



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

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

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 database, made available in machine-readable form by CSC, to provide information services from the database.

CSC will allow LICENSEE to use the ERIC database at their sole risk and at no expense to CSC or the Department. We believe such an arrangement will benefit ERIC users who access the ERIC database through LICENSEE online products, 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 Education Resources Information Center (ERIC) database – is a digital library providing educators, researchers, and the general public with access to education literature and resources.

Bibliographic record – consists of a data set that includes metadata (including but not limited to title, institution, sponsoring agency, publication date, note, type of publication and descriptors, and an abstract).

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 and bibliographic records from the ERIC database. The LICENSEE may incorporate data from the Thesaurus and bibliographic records contained in the database 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. LICENSEE agrees to inform CSC prior to distributing any application(s) in which it is using the ERIC database, and is encouraged to inform CSC of any difficulties encountered in using the ERIC database, and changes or enhancements to the database that would make it more useful to LICENSEE and its user groups.
3. 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. LICENSEE shall provide CSC with data on the number of organizations and the number of discreet end users accessing the database (U.S. and international), and the number of searches performed.
4. LICENSEE agrees to update the content of any application or system using the ERIC Thesaurus and bibliographic records from the ERIC database at least on a quarterly basis. Further, LICENSEE agrees to reload the content of any application or system using bibliographic records from the ERIC database and the ERIC Thesaurus on an annual basis. CSC will distribute an initial update to the ERIC database and ERIC Thesaurus at an unspecified date in the future and agrees to make updates to the ERIC database available on a monthly basis and updates to the ERIC Thesaurus on a quarterly basis thereafter.
5. 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, and any organization contributing materials to the ERIC database 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 database.
6. 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 database and ERIC Thesaurus at least 90 days before the data are distributed.
7. LICENSEE shall acknowledge the Department of Education as its source of the ERIC database. LICENSEE shall cite the ERIC database 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.
8. Some of the material in the ERIC database is from copyrighted sources. If LICENSEE uses any material from copyrighted sources:
  - A) the LICENSEE is required to display in full, prior to providing user access to the database, the following wording in order that its users be made aware of these copyright constraints:

"Some material in the ERIC database is from copyrighted sources of the respective copyright holders. Users of the bibliographic records from the ERIC database are responsible for compliance with any copyright, patent or trademark restrictions and are referred to the copyright, patent or trademark notices appearing in the original sources, all of which are hereby incorporated by reference."

B) The LICENSEE is prohibited from altering the content of the bibliographic records from the ERIC database or 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 database 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.

C) LICENSEE should contact the copyright holder directly to discuss uses of data beyond those allowed under this License Agreement. LICENSEE or LICENSEE's end user may use bibliographic data obtained from the ERIC database in accordance with the terms of the Agreement.

9. 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.
10. The holder of a copyright in any bibliographic record shall be a third party beneficiary to this Agreement and shall have a right to enforce the Agreement against any LICENSEE that violates any provision pertaining to that copyright holder.
11. 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 database. LICENSEE also agrees to provide CSC with non-billed test accounts for five simultaneous users for searching of its system.
12. 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.
13. CSC warrants and represents it has the right to license the ERIC database, and the inclusion of the database 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 database material which is subject of an adverse copyright claim.
14. 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 1<sup>st</sup> 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 15<sup>th</sup> Street, NW  
Suite 500  
Washington, DC 20005-5701