## **License Agreement for Access to**

**American Institute of Aeronautics and Astronautics**

# Published Materials through its Electronic Content Platform

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(hereinafter “Licensee”) In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

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In consideration of any and all payment of the License Fees hereinafter defined, the Licensee and its Authorized Users (hereinafter defined) are granted a non-exclusive, non-transferable License to access through the AIAA’s Electronic Content Platform, (hereinafter Aerospace Research Central or ARC), the Published Materials listed in Appendix A, which may from time-to-time be modified upon the mutual agreement of both Parties. Authorized Users may use the Published Materials for Permitted Uses (hereinafter defined).

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Licensee shall pay for access to the Published Materials at the rates mutually agreed upon by the Parties hereto. Additional information regarding License Fees are included in the sections “Journals and Papers-Special Provisions” and “Standards and Books-Special Provisions” which are incorporated within this License Agreement.

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The Authorized Sites for which access is granted are sites of the Licensee within the city limits listed in Appendix B. **The address of each facility within the city listed is provided in Appendix B. Extensions, offices or facilities located outside that city are considered separate sites not subject to this Agreement unless otherwise agreed to in writing by AIAA.**

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The amount paid shall not be pro-rated based upon the date of order or payment received for the access. The subscription period is from 1 January through 31 December of the current year

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**LICENSEE MUST ACKNOWLEDGE THE ABOVE WITH THE FOLLOWING SIGNATURES:**

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| **Authorized Licensee Representative Acceptance:** |  |
| **Authorized Technical Staff Acceptance:** |  |

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1. **Term**

This Agreement shall become effective on the date last signed below and receipt of license fees and shall be automatically renewed for successive one-year periods unless terminated pursuant to the termination provisions provided herein.

1. **Termination**
2. Termination for Default

If either Party breaches a term of this Agreement, the other Party may send written notice of the breach. If the breach is not cured within days (30) days, or is not capable of being cured, or if the Parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching Party may terminate this Agreement effective immediately upon written notice.

1. Refunds

In the event that AIAA is in breach of this Agreement and fails to cure such breach and parties do not reach an extension of the curing period or satisfactory resolution, then the parties will mutually agree to appropriate refunds or credit.

1. Termination for Convenience

Either Party to this Agreement may terminate the Agreement upon sixty (60) days written notice to the other Party. In the event Licensee terminates this Agreement pursuant to this section, AIAA shall not pay a partial or full refund or credit of the License Fee to Licensee.

1. **Ongoing Access**

AIAA shall endeavor to provide access to the Published Materials on an ongoing basis. Licensee shall continue to have access to the Published Materials for which License Fees have been received under the terms of this Agreement.

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1. **Jurisdiction**

This Agreement shall be interpreted and construed according to, and governed by, the laws of the Commonwealth of Virginia, United States of America. The courts located in Virginia shall have exclusive jurisdiction to hear any dispute under this Agreement.

1. **Severability**

If any provision or provisions of this Agreement 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 thereby.

1. **Assignment and Transfer**

Licensee may not assign or transfer, either directly or indirectly, its rights or obligations under this Agreement, without the prior written consent of AIAA. Any purported assignment or transfer shall be void.

1. **Force Majeure**

Neither Party shall be liable in damages or have the right to cancel this Agreement (except as otherwise allowed under this Agreement) 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, natural disasters, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any cause beyond the reasonable control of the Party whose performance is affected.

1. **Confidentiality**

To the extent permitted by law, neither party will, without obtaining the prior written consent of the other party, disclose to any third party or use for any purpose other than the performance of obligations or rights under this Agreement. The terms of this Agreement shall be considered confidential.

Either party will be entitled to enforce the obligations in this Section 20 by seeking immediate injunctive relief, in addition to any other rights and remedies available to it by law or under this Agreement.

1. **General**

This Agreement and all appendices set forth the entire understanding of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. This Agreement may not be modified without the express written consent of both Parties.

In the event Licensee chooses to purchase additionalmaterials *after* the date of execution of this Agreement, such purchases shall be made in accordance with Section 2 of this Agreement, be memorialized in a written amendment to Appendix A, and governed by the existing provisions of this Agreement unless modified in writing at the time of purchase. The amended Appendix A will become a part of this Agreement.

Licensee must pay any applicable taxes, other than taxes on AIAA’s net income, arising out of Licensee’s use of the Published Materials and/or the rights granted under this Agreement.

