

American Geophysical Union Multiple-Site/Consortium Sales Agreement and License

This Sales Agreement is entered into this _____ (day) of _____ (month) 201_, between the American Geophysical Union (hereinafter AGU) and _____ (hereinafter Licensee).

1. Agreement

This Sales Agreement between the AGU and the Licensee grants the Licensee a non-exclusive and nontransferable License to access **AGU Products** selected in Attachment A, according to the terms and conditions set forth in this Agreement, including all attachments and terms and conditions of use.

2. Provisions of Consortium License

a. Consortium. A Consortium is a group of academic educational institutions or companies with multiple sites and their libraries that have authorized a single administrative organization to negotiate this Sales Agreement on their behalf. A Consortium may consist of units of a single legal entity (for example, different branches of a state university), or may be separate legal entities. A Consortium shall supply to AGU a list of all its members and all their Authorized Sites to be attached to this Agreement as hereinafter defined. A Consortium shall notify AGU of any additions or deletions to this list of members and acknowledges that such changes may necessitate a change in the fees due under this Agreement. The designated Licensee is signing on behalf of all members of the Consortium and shall be responsible for compliance with all terms of this Agreement by all members of the Consortium. All references to "Licensee" in this Agreement shall apply equally and fully to the Consortium and each of its members. The Licensee warrants it has the right to enter into this Agreement on behalf of the Consortium and agrees to indemnify the AGU against any claims brought by members of the Consortium and against any claims resulting from any actions by members of the Consortium.

b. See Attachment C for fees for the initial term.

c. Attachment B. Licensee shall supply the complete names and addresses of all locations that are participating in this Sales Agreement (Authorized Sites), plus their AGU account numbers (if available). AGU will send Licensee an invoice for the License fee for the **AGU Products**. A location that has no Current Subscriptions may still participate in this Sales Agreement as an Authorized Site so long as it is identified as provided above. These sites will be subject to a minimum participation fee (see last paragraph in this agreement). All Authorized Sites will have access to the **AGU Products**, and the collective holdings of all journal titles as selected in Attachment A and subscribed to by the Licensee. The Licensee agrees to be liable for all fees charged under this Agreement, and to advise AGU of any additions to the list of Authorized Sites.

d. Sales Agreement Administrator: Licensee agrees to designate a single person to be the administrator of this Agreement for all Authorized Sites. The name, address, phone number, and e-mail address of the Sales Agreement administrator shall be listed in Attachment B. Licensee shall notify AGU of any changes to the assigned administrator or contact information. In addition, each Authorized Site of the Consortium must supply a contact person with e-mail address, mail address, and phone, to be used for supplying customer information and in case troubleshooting access becomes necessary.

3. Agreement Definition, Duration and Payment

a. Initial term: The initial term of this Agreement shall be until December 31, 2012. This Agreement shall then automatically renew for one-year terms unless otherwise terminated as provided for herein. The Licensee agrees to pay AGU the appropriate License fee specified on the invoice for a term of one calendar year starting on January 1 of the current year and ending December 31. Upon receipt of a

completed, signed Sales Agreement, access to the **AGU Products** will be activated. All License fees shall be paid within 30 days of invoicing. The Licensee agrees to pay AGU the appropriate License fee specified on supplemental invoices received when the Licensee adds Consortium members, Authorized Sites, AGU titles in print or Web Edition formats, or other electronic products to this agreement.

b. Renewals: At the end of a calendar year, if renewal payment for the **AGU Products** is not received within 30 days after the end of the calendar year, access to the **AGU Products** will be discontinued. AGU reserves the right to modify the terms of this Agreement for any renewal period or to adjust the License fee or pricing model for any renewal period upon sixty days prior notice.

c. Usage Reports: AGU agrees to provide the Licensee COUNTER-compliant usage reports on a monthly basis for applicable **AGU Products** subscribed to by the Licensee.

4. Termination

a. Termination for Default: If either party breaches any term of this Agreement, the other may send written notice of the breach, including a reasonable cure period of not less than seven (7) business days. If the breach is not cured within that time, 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. In the event of such a termination due to Default by the Licensee, the Licensee shall not receive a pro-rated refund of the unused License Fee, and shall not receive any access to the **AGU Products**. In the event of such a termination due to Default by AGU, the Licensee may be entitled to receive a pro-rated refund of the unused License Fee.

b. Termination for Convenience: Either Party may cancel this Agreement at any time by providing the other party with sixty (60) days prior written notice. In the event of such a termination by the Licensee, the Licensee shall not receive a pro-rated refund of the unused License Fee, but shall continue to receive access to the **AGU Products** through the duration of the subscription period, and in the event of such a termination by AGU, the Licensee shall be entitled to receive a pro-rated refund of the unused License Fee.

c. Access Rights for Cancelled Subscribers to AGU Electronic Editions: Except for termination for cause, upon request at time of cancellation, Licensees will be provided access to the content from **AGU Electronic Editions** for their Subscription Period through the Portico post-cancellation access program. Access is available only for those years and titles to which Licensee subscribed and subject to the terms and conditions of the Portico agreement. For example, a subscriber in 2011 would be entitled to perpetual access to 2011 content, but not content from 1996 to 2010, unless additional fees are paid to AGU upon termination.

