



Procurement
 300 Turner Street NW
 North End Center, Ste 2100
 Blacksburg, Virginia 24061
 P: (540) 231-6221 F: (540) 231-9628
 www.procurement.vt.edu

MEMORANDUM

11/15/2023

TO: James Rhoades
 FROM: Chad Dalton
 SUBJECT: Virginia Tech Contract #TS-033-04.
 Renewal Dates: 1/31/24 through 1/30/25.
 Number of Renewals Remaining: 99.

The contract with IEEE for IEEE/IEE Electronic Library Online Database Subscription expires 1/30/24. Since the contract contains a provision for renewal, please complete the following and return it to me at daltonc@vt.edu by 12/31/23.

- | | Yes | No |
|---------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual Expenditure/Revenue against this contract for if known:

- a. Current Period: 1/31/23 – 1/30/24 \$ 3,850.00 to date.
 b. Renewal Period: 1/31/24 – 1/30/25 \$ _____.

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: James Rhoades
 Submitted by: JAMES RHOADES UNIVERSITY LIB
 Title: AD CONT & ELECTRONIC RES Department: _____
 Date: 11/15/2023



Procurement

300 Turner Street NW
North End Center, Ste 2100
Blacksburg, Virginia 24061
P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

MEMORANDUM

October 21, 2022

TO: James Rhoades
FROM: Chad Dalton
SUBJECT: Virginia Tech Contract #TS-033-04.
Renewal Dates: 1/31/23 through 1/30/24.
Number of Renewals Remaining: 99.

The contract with IEEE for IEEE/IEE Electronic Library Online Database Subscription expires 1/30/23. Since the contract contains a provision for renewal, please complete the following and return it to me at daltonc@vt.edu by 11/4/22.


- | | Yes | No |
|---------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual Expenditure/Revenue against this contract for if known:

- a. Current Period: 1/31/22 – 1/30/23 \$ 13,005.00 to date.
- b. Renewal Period: 1/31/23 – 1/30/24 \$ 185,154.00

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: 

Submitted by: JAMES RHOADES UNIVERSITY LIB

Name Department

AD CONT & ELECTRONIC RES 10/26/2022

Title Date



Procurement
 300 Turner Street NW
 North End Center, Ste 2100
 Blacksburg, Virginia 24061
 P: (540) 231-6221 F: (540) 231-9628
 www.procurement.vt.edu

MEMORANDUM

September 2, 2021

TO: Ladd Brown

FROM: Roger Gupta

SUBJECT: Virginia Tech Contract # TS-033-04
 Option for Renewal Number 18, January 31, 2022 through January 30, 2023

The contract with IEEE for IEEE/IEE Electronic Library Online Database Subscription Use is restricted to University Libraries expires January 30, 2022. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by September 15, 2021.

- | | Yes | No |
|---------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual Expenditure/Revenue against this contract for if known:
- | | | | |
|-------------------|-------------------------------------|------------------------------|----|
| a. Current Period | January 31, 2021 – January 30, 2022 | \$ <u>157,117.00</u> to date | 4% |
| b. Renewal Period | January 31, 2022 – January 30, 2023 | \$ <u>167,402.00</u> | |

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: Ladd Brown

Submitted by: [Signature] [Signature]
 Name Department
[Signature] [Signature]
 Title Date

RG/tj

MEMORANDUM

TO: Ladd Brown
FROM: Roger Gupta
DATE: August 20, 2020
SUBJECT: Virginia Tech Contract: TS-033-04
Option for Renewal Number: 17

The contract with IEEE for IEEE/IEE Electronic Library Online Database Subscription Use is restricted to University Libraries expires January 30, 2021. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) September 15, 2020.

- | | | | |
|----|------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| | | Yes | No |
| 1. | Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. | Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. | Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. | If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual Expenditure/Revenue against this contract for if known:

a. Current Period January 31, 2020 – January 30, 2021

\$ _____ to date

b. Renewal Period January 31, 2021 – January 30, 2022

\$ _____

151,074.00
4%

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: Ladd Brown

Submitted by:

LADD BROWN UNIV LIBS
Name Department
HD. OF ACQ. 20 AUG 20
Title Date

RG/ss

I HAVE READ P. 2 [Signature]



Procurement
 300 Turner Street NW
 North End Center, Ste 2100
 Blacksburg, Virginia 24061
 P: (540) 231-6221 F: (540) 231-9628
 www.procurement.vt.edu

MEMORANDUM

TO: Ladd Brown
 FROM: Roger Gupta *RG*
 DATE: August 15, 2019
 SUBJECT: Virginia Tech Contract: TS-033-04
 Option for Renewal Number: 16

The contract with IEEE for IEEE/IEE Electronic Library Online Database Subscription Use is restricted to University Libraries expires January 30, 2020. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) September 15, 2019.

- | | | |
|----|------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 1. | Do you recommend renewal of this contract? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2. | Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> <input type="checkbox"/> |
| 3. | Have deliveries been made on time? | <input checked="" type="checkbox"/> <input type="checkbox"/> |
| 4. | If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual Expenditure/Revenue against this contract for if known:

a. Current Period January 31, 2019 – January 30, 2020

\$ 145,767⁰⁰ to date

b. Renewal Period January 31, 2020 – January 30, 2021

\$ 151,074⁰⁰

4%

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: Ladd Brown

Submitted by:

LADD BROWN UNIV LIBS

Name

Department

HD OF ACQ

15 AUG 2019

Title

Date

RG/ss



Procurement
 300 Turner Street NW
 North End Center, Ste 2100
 Blacksburg, Virginia 24061
 P: (540) 231-6221 F: (540) 231-9628
 www.procurement.vt.edu

MEMORANDUM

TO: Ladd Brown
 FROM: Roger Gupta *[Signature]*
 DATE: September 4, 2018
 SUBJECT: Virginia Tech Contract: TS-033-04
 Option for Renewal Number: 15

The contract with IEEE for IEEE/IEE Electronic Library Online Database Subscription Use is restricted to University Libraries expires January 30, 2019. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) September 16, 2018.

