



ATTACHMENT C  
AIP PUBLISHING LLC  
MULTISITE LICENSE AGREEMENT

January 7, 2016

This Agreement is entered into as of the JAN 7, 2016, by and between:

*AIP Publishing LLC* ("AIP"), with offices at 1305 Walt Whitman Road, Suite 300, Melville, NY 11747-4300, acting on its own behalf and as an agent of the publishing customers ("the Publishers") whose online journals are listed in Appendix A;

And

UChicago Argonne, LLC, located at 9700 South Cass Avenue, Lemont, IL 60439, representing each of the facilities ("the Sites") listed in Appendix D.

WHEREAS, AIP and the Subscriber agree that it is desirable to allow Authorized Users, as defined below, at each of the Subscriber's Sites to have access to the online versions of the Publishers' titles irrespective of location or of the separate journal subscriptions held by the individual Sites,

THEREFORE, the parties agree as follows:

**1. SCOPE AND COVERAGE**

- a. The journals ("the Licensed Material") covered by this Agreement are the electronic versions of those titles listed in Appendix A.
- b. AIP warrants that this Agreement applies to its own titles and to the titles of other Publishers listed in Appendix A, for whom AIP acts as agent for the purposes of this Agreement.
- c. The Subscriber is authorized to act on behalf of its Sites with regard to this Agreement and stipulates that all terms and conditions of this Agreement are accepted by the individual Sites, who acknowledge that they are individually responsible for enforcing the terms and conditions set forth herein, whether or not they have individually signed this Agreement or the

Publishers' online user license agreement for single institutions.

## **2. AUTHORIZED USERS**

AIP grants to the Subscriber and its Authorized Users online access to the titles listed in Appendix A. This grant extends only to the Subscriber and to Authorized Users at its Sites and may not be transferred or extended to others. "Authorized Users" means only the employees of the Subscriber and other individuals whom the Subscriber warrants have contractual access to the Subscriber's information systems using an IP address within the ranges identified in Appendix C, on-site, or off-site via Secure Authentication and who are affiliated with the Subscriber as a staff member (whether on a permanent or temporary basis) or contractor of the Subscriber. Persons who are not a current member of the staff or a contractor of the Subscriber, but who are permitted to access the Subscriber's information services from computer terminals within the physical premises of the Subscriber 'Walk-In Users' are also deemed to be Authorized Users, only for the time they are within the physical premises. Authorized Users also include individuals engaged by the Subscriber in research and development in furtherance of the Subscriber's business or their own including users of site-specific user facilities, subcontractor consultants, students and official onsite visitors. Individuals who are permitted to access the Subscriber's information services from computer terminals within the physical premises of the Subscriber "Walk-In-Users" are also deemed to be Authorized Users. Common and reasonable methods will be used to inform Authorized Users of general terms and conditions for the use of the Licensed Material that are consistent with this Agreement. Furthermore, the Subscriber will make every attempt to enforce the terms of this Agreement upon receiving information from AIP or any other source that reasonably indicates that one or more Authorized Users is in violation of the terms of this Agreement.

## **3. IP ADDRESSES**

Authorized Users will be recognized and authorized by their Internet address. IP addresses and/or address ranges for the Subscriber Sites are indicated in Appendix D. Appendix D must include the name and e-mail address of a Subscriber employee who will be the primary network contact for AIP. The Subscriber may submit the IP addresses of additional sites throughout the license period for AIP's approval, subject to the terms of section 8(b) (1).

## **4. USAGE STATISTICS**

COUNTER-compliant usage reports are available via SCITATION. Consortia and member administrators may run reports based on the (aggregated) usage from all Members' institutions.

## **5. PERMITTED USE**

- a. Authorized Users are permitted online access to the Licensed Material listed in Appendix A, and may download, save, or print text, search results, or other information solely for their private use or research. The Sites and Authorized Users may only use this online access in a way that conforms to all applicable laws and regulations.

- b. The Publisher of each online journal listed in Appendix A grants Authorized Users permission to use brief quotations from the content of the online journals with the customary acknowledgment of the source, and to copy and transmit content from individual articles in “person-to-person” and non-systematic exchanges of information between Authorized Users and specific individuals.
- c. The Subscriber agrees that use of the Licensed Material by Authorized Users other than indicated above is a violation of the terms of this Agreement. Any other use of the Licensed Material requires the written permission of the copyright holder.