5. General

This Agreement sets forth the entire understanding of the parties and may not be modified without the express written consent of both parties. Delivery of the AGU Products is in the District of Columbia, USA. The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, USA. The Licensee must pay any taxes lawfully due from it, other than taxes on AGU's net income, arising out of the Licensee's use of the AGU Products and/or the rights granted under this Agreement. The Licensee may not assign or transfer its rights under this Agreement without the express written consent of the AGU.

6. Acceptance

Signing this license constitutes acceptance by the licensee of all contents contained herein, including the attached document stipulating the Terms and Conditions under the license. Licensee warrants that they have read and understand the Terms and Conditions. Any use of AGU Publications content after such posting shall constitute acceptance of the Terms and Conditions as modified.

ACCEPTED:

I have read and agree to adhere to and abide by all the terms and conditions of this Agreement.

Licensee (Institution name) _____

Authorized Signature: _____

Print name of Authorizing Person: _____

Accepted by AGU: _____

Attachment A: AGU Products

This agreement covers the following AGU electronic products:

- AGU Digital Journals All Content
- AGU Digital Library Journals
- AGU Digital Books Current Collection
- AGU Digital Library Books

Current electronic edition subscriptions to the following individual journals:

- Eos
- Earth Interactions
- Geochemistry, Geophysics, Geosystems
- Geophysical Research Letters
- Global Biogeochemical Cycles
- Paleoceanography
- Radio Science
- Reviews of Geophysics
- Space Weather
- Tectonics
- Water Resources Research
- JGR* Atmospheres
- JGR Biogeosciences
- JGR Earth Surface
- JGR Oceans
- JGR Planets
- JGR Solid Earth
- JGR Space Physics

* Journal of Geophysical Research

Attachment B: Customer Information and Authorized Sites

Customer or Consortium Name	
Name Of Sales Agreement Administrator:	
Address (Street, City, State, Postal Code)	
Phone Number:	
E-mail:	
Subscription Agent Used (if applicable)	
Agent Contact (Name/Telephone/E-mail)	
Accounting Contact (Name/Telephone/E-mail)	
Usage Statistics Contact (Name/E-mail)	

Important: Orders cannot be processed without an e-mail address of contact person. Administrator will be notified by e-mail within 5 days of receipt of completed Agreement that account has been activated. Full Payment must be received within 30 days of invoicing.

Site Information: List the full name and address of all organization locations that will participate in the Agreement, with their AGU Account numbers, if available. Attach additional copies of this sheet if necessary.

Location Name	Address (Street, City, State, Postal Code)	AGU Account Number (if available)	IP Address*

***IP Address Note:** Please list digits that are separated by periods. Example: IP address 123.456.7*. IP Address should specify the first two groups of digits (Level B address), or the first three groups of digits (Level C address), or may specify the complete IP address of the Proxy server(s) handling the Authorized Sites. Please designate Proxy Servers as such.

Class B Network: first two network digits plus asterisks for host address, for example: 125.64.*.*

Class C Network: first three network digits plus asterisks for host address, for example: 125.64.133.*

Attachment C: Schedule of Fees

AGU ELECTRONIC JOURNAL EDITIONS

Licensee will pay a fee of \$_____ for electronic access to the AGU Electronic Journal Editions selected in Attachment A.

AGU DIGITAL LIBRARY (JOURNALS AND/OR BOOKS)

Annual Lease Subscription Option: For the initial term of this Agreement the Licensee will pay an annual access fee of \$_____. Failure by the Licensee to submit payment annually will result in a suspension in access to the archive content until payments are made current.

One-Time Purchase Option: For perpetual access, the Licensee will pay a fee of \$_____ and an annual access fee of \$75; the annual access fee is subject to change after 2015. Failure by the Licensee to submit the maintenance fee payment annually will result in a suspension in access to the archive content until payments are made current.

Return the completed Agreement with ALL attachments to:

American Geophysical Union

Attention: Institutions

2000 Florida Avenue, N.W. Washington, DC 20009-1277 USA

Phone: 202/462-6900 or 800/966-2481; Fax: 202/777-7393

E-mail: institutions@AGU.org