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The following is submitted on behalf of the Federal Libraries Information Network (FLIN).

FLIN is an association of libraries working in federal government departments and agencies. FLIN seeks to co-ordinate and represent the interests and concerns of its member libraries and to develop and implement co-operative schemes and resource sharing activities. FLIN is affiliated with ALCC (Australian Libraries Copyright Committee) and supports ALCC's submission.

FLIN members were consulted on this issue and overwhelmingly indicated a commitment to playing their part in Australia's wider library network, particularly in the area of resource sharing. For this reason FLIN member libraries do not wish to see Contract Arrangements/Licence agreements remove the public benefit aspects of the Copyright Act.

In summary FLIN has found:

- Few print materials are subject to licence agreements.
- Copyright material in electronic form is however typically accompanied by a licence agreement, setting conditions for its use.
- Some licence agreements contain provisions which seek to override copyright exceptions or otherwise direct control.
- Licence agreements for electronic material are of much greater significance than print because they are more prevalent. Indeed they appear to be the preference of electronic publishers to control access to and use of electronic material.
- They are also increasingly backed by technology which
 - (i) directly enforces terms of agreements;and/or
 - (ii) communicates with the vendor with respect to compliance status.

FLIN has concerns that:

- Many electronic licence agreements feature terms dictated by the vendor, where the opportunity for the licensee to negotiate or the process of negotiating is difficult. This is complicated by the laws of foreign jurisdictions, globalisation of information provision and the concentration of electronic publishing in aggregator's hands due to the technical requirements of delivering content online.
- Some licence agreements do provide for usage conditions that are superior to those offered by the Copyright Act. Though such agreements are to the benefit of the agency or consortium the conditions have usually only be gained if the bargaining position of the particular agency or consortium is strong. FLIN has found that these same circumstances are not necessarily available to smaller institutions or consumers.
- The opportunity to seek usage conditions superior to the copyright Act should also not be affected.
- Licence agreements though (especially those backed by technology) which threaten to impact on the quality and type of material available to the public at large and which remove the public benefit aspects of the Copyright Act are not in the interests of the general public. Consequently, exceptions within the copyright law must be preserved as minimum standards governing access to, and the use of, copyright material. Consequently FLIN would like to see the Government preserve the role of the Copyright Act as the prime instrument of Australia's information policy. The copyright law should prevail over contracts which purport to exclude its provisions.

Federal Libraries Information Network
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