Book Review

Michael Fernandez, editor

E-Resource Licensing Explained: An A-Z Licensing Guidebook for Libraries. By Rachael Samberg, Katie Zimmerman, Samantha Teremi, Erik Limpitlaw, and Sandra Enimil. Washington, DC: Association of Research Libraries, 2025. 502p. $15.89 softcover (ISBN 979-8-307164-17-4); open access ebook (ISBN 978-1-948964-60-9).

Many librarians, especially those who deal with electronic resources, are put in a position where it is their responsibility to read, interpret, and negotiate license agreements without having previously received any legal training. *E-Resource Licensing Explained: An A-Z Licensing Guidebook for Libraries* seeks to bridge this gap in knowledge by educating its audience on important terms and their legal implications. In addition to theoretical knowledge, it also provides practical examples of desired language and acceptable alternatives. As such, it plays an important role in providing context on different options so that librarians can make informed decisions when negotiating on behalf of their libraries.

E-Resource Licensing Explained expands on several model license agreements and other excellent sources. Many of the sections include recommended language that comes from either the LIBLICENSE Model License Agreement from the Center for Research Libraries, the California Digital Library Standard License, or the NorthEast Research Libraries Consortium General License Agreement.[1] Thorough footnotes provide the ability to easily reference additional sources, relevant cases, and background information for the individual clauses covered.

All of the typical clauses in an e-resources license agreement are covered by the monograph, with focused chapters that make it easy to jump directly to a topic of interest. Within each chapter, the authors argue in favor of libraries keeping the broadest variety of rights available. This makes it easy for a library to quickly reference a section that describes a right that is important to them and find the language to help them argue for it. On the other hand, as a cover-to-cover read, it may seem overwhelming to the new librarians who are most likely to benefit from its instruction. More guidance on how to determine which clauses are important to the reader's institution, rather than assuming that all institutions hold the same priorities as those of the authors, would not be out of place. Some of the authors are better at this than others, creating a slight inconsistency between the sections.

The extended section on artificial intelligence (AI) limitations (chapters 13–16) is particularly timely. Licensors are seeing threats to their data security—as well as new revenue streams—and are attempting to limit library access, use, and development of AI programs through new restrictive language in license agreements. The authors provide an in-depth analysis of why AI clauses should be vigorously challenged alongside applicable suggestions for how to counter negotiate.

I was surprised to not see a caution about the university agreeing to participate fully in a licensor's investigation of a breach by authorized users. This language can appear in a license's sections on breach or cure, but neither chapter cautioned against its inclusion. Chapter 29, "Patron Data Privacy," outlines numerous reasons why libraries should be cautious about sharing user data and includes terms

limiting what vendors can do with data they've acquired from users. This may be sufficient if a library is successful in getting a vendor to incorporate all of the lengthy suggested terms into the contract. However, there can be clauses hiding elsewhere in the contract that could jeopardize user privacy and put patrons at risk. Chapter 4, "Authorized Users Definitions," is clear that it is important for a library to not take on the liability of a breach by its users. Neither should a library expose users to legal action based on the terms of the library's agreement, which can inadvertently happen if librarians are not vigilant about reviewing all clauses of the contract for problematic inclusions.

Additionally, a new electronic resources or licensing librarian is likely to inherit a large number of preexisting contracts that include many of the terms that the text encourages librarians to avoid. Renegotiating licenses is sometimes trickier than negotiating them in the first place because there has been a prior expectation set between the vendor and the library. Additionally, a library may have come to rely on an existing resource and be unable to walk away if negotiations fail. Although possibly out of scope for this volume, I was left considering best practices for legacy licenses and the potential workload of trying to update all of them "to achieve the information policy goals of ARL," as was stated by Katherine Klosek in the foreword.

Overall, *E-Resource Licensing Explained* provides excellent training on why librarians should care about certain terms and what to look out for in license language. When introduced, the model license agreements supplied libraries with negotiating power by providing examples of language to use in a counteroffer. This monograph further improves a librarian's ability to negotiate successfully by equipping them with reasoning to argue their case. The authors envision this as a living document that will be updated with additional information and sections over time. If done successfully, this would cement *E-Resource Licensing Explained* as a critical resource for training new librarians on licensing requirements and as a key reference tool for ongoing use.—*Rebecca Walton (rebecca.walton@byu. edu), Brigham Young University, Provo, Utah*

References

1.   "LIBLICENSE Model License Agreement," Center for Research Libraries, November 2014, https://liblicense.crl.edu/licensing-information/model-license/; "Standard License Agreement," California Digital Library, January 2017, https://cdlib.org/cdlinfo/2017/01/25/cdl-model-license-revised/; "General License Agreement for Electronic Resources," NorthEast Research Libraries Consortium, March 2021, https://nerl.org/wp-content/uploads/2021/03/NERLModelLicense-_61019_a.pdf.