Carole J.;  Professor of Law;  Director, Spark M.  Matsunaga Institute  for Peace and  Conflict Resolution</p>	<p>Academic freedom (China) (Hong Kong)  Foreign workers (Legal status, laws, etc.) (China) (Hong Kong)  Gender identity (Law and legislation) (China) (Hong Kong)  Household employees (Legal status, laws, etc) (China) (Hong Kong)  Human rights (China) (Hong Kong)  Human Trafficking (Legal status, laws, etc.) (China) (Hong Kong).  Pay equity (Law and legislation) (China) (Hong Kong)  Public International Law  Race discrimination (Law and legislation) (China) (Hong Kong)  Sexual harassment (China) (Hong Kong)  Sex discrimination in employment (China) (Hong Kong)  Sex-oriented businesses (Legal status, laws, etc.) (China) (Hong Kong)  United Nations (General Assembly) (Universal Declaration of Human Rights)</p>	<p>Administrative Law;  Gender and Law;  International Law;  International Protection of Human Rights; Jessup International Moot Court Team; Second Year Seminar</p>

<p>Pietsch, James H.; Professor of Law; Director, University of Hawaii Elder Law Program; Pro Bono Faculty Advisor</p>	<p>Estate planning (United States) Estate planning (Hawai'i ) Guardian and ward (United States) Guardian and ward (Hawai'i ) Older people (Legal status, laws, etc.) (United States) Older people (Legal status, laws, etc.) (Hawai'i ) Terminal care (Ethical and moral aspects) (United States) Terminal care (Ethical and moral aspects) (Hawai'i )</p>	<p>Adv. Elder Law Clinic; Bioethics and the Law; Advanced Health Law; Health Law &amp; Ethics; Law, Aging and Medicine</p>
<p>Serrano, Susan K., Associate Director, Ka Huli Ao Center for Excellence in Native Hawaiian Law Director of Research and Scholarship, Ka Huli Ao Center for Excellence in Native Hawaiian Law Associate Faculty Specialist</p>	<p>Civil Rights Civil rights movements (Hawaiians) Oceania (Race relations) United States (Territories and possessions) United States (Foreign relations) (Hawai'i) Hawai'i (Foreign relations) (United States) Race discrimination (Law and legislation) (United States) Critical legal studies (United States) United States (Race relations) (Philosophy) Critical legal studies Race discrimination (Law and legislation) Indigenous Peoples</p>	<p>Colonialism; Citizenship; Pacific Island Legal Systems; Critical Race Theory, Native Hawaiian rights, Civil Rights, Puerto Ricans and U.S. law; Reparations; Implicit Bias.</p>
<p>Shek, Dina, Director, Health Law Policy Center- Community Projects Legal Director, Medical-Legal Partnership for Children in Hawai'i Faculty Specialist</p>	<p>Child Health Services – United States Health Planning Health Services Medical care, Cost of Medical policy Medical policy (United States) Medical care (United States) Social Control Policies Social Welfare</p>	<p>Health Law &amp; Policy; Children's Legal Status and Law; Social Justice</p>

<p>Skilling, Liam, Director of the Evening Part Time Program and Academic Success Associate Faculty Specialist</p>	<p>Remedies – Law – United States</p>	<p>Remedies</p>
<p>Soifer, Aviam; Professor of Law</p>	<p>Constitution law (United States)  Evidence (Law)  Federalism  Freedom of association (United States)  Jewish law  Judicial activism  Jurisprudence  Legislative power  Peonage  Regulatory taking (Law)  Slavery (Law and legislation) (United States)  United States (Constitution) (13th Amendment)  United States Supreme Court</p>	<p>Framing Law and Native Struggles in Modern Hawaii; Current Civil Rights Issues; Constitutional Law I; Constitutional Law II; Law Review; Law Thesis; Legal Practice II; Second Year Seminar.</p>
<p>Sproat, D. Kapua'ala ; Professor of Law, Director, Ka Huli Ao Center for Excellence in Native Hawaiian Law and the Environmental Law Clinic</p>	<p>Fishery policy (Hawaii)  Hawaiians (Government relations)  Indigenous peoples (Legal status, laws, etc.)  Environmental law  Hawaiians (Civil rights)  Shore protection (Law and legislation) (Hawaii)  Shorelines (Law and legislation) (Hawaii)  Water (Law and legislation) (Hawaii)  Water resources development (Hawaii)  Water rights (Hawaii)</p>	<p>Environmental Clinic; Current Hawaii Water Issues; Environmental Litigation Seminar, Second Year Seminar; Native Hawaiian Law &amp; Emerging Water Issues</p>

