

THE LIBRARY OF CONGRESS
Terms and Conditions for License of Electronic Resources

These Terms and Conditions (the “Terms”), are made effective as of [*insert date*] (the “Effective Date”) by and between [*Licensor’s official corporate name, street address, city, state, postal code, and country*] (the “Licensor”) and the Library of Congress, 101 Independence Avenue, S.E., Washington, D.C. 20540, United States of America (the “Library”).

In consideration of the mutual promises these Terms contain, and other valuable and sufficient consideration, the Licensor and the Library agree as follows:

I. GRANT OF LICENSE.

A. Licensed Materials. These Terms apply to those materials set forth in any Purchase Order(s) (as defined below) issued by the Library to Licensor and related Schedule(s) (as defined below) that are executed and delivered by the parties (the “Licensed Materials”). The parties understand that the Library may license different Licensed Materials at the same time or at different times pursuant to such Schedule(s) as may be entered into by the parties and such Purchase Order(s) as may be issued by the Library thereunder.

“Purchase Order” means each purchase order issued by the Library to Licensor for Licensed Materials. “Schedule” means each schedule regarding Licensed Materials, based upon the template attached as Appendix A hereto, that is executed and delivered by the parties.

B. Grant of License & Use. Licensor grants to the Library a non-exclusive, nontransferable, worldwide license to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (as defined in Section III below) in accordance with these Terms. The duration of the license to particular Licensed Materials is set forth in the Schedule specifying such Licensed Materials. If a license for any particular Licensed Materials is perpetual in duration, the Schedule with respect to such Licensed Materials will so indicate.

C. Ownership of Intellectual Property. Unless expressly provided herein, nothing in these Terms shall be interpreted to transfer ownership of any copyright, trademarks or service marks from the Licensor to the Library or to any Authorized Users.

II. ORDERS, FEES AND PAYMENT.

A. Licensed Materials Ordered with Purchase Orders Issued under Schedules.

Licensor and the Library agree that the following shall apply to any purchase of or order or subscription for any Licensed Materials by the Library:

1. *Execution of Schedule(s) with Respect to Licensed Materials.* Each time the Library desires to license Licensed Materials from Licensor and Licensor desires to license such Licensed Materials to the Library, the parties will execute and deliver a Schedule prepared using the template attached as Appendix A hereto setting forth the Licensed

Materials to be licensed and the associated fees and payment terms with respect to the license of such Licensed Materials under such Schedule. The parties may enter into any number of Schedules, each of which shall be subject to these Terms.

2. *Purchase Orders Issued under Schedules.* Each time the Library desires to place an order for Licensed Materials licensed under a particular Schedule, the Library will do so by issuing a Purchase Order to Licensor. The Library may issue one or more than one Purchase Order under a Schedule.

3. *Fees and Payment Terms; Payment Obligation.* Fees for particular Licensed Materials and associated payment terms are set forth in the Schedule with respect to such Licensed Materials. In order for the Library to become obligated to pay any fees to Licensor for particular Licensed Materials, (i) such fees and associated payment terms must first be set forth in a completed Schedule that has been duly executed and delivered by Licensor and the Library; and then (ii) a Purchase Order must be issued by the Library with respect to Licensed Materials set forth in such Schedule.

4. *Terms and Schedule Attached to Each Purchase Order.* Each Purchase Order will have attached thereto a copy of these Terms and the Schedule under which the Purchase Order was issued.

5. *Terms Do Not Constitute an Order for Licensed Materials.* Nothing in these Terms constitutes an order or other request that Licensor provide any Licensed Materials, or any agreement or commitment by the Library to pay fees with respect to any Licensed Materials.

B. Terms Incorporated into Each Schedule and Purchase Order. The parties acknowledge and agree that these Terms are automatically incorporated into and made a part of each Purchase Order and each Schedule. In the event of any conflict between the provisions of these Terms and the provisions of any Purchase Order or Schedule, the provisions of these Terms shall control.

III. AUTHORIZED USE OF LICENSED MATERIALS.

A. Authorized Users. “Authorized Users” are Library staff, regardless of their physical location; Library contractors working within the scope of their Library contracts, regardless of their physical location; and Library patrons not affiliated with the Library who are physically present on Library premises.

