AGREEMENT BETWEEN THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
AND __________________

and its subsidiaries and/or affiliates, as the case may be, (hereinafter collectively referred to as DISTRIBUTOR) and the National Institute of Standards and Technology (NIST) have reached the following understanding to distribute portions of NIST Standard Reference Database 23 – NIST Reference Fluid Thermodynamic and Transport Properties: REFPROP – Version 9.1

1. The database will be supplied in the form of files supplied by NIST. Copyright protection on this compilation of data has been secured by the U.S. Department of Commerce in the United States and in other countries that are parties to the Universal Copyright Convention, pursuant to Section 290(e) of Title 15 of the United States Code. NIST Standard Reference Data (SRD); © Copyright ©2013 by the U.S. Secretary of Commerce on behalf of the United States of America. All rights reserved.

2. DISTRIBUTOR wishes to use the REFPROP DLL (hereinafter referring to the DLL distributed directly by NIST or to any other part of a compiled object generated by incorporating the REFPROP source code) and related files containing fluid and mixture coefficients as supplied by NIST in Version 9.1 as integral parts of its own programs for distribution to their clients, vendors, and contractors (hereinafter called CUSTOMERS). NIST technical support is not provided to DISTRIBUTOR’s CUSTOMERS. The DISTRIBUTOR may only distribute the DLL, fluid, and mixture files. The DISTRIBUTOR may not use the Library except for its own internal product development, sales training, CUSTOMER demonstration, and/or preparation for distribution to a CUSTOMER. In the event that DISTRIBUTOR wishes to add additional data or algorithms not currently contained in NIST23 Version 9.1, NIST may perform such work on a cost-recovery basis.

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Based on the minimum of 1000 copies, there will be an upfront payment of $2,500.00.

Pricing schedule beyond initial 1000 copies, reported on June 30 each year:
1.0% ($2.50 each) of the current list price ($250.00) for the DLL, source code, and REFPROP fluid files of NIST Standard Reference Database 23 – REFPROP Version 9.1 for each copy up to 2000 copies.

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11. This Agreement contains the entire agreement and understanding between the parties and supersedes all prior discussions and writings. No modification of this agreement shall be effective unless made in writing and signed by both parties.
IN WITNESS THEREOF, the parties hereto have affixed their signatures below:

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
U.S. Department of Commerce

By: ____________________________
Date: ____________________________

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DISTRIBUTOR: ____________________________

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Date: ____________________________

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