

Key Points

subito General Agreement 2019

Since 2006, publishers have had the opportunity to conclude a General Agreement with the document delivery service subito. These agreements govern the conditions under which subito member libraries may make copies of journals and books from their collections and send them via subito if no legal permission exists for these deliveries. Email, mail and fax deliveries to non-commercial and commercial subito customers are covered. Publishers do not only profit from these contracts because they make their offers internationally visible on the world-renowned subito platform. Rather, they receive direct license fees from subito without further ado - completely transparent, legally secure and on a contractual basis.

At the beginning of 2018, the legal framework for document delivery within Germany was reorganised with the entry into force of the Copyright Knowledge Society Act (Urheberrechts-Wissensgesellschaftsgesetz). Since then, libraries have been legally permitted to supply non-commercial users with copies by all means of delivery. A royalty fee must be paid to the German collecting society VG WORT for such copy deliveries.

Against this background, in recent months subito, together with the German Börsenverein and the International Association of Scientific, Technical and Medical Publishers (STM), has adapted its General Agreement to the new legal framework ("General Agreement Version 3").

So what's changed? To what extent do publishers benefit from signing the new General Agreement? The new General Agreement offers...

- the exclusive opportunity to again receive direct license payments for copy deliveries to **non-commercial customers within Germany**. The amount of the license fees is linked to the current VG WORT rates. It also applies to the cross border distribution of copies to non-commercial customers within Germany, Austria, Liechtenstein and Switzerland.
- prices fixed by the publisher for the delivery of copies to **commercial customers** in all cases in which the contract grants a licence.
- outside of Germany, Austria, Liechtenstein and Switzerland, prices also fixed by the publisher for copy deliveries to **non-commercial customers** (whereby the contract generally does not permit deliveries to the USA).
- at the publisher's request, a **price option Europe non-commercial**: Attractive price, linked to the current VG WORT rates, for all non-commercial customers in Europe.

- The above license fees also apply to the subito Library Service - a non-commercial delivery service similar to the international interlibrary loan service. The recommended non-binding license fee for the subito Library Service outside Germany has been increased.
- the well-proven, quarterly license payment with statistics for maximum transparency. Furthermore, subito bears the risk if its users do not pay.
- full use of passive DRM to ensure adequate security for right-holders.

subito aims to convert all existing agreements to the new General Agreement as soon as possible. In addition, subito intends to attract new publishers to meet the needs of subito customers for paper and digital copies on as wide a scale as possible. Accordingly, the conversion and the new conclusion of a General Agreement were designed to be as uncomplicated as possible.

Please contact the Berlin office informally in order to conclude the updated General Agreement. The same applies to questions concerning the General Agreement.

subito. Dokumente aus Bibliotheken e.V.

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Procedure for concluding the General Agreement

A. **New Contracts**

(For publishers who so far have not had a contract with subito)

1. Download General Terms and Conditions VERSION 3 ([link](#))
2. Download Document Delivery License Agreement for new contracts ([link](#)) and signature
3. Send signed Document Delivery License Agreement to subito (see address above)
4. Send Price List for Journals to subito in accordance with Annex 4A of the General Terms and Conditions ([link](#))

Note: There is no deadline for the transmission of the Price List. However, the implementation of the contract by subito and thus the accrual of licence claims in favour of the Publisher shall depend on the delivery of a usable price list (Section 10.1 of the General Terms and Conditions).

B. **Switching from Version 1 to Version 3**

(For publishers who so far have got a General Agreement Version 1 with subito – in case of doubt, please ask the subito office which version of the General Agreement you have got.)

1. Download General Terms and Conditions VERSION 3 ([link](#))
2. Download Document Delivery License Agreement for successive contracts ([link](#)) and signature
3. Send signed Document Delivery License Agreement to subito (see address above)

Note: There is no need to send a new price list. The current price list retains its validity (Clause 5.2 of the General Terms and Conditions).

C. **Switching from Version 2 to Version 3**

(For publishers who so far have got a General Agreement Version 2 with subito – in case of doubt, please ask the subito office which version of the General Agreement you have got.)

1. Download General Terms and Conditions VERSION 3 ([link](#))
2. Download Sample email for acceptance of the new General Terms and Conditions ([link](#))
3. Send sample email to subito (see address above)

Note: There is no need to send a new price list. The current price list retains its validity (Clause 5.2 of the General Terms and Conditions).