# WIT Press Online Journal Institutional Site Licence Agreement

# Registration Form for Electronic Editions of Journals Published by WIT Press

Please return a completed copy of this registration form along with the licence to:

Lorraine Carter,

WIT Press, Ashurst Lodge, Ashurst, Southampton, SO40 7AA, UK

Tel: (0) 238 029 3223 Fax: (0) 238 029 2853 E-mail: lcarter@witpress.com

1.	NEW	JOURNAL	REGISTRATIO	N

Please indicate the titles to which you subscribe that you want to be covered by this registration form.		
Journal Title	subscription ID number, if any	
International Journal of Computational Methods and Experimental Measurements		
International Journal of Energy Production and Management		
International Journal of Transport Development and Integration		
International Journal of Environmental Impacts		
2. LIBRARY INFORMATION		
Please provide the name and address of the library or other organization that has paid for this electron copy of the journal is mailed.	nic access. In most cases, this should be the address to	which the paper
This information will be used to match this registration form with the correct subscription payment. It the name of the agent.	f your subscription is paid through a subscription ager	ncy, please provide
Library Name:		
Library Mailing Address:		
City / State:		

Zip / Postal Code:

Subscription Agency: (if applicable)

Country:

# LIBRARY CONTACT INFORMATION Ms./Mrs./Mr./Dr. Name: Title: Additional locations: Institution (1): Street Address: City / State: Zip / Postal Code: Country: Institution (2): Street Address: City / State: Zip / Postal Code: Country: NETWORK INFORMATION Network addresses may be provided as a list or as a range of addresses; e.g., "128.135.\*.\*" or "128.135.1-20.\*". You may register as many IP addresses as necessary to describe the network in use at the site identified above. Please be certain that the IP addresses submitted are in use only at the registering site. If it is more convenient, you may attach a separate page with this information. Domain Name: IP Addresses: E-mail: Telephone:

Fax:

5.	SITE INFORMATION (check and complete appropriate section)		
	□ Single-site licence		
	s license grants access for an institution at one geographical location. Please provide the name and address of the institution covered by this license are case of a university library, this would be the name of the university and location of its campus, not the name of the library.		
Inst	itution:		
Stre	et Address:		
City	r / State:		
Zip	/ Postal Code:		
Cou	intry:		
	☐ Multi-site licence		
lice	s license grants access for an institution at multiple geographical locations. Please provide the name and address of the institution covered by this use. In the case of a university library, this would be the name of the university and the location of its main office, not the name of the library. Use also list each additional site for which access is desired. For convenience, you may attach a separate page with this information.		
Inst	itution (main location):		
Stre	et Address:		
City	y / State:		
Zip	/ Postal Code		
Cou	intry:		

# Licence Agreement WITPress

# **Online Journal Institutional Licence Agreement**

#### 1. Key Definitions

In this Agreement, the following terms shall have the following meanings:

- 1.1 "Authorised Users" means full and part-time employees, staff, independent contractors and students officially affiliated with the Licensee at the Location and persons with legal access to the library using valid Internet Protocol ("IP") address(es) provided by the Licensee to Licensor.
- 1.2 "Commercial Use" means use of the Licensed Material for the purposes of monetary reward (whether by or for the Licensee or Authorised User) by the means of sale, resale, loan, transfer, hire or other form of exploitation.
- 1.3 "Fee" means the subscription fee payable by the Licensee for the Licensed Materials as set out in the WITPress product catalog.
- 1.4 "Licence" means the Licence set out in Clause 2 below.
- 1.5 "Licensee" means the individual or Site organisation, who purchases this Licence, (either directly or via an agent).
- 1.6 "Licensed Materials" means the electronic version of the Licensor's journal(s), which the Licensee subscribes to.
- 1.7 "Licensor" means eWITPress Limited.
- 1.8 "Location" means a localised site (one geographic location) that is under a single administration and may be academic or non-academic, other than when remote access has been granted by the Licensor for Authorised Users, by secure means of authentication in accordance with clause 2.1. For organisations located in more than one city, each city is considered to be a different location. For organisations which have multiple locations in the same city administered independently, each site is considered to be a different Location.
- 1.9 "Secure Network" means a network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised Users approved by the Licensee whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.
- 1.10 "Site" means the electronic site on which the Licensed Materials will be displayed.
- 1.11 "Start Date" means the date upon which the Licensed Materials are first made available to the Licensee.
- 1.12 "Term" means one year from the Start Date, unless terminated earlier under Clause 6.
- 1.13 "Website" means www.witpress.com

