



**U. S. Department of Education  
Institute of Education Sciences**

**Agreement to Index Journals**

The **Education Resources Information Center (ERIC)** database is a digital library providing educators, researchers, and the general public with access to education literature and resources. The ERIC database, under Contract No. ED-04-CO-0005, seeks to provide a comprehensive, easy-to-use, searchable, Internet-based bibliographic database of published and unpublished education research and information, enhanced by full-text and/or links to commercial sources.

THIS AGREEMENT is between the Computer Sciences Corporation (CSC) (LICENSEE), and

**LICENSOR: (Please complete this information)**

Organization / Publisher Name:

Address:

Address:

City/State/Zip Code:

Country:

**Customer Service Information (if available):**

Telephone:

Email:

Fax:

Web site:

WHEREAS it is the goal of LICENSEE to provide a premier Web-based database of current and historical education-related content; and

WHEREAS the LICENSOR is willing to furnish electronically readable files in accordance with the terms of this Agreement;

It is mutually agreed as follows:

**DATA DELIVERY:**

1. LICENSOR agrees to provide electronic versions of data for journals listed on Attachment 1 or on any Addendum to Attachment 1: (please check a or b).

<input type="checkbox"/>	a. LICENSOR will provide bibliographic data and abstract; OR
<input type="checkbox"/>	b. LICENSOR will provide bibliographic data, abstract (if available) and full-text content.

**DISPLAY RIGHTS:**

2. LICENSEE is granted the right to display a bibliographic citation and abstract, provided or created, in the ERIC database.

**COPYRIGHT:**

3. LICENSEE acknowledges that it does not have a copyright interest in the materials submitted to the ERIC database. Licensee further agrees that the copyright interest resides and is retained by the LICENSOR and/or other copyright holder, as applicable.

LICENSEE shall have the right to use and archive these materials for the purpose of enriching the indexing, and may reformat, paraphrase, or omit all or any portion of the data to benefit the display in the search results format. LICENSEE is granted the right to disseminate only the bibliographic data and abstract content to third-party vendors.

**LINKING:**

4. LICENSOR may provide a link to the publisher Web site that will help database searchers gain access to the full-text content of search result items. (A subscription or pay-per-view arrangement may be required to access.)

LICENSEE may provide alternative linking information if full-text content is available from multiple commercial sources.

**AVAILABILITY OF NEW ISSUES:**

5. LICENSOR will put forth reasonable effort to make electronic data of new issues available to LICENSEE within 30 days of publication during the period of this Agreement.

In the event that a significant error or omission in the content is identified by either party, reasonable effort will be made to provide correct data within 30 days of notification.

**LICENSEE RESPONSIBILITIES:**

6. LICENSEE shall:

- a. Ensure that the LICENSOR is acknowledged on the search result item;
- b. Assist in the content submission process and the development of links to the publisher;
- c. Host metadata, abstracts, and enhanced search capabilities to assist the user in locating quality search results;
- d. Provide free access via the World Wide Web for online searching of the database, viewing of bibliographic data and abstract, and linking of the item with full-text sources if not available in ERIC;
- e. Provide availability of the online database with exception for unavailability due to maintenance of the server, installation or testing of software, loading of data, or downtime outside the control of the LICENSEE.

**USE OF CONTENT:**

7. The name provided by the LICENSOR shall be used in all references to the LICENSOR. The use of this content does not imply an endorsement by the LICENSEE of the LICENSOR or its data. LICENSEE makes no representation or implied warranty of merchantability or fitness for a particular purpose with respect to the ERIC database and specifically disclaims any such warranties and representations.

LICENSEE acknowledges that its rights to use the content under this Agreement are nonexclusive.

LICENSEE further agrees that it will provide notice in its system documentation and online help files that content in the database may be from copyrighted sources, and shall provide notice that users of the ERIC database are solely responsible for compliance with copyright restrictions. Users may create electronic or printed copies of search results. LICENSOR releases LICENSEE from any liability for any intentional or negligent acts or omissions or copyright infringement on the part of the users of the database.

