



ASME INSTITUTIONAL LICENSE

This License Agreement (“Agreement”) shall become effective upon the execution and delivery hereof by the parties hereto (the “Effective Date”) by and between [NAME] located at [ADDRESS] (“Subscriber”), and the American Society of Mechanical Engineers, located at 2 Park Avenue, New York, NY 10016 (“ASME”) concerning rights to the products designated in this Agreement. (Together, ASME and the Subscriber are referred to herein as the “Parties.”) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- A. “**Subscribed Products**” are the products and services identified in Appendix 1 that will be provided to the Subscriber pursuant to this Agreement, which Subscriber will have the right to provide to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.
- B. “**Authorized Users**” are the full-time and part-time students, faculty, staff, researchers, and independent contractors of the Subscriber affiliated with the Subscriber’s site locations listed on Appendix 3 (the “**Authorized Sites**”) and individuals within the library facilities at the Authorized Sites permitted by the Subscriber to access the Subscribed Products.
- C. “**Permitted Uses**” has the meaning described in Section 2.

2. Grant of Rights

- A. During the term of this Agreement (see Section 11), ASME grants Subscriber a non-exclusive, non-transferable license to engage in the following “Permitted Uses”:
 - 1. to access and use the Subscribed Products, and to make them available to Authorized Users, from Subscriber’s Authorized Sites;
 - 2. to reproduce, distribute and publicly display portions of content from the Subscribed Products for the Subscriber’s academic or research activities or for its Authorized Users’ personal or research use, provided that such content is access-restricted and secured in compliance with the terms of this Agreement and is not made available to anyone other than Subscriber and its Authorized Users;
 - 3. to reproduce and distribute (in paper handouts only) and publicly display portions of content from the Subscribed Products to Authorized Users or audience members in the course of a non-systematic educational presentation, such as a seminar, class, lecture, conference or similar professional activity conducted by Subscriber or in which Subscriber or an Authorized User is taking part; and
 - 4. to quote from the Subscribed Products in a manner consistent with fair use principles under U.S. Copyright Law, provided appropriate attribution is given to the author being quoted.
- B. Subscriber and Authorized Users may print or download only the number of copies of such content from the Subscribed Products as are reasonably necessary for the Permitted Uses.

- C. Subscriber and Authorized Users must preserve all copyright and other notices on all copies of content printed or downloaded from the Subscribed Products.
- D. Interlibrary Loan (ILL): Subscriber may transfer or transmit (whether by post, fax or secure electronic transmission as described herein) a single paper copy of any content from the Subscribed Products or an electronic original of an individual document containing such content to another library for one of that library's authorized users as long as they are a subscribing member. All electronic transmissions of such content pursuant to this section must be made using Ariel or an equivalent method that automatically deletes the electronic copy immediately after printing.

3. **Prohibitions on Certain Uses**

Subscriber and Authorized Users may make no use of the Subscribed Products other than those uses permitted in Section 2. In particular, Subscriber and Authorized Users may not do any of the following:

- A. reproduce, alter, create derivative works from, distribute, rent, sell, publish, sublicense, transfer, or assign any content from the Subscribed Products, except as permitted in Section 2;
- B. reproduce, alter, create derivative works from, distribute, rent, sell, publish, sublicense, transfer, or assign any content from the Subscribed Products, or otherwise access, use, or exploit any content from the Subscribed Products in any manner whatsoever that infringes any copyright or proprietary interest of ASME or any third party;
- C. engage in or use any high-volume, automated, or systematic processes to copy or download any content from Subscribed Products, including systematic or routine printing, downloading or copying an entire issue of, or substantial portions of, any Subscribed Products;
- D. download the Subscribed Products, including portions thereof, for purposes of creating copies (not including transient, dynamic caches of individually requested material) for redistribution purposes or for storage in an information storage and retrieval system;
- E. remove, obscure or modify any copyright or other notices included in Subscribed Products or portions thereof;
- F. sell or offer fee-for-service use of the Subscribed Products;
- G. engage in service bureau redistribution services with respect to the Subscribed Products;
- H. override, circumvent or disable any access control systems for the Subscribed Products or use ASME's or any third party's systems or services to provide or gain unauthorized access to the Subscribed Products;
- I. provide access to the Subscribed Products to any person or entity located in a country to which their export is forbidden by U.S. laws or regulations;
- J. provide or authorize access to the Subscribed Products, such as through the sharing of passwords, to persons or entities other than Authorized Users; or

