



ASCE ONLINE JOURNAL INSTITUTIONAL MULTI-SITE LICENSE AGREEMENT

This Agreement is entered into as of the ____ day of _____, by and between:

The **American Society of Civil Engineers** (“ASCE”), with offices at 1801 Alexander Bell Drive, Reston, Virginia 20191 USA, acting on its own behalf as publishers of the ASCE Online Journals listed below;

And

Subscribing Institution _____
 (“the Subscriber”), representing each of the facilities (“the Sites”) listed in Appendix B.

Address _____

Subscriber Account no. (if known) _____
You may obtain your account number online at ONLINEJLS@asce.org, or call the ASCE Order Fulfillment Department at 703-295-6210.

If subscribing through an agency, please give name of agency _____

Contact person responsible for administration of online journals:

Name _____

Address _____

Telephone _____

Fax _____

E-mail _____

(Please print clearly. Notification that your online access is active will be sent by e-mail to this address. Please send notice of any changes to this e-mail address to ONLINEJLS@asce.org.)

WHEREAS, ASCE and the Subscriber agree that it is desirable to allow Authorized Users, as defined below, at each of the Subscriber’s Sites worldwide to have access to the online versions of the Publishers’ titles irrespective of Site location or of the separate journal subscriptions held by the individual Sites,

THEREFORE, the parties agree as follows:

1. SCOPE AND COVERAGE

The term “Online Journals” refers to the electronic versions of those listed journals to which the Subscriber maintains a valid online Subscription. This is subject to confirmation by ASCE and amendment due to future Subscription purchases or cancellations. Please indicate your current journal subscriptions on the lines below. The span of articles currently available online is indicated. The ASCE Online Journals includes the Online Journals and any additional features that ASCE may choose to provide, including but not limited to online document delivery services; any restrictions on use apply to all online materials accessed under this Agreement.

CURRENT JOURNAL SUBSCRIPTIONS HELD BY YOUR INSTITUTION

- Check here if you have an “ALLS” Subscription or check your individual Journals:
- Journal of Aerospace Engineering
- Journal of Architectural Engineering
- Journal of Bridge Engineering
- Journal of Cold Regions Engineering
- Journal of Composites for Construction
- Journal of Computing in Civil Engineering
- Journal of Construction Engineering and Management
- Journal of Energy Engineering
- Journal of Engineering Mechanics
- Journal of Environmental Engineering
- Journal of Geotechnical and Geoenvironmental Engineering
- Journal of Hazardous, Toxic, and Radioactive Waste
- Journal of Hydraulic Engineering
- Journal of Hydrologic Engineering
- Journal of Infrastructure Engineering
- Journal of Irrigation and Drainage Engineering
- Journal of Legal Affairs and Dispute Resolution in Engineering and Construction
- Journal of Management in Engineering
- Journal of Materials in Civil Engineering
- Journal of Nanomechanics and Micromechanics
- Leadership and Management in Engineering
- Natural Hazards Review
- Journal of Performance of Constructed Facilities
- Journal of Pipeline Systems Engineering & Pract.
- Practice Periodical on Structural Design and Construction
- Journal of Professional Issues in Engineering Education and Practice
- Journal of Structural Engineering
- Journal of Surveying Engineering
- Journal of Transportation Engineering
- Journal of Urban Planning and Development
- Journal of Water Resources Planning and Mgmt.
- Journal of Waterway, Port, Coastal, and Ocean Engineering
- International Journal of Geomechanics
- **ASCE Online Proceedings**

All Journals available from January 1983 to Present.

2. AUTHORIZED USERS

ASCE grants to the Subscriber and its Authorized Users online access to titles listed in Section 1. This grant extends only to the Subscriber and to Authorized Users at its Sites and may not be transferred or extended to others. For purposes of this Agreement, “Authorized Users” means only the employees, faculty, staff, and students officially affiliated with the Subscriber at the authorized Sites, and other individuals whom the Subscriber warrants have contractual access to the library’s collections and facilities on-site, using an IP address within the ranges identified in Appendix A.

The Subscriber will exercise reasonable vigilance and shall be responsible for all access control and security measures necessary to ensure that the Sites’ IP addresses are not used to access the Online Journals by anyone other than Authorized Users. The Subscriber warrants and represents that common and reasonable methods will be used to inform Authorized Users of general terms and conditions for the use of the licensed material that are consistent with this Agreement. Furthermore, the Subscriber will make every attempt to enforce the terms of this Agreement upon receiving information from ASCE or any other source that reasonably indicates that one or more Authorized Users is in violation of the terms of this Agreement.