### 2. The Licence

- 2.1 In consideration of receipt of the Fee, Licensor grants the Licensee a non-exclusive, non-transferable Licence to access the Licensed Materials at the Location or remotely. Remote access to the Licensed materials however may only be either via Licensee's Secure Network (and only if fully in accordance with clauses 4.1.1 and 4.1.2), or to Authorised Users who have been issued by Licensee a password or other necessary authentication to access the Licensed Materials.
- 2.2 Licensor maintains the Licensed Materials as a service to its members and the scientific / technical / engineering community. Licensor holds the copyright (or all necessary licences), for all works published in the Licensed Materials, as a compilation and as to the individual articles, collectively and individually, unless otherwise expressly noted.
- 2.3 Neither Licensee nor any Authorised User shall claim ownership of the Licensed Material, or any intellectual property rights in the Licensed Material, by reason of their use of or access to the Licensed Material.

# 3. Permitted Uses

- 3.1 All use of the Licensed Material is subject to all applicable copyright laws and fair use conventions, and reproduction of any portion of the Licensed Material is permitted as follows:
- 3.1.1 Downloading: Downloading, printing, or saving of the Licensed Material for personal use is permissible. No Commercial Use of any part of the Licensed Material is permitted without the prior, express written permission of Licensor. Systematic downloading is forbidden.
- 3.1.2 Braille Transcription: Licensee may transcribe any portion of the Licensed Material into Braille script or enlarged type for Authorised Users who are visually impaired.
- 3.1.3 Course Packs: Licensee and Authorised Users may use a reasonable portion of Licensed Materials in the preparation of Course Packs or other educational materials.
- 3.1.4 Inter-library Loan: Licensee may fulfil the occasional request from non-commercial libraries for Inter-library Loans ("ILL"). However because of the easily reproducible nature of electronic publications, an ILL of any portion of the Licensed Materials in any electronic or digital form is expressly prohibited, unless the Licensee fulfils an electronic ILL by use of Ariel or equivalent secure transmission software which allows the

article to be deleted as soon as printed. For the avoidance of doubt, no PDF document may be emailed for an ILL. Licensee may print articles from the Licensed Materials for an ILL and forward them as hard copies, provided all printing is done at the Location and at Licensee's expense and that only a limited number of copies of such articles will be distributed in this way.

3.1.5 Third Party: Authorized Users may transmit to a third party, in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes

## 4. Licensee's Obligations

- 4.1 Licensee agrees that it:
- 4.1.1 will undertake all reasonable efforts to ensure that only Authorised Users can access the Licensed Materials;
- 4.1.2 is responsible for creating and maintaining reasonable security measures, and posting policies consistent with the rights and restrictions described in this Licence to ensure that only Authorised Users can access the Licensed Materials;
- 4.1.3 is prohibited from making agreements for access to the Licensed Material with individuals, organizations, vendors, affiliates, or partners, which are not departments of the Licensee affirms that all IP addresses in the range listed for authorization are specifically controlled by Licensee for workstations under its administrative control and for the use of Authorised Users. Licensee is responsible for maintaining the list of IP addresses of all Authorised Users;
- 4.1.4 will not knowingly permit anyone other than Authorised Users to use the Licensed Materials;
- 4.1.5 will, if it becomes aware of unauthorised access to the Licenced Material, notify Licensor immediately and co-operate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, Licensor has the right to withhold, suspend, or terminate access to all or any portion of the Licensed Materials, without liability; and
- 4.1.6 will not remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use which Licensor may post on the Site in order to inform users about system features, terms of use, or copyright notices;

#### 5. Technical Access

5.1 Licensor intends for the Site to be available 24 hours per day, 7 days per week. However, Licensor will not be liable for damages or refunds should the Site become unavailable or access to the Site becomes slow or incomplete due to system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make the Site inaccessible to Licensee.