- | | Yes | No |
|---------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual Expenditure/Revenue against this contract for if known:

a. Current Period	January 31, 2018 – January 30, 2019	\$ <u>177,676</u> to date	
b. Renewal Period	January 31, 2019 – January 30, 2020	\$ <u>145,707</u>	(49%)

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: Ladd Brown

Submitted by:	<u>L BROWN</u>	<u>UNIV LIBS</u>
	Name	Department
	<u>HD OF ACB</u>	<u>7 SEPT 18</u>
	Title	Date

RG/ss


Auto Renewal



Procurement Department (MC 0333)
North End Center, Suite 2100, Virginia Tech
300 Turner Street NW
Blacksburg, Virginia 24061
540/231-6221 Fax: 540/231-9628
www.procurement.vt.edu

MEMORANDUM

July 25, 2017

TO: Ladd Brown
FROM: Roger Gupta 
SUBJECT: Virginia Tech Contract #TS-033-04

The contract with IEEE for IEEE/IEE Electronic Library Online Database Subscription expires January 30, 2018. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by August 2, 2017.

- | | Yes | No |
|---------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual Expenditure/Revenue against this contract for if known:

- | | | | |
|-------------------|-------------------------------------|----------------------|--------|
| a. Current Period | January 31, 2017 – January 30, 2018 | \$ <u>177,600.00</u> | |
| b. Renewal Period | January 31, 2018 – January 30, 2019 | \$ <u>177,676.00</u> | (Helo) |

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: _____

Submitted by:

L. Brown
Name
HD. of Acc.
Title

UNIV HDG
Department
25 JUL 17
Date

RG/ss
c: F.M. Pro

Invent the Future

Contract Administrator Responsibilities
Notify Procurement Department if Contract Administrator Changes

Contract Administrator Ladd Brown TS-033-04
Print Name Contract Number

MUST BE SIGNED AND RETURNED TO PROCUREMENT

This note is being sent to outline the *Do's and Don'ts* of contract administration. You have been named as the Contract Administrator in the attached contract(s). Contract administration involves ongoing activities that should be performed after a contract has been awarded to ensure that the Contractor and Virginia Tech are meeting the requirements of the contract.

The Contract Administrator is responsible for ensuring that all contract provisions are being followed. The Administrator assures quality, documents nonperformance if any, facilitates problem resolution, and coordinates actions with Procurement Department (contract renewals, contract amendments, and contract terminations) and legal staff when necessary. This includes:

- Monitoring the contractor's performance and interfacing with the contractor's representatives
- Formally meeting on a periodic basis with the contractor to review performance
- Verifying that invoices are consistent with contract terms
- Maintaining appropriate records, including documentation of any non-conformance or other issues that may have occurred with the contractor and resolution as a result thereof, including any significant events during the contract term
- Contacting Procurement Department for any issues, complaints, or disputes that cannot be resolved at the department level
- Working with Procurement Department to determine if contract should be renewed (if applicable)
- Avoiding conflicts of interest and maintaining appropriate standards of conduct
- Coordinating with other university units who are users of the contract
- Documenting receipt of revenue and rebates (if applicable)
- Contacting Procurement for any contract contact information changes, with either VT or Contractor.

Some of these duties may be delegated to others in your organization. For example, inspection of contractor invoices may take place in your business office. You need to be knowledgeable of the delegated process such as who is doing what and do they have the information necessary to accomplish their responsibilities.

All contracts require that any change to the terms of the contract be made in writing and be accepted by both the contractor and Virginia Tech before the change is binding. Contract Administrators *are not* empowered to make changes to the terms of the contract. For example, you are not authorized to change the price or add additional services. If there is a need to add or delete services, changes should be communicated to the Procurement Officer, who will prepare a written contract modification. The same applies for renewing contracts for additional time periods.

Thank you for your efforts to ensure this contract meets the needs of the Virginia Tech. If you have any questions, contact the Procurement Officer assigned to this contract.

Thank you,



Roger Gupta, CPPB, CUPO, VCO 1-4177



Contract Administrator Signature

01/01/2016

Auto Renewal



Procurement Department (MC 0333)
North End Center, Suite 2100, Virginia Tech
300 Turner Street NW
Blacksburg, Virginia 24061
540/231-6221 Fax: 540/231-9628
www.procurement.vt.edu

MEMORANDUM

August 12, 2016

TO: Ladd Brown
FROM: Roger Gupta *RG*
SUBJECT: Virginia Tech Contract #TS-033-04

The contract with IEEE for IEEE/IEE Electronic Library Online Database Subscription expires January 30, 2017. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by August 26, 2016.

- | | Yes | No |
|---------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual Expenditure/Revenue against this contract for if known:
- | | | |
|-------------------|-------------------------------------|----------------------|
| a. Current Period | January 31, 2016 – January 30, 2017 | \$ <u>171,650.00</u> |
| b. Renewal Period | January 31, 2017 – January 30, 2018 | \$ <u>127,000.00</u> |

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: _____

Submitted by:	<u>LADD BROWN</u>	<u>UNIV LIBR</u>
	Name	Department
	<u>HD. OF ACQ.</u>	<u>27 AUG 16</u>
	Title	Date

RG/kjb
c: F.M. Pro

Invent the Future



MEMORANDUM

October 20, 2015

TO: Ladd Brown

FROM: Roger Gupta *RG*

SUBJECT: Virginia Tech Contract #TS-033-04
 Option for Renewal Number 12 through January 30, 2017

The contract with IEEE (Institute of Electrical and Electronics Engineers, Inc.) for IEEE/IEE Electronic Library Online Database Subscription expires January 30, 2016. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by November 19, 2015.

