Standard Access Agreement For TIB Eligible Institutions for Internet Access to American Institute of Aeronautics and Astronautics Published Materials

This Standard Access Agreement is entered into by and between the American Institute of Aeronautics and Astronautics (hereinafter "AIAA") located at 1801 Alexander Bell Drive, Suite 500, Reston, Virginia, 20191, USA, and «Company» (hereinafter "Licensee”), located at «Address1» «Address2», «City», «State» «PostalCode», «Country». 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:

1. License

a) This Standard Access Agreement grants the Licensee and its Authorized Users (defined in Section 4) located at the Authorized Site (defined in Annex B) a non-exclusive, non-transferable License to access through the Internet via AIAA systems and - at the discretion of TIB - via TIB systems the Published Materials listed in Annex A. Authorized Users may use the Published Materials for Permitted Uses (defined in Section 6).

b) This Standard Access Agreement is entered into by the Parties hereto as a result of an agreement between AIAA and Technische Informationsbibliothek (German National Library of Science and Technology, hereinafter referred to as "TIB"), having its principal offices at Welfengarten 1B, 30167 Hannover, Germany.

c) Licensee certifies that it is one of the following (indicate with "X"): a German higher education institution financed either by public or private funding; or a German national, regional or state library; or a German academic specialist library mainly financed by public funding; a German research institution mainly financed by public funding; or a German governmental institution and that it is not a commercial, for-profit organization (........).

2. License Fees

No License Fees are due under this Standard Access Agreement. Through an Addendum to this Standard Access Agreement, Licensee may choose to purchase additional content, and make payment for such access as mutually agreed upon by the Parties to this Standard Access Agreement.

3. Authorized Site(s)

The Authorized Site(s) subject to this Agreement is listed in Annex B.

4. Authorized Users

Authorized Users are those individuals officially affiliated with TIB or the members of the class of Eligible Institutions defined herein. Authorized Users for Higher Education Institutions include students (including guest students), faculty (including visiting lecturers), staff and contractors, walk-In-library users and remote access users of all types included herein. Authorized Users for Academic Libraries, Research Institutions and Governmental Institutions include staff, contractors, and walk-in-library users and remote access registered users of all types included herein. For all other individuals who would not have access under the usage policies of the Eligible Institutions use, is prohibited.

5. Number of Concurrent Authorized Users
The License granted herein provides for an unlimited number of Licensee’s Authorized Users to access the Published Materials concurrently. AIAA reserves the right to limit the application of this section with respect to Published Materials that may be later included in Annex A after the effective date of this Standard Access Agreement.

6. Permitted Use

a) Licensee and Authorized Users may make all use of the Published Materials as is consistent with the Fair Use Provisions of United States, German and international copyright laws. Authorized Users may view, download, or print a reasonable portion of the Published Materials for their personal scholarly research and educational use in accordance with the terms of this Standard Access Agreement. Individual items that are downloaded shall not be electronically stored beyond a reasonable period of time and for other than the above-mentioned reasons. Otherwise, single downloads shall be used only for the printing of a single copy to be used by the TIB, Eligible Institutions, or Authorized Users under the terms contained herein. 

b) Except as set forth in Section 7 and elsewhere in this Standard Access Agreement, Licensee may use the Published Materials to fulfill requests for Interlibrary Loans (ILL) according to the provisions of this Standard Access Agreement within the national boundaries of Germany. ILL shall include requests to support non-commercial use by patrons of other libraries. An Authorized User at the Library of an Authorized Site may obtain a copy of an individual item and transmit it to the requesting Library by mail, fax or electronic transmission. At the time an ILL request is fulfilled, Licensee shall notify the requester that the item may be used only for the requester's personal scholarly, research and educational use, and if the item was transmitted electronically, that a single copy only of the item is to be printed (which itself may not be further copied) and that the electronic file must be destroyed after the item has been printed.

c) The incorporation by TIB and Eligible Institutions of parts of the Published Materials in printed and electronic course packs, study packs, resource lists and any other material (including but not limited to multi-media works) and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) is permitted within the other terms and conditions of this Agreement. This right is conferred to TIB and Eligible Institutions for instructional use by Authorized Users as defined herein. The widespread distribution or commercial exploitation of the Published Materials under the terms of this clause is expressly prohibited. No individual right of use of the Published Materials as described herein is conferred to Authorized Users. TIB must provide annual statistics on this usage.

d) The Published Materials or parts thereof may be compiled, indexed and catalogued (including, without limitation, the Header Data and Abstracts) by TIB and Eligible Institutions. Anything thereby created or compiled may be integrated into the Products and Services of Eligible Institutions for non-commercial uses.

e) If Published Materials are locally hosted according to clause 7 (b), TIB and Eligible Institutions are permitted to copy the Published Materials for data recovery and security purposes, re-format and migrate Published Materials for the purpose of new platforms and long-term accessibility and preservation within the other terms and conditions of this Agreement.