4. **Subscriber Obligations**

- A. Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products by Authorized Users who are Walk-in Users is not permitted.

B. *Protection from Unauthorized Access and Use.*

The Subscriber will use reasonable efforts to:

- Authorized Users will use the Subscriber's issued email address or ASME will provide an email address for the Authorized user if the Subscriber does not offer such service, to create the user Id
- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party;
- provide true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber and proactively inform ASME of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform ASME and take appropriate steps to end such activity and to prevent any recurrence

In the event of any unauthorized use of the Subscribed Products, ASME may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof.

- C. Compliance with Sanction Laws ASME reserves the right to deny access to the Subscribed Products to any person or entity who is the target of any sanctions or embargoes laws (hereinafter "Sanctions Laws"), and who does not fall under an exemption.

5. **Fees**

- A. Unless otherwise set forth in Appendix 4 ("Consortia"), Subscriber will pay ASME for the grant of rights in this Agreement in accordance with the fee schedule in Appendix 2, as amended from time to time, for the Subscribed Products set forth in Appendix 1.
- B. After the Effective Date, ASME will issue an invoice to Subscriber reflecting the Subscribed Products selected in Appendix 1. Subscriber must pay all applicable fees within thirty (30) days of receipt of ASME's invoice. ASME will issue annually an invoice for the Subscriber's renewal fees for the selected Subscribed Products. ASME's fees are subject to annual increases.
- C. Subscriber is solely responsible for all costs associated with establishing access to the Subscribed Products, including without limitation any hardware, telecommunications or other charges imposed by carriers, proprietary network operators and Internet access providers and all costs associated with printing from the Subscribed Products. Subscriber must also pay any taxes (including without limitation any applicable value-added taxes, sales taxes, and import taxes) other than taxes on ASME's net income, arising out of the Subscriber's use of the Subscribed Products.

6. **Delivery**

ASME will make the Subscribed Products available to Subscriber and Authorized Users within a reasonable time from the Effective Date provided that Subscriber has provided ASME with the required IP information in Appendix 3.

7. **Monitoring**

Monitoring or other technologies may be used to monitor the Online Platform and uses (including reproducing Content in any format). ASME reserves the right to suspend Subscriber and Authorized Users' access to the Subscribed Products immediately after detecting a material breach of this Agreement, including prohibited levels of content downloading. If ASME suspends such access, it will use reasonable efforts to notify Subscriber as soon as possible and usually within three days of any such suspension by sending an email to Subscriber's contact person identified in Section 15.

8. **Proprietary Rights**

- A. Subscriber acknowledges that the Subscribed Products are owned by ASME or third parties and are protected by the intellectual property laws of the United States and of other countries, including without limitation copyright and applicable database protection laws. Subscriber will not, during the term of this Agreement or thereafter, dispute or contest, directly or indirectly, ASME's rights in the Subscribed Products, nor assist others in doing so.
- B. ASME, ASME INTERNATIONAL, the titles of individual Subscribed Products and other indicators of source that ASME uses in connection with the Subscribed Products are registered trademarks or otherwise owned or licensed by ASME (collectively, the "ASME Trademarks"). Subscriber and Authorized Users may not use the ASME Trademarks in connection with any product or service that does not belong to ASME, in any manner likely to cause confusion about the source of any product or service, or in a manner that implies that ASME endorses or is otherwise affiliated with any third-party product or service or in any manner that disparages or discredits ASME.

