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Shaping Substantive Fairness Rules for Copyright Contracts in Library Digital Resource Acquisition: Postprint

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Abstract

[Purpose/Significance] This study investigates the issue of substantive unfairness in copyright contracts during the process of library digital resource acquisition, analyzing its characteristics, causes, and proposing countermeasures.

[Method/Process] This research employs literature analysis, case study, and comparative law methods to elaborate on copyright issues concerning library digital resource acquisition.

[Results/Conclusions] Copyright contracts in the library digital resource acquisition process exhibit characteristics of substantive unfairness; the primary cause of this problem is the current lack of specialized copyright contract rules in China; recommendations for rule adjustments to achieve substantive fairness in copyright contracts for library digital resource acquisition mainly encompass four aspects: clarifying licensing rules for the long-term preservation of library digital resources; adding limitations and exceptions to technological protection measures for libraries; adjusting the relationship between copyright limitations and private copyright rules; and reasonably introducing antitrust regulations.

Full Text

The Shaping of Substantive Fair Rules for Copyright Contracts in the Process of Library Digital Resource Acquisition

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Abstract:

[Purpose/Significance] This paper examines the substantive unfairness of

copyright contracts in current library digital resource acquisition processes, analyzing its characteristics, causes, and countermeasures. **[Method/Process]** Using literature review, case study, and comparative jurisprudence methods, it expounds on copyright issues related to library digital resource acquisition. **[Result/Conclusion]** Copyright contracts in library digital resource acquisition exhibit features of substantive unfairness; the primary cause is the absence of specialized copyright contract rules in China. Proposed adjustments to achieve substantive fairness include four aspects: clarifying licensing rules for long-term digital resource preservation in libraries; adding limitations and exceptions to technical protection measures for libraries; adjusting the relationship between copyright limitations and private copyright rules; and reasonably introducing anti-monopoly rules.

Keywords: library; digital resource acquisition; copyright contract

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Digital resource acquisition constitutes a critical component of library information assurance system development, governed by both copyright law and commercial contracts. On one hand, copyright law establishes limitations and exceptions that grant libraries fair use rights for copyrighted works; on the other, contract terms negotiated during digital resource acquisition are legally binding. Due to divergent objectives between libraries and vendors in digital resource transactions, both parties engage in negotiations over rights and obligations based on relevant legal rules, with these negotiations crystallizing in digital resource license agreements. The widespread use of standard-form contracts has rendered this process a purer manifestation of “freedom of contract.” Consequently, the library community has responded by researching digital resource licensing policies [1] and issuing license templates or guiding principles to enhance libraries’ bargaining power. However, fundamental inequality in negotiation positions remains unresolved, as evidenced by the 2014 “Cheng Huanwen’s Questions” [2] and the Digital Resource Acquisition Alliance (DRAA)’s boycott of the Royal Society of Chemistry (RSC) journal database [3], highlighting the complexity and acuity of this issue. As digital resources have become foundational to library services, boycotting transactions to counter “database vendor hegemony” [4] is not a viable strategy. Libraries must both strengthen their practical understanding and response to digital resource license agreements and advance theoretical research to promote the shaping of substantive fair copyright contract rules for digital resource acquisition. Given the significant impact of copyright contract fairness on library digital resource acquisition, this paper, grounded in legal analysis, examines the characteristics and causes of substantive unfairness in copyright contracts during library digital resource acquisition and explores countermeasures to inform relevant research and practice.

2. Characteristics of Substantive Unfairness in Copyright Contracts During Library Digital Resource Acquisition

2.1 Copyright Expansion and the Resulting Legal Status Imbalance Between Transaction Parties

The formation of digital resource license agreements during library acquisition rests on copyright and contract law foundations, with legal rules establishing the basic framework for rights and obligations. Neither party's claims can exceed legally granted rights, and obligations must conform to fundamental legal principles. Currently, as internet transmission has become a primary means of exploiting works and neighboring rights objects, contemporary digital-era copyright legislation—represented by the WCT, WPPT, and DMCA—has expanded copyright protection, particularly regarding digital reproduction, technical protection measures, and information network transmission rights. For libraries, digital reproduction permeates the entire user access process, and vendors' claims regarding download quantities (viewed as reproduction) receive copyright law support. Technical protection measures prevent libraries from circumventing or circumventing vendors' technological restrictions when integrating acquired digital resources with collection systems or undertaking long-term preservation, requiring authorization for relevant technical processing. Information network transmission rights constrain libraries' digital resource services delivered via networks, subjecting them to vendor licensing and thereby weakening libraries' service innovation autonomy. Overall, while copyright expansion has achieved the goal of bringing digital exploitation within copyright protection, its impact on copyright balance cannot be quickly absorbed. Research indicates that current copyright limitations and exceptions are ill-adapted to digital environment library development needs, particularly regarding insufficient exceptions for library reproduction rights, technical protection measures, and information network transmission rights [5], placing libraries at a legal disadvantage during contract formation and leaving their traditional services' reasonable extensions in network environments without legal support.