7. Prohibited Use

a) Except as provided in Section 6(b) above, Licensee agrees not to forward, transfer, sell, rent, or otherwise knowingly distribute or provide access to the Published Materials or any portions thereof, to any third party that is not an Authorized User as described herein. Licensee is expressly prohibited from providing fee-based access to the materials and fee-based document delivery services. Articles and other information obtained from the Published Materials shall not be used for fee-for-service purposes such as document delivery. Published Materials shall not be used to supply items to InterLibrary Loan requesters that provide fee-for-service purposes such as document delivery. Licensee is prohibited from making inter-library loans to organizations outside of the national boundaries of Germany and to any for-profit organizations.

b) Licensee agrees not to modify, alter, or create derivative works of the items contained in the Published Materials without prior written permission from AIAA.
c) Licensee may not remove, obscure or modify any copyright or other notices included in the Published Materials.

d) Articles and other information obtained as a result of this License are not to be systematically downloaded, re-published in any media, print or electronic form. Items may not be downloaded in aggregate quantities or centrally stored for later retrieval.

e) Licensee is required to make reasonable efforts to notify its Authorized Users of these prohibited uses and to notify AIAA of any infringements of copyrights or unauthorized use of which they become aware. Licensee will cooperate with AIAA in investigating any such unauthorized uses and taking reasonable steps to prevent a recurrence.

f) In the event of any unauthorized use of the Published Materials by an Authorized User, (a) AIAA may terminate or require Licensee to terminate such Authorized User's access to the Published Materials; (b) AIAA may terminate the access of the Internet Protocol (“IP” address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Published Materials upon AIAA's request. AIAA shall take none of the steps described herein without first providing reasonable notice to Licensee, allowing a fifteen (15) day period to cure the unauthorized use, and working with Licensee to avoid recurrence of any unauthorized use.

g) Any use of the Published Materials not explicitly permitted in Section 6 shall be considered Prohibited Use of the Published Materials.

8. Delivery

The Published Materials shall be delivered in the standard Internet formats. AIAA reserves the right to change formats with three months notice. It is the responsibility of the Licensee and the Authorized Users to establish and maintain at their expense Internet connections to the Published Materials; to provide and install suitable Web browsers, licenses for Adobe Acrobat, and any other software necessary to view the Published Materials. AIAA, or its representative, shall use reasonable efforts to provide continuous availability of the Published Materials through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), installation or testing of software, the loading of new information files, and downtime related to equipment or services outside the control of the AIAA, or its representative. Access to the Published Materials by Licensee shall be controlled through the use of Internet Protocol (“IP”) addresses. Annex C specifies the list of Licensee’s IP addresses through which access to the Published Materials shall be made.

9. Warranties

AIAA warrants that it has the right to license the rights granted under this Agreement, that it has obtained any and all necessary permissions from third parties to license the Published Materials, and that use of the Published Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe upon the copyright of any third party.

10. Limitations on Warranties

THE PUBLISHED MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE PUBLISHED MATERIALS. IT IS THE AUTHORIZED USER'S ENTIRE RISK AS TO THE SELECTION, QUALITY AND PERFORMANCE OF THE PUBLISHED MATERIALS ONLINE SERVICE. NEITHER AIAA, NOR ANY INDIVIDUAL OR OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE PUBLISHED MATERIALS ONLINE SERVICE SHALL BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE AUTHORIZED USER'S USE OF THE SERVICE SUCH AS LOST TIME, LOST PROFITS, COMPUTER PROBLEMS, OR OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER SUCH DAMAGES ARE DEEMED TO RESULT FROM THE FAILURE OR INADEQUACY OF ANY EXCLUSIVE OR OTHER REMEDY.
11. Indemnities