<p>Szymczak, Victoria J.; Associate Professor of Law; Director, Law Library</p>	<p>Legal research (Comparative) Legal research (Foreign) Legal research (International) Legal Research (United States) Library Administration Public International Law Space Law (United States) Space Law (International)</p>	<p>Legal Research; International, Comparative, and Foreign Legal Research; Jessup Moot Court Team; Space Law Moot Court Team</p>
<p>Wallsgrave, Richard; Assistant Professor of Law; Interim Director of the Energy Justice Program</p>	<p>Business Enterprises Coastal zone management (Law and legislation) (United States) Climate Change (Legal Aspects) (Hawai'i) Commercial Law Corporation Law Environmental Law (United States – Federal) Environmental Law (Hawai'i) Indigenous peoples (Legal status, laws, etc.) Partnerships Water Rights (United States – Federal) Water Rights (Foreign) Water Rights (Hawai'i) Water Rights (International)</p>	<p>Environmental Law; Lawyering Fundamentals; Business Associations; Energy Law</p>

## Appendix 2 AALL Principles and Practices for Licensing Electronic Resources



AALL Principles & Practices for Licensing Electronic Resources  
Approved by the AALL Executive Board April 2018

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## BACKGROUND

In 1997, the American Association of Law Libraries (AALL) joined with five other library associations to draft principles for licensing electronic resources. These principles had the dual purpose of guiding libraries in their negotiations for access to electronic resources and informing vendors and publishers of digital information about the licensing issues important in the library context. In 2004, the *Principles for Licensing Electronic Resources* were revised by a Special Committee appointed by AALL President Carol Avery Nicholson in 2002. The revised *Principles* reflected both the rapidly shifting landscape of digital information and evolving user needs as a result of enhanced technologies. In 2011, AALL President Darcy Kirk appointed a Library Procurement Process Improvements Task Force. This Task Force was directed, in part, to “Update the *Principles for Licensing Electronic Resources*, paying particular attention to new developments in vendor licensing practices and to providing model language for basic licensing provisions.” At that time, the title was changed to *Procurement Toolkit and Code of Best Practices for Licensing Electronic Resources* and several appendices were added.

In 2017, another AALL Special Committee was appointed by AALL President Ronald E. Wheeler Jr. to review and update both the *Procurement Toolkit and Code of Best Practices for Licensing Electronic Resources* and the [AALL Guide to Fair Business Practices for Legal Publishers](#). In the years since the initial drafting of this document, the process of licensing electronic resources has become more uniform. Model license agreements and sample clauses developed by several library consortia have gained widespread acceptance and adoption by libraries and information vendors alike. Where once there was little commonality from one vendor’s license agreement to the next, today many are strikingly similar. However, licensing electronic resources for libraries remains a complex and legalistic process.

With this most recent installment comes an updated name: *AALL Principles & Practices for Licensing Electronic Resources*. These principles and practices provide guidance to both librarians and vendors engaged in the licensing process. In addition to the principles, the following materials, intended as a toolkit for anyone involved in library procurement, are supplied:

- Appendix A—Checklist for Licensing Electronic Resources
- Appendix B—Resources for Licensing Terms and Definitions
- Appendix C—Resources for Sample Clauses and Model License Agreements
- Appendix D—Bibliography Licensing and Procurement of Electronic Resources
- Appendix E—Bibliography: Accessibility of Electronic Resources
- Appendix F—Procurement Process Checklist for Law Libraries

## INTRODUCTION

A license is an agreement *negotiated* by the parties involved. Once the parties have agreed to terms, the license is a legal and binding contract between them. A contract is “[A]n agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law.” [*Black’s Law Dictionary*, 7th edition, 1999.]

License agreements regulating the use of electronic resources govern the relationship between the licensee (the library or user of the content) and the licensor (publisher, vendor, or aggregator of the content). In a typical situation, the licensor will present its standard license agreement to the licensee. This is just the first step in the license negotiation process. Because both parties will be bound by the license terms, each party should review the license carefully and *be prepared to negotiate* in good faith to reach a satisfactory agreement. The terms of the final agreement should be committed to in writing, and neither party should rely on verbal agreements or commitments. If the parties cannot agree on key issues in writing, the license should not be signed.

In the area of licensing electronic resources, failure on the part of the licensee 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;
- sudden termination of the contract due to inappropriate use by a member of the user community; ■ unexpected cancellation or renewal notification requirements or automatic renewals and fee increases; ■ access restrictions that cannot be supported by your technical or administrative infrastructure.

