



Institute of Physics of the CAS
Account #1000941
January 1, 2017 – December 31, 2019

AIP COMPLETE UPGRADE LICENSE AGREEMENT

This Agreement is entered into as of the 11th day of August 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

Institute of Physics of the CAS (“the Subscriber”), whose primary place of business and location is listed in Appendix D.

WHEREAS, AIP and the Subscriber agree that it is desirable to allow Authorized Users, as defined below, at the location defined in Appendix D to have access to the online versions of the Publishers’ titles,

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. The Subscriber stipulates that all terms and conditions of this Agreement are accepted.

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. Walk-In Users may not be given means to access the Licensed Material when they are not within the physical premises of the Subscriber. The Subscriber warrants and represents that 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 C. Appendix C 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).

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 Member's 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 with all applicable laws and regulations.

b. AIP 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 AIP's access control systems or use AIP's systems or services to make any attempt to gain unauthorized access to any other system or network.

d. AIP shall not be required to distribute, and Sites 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, 2017, to December 31, 2019, and becomes effective on receipt by AIP of the Agreement signed by an authorized agent of the Subscriber and on receipt of payment 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, AIP reserves 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. AIP 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.

3. The agreement will automatically renew on a yearly basis, unless either party gives the other written notice of cancellation for the next subscription year on or before October 15th of the current subscription year.

8. FEES AND PAYMENT

a. The Subscriber agrees to pay Subscription Costs as set out in Appendix B for the term of the agreement. The Fee is payable upon receipt of an invoice from AIP prior to each calendar year of the agreement. Payment of invoice is due within thirty (30) days of Invoice Date.

b. Upon the renewal of this Agreement for the next subscription term the journal subscription fees are subject to a fixed annual price increase of 3% for subsequent years, for the journals listed in Appendix A. Only the following adjustments may be made to the journal subscription payments:

1. The print copy of any journal received by a given Site may be discontinued and the subscription price for that copy will be reduced by a percentage determined by AIP.

2. A print copy of any journal may be added by a given Site for a percentage of the print and online subscription price for that title, as determined by AIP.

3. The Subscriber may submit additional IP addresses throughout the license period for AIP approval, such approval not to be unreasonably withheld.

4. 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 determined by the Publisher.

5. 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 may be adjusted by agreement between AIP and the Subscriber.

6. The Subscriber agrees that, with the exceptions listed above, there will be no other reductions or adjustments for the duration of this Agreement.

9. COPYRIGHT

The Licensed Materials and their contents, including abstracts, are copyrighted as indicated within the individual journals. This Licensed Materials are subject to all applicable copyright, database protection and other rights of the stated owner and Publisher under the laws of the U.S. and other countries. Copyright notices in the Licensed Materials and its articles may not be removed, obscured, or modified in any way. Unauthorized copying or redistribution of any Licensed Materials 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 the 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 Access List Fee alone.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

a. **Right to Grant License.** AIP warrants that it is entitled to grant the licenses granted in this Agreement, and is authorized to execute this Agreement. 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.

b. **Limitation of Liability.** 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. 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.

c. **Indemnification.** The Subscriber assumes sole responsibility for all use of the Licensed Material by each Authorized User. In the event of a breach of this Agreement by either party, each party agrees to indemnify and hold the other party harmless from and against any and all claims, liabilities, damages, expenses (including attorneys' fees and experts' costs, penalties and fees, if any, for the enforcement of this Agreement and otherwise for such party's defense of indemnified claims), losses and threatened losses arising from, or in connection with, that breach, including without limitation, claims of unauthorized use.

13. CONFIDENTIALITY

Each party shall use its best endeavors to safeguard confidential information of the other party. For the purpose of this Agreement, confidential information means information concerning the prices, fees, IP addresses, special terms, or the specific content agreed to by the parties but does not apply to the mere acknowledgement of this Agreement. 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 New York without reference to its choice of law doctrine.

15. GENERAL

This Agreement constitutes the entire agreement between the parties and supersedes any prior communication or agreement between the parties with respect to the subject matter hereof. 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 7, this Agreement may be amended only by consent (via mail, email, or fax) of both parties. The Subscriber may not make any changes to this Agreement without written consent of AIP.

The Subscriber must pay any taxes (including but not limited to any applicable Value Added Taxes, Sales Taxes, and Import Taxes) other than taxes on AIP's net income, arising out of the Sites' use of SCITATION, the Licensed Material and/or the rights granted under this Agreement.

The Subscriber may not assign or transfer its rights under this Agreement. The provisions of Sections 2, 5, 6, 9, 10, 11, 12 and 13 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:

Title:

Signature:

Date:

For the Publisher

Name: *Kevin Steiner*

Title: *Head of Global Sales and Advertising*

Signature:

Date:

Please mail the completed and signed Agreement to:

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

E-mail: agonzalez@aip.org
Fax: +1-516-576-2481

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

APPENDIX A
(2017 – 2019 LIST OF LICENSED CONTENT)

Subscribed Titles
American Journal of Physics Online
Applied Physics Letters (APL) Online w/Backfile
AVS All (Journal of Vacuum Science & Technology A & B, Surface Science Spectra and Biointerphases Online w/Backfile
Journal of Applied Physics (JAP) Online w/Backfile
Journal of Mathematical Physics (JMP) Online w/Backfile
Physics Today (PT) Online w/Backfile
Review of Scientific Instruments (RSI) Online w/Backfile

Non- Subscribed with Backfiles, AIP Access only Titles
Applied Physics Reviews (APR)
Biomicrofluidics (BMF)
Chaos
Chinese Journal of Chemical Physics (CJCP)
Conference Proceedings (CP)
Journal of Chemical Physics (JCP) online only
Journal of Laser Applications (JLA)
Journal of Physical and Chemical Reference Data (JPCRD)
Journal of Renewable and Sustainable Energy (JRSE)
Journal of the Acoustical Society of America (JASA)
Low Temperature Physics (LTP)
Physics of Fluids (POF)
Physics of Plasmas (POP)
The Physics Teacher (TPT)

APPENDIX B
(2017 -2019 FEES)

Subscribed Title	2017 Fees	2018 Fees	2019 Fees
American Journal of Physics Online	\$888	\$915	\$942
Applied Physics Letters (APL) Online w/Backfile	\$6,571	\$6,768	\$6,971
AVS All (Journal of Vacuum Science & Technology A & B, Surface Science Spectra and Biointerphases Online w/Backfile	\$2,281	\$2,349	\$2,419
Journal of Applied Physics (JAP) Online w/Backfile	\$9,066	\$9,338	\$9,618
Journal of Mathematical Physics (JMP) Online w/Backfile	\$5,770	\$5,943	\$6,121
Physics Today (PT) Online w/Backfile	\$869	\$895	\$922
Review of Scientific Instruments (RSI) Online w/Backfile	\$4,032	\$4,153	\$4,278
Non- Subscribed, Access only Titles			
Non Subscribed with Backfile Access Fees	\$3,947	\$4,065	\$4,187
TOTAL	\$33,424	\$34,426	\$35,458

APPENDIX C
INSTITUTIONAL IP ADDRESSES/RANGES

SCITATION, an electronic publishing platform operated by AIP, has enabled IP-address-based access control for institutional subscribers. Each computer that accesses the Internet is assigned an IP address, commonly represented as four number groups separated by dots, e.g. 198.162.123.154. All computers on a local area network, or subnet, may have the first two or three number groups in common. Access to SCITATION journal(s) from your institution will be authorized based on the IP addresses and/or ranges you provide. (It is recommended that you consult with your network administrator to determine your IP addresses, subnets, and other critical information about your institution's network configuration.)

AIP will accept up to ten IP addresses and/or ranges (Class B, Class C, and single station) via this form (attach additional sheets as necessary). Note that Class B requests will be subject to additional review by AIP Online Services Technical Staff. Please contact the Online Customer Service Office at help@scitation.org or phone 1-800-874-6383 if you need to register a proxy or caching server, or if have any additional questions. You may also consult the AIP Web site <http://librarians.aip.org> for additional information on how to register for online access.

All information provided regarding your IP addresses will be verified by AIP, and your network contact (which must be provided below) will be contacted if additional clarification is necessary.

Please type your IP addresses/ranges in the following formats (please contact the Online Customer Support Group if you require assistance):

Class B Network: Enter the first two (network) numbers and use asterisks for the host addresses, e.g. 145.34.*.*

147.231.126-127.*
147.231.19.176-183
147.231.19.32-39
147.231.232.*
147.231.234-235.*
147.231.26-27.*
147.231.4.1-254

Class C Network: Enter the first three (network) numbers and use asterisks for the host addresses, e.g. 145.34.128.* (Ranges are acceptable, e.g. 145.34.128.* - 145.34.149.* to indicate Class C ranges)

Single Station(s): Type all four numbers, e.g. 145.34.128.62 (Ranges are acceptable, e.g. 145.34.128.62 – 145.34.128.86 to indicate ranges of single stations) Enter your IP Addresses and/or IP Address Ranges: Please enter your fully qualified Internet domain name – the one registered with the Internet Corporation for Assigned Names and Numbers (ICANN):

Please provide the following required network contact information:

Name:
Tel:
Fax:
Email:

APPENDIX D
(LIST OF PARTICIPATING INSTITUTIONS)

Account # 1000941
Institute of Physics of the CAS
SUW
SVI Knihovna Dr Dvorak
Na Slovance 1999/2
Praha 8
182 21
CZE