### 6. Termination

- 6.1 Either party may terminate this Agreement:
- 6.1.1 where the other party commits a material or persistent breach of any term of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days of notification in writing from the other party; or
- 6.1.2 immediately upon the other party becoming insolvent, subject to receivership, liquidation or similar external administration.
- 6.2 Licensor may terminate this Licence if Licensee defaults in making payment of the Fee or any part of the Fee.
- 6.3 On termination of this Licence for just cause, access to the Licensed Materials by Licensee and Authorised Users shall be terminated.

# 7. Warranty and Liability

- 7.1 While Licensor seeks to ensure the accuracy of content posted online, Licensor does not warrant or guarantee its accuracy, completeness, merchantability, or fitness for a particular purpose.
- 7.2 To the fullest extent permitted by law and other than expressly provided for herein, in no circumstances is Licensor liable to the Licensee for any indirect of consequential losses or expenses, however caused, including, without limitation, loss of anticipated profits or savings, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims. Nothing in this Agreement seeks to exclude liability for death or personal injury caused by Licensor's negligence or fraudulent misstatement.
- 7.3 Licensor's aggregate liability for any content, accessibility or problems with the Site will not exceed the amount of subscription fees paid for the Licensed Materials during the 12 month period preceding any claim or notice of damages.

## 8. Indemnities

8.1 Licensor shall indemnify and hold Licensee harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright arising out of the use of the Licensed Materials by Licensee or any Authorised User. No limitation of liability set forth elsewhere in this Agreement is applicable to this indemnification.

- 8.2 Should Licensee wish to invoke the indemnity in clause 8.1, Licensee must promptly notify Licensor of any such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as Licensor may reasonably request and have the right to participate in the defence at its own expense, subject to following all reasonable instructions of Licensor.
- 8.3 Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Content by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Content and may only be provided to third parties in aggregate form.

Raw usage data including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party. Nothing in this Agreement shall in any way limit the ability of the licensee to comply with any laws concerning disclosures by public bodies. The parties acknowledge that any responses, materials, correspondence or documents provided to the licensee are subject to any Freedom of Information Act applicable in the location of the licensee and their release to third parties in compliance with that Act or any other law will not constitute a breach or threatened breach of this Agreement.

#### 9. General

- 9.1 Neither party shall be liable for failure, default or delay in performing its obligations under this Licence, caused by a Force Majeure event which shall include any act of God, war, or threatened war, act or threatened act of terrorism, riot, strike, lockout, individual action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.
- 9.2 Licensor may assign or transfer any of its rights and obligations under this Agreement, upon written notice to Licensee.
- 9.3 Alterations to this Agreement are only valid if they are recorded in writing and signed by both parties.
- 9.4 In the event that any provision of this Agreement is held to be invalid, the remainder of the provisions shall continue in full force and effect.
- 9.5 There shall be no right whatsoever for any third party to enforce the terms and conditions of this Agreement. The Parties hereby expressly wish to exclude the operation of the Contracts (Rights of Third Parties) Act 1999.
- 9.6 This Licence will be governed by the laws of England and shall be governed and construed in accordance with the laws of England. Any action arising out of or relating to this agreement shall be brought in courts situated in England, and the Parties submit to the exclusive jurisdiction of such courts, provided, however, that an institutional Licensee shall not be bound by this paragraph, if compliance would violate any existing law, regulations, bylaws, articles of incorporation or other governing instrument and save where it is necessary for Licensor for enforcement to bring proceedings in an alternative jurisdiction.

WIT Press:					
Name of Authorized Signer (please type or print):					
Signature:	Date:				
THE INSTITUTION:					
Name of Institution (please type or print):					
Name of Authorized Signer (please type or print):					
Signature:	Date:				
Please return a completed conv.	of this registration form along with the licence to:				

Lorraine Carter, WIT Press, Ashurst Lodge, Ashurst, Southampton, SO40 7AA,

Tel: (0) 238 029 3223 Fax: (0) 238 029 2853 E-mail: lcarter@witpress.com

UK