LICENSEE AND LICENSOR acknowledge that the use of the ERIC database is intended for educational and scientific purposes and that fair use guidelines as set forth in section 107 of the Copyright Act, as amended, shall apply to such use.

**ADDITIONAL JOURNAL TITLE(S):**

- 8. This Agreement shall cover additional journal titles requested from same LICENSOR.
  - a. LICENSEE shall request additional titles on an Addendum to the Agreement;
  - b. Addenda to the Agreement shall be referenced sequentially (Ex: 1.2, 1.3, etc.);
  - c. Preceding and/or succeeding titles of journal(s) shall be covered without an Addendum;
  - d. LICENSOR is allowed to refuse additions to this Agreement without affecting the original Agreement.

**RENEWAL OF AGREEMENT:**

9. This Agreement shall be effective for one (1) year from the date of this Agreement and will automatically renew for successive additional one (1) year terms. Either party may terminate this Agreement at any time for any reason upon 30 days written notice to the other party, without liability to the other party.

In the event of termination of this Agreement by either party, all indexing and abstract data created from content submitted prior to the date of termination will remain available in ERIC for searching. LICENSEE'S right to archive or display any full-text data after a date of termination is subject to conditions outlined in this Agreement or in any Addendum to the Agreement.

At the end of the CSC contract with the U.S. Department of Education, either by termination or contract completion, this Agreement may be transferred to the Department of Education or the successor contractor.

**MODIFICATION TO THE AGREEMENT:**

10. Modifications requested by LICENSOR:

Please sign to indicate acceptance of this Agreement. A countersigned copy will be returned to you.

**LICENSEE – Computer Sciences Corporation**

**LICENSOR – Publisher**

\_\_\_\_\_  
Signature of Authorized Agent of CSC

\_\_\_\_\_  
Signature of LICENSOR Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Name of Organization / Publisher: \_\_\_\_\_

## ATTACHMENT 1

### Journal Title(s)

Journal Title	ISSN	Frequency	At this time please send:
		/year	
<i>End of List</i>			

#### DISPLAY OF FULL-TEXT:

This agreement does NOT grant permission to display full-text on the public ERIC database. If you wish to display the full-text of your articles, please request an *Addendum to Display Full-Text in ERIC*. Options include the display of full-text when an issue is submitted, or after an embargo period. (Ex: 6 mo, 2yrs, etc. after publication)

## ATTACHMENT 2

**Electronic File Information: Files sent must include a table of contents with complete citation information. Please do not send pre-publication data.**

\*An ftp or subscription account may be set up following receipt of this Agreement.

DATA DELIVERY MECHANISM: Check up to two		DATA FORMAT: Check all that apply	
<input type="checkbox"/>	ftp account (Publisher send to ERIC) *	<input type="checkbox"/>	PDF (.pdf)
<input type="checkbox"/>	ftp account (ERIC retrieve from Publisher) *	<input type="checkbox"/>	MS Word (.doc)
<input type="checkbox"/>	e-mail files to: <a href="mailto:ericcontent@csc.com">ericcontent@csc.com</a>	<input type="checkbox"/>	XML (.xml)
<input type="checkbox"/>	mail electronic media (CD, DVD, or other)	<input type="checkbox"/>	Other:
<input type="checkbox"/>	download from a Web site*		
URL:			
If more than one has been checked, please explain:			

### Journal Publisher Representatives:

	Primary Contact	Secondary Contact	Technical Contact
Name:			
Position Title:			
Tel:			
Fax:			
E-mail:			

Please return by mail: ERIC Project (CSC)  
 Attn: Fern Frusti  
 655 15<sup>th</sup> St. NW, Suite 500  
 Washington, DC 20005 U.S.A.

Or by fax: 202-628-3205  
 Attn: Fern Frusti  
 Telephone: 202-741-4247  
 E-mail: [ffrusti@csc.com](mailto:ffrusti@csc.com)