Given the obligations that a contract creates for an institution and the possible liability associated with not meeting those obligations, in many institutions the authority to sign contracts resides in a specific office or with an officer within the institution (e.g., the purchasing department, legal counsel's or vice president's office, or the library director's office). In some institutions, a library staff member may be delegated the authority to sign license agreements. 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 licensed resource. Library staff involved in license negotiations should be well informed of the anticipated uses that are essential to their library's user community (e.g., interlibrary loan, downloading, or data mining).

**The following principles and practices, along with the appended toolkit materials, are meant to provide guidance to library staff working with others in their own institution and with third-party licensors to reach agreements that respect the rights and obligations of both parties. Library staff engaged in the procurement process should also be familiar with the [AALL Guide to Fair Business Practices for Legal Publishers](#) and the [Committee on Relations with Information Vendors \(CRIV\) tools](#).**

## PRINCIPLES & PRACTICES FOR LICENSING ELECTRONIC RESOURCES

### SECTION I—LICENSING PREPAREDNESS

**DESCRIPTION:** Academic, law firm, and government libraries are all involved in licensing electronic resources. It is the expectation of all parties to a license agreement that negotiations throughout the process be conducted openly and in good faith.

**PRACTICE #1:** If negotiation, licensing, and procurement are carried out by a department outside the library, representatives of the library should work for clear communication between the departments so that the library's needs are understood and well-represented.

**PRACTICE #2:** A license is a contractual agreement between the licensor and the licensee for purchase or use of an information resource by the licensee's authorized users. Parties to a license agreement should be familiar with the elements of a legal contract.

**PRACTICE #3:** All parties should maintain good faith in negotiating a license. It is important to carry out the process as openly as possible to achieve fairness and to develop best practices. A confidentiality or nondisclosure agreement should not be a prerequisite to a license agreement.

#### **PRACTICE COMMENT:**

- a. The licensor should inform the licensee of the existence of previously purchased products by other departments to avoid possible duplication or redundancy of access within the same organization. For

example, in an academic institution, the licensor should tell the licensee that another college has a license for the same product.

**PRACTICE #4:** Vendors should be open and transparent in their pricing structure and provide accurate and relevant pricing information.

**SECTION COMMENTS:**

- a. A nondisclosure agreement is a contract provision that requires the licensee and/or licensor to refrain from making public certain information, such as terms, price, and access restrictions.
- b. Law firm libraries may require a confidentiality or nondisclosure clause intended to protect client information.  
This is not the type of nondisclosure anticipated by Practice #3 above.
- c. Academic, State, Court, and County law libraries may be subject to external disclosure requirements, imposed by state or federal government, and thereby prohibited from entering into nondisclosure agreements.

**SECTION II—LICENSE COMPONENTS**

**DESCRIPTION:** From the vendor’s perspective, licensing content is the distribution of the vendor’s intellectual property to a third party. The distribution of the content is in exchange for a fee. Legally, licensing content requires that the licensor and the licensee agree by contract to each party’s rights and obligations, including authorized users, permitted uses, terms of usage, length of access rights, and other terms governing the use of the vendor’s content.

A written license agreement, signed by both parties, should represent all negotiated terms and conditions. Agreements should not reference terms and conditions contained in additional documentation, such as terms posted on a website. This practice, known as incorporation by reference, can result in compliance problems for all parties and for authorized users.

**PRACTICE #1:** A license agreement should be written in clear, non-technical language. Terms that could be ambiguous or subject to interpretation should be defined within the agreement to reflect the parties’ intent.

**PRACTICE #2:** Any amendment or change to the terms of an agreement requires written notice and formal agreement between the parties. The agreement should stipulate how much notice is required and how agreement of the parties will be registered (email, mail, etc.).

**PRACTICE #3:** A license agreement should clearly and unambiguously identify the particular content that is the subject of the agreement.

**PRACTICE #4:** A license agreement or appended pricing document should clearly and unambiguously state all costs and fees associated with the acquisition of the content.

**PRACTICE #5:** A license agreement should state clearly whether the access rights being acquired by the licensee are for permanent use and ownership of the content or are subscription-based access rights only.

**PRACTICE #6:** A license agreement should state clearly the period of time for which access rights are acquired.

**PRACTICE COMMENTS:**

- a. Short-term license agreements should be considered as a strategy to meet research needs while managing limited fiscal resources.