2.2 Contracting Position Inequality and Its Undermining of Fairness Principles

The principle of fairness constitutes a fundamental tenet of modern civil law, requiring equivalence between parties' rights and obligations. As a legislative principle, fairness requires both institutional regulation of fairness-violating behaviors and bargaining power parity between contracting parties. In library digital resource acquisition, inequality between libraries and vendors manifests in three aspects: First, digital resource industry consolidation has enhanced vendors' control over digital resources (particularly academic resources), creating monopolistic operations that contrast with individual libraries' fragmentation. Although consortium purchasing can improve bargaining power, market position imbalances persist due to funding and resource demand differences among libraries. Second, standard-form contracts exacerbate inequality. Vendors' mar-

ket participation gives them greater professional expertise in contract drafting, with texts typically prepared in advance by legal professionals. Library acquisition staff, relying on personal experience, struggle to fully grasp complex agreements, reducing genuine negotiation and highlighting vendors' superior bargaining position while risking libraries' legitimate rights being constrained by contract terms [6]. Li Jia et al. [7] examined 23 DRAA consortium-licensed databases and 5 domestic databases, finding domestic licenses overly simplistic while foreign ones were cumbersome, with unclear or inconspicuous fair use clauses and excessive professional jargon reducing libraries' comprehension. Third, copyright expansion worsens libraries' legal disadvantages, intensifying contracting inequality. Due to inadequate copyright limitation and exception systems for libraries, some reasonable library claims lack legal support, while vendors' license texts implicitly include browsing rights, access rights, and additional restrictive clauses [8] that, although potentially exceeding copyright protection scope, remain enforceable due to legislative and judicial uncertainty about whether copyright limitations constitute mandatory or implied legal rules and whether contract freedom can be limited under copyright or general law, thereby squeezing libraries' legitimate rights and exacerbating substantive unfairness.

2.3 Unreasonable Contractual Restrictions on Libraries

Libraries acquire digital resources to fulfill their role as knowledge dissemination centers through services and long-term preservation, consolidating their position in digital environments [9]. However, current license agreement terms inadequately support these objectives, instead imposing restrictions. First, unreasonable pricing and opaque pricing mechanisms hinder libraries' ability to formulate effective long-term digital collection strategies. Vendors' "selling the same fish multiple ways" [10] sales models reduce systematic digital resource collection. Second, vendors' refusal to license certain resources or inadequate licensing constrains library service capabilities. Contractual restrictions on utilization scope and methods subordinate library digital resource services to business models, preventing libraries from developing distinctive services to enhance user appeal. Meanwhile, inadequate contract support for long-term preservation poses challenges. Li Jia et al.'s research [7] shows that among 28 surveyed databases, permanent online access constitutes the primary preservation method (75% of databases), but such access is typically conditional, requiring annual fees or specific subscription thresholds. Most agreements impose numerous restrictions on text/data mining, deep integration with library catalogs, and database reverse engineering, with only 32.1% explicitly permitting resource integration—yet such technical processing is essential for long-term preservation. Additionally, uncertainty about whether the "first sale doctrine" applies to digital works blurs the line between digital work ownership transfer and copyright licensing [11], leaving libraries without clear legal basis for subsequent digital resource utilization. Vendors restrict subsequent library use through contract terms, preventing libraries from developing sustainable digital resource service capa-

bilities. In summary, current contract rules restrict libraries' digital resource utilization, preservation, and subsequent processing, imposing unreasonable additional copyright obligations.

3. Legal Source Dilemmas and Substantive Unfairness in Copyright Contracts

Practically, substantive unfairness in library digital resource acquisition contracts stems from market position disparities, professional competence gaps, and libraries' limited marketization as public service institutions, resulting in unequal status. Institutionally, the problem reflects the absence of specialized copyright contract rules in China, where legal source dilemmas leave "freedom of contract" unregulated, magnifying libraries' weak market bargaining power.

