



U. S. Department of Education Institute of Education Sciences

License Agreement for Use of the Education Resources Information Center (ERIC) Thesaurus

This Agreement is made between CSC (LICENSOR) as the ERIC contractor to the U. S. Department of Education (hereafter referred to as the Department), and [Licensee name _____] (hereafter referred to as LICENSEE), a provider of the ERIC database, incorporated in the state/country of [State or Country _____], headquartered at [Address _____].

The License Agreement, hereinafter referred to as the "Agreement", describes the terms and conditions by which LICENSEE may use the ERIC Thesaurus made available in machine-readable form by CSC.

CSC will allow LICENSEE to use the ERIC Thesaurus at their sole risk and at no expense to CSC or the Department. We believe such an arrangement will benefit ERIC users and will result in information useful to CSC and the Department. The Agreement is consistent with the National Library of Education's statutory functions as provided for in Section 172(d)(2)(B)(ii) of the Education Sciences Reform Act of 2002.

In this Agreement, we use the following definitions:

The ERIC Thesaurus – a digital authority database of education related terms used by ERIC to organize database materials by subject.

Under this license, CSC grants a worldwide nonexclusive, non-transferable right to LICENSEE to use the ERIC Thesaurus. The LICENSEE may incorporate data from the Thesaurus into its content for any computer application or system, subject to the restrictions in other provisions of this Agreement. LICENSEE further agrees that:

1. No charges, usage fees or royalties will be paid to CSC or the Department.
2. Within 30 days of the end of any calendar month in which LICENSEE makes use of the ERIC database, LICENSEE agrees to provide CSC a brief report on the usefulness of the database.
3. LICENSEE agrees to update the content of any application or system using the ERIC Thesaurus at least on a quarterly basis. Further, LICENSEE agrees to reload the content of any application or system using the ERIC Thesaurus on an annual basis. CSC will distribute an initial update to the ERIC Thesaurus at an unspecified date in

the future and agrees to make updates to the ERIC Thesaurus on a quarterly basis thereafter.

4. CSC represents that the data provided under this Agreement were formatted with a reasonable standard of care, but makes no warranties express or implied, including no warranty of merchantability or fitness for particular purpose, regarding the accuracy or completeness of the data or that the machine-readable copy is error free. Therefore, LICENSEE agrees to hold CSC, the Department, its contractors and the Federal government free from liability resulting from errors in terminology or other data on the machine-readable copy. CSC, the Department, and other applicable entities disclaim any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in the ERIC Thesaurus.
5. CSC reserves the right to change the type and format of its machine-readable data. CSC agrees to inform LICENSEE of any changes to the format of the ERIC Thesaurus at least 90 days before the data are distributed.
6. LICENSEE shall acknowledge the Department of Education as its source of the ERIC Thesaurus. LICENSEE shall cite the ERIC Thesaurus as “an initiative of the U.S. Department of Education.” LICENSEE also agrees that it may not in any way indicate or imply that CSC or the Department has endorsed LICENSEE or its products.
7. Some of the material in the ERIC database is from copyrighted sources. If LICENSEE uses any material from copyrighted sources:
 - A) The LICENSEE is prohibited from altering the content of the records from the ERIC Thesaurus. The LICENSEE may not imply in any way that data from other sources is part of the ERIC database. Notwithstanding the forgoing, LICENSEE may incorporate portions of the ERIC Thesaurus with other content on LICENSEE’s platforms, subject to the requirement that LICENSEE maintain the copyright notices and requirements of the respective copyright holder and this Agreement.
 - B) LICENSEE should contact the copyright holder directly to discuss uses of data beyond those allowed under this License Agreement
8. LICENSEE and/or its end users shall be responsible for compliance with any copyright or other restrictions on data; CSC, the Department, and other applicable entities assume no responsibility or liability associated with the LICENSEE’s (or any of the LICENSEE’s users) use and/or reproduction of copyrighted material, patent or trademark violations.
9. LICENSEE agrees to provide service to ensure customer satisfaction to answer questions about the hardware and software necessary to use the LICENSEE’s system and the ERIC Thesaurus. LICENSEE also agrees to provide CSC with non-billed test accounts for five simultaneous users for searching of its system.

10. CSC represents and warrants to LICENSEE that CSC has the right to enter into this Agreement with LICENSEE and to cause the ERIC database(s) to be licensed in the format and in the manner set forth in this Agreement.
11. CSC warrants and represents it has the right to license the ERIC Thesaurus, and the inclusion of the Thesaurus in products in accordance with the terms hereof, will not infringe upon any copyright, trademark, trade secret, patent, or other proprietary right of any third parties. CSC reserves the right, however, to remove from the ERIC Thesaurus material which is subject of an adverse copyright claim.
12. Neither party shall, without the written consent of the other, or as specified below, communicate confidential information of the other orally or in writing (including, without limitation, future business plans and services and the identity and addresses of the users) to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information. Each party's obligations of confidentiality and non-disclosure shall not apply to disclosures to such party's counsel or other advisors or to a court, arbitration panel, or other similar body, in the event such party has a bona fide dispute with the other party regarding this Agreement. Both parties further agree that all confidentiality commitments hereunder shall survive any termination or expiration of the Agreement.

This Agreement shall become effective upon execution by both parties and automatically renewed each January 1st until terminated by one of the parties upon 90 days written notice to the other party. In the event of termination, CSC agrees to provide LICENSEE with updates to the database during the termination notice period. LICENSEE's failure to abide by the terms of the Agreement shall be grounds for its termination. CSC and the Department shall not be liable or responsible to LICENSEE in any manner whatsoever for damages of any nature arising from the termination of this Agreement. At the end of the contract, either by termination or contract completion, this Agreement may be transferred to the Department of Education or the successor contractor.

In the event that any provision of this Agreement is determined to violate any law or is unenforceable, the remainder of the Agreement shall remain in full force and effect.

We agree to the above terms,

LICENSOR – CSC

LICENSEE - CONTENT PROVIDER

Signature of Authorized Agent of CSC

Signature

Printed Name

Printed Name

Position Title

Position Title

Date

Date

Print and Return Signed Agreements to:

Pete Dagutis
CSC
ERIC Program
655 15th Street, NW
Suite 500
Washington, DC 20005