This agreement ("Agreement") is hereby made between the U.S. Department of Agriculture; Research, Education, and Economics Agencies; National Agricultural Library (hereinafter called “NAL”) and ______________ during the period _______________.

______________ will provide all available article-level metadata records, including headers and abstracts in the MODS, JATS, or other XML format conforming to a DTD/XML schema, to NAL by the mechanism specified in the Terms and Conditions below. These metadata records will be used in the creation and enrichment of the AGRICOLA database and family of products produced and distributed by NAL.

______________ acknowledges that NAL hereby makes no commitment, express or implied, to buy the metadata records involved, or to give ______________ any special consideration in this or any future acquisition in which ______________ may submit a bid or proposal.

The journals for which metadata records will be provided are listed in Appendix A. The metadata records for journals listed in Appendix A are offered at no cost to NAL, and ______________ waives any and all claims against NAL for compensation for said metadata records.

**LIMITATION OF LIABILITY**

1. Each of the parties hereto warrants that:
   a) it has all the rights necessary to enter into and fully perform its obligations under this Agreement; and
   b) it will comply with all regulations and laws in the performance of its obligations under this Agreement.

2. In no event will NAL be held responsible for any loss or any direct, indirect, actual, compensatory, continuing, special, or consequential damages as a result of the use of these metadata records.

3. Inasmuch as this Agreement is related to an opportunity for NAL to use the metadata records without charge or obligation, ______________ makes no warranties or representations, whether expressed or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

4. In no event will ______________ be liable to NAL for any loss, including time, money, goodwill, or consequential damages which may arise from use of these metadata records.

5. NAL acknowledges that it is obtaining no title to nor ownership to the metadata records received as a result of this Agreement.

6. NAL shall use the metadata records strictly as described below under Terms and Conditions, and shall treat the metadata records and all associated materials as it treats its own proprietary and confidential information, provided such care is deemed reasonable.
7. NAL shall use reasonable endeavors to:
   a) notify all Authorized Users of the importance of respecting the intellectual property rights in
      the Licensed Materials;
   b) notify Authorized Users of the terms and conditions of this license and take steps to protect
      the Licensed Materials from unauthorized use or other breach of this License; and
   c) ensure that only Authorized Users are permitted access to the Licensed Materials.

8. Upon becoming aware of any unauthorized use or other breach, NAL shall immediately notify
   _______________ and take all reasonable and appropriate steps, including disciplinary action, both to
   ensure that such activity ceases and to prevent any recurrence.

9. Nothing in this Agreement shall make NAL liable for breach of the terms of the Agreement by any
   secondary user of the AGRICOLA database and family of products provided that NAL did not cause,
   knowingly assist or condone the continuation of such breach after becoming aware of an actual breach
   having occurred.

**TERMS AND CONDITIONS.**

This Agreement is between NAL and _______________ for use of article-level metadata records by
NAL in creation and enrichment of the AGRICOLA database and family of products.

1. This Agreement shall be effective on (date) _____________ and shall automatically renew on (date)
   _____________ unless terminated in writing 60 days in advance.

2. This document contains the entire Agreement between the parties with respect to the use of the
   metadata records described in Appendix A

3. The publisher shall make all available metadata records accessible to NAL and its authorized users
   via (check one)
   • ___ Provider will post files to NAL’s FTP server
   • ___ NAL will retrieve metadata from provider’s FTP server
   • ___ Other: _________________________________________

4. In the event that any language in the terms and conditions of this agreement and license conflict
   with the governing Federal Acquisition Regulation (FAR) clauses or other U.S. federal law, the FAR
   clauses and U.S. federal law shall take precedence.

5. _______________ shall provide the metadata records in accordance with the following terms and
   conditions:

   a.) Unless otherwise specified in Appendix A, records will be provided in JATS, MODS, or other
       XML format conforming to a DTD/XML schema.
   b.) _______________ reserves the right at any time and for any reason terminate this Agreement
      and to cease providing metadata records to NAL after providing 90 days written notice.
c.) If and when _______________ plans to implement any significant changes in the structure or format of content supplied to NAL, _______________ shall give 90 days written and reasonably detailed notice thereof to NAL.

d.) Should the metadata records furnished under this Agreement become, or in the opinion of _______________ be likely to become, the subject of a claim for infringement, _______________ may replace, remove or modify such content to render it non-infringing, and will notify NAL of this situation.

e.) NAL may incorporate all available metadata records for articles published from the volumes specified for the journals listed in Appendix A.

f.) NAL may incorporate or exclude all or part of the metadata records into the AGRICOLA family of products, at its discretion. Inclusion of content by NAL is not guaranteed.

g.) NAL and its authorized users may view, copy, print, store and/or make any use of the metadata records consistent with the Fair Use Provisions of the United States Copyright Act.

h.) For the term of this Agreement and subject to the terms and conditions set forth herein, _______________ grants to NAL a non-exclusive non-transferable, worldwide license, hereinafter referred to as 'the License', to:

   1) process the files of metadata records by staff and equipment of NAL
   2) extract the Header and Abstract and integrate the Headers and Abstracts with the AGRICOLA family of products of NAL.
   3) distribute these products, either directly or indirectly, to its Customers.

i.) NAL shall make all reasonable efforts to provide its customers with the opportunity to access content from _______________ by providing a link at article level, via DOI, directly to the article on _______________ (or its successors) server/website

j.) NAL is not allowed to reproduce, to redistribute or otherwise create a Product(s) copied directly and exclusively, i.e. not integrated with the Product(s) of NAL, from the data provided by _______________ to NAL;

k.) The right to perpetual use of the metadata records will survive the termination of this agreement, for any reason.

6. NAL shall not grant any sublicense of any rights under this license without express prior written approval of _______________ which approval may be denied for any reason.

7. NAL acknowledges the ownership and copyright of all licensed material of _______________ and will protect all copyright of content listed in Appendix A.

8. This Agreement may not be changed or amended nor can any provision hereof be waived except by an instrument in writing duly signed by authorized representatives of both parties. No waiver of any breach of this Agreement will be effective unless made in writing and signed by the waiving party, nor will any waiver constitute a continuing waiver of any prior or subsequent breach of the same or any other provision unless expressly set forth in such waiver.
9. All notices and other communications provided for in this Agreement shall be communicated in writing and delivered to the points of contact indicated below. All notices and communications will be effective, when delivered to the addressee.

a. Notices to ______________ shall be sent to:
   NAME: __________________
   TITLE: __________________
   AGENCY: _______________
   ADDRESS: _______________
   CITY, STATE, ZIP CODE, COUNTRY: _______________

b. Notices to NAL shall be sent to:
   Vicky Crone
   Licensing and Procurement Librarian,
   National Agricultural Library, USDA,
   10301 Baltimore Ave. Rm. G-13,
   Beltsville, MD 20705, USA.

FOR NAL:
Name: Vicky Crone
Position: Licensing and Procurement Librarian
Signature: _______________
Date: _______________

FOR ______________
Name: __________________
Position: __________________
Signature: __________________
Date: _______________
Addendum: [Appendix A – List of Journal titles, ISSNs, and date range of volumes/issues for which metadata records will be provided:

1.