B. Authorized Uses. The Library and Authorized Users may access and use the Licensed Materials for the following purposes:

1. *Copying & Printing.* The Library and Authorized Users may download, digitally copy, and print a reasonable portion of Licensed Materials. The Library may charge a reasonable fee to recover costs of copying or printing portions of Licensed Materials for or by Authorized Users.

2. *Caching*: The Library may make local digital copies of the Licensed Materials as necessary to ensure efficient use by the Library and Authorized Users by appropriate browser or other software. For the avoidance of doubt, the cached copy is not a derivative work.

3. *Display*. The Library and Authorized Users may display (including electronically) Licensed Materials.

4. *Electronic Links*: The Library and Authorized Users may provide hyperlinks from their respective web page(s) or web site(s) to individual units of content within Licensed Materials.

5. *Interlibrary Loan*: At its discretion, the Library may fulfill requests from other libraries or institutions (commonly referred to as interlibrary loan) in a manner consistent with Section 108 of the United States Copyright Law (17 U.S.C. §108, “Limitations on Exclusive Rights: Reproduction by libraries and archives”), using electronic, paper, or other means deemed appropriate by the Library. (For informational purposes only, please find 17 U.S.C. § 108 here:

[http://uscode.house.gov/view.xhtml?req=\(title:17%20section:108%20edition:prelim\)%20OR%20\(granuleid:USC-prelim-title17-section108\)&f=treesort&edition=prelim&num=0&jumpTo=true](http://uscode.house.gov/view.xhtml?req=(title:17%20section:108%20edition:prelim)%20OR%20(granuleid:USC-prelim-title17-section108)&f=treesort&edition=prelim&num=0&jumpTo=true)

6. *Scholarly Sharing*: Authorized Users may transmit to third parties, in hard or electronic copy, reasonable portions of the Licensed Materials for personal use or other non-commercial uses such as scholarly, educational, scientific, professional or other research uses.

7. *Scholarly Citation*. The Library and Authorized Users have the right to use, with appropriate credit, figures, tables and excerpts from Licensed Materials in their own scientific, scholarly and educational works.

8. *Text and Data Mining*. The Library and Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for legitimate academic research and other educational purposes, utilize and share the results of text and/or data mining in their scholarly work, and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials. Licensor shall cooperate with the Library and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful for text and/or data mining. Any fees associated with Licensor’s delivery of copies of Licensed Materials for these purposes shall be negotiated separately and will require a separate written agreement.

9. *Indices*. The Library may use the Licensed Materials in connection with the preparation of or access to integrated indices to the Licensed Materials, including author, article, abstract and keyword indices.

10. *Education, Teaching, and Research.* The Library and Authorized Users may extract and use excerpts from the Licensed Materials for academic research, scholarship, and other educational purposes, including extraction and manipulation for the purpose of illustration, explanation, example, comment, criticism, teaching, research, and analysis.

C. Restrictions on the Library. Except as otherwise set forth in these Terms, the parties agree to the following:

1. *Unauthorized Use.* Except as specifically provided elsewhere in these Terms, the Library shall not knowingly permit anyone other than the Library or Authorized Users to use the Licensed Materials. The Library shall not be held liable for any unauthorized uses of Licensed Materials by the Library's patrons or any unauthorized users, and such uses shall not be deemed a breach of these Terms. Additionally, Licensor shall not cancel or suspend access to and/or use of Licensed Materials as a result of unauthorized uses. If either party is aware of any unauthorized uses, that party will promptly notify the other party of such uses and the parties will cooperate to address such unauthorized uses.

2. *Modification of Licensed Materials:* The Library shall not modify or create a derivative work of the Licensed Materials without the Licensor's permission, unless otherwise allowed by these Terms, the terms of an open license, or by law.

3. *Notices.* The Library shall not remove, obscure or modify any valid copyright or trademark notices included in the Licensed Materials.

4. *No Commercial Uses.* Other than as specifically permitted in these Terms, the Library shall not make commercial uses of the Licensed Materials. For the avoidance of doubt, research conducted by the Library and/or Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes. Also, fees charged by the Library to recover costs from Authorized Users are not considered to be for a commercial purpose.

