

**AGREEMENT FOR DISTRIBUTION
OF INFORMATION FROM THE WORLD NEWS CONNECTION®**

This Agreement between the National Technical Information Service (NTIS) and its (Licensee),

[Name of Firm]
[Address]

prescribes the terms and conditions under which Licensee may use the World News Connection® (WNC) and make it available to others.

I. DESCRIPTION; WARRANTIES:

A. As used in this Agreement, WNC consists of material collected by the United States intelligence community from open source material around the world, most of which is copyrighted.

B. NTIS represents that it has the right to convey the license described in this Agreement pursuant to appropriate agreements between NTIS and applicable copyright owners.

II. BASIC GRANT:

A. NTIS hereby grants to Licensee a worldwide, nonexclusive, revocable right subject to article VIII herein, to use WNC for the following purposes:

1. Licensee may combine or integrate WNC with other software or technology that it now or hereafter owns or is entitled to use in order to make it easier for Licensee's paying customers to search and retrieve information. This includes the right to use any platform, or technology now known or hereafter invented.
2. Licensee may make all or a portion of the licensed information available to paying customers online. This includes satisfying customer profiles, making textual language translations, abstracting information in any language, and offering the licensed information in any form.
3. Licensee may authorize its customers to redistribute licensed information within that customer's internal organization and to archive that information in machine-readable form for later search, retrieval, and redistribution.
4. Licensee may make one copy for emergency backup.

B. Licensee may not:

1. sublicense, transfer, assign, or otherwise convey any rights under this Agreement without NTIS' prior approval;
2. distribute or authorize anyone to distribute the licensed information, or information derived from it, in any country, or other known representative of any country, that NTIS identifies in writing to be an "embargoed nation," which, until further notice, means Cuba, Iran, and North Korea;
3. assert or authorize anyone to assert any proprietary right to it in whole or in part or to represent it or any part of it as other than a United States Government Database; and
4. authorize any customer to create a derivative product from any licensed information and, further, Licensee must inform customers that they do not have this right.

III. FEES, REPORTS, AND AUDITS:

A. Not later than 45 days after the close of each calendar quarter, licensee will remit to NTIS an amount equal to \$2,750 or 45% of net invoiced revenues attributable to WNC, whichever is greater. NTIS may adjust the fee for any subsequent year but will give licensee at least ninety-days notice.

B. Revenue attributable to WNC shall be calculated without regard to telecommunications charges, amounts paid to sales agents, taxes, freight, postage and handling charges added to invoices.

C. If the licensed information, in whole or in part, constitutes a portion of the services invoiced to customers, the payment shall be a reasonable pro-rata portion of the net invoiced revenue applicable to such service calculated on the use of the licensed material contained in such service.

D. Each quarterly remittance will be accompanied with a report showing how it was calculated pursuant to paragraph A.

E. Payments must be made whether or not Licensee has received revenue. All payments must be made in U.S. dollars. Interest and fees for late payments may be assessed under appropriate policies prescribed by the U.S. Treasury.

F. Licensee will keep complete and accurate records for two years as to how it computed its invoiced revenue and payments owed to NTIS under this Agreement. Licensee and NTIS will have agreed on the method for making these computations prior to executing this Agreement. Licensee may not change that method while this Agreement is in effect without NTIS' permission. Licensee will give NTIS at least 60 days' notice of any proposed change.

G. Not more than once each 12-month period, NTIS or its representative may audit Licensee's records to verify compliance. If this inspection shows that payments were under-reported by more than 5% for the audit period (which may not exceed the period for which records are required to be maintained), Licensee shall bear the cost of the inspection.

H. Licensee's report will also provide the total online hours used, online and offline citations, items accessed, profiles, and other such information as both parties may agree that will assist NTIS in determining patterns of usage and other factors to improve marketing and revenue distribution to copyright owners.

I. Licensee's records, materials supplied by Licensee under this Agreement, and the terms of the Agreement itself shall be treated as confidential and may not be disclosed, except as a court of competent jurisdiction may otherwise direct.

IV. DATABASE DISTRIBUTION:

A. Licensee will, at its own expense, accept, reformat, index, and otherwise prepare, load and make the licensed information ready for inclusion in its services.