- | | Yes | No |
|---------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual Expenditure/Revenue against this contract for:
- | | | |
|-------------------|-------------------------------------|----------------------|
| a. Current Period | January 31, 2015 – January 30, 2016 | \$ <u>122,174.00</u> |
| b. Renewal Period | January 31, 2016 – January 30, 2017 | \$ <u>125,000.00</u> |
6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:
- _____
- _____

Contract Administrator Name: L. BROWN

Submitted by: LADD BROWN UNIV LIBS
 Name Department

HD. OF ACQ. 29 OCT 15
 Title Date

RG/tj
 c: F.M. Pro

Invent the Future

MEMORANDUM

August 12, 2014

TO: Ladd Brown

FROM: Roger Gupta *RG*

SUBJECT: Virginia Tech Contract #TS-033-04
 Option for Renewal Number 11 through January 30, 2016

The contract with IEEE (Institute of Electrical and Electronics) for IEEE/IEE expires January 30, 2015. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by August 29, 2014.

- | | Yes | No |
|---------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:

- | | | |
|-------------------|-------------------------------------|------------------|
| a. Current Period | January 31, 2014 – January 30, 2015 | \$ <u>112600</u> |
| b. Renewal Period | January 31, 2015 – January 30, 2016 | \$ <u>114000</u> |

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: _____

Submitted by: LADD BROWN UNIV PURS
 Name Department

HEAD OF ACQ AUG 14
 Title Date

RG/jv
 c: F.M. Pro

Invent the Future

MEMORANDUM

August 7, 2013

TO: Ladd Brown
 FROM: Roger Gupta *RG*
 SUBJECT: Virginia Tech Contract #TS-033-04
 Option for Renewal Number 10 through January 30, 2015

The contract with IEEE (Institute of Electrical and Electronics Engineers, Inc.) for IEEE/IEE Electronic Library Online Database Subscription expires January 30, 2014. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by August 28, 2013.

- | | Yes | No |
|---------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
- | | | |
|-------------------|-------------------------------------|---------------------|
| a. Current Period | January 31, 2013 – January 30, 2014 | \$ <u>92,721.45</u> |
| b. Renewal Period | January 31, 2014 – January 30, 2015 | \$ <u>94,000.00</u> |
6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:
- _____
- _____

Contract Administrator Name: _____

Submitted by: LADD BROWN UNIV LIBS
 Name Department
HD OF ACQ 12 AUG 13
 Title Date

RG/jv
 c: F.M. Pro



MEMORANDUM

September 20, 2012

TO: Ladd Brown

FROM: Roger Gupta 

SUBJECT: Virginia Tech Contract #TS-033-04
Option for Renewal Number 9 through January 30, 2014

The contract with IEEE (Institute of Electrical and Electronics Engineers, Inc.) for IEEE/IEE electronic library online database subscription expires January 30, 2013. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by October 10, 2012.


- | | Yes | No |
|---------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:

- | | | |
|-------------------|-------------------------------------|---------------------|
| a. Current Period | January 31, 2012 - January 30, 2013 | \$ <u>96,991.70</u> |
| b. Renewal Period | January 31, 2013 - January 30, 2014 | \$ <u>92,000</u> |

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: 

Submitted by:

Name

Head of ACX

Title

Department

Univ Lib

Date

5 Oct 12

RG/jv

c: F.M. Pro

Invent the Future

Contract Administrator Responsibilities
Notify Purchasing if Contract Administrator Changes

PLEASE RETAIN FOR YOUR RECORDS.

This note is being sent to outline the *Do's and Don'ts* of contract administration. You have been named as the Contract Administrator in the attached contract(s). Contract administration involves ongoing activities that should be performed after a contract has been awarded to ensure that the Contractor and Virginia Tech are meeting the requirements of the contract.

The Contract Administrator is responsible for ensuring that all contract provisions are being followed. The Administrator assures quality; documents nonperformance if any, facilitates problem resolution, and coordinates actions with Purchasing (contract renewals, contract amendments, and contract terminations) and legal staff when necessary. This includes:

- Monitoring the contractor's performance and interfacing with the contractor's representatives
- Formally meeting on a periodic basis with the contractor to review performance
- Verifying that invoices are consistent with contract terms
- Maintaining appropriate records, including documentation of any non-conformance or other issues that may have occurred with the contractor and resolution as a result thereof, including any significant events during the contract term
- Contacting Purchasing for any issues, complaints, or disputes that cannot be resolved at the department level
- Working with Purchasing to determine if contract should be renewed (if applicable)
- Avoiding conflicts of interest and maintaining appropriate standards of conduct
- Coordinating with other university units who are users of the contract
- Documenting receipt of revenue and rebates (if applicable)

Some of these duties may be delegated to others in your organization. For example, inspection of contractor invoices may take place in your business office. You need to be knowledgeable of the delegated process such as who is doing what and do they have the information necessary to accomplish their responsibilities.

All contracts require that any change to the terms of the contract be made in writing and be accepted by both the contractor and Virginia Tech before the change is binding. Contract Administrators *are not* empowered to make changes to the terms of the contract. For example, you are not authorized to change the price or add additional services. If there is a need to add or delete services, changes should be communicated to the Procurement Officer, who will prepare a written contract modification. The same applies for renewing contracts for additional time periods.

Thank you for your efforts to ensure this contract meets the needs of the Virginia Tech. If you have any questions, contact the Procurement Officer assigned to this contract.

Thank you,




Roger Gupta, VCO

1-4177

AUTO RENEWAL
 8-19-11
 another year

MEMORANDUM

August 9, 2011

TO: Ladd Brown
 FROM: Roger Gupta 
 SUBJECT: Virginia Tech Contract #TS-033-04
 Option for Renewal Number 8 through January 30, 2013

The contract with IEEE (Institute of Electrical and Electronics Engineers, Inc.) for IEEE/IEE electronic library online database subscription expires January 30, 2012. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by August 29, 2011.

