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And

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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:

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- Journal of Management in Engineering
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- Leadership and Management in Engineering
- Natural Hazards Review
- Journal of Performance of Constructed Facilities
- Practice Periodical of Hazardous, Toxic, and Radioactive Waste Management
- 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

All Journals available from January 1983 to Present

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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.

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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

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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

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Signature: _____ Date: _____

ASCE Account Number (if known): _____

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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
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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).