

Can my students read my books?

Guidance for academics on negotiating contracts with publishers

Background: what's the problem?¹

If you're writing an academic book, you presumably want your students to read it. To do that, you're going to want your library to be able to buy it as an ebook. Sounds simple?

It's not.

Most academic libraries buy ebooks whenever we can. This is to make sure that the maximum number of people can access texts, even when they're not on campus. However, publishers sell books to libraries differently to how they sell them to you and your students:

1. We can't buy Kindle books. We have to buy ebooks that are licensed to universities. Some are only available to individuals as an ebook, and not to libraries.
2. Some books can be bought as ebooks, but we can't afford them. [Librarians gathered hundreds of examples of this in 2020/21](#). Here are just 2 of them:
 - a. a £33.49 Kindle book costs £650 for a 3-user license ebook for universities (i.e. an ebook that can only be used by 3 people at any 1 time);
 - b. a £51.99 print book costs £1,050 for a 3-user license ebook.
3. Some books can be bought as ebooks, but their licences mean we don't own the books outright or that it's difficult for students to access them. For example:
 - a. credit model ebooks. We pay x hundred pounds to use an ebook 400 times. When that's used up, we have to pay again (often more) for more credits;
 - b. subscription model ebooks, where we pay an annual cost (which usually goes up every year) to keep on accessing the ebook;
 - c. single-user licences. Like a print book but much more expensive, these can only be read by one person at a time, so we have to buy multiple copies;
 - d. publishers can stop selling ebook versions, or change the licence, for example, so that all their 3-user licences become 1-user licences.
4. Sometimes ebooks are only sold as part of bigger packages. These mean we have to pay more and buy books we don't want or need.
5. Sometimes books are only sold as part of etextbook models, licensing content for use by specific, very restricted cohorts on an annual basis. These are often sold direct to academics without input from libraries.

¹ This section adapted with thanks from the [University of York Library's Twitter thread](#)

What can you do?

When negotiating your contract, you should specifically ask your publisher about their ebook policies using the questions below.

If you're not happy with their responses, you can ask that they insert the clauses suggested below into your contract.

If you're still not satisfied with their policies and they won't change the terms of their contracts, you should consider another publisher [<Link to 'good publishers' list when available>](#).

Alternatively, you could publish your books under an open access model, so that everyone can access them. The [OA Books Toolkit](#) is a great resource to help you with this.

Questions to ask publishers

Consult your library service if you're in any doubt about any of the answers you receive to these questions (or about the questions themselves).

- Will this book be available as an ebook for libraries to buy?
- Can libraries buy it as an individual ebook or is it part of a package?
- What is the licensing model for your ebooks? Is it single/multi/unlimited user access? Is it a one-off cost or an annual subscription or a credit model?
- How much will the ebook cost?
- Which platforms will the ebook be available through? Will there be any difference in pricing and licensing on different platforms?
- How accessible are your ebooks? For example, do they meet UK legislation requirements including The Public Sector Bodies Accessibility regulations 2018 and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 up to conformance level AA? Are they compatible with screen readers, browser accessibility features, and other third-party tools and/or do they have in-built accessibility tools?
- If you are contributing a chapter to a book, is it possible to upload an open access copy to your institutional or funder repository?

Contract clauses

If you're not happy with or unclear about the publisher's responses, then ask them to insert the following clauses into your contract:

1. Except as otherwise provided below, each purchaser of an ebook licence is granted a non-exclusive licence to download a copy of the ebook to one or more purchaser's computers, tablets or mobile devices for use by any member of staff, accredited visitor or student associated with that purchaser, subject always to the following conditions:
 - a. the ebook may be distributed to registered staff, accredited visitors and students of the purchaser only;
 - b. the ebook may be copied by any authorised user to the extent permitted under exceptions to copyright as provided for under the Copyright, Designs and Patents Act 1988 and any related legislation, for example for the purposes of research or private study or quotation;
 - c. the ebook is not used in any way that infringes the Moral Rights of its author(s);
 - d. no copyright, trade mark or other proprietary notices contained in the ebook are removed, obscured or otherwise amended.
 - e. the ebook licence shall not be transferred or sublicensed to any third party without the express written permission of the Publisher
2. The Publisher warrants that the ebook meets all appropriate accessibility requirements including The Public Sector Bodies Accessibility regulations 2018 and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 2.1 up to conformance level AA. The Publisher further warrants that its ebook is compatible with screen readers, browser accessibility features, and other third-party tools to ensure appropriate accessibility.
3. The Publisher warrants that it shall include any content in the ebook that was, prior to the signature of this Agreement, available as one or more preprints. Authors agree to update any such preprints with a link to the final ebook content.



This work is licensed under the [Creative Commons Attribution 4.0 International \(CC BY 4.0\) licence](https://creativecommons.org/licenses/by/4.0/).