- | | Yes | No |
|---------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
- | | | |
|-------------------|-------------------------------------|-----------|
| a. Current Period | January 31, 2011 – January 30, 2012 | \$ 27,915 |
| b. Renewal Period | January 31, 2012 – January 30, 2013 | \$ 22,111 |

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by: Ladd Brown Univ Libs
 Name Department
Head of Acq 8/11/11
 Title Date

RG/jv
 c: F.M. Pro

Invent the Future

Extend another year - This is all the paper work necessary.
8-17-10 JV



Purchasing Department
270 Southgate Center (0333)
Blacksburg, Virginia 24061
540/231-6221 Fax: 540/231-9628
www.purch.vt.edu

MEMORANDUM

August 11, 2010

TO: Ladd Brown
FROM: Roger Gupta *[Signature]*
SUBJECT: Virginia Tech Contract #TS-033-04
Option for Renewal Number 7 through January 30, 2012

The contract with IEEE (Institute of Electrical and Electronics Engineers, Inc.) for IEEE/IEE electronic library online database subscription expires January 30, 2011. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by August 31, 2010.

- | | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
|---------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
- | | | |
|-------------------|-------------------------------------|------------------|
| a. Current Period | January 31, 2010 – January 30, 2011 | \$ <u>24,900</u> |
| b. Renewal Period | January 31, 2011 – January 30, 2012 | \$ <u>21,100</u> |

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by: *Ladd Brown* *Univ Libs*
 Name Department
Dir. of Acc. *12 Aug 10*
 Title Date

RG/jv
c: F.M. Pro

Invent the Future



MEMORANDUM

August 13, 2009

TO: Ladd Brown

FROM: Roger Gupta

SUBJECT: Virginia Tech Contract #TS-033-04
Option for Renewal Number 6 through January 30, 2011

The contract with IEEE (Institute of Electrical and Electronics Engineers, Inc.) for IEEE/IEE electronic library online database subscription expires January 30, 2010. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by August 31, 2009.

- 1. Do you recommend renewal of this contract? Yes No
2. Has the quality of the merchandise or service been satisfactory?
3. Have deliveries been made on time?
4. If the contract requires service by the vendor, has the service been satisfactory?

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:

a. Current Period January 31, 2009 - January 30, 2010 \$
b. Renewal Period January 31, 2010 - January 30, 2011 \$

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by: LADD BROWN Name
Title: H.D. OF ACQ.
Department: UNIV. LIBS.
Date: 26 AUG 09

RG/jv
c: F.M. Pro

Extend for another year - This is all the paper work necessary.
 9-30-08
 BTV



Purchasing Department (0333)
 270 Southgate Center, Blacksburg, VA 24061
 (540) 231-6221 Fax (540) 231-9628

No File

MEMORANDUM

September 15, 2008

TO: Ladd Brown
 FROM: Roger Gupta *RG*
 SUBJECT: Virginia Tech Contract #TS-033-04
 Option for Renewal Number 5 through January 30, 2010

 **COPY**

The contract with IEEE (Institute of Electrical and Electronics Engineers, Inc.) for IEEE/IEE electronic library online database subscription expires January 30, 2009. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by September 24, 2008.

- | | Yes | No |
|---------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Do you recommend renewal of this contract? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the quality of the merchandise or service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have deliveries been made on time? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If the contract requires service by the vendor, has the service been satisfactory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
- | | | |
|-------------------|-------------------------------------|---------------------|
| a. Current Period | January 31, 2008 – January 30, 2009 | \$ <u>70,700.00</u> |
| b. Renewal Period | January 31, 2009 – January 30, 2010 | \$ <u>60,000.00</u> |

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by: *Ladd Brown* *Univ. Libs.*
 Name Department
Head of ACU *9/23/08*
 Title Date

RG/jv
 c: F.M. Pro



VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

Purchasing Department (0333)

270 Southgate Center, Blacksburg, VA 24061 (540) 231-6221 Fax (540) 231-9628

MEMORANDUM

October 11, 2007

TO: Ladd Brown
FROM: Roger Gupta
SUBJECT: Virginia Tech Contract #TS-033-04
Option for Renewal Number 4 through January 30, 2009

The contract with IEEE (Institute of Electrical and Electronics Engineers, Inc.) for IEEE/IEE electronic library online database subscription expires January 30, 2008. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by October 23, 2007.

- 1. Do you recommend renewal of this contract?
2. Has the quality of the merchandise or service been satisfactory?
3. Have deliveries been made on time?
4. If the contract requires service by the vendor, has the service been satisfactory?

If the answer to any of the above is "NO", please explain.

- 5. Estimated annual expenditure against this contract for:
a. Current Period January 31, 2007 - January 30, 2008 \$ 75,700
b. Renewal Period January 31, 2008 - January 30, 2009 \$ 75,750

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by: Ladd Brown, Univ. Libs.
Name Department
Hd. of Acq. 17 Oct '07
Title Date

RG/jv

c: F.M. Pro



VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

Purchasing Department (0333)

270 Southgate Center, Blacksburg, VA 24061 (540) 231-6221 Fax (540) 231-9628

MEMORANDUM

October 23, 2006

TO: Ladd Brown
FROM: Roger Gupta
SUBJECT: Virginia Tech Contract #TS-033-04
Option for Renewal Number 3 through January 30, 2008

The contract with IEEE (Institute of Electrical and Electronics Engineers, Inc. for IEEE/IEE electronic library online database subscription expires January 30, 2007. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by November 1, 2006.

- 1. Do you recommend renewal of this contract?
2. Has the quality of the merchandise or service been satisfactory?
3. Have deliveries been made on time?
4. If the contract requires service by the vendor, has the service been satisfactory?

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:

a. Current Period January 31, 2006 - January 30, 2007 \$ 92,711
b. Renewal Period January 31, 2007 - January 30, 2008 \$ 96,200

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by: [Signature]
Name: [Signature]
Title: [Signature]
Department: [Signature]
Date: [Signature]

RG/jv

c: F.M. Pro



VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

Purchasing Department (0333)

270 Southgate Center, Blacksburg, VA 24061 (540) 231-6221 Fax (540) 231-9628

MEMORANDUM

October 6, 2005

TO: Ladd Brown
FROM: Jim Dunlap
SUBJECT: Virginia Tech Contract #TS-033-04
Option for Renewal Number 2 through January 30, 2007

The contract with IEEE (Institute of Electrical and Electronics Engineers, Inc. for IEEE/IEE electronic library online database subscription expires January 20, 2006. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by October 20, 2006.