3. IP ADDRESSES

Authorized Users will be recognized and authorized by their Internet address. IP addresses and/or address ranges for the Subscriber Sites are indicated in Appendix A. Appendix A must include the name and e-mail address of a Subscriber

employee who will be the primary network contact for ASCE. The Subscriber may submit the IP addresses of additional sites throughout the license period for ASCE’s approval, subject to the terms of section 7(a)(3).

4. PERMITTED USE

- a) Authorized Users are permitted online access to the Online Journals listed in Section 1 and may download, save, or print text, search results, or other information from the Online Journals solely for their private use or research. The Sites and Authorized Users may only use this online access in a way that conforms with all applicable laws and regulations.
- b) ASCE grants Authorized Users permission to use brief quotations from the content of the online journals with the customary acknowledgment of the source, and to copy and transmit content from individual articles in “person-to-person” and non-systematic exchanges of information between Authorized Users and specific individuals.
- c) The Subscriber may supply a copy of an article (i.e. Interlibrary Loan) to a non-subscriber or non-subscribing institution only under the following conditions: ASCE-prepared electronic article files may not be transmitted in their original digital form to any other institution or to a non-Authorized user. A hard copy printed from the electronic files of the journal(s) may be supplied to another institution by mail or fax or secure transmission using Ariel or its

equivalent, whereby the electronic file is deleted immediately after printing, provided the institution is not-for-profit and within the same country as the Subscriber. The supply of such copies must conform to CONTU guidelines or similar restrictions to 'fair use' provisions under copyright law.

- d) Faculty at the Subscriber's institution may include articles from the Licensed Material in anthologies (coursepacks) in print or digital form for distribution to Authorized Users for their use in connections with classroom instruction or in reserves (print or digital) set up by the subscribing institution for access by Authorized Users in connection with specific courses. Copies of items in digital form which are included in online coursepacks or reserves will be deleted by the Subscriber after the end of the semester in which the related course concludes.
- e) The Subscriber agrees that use by Authorized Users other than indicated above is a violation of the terms of this Agreement. Any other use of the licensed material requires the written permission of the copyright holder.

5. PROHIBITIONS ON CERTAIN USE

- a) Altering, recompiling, systematic or programmatic copying, reselling, redistributing, publishing or republishing (beyond the brief quotations permitted under Section 4) of any journal text, output, search result, or other information from the Online Journals, or any portion thereof, including without limitation, copyright, proprietary and/or other legal notices contained therein, in any form or medium is prohibited.
- b) Systematic or programmatic downloading (for example, downloading entire journal issues), service bureau redistribution services, printing for fee-for-service purposes and/or the systematic making of print or electronic copies of individual titles for transmission to persons other than Authorized Users are prohibited. Downloading portions of the Online Journals for the purpose of creating systematic and persistent local copies (not including transient, dynamic caches of individually requested material) for redistribution is prohibited.
- c) All rights not expressly granted herein are reserved to ASCE. The Sites and Authorized Users may not circumvent ASCE's access control systems or use ASCE's systems or services to make any attempt to gain unauthorized access to any other system or network.

- d) ASCE shall not be required to distribute, and Sites shall not redistribute any Online Journal to a country to which export is prohibited by U.S. law or regulation.

6. DURATION OF LICENSE

This License will become effective on receipt by ASCE of the License signed by an authorized agent of the Subscriber, and, subject to the terms and conditions of this License, will remain in effect while the Subscriber maintains a current paid print or online subscription to the Online Journal(s). This License will terminate:

- a) Subject to (b.) and (c.) below, if the print or online subscription lapses (termination is effective at the end of the paid subscription period).
- b) Following thirty (30) days' prior written notice that any term or condition of this License is violated for any reason, knowingly or unknowingly, provided that violation is not remedied with all reasonable haste upon notification. The foregoing notwithstanding, ASCE reserves the right to suspend access to the service immediately upon detecting a breach of this License. ASCE will use reasonable effort to notify the Subscriber as soon as possible, usually within three (3) days of any such suspension of service, by sending e-mail to the address you supplied in Section 1.
- c) Following thirty (30) days' prior written notice by ASCE of any change in the terms of this License, receipt by ASCE of notice from the Subscriber in writing, or by e-mail or by fax that the Subscriber does not accept such change or changes. (In the absence of any such objection by Subscriber, ASCE's new terms shall apply.) This License shall renew automatically for the term of any Print or Online Subscription upon receipt by ASCE of payment for that subscription.