3.1 Copyright Law's Inadequacy in Addressing Substantive Unfairness

In copyright law, China's Copyright Law and Regulations on the Protection of Information Network Transmission Rights contain provisions related to copyright contract fairness, with library copyright limitations and exceptions and provisions on copyright work licensing and transfer contracts forming the legal basis. Regarding library copyright limitations and exceptions, the 2020 revised Copyright Law includes Article 24 on "fair use of copyrighted works" and Articles 26-31 on "copyright licensing and transfer contracts." Article 24(8) provides a reproduction exception for libraries "for display or preservation purposes," but neither clarifies its applicability to digital resources nor whether it remains effective when excluded by contract terms. The six articles on "copyright licensing and transfer contracts" primarily regulate copyright transactions and protect copyright holders' rights, including recommendatory provisions on contract content and form (Articles 26-27), referential provisions on copyright pledges (Article 28), prohibitions on expansive interpretation of rights transfers (Article 29), supplementary provisions on work remuneration standards (Article 30), and mandatory provisions protecting authors' moral rights (Article 31). Only Articles 29-31 have adjudicative function, but none directly address copyright contract fairness. The Information Network Transmission Rights Regulations Article 7 addresses library digital resource reproduction exceptions but affirms contractual agreements' priority over reproduction exceptions. Article 12 enumerates four technical measure exception scenarios but excludes libraries. Thus, these institutional arrangements cannot directly support improved library bargaining positions in digital resource transactions, and vendors as rights holders can still expand libraries' statutory copyright obligations through contract terms to maximize their interests.

3.2 Contract Law's Inadequacy in Addressing Substantive Unfairness

In contract law, unconscionability and changed circumstances clauses, plus mandatory norms for specific contract forms or content, constitute the main legal basis for fairness principles, with standard-form contract provisions also reflecting fairness concerns. In civil law, substantive fairness means limiting complete private autonomy for justice, manifested in contract law as legal correction when parties' free will suffers improper intervention during formation or performance to achieve genuine legal equality [12]. However, vendor-dominated license agreements in library digital resource acquisition do not clearly breach civil or contract law constraints on contractual binding force—that is, they rarely constitute unconscionability or changed circumstances, making them difficult to invoke in practice. Regarding unconscionability during contract formation, Article 151 of China's General Principles of Civil Law states: "Where a party exploits the other party's state of distress, lack of judgment, or similar circumstances, causing the civil legal act to be grossly unfair at its formation, the aggrieved party may request the people's court or arbitration institution to rescind it." The Contract Law (Article 54) describes this as "a contract concluded by one party through fraud, coercion, or taking advantage of the other party's predicament, causing the other party to act against their true intention." The 2021 Civil Code inherits this formulation. Although digital resource vendors exploit their advantages in information, knowledge, and economic status to craft self-serving terms, this rarely equates to exploiting libraries' "distress," "lack of judgment," or "predicament" to trigger unconscionability. Research [7] shows that power-responsibility imbalances constitute prominent "take-it-or-leave-it" clauses, with vendors using exemption clauses to evade responsibility while libraries bear liability for user behavior and assume risks transferred through exemptions—yet this is difficult to characterize as unconscionability. Changed circumstances doctrine addresses post-formation unconscionability triggered by unforeseeable major changes objectively affecting contract performance. China's current legal system lacks direct provisions, though principles appear in civil and contract law. The Contract Law (Article 117) describes it as "if a contract cannot be performed due to force majeure, liability may be partially or wholly exempted according to the impact," defining force majeure as "objective circumstances that cannot be foreseen, avoided, or overcome." The new Civil Code (Article 533) addresses changed circumstances during performance, allowing parties facing unfairness from unforeseeable, non-commercial major changes to negotiate or arbitrate modifications or termination. While libraries may encounter changed circumstances during performance, these fall outside substantive unfairness scope, making it difficult to address through contract law. Moreover, although vendor-dominated license agreements do not trigger unconscionability or changed circumstances, their widespread use as standard-form contracts cannot be ignored. Chinese contract law limits standard-form clause invalidation to circumstances specified in Articles 52 and 53 (contract invalidity and exemption clause invalidity), with stringent triggering conditions that libraries struggle to invoke. Thus, contract law institutions cannot resolve

substantive unfairness in library digital resource acquisition copyright license agreements.

