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**Authorized Licensee Representative Acceptance:**                     [Text deleted]

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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.

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(a) 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 (60) 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.

(b) 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.

(c) 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.

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## **16. Jurisdiction**

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of California, United States of America.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. THIS SECTION LEFT INTENTIONALLY BLANK**

## **21. 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 additional materials *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, and governed by the existing provisions of this Agreement unless modified in writing at the time of purchase.

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**ACCEPTED**

**For Licensee:**

Licensee (Institutional Name) University of California, San Diego

Authorized Signature [Text deleted]

Printed Name of Authorizing Person [Text deleted]

Title of Authorizing Person AUL Collection Services

Date 8/6/14

**For American Institute of Aeronautics and Astronautics**

Authorized Signature [Text deleted]

Title of Authorizing Person Director, Publications

Date 8/28/14

**Appendix A:  
Published Materials Subject to this Agreement**

Each Published Material listed below is subject to this Agreement

<u>Description</u>	<u>Dates of Access</u>
Journal/Proceedings Subscription (inst) : AIAAJ year 2001	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2002	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2003	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2004	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2005	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2006	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2007	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2008	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2009	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2010	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2011	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2012	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2013	Perpetual Access
Journal/Proceedings Subscription (inst) : AIAAJ year 2014	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2001	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2002	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2003	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2004	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2005	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2006	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2007	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2008	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2009	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2010	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2011	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2012	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2013	Perpetual Access
Journal/Proceedings Subscription (inst) : JA year 2014	Perpetual Access
Journal/Proceedings Subscription (inst) : JGCD year 2001	Perpetual Access
Journal/Proceedings Subscription (inst) : JGCD year 2002	Perpetual Access
Journal/Proceedings Subscription (inst) : JGCD year 2003	Perpetual Access
Journal/Proceedings Subscription (inst) : JGCD year 2004	Perpetual Access
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Journal/Proceedings Subscription (inst) : JGCD year 2014	Perpetual Access
Journal/Proceedings Subscription (inst) : JPP year 2001	Perpetual Access
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Journal/Proceedings Subscription (inst) : JTHT year 2013	Perpetual Access
Journal/Proceedings Subscription (inst) : JTHT year 2014	Perpetual Access
Meeting Paper Online Archive Perpetual Access 2001-2006	Perpetual Access
Meeting Paper Online Archive Perpetual Access 2007-2011	Perpetual Access
All Journals except PSJs eJournal Archive Access 1980-2000	Perpetual Access

**Appendix B:**  
**Authorized Site(s) Subject to this Agreement**

AIAA recognizes that Licensee has many geographic locations and will recognize their locations as one, administrative site. AIAA will provide access to Licensee's authorized users as defined in this Agreement.

<b>Site Name</b>	University of California, San Diego
<b>Address 1</b>	
<b>Address 2</b>	
<b>City, State, Postal Code</b>	
<b>Country</b>	





[Text deleted]

**Proxy Servers (incorporated in the ranges above):**  
[Text deleted]

**VPN: (incorporated in the ranges above):**  
[Text deleted]

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

ucsd.edu

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**Please provide the following Network Contact information:**

Name \_\_\_\_\_ [Text deleted] \_\_\_\_\_

Organization \_\_\_\_\_ University of California, San Diego \_\_\_\_\_

Phone \_\_\_\_\_ [Text deleted] \_\_\_\_\_ [Text deleted] \_\_\_\_\_

Email \_\_\_\_\_ [Text deleted] \_\_\_\_\_

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

[Text deleted]

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**Please provide the following Contact information:**

Name \_\_\_\_\_ as above \_\_\_\_\_

Organization \_\_\_\_\_

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

Email \_\_\_\_\_