7. FEES AND PAYMENT

- a) The Subscriber agrees to pay a Worldwide Access Fee. The fee is payable upon receipt of an invoice from ASCE. The Worldwide Access Fee and the journal subscription payments are subject to ASCE's annual price increase for the journals listed in Section 1. Only the following adjustments may be made to the journal subscription payments or to the Worldwide Access Fee:
 - 1. The print copy of any journal received by a given Site may be discontinued at any time. Requests for cancellation made after an order has been

processed and service has begun are subject to a service charge. A credit or refund will be given on the unserved portion of the subscription.

2. A print copy of any journal may be added by a given Site at any time for the prevailing rate for that particular journal. Journal subscriptions are entered on a calendar-year basis. Service begins upon receiving a paid order. Back issues for the current year will be sent on late subscriptions.
 3. The Subscriber may submit the IP addresses of additional sites throughout the license period for ASCE approval, such approval not to be unreasonably withheld. ASCE may take account of any current or prior subscriptions to the Online Journals at such sites and adjust the Worldwide Access Fee accordingly. All adjustments to the list of sites or IP addresses and to the Worldwide Access Fee are to be mutually agreed by ASCE and the Subscriber.
 4. A new title, not initially included in the licensed materials listed in Section 1 may be added to this Agreement at any time, at the prevailing rate for that journal.
 5. If any journal in Section 1 ceases publication or is withdrawn by ASCE from the Online Journals, or if ASCE is otherwise unable to provide continued access to any title during the term of this Agreement, the Institution's annual subscription payments and/or associated Worldwide Access Fee may be adjusted by agreement between ASCE and the Subscriber.
 6. If this Agreement is terminated during the subscription period under the terms of section 6(c), ASCE will provide to the Subscriber a prorated rebate of the Worldwide Access Fee.
- b) The Subscriber agrees that, with the exceptions listed above, there will be no other reductions or adjustments in the Worldwide Access Fee for the duration of this Agreement.

8. COPYRIGHT

The Online Journals and their content, including abstracts, are copyrighted by ASCE. The Online Journals are subject to all applicable copyright, database protection and other rights of ASCE under the laws of the United States and other countries. Copyright notices in the Online Journals may not be removed, obscured, or modified in any way. Unauthorized copying or redistribution of any ASCE Journal content is a violation of copyright laws.

9. FAILURE OF PERFORMANCE

From the effective date of this Agreement, the Subscriber and Authorized Users are entitled to attempt online access to Online Journals at any time. ASCE endeavors to provide service through its Online Journals 24 hours a day, 365 days a year. ASCE will announce to subscribers any planned delay, transmission error necessary for service upgrades, and will always seek to minimize the length and effect of such downtime. ASCE, however, will not be liable for any delay, transmission error, software or equipment incompatibilities, force majeure or other failure of performance. ASCE will use all commercially reasonable efforts to correct any material performance problem brought to its attention as quickly as possible and may suspend performance pending such correction.

10. ARCHIVAL RIGHTS OF SUBSCRIBERS

ASCE will use reasonable efforts to retain in an archive all electronic information that they publish. Subscribers have the option to purchase for a minimal fee, published annually, an archive copy, delivered via CD-ROM, of the content in the licensed material, published during the term for which a paid subscription was maintained. The Subscriber is permitted to copy that content to the institution's information systems and redistribute that content to Authorized Users. Any hardware or software required to distribute content from the archive copy will be the responsibility of the Subscriber. The definitions of Authorized Users and allowed and prohibited uses as provided in this Agreement shall otherwise apply to the use of the archive copy. Upon the cessation of a subscription for whatever reason, no additional service is provided.

11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

ASCE warrants that it is entitled to grant the licenses granted in this Agreement, and is authorized to execute this Agreement on behalf of the publishing customers indicated in Appendix B. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, ASCE MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ONLINE JOURNALS, INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ASCE SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION OR

LICENSES GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY ASCE ONLINE JOURNAL, ASCE'S PERFORMANCE UNDER THIS AGREEMENT, TERMINATION OF THIS AGREEMENT BY ASCE OR THE LOSS OF DATA, BUSINESS OR GOODWILL, EVEN IF ASCE IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF ASCE FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE SUBSCRIBER TO ASCE FOR THE ONLINE JOURNAL SUBSCRIPTION FOR THE CURRENT SUBSCRIPTION YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DUE TO NEGLIGENCE. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against ASCE unless suit is filed thereon within one (1) year after the event giving rise to the claim.