3.3 Inadequacy of Other Legal Areas

Beyond copyright and contract law, substantive unfairness in library digital resource acquisition contracts cannot be effectively regulated through the Public Library Law or Anti-Monopoly Law. The Public Library Law primarily defines public libraries' nature, status, funding, operation, and services to provide legal guarantees for public library development, neither aiming to regulate nor having authority over micro-level digital resource acquisition issues. The Anti-Monopoly Law targets monopolistic agreements, abuse of market dominance, business concentration, and administrative power abuses restricting competition. The library community attributes vendors' abuse of special rights primarily to restrictive agreements and market dominance abuse [13]. Currently, a few vendors control digital resource supply, increasingly dominating production and distribution through exclusive licensing, while standard-form contracts in digital resource acquisition exhibit monopolistic agreement characteristics. Opaque pricing, bundled print-digital sales, and differential pricing strategies also suggest market dominance abuse. However, China's objective difficulties in proving market dominance abuse [14] create practical challenges for libraries seeking legal relief through anti-monopoly civil litigation. Considering legal costs, the Anti-Monopoly Law cannot serve as a routine legal avenue for libraries to secure contract fairness. Additionally, Anti-Monopoly Law Article 55 states that lawful intellectual property exercise falls outside its scope, applying only to IP abuse, making anti-monopoly application contingent on proving private copyright rules' illegality—something current copyright systems cannot resolve.

In summary, the unique nature of substantive unfairness in library digital resource acquisition contracts leaves existing copyright and contract law rules inadequate. On one hand, rules' indirectness and dispersion prevent resolution of libraries' acquisition challenges; on the other, absent institutional value consensus hampers regulatory adjustment, leading to deadlocks where libraries resist transactions. Library digital resource acquisition involves more than private IP interest allocation; copyright contract rule shaping must acknowledge unequal bargaining positions and pure "freedom of contract" drawbacks to inform institutional adjustments.

4. Addressing Substantive Unfairness in Copyright Contracts

4.1 Establishing Value Objectives for Substantive Fairness

Juridically, copyright contracts uphold freedom of contract and private autonomy as supreme principles, recognizing individual "will" in legal relationship formation [15]. However, fairness principles require more positive freedom, manifested institutionally as "focusing on typical situations where prerequisites

for autonomous decision-making are obstructed or frustrated and seeking corresponding legislative responses” [16]. In library digital resource acquisition, copyright expansion and unequal bargaining positions create vast disparities in negotiating power. Therefore, reasonable value objectives for copyright contract fairness must address libraries’ weak bargaining positions and contractual squeezing of statutory rights to achieve win-win acquisition outcomes.

4.1.1 Promoting Sustainability of Library Digital Resource Acquisition Libraries require reliable digital resource systems to fulfill institutional functions, making specialized databases indispensable. However, funding constraints and unfair contract rules during acquisition create practical difficulties. Substantive fairness in copyright contracts should first promote acquisition sustainability. The library-vendor relationship essentially involves public finance purchasing private products/services, reducing vendor transaction risk (given public finance credibility) while raising public fund efficiency concerns. As public financial investment for education, research, or public cultural services, libraries’ participation in the digital resource industry chain is non-commercial, with clearly defined and traceable service target groups making unauthorized use through libraries relatively controllable and limiting economic impact on vendors. Whether public fund investment through libraries achieves expected returns affects funding continuity, giving vendors an obligation to help libraries improve resource utilization for market healthy development. Foreign experience shows that price increases, limited library choice, and reduced flexibility from long contract terms have caused bulk e-journal transaction declines [17], with similar domestic problems reflecting unsustainable transaction models lacking substantive fairness. Therefore, copyright contract substantive fairness should promote sustainable library digital resource acquisition to foster healthy market development.