- b. A short-term license agreement could also allow a library to evaluate demand for a product before committing to a long-term contract.
- c. A multi-year license agreement should reflect a greater discount or fixed pricing in consideration for the longer term commitment.

**PRACTICE #7:** Incorporation by reference is discouraged. A license agreement should not reference terms and conditions outside of the written agreement, such as terms posted on a website. If any such terms must be referenced in the license agreement but are not included in their entirety within the contract, they should be carefully reviewed. The referenced outside document should not contain conflicting terms.

**PRACTICE #8:** Neither party should rely on verbal assurances or understandings. A license agreement, along with any appendices, addendums, or attachments, should comprise the whole of the agreement between the parties. All agreed terms should be incorporated into the written agreement.

**PRACTICE #9:** A license agreement should not require the licensee to adhere to unspecified terms in a separate agreement between the licensor and a third party, such as a publisher or other copyright holder, unless the terms are fully reiterated in the current license or fully disclosed and agreed to by the licensee.

**PRACTICE #10:** The terms of the license should be considered fixed at the time the license is signed by both parties. If the terms are subject to change (e.g., scope of coverage, method of access), the agreement should require the licensor or licensee to notify the other party in writing 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.

**PRACTICE COMMENT:**

- a. Appropriate notification by the licensor to the licensee is necessary for any material changes in content, expiration or cancellation of the contract, changes to price, or any other modification for which the library requires notification. The agreement should state both the amount of notice required (30 days, 60 days, etc.) and the method of notice that is acceptable to the parties (written, email, etc.).

**PRACTICE #11:** Bundling is a marketing strategy that allows the vendor to offer several products and/or formats for sale as one combined product. A license agreement should state the financial relationship, if any, between the electronic resources being licensed and any equivalent publications in other formats.

**PRACTICE #12:** A license agreement should require the licensor to comply with the Americans with Disabilities Act by supporting assistive software in a manner consistent with best practice guidelines and industry standards. The licensor should also ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility.

### SECTION III—AUTHORIZED USE AND AUTHORIZED USERS

**DESCRIPTION:** The library licenses access to electronic resources on behalf of end users. When negotiating licensing agreements, the licensee should have a complete understanding of who will use the resource and how the end users expect to use the licensed materials. The license terms should reflect all anticipated uses and clearly state any limitations on use of the licensed content. Limitations on use imposed by the licensor should be reasonable and not impede the end user's ability to fully utilize the licensed materials.

**PRACTICE #1:** The license agreement should clearly identify all classes of anticipated authorized users.

**PRACTICE COMMENT:**

- a. Possible authorized users include students, visiting scholars, faculty (full-time, part-time, adjuncts), staff, alumni, members of the bench and bar, clients, members of the public, interns, summer associates, named attorneys, and attorneys assigned to a particular practice group.

**PRACTICE #2:** The contracting parties to an agreement should be clearly identified in the agreement as licensee and licensor. Authorized users may or may not be parties to the agreement, depending on the type of library.

**PRACTICE COMMENTS:**

- a. In an academic or public law library, a license agreement should not require authorized users to enter into independent agreements with the licensor through the use of click-through agreements.
- b. An agreement should identify the manner in which authorized users will be notified of the license terms.

**PRACTICE #3:** The licensee should be willing to undertake reasonable and appropriate methods to notify authorized users of the terms of access to a license resource and to enforce those terms. Enforcement of the terms of a license agreement must not violate the privacy and confidentiality of authorized users.

**PRACTICE #4:** The licensee should be responsible for establishing policies under which authorized users make appropriate use of licensed resources.

**PRACTICE #5:** A license agreement should not hold the licensee liable for unauthorized uses of the licensed resource by its authorized users, as long as the licensee has implemented reasonable and appropriate methods to notify its user community of use restrictions.

**PRACTICE #6:** 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 reasonable time for the licensee to investigate and take corrective action, if appropriate.

**PRACTICE #7:** A license agreement should clearly state the permitted uses of the electronic resource. The licensee should be sure the agreement reflects all anticipated uses, including but not limited to printing, downloading, copying, mobile access, electronic reserves, scholarly sharing, interlibrary loan, inclusion in document management systems, and the development of course packs.

**PRACTICE #8:** Licensors should agree that occasional and irregular use of limited portions of the licensed materials for inclusion in organization documents, communications to members of the organization or clients, or incorporation into government agency or court filings is permitted.

**PRACTICE #9:** A license agreement should specify the means of authentication and access to the electronic content available to authorized users.

