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("LICENSEE")

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(a) Term. Unless terminated sooner in accordance with Section 5(b), this Agreement shall continue in effect for an initial term of twelve (12) months from the Service Date (the "Initial Term"). Licensee may renew the Agreement for additional twelve (12)-month periods, unless otherwise specified, (each, a "Renewal Term") upon written notice to IEEE and payment of the annual license fee, as determined by IEEE, within thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Licensee elects to not renew, Licensee shall notify IEEE at least thirty (30) days prior to the Renewal Term.

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(1) *Material Breach*. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.

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(3) *Insolvency*. Either party may terminate this Agreement if the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency, or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.

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(e) Entire Agreement. This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations, purchase orders or agreements on the subject matter herein. The parties expressly agree that in the event of any conflict between the provisions of this Agreement and the provisions of any purchase order, procurement internet portal or any other similar non-IEEE document, the provisions of this Agreement shall control.

(f) Amendment. This Agreement may not be amended except in a writing executed by an authorized representative of each party.

(g) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with Federal Law and, to the extent Federal Law does not apply, the laws of the State of New York.

(i) Force Majeure. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, epidemics, governmental restrictions, enemy or hostile governmental action, fire or other

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casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(j) Non-Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.


(k) Survival. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(c), 4, 5(c), 6, 7, 8, 9, and 10.

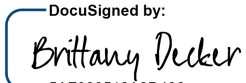
(l) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

AGREED AND ACCEPTED as of the latest signature of both parties.

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED

Alliance for Sustainable Energy, LLC (the "DOE ICPT Agreement Administrator"), Manager and Operator of the National Renewable Energy Laboratory on behalf of the US Department of Energy Integrated Contractor Purchasing Team

Signature: EXECUTED BY
William D. O'Connor
Name: IEEE Director of Customer Operations
OCTOBER 21, 2022
Title: _____
Date: 

Signature: 
Name: Brittany Decker
Title: Acquisition Services Director
Date: 11/9/2022

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**SCHEDULE A:
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IEEE Electronic Library (IEL)

Draft Standards

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Brookhaven National Laboratory
Fermi National Accelerator Laboratory
Idaho National Laboratory
Fluor Marine Propulsion - Naval Nuclear Laboratory (*includes access for Bettis Atomic Power Lab)
Lawrence Berkeley National Laboratory
Lawrence Livermore National Laboratory
Los Alamos National Laboratory
National Energy Technology Laboratory
National Renewable Energy Laboratory
Oak Ridge National Laboratory
Pacific Northwest National Laboratory
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SLAC National Accelerator Laboratory
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2. IP address(es) of proxy server(s):

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3. Intended use(s) of proxy server(s) - check all that apply:

Load balancing

Provide Remote Access

Other (please specify): _____

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**SCHEDULE C
BASE + OPTION YEARS**

This Schedule C (the "Schedule") is hereby incorporated into the IEEE Online Products Agreement (Government) (the "Agreement") between The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE"), a New York not-for-profit corporation, and Integrated Contractor Purchasing Team ("ICPT") on behalf of NREL - US DOE Labs (the "Licensee") and, together with IEEE, the "Parties"). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.

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Option Year 3: 2025 Draft Standards for IEL price cap: [REDACTED]

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1. Licensee must submit a purchase order for Year 1. Licensee shall use reasonable efforts to issue purchase orders no later than thirty (30) days prior to the Start Date for each subsequent Renewal Term.
2. Payment of the total license fee shall be due in annual installments. Contingent upon receipt of an order, IEEE shall invoice Licensee within thirty (30) days of an issued purchase order and payment of the annual installments shall be due thirty (30) days from the Invoice Date.

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3. This Schedule C is governed by the Agreement. The terms of this Schedule supersede provisions in the Agreement only to the extent that the terms of this Schedule and the Agreement expressly conflict. However, nothing in this Schedule should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Schedule.
4. If Licensee (1) acquires additional corporations or subsidiaries or merges with another entity, organization or agency and wishes to provide access to additional locations or (2) effects any other change within its organizational structure that materially increases the scope of its access to the Licensed Products, then the terms and conditions of this Addendum shall be subject to amendment by IEEE and the then current license fee is subject to increase.
5. All payments to be made by Licensee should be sent to the following address:

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**SCHEDULE D
READ & PUBLISH**

This Schedule D (the “Schedule”) is hereby incorporated into the IEEE Online Products Agreement (Government) (the “Agreement”) between The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”), a New York not-for-profit corporation, and Integrated Contractor Purchasing Team (“ICPT”) on behalf of NREL - US DOE Labs (the “Licensee”) and, together with IEEE, the “Parties”). Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.

WHEREAS the Parties desire to enter into this Schedule to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Licensee and its Authorized Authors shall be permitted to publish articles in IEEE Hybrid or fully Open Access Journals during the contract term based on the following schedule:

IEEE Read and Publish

Annual Subscription option

IEEE Electronic Library subscription with offsetting discount per APC and bundles with the IEL subscription.

