

**BASIC LC/FEDLINK  
LICENSING AGREEMENT FOR  
ELECTRONIC PUBLICATIONS  
AND INFORMATION SERVICES**

**THIS AGREEMENT** is between \_\_\_\_\_  
“**Licensee**”, a member of the Library of Congress (LC) FEDLINK program, and  
\_\_\_\_\_  
“**Licensor**”, a firm  
incorporated in the state/country of \_\_\_\_\_ operating at the following  
address for the purposes of this agreement:  
\_\_\_\_\_.

**IN CONSIDERATION OF** the mutual promises set forth below, Licensor and Licensee agree as follows:

**1. Definitions.**

- a. “**Authorized site**” means Licensee’s work site, and includes remote locations.
- b. “**Authorized user**” means all full and part-time employees of Licensee, including those at remote locations, contractors working within the scope of their employment for Licensee, and Licensee’s agents, students, patrons, and the following:  
\_\_\_\_\_.
- c. The “**licensed database**” means the licensed electronic publication/information service including, if applicable, accompanying software. The database is named:  
\_\_\_\_\_.

**2. License.** Licensor hereby grants to Licensee the right to use the database in accordance with the terms and conditions of this Agreement. Licensor represents and warrants that it has the right to grant this license and that use of the database in accordance with the terms of this agreement will not infringe the intellectual property or other rights of any third party. The copyright and other proprietary rights in the database remain the sole and exclusive property of the Licensor or third-party owner, as appropriate. The licensed database is intended and authorized for use only at the authorized site and only by authorized users. Licensee shall use reasonable efforts to protect the database from being copied and from any other use that is not permitted under this agreement. No part of this database may be duplicated in hardcopy or machine-readable form without prior written authorization from Licensor, except as provided below.

- a. Redistribution and Interlibrary Loan. Licensee is granted permission to reproduce limited portions of the database and to redistribute the results of searches among the permitted class of users, and to perform interlibrary loan of materials from the database in accordance with U.S. copyright law and the Commission on New Technical Uses (CONTU) guidelines, which shall apply to both analog and digital copying and redistribution.
- b. Updates. Licensee will receive whatever updates to the database that are issued during the one-year period of this agreement and thereafter, if the agreement is extended. Upon receipt of updated material, Licensee shall cease use of the outdated material and promptly return it to the Licensor or destroy it, as agreed. Licensee will not transfer superceded databases to any other party. If Licensee fails to return or destroy material as required, Licensee may be denied any and all future updates, in addition to having imposed by Licensor limitations on any other rights hereunder.
- c. Disposition of Data and Software. Within ten (10) days after the termination of this agreement, whether by expiration of its term or pursuant to a specific provision, Licensee shall erase the Licensor's data and software from all tapes, disk files and computer memory and shall destroy all copies in Licensee's possession or return them to Licensor, except as provided below under Archival Copy.
- d. Archival Copy. Upon termination of this agreement, Licensor may retain one copy of any CD-ROM, diskette or other fixed media database for archival purposes. This archival copy of the database does not entitle the Licensee to any updates of the material.
- e. Specific Performance. In the event of a breach of either of the preceding two provisions, Licensor shall be entitled to specific performance of those provisions, in addition to any other rights and remedies to which it is entitled.
- f. Additional Rights/Restrictions. In addition to the above, authorized users may/may not:

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**3. Warranties.**

- a. Online System. Licensor shall use reasonable efforts to provide continuous availability of the online database subject to periodic unavailability due to maintenance of the server(s), the installation or

testing of software, the loading of data and downtime related to equipment or services outside of control of the Licensor.

- b. **Fixed Media.** Additionally, Licensor shall promptly replace at no cost to the Licensee all or part of the database which is defective or does not conform with this agreement, provided that the Licensee gives the Licensor written notice of the nonconformity, defect, or damage within sixty (60) days after Licensee's receipt of the copy. Without such notice, Licensor shall make replacement at the Licensor's replacement cost.

- c. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, THE DATABASE IS PROVIDED ON AN AS IS BASIS AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESSES OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

- 4. **Federal Acquisition Regulation.** All of the terms and conditions set forth in this agreement are governed by the language of the following Federal Acquisition Regulation (FAR) clauses: FAR 52.233-1, Disputes; FAR 52.249-2, Termination for the Convenience of the Government (Fixed-Price); and FAR 52.249-8, Default (Fixed Price Supply and Service). In the event any language in this agreement conflicts with the FAR clause provisions, the FAR provisions shall govern.

- 5. **Term.** This license shall begin on the date of the last signature on this agreement or \_\_\_\_\_ and shall be valid until \_\_\_\_\_.

- 6. **Termination.** Unless provided otherwise in the FAR clauses in this agreement, In the event that either party believes the other has materially breached any obligations under this agreement, that party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from receipt of this notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate this agreement without further notice.

- 7. **Payments and Interest.** Payments and interest will be in accordance with the terms and conditions of the Basic Ordering Agreement (BOA) and applicable federal law.

- 8. **Miscellaneous.**

- a. **Entire Agreement.** This agreement contains the entire agreement of the parties as to herein licensed use of the database and supercedes any and all

written or oral prior agreements and understandings. This agreement may only be amended or modified by a writing signed by the parties.

- b. **Governing Laws.** This agreement shall be governed and construed in accordance with the laws of the state of \_\_\_\_\_. The federal or state courts of the United States located in \_\_\_\_\_ shall have jurisdiction to hear any dispute under this agreement.
- c. **Assignment.** This agreement may not be assigned by either party without the prior written consent of the other.
- d. **Notices.** Any notice provided in this agreement shall be sent by personal delivery or by certified mail, postage prepaid, to the other party at its address set forth herein or such other address as shall have been communicated in writing to the other, and shall be effective as of its personal delivery or mailing date, as the case may be. The party sending such notices shall also provide a copy to the LC Contracts and Logistics Services, FEDLINK Contracting Officer, at 1701 Brightseat Road, Landover, MD 20785-3799.

**IN WITNESS WHEREOF**, Licensor and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Licensee:	Licensor:
_____ (Signature)	_____ (Signature)
_____ (Name)	_____ (Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)