**PRACTICE #10:** A license agreement should not require the use of an authentication system that creates an unnecessary barrier to access by authorized users.

**PRACTICE #11:** A license agreement should recognize the affiliation of authorized users within a given library or institution, regardless of users' physical location, and should allow for routine remote access to licensed electronic information resources.

**SECTION COMMENTS:**

- a. It is desired that if a vendor provides mobile access:

i. Mobile users will have the same rights of access to content as non-mobile users; ii.

Content will be compatible across platforms;

iii. Where content is licensed for a specific number of seats/users, a single user accessing content on multiple platforms should be counted as one seat/user.

## SECTION IV—COPYRIGHT AND INTELLECTUAL PROPERTY

**DESCRIPTION:** As information technology evolves, the laws governing intellectual property change to keep pace. Licensees must be aware of their organization’s rights and obligations under current copyright law.

**PRACTICE #1:** A license agreement should recognize and not restrict, abrogate or circumvent the rights of the licensee or its user community permitted under copyright law, including but not limited to the fair use provisions of Section 107 of the U.S. Copyright Act (17 U.S.C. 107) and the interlibrary loan provisions of Section 108 of the U.S. Copyright Act (17 U.S.C. 108).

**PRACTICE #2:** A license agreement should support the practice of Interlibrary Loan (ILL) of digital resources. Using electronic, paper, or intermediated means, licensee may fulfill ILL requests from other institutions. Licensee agrees to fulfill such requests in compliance with Section 108 of the U.S. Copyright Act (17 U.S.C. 108).

**PRACTICE #3:** A license agreement should not limit the rights of the licensee to use public domain content in any way, even when such content is included as part of the licensor’s proprietary resource.

**PRACTICE #4:** A license agreement should recognize the intellectual property rights of the licensee, the licensor, and any relevant third party.

**PRACTICE #5:** 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, trademark, or trade secret of any third party.

**PRACTICE #6:** A license agreement should recognize and accommodate reasonable and appropriate uses in an academic environment, including but not limited to electronic reserves, course packs, scholarly sharing, institutional archiving, text and data mining for academic research, and copies made for classroom teaching.

### SECTION COMMENTS:

- a. Law Firms that make filings at the U.S. Patent and Trademark Office (USPTO) that contain copyrighted material should consult the USPTO General Counsel’s Memorandum of January 19, 2012, “USPTO Position on Fair Use of Copies of NPL Made in Patent Examination,” for guidance on the payment of copyright fees.

## SECTION V—ARCHIVING

**DESCRIPTION:** Libraries provide both current and historical information for their users, and recognize a professional responsibility to preserve information for future generations. Information provided in a digital format presents unique challenges for preservation. A license agreement should address the issues related to long-term storage and access of the licensed materials.

**PRACTICE #1:** When permanent use of a resource has been licensed, the licensor should provide a usable archival copy of the licensed content, including any necessary interface. The license should specify the delivery format of the archival copy, and the conditions under which the licensee may access or refer users to the archival copy.

**PRACTICE #2:** When subscription-based or renewable use of a resource has been licensed, a license agreement should specify what, if any, access to the licensed material would continue to be available after the subscription period lapses.

**PRACTICE #3:** A license agreement should authorize the licensee to hold an archival copy of the licensed materials, to be maintained as a backup or archival copy during the entire term of the agreement. Such copy may be provided by the licensor or created by the licensee.

**PRACTICE #4:** A license agreement should specify who has permanent archival responsibility for the licensed content.

**SECTION COMMENTS:**

- a. Many factors can impact the uninterrupted delivery of electronic data. Systems can fail; vendors can fold, merge, or get acquired; and data can erode. For critical data, a library should have archival rights.
- b. In intellectual property, product liability and other cases, access to content as it existed on key dates can have an economic value. In the same way that a patron would use a previous version of a book to establish liability of a current entity, archived versions of electronic content can be a critical part of fact finding.
- c. A third party may be designated to maintain a permanent archival copy.

**SECTION VI—USAGE TRACKING AND USER PRIVACY**

**DESCRIPTION:** Protecting the confidentiality of users is a major tenet of librarianship. Usage statistics are an important metric in collection development decisions. Usage details also aid law firms in cost management and recovery. Statistics can assist both licensees and licensors in evaluating demand and negotiating acceptable terms. However, the tracking, collection, and storage of user data by information vendors is of concern to library professionals because of the importance of protecting the privacy of users as well as their research products.

The laws and regulations of all relevant jurisdictions should guide licenses that cover multiple branches or user types. Agreements should require that information about research activity linked to individual users remain confidential. To cover the risk of a data compromise or breach, licensees may wish to include contract language specifically relating to indemnification.