D. Perpetual Licenses & Archival/Backup Copies.

1. *Perpetual License.* If Licensor has granted Library a perpetual license with respect to Licensed Materials in the Schedule or Schedules that relate to such Licensed Materials, then, notwithstanding anything to the contrary herein, the Library and Authorized Users shall have a continuing nonexclusive, royalty-free, perpetual right to use, preserve and access such Licensed Materials. Such use shall be consistent with the provisions of these Terms. The means by which Library shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under these Terms. If Licensor's means of access is not available, the Library may provide substantially equivalent access to such Licensed Materials in accordance with this section III.D.

2. *Third Party Archiving Service.* Licensor and the Library acknowledge that either party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise the Library's rights under these Terms. Licensor agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to

make the Licensed Materials available for archiving purposes. The Library may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials so long as the Library's use is under the same terms as provided in these Terms. In the event the Licensor discontinues or changes the terms of its participation in a third-party archiving service, the Licensor shall notify the Library in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

IV. DELIVERY AND ACCESS.

A. Delivery. Licensor will provide or otherwise make available the Licensed Materials to the Licensee through telecommunications, network, or web-based connections between one or more of Licensor's physical, online, or virtual locations, and one or more of Licensee's authorized physical, online, or virtual locations. Licensor will ensure that the Licensed Materials are accessible and inter-operable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.

B. Authorized Users and Authentication. Authorized Users will be authenticated by the use of the following Internet Protocol address ranges: 140.147.*.*. Licensor will provide authentication methods that conform to current industry standards, and will cooperate with the Library in the implementation of new authentication protocols and procedures as they are developed.

V. PERFORMANCE OBLIGATIONS.

A. Licensor Performance Obligations.

1. *Availability of Licensed Materials.* Licensor shall make Licensed Materials available from the start of the subscription period identified in the Schedule with respect to such Licensed Materials.

2. *Discovery of Licensed Materials.* Licensor shall make the Licensed Materials available through the Library's Discovery Service Systems (as defined below) for indexing and discovery purposes. Licensor shall provide to the Library's discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords), and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of Library and Authorized Users. "Discovery Service Systems" means the user interface and search systems for discovering and displaying content from local, database and web-based sources.

3. *Disability Compliance.* Licensor shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines ("Web Guidelines"). Licensor shall provide to Library a current completed Voluntary Product Accessibility Template

(VPAT) to demonstrate compliance with the federal Section 508 standards. If Licensor does not maintain an office in the United States, Licensor is required to use all reasonable efforts to comply with the Web Guidelines as set forth above by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces. In all cases, if the product does not comply, the Library has the right to adapt the Licensed Materials in order to comply with U.S. Federal law.

4. *Completeness of Content*: Where applicable, Licensor shall provide online Licensed Materials that are at least equivalent to print versions of the Licensed Materials, or disclose all variations. Licensor shall use reasonable efforts to ensure that the online content represents complete, faithful and timely updates of the Licensed Materials, and will cooperate with Library to identify and correct errors or omissions.

5. *Persistent Linking*: Licensor shall comply with the most current version of the OpenURL standard (ANSI/NISO Z39.88), and of any standards that replace the OpenURL standard, and will provide a mechanism for persistent links to content.

6. *Defects*. Licensor shall make commercially reasonable efforts to ensure that the Licensed Materials are free of any viruses, worms, Trojan horses, malware, and/or other malicious code or software, and that any physical object or medium, if any, on which the Licensed Materials is provided is free from defects.

7. *Quality of Service*. Licensor shall use reasonable efforts to ensure that its performance meets or exceeds industry standards and practices. Licensor shall use reasonable efforts to ensure that the Licensor's server or servers, on which the Licensed Materials are mounted and maybe accessed, have sufficient capacity and rate of connectivity to provide the Library and its Authorized Users with a quality of service comparable to current standards in the online information industry in the Library's locale. Licensor shall use reasonable efforts to provide continuous service with an average of 98% up-time per month. This 98% up-time includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional materials as they become available; and unavailability because of service or equipment failure outside the Licensor's control (including problems with public or private telecommunications services, or Internet nodes or facilities). Licensor may schedule brief unavailability periods, but will do so only where (1) it has given at least forty-eight (48) hour notice to the Library, and (2) in ways and at times that minimize inconvenience to Library and its Authorized Users, regardless of when notice has been given.

