

subito General Agreement
revised March 2016

TOOLKIT FOR SIGN-UP BY PUBLISHERS

1. What is the subito General Agreement?

The General Agreement is a model contract which sets out recommended terms and conditions for a licence agreement to be entered into between each publisher and subito e.V. governing the supply of copies of journal articles and portions of books under its Direct Customer Service to end users and its Library Service to approved non-commercial institutional libraries.

Licences between subito e.V. and publishers based on a General Agreement have been in place since 2006. In March 2016, a revised General Agreement, jointly prepared between subito e.V. Börsenverein des Deutschen Buchhandels and the International Association of Scientific, Technical and Medical Publishers, was released. (See item 6 below: What has changed with the revision of the General Agreement in 2016?)

A licence, once concluded between a publisher and subito e.V. will govern the supply of copies of the publisher's journal articles and excerpts from books which are available as part of the permanent collections of members of subito e.V. (institutional libraries in Germany, Austria and Switzerland) under its Direct Customer Service and its Library Service, with differential rates of copyright fees depending on whether the ordering customer is part of a preferred customer category, such as an institutional library, a student or member of staff of an educational or research institution, or at standard rates where the end user does not fall into a preferred category (as would be the case for commercial enterprises).

The General Agreement consists of

- a two-page **Document Delivery License Agreement**
- **General Terms and Conditions** which are incorporated by signing the Document Delivery License Agreement.

The General Agreement has been prepared both in German and English, and both versions of the Document Delivery License Agreement need to be executed by the parties and will be equally binding.

2. What territories are covered by the General Agreement?

A licence based on the General Agreement will license:

- subito's Direct Customer Service worldwide outside the United States of America; and
- subito's Library Service to approved libraries in Europe and a broad set of territories outside the United States of America, namely:
 - all European states and their dependencies in Europe and other continents;
 - in Asia: China, Hong Kong, India, Indonesia, Israel, Japan, Lebanon, Singapore, South Korea, Taiwan, Turkey;
 - in the Americas: Brazil, Canada, Chile, Mexico;

- in Africa: Egypt and South Africa;
- in Australasia: Australia and New Zealand.

3. What items can be copied under the General Agreement?

Materials which may be delivered on request include articles published in journals as well as parts of books (no more than 12%, capped at 99 pages), provided these are held in the collections of members of subito e.V. (institutional libraries in Germany, Austria and Switzerland).

3. How will copies be delivered to end-users?

The copies may be delivered by post (in paper form), by telefax or electronically using a digital rights management (DRM) system.

4. What is the term of a licence using the General Agreement?

The term of a licence based on the General Agreement prepared in 2016 will depend on whether the licence replaces and succeeds an existing agreement with a publisher or whether the publisher is concluding a new agreement:

- Succeeding agreement: An initial term ending on 31 January 2017, thereafter on 6 months' written notice from either party.
- New agreement: 31 January 2018, thereafter on 6 months' written notice from either party.

5. What copyright fees are payable under the General Agreement?

The General Agreement allows a publisher to set a fee which subito e.V. will pay in return for every article delivered under its Document Delivery Service. The publisher has to communicate the price per article in Euros to subito e.V.. There are two exceptions to the publisher-set price:

- (1) All deliveries by post or fax within the combined territory of Germany, Austria, Liechtenstein and Switzerland are at the rate set by VG WORT, as if these were deliveries within Germany.
- (2) Most deliveries under the subito Library Service to non-commercial institutional libraries are at a default rate in Euro.

Review of fees: The publisher's price list may be changed once every year, to take effect from 1 February.

Payment and royalty reports: The fees listed above will be paid directly to the publisher on a quarterly basis with an up to date usage report, including the number of orders per country and per client group for the preceding three months.

6. What has changed with the revision of the General Agreement in 2016?

With the benefit of years of experience, the revision in 2016 has brought about the following:

- A simplified format of the agreement, both for sign-up and in the terms of the agreement itself. The previous arrangement of two separate documents for Germany-Austria-

Liechtenstein-Switzerland and for the rest of the world, has been simplified by consolidation into one document.

- Extension of the territory served by the subito Library Service to many countries around the world (excluding the USA). (See Item 2: What territories are covered by the General Agreement?)
- A more clearly defined ability for subito to supply documents through the service of designated intermediaries.
- The inclusion of copies from books, at a limit of 12% per book, capped at 99 pages.
- The inclusion of copies from electronic sources, provided these are part of the collection of the subito member library.
- Reporting per country and per client group.
- A more practicable approach to future amendments of the General Agreement.
- The opportunity for subito member libraries to enter into separate licence agreements with publishers on the basis of the General Agreement.

7. Why should a publisher sign a licence based on the General Agreement?

The General Agreement gives the publisher a licensed and controlled approach to the international cross border delivery of copies from its material via a well-known and well respected document supply service, avoiding conflicts in channels of supply.

Whereas there is a default fee for document supplies to certain institutional non-commercial libraries, the publisher generally has the opportunity to set its copyright fee for all document deliveries by subito e.V. subito e.V. reports on deliveries to each licensing publisher and bears the risk for non-payment by its customers.

The licence enables subito to meet the demand for electronic deliveries, which are licensed on the basis that they are DRM protected.

8. What does the Publisher have to do to enter into a Licence with subito e.V.?

To conclude a licence on the terms of the revised General Agreement, a publisher has to complete the following **four steps**:

a) **Contact subito e.V.** at the contact details below,

subito e.V.
Berliner Strasse 53
D - 10713 Berlin
Tel: 49 (0)30 / 41 74 97- 10
Fax: 49 (0)30 / 41 74 97- 20
Email: info@subito-doc.de

thereby providing subito e.V. with the following information:

- i) The **registered name of the Publisher** which is entering into the Licence, and its registered office.
- ii) The publisher's **contact details** and **payment details**.

- b) **Receive** two copies of each of the German and English version of the Document Delivery License Agreement, executed on behalf of subito e.V., and one copy of each of the German and English version of the General Terms and Conditions.

- c) **Send** one duly executed copy of each of the German and English version of the Document Delivery Licence Agreement to subito e.V.

- d) Provide the **price lists** for the journals and books to be licensed, in the format of Annexes 4A and 4B of the General Terms and Conditions. Please first check the proposed price lists against the General Pricing table in Annex 7.

17 March 2016