WHAT THE LICENSE DOESN'T SAY:

Silent Clauses and Restrictive Practices in E-Resources

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INTRODUCTION

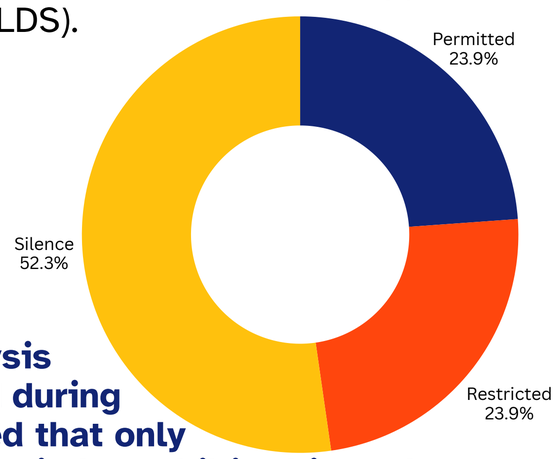
This study examines the impact of restrictive and/or silent clauses in electronic resource licensing agreements, alongside market monopolization in single-source procurement and shrinking budgets on interlibrary resource sharing. The study demonstrates that the limited use of e-resources is primarily driven not by technical limitations, but rather by the structure and inherent restrictions of licensing agreements. In this context, the importance of copyright-compliant sharing, licensing literacy, and more transparent contractual models is emphasized. Accordingly, this study aims to safeguard sustainable and equitable e-resource sharing through multi-dimensional solutions ranging from statutory regulations and consortial negotiations to local institutional practices.

METHODS

DIFFERENT LICENCES

The fact that each e-resource carries its own unique licensing terms complicates the development of a standardized and sustainable approach to Interlibrary Loan and Document Supply (ILDS).

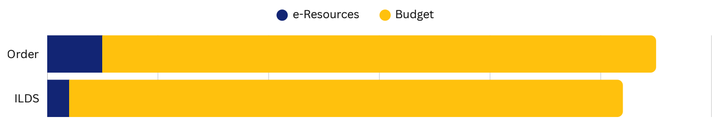
This situation necessitates a separate licensing evaluation for each request, forcing libraries to maintain a delicate balance among legal uncertainties, access restrictions, collection development goals, and budget constraints.



At Özyeğin University Library, an analysis of the 88 licensing agreements signed during The 2025–2026 academic year revealed that only 21 explicitly permitted ILDS, while 21 strictly prohibited it, and 46 remained completely silent on the matter.

SINGLE-SOURCE & THE BUDGET

Monopolization issues that arise particularly in single-source acquisitions have led to the closure of alternative access channels, bringing ILDS services to a critical point for libraries. The total cost of individual e-books for **9.13%** of the library budget. This expenditure is currently shared between two market-leading providers.



In the 2025–2026 academic year, **10%** of the combined document supply and book budget was spent directly on acquiring resources that could not be fulfilled via ILDS.

KEY POINTS IN EVALUATING ILDS REQUESTS

LEGAL UNCERTAINTIES → **ACCESS RESTRICTIONS** → **COLLECTION DEVELOPMENT GOALS** → **BUDGET MANAGEMENT**

WORKFLOWS

OPERATIONAL & LEGAL IMPACT

PERMISSIVE / STANDARD LICENSING:
Zero legal ambiguity / High operational efficiency

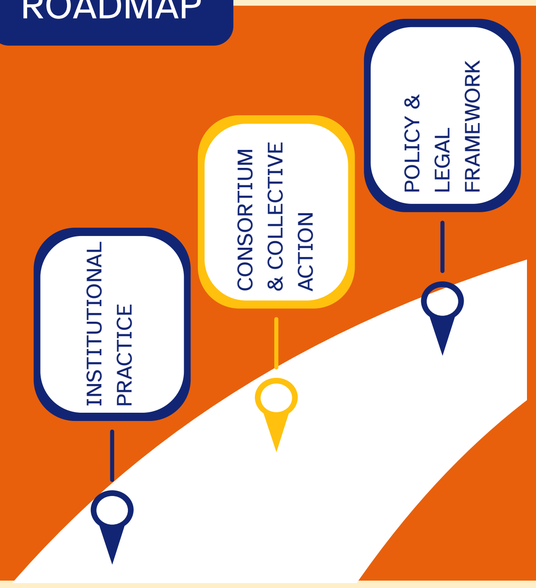
SILENT / RESTRICTED LICENSING:
Heavy administrative burden & persistent legal uncertainty

** Silent clauses transform automated document supply into manual, multi-day license auditing.

RESULTS

- Licensing literacy training equips librarians to interpret contractual language and silent clauses with confidence, ensuring operational workflows are conducted with legal certainty.
- Clearly defining the boundaries of copyright-compliant sharing creates a sustainable balance between legal compliance and user access needs.
- Collective consortial action enhances libraries' procurement and bargaining power, building shared resilience against single-source market pressures.

ROADMAP



- Treating resource-sharing rights as a non-negotiable prerequisite in contracts safeguards libraries' legitimate access rights.
- Implementing standardized licenses establishes binding and explicit ILDS provisions across consortia, eliminating contractual ambiguities.
- Establishing statutory rights for non-commercial cross-border interlibrary lending ensures international document supply is protected against publisher-imposed restrictions.