8. *Loss of Access*. If the materials fail to operate, display, load, or render in conformance with these Terms, the Library shall immediately notify Licensor, and Licensor shall promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Library's or Authorized Users' use of the Licensed Materials, and Licensor fails to repair the nonconformity within five (5) business days, Licensor shall reimburse the Library for such problems in an amount that is proportional to the total fees the Library owes in accordance with the Schedule relating to such Licensed Materials.

9. *Notification of Modifications.* From time to time, Licensor may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Licensor shall give notice of any such changes to the Library as soon as is practicable, but in no event less than thirty (30) business days in advance of modification. If any of the changes, modifications, or migrations renders the Licensed Materials substantially less useful to the Library or its Authorized Users, the Library may seek to terminate for breach pursuant to the termination provisions of these Terms.

10. *Platform migrations.* Licensor shall give notice to the Library that content will be moving to a new platform no less than sixty (60) days before the migration commences. The Licensor will provide the Library with a migration timeline and, where possible, a preview environment. Licensor shall use reasonable efforts to provide continuous service throughout any platform migrations, ensuring that the Library does not lose access to content.

11. *Transfer of Titles.* If any portion of the Licensed Materials is transferred to or acquired from another party, Licensor shall use best efforts to ensure that the Library does not lose access to content as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be honored, whether the Licensor is acting as the transferring or acquiring party. If Licensor is transferring any portion of the Licensed Materials to another party, Licensor shall use best efforts to assign all rights and obligations to that party. If Licensor is acquiring works that become subject to these Terms, Licensor shall use best efforts to acquire the rights to perform under these Terms, including but not limited to perpetual access rights. Licensor agrees to communicate with the party from which it is acquiring works to exchange relevant information, including payment and rights information. For journal titles, Licensor shall comply with the Transfer Code of Practice to the degree it does not conflict with the remainder of this paragraph.

12. *Withdrawal of Licensed Materials.* Licensor reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. Licensor shall give written notice to the Library of such withdrawal within ten (10) business days of such withdrawal. If the material withdrawn represents more than ten per cent (10%) of the book, journal or other publication in which it appeared or if the material withdrawn represents a removal of titles the Library considers critical, Licensor shall refund to the Library that part of the fee that is in proportion to the amount of material withdrawn and the remaining un-expired portion of the subscription period. Critical titles will be identified and included on the Purchase Order(s) with respect to such Licensed Materials.

13. *Support.* Licensor shall offer installation support, including assisting with the implementation of any applicable software. Licensor shall offer reasonable levels of continuing support to assist Library in use of the Licensed Materials. Licensor shall make its personnel available by email, phone or via the Web, or in person during regular business hours, Monday through Friday for training and user access support.

14. *Training.* Licensor shall provide appropriate training to Library staff relating to the use of the Licensed Materials and any software. Licensor shall provide full, complete, and up-to-date help and operational documentation for the Library and Authorized Users in an electronic format.

15. *Statistics.* Licensor shall provide to the Library monthly usage statistics for the Licensed Materials in a format acceptable to the Library. Licensor shall make all reasonable efforts to meet the most recent project Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release, including but not limited to its provisions on customer confidentiality.

16. *Statistics Disclosure.* Licensor shall not provide the Library's usage statistics in any form to any third party without the Library's written authorization. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy laws and other laws. The Licensor shall not disclose or sell to other parties usage data or information about the Library or its Authorized Users without the Library's express written permission or as required by law.

17. *Confidentiality.* The Licensor agrees to maintain the confidentiality of any data relating to the usage of the Licensed Materials by the Library and Authorized Users, and that no personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of Authorized Users accessing the system, saved searches, usernames and passwords, will be shared with third parties, except as required by law. If Licensor is compelled by law or court order to disclose personally identifiable information of Authorized Users or patterns of use, Licensor shall provide the Library with adequate prior written notice as soon as is practicable, so that the Library or Authorized Users may seek protective orders or other remedies. Licensor shall notify the Library and Authorized Users as soon as is practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.