SHOULD LICENSEE BECOME A DEFENDANT IN A THIRD PARTY LAWSUIT CLAIMING INFRINGEMENT OF COPYRIGHT OR ANY OTHER PROPERTY RIGHT ARISING OUT OF THE PERMITTED USE OF THE PUBLISHED MATERIALS BY LICENSEE, AIAA SHALL INDEMNIFY AND HOLD LICENSEE HARMLESS FOR ANY LOSSES, DAMAGES, AWARDS, OR PENALTIES INCURRED, INCLUDING REASONABLE ATTORNEY’S FEES, IN THE DEFENSE OF SUCH CLAIM(S), PROVIDED THAT: (A) UPON NOTICE OF ANY SUCH SUIT OR THREAT OF SUIT, LICENSEE SHALL IMMEDIATELY NOTIFY AIAA; (B) AIAA MAY TAKE OVER THE DEFENSE AND SETTLEMENT OF SUCH CLAIM(S); AND (C) LICENSEE SHALL FULLY COOPERATE WITH AIAA IN DEFENSE OF THE SUIT. LICENSEE MAY APPOINT AN ATTORNEY TO MONITOR THE DEFENSE OF THE SUIT. THIS INDEMNIFICATION SHALL NOT APPLY TO THE EXTENT THAT ANY CLAIM ARISES OUT OF WRONGFUL CONDUCT BY LICENSEE OR ANY AUTHORIZED USER.

12. Term

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

13. Termination

a) Termination for Default. If either party breaches a term of this Standard Access Agreement, the other party may send written notice of the breach. If the breach is not cured within thirty (30) days, or if the parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate this Standard Access Agreement effective immediately upon written notice.

b) Termination for Convenience. Either Party to this Standard Access Agreement may terminate it upon sixty (60) days written notice to the other Party.

14. Jurisdiction

This Standard Access Agreement shall be interpreted and construed according to, and governed by, the laws of Germany. Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the World Intellectual Property Organization Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the law of Germany. Any decision or award may be submitted to a court of competent jurisdiction for enforcement.

15. Severability

If any provision or provisions of this Standard Access 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.

16. Assignment and Transfer

Licensee may not assign or transfer, either directly or indirectly, its rights or obligations under this Standard Access Agreement, without the prior written consent of AIAA.

17. Force Majeure

Neither Party shall be liable in damages or have the right to cancel this Standard Access 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, Acts of God, 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.
18. Confidentiality

If not required by law or the funding agency, 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 Standard Access Agreement any Confidential Information of the other party. The terms of this Standard Access Agreement shall be considered Confidential Information. Either party will be entitled to enforce the obligations in this Section 18 by seeking immediate injunctive relief, in addition to any other rights and remedies available to it by law or under this Agreement.

19. General

This Agreement sets 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.

No failure or delay by any Party in exercising any right, power or privilege under this Local Hosting Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The provisions of Sections 6, 7 (b), 9, 10, 16, 17, 18, and this section 19 shall survive any termination or expiration of this Agreement.

ACCEPTED

For Licensee

For Licensee: ................................................
(Institution Name)
Authorized Signature:........................................
Printed Name of Authorizing Person:.........................
Title of Authorizing Person:..................................
Date:..........................................................

For American Institute of Aeronautics and Astronautics

Authorized Signature:........................................
Authorized Signature: Dug Greevy
Title of Authorizing Person: Product Developer, Electronic Media
Date:..........................................................

Annex A:

Published Materials Subject to this Agreement

Only the material published under these titles and current metadata for the years stipulated are covered by this Purchase and License Agreement. All other titles and years must be purchased separately:

- AIAA Meeting Papers published 1963-2007*
- Journal of Energy complete collection (Note: Journal was published from 1977 to 1983.)*
- Journal of Hydronautics complete collection (Note: Journal was published from 1967 to 1981.)*

* The metadata for these titles do not include DOIs at the current time. AIAA will provide this supplemental metadata once it, through its own efforts and on its own schedule, assigns and registers DOIs for these titles.

Annex B:

Authorized Site(s) Subject to this Agreement

Address
City
State
Postal Code
Country

Annex 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 dotes, 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:

- Class B Network: Enter the first two (network) numbers and use asterisks for the host addresses, e.g. 128.58.*.*
- 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)
- 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
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:..........................................................................  
Email:....................................................................

Attach Additional Sheets if Necessary