## 6. PROHIBITIONS ON CERTAIN USE

- a. Altering, recompiling, systematic or programmatic copying, reselling, redistributing, publishing or republishing (beyond the brief quotations permitted under Section 5) of any journal text, search result, or other information from the Licensed Material, or any portion thereof, including without limitation, copyright, proprietary and/or other legal notices contained therein, in any form or medium is prohibited.
- b. Systematic or programmatic downloading, printing, transmitting, or copying of the Licensed Material is prohibited. “Systematic or Programmatic” means downloading, printing, transmitting, or copying activity of which the intent or the effect is to capture, reproduce, or transfer the entire output of a journal volume, a journal issue, or a journal topical section, or sequential or cumulative search results, or collections of abstracts, articles, or tables of contents. Other such systematic or programmatic use of the Licensed Materials that interferes with the access of Authorized Users or that may affect performance of the Publishers’ systems, for example, the use of ‘robots’ to index content, or downloading or attempting to download large amounts of material in a short period of time, is prohibited.
- c. All rights not expressly granted herein are reserved to the stated Publisher of the Licensed Material. The Sites and Authorized Users may not circumvent any Publishers’ access control systems or use these systems or services to make any attempt to gain unauthorized access to any other system or network.
- d. The Publishers shall not be required to distribute, and the Subscriber shall not redistribute, the Licensed Material or any article therein to a country to which export is prohibited by U.S. law or regulation.

## 7. DURATION OF AGREEMENT

- a. The initial term of the Agreement is for the period January 1, 2016, to December 31, 2020, and becomes effective on receipt by AIP of the Agreement signed by an authorized agent of the Subscriber and on receipt of payment of the Unique Title List Fee as defined in section 8.

b. This Agreement will terminate:

1. Following thirty (30) days' prior written notice that any term or condition of this Agreement is violated for any reason, knowingly or unknowingly, provided that violation is not remedied with all reasonable haste upon notification. The foregoing notwithstanding, the Publishers reserve the right to suspend access to any individual IP address or address range immediately upon detecting a breach of this Agreement by a person or persons at the IP addresses in question. The Publishers will use reasonable efforts to notify the Subscriber as soon as possible of any such suspension of service, by sending e-mail to the authorized agent address included in this Agreement.
2. No later than March 1 of any year of the Agreement if AIP has not received payment for that year.

## 8. FEES AND PAYMENT

- a. The Subscriber agrees to pay a Unique Title List Fee as set out in Appendix B. The Fee is payable within 30 days upon receipt of an invoice from AIP. Upon renewal of this Agreement, for the next subscription term, the Unique Title List Fee and journal subscription payments are subject to an annual price increase of 3% on the e-only titles for the journals listed in Appendix A.
- b. Only the following adjustments may be made to the journal subscription payments or to the Unique Title List Fee:
  1. The Subscriber may submit the IP addresses of additional Sites throughout the license period for AIP approval, such approval not to be unreasonably withheld. AIP may take account of any current or prior subscriptions to the Publishers' journals at such sites and adjust the Unique Title List Fee accordingly. All adjustments to the list of sites, IP addresses, and to the Unique Title List Fee are to be mutually agreed by AIP and the Subscriber.
  2. A new title, not initially included in the Licensed Materials listed in Appendix A, may be added to this Agreement at any time, at a price to be agreed upon by the Publisher and the Subscriber.
  3. If any journal in Appendix A ceases publication, or if the Publishers are otherwise unable to provide continued access to any title during the term of this Agreement, the Institution's annual subscription payments and/or associated Unique Title List Fee may be adjusted by agreement between AIP and the Subscriber.
- c. With the exceptions listed above, there will be adjustments in the Unique Title List Fee for the duration of this Agreement.

## 9. COPYRIGHT

The Licensed Material and their contents, including abstracts, are copyrighted by the Publishers indicated in Appendix A or as indicated within the individual journals. This material is subject to all applicable copyright, database protection and other rights of the stated owner and Publisher under the laws of the United States and other countries. Copyright notices in the Licensed Material and its articles may not be removed, obscured, or modified in any way. Unauthorized copying or redistribution of any content licensed herein is a violation of copyright laws.

## 10. FAILURE OF PERFORMANCE

The Publishers endeavor to provide service 24 hours a day, 365 days a year. The Publishers will announce to subscribers any planned downtime necessary for service upgrades, and will always seek to minimize the length and effect of such downtime. The Publishers, however, will not be liable for any delay, transmission error, software or equipment incompatibilities, force majeure or other failure of performance. The Publishers will use all commercially reasonable efforts to correct any material performance problem brought to its attention as quickly as possible and may suspend performance pending such correction.

## 11. ARCHIVAL RIGHTS OF SUBSCRIBERS

The following section only applies to Licensed Material published by AIP as indicated in Appendix A.

Note that for AIP Publishing LLC, Subscribers who subscribe at full rates will retain online access to each year of content for which a current paid subscription was held, beginning with the 1999 term. There is no charge for such access as long as the Subscriber has an active paid subscription to any AIP archival journal. If the Subscriber lapses all AIP titles, then AIP will charge an annual maintenance fee for continued online access to any previously subscribed material. This archive policy does not apply to Subscribers who receive electronic access to AIP content through a Unique Title List Fee alone.