The provisions of Sections 3, 4, 5, 6, 9, 12, 17, 19, and 21 shall survive any termination or expiration of this Agreement.

**ACCEPTED**

**For Licensee:**

Licensee (Institutional Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Authorizing Person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorizing Person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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#### For American Institute of Aeronautics and Astronautics

Authorized Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Appendix A:**

**Published Materials Subject to this Agreement**

Each Published Material marked by an “X” is subject to this Agreement

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| **Access (Mark with an X)** | **Published Material** | **Dates Purchased/or active** |
|  | Meeting Papers |  |
|  | AIAA Journal |  |
|  | Journal of Aircraft |  |
|  | Journal of Propulsion and Power |  |
|  | Journal of Spacecraft and Rockets |  |
|  | Journal of Thermophysics and Heat Transfer |  |
|  | Journal of Aerospace Information Systems (formerly JACIC) |  |
|  | Journal of Guidance, Control and Dynamics |  |
|  | **Archive Subscription** |  |
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|  | AIAA Journal Archive Subscription |  |
|  | Journal of Aircraft Archive Subscription |  |
|  | Journal of Propulsion and Power Archive Subscription |  |
|  | Journal of Spacecraft and Rockets Archive Subscription |  |
|  | Journal of Thermophysics and Heat Transfer Archive Subscription |  |
|  | Journal of Aerospace Information Systems (formerly JACIC) Archive Subscription |  |
|  | Journal of Guidance, Control and Dynamics Archive Subscription |  |
|  | Predecessor Society Journals Archive Subscription |  |
|  | All Journal Archive Subscription |  |
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|  | Meeting Papers Archive Sale |  |
|  | AIAA Journal Archive Sale |  |
|  | Journal of Aircraft Archive Sale |  |
|  | Journal of Propulsion and Power Archive Sale |  |
|  | Journal of Spacecraft and Rockets Archive Sale |  |
|  | Journal of Thermophysics and Heat Transfer Archive Sale |  |
|  | Journal of Aerospace Information Systems (formerly JACIC) Archive Sale |  |
|  | Journal of Guidance, Control and Dynamics Archive Sale |  |
|  | All (7) Journal Archive Sale |  |
|  | All Journal and Meeting Paper Archive Sale |  |
|  | Online Standards |  |
|  | **eBook Packages** |  |

**Appendix B:**

**Authorized Site(s) Subject to this Agreement**

Authorized Facilities Physical Address(es):

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| Site Name |  |
| Address 1 |  |
| Address 2 |  |
| City, State, Postal Code |  |
| Country |  |

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| Site Name |  |
| Address 1 |  |
| Address 2 |  |
| City, State, Postal Code |  |
| Country |  |

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| Site Name |  |
| Address 1 |  |
| Address 2 |  |
| City, State, Postal Code |  |
| Country |  |

**Appendix C**

**Institutional IP Addresses/Ranges**

IP address-based access control has been enabled for institutional subscribers for the Published Materials. Each computer that accesses the Internet is assigned an IP address, commonly represented as four number groups separated by dots, e.g. 192.58.150.10. All computers on a local area network, or subnet, may have the first two or three number groups in common. Access to the Published Materials from your institution will be authorized based on the IP addresses and/or ranges you provide.

Please list below the IP addresses and/or ranges (Class B, Class C and/or single station) via this form. Attach additional sheets as necessary. Note that Class B requests may be subject to additional review by AIAA.

Please provide below also your Network Contact in the event AIAA needs additional information.

Please list your IP addresses/ranges in the following formats:

1. Class B Network: Enter the first two (network) numbers and use asterisks for the host addresses, e.g. 128.58.\*.\*
2. Class C Network: Enter the first three (network) numbers and an asterisk for the host address, e.g. 192.58.150.\* (ranges are acceptable, type, e.g. 192.58.150.\* - 192.58.152.\* to indicate Class C ranges)
3. Single Station(s): Enter all four numbers, e.g. 192.40.158.10 (ranges are acceptable, type, e.g. 192.58.150.10 – 192.58.150.30 to indicate ranges of single stations.

## **IP Addresses and/or Ranges**

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| **Start IP Address(es)** | | | |  | **End IP Address(es)** | | | |
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\*Attach Additional Sheets if Necessary

**Please enter your fully qualified domain name (the one registered with the INTERNIC):**

Please provide the following Network Contact information:

Name \_­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Primary Contact for Service-Related Information:**

Please provide the following Contact information:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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