April 2001

Adventures in Librarianship: Spite License

Ned Kraft

Ralph J. Bunche Library, kraftno@state.gov

Follow this and additional works at: <https://docs.lib.purdue.edu/atg>

Part of the [Library and Information Science Commons](#)

Recommended Citation

Kraft, Ned (2001) "Adventures in Librarianship: Spite License," *Against the Grain*: Vol. 13: Iss. 2, Article 40.

DOI: <https://doi.org/10.7771/2380-176X.3480>

This document has been made available through Purdue e-Pubs, a service of the Purdue University Libraries. Please contact epubs@purdue.edu for additional information.

Adventures in Librarianship — SPITE LICENSE

by **Ned Kraft** (Ralph J. Bunche Library, U.S. Department of State)
<kraftno@state.gov>

The paper and adhesive combination formally offered by **Stick-It Notes** is proprietary. **Stick-It Notes** offers its use to the licensee on the terms set out below.

In consideration of the mutual promises contained herein, the fees to be paid in connection therewith, and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1.0 Definitions

1.1 "Sheet" refers to a single piece removed from a **Stick-It Notes** "pad." A "sheet" does not become a "sheet" unless it is segregated from its companion sheets. Until such action is taken by the licensee, the conglomeration shall be known simply as the "pad."

1.2 "Text" refers to data supplied by the product user, inscribed on a "sheet." Text can be "language oriented," as in "Hi!" or "Call Betty," or it can be a "non-language entity," such as an arrow or a smiley face.

2.0 The License Granted

2.1 On receipt by **Stick-It Notes** of the license fee specified, **Stick-It Notes** grants to Licensee a non-exclusive, non-transferable license to use **Stick-It Note** pads in the specified manner. Accepting that the licensee may provide text to sheets of **Stick-It Notes**, and may in fact "stick" those notes wherever it pleases the licensee, the license may be revoked if licensee provides text to those sheets that violates good taste or "sticks" a sheet in a position deemed flagrantly offensive.

2.2 Sheets should not be used by minors, the elderly, or members of the longshoremen's union.

3.0 New Releases

3.1 Licensee will be informed of new releases of **Stick-It Notes**. Licensee will return all unused sheets and pads from the previous version and will receive replacements from the new release. **Stick-It Notes** is not responsible for the successful migration of data from the old release to the new.

3.2 An untrained representative from **Stick-It Notes** will be dispatched to the licensee for on-site training.

3.3 **Stick-It Notes** will maintain a fee-for-service help desk for questions regarding the new release.

4.0 Term

4.1 The term of this License Agreement shall be perpetual unless the License Agreement is terminated pursuant to the terms and conditions hereof, or until such time as the licensee runs out of pads.

5.0 Disclaimer of Warranties and Limitation of Liability

5.1 The only warranty made by **Stick-It Notes** with respect to the product is that the original physical media shall be free of defects in material and workmanship for a period of sixty days after delivery. **Stick-It Notes** is not responsible for whatever threats, innuendo, or incorrect phone numbers may be provided as text by the licensee.

6.0 General Provisions

6.1 Any exhibits hereto, if any, are incorporated in this License Agreement to the same extent.

6.2 If provision 6.1 (above) is unclear, it shall be thoroughly disregarded by **Stick-It Notes** and Licensee.

7.0 Pricing

7.1 Pricing shall be determined using the standard "exasperation formula" whereby the number of copies is multiplied by the square root of the numeric birth date of the licensee, then further multiplied by a random number to be determined by **Stick-It Notes**.

7.2 If the price determined by provision 7.1 does not prove favorable to **Stick-It Notes**, pricing will be determined jointly by **Stick-It Notes** and licensee using the "dice" method.

7.3 The "dice" mentioned in provision 7.2 will be provided by **Stick-It Notes** from its stock of special "price determination" dice.

ATG talks to Dan Halloran from page 51

Blackwells Book Services is making some small changes related to servicing projects funded by international aid organizations and how we service requests for music-related materials. These will likely result in some redundancies.

At this point we can't be more specific about the number of people who will be made redundant because we are in the consultation phase with employees. This means employees have an opportunity to consult on the proposals and make suggestions on ways to reach the same goals but by different means. During this period we consult with all employees individually and as groups to explain the proposals and their effect on them. More important, we ask for their ideas on how to solve these business issues. At the end of the process, we will modify the original proposals with the suggestions from employees.

Although this draws out the process, it respects employees and the effect that our decisions have on them.

Everyone benefits by having input to decisions, both those who have managerial responsibility and those effected by them. It is a healthy process that delivers much better decisions.

We won't know what the final proposals are for another several weeks, so at this time no one has been laid off.

A number of people in **Headfiller**, our textbook over the Web division, have been made redundant. This division was started about two years ago when it seemed that selling textbooks over the Web was a great idea. The promise was much greater than the reality and we are merging this division into our UK online offering <http://bookshop.blackwell.co.uk/>. A US version of our online bookshop will be launched in the US soon allowing us to serve the needs of individuals as well as being a great rush order service for libraries. Stay tuned!

Finally, there is no effect on **Swets/Blackwell**.