**PRACTICE #1:** A license agreement should describe the usage statistics collected or generated by the licensor or any third parties as well as the means available for the licensee or its designee to access those statistics.

**PRACTICE #2:** 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.

**PRACTICE #3:** Information providers should not collect or store user-specific usage information.

**SECTION COMMENTS:**

- a. Usage statistics aid both the licensee and licensor in maximizing the use of resources.
  - i. Low usage may suggest any of the following: demand for the content is low, resource is not easily discoverable, interface may not be user-friendly, marketing efforts of either licensee or licensor may need attention, or additional training may be required.
  - ii. High usage may suggest any of the following: excellent content, institutional preference or product popularity, or false positives generated by federated search tools.

- iii. Usage statistics alone are insufficient to determine the value of a resource to a subscribing library. Statistics that seem either too high or too low require further investigation.
- b. Licensors should strive to provide usage statistics that are COUNTER or SUSHI compliant usage statistics.
- c. Law libraries may also track metrics through third party resources such as Priory Solutions Research Monitor, or Lucidea's Lookup Precision. Licensors should still provide usage statistics.
- d. Law libraries and vendors can partner together to make better use of resources by using aggregated usage data. Training for resources can be adapted based on usage data as well.

## SECTION VII—TERMINATION/RENEWAL

**DESCRIPTION:** A license agreement will carry a specific expiration date. In the event that all parties carry out their rights and obligations accordingly, the license will terminate on that date. The parties are then free to renegotiate. An agreement might also contain an automatic renewal clause. This sets forth the terms under which the original agreement will remain in place after the initial term expires, without further negotiation. An agreement should also anticipate other circumstances under which termination of the agreement could occur, including a breach by either party.

**PRACTICE #1:** A license agreement should clearly state the terms and conditions for renewal and termination.

**PRACTICE #2:** A license agreement should provide termination and/or renewal rights that are acceptable to each party.

**PRACTICE #3:** A license agreement should clearly identify the acts that constitute a breach, as well as the remedies available to the parties in the event of a breach.

**PRACTICE #4:** A license agreement should specify the financial obligations of both parties in the event that either party terminates the license.

**PRACTICE #5:** Automatic renewal should not be assumed in the absence of specific licensing language.

### SECTION COMMENTS:

- a. The parties should consider including an escape clause provision. An escape clause may be needed if significant changes occur within an organization, such as a material change in budget, revenues/appropriations, headcount/FTE, or mission shift or merger of either party. The agreement should clearly define what constitutes a material change.
- b. Automatic renewals may create efficiencies and streamline some work processes. However, the agreement should clearly define the terms for the parties to invoke or reject an automatic renewal.

## SECTION VIII—DISPUTE RESOLUTION

**DESCRIPTION:** Parties to a license agreement who have a conflict resulting from their agreement may wish to choose alternative dispute resolution before litigation.

**PRACTICE #1:** A license agreement should allow for the use of alternative dispute resolution to resolve any conflicts that may arise in relationship to the agreement.

**PRACTICE #2:** A license agreement should stipulate the rights and obligations of the parties in the event of a dispute.

**PRACTICE #3:** A license agreement should state the choice of law and choice of venue by which the parties will be governed in the event of a dispute.

## SECTION COMMENTS:

- a. The agreement should specify how an arbitrator or referee will be selected and the party responsible for fees.
- b. If the parties are not able to agree on choice of law and/or choice of venue, one strategy is for the agreement to remain silent on these issues. In the event of a dispute, these issues would be resolved in the course of litigation.
- c. Academic, public, and government libraries often have dispute resolution terms that are dictated by statute or regulation.

## SECTION IX—WARRANTIES/QUALITY OF SERVICE

**DESCRIPTION:** A warranty provides assurance that a fact upon which a party relies is true, so that the relying party does not have to discover that fact for himself. A party that grants a warranty effectively indemnifies the other party from harm or loss if the warranty is not honored. A license agreement might also contain warranty disclaimers or limitations.

**PRACTICE #1:** A license agreement should state the warranties extended by the licensor to the licensee with respect to the licensed content.

**PRACTICE #2:** A license agreement should state the limitations on warranties between the licensee and licensor.

**PRACTICE #3:** A license agreement should state the terms of compensation between licensee and licensor in the event that the warranty is not met or the quality of service falls below reasonable standards.

