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:

1. This SOFTWARE is not in the public domain and nothing in this Agreement shall be construed as making the SOFTWARE available to the public without restriction. The SOFTWARE shall be released only to employees of RECIPIENT and shall be used for [insert use restrictions, e.g., internal use only].

2. There shall be no further distribution or publication of the SOFTWARE by RECIPIENT, neither the source code, nor the executable code, nor associated run-time applications, whether standalone or embedded, to or for use by any third party without the express prior written approval of NASA.

3. Excluded from the foregoing restrictions is information that:

   a. was published, known publicly or otherwise in the public domain prior to the effective date of this Agreement;

   b. was known to RECIPIENT prior to the effective date of this Agreement, provided that RECIPIENT shall have the burden of establishing such prior knowledge by competent written proof;

   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
d. subsequent to the effective date of this Agreement, is made available to
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4. The SOFTWARE, and/or any modified or enhanced version thereof, shall not
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for sale to the U.S. Government or any other entity. The SOFTWARE may be
used in contracts with the U.S. Government, but no charge may be made for its
use.

5. The SOFTWARE remains the property of NASA. If the SOFTWARE is
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7. The SOFTWARE is intended for domestic use only and shall not be made
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SOFTWARE shall not be made available to foreign persons (as defined by 22
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person or entity listed on any “denied parties/persons” list (including the Office
of Foreign Assets Control, Specially Designated Nationals and Blocked
Persons; Office of Foreign Assets Control, Changes to List of Specially
Designated Nationals and Blocked Persons; Office of Defense Trade Controls,
List of Debarred Parties; Bureau of Export Administration, List of Denied
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11. This Agreement does not, in any manner, constitute an exclusive release of the SOFTWARE to RECIPIENT. NASA’s distribution of the SOFTWARE to other entities is in no manner limited.

12. This Agreement does not, in any manner, constitute an endorsement by NASA of any test results, resulting designs, hardware, or other matters resulting from use of the SOFTWARE.

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
Agreement may result in liability of the RECIPIENT to the U.S. Government and/or other parties.

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:  