Online Subscription Terms and Conditions for Institutional Site License Subscribers

University of California San Diego

TRR Journal articles are published by the National Academy of Sciences, through its operating unit, the Transportation Research Board ("Publisher") of the United States of America.

The following guidelines provide Institutional Site License Subscribers ("Subscriber") with the terms and conditions governing rights and limitations for electronic access by Authorized Users to the online version of the TRR Journal ("TRR Journal Online"), distributed by Publisher. These terms and conditions, effective as of January 1, 2012, supersede any prior understanding between the Publisher and the Subscriber regarding user access to TRR Journal Online.

Access to TRR Journal Online is granted for all Authorized Users on the following conditions:

• Publisher’s acceptance of the Subscriber’s completed order, and
• Receipt of the required site license fee.

1. Authorized Site and Users

"Authorized Users" are authenticated, current full- and part-time students, employees (including faculty, staff, affiliated researchers, independent contractors, and walk-in users), and other individuals who have legal access to the Subscriber’s facilities and computer network. Remote access is allowable to Authorized Users only if they are authenticated through a secure network. Open proxies and other non-authenticated proxy servers are prohibited.

An "Institution" includes all parts of an organization that report to the same Chief Academic Officer or Chief Executive Officer. For multicampus academic institutions, each organization listed in the Directory of Higher Education (http://www.educause.edu/Institutions/807) is a separate Institution and requires its own site license. For the purposes of these terms and conditions, transportation research centers and university transportation centers are considered part of a university and part of an Institution only if they report to the same institutional Chief Academic Officer.

2. License: In consideration of the payment of the site license fee, the Subscriber and Publisher agree as follows:

a. TRR Journal Online is subject to all applicable national and international copyright laws, database protections, and other rights of the Publisher and the authors of individual papers. Subscriber acknowledges that it has no claim to ownership by reason of its use or
access to TRR Journal Online. Subscriber and other users of information included in TRR Journal Online are prohibited from removing or modifying any intellectual property notices including, but not limited to, copyright, trademark, and patents.

b. Except for uses consistent with the "Fair Use" limitations of U.S. Copyright Law, the person using TRR Journal Online may not: (i) distribute a copy (electronic or otherwise) of any document or file without the written permission of the Publisher, (ii) alter a copy of any retrieved, printed, or stored document or file, or (iii) charge for a copy (electronic or otherwise) of any file or document.

c. Any use of articles or other content from TRR Journal Online in whole or in part shall include customary bibliographic citation. For permission to copy beyond that permitted by Section 107 or 108 of the U.S. Copyright Law and to reprint articles, contact Phyllis Barber, pbarber@nas.edu.

3. Scope of License: All use of content in TRR Journal Online is subject to applicable copyright law. Reproduction of TRR Journal Online or any portion thereof is authorized only as follows:

a. Subscriber and its Authorized Users shall have access to TRR Journal Online solely through the Subscriber’s internet protocol (IP) addresses provided by the Subscriber. This grant extends only to the Subscriber and such Authorized Users individually, and may not be transferred or extended to others. All rights not expressly granted herein are reserved to the Publisher.

b. Moderate downloading, printing, or saving of material from TRR Journal Online for personal, scholarly, or educational, noncommercial use is permissible, only to the extent consistent with the "fair use" doctrine. These terms and conditions do not permit the downloading of entire volumes of TRR Journal Online. Extensive or systematic downloading, printing, or saving of articles by Authorized Users is not permitted. Recompiling, copying, reselling, redistributing, publishing, modifying, displaying, or republishing of any journal text, search results, or other information in TRR Journal Online, or any portion thereof, in any form or medium now or hereafter known may be done only with the written authorization of the Publisher.

c. Commercial Redistribution. No commercial use (e.g., downloading, posting of a file, or printing to resell or distribute) of any article or any portion of TRR Journal Online is permitted without prior, express written permission from the Publisher.

d. Interlibrary Loan Loans (ILL) of articles or portions thereof from TRR Journal Online in electronic or digital form are authorized only in compliance with Section 108 of the Copyright Act of 1976, as amended. Without limitation of the foregoing, a Subscribing library may use TRR Journal Online to supply single copies of articles to a requesting library is
instructed to delete the electronic file immediately after printing and provided the end user
receives a print copy and not an electronic copy.

e. Course Packs: Selected papers may be used for course packs and maintained on an
internal network for that purpose only.

f. Braille Transcription: The Subscriber may transcribe any portion of TRR Journal
Online into Braille script or enlarged type for Authorized Users who are visually impaired.

g. Contributing Authors: Authors of articles published in TRR Journal Online who are
Authorized Users of the Subscriber are authorized to use all or part of their work in
compilations or other publications of the author's own works, and to make copies of all or
part of the work for the author's use in lectures, classroom instruction, or similar uses. All
other TRR Journal Online articles used in course packs are subject to conventions applicable
in the country of the user.