- 1. Do you recommend renewal of this contract?
2. Has the quality of the merchandise or service been satisfactory?
3. Have deliveries been made on time?
4. If the contract requires service by the vendor, has the service been satisfactory?

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:

a. Current Period January 31, 2005 - January 30, 2006 \$66,000
b. Renewal Period January 31, 2006 - January 30, 2007 \$2,000

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by: [Signature]
Name: HD. OF ACQ.
Department: UNIV. LIBS.
Title:
Date: 11 OCT 05

c: F.M. Pro

JED/md



VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

Purchasing Department (0333)

270 Southgate Center, Blacksburg, VA 24061 (540) 231-6221 Fax (540) 231-9628

October 8, 2004

MEMORANDUM

TO: Ladd Brown
FROM: Jim Dunlap
SUBJECT: Virginia Tech Contract #TS-033-04
Option for Renewal Number 1 through January 30, 2006
Number of Renewals Remaining:

The contract with IEEE (Institute of Electrical and Electronics Engineers, Inc. for IEEE/IEE electronic library online database subscription expires January 30, 2005. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by October 22, 2004.

- 1. Do you recommend renewal of this contract?
2. Has the quality of the merchandise or service been satisfactory?
3. Have deliveries been made on time?
4. If the contract requires service by the vendor, has the service been satisfactory?

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:

a. Current Period January 31, 2004 - January 30, 2005 \$ 102,695
b. Renewal Period January 31, 2005 - January 30, 2006 \$ 101,945

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by: Ladd Brown, Name; Assoc Lib'n, Title; Univ Lib, Department; 20 Oct 04, Date

JED/md

c: F.M. Pro

JULY 2001

LICENSE AGREEMENT
ACADEMIC

IEEE/IEE ELECTRONIC LIBRARY (IEL)
INTERNET

Licensee/Address:

Virginia Polytechnic Institute and
State University
P.O. Box 90001
Blacksburg, VA 24062-9001
Attn: Ladd Brown

Telephone: 540 231 6736

Facsimile: 540 231 3694

Email: blbrown@vt.edu

IEEE/Address:

Institute of Electrical and Electronics Engineers, Inc.

445 Hoes Lane
Piscataway, NJ 08854
Attn: Stephen Nabors, Sales Administrator

Telephone: +1 732 562 5366

Facsimile: +1 732 981 9334

Email: s.nabors@ieee.org

The parties agree to be bound by the terms and conditions that follow:

LICENSEE:
VIRGINIA POLYTECHNIC
INSTITUTE AND STATE UNIVERSITY

By: *Lauren J. Coble*

Name: Lauren J. Coble

Title: Contract Review Officer

Date: 2/05/02

IEEE:
INSTITUTE OF ELECTRICAL AND
ELECTRONICS ENGINEERS, INC.

By: *Joseph Dillon*

Name: Joseph Dillon

Title: Director of Sales Administration

Date: 3/1/02

(Please fax all pages of the signed agreement directly to IEEE at +1 732 981 0873.)

Deleted: IEL License Agmt-Internet
Academic.doc

JULY 2001

Section 1. What Our Terms Mean.

"Authorized Sites" means those locations listed on Annex I.

"Authorized Users" means (a) persons affiliated with Licensee as students, faculty or employees of Licensee; (b) persons physically present in Licensee's facilities; or (c) such other persons as IEEE may, at the request of Licensee and in IEEE's sole discretion, authorize in writing to access the Licensed Products.

"Database" means the IEEE/IEE Electronic Library, consisting of an electronic archive of journals, standards and conference proceedings owned and published by IEEE, as well as certain journals, conference proceedings and related materials owned by the Institution of Electrical Engineers ("IEE") which IEEE has the right to license, and all other text and graphics to which access is provided by IEEE according to the terms of this Agreement, as may be supplemented or modified from time to time by or on behalf of IEEE.

"Licensed Products" means (a) the Database; (b) the Licensed Software; and (c) the INSPEC subset database or any equivalent index so determined by IEEE for use as the index for the Database, as may be modified from time to time by or on behalf of IEEE.

"Licensed Software" means (a) the software provided by IEEE and/or used to search and retrieve any item in the Database; and (b) the Graphical User Interface software used in connection with the Database, as may be modified from time to time.

"Remote Access" means access provided by Licensee via secured authentication means only to persons affiliated with Licensee as students, faculty or employees of Licensee who are not physically present at an Authorized Site.

"Service Date" means (a) the last day of the month during which Licensee is first given access to the Licensed Products; or (b) the last day of the month following Licensee's trial access to the Licensed Products.

Section 2. What We Are Giving You.

IEEE grants Licensee a non-exclusive, non-transferable license to use the Licensed Products and to provide access to the Database electronically via the Internet only to Authorized Users at Authorized Sites or via Remote Access in accordance with the terms and conditions of this Agreement (the "License").

Section 3. Services We Will Provide.

IEEE will provide services as described in Annex II.

Section 4. What We Authorize You To Do And What We Ask You Not To Do.

(a) Licensee is authorized to permit Authorized Users to do the following:

- (i) view and search the content of the Licensed Products;

Deleted: IEL License Agmt-Internet Academic.doc

JULY 2001

- (ii) download individual articles for the individual use of an Authorized User;
 - (iii) print individual articles from the Licensed Products for the individual use of an Authorized User or for the use by other Authorized Users;
 - (iv) make photocopies of a printed article for the individual use of an Authorized User or for the use by or distribution to other Authorized Users;
 - (v) use a printed or electronically transmitted article for the purpose of inter-library loans subject to the same limitations that apply to paper copies for that purpose made from the print edition of the publications. Specifically, copies must be made in compliance with Section 108 of the Copyright Act of the U.S. and with guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines), the text of which is available as part of U.S. Copyright Office Circular 21; and
 - (vi) post up to twenty-five (25) single PDFs contained in the Licensed Products for the purposes of electronic course reserve on Licensee's secure website.
 - (vii) Licensee shall remove all single PDFs posted on their secure website within ninety (90) days after the course has been completed and notify IEEE of their removal.
- (b) Notwithstanding any of the terms of subparagraph (a) of this section, Licensee shall not, and shall not knowingly permit any Authorized User to:
- (i) except as specifically set forth in Section 4(a)(v), allow anyone other than an Authorized User to use, access, display or otherwise make any information from the Licensed Products available to anyone other than an Authorized User;
 - (ii) permit or facilitate use of or access to the Licensed Products at non-Authorized Sites;
 - (iii) download or attempt to download an entire issue or issues of a publication contained in the Licensed Products;
 - (iv) create a searchable archive of any portion of the Licensed Products;
 - (v) use robots, spiders or intelligent agents to access, search and/or systematically download any portion of the Licensed Products;
 - (vi) sell, re-sell, rent, lease, license, sublicense, assign or otherwise transfer the Licensed Products or any rights granted in Section 2;

