

UCAR Communications

PO Box 3000 Boulder, CO 80307

(303) 497-8601

COPYRIGHT LICENSE
("Agreement")

This Agreement, effective as of _____ ("Effective Date") is entered into by and between the University Corporation for Atmospheric Research ("UCAR") having a mailing address of 1850 Table Mesa Drive, Boulder, Colorado, 80305, and _____ ("Licensee") having a mailing address of _____. UCAR and Licensee may be alternatively referred to as party, individually, or parties, collectively.

1. Licensee requests the following material: _____ ("Work"). The Work is to be incorporated into a production or publication entitled, _____ ("the Publication").

Requested Delivery Date: _____.

Term: _____, unless sooner terminated, as permitted by Section 7 of this Agreement.

License Fee (if any): \$ _____.

2. UCAR hereby grants to Licensee, its successors and assigns, a non-exclusive, non-transferable, non-assignable, worldwide license to use the Work in the Publication.
3. Wherever the Work is displayed, it must bear the following notice and credit:

Copyright, [year of creation], University Corporation for Atmospheric Research
[Division/Program]

4. Licensee shall defend, indemnify and hold UCAR, its employees, officers, affiliates, subsidiaries, assignees and sponsors harmless from and against any and all claims of liability, loss or damage and expense, including reasonable attorney's fees, arising from or related to, but not limited to, this authorization to use the Work, and/or injuries or damages suffered by Licensee, its employees, contractors, or any third party which is caused in whole, or in part, by Licensee. Licensee waives any and all claims against UCAR resulting from the use of the Work as set forth in this Agreement. Licensee warrants that it will not use the Work in a manner inconsistent with the requirements set forth herein in this Agreement.
5. In addition to all other remedies described in this Agreement, UCAR shall be entitled to pursue any legal and/or equitable action against Licensee with regard to any breach of any term or condition recited herein. IN NO EVENT, HOWEVER, SHALL UCAR BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING FROM THIS AGREEMENT, OR THE OBLIGATIONS RECITED IN THIS AGREEMENT.
6. THE WORK IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UCAR makes no warranties as to the adequacy of the Image or as to its suitability for the anticipated application.

No written or oral representation, information or advice provided by UCAR, its agents or employees shall create any warranty.

7. UCAR may terminate this Agreement immediately upon Licensee's failure to remedy a breach of a material term of this Agreement within ten (10) days of UCAR's written notice of such breach. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party.
8. Upon termination, the license described herein shall terminate and Licensee shall immediately cease use of the Work and shall, at UCAR's discretion, either return or destroy all Work licensed hereunder and any related documentation. Termination of this Agreement shall not extinguish either party's rights or obligations under this Agreement that by their terms continue after the date of termination, including those obligations set forth in Section 4 hereof.
9. Except as required by Section 3 of this Agreement, Licensee shall not use the names or acronyms associated with the University Corporation for Atmospheric Research, UCAR, National Center for Atmospheric Research or NCAR, National Science Foundation or NSF, in any advertising, literature or other publication, film or material or as a reference unless Licensee obtains written permission from UCAR to do so.
10. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to attorney's fees associated therewith.
11. The parties acknowledge that a facsimile signature is fully binding and constitutes a legal method of executing this Agreement.
12. This Agreement comprises the entire understanding of the parties hereto and supersedes any oral or written agreement between the parties. If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect. This Agreement shall not be modified or amended except by a writing signed by both parties.
13. The construction, validity, performance and effect of this Agreement shall be governed by the laws of the United States of America as applied by the State of Colorado, and shall be adjudicated by competent courts in the State of Colorado. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

Accepted by:
**University Corporation for Atmospheric
Research**

By execution hereof, the signer hereby certifies that
signer is duly authorized to execute this on behalf
of:

Licensee:

(Authorized Signature and Date)

(Authorized Signature and Date)

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)

Update 10/15/08