AIPS USER AGREEMENT

ASSOCIATED UNIVERSITIES, INC.

NATIONAL RADIO ASTRONOMY OBSERVATORY

BASIC RESEARCH IN ASTRONOMY

THIS AGREEMENT, made this ____ day of ____________________, 19____, between ASSOCIATED UNIVERSITIES, INC./NATIONAL RADIO ASTRONOMY OBSERVATORY, Charlottesville, Virginia, hereinafter called the Developer; and ____ hereinafter called the User.

WHEREAS, the Developer has developed an Astronomical Image Processing System (AIPS) under agreement with the National Science Foundation; and

WHEREAS, the Developer desires to promote basic research, particularly in astronomy, throughout the world; and

WHEREAS, the Developer has determined that distribution of AIPS to User will further such research.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. For no charge, Developer hereby grants to the User a non-exclusive right to use the Astronomical Image Processing System (AIPS).
2. User acknowledges that the AIPS software/system, including all documentation, will be used primarily by User for basic research.
3. The Developer agrees that it will make available to User updates and modifications to AIPS; however, Developer is under no obligation to do so.
4. The AIPS software/documentation shall not be transfered, sold, or assigned to a third party.
5. AIPS shall not be copied or duplicated except as follows:
   a. AIPS may be copied for backup purposes.
   b. AIPS may be duplicated and run on all systems supported by the User's AIPS Manager, who will be the designated operational contact person between the User and Developer, provided that its use on all such systems is in accordance with the dictates of this agreement.
6. The obligation to use, install, and run AIPS shall be the sole responsibility of the User. It IS UNDERSTOOD THAT THE DEVELOPER MAKES NO WARRANTIES, CLAIMS, OR OTHER ASSERTIONS, IMPLIED OR OTHERWISE, CONCERNING THE PERFORMANCE OR INTEGRITY OF AIPS OR THE SUITABILITY OF AIPS FOR A PARTICULAR PURPOSE.
7. User acknowledges that any data, tapes, or containers received from the Developer are and shall remain Developer's property and shall be returned upon request of the Developer, when updated materials are requested by User or at termination of this agreement.
8. This Agreement shall remain in effect for a period of five (5) years from the date hereof.

YOUR INSTITUTION:

AUI/NRAO:

ASSOCIATED UNIVERSITIES, INC./
NATIONAL RADIO ASTRONOMY OBSERVATORY
520 EDGEMONT ROAD
CHARLOTTESVILLE, VA 22903-2475

____
Institution Name and Address

YOUR INSTITUTION	AUI/NRAO
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Please indicate technical contact person (i.e. AIPS Manager):

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