4.1.2 Balancing Emerging Business Models and Library Digital Transformation Emerging technologies reshape digital resource usage and business models, making libraries dependent on vendors not only for content but also for usage methods. B. Marshall’s library system market report [18] shows market integration has led to a few large companies dominating the library technology industry, controlling both digital content and shaping usage through technological innovation. Industry leaders are driving deep integration of digital resources, management systems, and applications, “replacing” libraries in designing preservation and utilization rules, further compressing libraries’ options. Current library system product development trends include: (1) companies targeting schools or communities rather than libraries alone with innovative products, dispersing libraries’ central digital resource functions; and (2) companies strengthening open-source resource penetration through mergers or investment, enhancing commercial control over the digital resource industry chain. These developments show that while digital reproduction and transmission convenience weakens vendors’ micro-level control over work dissemination, their macro-level

control over the digital resource industry chain strengthens. With DRM technological advances, unauthorized dissemination risks can be controlled through innovation, while unequal bargaining positions in library digital resource acquisition require fairer rule shaping. Based on fairness principles, new business models should accommodate library development needs, supporting foundational requirements for digital transformation such as long-term preservation and integrated utilization.

4.1.3 Ensuring Libraries' Actual Benefit from Copyright Limitations and Exceptions Compared with European and American copyright law, China's library fair use system is weaker, with narrow fair use scope and absent support systems for libraries' actual benefit from fair use. Given traditional contracting position assessment methods' defects and industry chain changes under new technologies, China's copyright contract substantive fairness rules for library digital resource acquisition should be more cautious in special protection arrangements. On one hand, institutional arrangements should fully consider the public service nature of library digital resource acquisition and the controllability of user resource utilization behaviors, identifying behavior types requiring restriction or prohibition based on actual damages and foreign legislative/judicial practice, while fully considering impacts on library services to avoid inappropriate contractual terms affecting normal digital resource use. On the other hand, shaping substantive fairness rules should address negative effects of freedom of contract principle abuse, balancing approaches to standard-form contracts' exclusion of libraries' statutory rights.

4.2 Establishing Substantive Fair Copyright Contract Rules

Substantive fair copyright contract rules aim to correct unequal bargaining positions through institutions to achieve genuine contract freedom [19], primarily through empowerment and restriction mechanisms. Rules for library digital resource acquisition should baseline library copyright limitations and exceptions, adopt comparative law methods to absorb foreign legislative and judicial achievements, enhance libraries' contracting capacity through additional contract rules addressing inequality, limit contractual autonomy through mandatory rules to prevent private copyright rule abuse from disrupting copyright balance, and reflect both assertion of needs critical to library social functions and industry values and restriction of vendors' unreasonable rights expansion to prevent unconscionable outcomes.

4.2.1 Clarifying Licensing Rules for Library Digital Resource Long-Term Preservation Based on digital information's vulnerability, countries have elevated long-term digital preservation to national strategy, with libraries as social memory institutions viewing digital preservation as an important mission. Currently, although some long-term preservation clauses are emerging, transaction parties understand digital resource long-term preservation differently. Vendors interpret it as long-term accessibility, while libraries aim for

long-term survival, authenticity, and future usability [20], meaning libraries need not only permanent access but also long-term use and retention rights. Library long-term preservation does not seek substantive copyright transfer but hopes to achieve digital information preservation at lower cost through copyright works' fair use within the copyright framework. Foreign copyright legislation, including DMCA, has established reproduction exceptions for digital works to create conditions for library digital resource long-term preservation [21]. The EU's 2019 Digital Single Market Copyright Directive [22] explicitly allows cultural heritage institutions (including libraries) to reproduce any permanently collected works or content in any format or medium for cultural heritage preservation purposes, facilitating digital cultural heritage preservation. China's copyright system reform could absorb such legislative experience, creating reproduction exceptions for public libraries' internal digital archiving and allowing format migration of collected digital resources under specific conditions to ensure fulfillment of libraries' long-term preservation functions.

4.2.2 Adding Limitations and Exceptions to Technical Protection Measures for Libraries

The 1996 WCT and WPPT incorporated technical measures into copyright protection, prohibiting circumvention without permission. Since then, technical measures have become an important component of contemporary copyright systems as a private rights protection "technical approach." As a self-help remedy, technical measures exhibit direct control, with "access" control giving rise to "access right" issues for digital work dissemination, transcending traditional copyright. While technical protection facilitates property rights realization in digital environments and better incentivizes creation, scholars worry about resulting copyright monopolies causing compulsory scarcity of copyrighted works [23]. Therefore, while emphasizing technical protection, US and EU legislation includes institutional settings to limit technical measures for copyright balance. The US DMCA [24] establishes different protection levels for access-control and copyright-protection technical measures, combining general exceptions with authorized temporary exceptions to avoid over-expansion. The EU's Information Society Copyright Directive [25] sets corresponding technical measure protection exceptions for copyright types and includes institutional arrangements to ensure beneficiaries, including libraries, actually benefit from exception systems. Both treat libraries as important beneficiaries, with DMCA authorizing the US Library of Congress to designate specific work categories every three years for which access-control technical measures may be circumvented. The EU's 2019 Digital Single Market Copyright Directive [22] clarifies that technical measures by rights holders should not exceed what is necessary to ensure network and database security and integrity. Therefore, China's copyright system should add library-oriented technical measure protection exceptions, restricting rights holders' technical measures that maximize economic interests rather than protect legitimate rights, to improve libraries' bargaining positions.