18. *Itemized Holdings List.* The Licensor shall provide to the Library, prior to the beginning of the calendar year within the current term, an itemized holdings report that specifies the titles included in the Licensed Materials for the next subscription term. Licensor shall use reasonable efforts to update itemized holdings reports as soon as is practicable when holdings information changes, and will provide this information to Discovery Service Systems in a timely manner and to Library on request.

19. *No Use of Digital Rights Management Technology.* Licensor shall not utilize or implement any form of digital rights management technology to control access to or usage of the Licensed Materials.

20. *Creative Commons and Open Access Materials.* In the event that any content included in the Licensed Materials has been issued under a Creative Commons or other open license, Licensor shall not place access, use or other restrictions on that content beyond what is allowable by such licenses. Licensor shall not place access, use or other restrictions on Licensed Materials that are in the public domain.

B. Licensee Performance Obligations.

1. *License Terms Notice.* The Library will use reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under these Terms.
2. *Protection from Unauthorized Use.* The Library will implement reasonable procedures to restrict access to the Licensed Materials to Authorized Users. The Library shall not be liable for any unauthorized uses of Licensed Materials by the Library's patrons or any unauthorized users, and such uses shall not be deemed a breach of these Terms or the Purchase Order(s) or Schedule(s) with respect to such Licensed Materials. Additionally, Licensor shall not cancel or suspend access to and/or use of Licensed Materials as a result of unauthorized uses. If either party is aware of any unauthorized uses, that party will promptly notify the other party of such uses and the parties will cooperate to address such unauthorized uses.
3. *Maintaining Confidentiality of Access Passwords.* The Library will use reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Licensor.

VI. TERMS AND CONDITIONS, SCHEDULES, AND PURCHASE ORDERS SUBJECT TO 36 C.F.R. 701.7. The parties acknowledge and agree that these Terms and each Purchase Order and Schedule are subject to the provisions of 36 CFR 701.7 and that the clauses set forth in 36 CFR 701.7 are incorporated into these Terms and into each Purchase Order and Schedule in accordance with the provisions of 36 CFR 701.07 (For informational purposes only, please find a copy of 36 CFR 701.07 here: <https://www.gpo.gov/fdsys/pkg/FR-2017-06-27/pdf/2017-13342.pdf>).

VII. TERM AND TERMINATION.

A. Term. These Terms shall commence on the Effective Date and shall continue in effect for so long as the license to the Library of Licensed Materials remains in effect under any Schedule, unless terminated earlier in accordance with the provisions of Section VII.B of these Terms.

B. Termination. If either party believes that the other has materially breached any obligations under these Terms, or under any Purchase Order or Schedule, such party shall notify the other party of the alleged breach in writing. In the event of a material breach, the breaching party shall have thirty (30) days from the receipt of notice to use all reasonable means 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 thirty (30) days, the non-breaching party shall have the right to terminate [the Schedule(s), and any Purchase Order(s) issued thereunder, to which such material breach relates] without further notice. Upon termination for breach, the Licensor may terminate (or cause termination of) access to the Licensed Materials by the Library and Authorized Users subject to any perpetual access rights established herein. Any authorized copies of Licensed Materials made by or provided to the Library or Authorized Users may be retained and used subject to the provisions of these

Terms. Provisions regarding perpetual access rights shall survive termination. In the event of early termination as permitted by these Terms, the Library shall be entitled to a monetary refund of any fees or pro-rata portion thereof paid by the Library for any remaining period of the license of such Licensed Materials based on the Schedule relating thereto from the date of termination unless early termination is a result of the Library's material breach.

VIII. WARRANTIES AND INDEMNIFICATION.

A. Representations and Warranties. Licensor represents and warrants that it has the right to enter into these Terms and each Schedule, the right to fulfill each Purchase Order, and the right to license the rights granted hereunder; that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by the Library and by Authorized Users in accordance with these Terms and the applicable Purchase Order(s) and Schedule(s) shall not infringe the copyright or any other rights of any third party; that Licensor has made commercially reasonable efforts to ensure that the Licensed Materials are free of any viruses, worms, Trojan horses, malware, and/or other malicious code or software; and that any physical object or medium, if any, on which the Licensed Materials is provided is and will be free from defects for at least twelve months from delivery.