9. **Representations, Covenants and Warranties**

- A. Each party represents, covenants and warrants that it has the right to enter into this Agreement and the person signing on its behalf is authorized to do so.
- B. ASME represents, covenants and warrants that it has the right to make the grant of rights set forth in Section 2.
- C. Subscriber acknowledges that the Subscribed Products and the content contained therein are highly proprietary in nature and represents, covenants and warrants that (i) the list of IP addresses provided to ASME on Appendix 3 is accurate and valid and Subscriber will use commercially reasonable efforts to maintain sufficient security with respect to such IP Addresses such that no one other than Authorized Users is or will be able to access the Subscribed Products; (ii) all IP Addresses are affiliated with the sites identified on Appendix 3 and not with any remote campuses, institutions or offices; (iii) it will not provide access to the Subscribed Products at sites that are not Authorized Sites; (iv) it will inform Authorized Users of the terms and conditions set forth in this Agreement governing their use of the Subscribed Products and their exercise of rights in the Subscribed Products for Permitted Uses; (v) it will notify ASME immediately if it becomes aware that any Authorized Users are violating the terms and conditions of this Agreement;

10. **Indemnification**

- A. Subscriber hereby releases and agrees to hold ASME and its officers, directors, employees and agents harmless from and defend and indemnify them against all losses, claims, damages, awards, penalties, or injuries, including reasonable attorney's fees, arising out of any action, claim, suit or proceeding made or instituted or arising out of or in any way related to Subscriber's use of the Subscribed Products or any use of the Subscribed Products made by those to whom Subscriber has provided access.
- B. Notwithstanding any limitations contained in Section 13, ASME hereby releases and agrees to hold the Subscriber and its officers, directors, employees and agents harmless from and defend and indemnify

them against all losses, claims, damages, awards, penalties, or injuries, including reasonable attorney's fees, arising out of a third-party claim that the content contained in the Subscribed Products infringes a United States copyright or violates an intellectual property or proprietary right protected by United States law, provided that the Subscriber notifies ASME in writing of any such claim or action within ten (10) calendar days after Subscriber first receives notice of such claim or action, and further provided that ASME shall have sole control over the defense of any such claim or action.

- C. Each party shall have the sole right to defend the claims addressed hereunder at its own expense. The non-indemnifying party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. The indemnities provided herein shall survive the termination of this Agreement.

11. Term and Termination

- A. The term of this Agreement shall commence on the Effective Date and continue until all subscriptions to Subscribed Products ordered pursuant to Appendix 1 have ended or have been terminated (the "Term"). At the close of such Term, this Agreement will automatically renew for successive one-year terms, subject to appropriate adjustments to the fee section, unless either party gives notice to the other by the first day of August prior to the end of the then current term that it does not intend to renew.
- B. If either party believes that the other party has materially breached any of its obligations, representations or warranties under this Agreement, it will notify the breaching party in writing. The breaching party will have thirty (30) days from receipt of such notice to cure the alleged breach and notify the other party of its cure in writing. If the alleged breach is not cured within the thirty-day period, the non-breaching party may, in its sole discretion, terminate this Agreement immediately upon written notice to the other party. The requirement of such notice and cure period shall not apply to a breach of Section 5 (failure to pay the subscription fee) or if ASME believes, in its sole good-faith judgment, that Subscriber has breached any terms of Sections 2-3 (license terms and restrictions), in which case ASME reserves the right to immediately and without notice suspend access to and use of the Subscribed Products, or any portions thereof.
- C. Except as provided otherwise in this Agreement, no change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties. If at any time in the future, ASME decides to modify the terms on which it will offer access to the Subscribed Products, it will provide Subscriber with sixty (60) days' written notice. Subscriber may at any time during that sixty (60) day period provide its written consent such amended terms to ASME via fax to 973-244-2239 or email to asmedigitalcollection@asme.org. If Subscriber fails to provide consent within the sixty (60) day period, access to the Subscribed Products shall be discontinued. Upon such discontinuation or termination by Subscriber pursuant to this Section 11(c), ASME will refund a pro-rated portion of Subscriber's subscription fees paid for the applicable subscription year. Notwithstanding the foregoing, in ASME's sole discretion and without prior notice or liability, ASME may discontinue, modify or alter any of its Subscribed Products.
- D. Upon expiration or termination of this Agreement, all access to the Subscribed Products by Subscriber and its Authorized Users terminates immediately. Paper copies of content from Subscribed Products may be retained by Subscriber and Authorized Users and used in accordance with the Permitted Uses described in Section 2. Subscriber must, upon termination, delete from all of its Authorized Facilities all electronic copies of Content, including any library e-reserve copies or their commercial institution equivalents. Upon expiration or termination of this Agreement, the following provisions of this Agreement survive: Sections 2-3, 7-10, and any provision that by its terms contemplates survival.
- E. Usage rights of lapsed subscribers. ASME acknowledges that the long-term preservation of content published during the term and licensed hereunder is of importance to Subscriber. ASME will use commercially reasonable efforts to retain in an electronic archive all information licensed hereunder.