Deleted: IEL License Agmt-Internet Academic.doc

JULY 2001

(vii) use or copy the Licensed Products for document delivery, fee-for-service use, or bulk reproduction or distribution of materials in any form including, but not limited to, coursepacks or any substantially similar commercial purpose;

(viii) delete or remove in any form or format, including on a printed article or photocopy, any copyright information or notice contained in the Licensed Products; or

(ix) combine any portion of the Licensed Products with any other material.

(c) In the event either party becomes aware of any unauthorized use of the Licensed Products by a user or any use of the Licensed Products at an unauthorized site, they shall notify the other party of such unauthorized use and take reasonable efforts to suspend such user's access to the Licensed Products.

Section 5. Our Intellectual Property Rights.

(a) IEEE represents that it is the owner of all right, title and interest in and to the Licensed Products and/or has the right to license portions of the Licensed Products, including all copyright and other intellectual property rights under United States and international laws. Except as expressly permitted by this Agreement or the copyright laws of the United States, Licensee and its Authorized Users may not copy, reproduce, distribute or prepare derivative works based upon the Licensed Products, or otherwise infringe IEEE's rights in the Licensed Products.

(b) Licensee shall use reasonable efforts to protect IEEE's rights in the Licensed Products and to prevent the unauthorized use or copying of the Licensed Products. As part of its obligations under this subparagraph, Licensee shall make reasonable efforts to provide notice to all Authorized Users of the Licensed Products of IEEE's copyright rights and the restrictions on the use of the Licensed Products set forth in Sections 4 and 5(a) of this Agreement.

(c) Licensee may use the trademarks, trade name or logos of the IEEE to advise its Authorized Users of Licensee's access to the Licensed Products. A copy of the IEEE guidelines using trademarks, trade name or logos can be found on the World Wide Web on the IEEE Copyrights page at <http://www.ieee.org/copyright/copyright.html>. Licensee shall not otherwise use any trademarks, trade name or logos of IEEE without IEEE's prior written approval.

(d) Licensee will fully cooperate with IEEE in any efforts undertaken to enforce its rights in any portion of the Licensed Products and to protect the Licensed Products from infringement by an Authorized User or others. IEEE shall have the sole right to settle any action initiated under this provision, and to keep any proceeds or awards derived from such action.

Deleted: IFL License Agmt-Internet Academic.doc

JULY 2001

Section 6. The Term of This Agreement.

(a) Unless terminated sooner in accordance with subparagraph (b) of this Section, this Agreement shall continue in effect for an initial term of 12 months (the "Initial Term") from the Service Date. The Agreement may be renewed for additional 12-month periods (the "Renewal Terms") upon payment by Licensee of the annual license fee within thirty days prior to the expiration of the Initial Term or any subsequent Renewal Term. Licensee acknowledges that the terms and conditions applicable to any Renewal Term may be modified by IEED at its discretion. IEED will provide Licensee with notice of any such modified terms at least sixty (60) days prior to any Renewal Term.

(b) Notwithstanding the terms of subparagraph (a), this Agreement may be terminated upon written notice as follows:

(i) Material Breach. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party notifies in writing the breaching party of such breach. In the event that IEED notifies Licensee of a material breach of Section 4(b)(v) of this Agreement, IEED reserves the right to suspend this Agreement and all online access to the Licensed Products, without refund of any monies to Licensee. The suspension shall remain in effect until the Licensee has cured the material breach. If no cure has been effected within thirty days of the notice of material breach, IEED will be entitled to terminate this Agreement.

(ii) Licensed Products Modifications. In the event that 25% or more of the current content of the Licensed Products are deleted or removed from access by IEED, and each party reasonably concludes that the Licensed Products are no longer useful to the Licensee and its Authorized Users, then Licensee may terminate this Agreement on thirty days written notice to IEED and receive a pro-rated refund of the then current annual Access Fee.

(iii) Insolvency. In the event that either party is unable to pay its liabilities when due, or makes an assignment for the benefit of creditors or initiates or is the subject of any bankruptcy proceeding, or any trustee or receiver is appointed for its business or property.

(iv) On Notice. At least thirty days prior to the expiration of the Initial Term or any successive Renewal Term and upon written notice to the other party, either party may terminate this Agreement effective at the end of the Initial Term or any successive Renewal Term.

(c) Licensee acknowledges IEED's claim that any breach or threatened breach of Sections 4 and 5 will result in irreparable harm to IEED, and that IEED shall have the right to seek immediate injunctive relief in the event of such actual or threatened breach, in addition to any other legal remedies that may be available to IEED, and without the need to post security or a bond.

Deleted: IEL License Agmt-Internet Academic.doc

JULY 2001

(d) Without prejudice to any other rights and remedies IEEE may have, upon termination of this Agreement, IEEE shall terminate all online access to the Database by Licensee and its Authorized Users, and Licensee shall immediately cease all use of the Database and the Licensed Products.

Section 7. Archive Provision.