4.2.3 Adjusting the Relationship Between Copyright Limitations and Private Copyright Rules Private copyright rules in digital resource license agreements pursue monopolistic interests with inherent drawbacks that cannot be self-corrected. Therefore, shaping substantive fair copyright contract rules for library digital resource acquisition requires introducing mandatory statutory rules to limit pure freedom of contract. Due to private copyright rules' independence from copyright law, internal copyright law rules struggle to adjust the relationship between copyright limitations and contract clause exclusion. Although countries face difficulties handling this relationship, attempts to limit private copyright rule abuse through new means continue. Given legislative controversies, the US primarily uses principled standards to define private copyright rule legality, such as the Uniform Computer Information Transactions Act (1999) [26], which allows courts to refuse contract enforcement based on violations of fundamental public policy (Section 105(b)) or unconscionability (Section 105(a)), a legislative model continued in subsequent laws. Given publicly funded libraries' public service legitimacy, these principles somewhat limit private copyright rule abuse. EU legislation adopts a more direct approach to invalidate contract terms violating specific purposes, such as the 2019 Digital Single Market Copyright Directive [22], which renders unenforceable any contract 条款 conflicting with libraries' cultural heritage preservation reproduction exceptions. Drawing from US and EU legislative and judicial practice, China could add criteria for adjudicating private copyright rules and fair use relationships, granting legitimacy to specific private copyright rules based on current copyright industry development practice while using mandatory norms to clarify that private copyright rules cannot circumvent copyright limitations, balancing bargaining positions and ensuring fulfillment of libraries' public service functions.

4.2.4 Introducing Anti-Monopoly Rules Pricing and sales model issues in digital resource licensing are focal points of substantive unfairness. Since databases received copyright protection, based on the "sweat of the brow" doctrine, databases meeting originality requirements as compiled works enjoy property rights protection. Many criticisms of current digital resource pricing and sales models represent autonomous business choices within legal frameworks, following market economy theory and subject to spontaneous market adjustment. Shaping substantive fair copyright contract rules for these issues primarily examines their legality from a market competition order maintenance perspective to prevent private copyright rule abuse. Based on this principle, three issues require consideration: First, whether separate sub-databases formed by vendors from the same underlying data according to user needs through different structural processing constitute new "database works" under copyright law (e.g., separately selling high-impact journal databases). Second, whether "bundling" of digital and print resources during acquisition constitutes market dominance abuse. Third, whether vendor mergers and integration constitute business concentrations with anti-competitive effects. The first question concerns the legality

of separate database sales; given vendors' intellectual, financial, and human investment and sub-databases' originality, this sales model is copyright law-valid. The latter two questions exceed copyright law scope, requiring anti-monopoly rule introduction. In determining private copyright rule legality through anti-monopoly rules, the digital resource copyright industry's particularities must be considered, examining whether exclusive licensing models create underlying data resource monopolies and whether sales model and technical measure combinations factually prevent other operators from entering relevant markets [27]. Therefore, judging vendor monopolistic behavior should add a competition impact element, allowing potential competitor entry in the same market domain to prevent vendor monopolization of specific digital resource transactions.

Conclusion

This paper addresses substantive unfairness in current library digital resource acquisition copyright contracts, using jurisprudential perspectives and methods to analyze copyright dilemmas constraining library development in digital environments. Amid copyright industry and internet industry stalemates causing copyright legislative gridlock, library copyright research must focus on how private copyright rules restrict libraries' legitimate rights and seek fairer copyright contract rule shaping to promote better library development.

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Author Contributions:

Chai Huiming: Proposed the research topic and wrote the initial draft.

Zhang Libin: Provided revision suggestions and revised the paper.

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