Subject to a nominal access fee charged by ASME or its third-party service provider, a Subscriber whose subscription has lapsed ("Former Subscriber") will be given the option to maintain online access to the content published during the term for which a paid subscription was maintained.

12. Failure of Performance

Once ASME makes the Subscribed Products available, the Subscriber and Authorized Users may attempt online access to the Subscribed Products at any time. ASME is not liable for any claims arising out of any loss, injury, liability or damage of any kind resulting from the unavailability of the Subscribed Products due to any delay, downtime, transmission error, software or equipment incompatibilities, force majeure event (such as any act of God or government, fire, natural disaster, labor stoppage, war or terrorism, failure of communications systems or power systems) or any other disruption or failure of performance. If the Subscribed Products fail to operate in any material respect, Subscriber shall immediately notify ASME and ASME will use commercially reasonable efforts to correct any material performance problem brought to its attention. ASME may temporarily suspend access to the Subscribed Products when repair, modification, or improvement to its system or services is necessary.

13. Disclaimer of Warranties

THE SUBSCRIBED PRODUCTS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ASME DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SUBSCRIBED PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THAT PURPOSE HAS BEEN DISCLOSED. ASME MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB OR OTHER TYPE OF MALICIOUS COMPUTER PROGRAM.

14. Limitation of Liability

ASME AND ITS DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS AND AGENTS ARE NOT LIABLE FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, DATA OR GOODWILL), ARISING OUT OF OR IN CONNECTION WITH THE GRANT OF RIGHTS SET FORTH IN THIS AGREEMENT, SUBSCRIBER'S OR AN AUTHORIZED USER'S USE OF OR INABILITY TO ACCESS OR USE THE SUBSCRIBED PRODUCTS, ASME'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, OR TERMINATION OF THIS AGREEMENT BY ASME, EVEN IF ASME IS ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF ASME 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 ASME FOR THE SUBSCRIBED PRODUCTS SUBSCRIPTION FOR THE SUBSCRIPTION YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, WHETHER THAT LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES APPLIES REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. NO CLAIM MAY BE MADE AGAINST ASME UNLESS (1) SUIT IS FILED THEREON WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO THE CLAIM AND (2) THE AMOUNT OF SUCH CLAIM EXCEEDS \$25.00.