4. Subscriber Responsibilities: Institutional Site License Subscriber agrees to the
following:

a. The Subscriber shall use reasonable efforts to protect the Licensed Materials from
any use that is not permitted under this Agreement. Subscriber is solely responsible for
creating and maintaining reasonable security measures and for posting policies that do not
contradict the rights and restrictions described in these guidelines. The Subscriber will
undertake all necessary authentication and verification processes to ensure that only
Authorized Users can access TRR Journal Online.

b. The Subscriber is prohibited from entering into agreements for access to TRR
Journal Online with any other individuals, organizations, vendors, affiliates, or partners.

c. The Subscriber affirms that all IP addresses in the range(s) listed for authorization
are specifically under its administrative control for the use of Authorized Users as defined
herein. Unauthorized use of a Subscriber's IP address to access TRR Journal Online, with or
without the Subscriber's knowledge, is a violation of these terms and conditions.

d. If the Subscriber becomes aware of unauthorized access to TRR Journal Online, it
will notify the Publisher immediately and cooperate in locating and attempting to stop the
specific individual(s) from violating the terms and conditions of the site license. If the specific
abuser(s) cannot be identified or stopped by the reasonable efforts of the institution, TRB has
the right to withhold, suspend, or terminate access to TRR Journal Online without liability.

e. The Subscriber agrees not to remove, cover, overlay, obscure, block, or change any
statements that TRB may post to its website to inform users about system features, terms of
use, or copyright conditions.
5. Terms and Fees

The Publisher provides access through its website for the Term of the site license, as set forth in Section 10 below. Publisher reserves the right at its sole discretion to change the formats in which TRR Journal Online contents are published.

6. Technical Access

Publisher intends for the TRR Journal Online website to be available 24 hours per day, 7 days per week. However, Publisher does not guarantee access, and shall not be liable for damages or refunds should the website become unavailable temporarily or if access to the site becomes slow or incomplete due to system back-up procedures, Internet traffic volume, upgrades, overload of requests to servers, general network failures or delays, or any other cause that may from time to time make the site inaccessible for the Subscriber's users.

7. Warranty

While Publisher seeks to ensure the accuracy of content posted online, Publisher does not warrant or guarantee the accuracy, completeness, merchantability, or fitness for a particular purpose of TRR Journal Online. Without limitation of the foregoing, and to the extent permitted under applicable law, in no case shall liability of the Publisher under these terms and conditions exceed the amount of site license fees paid for TRR Journal Online during the 6-month period preceding any claim or notice of damages, and in no event will the Publisher be liable for exemplary, special, indirect, incidental, or consequential damages arising out of or in connection with the subscription or licenses granted hereunder.

8. Termination

Any material breach of this Agreement, unless cured within thirty (30) business days of notice from Publisher, may result in the immediate termination of this Agreement, in which case Subscriber shall cease using any content from TRR Journal Online immediately.

9. Modifications

This Agreement can be modified or amended only in writing signed by all of the parties.

10. Term of Site License

The site license for the TRR Journal Online includes perpetual access to the full-text versions of articles for the content year(s) purchased. Purchase of additional content years in the future are covered by this license agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

[Text deleted]

BY: ____________________________ DATE: 1/03/13

Signature of Authorized Signatory of Publisher

Print Name: [Text deleted]
Title: Manager, Publications Sales
Address: TRB, 500 5th Street, NW, Washington, DC 20001
Telephone No: [Text deleted]
E-mail: [Text deleted]

LICENSEE:

[Text deleted]

BY: ____________________________ DATE: 1/3/13

Signature of Authorized Signatory of Licensee

Print Name: [Text deleted]
Title: HEAD, ACQUISITIONS DEPT.
Organization: UNIVERSITY OF CALIF. SAN DIEGO
Address: 950 GILMAN DR 0175A
LA JOLLA CA 92038

Telephone No.: [Text deleted]
E-mail: [Text deleted]