## APPENDIX A: CHECKLISTS FOR LICENSING ELECTRONIC RESOURCES

### LICENSING PREPAREDNESS

The library has identified the individual(s) with the authority to negotiate/review the license agreement.

The library has identified/defined all authorized users for the resource.

The library has defined the required or acceptable uses for the resource.

The library has identified/defined the non-negotiable requirements in the contract (e.g., non-disclosure agreement, state/federal law requirements, etc.)

### LICENSE COMPONENTS

The license is written in clear, non-technical language. If not, consider requesting a revised license.

The license clearly identifies the content subject to the agreement.

The licensee has identified/defined all non-negotiable terms of the license.

Any external documents or terms referenced within the license agreement have been clearly identified and made available to the licensee.

The license clearly states access rights of the licensee as either permanent ownership or subscription-based rights.

The license clearly states the time period for access rights.

The license allows for an appropriate length of time for notification by the vendor of any changes to content, price, the expiration of the contract, etc.

The license clearly states that the licensor shall communicate any changes to the terms and conditions in writing, and that any such changes are subject to acceptance by the licensee. Use of a resource does not constitute acceptance of any revised terms.

The license clearly states that licensed resources comply with the Americans with Disabilities Act by supporting assistive software in a manner consistent with best practice guidelines and industry standards.

#### AUTHORIZED USE AND AUTHORIZED USERS

The license agreement identifies all classes/types of authorized users.

The license reflects that authorized users are governed by the terms of the license, but are not parties to the agreement.

The terms of the license do not violate the privacy and confidentiality of authorized users.

The license clearly states policies under which authorized users can make appropriate use of licensed resources.

The license does not hold the licensee liable for unauthorized use of the licensed resource by its users as long as the licensee acts in good faith to uphold the terms of the license.

The license requires the licensor to give the licensee notice of any alleged license violation, and reasonable time for investigation and to correct the violation.

The license clearly states the permitted uses of the licensed resource.

The license specifies the means of authentication and access to the licensed content.

The license allows for remote access to licensed content by the affiliation of users within a library or institution.

#### COPYRIGHT AND INTELLECTUAL PROPERTY

The license agreement recognizes and does not restrict, abrogate or circumvent the rights of the licensee or its authorized users permitted under copyright law, including but not limited to the fair use provisions of Section 107 of the U.S. Copyright (17 U.S.C. 107) and the interlibrary loan provisions of Section 108 of the U.S. Copyright Act (17 U.S.C. 108).

The license supports the practice of Interlibrary Loan (ILL) of the licensed content.

The license does not limit the use of public domain content.

The license recognizes the intellectual property rights of the licensee, the licensor, and any relevant third party.

The license requires the licensor to defend, indemnify, and hold the licensee harmless from any action based on a claim that the use of the licensed content infringes any patent, copyright, trademark, or trade secret of a third party.

The license recognizes and accommodates academic uses, including but not limited to electronic reserves, course packs, scholarly sharing, institutional archiving, text and data mining for research purposes, and copies made for classroom teaching.

#### ARCHIVING

Permanent use of a licensed resource:

The license requires the licensor to provide a usable archival copy of the licensed content.

The license specifies the delivery format of the archival copy of licensed content.

Subscription-based or renewal use of a licensed resource:

The license specifies what licensed content will continue to be available after the subscription period ends.

The license authorizes the licensee to hold an archival copy of the licensed content as a backup during the length of the agreement.

The license specifies who has permanent archival responsibility for the licensed content.

#### USAGE TRACKING AND USER PRIVACY

The license clearly defines what usage statistics are needed and in what format by the licensee.

The license specifies the type of statistics collected, how often statistics are collected, and how they are accessible by the licensee.

#### TERMINATION/RENEWAL

The license clearly states the terms and conditions for renewal and termination.

The license clearly identifies the acts that constitute a breach of contract, and the remedies available to all parties.

The license clearly states whether the license will be automatically renewed unless the licensor has been notified within a specified number of days prior to the end of the agreement.

#### DISPUTE RESOLUTION

The license allows for the use of alternative dispute resolution to resolve any conflicts.

The license clearly states the rights and obligations of all parties with respect to dispute resolution.

The license states the choice of law and choice of venue by which all parties will be governed or remains silent and is resolved in the course of litigation.

#### WARRANTIES/QUALITY OF SERVICE

The limitations on warranties extended in the license are acceptable to the licensee.

The terms of compensation offered in the license in the event that the licensed material is unavailable are acceptable to the licensee.

Institutional requirements of all warranty provisions or disclaimers are included in the license.