The Subscriber assumes sole responsibility for all use of the Online Journals by the Sites and by each Authorized User. In the event of a breach of this Agreement by the Sites or Authorized Users, the Subscriber agrees to indemnify and hold ASCE harmless from and against any and all claims, liabilities, damages, expenses (including attorneys' fees and

experts' costs, penalties and fees, if any, for the enforcement of this Agreement and otherwise for ASCE's defense of indemnified claims), losses and threatened losses arising from, or in connection with, that breach, including without limitation, claims of unauthorized use.

12. GENERAL

This Agreement constitutes the entire agreement between the parties and supersedes any prior communication or agreement between the parties with respect to the subject matter hereof. The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement. Subject to termination under Section 6, this Agreement may be amended only by consent (via mail, email, or fax) of both parties. The Subscriber may not make any changes to this Agreement without written consent of ASCE.

The Subscriber must pay any taxes (including but not limited to any applicable Value Added Taxes, Sales Taxes, and Import Taxes) other than taxes on ASCE's net income, arising out of the Sites' use of Online Journals and/or the rights granted under this Agreement.

The Subscriber may not assign or transfer its rights under this Agreement. The provisions of Sections 2, 4, 5, 8, 9, 10, 11 and 12 hereof shall survive any expiration or termination of this Agreement.

I have read and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this Agreement on behalf of the Subscriber.

For the Subscriber

Name: _____ Title: _____

Signature: _____ Date: _____

ASCE Account Number (if known): _____

You may obtain your current account number online at ONLINEJLS@asce.org, or call the ASCE Order Fulfillment Department at 703-295-6210

For the Publisher

Name: _____ Title: _____

Signature: _____ Date: _____

Please mail the completed and signed Agreement to:

American Society of Civil Engineers
Publications Marketing Department
1801 Alexander Bell Drive
Reston, VA 20191
USA

Telephone: 1-800-548-2723 or 1-703-295-6300
Fax: 1-703-295-6211

For ASCE use only:

Agreement no. _____ Customer I.D. no. _____ Date: _____

**APPENDIX A
INSTITUTIONAL IP ADDRESSES/RANGES**

ASCE has enabled IP-address-based access control for institutional subscribers. Each computer that accesses the Internet is assigned an IP address, commonly represented as four number groups separated by dots (e.g., 192.58.150.10). All computers on a local area network, or subnet, may have the first two or three number groups in common. Access to ASCE journal(s) from your institution's Authorized Sites will be provided based on the IP addresses and/or ranges you provide. (It is recommended that you consult with your network administrator to determine your IP addresses, subnets, and other critical information about your institution's network configuration.) IP addresses for locations other than the Authorized Sites will not be accepted under this License.

ASCE will accept up to ten IP addresses and/or ranges (Class B, Class C, and single station) via this form (attach additional sheets as necessary). Note that Class B requests will be subject to additional review by ASCE Technical Staff. Please contact the OJPS Customer Service Office (see above) if you need to register a proxy or caching server, or if you have any additional questions. You may also consult the ASCE Web site (<http://www.ASCE.org/ojs/register.html>) for additional information on registering for online access.

All information provided regarding your IP addresses will be verified by ASCE, and your network contact (which must be provided below) will be contacted if additional clarification is necessary.

Please type your IP addresses/ranges in the following formats [please contact the OJPS Customer Service Office (see above) if you require assistance]:

Class B Network: Enter the first two (network) numbers and use asterisks for the host addresses, i.e., 128.58.*.*

Class C Network: Type the first three (network) numbers and an asterisk for the host addresses, i.e., 192.58.150.* (ranges are acceptable; type 192.58.150.* - 192.58.152.* to indicate Class C ranges)

Single Station(s): Type all four numbers, i.e., 192.40.158.10 (ranges are acceptable; type 192.58.150.10 - 192.58.150.30 to indicate ranges of single stations)

IP Addresses and/or Ranges:

Please enter your fully qualified domain name [the one registered with the Internet Corporation for Assigned Names and Numbers (ICANN)]:

Please provide the following required network contact information:

Name: _____

Telephone: _____ FAX: _____ E-mail Address: _____

- Please check here if additional IP addresses are listed on attached sheet(s).

PLEASE PRINT CLEARLY

**APPENDIX B
FACILITIES/SITES**

<u>No.</u>	<u>Site Name</u>	<u>Address</u>	<u># of Users</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

ف Please check here if additional Facilities/Sites are listed on attached sheet(s).