## 12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

AIP warrants that it is entitled to grant the licenses granted in this Agreement, and is authorized to execute this Agreement on behalf of the publishing customers indicated in Appendix A. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, AIP MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ONLINE JOURNALS AND SCITATION, INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AIP AND THE PUBLISHERS SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION OR LICENSES GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY ONLINE JOURNAL, THE

PUBLISHERS' PERFORMANCE UNDER THIS AGREEMENT, TERMINATION OF THIS AGREEMENT BY AIP OR THE LOSS OF DATA, BUSINESS OR GOODWILL, EVEN IF AIP AND THE PUBLISHERS ARE ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF AIP AND THE PUBLISHERS FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE SUBSCRIBER TO AIP FOR THE ONLINE JOURNAL SUBSCRIPTION FOR THE CURRENT SUBSCRIPTION YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING WITHOUT

LIMITATION DUE TO NEGLIGENCE. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against AIP unless suit is filed thereon within one (1) year after the event giving rise to the claim.

The Subscriber assumes sole responsibility for all use of the Licensed Material by each Authorized User.

### **13. CONFIDENTIALITY**

Each party shall use its best endeavors to safeguard confidential information of the other party for a period of five years after disclosure. For the purpose of this Agreement, confidential information means information identified in writing at the time of disclosure as "confidential" concerning the prices, fees, IP addresses, usage data or search terms of the parties. Confidential information may be disclosed to Subscriber's Sites, subscription agents and any other natural or legal person who is involved in the implementation of this Agreement, but may not be shared outside the intended parties. Any information which at the commencement of this Agreement is or becomes available to the public and information required to be disclosed by law or by regulations of any governmental authority shall not be deemed confidential information for the purposes of this clause.

### **14. GOVERNING LAW**

All differences and disputes that may arise out of this Agreement or in connection therewith are to be settled by direct discussions between the parties. Any dispute or claims arising after such discussions, relating to this Agreement (including its validity and interpretation) shall be governed by, and construed and enforced in accordance with, the law of the State of Illinois without reference to its choice of law doctrine.

### **15. GENERAL**

The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement. Subject to termination under Section 6, this Agreement may be amended only by consent (via mail, email, or fax) of both parties. Neither party may make any changes to this Agreement without written consent of the other.

The Subscriber its Sites may not assign or transfer its rights under this Agreement except to a DOE approved successor or subscriber. The provisions of Sections 2, 5, 6, 9, 10, 11, and 12

hereof shall survive any expiration or termination of this Agreement.

I have read and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this Agreement on behalf of the Subscriber.

For the Subscriber

Name: *William Walsh*

Title: *Procurement Operations Manager*

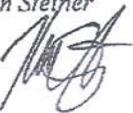
Signature: 

Date: *1-07-2016*

For the Publisher

Name: *Kevin Stejner*

Title: *Director, Global Sales*

Signature: 

Date: *1/7/2016*

Please mail the completed and signed Agreement to:

AIP Publishing LLC  
Sales Support Manager  
1305 Walt Whitman Road  
Suite 300  
Melville, NY 11747-4300

E-mail: [agonzalez@aip.org](mailto:agonzalez@aip.org)  
Fax: +1-516-576-2272

Technical Support:  
E-mail: [help@scitation.org](mailto:help@scitation.org)  
Telephone: +1-800-344-6902 (U.S. and Canada); +1-516-576-2270 (Rest of World)  
Fax: +1-516-576-9704

Attachment D  
December 18, 2015

Account#	Name of Institution or Physical Location	IPs	Network Contact information (P2W)	Subscription contact information (Advantage)
1169187	Bettis Atomic Power Laboratory	149.37.1.250		
1169754	Brookhaven National Lab	65.222.251.100	frank.Palmo@unppp.gov	frank.Palmo@unppp.gov
1076355	Fermilab (Fermi National Accelerator Lab)	130.199.*.*	donley@bnl.gov	lancaster@bnl.gov
		131.225.*.*	aral@fnal.gov	silee@fnal.gov
		134.20.*.*		
		141.221.124.11		
		141.221.191.225		
1165085	Idaho National Lab	8.23.153-155.*	carla.drake@inl.gov	carla.drake@inl.gov
New Account	Pantex Plant, P.O. Box 30020 Amarillo, TX 79120	Will be provided	Martin Haddix Martin.Haddix@cns.doe.gov	Martin Haddix Martin.Haddix@cns.doe.gov
1163820	Knolls Atomic Power Laboratory (Bechtel Marine Propulsion)	No IP's registered	palmoff@kapl.gov	palmoff@kapl.gov
		128.165.*.*		
		192.12.184.*		
1177482	Los Alamos National Lab	204.121.*.*	hoover@lanl.gov	hoover@lanl.gov
		128.219.*.*		
		134.167.*.*		
		160.91.*.*		
1177940	Oak Ridge National Lab	198.124.40-47.*	elliott@ornl.gov	elliott@ornl.gov
1168870	Pacific Northwest National Laboratory	130.20.0.*	pl.gassman@pnnl.gov	Annanaomi.Sams@pnl.gov
		132.175.*.*		
		134.253.*.*		
1181791	Sandia National Lab (Multi-year 2016) (2 sites)	198.102.153.*	libecontent@sandia.gov	libecontent@sandia.gov