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Stand: März 2011

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

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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.

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

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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.

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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*
- AIAA Journal issues published 1963-2007
- Journal of Aircraft issues published 1964-2007

- Journal of Guidance, Control and Dynamics issues published 1978-2007
- Journal of Propulsion and Power issues published 1985-2007
- Journal of Spacecraft and Rockets published 1964-2007
- Journal of Thermophysics and Heat Transfer published 1987-2007
- Journal of Aerospace Computing, Information and Communication published 2004-2007
- 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

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 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:

- 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

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Attach Additional Sheets if Necessary

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

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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:.....