15. Notices.

Unless otherwise provided in this Agreement, any notice provided for or permitted under this Agreement must be in writing and addressed to Subscriber or to ASME at the following address, unless a change has been made under this Section 14, and will be treated as having been given when: (A) delivered to the party to whom such notice is addressed on the next business day after the day on which it is sent; (B) mailed to such person

by postage-prepaid certified mail, return receipt requested, on the fifth business day after its date of posting; (C) delivered via professional courier service with written verification of receipt, on the next business day after its delivery to the courier during normal business hours; or (D) delivered by fax on the date of transmission (for which the transmitting party must receive proof of successful transmission on a business day during normal business hours):

If to ASME: c/o ASME Service Center
150 Clove Road, 6th Floor
Little Falls, NJ 07424-2139
asmedigitalcollection@asme.org
Tel: 1-973-244-2239
Fax: 973-882-1717

If to Subscriber:

16. Governing Law

This Agreement is governed by and should be construed in accordance with the laws of the State of New York applicable to agreements made and performed there without regard to its conflicts of law provisions. Any claim, dispute, action or proceeding relating to this Agreement shall be brought exclusively in the applicable state and federal courts in the State and County of New York, and the parties expressly consent to personal jurisdiction and venue in any of those courts and will not object to such jurisdiction on the ground of *forum non conveniens* or otherwise.

17. General

This Agreement and Appendices 1-4, which are incorporated in this Agreement, constitute the entire agreement and understanding of the parties and supersede all prior agreements and understandings between the parties, whether oral or written, concerning its subject matter. This Agreement shall control in the event of any conflict between this Agreement and any appendix hereto. A waiver of any term or condition or breach of this Agreement must be in writing and no waiver of any term or condition or of any breach should be deemed a waiver of any other term or condition or breach. Subscriber may not make any changes to this Agreement without ASME's written consent. If any term or provision of this Agreement is found to be illegal or unenforceable, the validity of the remainder will remain in full force and effect. This Agreement is binding on and inures to the benefit of the parties and their respective successors and ASME's assigns. Subscriber may not assign or transfer this Agreement or its rights under it in whole or in part; any assignment in violation of this provision is null and void. The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement. The word, "including," should be interpreted as illustrative and not limiting. This Agreement may be signed in counterparts, each of which is deemed an original and both of which together constitute one document; signatures sent by facsimile transmission are valid and binding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below the signing party's name.

Subscriber: _____

Name: _____ Title: _____

Signature: _____ Date: _____

ASME:

Name: _____ Title: _____

Signature: _____ Date: _____

Completed forms and signed Agreement should be sent to the attention of: ASME Customer Service Office at asmedigitalcollection@asme.org or phone 1-973-882-2239. Fax: 973-882-1717 or ASME Service Center 150 Clove Road, 6th Floor, Little Falls, NJ 07424-2139

Appendix 1 (“Subscribed Products”)

This Agreement provides access to the following ASME Digital Collection Content ending _____. Please check off the applicable package(s) and titles that pertain to your account. This Appendix is effective as of ending on.

Journals

- Complete ASME Journals Package (2000-present)
 - Applied Mechanics Reviews
 - ASME Letters in Dynamic Systems
 - Journal of Thermal Science and Engineering Applications
 - Journal of Applied Mechanics
 - Journal of Autonomous Vehicles
 - Journal of Biomechanical Engineering
 - Journal of Computational and Nonlinear Dynamics
 - Journal of Computing and Information Science in Engineering
 - Journal of Dynamic Systems, Measurement, and Control
 - Journal of Electrochemical Energy Conversion and Storage
 - Journal of Electronic Packaging
 - Journal of Energy Resources Technology
 - Journal of Engineering and Science in Medical Diagnostics and Therapy
 - Journal of Engineering for Gas Turbines and Power
 - Journal of Engineering for Sustainable Buildings & Cities
 - Journal of Engineering Materials and Technology
 - Journal of Fluids Engineering
 - Journal of Heat Transfer
 - Journal of Manufacturing Science and Engineering
 - Journal of Mechanical Design
 - Journal of Mechanisms & Robotics
 - Journal of Medical Devices
 - Journal of Micro and Nano-Manufacturing
 - Journal of Nondestructive Evaluation, Diagnostics, and Prognostics in Engineering Systems
 - Journal of Nuclear Engineering and Radiation Science
 - Journal of Offshore Mechanics and Arctic Engineering
 - Journal of Pressure Vessel Technology
 - Journal of Risk and Uncertainty in Engineering Systems
 - Journal of Solar Energy Engineering
 - Journal of Tribology
 - Journal of Turbomachinery
 - Journal of Verification, Validation and Uncertainty Quantification
 - Journal of Vibration and Acoustics

