

February 22, 2019

Good news! Theological Libraries Ebook Lending Project (TLELP) continues to expand its base of libraries and publishers. TLELP concluded a successful yearlong pilot project in June 2016 with 5 libraries. To date, 19 religious and theological libraries in the U.S. and Canada have joined TLELP.

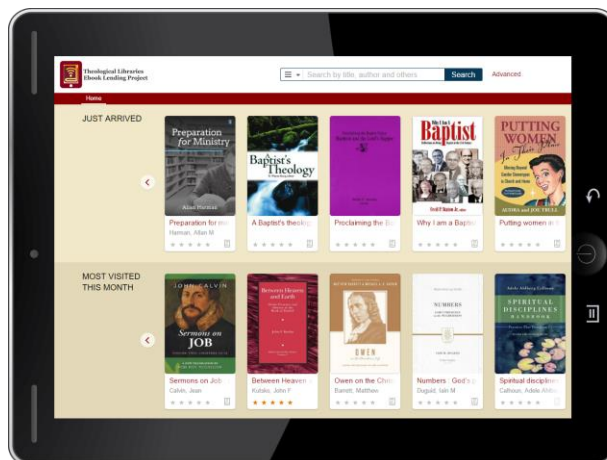
Now is the perfect time for North American libraries to join us with a 2-year agreement beginning in 2019! Save money and finally gain control over your digital content offerings (eBooks, eAudio, etc.). With our shared ODILO eBook platform, libraries can bring in content from any publisher, as well as ingest and share their own publications and/or local content. Our customized platform allows TLELP to do what we want, with whatever content we want. Your library can lend various religious and theological materials through this innovative and easy-to-use platform:

<http://www.theologicalebooks.org>.

Traditional and Revolutionary

TLELP is a group of independent libraries that save money by purchasing religious and theological eBooks direct from publishers, to then securely lend those resources on a shared Adobe Content Server. In similar fashion to print book purchasing, TLELP libraries purchase specific eBooks for their own collections usually allowing one simultaneous user for each copy purchased. Currently, TLELP libraries have acquired over 1,300 unique titles, with many available as multiple copies for all patrons to borrow.

Our publishers have agreed to allow TLELP libraries to share their collections with the other libraries. Some publishers have even agreed to offer unlimited, concurrent use to the purchasing library.



FAQs

Benefits and Costs

- Direct negotiations with publishers - puts us in control of the content we want.
- Resource sharing (i.e., ILL) is allowed by all publishers (thus far).
- Unlimited concurrent use is allowed by some publishers.
- Great savings!
 - Minimum 10% discount on eBook titles (discount may vary for the benefit of unlimited concurrent use)
 - Discount on fees for a 2-year agreement! (See Fee Schedule below)

ODILO Platform Features

- Custom-branded website
- Configuration and license fee
- Checkouts based on tier (see below)
- OdiloTK™ (OdiloCS™) consortia software for eBooks, audiobooks, music, video
- Access to OdiloPlace Global Marketplace (ODILO provides additional publisher content with various purchase and lending terms; Resource sharing not available)
- Reporting module
- Staff training
- Authentication options: API/Web services, SIP2, LDAP, custom CSV import (support for other methods may incur additional implementation fees (more information below)).
- Maintenance, hosting & support services
- Basic support
- Bandwidth for all downloads
- Updates of website