Upon termination of this Agreement, Licensee may retain the right to use in archived form the content of the Database provided that Licensee (i) continues to adhere to its obligations with respect to security and restrictions on usage as stated herein and/or in the then current license agreement, (ii) pays all costs associated with providing the Database content to Licensee on a mutually agreeable media type; and (iii) continues to limit access to the content of the Database to Authorized Users at the Authorized Sites or via Remote Access. Licensee acknowledges that the terms and conditions applicable to Licensee's archiving rights under this paragraph including, but not limited to, the media type and annual fee or fee per year of archive material may be modified by IEEE at its discretion. THE LIMITED WARRANTIES AND LIMITATION OF LIABILITIES SET FORTH IN SECTIONS 10 AND 11 APPLY TO LICENSEE'S ARCHIVING RIGHTS AND; FURTHERMORE, IEEE HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PERFORMANCE AND COMPATIBILITY OF THE MEDIA ON LICENSEE'S SYSTEM.

Section 8. What We Represent and Warrant to Each Other.

IEEE and Licensee each represents and warrants to the other that:

- (a) It has the necessary power and authority to enter into this Agreement;
- (b) The execution and performance of this Agreement has been authorized by all necessary corporate or institutional action;
- (c) Entry into and performance of this Agreement will not conflict with any provisions of law or the certificate of incorporation or by-laws of the party, and will not conflict with any condition of any contract to which it is a party, and no action by any governmental organization is necessary to make this Agreement valid and binding upon the party in accordance with its terms; and
- (d) It possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement.

Section 9. Fees.

- (a) Licensee agrees to the payment terms set forth on Annex III.
- (b) Licensee shall be responsible for all costs associated with establishing access to and use of the Licensed Products:

Deleted: IEL License Agmt-Internet Academic.doc

JULY 2001

Section 10. Limited Warranty.

THE LICENSED PRODUCTS ARE LICENSED HEREIN ON AN "AS IS" BASIS. EXCEPT AS PROVIDED IN SECTION 8 HEREIN, IEEE MAKES NO WARRANTY TO LICENSEE, OR TO ANY AUTHORIZED USER OR THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF QUALITY, PERFORMANCE, COMPATABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IEEE FURTHER MAKES NO WARRANTIES RESPECTING THE PERFORMANCE AND AVAILABILITY OF THE DATABASE, OR ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB OR OTHER COMPUTER PROGRAM.

Section 11. Limitation of Liability.

(A) IN NO EVENT SHALL IEEE BE LIABLE TO LICENSEE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY, OR RESULTING FROM, ANY MALFUNCTION, DEFECT OR FAILURE OF THE LICENSED PRODUCTS OR ITS DELIVERY VIA THE INTERNET (INCLUDING, BUT NOT LIMITED TO, INTERRUPTIONS IN SERVICE FOR MAINTENANCE TO THE SERVER(S) USED BY IEEE OR A CHANGE IN SERVER(S) USED BY IEEE), INTENTIONAL OR UNINTENTIONAL BREACH OF CONTRACT, NEGLIGENCE, EITHER ACTIVE OR PASSIVE, OR ANY OTHER TORT BY IEEE ARISING FROM THIS AGREEMENT.

(B) IEEE UNDERTAKES NO RESPONSIBILITY FOR, AND DISCLAIMS ALL LIABILITY ARISING FROM, ANY INACCURACIES OR DEFECTS IN ANY SCRIPT SOFTWARE, COMMUNICATION LINES, THE INTERNET OR INTERNET SERVICE PROVIDER, LICENSEE'S COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE USED TO ACCESS THE LICENSED PRODUCTS, OR TO AUTHENTICATE THE USER AS AN AUTHORIZED USER EXCEPT AS EXPRESSLY PROVIDED HEREIN.

(C) IEEE IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE DATABASE, AND IEEE SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM LICENSEE'S OR ANY AUTHORIZED USER'S RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.

Section 12. General Terms of the Agreement.

(a) Notice. All notices, consents and other communications ("Notice") hereunder shall be made in writing, by mail to the receiving party's address set forth on the first page of this Agreement. All Notices shall be deemed to have been received by the receiving party five business days after such mailing.

Deleted: IEL License Agmt-Internet
Academic.doc

JULY 2001

(b) Assignment. Licensee may not assign this Agreement, or sublicense, assign or delegate any right or duty hereunder, by operation of law or otherwise, without the prior written consent of IEEE.

(c) Amendment. This Agreement may not be amended except in a writing executed by authorized representatives of each party.

(d) Survival. The rights and obligations in Sections 4, 5, 6(d), 7, 10, 11 and 12 shall survive the termination or expiration of this Agreement.

(e) Entire Agreement. This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supercedes all previous and contemporaneous verbal or written negotiations or agreements on the subject matter herein.

Deleted: IEL License Agmt-Internet Academic.doc

JULY 2001

ANNEX I
AUTHORIZED SITES

A. Physical address(es) of Authorized Site(s) of institution:

128.173.*.*	Blacksburg
192.101.20.*	Hampton Roads Graduate Center
195.176.186.65-77	Center for European Studies & Architecture
198.82.*.*	Blacksburg
206.105.198.105-149	Roanoke
208.17.194.64-217	Alexandria Research Institute
208.22.18.*	Northern Virginia Graduate Center
208.22.128-159.*	Extension - Statewide
208.22.251.*	Equine Medical Center
208.27.104.*	Northern Virginia Graduate Center
208.29.54.*	Northern Virginia Graduate Center
208.30.170.*	Washington-Alexandria Architecture Center

B. IP address(es) of Authorized Site(s) - if proxy server is used, skip part B and go to part C:

C. IEEE permits Licensee to make use of one or more proxy server(s) to provide access to the Database. Please complete the below information so IEEE can accurately monitor authentication and use of the Licensed Products.