B. Indemnification. Licensor shall indemnify and hold harmless the Library and any Authorized Users for any losses, claims, damages, awards, penalties, or injuries they incur (including, without limitation, reasonable attorney's fees) which arise from any third party claim that alleges contract breach, copyright infringement, or other intellectual property infringement arising from the Library's or an Authorized User's use of or access to the Licensed Materials in accordance with the provisions of these Terms and the applicable Purchase Order(s) and Schedule(s). Additionally, Licensor agrees that no liability limitation that may appear elsewhere in these Terms or any Purchase Order or Schedule applies to, overrides, or cancels this indemnification. This indemnity shall survive the termination of these Terms and any Purchase Order or Schedule.

IX. MISCELLANEOUS.

A. Dispute Resolution. The Library expressly disclaims any agreement to submit to any form of binding alternative dispute resolution ("ADR"), such as arbitration. However, prior to litigation, the Library may, in its sole discretion, elect to engage in non-binding forms of ADR with foreign vendors that do not maintain an office in the United States.

B. Use of Library Name. Licensor recognizes the great value, prestige, and goodwill associated with the name "Library of Congress" and any logo pertaining thereto. Licensor shall not knowingly harm, misuse, or bring into disrepute the name or logo of the Library, and agrees further to assist the Library, as it may reasonably request, in preserving all rights, integrity, and dignity associated with its name. Licensor shall obtain prior written approval from the Library's Office of Communications prior to using the Library's logo(s) or the name "Library of Congress" or other Library trademarks or trade names, or any Library images or holdings in connection with the activities under these Terms or any Purchase Order or Schedule, for any commercial, advertisement, promotional, endorsement, or other

purpose whatsoever. Such approval may be granted or withheld in the Library's sole discretion. This applies to all uses regardless of whether on the web, in print, or in any other media. The contact at the Library for these reviews is: Director of Communications, Library of Congress, 101 Independence Avenue, S.E. (LM-105), Washington, D.C. 20540-1610, telephone 202-707-2905, email pao@loc.gov. Communications to the Director of Communications are to be sent by email. Once approved, similar uses in the same context and format will not require additional approval.

C. Notices. All notices given pursuant to these Terms or any Purchase Order or Schedule shall be in writing and may be hand delivered, sent by recognized ground/air courier service, sent via registered or certified mail (return receipt requested), or sent by email (with confirmation of receipt). A notice delivered by hand delivery or sent by recognized ground/air courier service shall be deemed to have been received upon receipt as indicated on the date on the signed receipt. A notice sent by email shall be deemed to have been received on the date such email is sent electronically and the sender has received return confirmation either by email reply or by email client function, provided that a copy of such notice is sent on the same day as the date of the email transmission by one of the other methods specified in this Section IX.C as set forth above. A notice sent by registered or certified mail shall be deemed to have been received five (5) days after mailing if sent by registered or certified mail, return receipt requested. Either party may from time to time change its notice address by written notice to the other party.

D. Governing Law. These Terms, and each Purchase Order and Schedule, shall be governed by and construed in accordance with the Federal law of the United States. The parties agree that any dispute arising out of or in connection with these Terms or any Purchase Order or Schedule will be subject to and within the jurisdiction of the Federal courts of the United States.

E. Records. Each party shall retain all its records relating to these Terms or any Purchase Order or Schedule shall for a period of three (3) years following expiration or termination of these Terms, or following resolution of a dispute under these Terms or any Purchase Order or Schedule, whichever occurs later.

F. Partnership. Nothing contained in these Terms or any Purchase Order or Schedule shall create any partnership or joint venture between the parties. No party may make binding commitments on the part of another party, except as otherwise specifically agreed hereunder.

G. Assignment and Transfer. Neither party may assign, directly or indirectly, all or part of its rights or obligations under these Terms or any Purchase Order or Schedule without the prior written consent of the other party except as otherwise provided herein.

H. Force Majeure. Neither party shall be liable in damages or have the right to terminate these Terms or any Purchase Order or Schedule for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of

any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

I. Amendment. No modification or claimed waiver of any provision of these Terms or any Purchase Order or Schedule shall be valid except by written amendment signed by authorized representatives of Licensor and the Library.