Fee Schedule Per Library

| FTE | Annual Platform Fee with 1-year commitment | Annual Checkout Fee with 1-year commitment | Discounted Annual Platform Fee with 2-year commitment | Discounted Annual Checkout Fee with 2-year commitment* |
|---|--|--|---|--|
| 0-99 | \$2,000 | \$2,000 | \$800 | \$800 (5,333 checkouts) |
| 100-199 | \$2,000 | \$2,000 | \$800 | \$800 (5,333 checkouts) |
| 200-299 | \$2,000 | \$2,000 | \$800 | \$800 (5,333 checkouts) |
| 300-399 | \$2,000 | \$2,000 | \$800 | \$800 (5,333 checkouts) |
| 400-499 | \$2,000 | \$2,000 | \$900 | \$900 (6,000 checkouts) |
| 500-599 | \$2,000 | \$2,000 | \$1,000 | \$1,000 (6,666 checkouts) |
| 600-699 | \$2,000 | \$2,000 | \$1,200 | \$1200 (8,000 checkouts) |
| 700-799 | \$2,000 | \$2,000 | \$1,400 | \$1400 (9,333 checkouts) |
| 800-899 | \$2,000 | \$2,000 | \$1,600 | \$1600 (10,666 checkouts) |
| 900-999 | \$2,000 | \$2,000 | \$1,800 | \$1800 (12,000 checkouts) |
| 1,000-1,999 | \$2,000 | \$2,000 | \$2,000 | \$2,000 (13,333 checkouts) |
| 2,000-3,999 | \$3,000 | \$3,000 | \$3,000 | \$3,000 (20,000 checkouts) |
| 4,000-5,999 | \$5,000 | \$5,000 | \$5,000 | \$5,000 (33,333 checkouts) |
| 6,000-7,999 | \$7,000 | \$7,000 | \$7,000 | \$7,000 (58,333 checkouts) |
| 8,000-15,999 | \$9,000 | \$9,000 | \$9,000 | \$9,000 (75,000 checkouts) |
| 16,000-24,999 | \$12,000 | \$12,000 | \$12,000 | \$12,000 (100,000 checkouts) |
| 25,000-29,999 | \$15,000 | \$15,000 | \$15,000 | \$15,000 (150,000 checkouts) |
| 30,000-35,999 | \$18,000 | \$18,000 | \$18,000 | \$18,000 (180,000 checkouts) |
| 36,000-44,999 | \$25,000 | \$25,000 | \$25,000 | \$25,000 (250,000 checkouts) |
| 45,000 and above - Ask about pricing & credit | | | | Can be reduced to 50% of the published checkouts |

* Unused checkouts roll over annually. Additional smaller packs may be purchased as needed. Checkouts are placed in a common pool with other libraries in the group.

Each library pays annual platform fee + annual checkout fee + 20% surcharge to annual platform fee + portion of \$500 secure connection fee (Example: \$500/20 libraries = \$25/yr per library)

For additional information or possible price exceptions, contact: Monique Sendze, Chief Operating Officer, North America & Australia at ODILo, (303) 335-0223, monique@odilo.us.

Optional service paid to Relevant Networks LLC (enables delivery of e-books from Baker Publishing Group):

Relevant Sync product: \$12 per month + \$90 one-time setup fee.

Tentative Timetable

Today-Spring 2019:

- Libraries inform Project Leader of intention to sign OdiloTID service agreement pending budget approval.

April/May 2019:

- Libraries receive budget appropriation decision and inform Project Leader.
- Signing/Countersigning of service agreements.
- Final count of new sign-ons & corresponding discount determined.
- Libraries submit completed technology surveys and appropriate IT contacts.
- ODILO begins configurations.

June 2019:

- ODILO sends invoices to libraries.

July 2019:

- Libraries pay invoices.

July-November 2019:

- New libraries go live. Time estimated based on experiences.

What Discount Will I Receive As A New Library?

Discounts on the annual platform fee range from 10-30%. The sliding scale is based on the number of new libraries who sign on. The final number will be known in April/May 2019.

Does My Library Need To Be Located In North America?

Yes. Due to copyright restrictions, some of our participating publishers may only distribute in North America.

