



SOFTWARE USAGE AGREEMENT (SUA)

Lunar E-Library

Export Classification of CCL ECCN EAR 9D001 (General U.S. Release)

_____, (hereinafter RECIPIENT), has requested that the U.S. Government as represented by the National Aeronautics and Space Administration, George C. Marshall Space Flight Center, located at MSFC, AL 35812 (hereinafter NASA), release the following computer software:

Name: **Lunar E-Library**

Version: **1.0** NASA Case No: **MFS-32430-1** (hereinafter SOFTWARE).

The authority for NASA to release SOFTWARE is NASA Policy Directive (NPG) 2210.1A, 2.2.4.

NOW THEREFORE, in consideration of NASA releasing the SOFTWARE to RECIPIENT and granting RECIPIENT the right to use such SOFTWARE for the stated purposes, RECIPIENT agrees as follows:

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 - c. subsequent to the effective date of this Agreement, is published by NASA, or becomes publicly known, or otherwise becomes part of the public domain through no act or omission of RECIPIENT; or

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13. This Agreement does not, in any manner, constitute the grant of a license to RECIPIENT under any NASA copyright, patent, patent application or other intellectual property.
14. The restrictions on disclosure and distribution imposed by this Agreement shall apply to any software code developed by RECIPIENT that incorporates any portion of the SOFTWARE.
15. Any use of the SOFTWARE by RECIPIENT other than that authorized in this

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16. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with U.S. Federal law.
17. This Agreement constitutes the entire understanding and agreement between the parties hereto relating to release of the SOFTWARE and may not be superseded, modified or amended except by further written agreement duly executed by the parties.
18. RECIPIENT shall inform all employees of RECIPIENT given access to the SOFTWARE of the restrictions specified herein, and RECIPIENT shall require that such employees be bound by such restrictions. Furthermore, RECIPIENT represents that it has authority to bind such employees to the restrictions specified herein.
19. Either NASA or RECIPIENT may terminate this Agreement, at any time by written notice to the other thirty (30) days before the desired date of termination. Upon termination of this Agreement, RECIPIENT shall return the SOFTWARE to NASA, or if so instructed, shall certify that the SOFTWARE has been destroyed and/or deleted from the computer systems on which it resided.
20. The effective date of this Agreement shall be the date of RECIPIENT'S execution of this Agreement as set forth below. The person signing below on behalf of RECIPIENT represents that he or she is a U.S. citizen and has the authority to sign this Agreement on behalf of RECIPIENT.

Executed on behalf of RECIPIENT by:

Name (printed or typed)

Signature

Date

Title (Indicate formal title if signing as an authorized representative of a company or entity. If signing as an individual, fill in the Title line as "Individual".)

Name of
RECIPIENT: _____

Address: _____

City/State/Zip:

Phone:

Fax:

E-mail:
