


JOINT VENTURE
BETWEEN
THE NATIONAL TECHNICAL INFORMATION SERVICE
AND
PUBLIC.RESOURCE.ORG, INC.

Agreement No NTIS – 1832
Modified April 28, 2009

Pursuant to Section 3704b(a)(1)(A) of Title 15 of the United States Code, the National Technical Information Service (NTIS), a bureau within the Department of Commerce that operates on a self-sustaining basis without annual appropriations, and Public.Resource.Org, Inc. (PRO, a company incorporated under the laws of the State of California, hereby agree to enter into a joint venture to promote public access to multimedia products in the NTIS collection. The joint venture is based on an unsolicited proposal by PRO.

1. Each month NTIS will select no fewer than 100 non-copyrighted VHS videotapes or videotape masters in various formats from its collection and ship them to PRO.
2. PRO will pay costs associated with the Vendor's pulling, packaging and shipping of the master videotapes to NTIS. These costs must be approved by PRO in advance of shipping. On receipt of masters, NTIS will verify the title and number of masters sent by the Vendor and at its own expense, ship to PRO.
3. Immediately upon receipt, PRO will, at its own expense, digitize the videotape and return the videotape or videotape master and a copy in digital video disk (DVD) format to NTIS. The videotape and the DVD copy are both considered to be property of the United States Government. PRO will return the videotape and DVD within a reasonable time frame. A monthly submission to PRO will normally not occur until the DVDs sent the previous month have been returned to NTIS.
4. PRO will reimburse NTIS for the retail value of any videotape not returned to NTIS as provided in section 3.
5. Each party is free to make the content of the videotape available to the public through a web site or other means in any format and at any price, or for free, and to retain 100% of the revenue from any sales of the content.


6. PRO will link its various sites where NTIS videos are displayed back to NTIS.
7. PRO will assert no intellectual property claim to the content provided by NTIS or the resulting DVD in any manner whatsoever.
8. Nothing in this joint venture purports to be an exclusive arrangement. NTIS may provide content in its videotape collection, including content digitized by PRO under this agreement, to any other business partner.
9. Unless renewed earlier, this Joint Venture will terminate one year from the date of execution, except that either party may terminate it with 60 days written notice to the other. If NTIS terminates, PRO may either return any videotapes it has not yet digitized at NTIS' expense or it may treat those videotapes as subject to section 4. If PRO terminates, it may either return any videotapes it has not yet digitized at its own expense or it may treat those videotapes as subject to section 4.
10. Neither party may assign its rights under this Agreement to a third party without the written consent of the other party.
11. This agreement will be construed in accordance with applicable Federal law as construed by the United States Court of Federal Claims.
12. Nothing in this agreement shall be construed as creating a partnership and neither party shall have the power to bind the other in any respect.



Carl Malamud
President, Public.Resource.Org, Inc.
1005 Gravenstein Highway North
Sebastopol CA 95472

Date: _____

5/14/09



Donald Hagen
Associate Director, Office of Product
Management and Acquisitions, NTIS

Date: _____

5/12/09