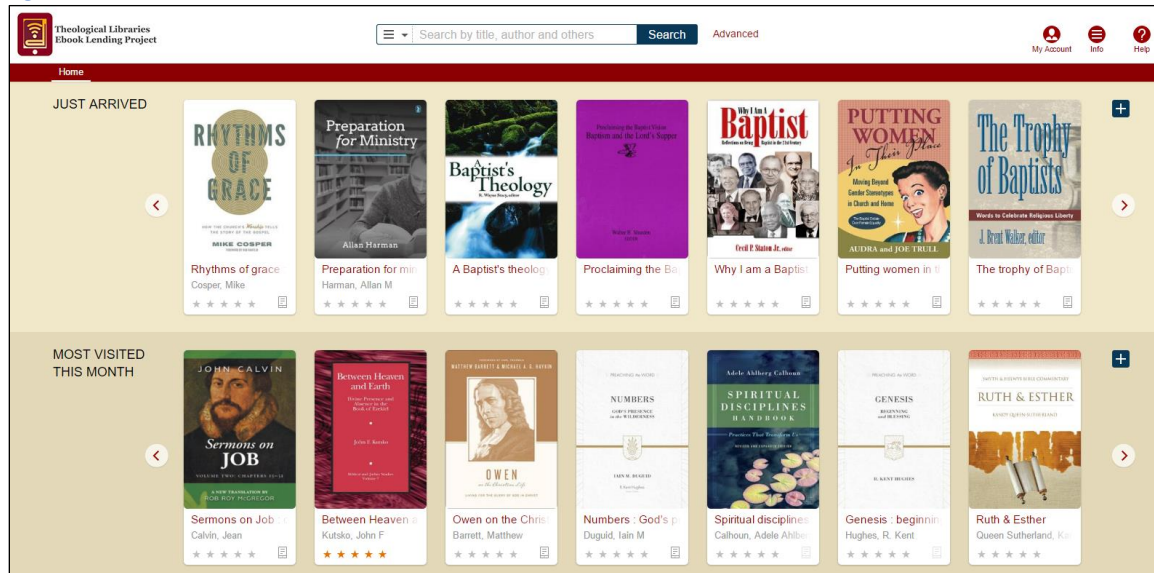
Who Owns The eBooks?

The purchasing library owns the eBooks it purchases. We are not a consortium but are using a consortium platform to save money and facilitate resource sharing when allowed.

What eBooks Am I Viewing At <http://www.theologicalebooks.org>?

On our customized eBook platform, you will find a growing body of titles purchased by one or more of the TLELP libraries who share these resources with the other libraries (See Fig. 2). Each purchasing library has selected content from the eBook catalogs of participating publishers. The libraries are able to purchase additional copies and new titles as desired.

Figure 1



What Third-Party Licenses (AKA Lending Agreements) Are Used For Digital Rights Management?

We utilize the following for all purchases:

Statement of Common Understanding for Purchasing Electronic Content (SCU): Allows the purchasing library to provide access to one of its authorized users at a time for each copy of the eBook purchased.

We utilize the following addenda as appropriate:

Addendum No. 1: Allows the purchasing library to offer the same SCU access to authorized users of the other libraries.

Addendum No. 2 (Crossway only): Stipulates purchase from publisher's website.

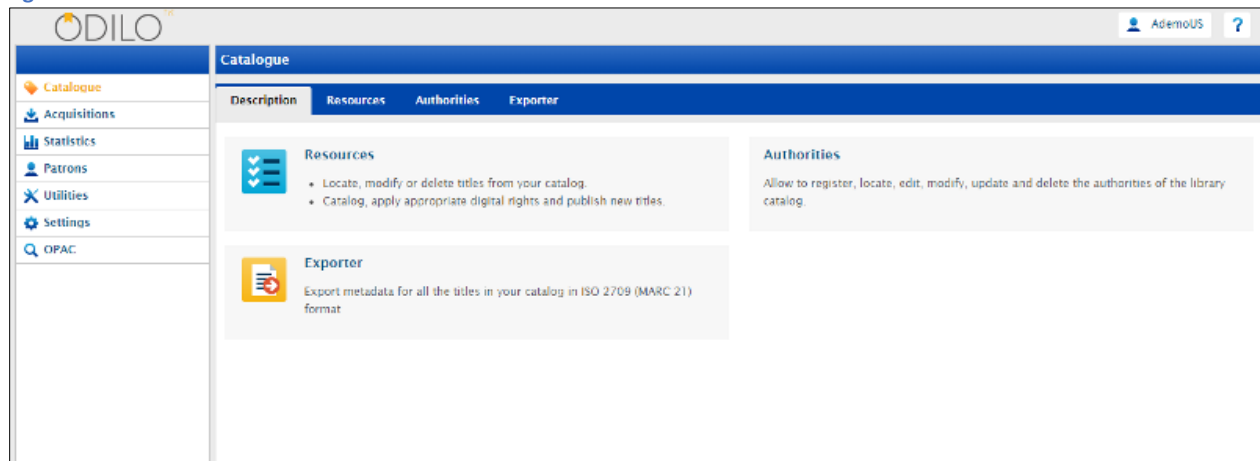
Addendum No. 3: Allows the purchasing library to offer unlimited concurrent use to its authorized users.

See Appendix for the text of these documents.

Who Applies The Digital Rights Management (DRM)?