B. NTIS may change the licensed information format at any time, but will provide Licensee with test data and documentation at least six months in advance of any proposed change. If the changes are not acceptable, Licensee may terminate upon written notice at least 30 days prior to scheduled implementation.

C. NTIS will select an expeditious method to deliver WNC. If Licensee requests an alternative method, a special handling charge may be assessed.

D. NTIS' obligation to deliver WNC ends if the agency responsible for providing the newsfeed decides not to make it available to NTIS.

V. COPYRIGHT NOTICE:

A. Each record supplied by NTIS will contain a suitable copyright notice which may not be altered without NTIS' written permission.

B. Licensee will ensure that the following statement appears at the end of each record: "Inquiries may be directed to NTIS, US Dept. of Commerce."

C. NTIS retains no right to any value added by Licensee in indexing, formatting, and installing the licensed information on its systems.

VI. INDEMNIFICATION:

A. Indemnification by Licensee

In the event of any claim, suit or action by any other party against NTIS arising out of any error caused by Licensee in reformatting, storing or transmitting the licensed information in the Services and Products, Licensee shall indemnify and hold harmless NTIS against any judgment, liability, loss, cost or damage (including any settlement amount, litigation costs and reasonable attorneys' fees) incurred as a result of such claim, suit or action.

B. Responsibility of NTIS

NTIS accepts responsibility for obtaining copyright permission from the foreign information sources included in World News Connection where applicable. Any suit for copyright infringement against the Government shall be in the U.S. Court of Federal Claims under 28 USC 1498 (b). The parties will notify each other in writing of any claim of copyright infringement relating to those sources and NTIS will seek to resolve all such claims.

C. Own Defense

Either party may, at its option and expense, employ its own legal counsel and defend itself from and against any claim, suit or action covered by A. or B. hereinabove.

VII. SPECIAL AND ADMINISTRATIVE PROVISIONS:

A. Licensee will actively promote use of the licensed information through appropriate activities, such as demonstrations at professional conference, trade shows, training sessions, and promotional literature. Free trials, if offered, may not exceed seven (7) days.

B. Licensee will provide NTIS with free access to any online product that contains the licensed information, but only for purposes of demonstration, promotion, training, verification, and beta testing.

C. NTIS has the authority to enter into this agreement and to provide the licensed information. It is licensed "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. NTIS has no responsibility for the accuracy of the content of any licensed information.

D. This Agreement will be governed by the laws of the United States as interpreted and applied to the Federal Government by the Federal Courts in the District of Columbia.

VIII. DURATION, ASSIGNMENT, AND TERMINATION:

A. Unless sooner terminated for breach under paragraph VIII B, this Agreement will remain in effect for an initial period of two years from the date of signature by both parties. It will be automatically renewed for successive one-year periods for a period of five years, after which time the parties may review the agreement by amendment. Either party must give written notice of its intent at least 90 days prior to termination of this Agreement . Termination of this Agreement for any reason will result in termination of all rights granted by this Agreement.

B. Either party may terminate this Agreement in case of a breach by giving the breaching party 60 days written notice prior to termination, including a statement of the precise reasons. If the breach is remedied prior to the expiration of the 60-day period, the agreement will not be terminated.

C. Licensee may assign its interest and property right in this Agreement to a parent or other corporate affiliate or to a successor in interest of substantially all of its business or of any particular product line for which this Agreement has been entered into by the parties. This includes a merger or changes of corporate name.

D. Upon termination of this Agreement, Licensee shall do the following: 1) discontinue use of any marketing materials that refer to WNC within 30 days after such termination; and 2) cease using licensed information no later than 120 days after such termination. Following that, the Licensee must destroy the data in its possession at its own expense. Licensee must certify to NTIS in writing that this has been done and include the certification with the final report and accounting. These will be submitted to NTIS within 150 days of termination, along with any fees and outstanding balances owed NTIS.

ACCEPTED AND AGREED:

National Technical Information Service
Organization

Organization

Name: Don Hagen

Name:

Associate Director
Title

Title

Date

Date