1. Physical address of proxy server(s):

[To be completed by Licensee]

2. IP address(es) of proxy server(s):

Deleted: IEL License Agmt-Internet Academic.doc

JULY 2001

128.173.125.231 PROXY.LIB.VT.EDU
128.173.126.180 PROXY2.LIB.VT.EDU

3. Intended use(s) of proxy server(s) - check all that apply:

- Load balancing
- Provide Remote Access
- Other (please specify): _____

Deleted: IEL License Agmt-Internet Academic.doc

JULY 2001

ANNEX II
DESCRIPTION OF SERVICES

A. Delivery, Support.

1. IEEE will store the Database at one or more locations in digital form accessible by telecommunications links between such locations and Licensee's or Authorized Users' workstations.
2. IEEE shall provide support to Licensee and to Authorized Users at commercially reasonable levels during the term of the Agreement, as described below.
 - (a) IEEE will provide the following installation support:
 - Assistance with the implementation of the IEEE system
 - Guidance with configuring the printer application on varying platforms
 - Provision of general information and background materials
 - (b) IEEE will provide the following continuing support:
 - Troubleshooting individual problems
 - Regular system and project updates via newsletters and email
 - As practicable, maintenance of discussion groups via listserv and/or email
3. Customer service ("Customer Service") will be available from IEEE through Information Handling Services (the "Host Provider") or other designated representative, upon notice from IEEE. Customer Service will be available by email, telephone or fax during regular business hours, 6am to 6pm Mountain time, Monday through Friday for feedback, problem-solving or general questions, as follows:

Telephone:	(800) 447-3352 (USA/Canada)
	(303) 397-2295 (International)
Fax:	(303) 397-2599
TDD:	(303) 754-4032
Email:	custsvc@ihs.com

B. Access, Availability.

1. No more than fifteen (15) simultaneous Authorized User(s) shall be permitted use of the Licensed Products at any one time.

Deleted: IRL License Agmt-Internet Academic.doc

JULY 2001

2. IEEE reserves the right to retain third-party independent contractors, consultants, service providers and distributors (collectively, "Contractors"), to perform technology and distribution services for IEEE.
3. Access to the Licensed Products via the internet shall be provided by the Host Provider, which will provide technical support, customer service, server access, maintenance and related services with respect to the Licensed Products, as described in this Annex. IEEE reserves the right to engage the services of another Host Provider or to become the Host Provider at any time upon notice to Licensee.
4. Access to the Licensed Products shall be controlled by IEEE and/or Host Provider through the use of IP addresses and/or passwords at the discretion of Licensee. Licensee shall be responsible for issuing and terminating passwords to its Authorized Users, verifying the status of Authorized Users, providing lists of valid IP addresses to IEEE, and updating such lists as changes are made. Licensee shall cooperate with IEEE in the implementation of additional security procedures reasonably requested by IEEE as may be developed.
 - (a) Licensee represents and warrants that (a) the list of IP addresses provided to IEEE in accordance herewith is accurate and valid, and (b) Licensee shall exert reasonable efforts to maintain sufficient security with respect to such IP addresses and/or passwords such that no one other than an Authorized User is or will be able to access the Database.
 - (b) Licensee represents and warrants that it is not knowingly providing IP addresses to IEEE that pertain to any site other than an Authorized Site identified in Annex I to this Agreement.
 - (c) If Licensee opts to utilize a Blind Log-In Script, Licensee acknowledges the following:
 - (i) a Blind Log-In Script can only be placed on Licensee's secured internal password protected network and can only be accessed by Authorized Users.
 - (ii) a simultaneous user session is immediately occupied when an Authorized User accesses the Licensed Products.
 - (iii) if a simultaneous user session is interrupted or expires for any reason, the Authorized User must return to their internal page that contains the link to the Licensed Products to re-gain access to the Licensed Products; and
 - (iv) an Authorized User will not be able to gain access to links provided by CrossRef, a collaborative reference linking service, within an IEEE article.

For more information regarding Blind Log-In Script, please contact
custsvc@ihs.com.

Deleted: IEL License Agmt-Internet
Academic.doc

JULY 2001

5. The Database has been developed and is maintained with reasonable professional care. IEEE and Host Provider shall use commercially reasonable efforts to provide 24-hour-a-day, seven-day-a-week continuous availability of the Database online, subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of journals as they become available, and downtime related to equipment or services outside the control of IEEE including public or private telecommunications services or internet nodes or facilities. If, due to causes within its reasonable control, IEEE is unable to provide Licensee with access to the Licensed Products for a period exceeding twenty-four (24) consecutive hours, IEEE agrees to apply credit towards Licensee's subsequent Renewal Term for each twenty-four (24) consecutive hours of downtime, at no additional cost to Licensee.

C. Hardware Requirements.

1. Licensee is responsible for establishing and maintaining hardware and Internet access to provide access to, and to transmit information from the Database to Authorized Users. Licensee understands that Internet browser software is required to access the Database. Licensee understands that from time to time the Database may be added to or modified by IEEE, that portions of the Database may be presented in other formats, and that the terms herein may be updated. Set forth below are hardware platforms and browsing software required and/or recommended for accessing the Database:

Internet Requirements for MAC, Unix or Windows 95/98/NT:

- 28.8 KBPS modem (or above)
- Microsoft® Internet Explorer 4.x (or above) or Netscape® Navigator 4.x (or above)
- Connection to an Internet Service Provider (ISP)
- Adobe® Acrobat Reader 3.02 installed (or above)
- Direct parallel or LAN-attached printer with 300 dpi resolution
- Windows compatible mouse.

JULY 2001

ANNEX III
PAYMENT BY LICENSEE

All payments should be sent to the following address:

IEEE Customer Service
 445 Hoes Lane
 P.O. Box 1331
 Piscataway, NJ 08855-1331
 USA
 Phone: +1 800 701 4333 USA and Canada
 +1 732 981 0060 Worldwide
 Fax: +1 732 981 9667
 E-mail: onlineproducts@ieee.org

Deleted: The Access Fee shall be \$91,995.00 USD (plus all applicable taxes, custom charges, insurance, shipping and/or other fees), and shall be due no later than sixty (60) days following the Service Date. The Access Fee listed above reflects payment for services for a period of one (1) year from the Service Date, unless otherwise stated.

Any payments made more than sixty (60) days after they are due and payable shall be subject to a ten percent (10%) annual interest charge.

Deleted: Information Handling Services
 15 Inverness Way East
 Englewood, CO 80112-5776
 Ref: IEEE Services

Deleted: IEL License Agmt-Internet Academic.doc