The purchasing library applies the DRM in accordance with publisher's lending agreement choice(s) (See Fig. 1). Due to current copyright law, not only is the use of the hosted Adobe Content Server critical but also the accurate application of lending policies reflected in the lending agreements (See choices above).

Figure 2: Administrative access



Who Are The Participating Publishers So Far?

TLELP Publisher Liaisons continue to work with publishers requested by the TLELP libraries.

Below is the *growing* list of publishers requested by TLELP libraries who have signed agreements or intend to. Information is kept up-to-date at <http://www.theologicalebooks.org> in the Info section.

- B&H Academic
- Baker Publishing Group
- Banner of Truth
- Catholic University Press of America*
- Crossway
- Crown & Covenant
- DeGruyter
- Eerdmans (cessation of new orders)
- Eisenbrauns (cessation of new orders)
- EP Books
- Fortress Press
- Good Book Company*
- Hendrickson Publishers
- Ignatius Press
- InterVarsity Press
- Langham Creative Projects
- Liturgical Press
- New City Press
- P&R Publishing*
- Paraclete Press
- Paulist Press
- Proquest DissertationExpress
- Reformation Heritage Books
- Rowman & Littlefield
- Smyth & Helwys

*Currently deciding on agreement option and/or transaction logistics before purchases can be made.

Is Resource Sharing (AKA ILL) Possible?

Yes, resource sharing (aka ILL) is possible on our platform IF publisher agrees to Addendum No. 1. The library is responsible for applying the proper lending policy.

Which Publishers Agree To ILL?

All participating publishers listed have agreed to Addendum No. 1.

Is Unlimited Use Possible?

Yes, unlimited concurrent use is possible IF publisher agrees to Addendum No. 3. The library is responsible for applying the proper lending policy.

Which Publishers Agree To Unlimited Concurrent Use?

These publishers have not only agreed to Addendum No. 3 but also Addendum No.1!

- De Gruyter
- Smyth & Helwys

How Do I Purchase From Publishers Not On This List?

As a starting point, submit to TLELP Publisher Liaisons a list of up to ten religion and theology publishers from whom you wish to purchase eBooks. While there is no guarantee that your desired publishers will participate, you can improve the likelihood if you provide contact information of an established relationship.

What Is The Transaction Procedure?

1. TLELP Publisher Liaison contacts publisher requested by TLELP library to work out agreement, delivery logistics, and test run.
2. Publisher emails introductory message to all libraries with title list and signed lending agreement (See choices above).
3. Library submits countersigned lending agreement with initial purchase order.
4. Publisher supplies ordered content via Dropbox, Web site, FTP server, etc. to the purchasing library.
5. Library pays invoice, uploads purchased content to ODILO platform, and applies DRM.
6. Publisher sends updated title lists as desired.
7. Library submits order requests as desired.

Are Training And Documents Provided?

Yes, ODILO provides manuals for library staff and patrons; the TLELP Leadership Team provides customized training. In addition, the libraries have developed text and video tutorials for acquisitions, cataloging, and user experience.

How Are Users Authenticated?

ODILO supports API/Web services, SIP2, LDAP, or custom CSV import. All other authentication methods may incur additional implementation fees. EZProxy is not an option at this time. Patrons cannot change their passwords from <http://www.theologicalebooks.org>. Libraries who sign the ODILO service agreement will complete a technology questionnaire and assign an appropriate IT contact. TLELP libraries have utilized API, LDAP, SIP2, CSV bulk upload, and manual entries.

Will Patrons Have To Remember Another Login?

Depending on the authentication method chosen, logins can be set to whatever elements you choose (e.g., identical to local library account login). This login will allow patrons to borrow resources, place holds, and read on one device. To read on multiple devices, patrons will need an Adobe ID login.

What Else Can You Tell Me About the CSV Upload?

1. Once uploaded, patrons *immediately* receive login credentials via email. You may want to be prepared with tutorials in advance of the upload. You will receive information to tailor your own tutorials.
2. Passwords will be generated automatically. Patron cannot change the password.
3. Staff with administrative accounts can change a patron's password to another automatically-generated password if needed.

What Are The Labor Expectations?

Provide to Project Leader the contact information for: Primary, IT, Acquisitions & Cataloging, User Experience, and Publisher Contacts.

