



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

Agreement for Education Materials

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-IES-09-C-0025, seeks to provide a comprehensive, easy-to-use, searchable, Internet-based bibliographic database of published and unpublished education research and information, enhanced by full text and/or links to commercial sources.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 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 full-text content OR bibliographic data and abstract for the purpose of reviewing materials to be indexed in the ERIC database. *(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;

If books are submitted for review LICENSOR agrees to provide bibliographic data and a table of contents, and/or a description or summary.

DISPLAY RIGHTS:

2. LICENSEE is granted the right to display a bibliographic citation and abstract, provided or created, in the ERIC database. Full text of any item may be displayed only if indicated on Attachment 1 or indicated per publication or type of material.

If books are submitted, LICENSEE is granted the right to display a bibliographic citation, table of contents, and a description. The full-text content may be displayed only if indicated when submitted to ERIC.

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 membership or subscription 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 MATERIALS:

5. LICENSOR will put forth reasonable effort to make electronic data of new materials 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 citation 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 MATERIALS:

8. This Agreement shall cover all additional materials and types of materials from same LICENSOR as they become available.

- a. LICENSOR shall submit or LICENSEE shall identify additional materials or types of materials;
- b. Addenda to the Agreement shall be referenced sequentially (Ex: 1.2, 1.3, etc.);
- c. 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 – CSC

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

Part A: Types of Materials Submitted for Review

Check "ALL" or identify specific type(s). Additional types of materials may be added at any time to this agreement.

<input type="checkbox"/>	ALL Non-Journal Materials		
<input type="checkbox"/>	Conference Proceedings	<input type="checkbox"/>	Research Papers
<input type="checkbox"/>	Newsletters (must contain substantive articles)	<input type="checkbox"/>	Policy Papers
<input type="checkbox"/>	Issue Briefs	<input type="checkbox"/>	Curriculum Materials
<input type="checkbox"/>	Other:	<input type="checkbox"/>	Occasional Reports or Papers
		<input type="checkbox"/>	Books
		<input type="checkbox"/>	Reports
		<input type="checkbox"/>	Brochures
		<input type="checkbox"/>	Series

Part B: Display Full Text of these Materials

<input type="checkbox"/>	Full text may display in ERIC – all publications
Or as indicated (check one):	
<input type="checkbox"/>	Full text display in ERIC is permitted if displayed free on the publisher's site.
<input type="checkbox"/>	Full text display in ERIC is permitted - per type of material or by series name. Explain:
<input type="checkbox"/>	Full text display in ERIC will be granted/indicated per document when submitted via email or ftp.
<input type="checkbox"/>	Full text display in ERIC is permitted after a publisher defined embargo. (Ex: 1 year after publication) Explain:
<input type="checkbox"/>	Full text may not display in ERIC – all publications

ATTACHMENT 2

Electronic File Information:

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

DATA DELIVERY MECHANISM: Check up to two methods.		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"/>	XML (.xml)
<input type="checkbox"/>	e-mail files to: ericcontent@csc.com	<input type="checkbox"/>	MS Word (.doc)
<input type="checkbox"/>	mail electronic media (CD, DVD, or other)	<input type="checkbox"/>	Other:
<input type="checkbox"/>	download from publisher Web site: URL		

Explain if more than one method has been checked:

Organization / Publisher Representatives:

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

Please return by mail: ERIC Program (CSC)
 Attn: Fern Frusti
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 Washington, DC 20005 U.S.A.

Or by fax: 202-628-3205
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