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 Option year 2: 2024 IEL price cap: [REDACTED]
 Option year 3: 2025 IEL price cap: [REDACTED]

**Bundled APCs purchased each year for hybrid or fully open journals.
 IEL subscription offset will be credited towards the IEL subscription renewal each year.**

Base Year 1: 2023			
# APCs	[REDACTED] / APC	IEL subscription offset	2023 ~effective APC rate
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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**SCHEDULE E
APCs**

IEEE Article Processing Charges (APCs)

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Base Year 1: 2023

2023			APC		
# of	APC	APC	Discount if	(IEL) Discount	Cost per
Articles	Price	Discount	IEL subscriber	Price	Article
█	█	█	█	█	█
█	█	█	█	█	█
█	█	█	█	█	█

Option Year 2: 2024

2024			APC		
# of	APC	APC	Discount if	(IEL) Discount	Cost per
Articles	Price	Discount	IEL subscriber	Price	Article
█	█	█	█	█	█
█	█	█	█	█	█
█	█	█	█	█	█

Option Year 3: 2025

2025			APC		
# of	APC	APC	Discount if	(IEL) Discount	Cost per
Articles	Price	Discount	IEL subscriber	Price	Article
█	█	█	█	█	█
█	█	█	█	█	█
█	█	█	█	█	█

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(f) "Licensed Products" means the products selected in Annex A - Schedule B.

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(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below.

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William D. O'Connor
Name: IEEE Director of Customer Operations
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Title: _____
Date: 

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Name: Brittany Decker
Title: Acquisition Services Director
Date: 11/9/2022

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- (e) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.
- (f) Applicable Law. This Agreement shall be governed by and construed in accordance with Federal Law and, to the extent Federal Law does not apply, the laws of the State of New York.
- (g) Force Majeure. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, epidemics, governmental restrictions, enemy or hostile governmental action, fire or

ATTACHMENT A

other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(h) Non-Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

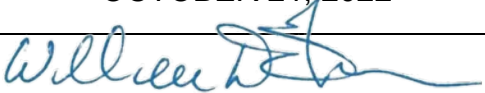
(i) Survival. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 5(a), 6(b), 7, 8, 9, 10, 11 and 12.

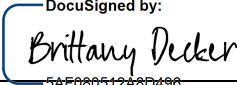
(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative.

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED

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William D. O'Connor
Name: IEEE Director of Customer Operations
Title: OCTOBER 21, 2022
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Signature: 
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Title: Acquisition Services Director
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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the later of the dates set forth below.

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED

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Lawrence Berkeley National Laboratory
Lawrence Livermore National Laboratory
Los Alamos National Laboratory
National Energy Technology Laboratory
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Provide Remote Access

Other (please specify): _____

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[REDACTED]

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IEEE Conference Proceedings Archive 1936–1999

Purchase option
[REDACTED]

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IEEE Conference Proceedings Archive Extension 2000–2004

Purchase option
[REDACTED]

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Purchase Option:
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One time purchase of complete library with the option to purchase a new frontlist each year.

2023: Purchase option: [REDACTED]

2023: Front list only: [REDACTED]

2024: Purchase option: [REDACTED]

2024: Front list only: [REDACTED]

2025: Purchase option: [REDACTED]

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2025: Front list only: [REDACTED]

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2022 Purchase Option:

[REDACTED]
Online English instruction for technical professionals to improve communication in real-life business settings. A 14-hour online learning program that uses real-life interactive scenarios to provide a working knowledge of English techniques and vocabulary that are essential for today's technical workplace. One-time purchase.

2023: Purchase option:

2024: Purchase option:

2025: Purchase option: [REDACTED]

Artech House eBooks Library

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[REDACTED]
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2023: Purchase option:

2023: Front list only:

2024: Purchase option:

2024: Front list only:

2025: Purchase option:

2025: Front list only:

IEEE-Wiley eBooks Library

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[REDACTED]
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2023: Purchase option:

2023: Front list only:

2024: Purchase option:

2024: Front list only:

2025: Purchase option:

2025 Front list only:

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2023: Front list only: [REDACTED]
2024: Purchase option: [REDACTED]
2024: Front list only: [REDACTED]
2025: Purchase option: [REDACTED]
2025: Front list only: [REDACTED]

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2023: Front list only: [REDACTED]
2024: Purchase option: [REDACTED]
2024: Front list only: [REDACTED]
2025: Purchase option: [REDACTED]
2025: Front list only: [REDACTED]

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2022 Purchase option: [REDACTED]

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2023: Front list only: [REDACTED]
2024: Purchase option: [REDACTED]
2024: Front list only: [REDACTED]
2025: Purchase option: [REDACTED]
2025: Front list only: [REDACTED]

Princeton University Press eBooks Library

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2023: Purchase option: [REDACTED]
2023: Front list only: [REDACTED]

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2024: Purchase option: [REDACTED]
2024: Front list only: [REDACTED]
2025: Purchase option: [REDACTED]
2025: Front list only: [REDACTED]

River Publishers eBooks Library

2022 Purchase option: [REDACTED]

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2023: Front list only: [REDACTED]
2024: Purchase option: [REDACTED]
2024: Front list only: [REDACTED]
2025: Purchase option: [REDACTED]
2025: Front list only: [REDACTED]

SAE eBooks Library

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The purchase option provides perpetual access to current year SAE eBook titles plus perpetual access to the backlist of over 315 titles. Expand your collection by purchasing new frontlist titles each year. There are no annual maintenance fees for the purchase option.

2023: Purchase option: [REDACTED]
2023: Front list only: [REDACTED]
2024: Purchase option: [REDACTED]
2024: Front list only: [REDACTED]
2025: Purchase option: [REDACTED]
2025: Front list only: [REDACTED]

Wiley Data & Cybersecurity eBooks Library

2022 Purchase option: [REDACTED]

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2023 Purchase option: [REDACTED]
2023: Front list only: [REDACTED]
2024 Purchase option: [REDACTED]
2024 Front list only: [REDACTED]
2025 Purchase option: [REDACTED]
2025 Front list only: [REDACTED]

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