Primary Contact:

- Typically the Library Director.
- Receives general emails.

IT Contact:

- Work with ODILO to set up patron authentication method (See "How Are Users Authenticated?").

Acquisitions & Cataloging Contact:

- Collaboration and monitoring of shared catalog's cataloging and DRM application.
- Purchase eBooks directly from publishers.
- Catalog eBooks with MARC21 in your local catalog and ODILO platform.
- Enter purchased titles to centralized Shared Titles list.
- Recordkeeping of acquisitions and corresponding circulation restrictions.

User Experience Contact:

- Marketing
- Adapt existing online tutorials as needed.
- Trouble shooting: Provide email address for your users.

Patron Account Management:

- If using CSV bulk load option: periodic manual updates.

Publisher Contact:

- Publishers will send title lists to this person as well as receive orders from this person.

We Cannot Afford A Discovery Layer. Is There A Way To Provide Integration?

Catalogers can supply direct links to the titles at the ODILO site in bibliographic records in their local catalogs.

We Want To Join, What Are Our Next Steps?

ASAP: Inform the Project Leader of your intentions to join. Submit budget proposal to your institution.

April/May/June 2019: Inform the Project Leader of budget approval outcome.

Cordially,

Donna R. Campbell, Project Leader & Publisher Liaison

dcampbell@wts.edu

215.935.3872 (O)

Garrett Trott, Publisher Liaison

gtrott@corban.edu

Steve Michaels, Technology Leader

steve@westernsem.edu

Steve Jamieson, User Experience Leader

steve.jamieson@covenantseminary.edu

APPENDIX FOR LENDING AGREEMENTS

Statement of Common Understanding for Purchasing Electronic Content

Updated Jan 7, 2013 – Douglas County Libraries

Updated July 29, 2014 – Theological Libraries E-Book Lending Project

Updated October 12, 2015– Theological Libraries E-Book Lending Project

Updated April 25, 2017– Theological Libraries E-Book Lending Project

The Purchase Order

The nature and extent of the content is detailed at the outset in a purchase order with such specifics as: title(s), format(s) (including details of multimedia files), price, discount, any agreements to promote and/or link to Provider's site to bring readers to information on buying copies.

Rights

The Provider affirms that it has secured the rights necessary to distribute the e-content to the Library in the manner specified below. The purchase order does not transfer any copyright interest in the e-content. It transfers only the ownership of authorized copies of e-content files.

The Library affirms that it will comply with U.S. Copyright Law. The Library uses Adobe Content Server and/or standard digital rights management best practices to inhibit unauthorized copying of files.

The Library and the Provider interpret U.S. Copyright Law in the following manner:

The Library may not make multiple unauthorized copies to sell or lend. The Library may lend one copy to one user at a time. For example, if the Library buys four copies of a work, it may lend four copies simultaneously. It may not make derivative works, such as translations or movies. These are exclusive rights granted to the copyright owner 17 U.S.C. Sect. 106

The Library may lend a copy to a library user under First Sale 17 U.S.C. Sect. 109. The Library may make incidental copies as necessary to perform the lending function. The lending copy is an "evanescent" copy that disappears after a set period such as two weeks. During that time, the copy is not available to any other party. Incidental exercises of other lawful rights constitute non-infringing "fair use." See *Perfect 10, Inc. v. Amazon.com*, 508 F. 3d 1146 (9th Cir. 2007). Consideration of four Fair Use factors (see 17 U.S.C. Sect. 107): (1) The purpose for the digital copying is for nonprofit lending through a library, a favored purpose. (2) The nature of the work is published and may range from the highly technical to the highly creative. (3) The amount copied is an entire work, but it is "evanescent" in that it is not viewable after the loan period has ended. (4) The market effect is negligible in that the content owner is compensated for an authorized copy. Although a digital file is not susceptible to wear and tear in the same manner as a physical book, it is susceptible to digital decay.

Archiving and Perpetual Access

The Library may make a replacement copy for a damaged, deteriorating, lost or stolen file or if the existing format in which the e-content is stored becomes obsolete and if the Library, after a reasonable effort, determines that an unused replacement cannot be obtained at a fair price and that any such copy reproduced in digital format is not made available to the public in that format outside the premises of the library. 17 U.S.C. Sect. 108(c).

The Provider grants consent to the Library to transfer the e-content to another platform utilizing the prevailing technology of the day.