J. Severability. If any provision or provisions of these Terms or any Purchase Order or Schedule shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

K. Survivability. Sections I, III, VI, VIII, IX.A, and IX.D hereof, all of Licensor's indemnification obligations, and all perpetual license rights shall survive the expiration or termination of these Terms or any Purchase Order or Schedule.

L. Headings. The section headings contained in these Terms or any Purchase Order or Schedule are for reference purposes only and shall not affect the meaning or interpretation of these Terms or any Purchase Order or Schedule.

M. Waiver. Waiver of any provision in these Terms or any Purchase Order or Schedule shall not be deemed a waiver of any other provision in these Terms or any Purchase Order or Schedule, nor shall waiver of any breach of these Terms or any Purchase Order or Schedule be construed as a continuing waiver of other breaches of the same or other provisions of these Terms or any Purchase Order or Schedule.

N. Counterparts. These Terms may be executed in one or more counterparts, and by each party in separate counterparts, each of which when executed shall be deemed to be an original and all of which taken together constitute one and the same agreement. Delivery of an executed counterpart of these Terms by facsimile transmission or by email in portable document format (PDF) shall be as effective as delivery of a manually executed counterpart of these Terms.

O. Entire Agreement. These Terms, along with any Purchase Orders and Schedules into which these Terms are incorporated, constitute the entire agreement of the parties and supersede all prior communications, understandings, and agreements relating to the subject matter hereof and thereof, whether oral or written.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed these Terms by their respective, duly authorized representatives as of the Effective Date.

LICENSOR:

[Insert full name of Licensor entity]

BY: _____
Signature of Authorized Signatory of Licensor

DATE: _____

Print Name:
Title:
Address:
Telephone No.:
Facsimile:
Email:

LIBRARY:

The Library of Congress

BY: _____

DATE: _____

Print Name:
Title:
Address:
Telephone No.:
Facsimile:
Email:

Appendix A

TEMPLATE

The template below should be used to create one or more Schedules to memorialize the license to the Library of Licensed Materials from a particular Licensor. A separate Schedule should be created for each type of Licensed Materials licensed by the Library at a particular time.

**THE LIBRARY OF CONGRESS
Schedule**

This Schedule is entered into as of *[insert date]* (the “Effective Date”) by and between *[Licensor’s official corporate name, street address, city, state, postal code, and country]* (the “Licensor”) and the Library of Congress, 101 Independence Avenue, S.E., Washington, D.C. 20540, United States of America (the “Library”).

Licensed Materials

The Licensed Materials that are the subject of this Schedule are identified below:

[Describe Licensed Materials and fees payable with reasonable specificity using the table below to convey such information. If the license is to be perpetual, indicate “Perpetual” for the Subscription Period.]

Title	Subscription Period	Format	Delivery Schedule	Fee

Payment Terms

The fee(s) payable with respect to the license of the Licensed Materials under the Agreement are set forth in the table above. Such fee(s) represent fee(s) payable for the Licensed Materials for the Subscription Period(s) indicated in the table above. All invoices will be paid within 90 days of receipt.

Subject to Terms and Conditions

Licensors and the Library have duly executed and delivered the Terms and Conditions for License of Electronic Resources dated as of _____, 20__ (the "Terms"). Licensors and the Library acknowledge and agree that this Schedule, and each Purchase Order (as defined in the Terms) issued by the Library under this Schedule, are subject to the Terms and that the Terms are deemed to be incorporated into this Schedule and into each such Purchase Order.

Counterparts

This Schedule may be executed in one or more counterparts, and by each party in separate counterparts, each of which when executed shall be deemed to be an original and all of which taken together constitute one and the same agreement. Delivery of an executed counterpart of this Schedule by facsimile transmission or by email in portable document format (PDF) shall be as effective as delivery of a manually executed counterpart of this Schedule.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Schedule by their respective, duly authorized representatives as of the Effective Date.

LICENSOR:

[Insert full name of Licensor entity]

BY: _____
Signature of Authorized Signatory of Licensor

DATE: _____

Print Name:
Title:
Address:
Telephone No.:
Facsimile:
Email:

LIBRARY:

The Library of Congress

BY: _____

DATE: _____

Print Name:
Title:
Address:
Telephone No.:
Facsimile:
Email: