



ASCE ONLINE JOURNAL PUBLISHING SERVICE INSTITUTIONAL SINGLE-SITE USER LICENSE

1. **BY SIGNING THIS LICENSE (“LICENSE”)**, the institution identified below (“Subscriber” or “you”) agrees to the terms and conditions set forth in this License. In turn, the American Society of Civil Engineers (“ASCE”) grants the Subscriber and Authorized Users at the Subscriber’s Authorized Site the right to access online versions of the below-indicated journals subject to these same terms and conditions. **PLEASE PRINT CLEARLY.**

Subscribing Institution _____

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.)

The “Online Journals” are 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. Access rights for a given subscription may be limited to only a subset of the total publication years available online. Please indicate your current journal subscriptions by marking the appropriate boxes below. 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 License.

CURRENT JOURNAL SUBSCRIPTIONS HELD BY YOUR INSTITUTION

- | | |
|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Check here if you have an “ALL Journals” Subscription or check your individual Journals: <input type="checkbox"/> International Journal of Geomechanics <input type="checkbox"/> Journal of Aerospace Engineering <input type="checkbox"/> Journal of Architectural Engineering <input type="checkbox"/> Journal of Bridge Engineering <input type="checkbox"/> Journal of Cold Regions Engineering <input type="checkbox"/> Journal of Composites for Construction <input type="checkbox"/> Journal of Computing in Civil Engineering <input type="checkbox"/> Journal of Construction Engineering and Mgt. <input type="checkbox"/> Journal of Energy Engineering <input type="checkbox"/> Journal of Engineering Mechanics <input type="checkbox"/> Journal of Environmental Engineering <input type="checkbox"/> Journal of Geotechnical and Geoenvironmental Eng. <input type="checkbox"/> Journal of Hydraulic Engineering <input type="checkbox"/> Journal of Hydrologic Engineering <input type="checkbox"/> Journal of Infrastructure Engineering <input type="checkbox"/> Journal of Irrigation and Drainage Engineering <input type="checkbox"/> Journal of Legal Affairs and Dispute Resolution in Engineering and Construction | <ul style="list-style-type: none"> <input type="checkbox"/> Journal of Management in Engineering <input type="checkbox"/> Journal of Materials in Civil Engineering <input type="checkbox"/> Journal of Performance of Constructed Facilities <input type="checkbox"/> Journal of Professional Issues in Engineering Education and Practice <input type="checkbox"/> Journal of Structural Engineering <input type="checkbox"/> Journal of Surveying Engineering <input type="checkbox"/> Journal of Transportation Engineering <input type="checkbox"/> Journal of Urban Planning and Development <input type="checkbox"/> Journal of Water Resources Planning and Mgmt. <input type="checkbox"/> Journal of Waterway, Port, Coastal, and Ocean Eng. <input type="checkbox"/> Leadership and Management in Engineering <input type="checkbox"/> Natural Hazards Review <input type="checkbox"/> Practice Periodical of Hazardous, Toxic, and Radioactive Waste Management <input type="checkbox"/> Practice Periodical on Structural Design and Construction <input type="checkbox"/> ASCE Online Proceedings |
|--|--|

Backfile: Journals available from January 1983 to present;
Proceedings available from 2001 to present.

TERMS and CONDITIONS

2. Authorized Site and Users

ASCE grants to the Subscriber and Authorized Users at the Subscriber's Authorized Site online access to the Online Journals for which the Subscriber maintains a current subscription to online version thereof. This grant extends only to the Subscriber and such Authorized Users individually and may not be transferred to, or extended to, others. For purposes of this License, an "Authorized Site" is a localized site (one geographical location) that is under a single administration. For an organization with locations in more than one city, each city is considered to be a different site. For an organization that has multiple locations in the same city that are administered independently, each location is considered to be a different site. No access from remote campuses or remote sites and no consortia or other forms of subscription sharing are allowed under this License. **(If you are seeking online access for multiple sites, please contact the ASCE Publications Marketing Department at marketing@asce.org or phone 1-703-295-6300.)**

"Authorized Users" means only the employees, faculty, staff, and students officially affiliated with the Subscriber at the Authorized Site, and persons with legal access to the library's collections and facilities at the Authorized Site, using an IP address within the range identified in the Appendix (page 5). Authorized Users may be persons remote from the Subscriber's physical location whose access is administered from the Authorized Site, but not persons at remote sites or campuses with separate administrations. For example, an employee of the Subscriber may be considered to be an Authorized User when accessing the Subscriber's network from home or while traveling to another city; however, employees of a branch campus or facility in another city are not considered to be Authorized Users.

The Subscriber will exercise reasonable vigilance and shall be responsible for all access control and security measures necessary to ensure that the Subscriber's IP addresses are not used to access the Online Journals by 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 online information products that are consistent with this License. Furthermore, the Subscriber will make every attempt to enforce the terms of this License 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 License.

3. IP Addresses

Authorized Users will be recognized and authorized by their Internet address. IP addresses and/or address ranges for the Subscribing Institution are indicated in the Appendix.

4. Permitted Use

The Subscriber and Authorized Users are permitted online access to the Online Journals indicated in Section 1, and may download, save, or print text, search results, or other information from the Online Journals solely for the private use or research of the Subscriber and the Authorized Users. The Subscriber and Authorized Users may only use this online access in a way that conforms with all applicable laws and regulations.

ASCE grants the Subscriber and Authorized Users permission for brief quotations from the content of Online Journal articles with the customary acknowledgment of the source, and to copy and transmit content from individual Online Journal articles in "person-to-person" and non-systematic scholarly exchanges of information between Authorized Users and specific individuals.

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.

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.

The Subscriber specifically agrees that use by the Subscriber or Authorized Users other than indicated above is a violation of the terms of this License.

5. Prohibitions on Certain Uses

The Subscriber shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials. Altering, recompiling, reselling, publishing or republishing (beyond the brief quotations permitted under Section 4) of any journal text, output, search results, 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.

Systematic or programmatic downloading, printing, transmitting, or copying of the Licensed Materials is prohibited. "Systematic or Programmatic" means downloading, printing, transmitting, or copying activity of which the intent or the effect is to capture, reproduce, or transfer the entire output of a journal volume, a journal issue, or a journal topical section, or sequential or cumulative search results, or collection of abstracts, articles, or tables of contents. Other such systematic or programmatic use of the Licensed Material that interferes with the access of Authorized Users or that may affect the performance of the ASCE Online Journals System, for example, the use of "robots" to index content, or downloading or attempting to download large amounts of material in a short period of time, is prohibited. Redistribution of the Licensed Material, except as permitted in Section 4, without permission by ASCE and/or payment of royalty to ASCE or to the appropriate Reproduction Rights Organization, is prohibited.

All rights not expressly granted herein are reserved to ASCE. The Subscriber 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.

ASCE shall not be required to distribute, and Subscriber shall not redistribute any Online Journal included therein to a country where the export thereof 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. 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.

8. Failure of Performance

Following online access approval, the Subscriber and Authorized Users will be permitted to attempt online access to the Online Journals at any time. ASCE, however, will not be liable for any delay, downtime, transmission error, software or equipment

incompatibilities, force majeure or other failure of performance. ASCE will use commercially reasonable efforts to correct any material performance problem brought to its attention and may suspend performance pending such corrections.

9. Official Version of Record

ASCE will use commercially reasonable efforts to ensure that the online versions of the journals correspond in content with the print versions, but ASCE does not guarantee that they do. In the event of any discrepancy between the print and online versions, the print version will be the official version of record.

10. Usage Rights of Lapsed Subscribers

ASCE will use reasonable efforts to retain in an archive all electronic information published by the American Society of Civil Engineers. The Subscriber will be given the option to purchase a physical archive copy, for example a CD-ROM, of the content in the Online Journals, published during the term for which a paid subscription was maintained. The Subscriber will be permitted to copy that content from the physical archive copy to the institution's information systems and redistribute that content to Authorized Users within the Authorized Site. Any hardware or software required to distribute content from the archive copy will be the responsibility of the Subscriber. The definitions of Authorized Site, Authorized Users, and allowed and prohibited uses as provided in this License shall otherwise apply to the use of the archive copy. Upon lapse of subscription, no additional service is provided. Lost or damaged physical archive copies will be replaced with copies in the then-current format for a reasonable fee; otherwise, back issue physical copies in the then-current format will be made available at the then-current pricing schedule.

11. Disclaimer of Warranties; Limitation of Liability; Indemnification

ASCE warrants that it is entitled to grant the licenses granted in this License. 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 LICENSE, TERMINATION OF THIS LICENSE 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 LICENSE EXCEED THE TOTAL AMOUNT PAID BY THE SUBSCRIBER TO ASCE FOR THE ONLINE JOURNAL SUBSCRIPTION, BUT NOT LESS THAN TWENTY-FIVE DOLLARS (\$25.00), 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 Subscriber and by each Authorized User. In the event of a breach of this License by the Subscriber 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 License 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 License constitutes the entire agreement between the parties and supersedes any prior communication between the parties with respect to the subject matter hereof. The headings used in this License are for convenience only and are not to be considered in construing the terms of this License. Subject to termination under Section 6, this License may be amended only by consent (via mail, email, or fax) of both parties. If ASCE sends notice to the Subscriber of changes in the terms of this License, lack of response by the Subscriber within a thirty (30) day period will be taken as acceptance of the new terms. Subscriber may not make any changes to this License without written consent by 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 Subscriber's use of the Online Journals and/or the rights granted under this License.

The Subscriber may not assign or transfer its rights under this License. The provisions of Sections 2, 4, 5, 7, 9, 10, 11, and 12 hereof shall survive any expiration or termination of this License.

This License will be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, applicable to contracts entered into and fully performed in the Commonwealth of Virginia. An action arising out of, or relating to, this License or any of the Online Journals shall be brought in courts situated in Fairfax County, Virginia and the parties consent to the jurisdiction of such courts.

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 License on behalf of the Subscribing Institution identified in Section 1 above.

Name: _____ Title: _____

Signature: _____ Date: _____

Please mail the completed and signed License to:

American Society of Civil Engineers
Order Fulfillment Department
1801 Alexander Bell Drive
Reston, VA 20191
Telephone: 1-800-548-2723, 1-703-295-6300

For ASCE use only:

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

**APPENDIX
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 Site 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 Site will not be accepted under this License; if you are seeking online access for multiple sites, please contact the **Scitation Customer Service at help@scitation.org or phone 1-800-874-6383.**

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