# **Caul consortium – Provider selected licence terms and policies 2022**

To assist CAUL Consortium Members with rapidly confirming key licence terms, it would be appreciated if the following form could be completed and returned along with the Offer Submission. Please save the form with a file name: <vendor/publisher name 2022 licence terms>.

**VENDOR NAME:**

1. Please mark either yes or no in the table; if unable to confirm either way, please include an explanation with the text of the clause.
2. Copy and paste the text of the relevant clause, with the clause number, for verification purposes.

|  |  |  |  |
| --- | --- | --- | --- |
| Provider name: |  | Agreement: |  |
| Provider contact: |  | Agreement Period: |  |

|  |  |  |
| --- | --- | --- |
| Licence includes these terms: |  | Clause number and relevant text from licence agreement: |
| Alumni access: | [ ] Included for all authorised users at no extra charge[ ] Included for authorised users for an additional fee[ ] No option for Alumni access |  |
| Authorised users include all institutional campuses (onshore and offshore) without additional cost. For clarity examples of off-shore users are:- Online course, user lives overseas.-user physically enrolled locally, but overseas access.- user enrolled in an overseas campus.*(Please note, for 2022 subscription year agreements, CAUL may choose to not to accept agreements which includeadditional fees for overseas campuses.)* | [ ] Yes.[ ] No |  |
| Authorised users include walk-in users.*(Please note, for 2022 subscription year agreements, CAUL may choose not to accept agreements which do not allow walk-in users.)* | [ ] Yes [ ] No |  |
| Text and Data Mining allowed | [ ] Yes[ ] No |  |
| Confidentiality clause included for license terms.*(Please note, for 2022 subscription year agreements, CAUL may choose not to accept agreements which include confidentiality terms.)* | [ ] None [ ] Pricing [ ] License[ ] Pricing and License |  |
| Resource Sharing Allowed(Please note [CAUL Model Clause for Resource Sharing](https://www.caul.edu.au/programs-projects/content-procurement-services/consortium-vendors) is preferred) | [ ] Yes [ ] Yes, CAUL Model Clause[ ] No |  |
| Course Packs | [ ] Print only[ ] Electronic only[ ] Print and Electronic[ ] Not Allowed |  |
| Licensee agrees to indemnity for breaches only if it has contributed to, ignored, or failed to remedy, breaches by authorised users after a reasonable notification period. | [ ] Yes[ ] No |  |
| Does your organisation provide notification prior to shutting down any access due to suspected misuse?Detail how suspected misuse of content is handled and how requests for unblocking are handled efficiently, considering time zone differences affecting Australia and New Zealand. Please also list relevant clauses. | [ ] Yes[ ] No |  |
| Post-termination access included for all titles in subscribed years of package.If Post-Termination access in only provided to some titles within a package, please provide further details. | [ ] Yes[ ] No |  |
| 30 Day Notice period, including notice period for non-renewal (Notice periods of more than 30 days will not be accepted) | [ ] Yes[ ] No |  |

**Policy and other areas:** Please provide details of your organisation's policy. Feel free to provide links to websites detailing policy where appropriate.

|  |  |  |
| --- | --- | --- |
| Policy  |  | Details |
| Sustainability Policy: Please confirm if your organisation has a sustainability policy, and provide a link or details. | [ ] Yes[ ] No |  |
| WCAG: Please confirm current WCAG status for content platforms.*If none, or WCAG 2.0, please provide details on what steps are being taken to achieve WCAG 2.1 and when it will be achieved by.* | [ ] WCAG 2.1[ ] WCAG 2.0[ ] None |  |
| Please confirm if your organisation has a privacy policy, and provide a link or details. | [ ] Yes[ ] No |  |
| Please confirm if end user account registration is optional or compulsory | [ ] Optional[ ] Compulsory[ ] Na |  |
| Does your organisation have a data breach process. If yes please provide a link or details. | [ ] Yes[ ] No |  |
| Privacy: Please confirm applicable jurisdiction for privacy policy | [ ] Australia[ ] New Zealand[ ] UK[ ] US[ ] Other (Please specify) |  |
| What attributes are required for authentication workflows? | [ ] None[ ] Name[ ] Email[ ] Other (Please specify) |  |
| Please confirm that your organisation has a data security plan, and that the plan can be shared on request. Please provide a link if available. | [ ] Yes[ ] No |  |
| Modern slavery and Human Trafficking statement: Please confirm that your organisation has a policy regarding Modern Slavery and provide a link or details if available | [ ] Yes[ ] No |  |
| Title Lists: Please confirm that Title Lists will be supplied to Discovery Vendors (Ex Libris, EBSCO, OCLC, etc), and confirm to CAUL Procurement when done. | [ ] Yes[ ] No[ ] Na |  |
| Title Lists: Please confirm that your organisation will supply title lists to CAUL. | [ ] KBART[ ] Title and ISSN only[ ] Na |  |

**Read and Publish Terms:**

The following are for Read and Publish Agreements Only:

|  |  |  |
| --- | --- | --- |
| Licence includes these terms: |  | Clause number and relevant text from licence agreement: |
| Creative Commons Licensing | [ ] Author Choice[ ] CC-BY[ ] CC-BY-NC-ND [ ] CC-BY-NC[ ] CC-BY-ND |  |
| Authors made aware of OA arrangements on submission. | [ ] Yes[ ] No |  |
| CAUL Fast-Track License  | [ ] Yes [ ] No |  |
| All journals included in Read & Publish Agreement (If not please specify here or in proposal documents which journals are excluded). | [ ] Yes [ ] No |  |
| Reporting frequency: Provider will provide publishing reports twice yearly. | [ ] Yes [ ] No |  |