## APPENDIX B: RESOURCES FOR LICENSING TERMS AND DEFINITIONS

### WEBSITES

- ■ [Serials Acquisitions Glossary](#), ALA Association for Library Collections & Technical Services
- ■ [LIBLICENSE Licensing Vocabulary](#), Center for Research Libraries
  - ■ [Descriptions of terms and sample clauses](#)

### BOOKS

- ■ Lipinski, Tomas A. “A Basic Licensing Glossary,” in *The Librarian’s Legal Companion for Licensing Information Resources and Services*, 397-513. Chicago: Neal-Schuman, 2013.

## APPENDIX C: RESOURCES FOR SAMPLE CLAUSES AND MODEL LICENSE AGREEMENTS

### WEBSITES

- Big Ten Academic Alliance—[Standard language for select topics for inclusion in agreements](#) between vendors and member libraries.
- California Digital Library (CDL)—[comprehensive database of agreements](#) to which they are or have been a party, including [confidential license agreements](#) have been redacted. This is a great source of sample language, definitions, and clauses for librarians involved in licensing. The agreements cover hundreds of different resources from a wide range of providers and range from a single page to more than 30 pages.
- Center for Research Libraries—Launched in 1997, LIBLICENSE offers licensing terms and descriptions with [sample language](#) and a good [glossary of licensing terms](#).
- NELLCO Law Library Consortium—[Standard License Agreement 2017](#)
- National Information Standards Organization—[SERU: A Shared Electronic Resource Understanding](#). A recommended practice of the National Information Standards Organization, NISO RP-7-2012 (Baltimore, MD: National Information Standards Organization, 2012).
- NorthEast Research Libraries Consortium (NERL)—[Model License](#)
- Ontario Council of University Libraries (OCUL)—[Model Licenses for Electronic Books; Local Archiving and Hosting; and Electronic Journals and Databases License](#), updated periodically.
- Ringgold, Inc.—maintains a [set of public domain model licenses with commentary](#). The site includes six unique agreements by institution type:
  - Single Academic Institution License
  - Academic Consortia License
  - Public Libraries License
  - Corporate and other Special Libraries License
  - E-book (and journal archive purchase) License
  - 30/60 Day Free Trial License

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- [Licensing Digital Content: A Resource for Librarians](#), LIBLICENSE, Center for Research Libraries (CRL)
- [Deal or No Deal Licensing and Acquiring Digital Resources: License Negotiations](#), LLRX.com
- [Deal or No Deal Licensing and Acquiring Digital Resources: Deal Breaking License Clauses](#), LLRX.com
- [SERU: Shared Electronic Resource Understanding](#), National Information Standards Organization (NISO)
- [Subject Matter and Scope of Copyright](#), Copyright Law of the United States, U.S. Copyright Office
- [USPTO Position on Fair Use of Copies of NPL Made in Patent Examination](#), Office of the General Counsel, U.S. Patent and Trademark Office
- [California Digital Library Licensing Guidelines](#), University of California

## APPENDIX E: BIBLIOGRAPHY—ACCESSIBILITY OF ELECTRONIC RESOURCES

### ARTICLES

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- J. J. Pionke, “Beyond ADA Compliance: The Library as a Place for All.” *Urban Library Journal*, v. 23, no. 1, Article 3, pp. 1-17 (2017).
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- Cunningham, Katie. *Accessibility Handbook: Making 508 Websites for Everyone*. Sebastopol, CA: O’Reilly, 2012.
- Horton, Sarah and Whitney Quesenbery. *A Web for Everyone: Designing Accessible User Experiences*. Brooklyn, NY: Rosenfeld Media, 2015.

## WEBSITES

- [Accessibility Testing](#), W3C
- [Model Licensing: Accessibility](#), Association of Research Libraries
- [Web Content Accessibility Guidelines \(WCAG\) Overview](#), Web Accessibility Initiative

## APPENDIX F: PROCUREMENT PROCESS CHECKLIST FOR LAW LIBRARIES

- Identify an information need
- Investigate market and evaluate competing products
- Check with consortia
- Establish trial(s)
- Enter resource(s) into ERM process/workflow
- Market to potential users during trial period
- Make acquisition decision at close of trial(s)
- Consider whether resource lends itself to Shared Electronic Resources Understanding (SERU) alternative to licensing
- Negotiate license agreement (see [Appendix A: Checklists for Licensing Electronic Resources](#))
- Market and promote resource to users
- Monitor ongoing access and use
- Evaluate return on investment
- Renew or renegotiate term

