Further considerations: licensing and archiving

- **Use CC licencing for the OtF-funded frontlist and a Shared E-Resource Understanding (SERU) to govern library access to the backlist.**
- **Use a reputable host for your OA frontlist (if you do not self-host) who will ensure long-term archiving. We have suggestions on the section on 'Organisational Partnerships'.**

Frontlist licensing: use Creative Commons

We strongly recommend using an open-access, Creative Commons licence for front-list open-access content released under the scheme. This is the standard open licence used, and is either mandated or heavily favoured by some funders. The most open version is the 'CC BY' although there are other more restrictive non-commercial and/or non-derivative versions if necessary: this will be dictated by your Press policy.

Backlist licensing: use SERU where possible

The terms under which the library can use the backlist package also require their own licensing agreement.

While some institutions will require a specific licence, using the Shared E-Resource Understanding (SERU) eliminates much legal wrangling and overhead around licensing while working in a good faith capacity. SERU is not actually a licence, it is a NISO best practice shared understanding governed by copyright law. Because SERU is not a licence, legal terms (such as jurisdiction, warranties, and liabilities) are not used. Rather, the SERU statements describe a set of commonly agreed-upon expectations for using and providing electronic resources. While licences are appropriate in many situations, SERU offers an alternative when both the acquiring institution and the provider are satisfied with this approach.

As the NISO document on SERU describes itself:

> "*SERU embodies a desire by publishers and libraries for a cooperative and collaborative relationship that recognizes that the provision of timely, high-quality materials and their protection is in the mutual interests of all parties.*
>
> *SERU offers providers (such as publishers) and acquiring institutions (such as libraries) the opportunity to save both the time and the costs associated with a negotiated and signed licence agreement by agreeing to operate within a framework of shared understanding and good faith.*"

Nearly all of our participating libraries have been able to use SERU to govern access to the backlist packages - the couple of libraries that were unable to do so and required a slightly more formal agreement signed a lightweight licence arranged by Lyrasis, the wording of which mirrored SERU very closely.

In cases where a formal licence is required, the Press must take its own legal advice as to the suitability of any particular clause. However, we recommend that any license provides the following clauses:

- Term access for the first three years;
- Perpetual access after three years' of subscription;
- An open-access, Creative Commons licence for frontlist open access content funded by the scheme.

Digital Preservation and Perpetual Access

Depending on the specific delivery platform, it may be appropriate to deposit books in third-party platforms, held in trust in case of future Press insolvency. 'Perpetual access' as promised by this programme should also mean perpetual access beyond the lifespan of a press. By using robust, third-party digital preservation systems, presses can provide a higher level of guaranteed availability to libraries.

As a Press you will already have plans and processes in place on digital preservation and there is lots of information available through member societies like OASPA, ALPSP, AUP etc.

- One place to look for further information on OA book preservation is through ***Think. Check. Submit.*** **https://thinkchecksubmit.org/books-and-chapters/**

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