Accessible Copies

If a published nondramatic literary work is not accessible to library users with disabilities, the library may reproduce and distribute a copy in a specialized format exclusively for use by blind and other persons with disabilities. The copy shall bear a notice that any further reproduction or distribution in a format other than a specialized format, and will include a copyright notice identifying the copyright owner and the date of the original publication. 17 U.S.C. Sect. 121.

Additional Uses

This purchase order may be accompanied by a separate license agreement that allows concurrent or other additional uses that go beyond the uses permitted under U.S. Copyright Law.

Authorized Users

The Library's current staff and registered patrons are authorized users and may access the e-content remotely with appropriate log-in credentials.

In addition, the Library may retain the services of an outside professional for the purpose of acquisitions, cataloging, and related professional services.

Inappropriate Use

The Library recognizes that the material provided as part of the acquisition is a valuable business asset of the Provider and that misuse of this material, such as unauthorized resale or systematic redistribution, negatively affect the Provider's business. The Library will make reasonable efforts to prevent the misuse of the content and limit access to authorized users, and will not knowingly allow unauthorized users to gain access.

While the Library cannot control user behavior, an obligation to inform users of appropriate uses of the content is acknowledged, and the Library will cooperate with the Provider to resolve problems of inappropriate use.

When questionable activity such as systematic downloading is detected, the Provider should notify the Library as soon as possible. If the Library detects inappropriate use, the Provider should be notified as soon as possible. Both the Provider and the Library should strive to resolve the incident quickly.

By: _____

By: _____

Provider

Library

Dated: _____

Dated: _____

**Statement of Common Understanding
for Purchasing Electronic Content
Interlibrary Loan Addendum No. 1**

Dated July 24, 2014
Updated July 30, 2015
Updated October 12, 2015
Updated April 25, 2017

USAGE RIGHTS

Nothing in this License shall in any way exclude, modify or affect any of the Library's or any Member's rights under Copyright Revision Act of 1976 as amended provided that such rights are exercised in accordance with Section 108 of the Act.

INTERLIBRARY LOAN

Subject to the Statement of Common Understanding for Purchasing Electronic Content, Interlibrary Loan shall be allowed. The Library may supply a single copy of an individual document, chapter or book derived from the e-content to an Authorized User of another library utilizing the prevailing technology of the day. The Library agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC 108, "Limitations on exclusive rights: Reproduction by libraries and archives").

By: _____

By: _____

Provider

Library

Dated: _____

Dated: _____

GOOD NEWS PUBLISHERS

Including

Crossway Books and Bibles
A Publishing Ministry of
Good News Providers
1300 Crescent Street
Wheaton, IL 60187

ADDENDUM No. 2

STATEMENT OF COMMON UNDERSTANDING ADDENDUM made this 21st day of July 2015 between GOOD NEWS PUBLISHERS, an Illinois Corporation, hereinafter called the Provider, and [YOUR LIBRARY NAME], hereinafter called the Library.

Pertaining to the Statement of Common Understanding (SCU) provided by the Library:

Whereas the Provider and Library have mutually agreed to amend Paragraph 1 of the original agreement to read as follows:

1. **The Purchase Order.** Pursuant to the terms and conditions of this SCU, Provider grants Library a nonexclusive license to distribute ebook files, published and released by the Provider, through Library websites and electronic systems utilized by the Library. Files will be purchased individually by each participating library in the group through the Provider's website (Crossway.org).

No other use or distribution by the Library of the Licensed Works is permitted without prior written permission of the Provider.

All other terms and conditions of the SCU are hereby confirmed and ratified and will go into effect at the signing of this addendum.

Witness the signatures of the parties hereto:

For the Provider: GOOD NEWS PUBLISHERS

_____ Date: _____

Daniel J. Kok
Senior Vice President, Operations

For the Library: [YOUR LIBRARY NAME]

_____ Date: _____

**Statement of Common Understanding
for Purchasing Electronic Content**

Unlimited Users Addendum No. 3

Dated October 12, 2015

Updated April 25, 2017

Provider agrees that the Statement of Common Understanding for Purchasing Electronic Content shall be interpreted to allow unlimited concurrent use for Authorized Users of the Library.

By: _____

By: _____

Provider

Library

Dated: _____

Dated: _____