Journals Archive Packages

- Complete ASME Journals Archive (1960-1999) subscription, or one-time + annual maintenance fee
- Complete ASME Journals Archive (1930-1959) subscription, or one-time + annual maintenance fee
- Complete ASME Journals Archive (1880-1929) subscription, or one-time + annual maintenance fee

Conference Proceedings Packages

- Current Conference Proceedings subscription (2013-Current)
- Conference Proceedings Archive (2000-2007) subscription, or one-time + annual maintenance fee
- Conference Proceedings Archive (2008-2012) subscription, or one-time + annual maintenance fee

Open Access Add-Ons

- With Package 2 – 50% discount on all APC fees throughout the 12-month subscription
- With Package 9 – Free APCs throughout the 12-month subscription

**** does not include any ancillary fees such as Color charge, Mandatory page, etc.

eBooks

- eBooks: Option 1, Annual subscription. Complete collection of select titles from 1993 to present.
- eBooks: Option 2, One-time purchase of complete collection. + annual maintenance fee or update fee

ASME Codes and Standards

- BPVC All sections.
- All Codes and Standards excluding BPVC and all sections.
- All Codes and Standards available via ASME Platform.

ASME uses commercially reasonable efforts to make available all volumes of each ASME Online Journal beginning with the 2000 subscription year. Your rights to one or more Subscribed Products may be limited to only a subset of the total publication years available online. ASME is not obligated to provide access to any Subscribed Products to any person or entity located in a country to which their export is forbidden by U.S. laws or regulations.

Read to Publish Terms and Conditions

Publish Component

Background information including the publisher's Open Access strategy

*ASME's **Institutional Open Access** publishing model makes open access sustainable for librarians around the world. Publishing OA and subscription costs are brought together in a single contract with no increase in librarian administrative work. This model is offered in combination with Package 2 and Package 9 subscriptions.*

Authors don't pay an article processing charge (APC)* when they choose to publish open access

How authors are made aware of open access provisions prior to and during submission

The Author would submit their paper on ASME's Journal Tool, using their university's domain, which is what is they will use to receive correspondence and updates on their paper and allows APCs to be waived. Once the paper is accepted, there is clear wording on the Journal Tool that alerts the author that if there is a transformative agreement with their university, they should choose Open Access and their fees will be completely waived.

Number of journals included and any exceptions

There are no exceptions with this model and Open Access can be published in all 33 of our hybrid journals, including our ASME Open Journal of Engineering (our OA journal)

Any automated feeds to discovery systems or Institutional Repository feeds

There are no additional fees associated with this model.

Read Component

Journals included and any exceptions

All journals are included and there are no exceptions

Publication years included and archive and backfile access

Journal Publication years are 2000-present.

Post Termination Rights

The term of this Agreement shall commence on the Effective Date and continue until all subscriptions to Subscribed Products ordered pursuant to Appendix 1 have ended or have been terminated (the "Term"). At the close of such Term, this Agreement will automatically renew for successive one-year terms, subject to appropriate adjustments to the fee section, unless either party gives notice to the other by the first day of August prior to the end of the then current term that it does not intend to renew.

Appendix 2 ("Fees")

Annual License Option

Subscribed Product	Access	Amount
Journals	2000-current	
Journal Archives	1960-1999	
Conference Proceedings	2008-current	
Conference Proceedings Archives	2000-2007	
e-Books	ALL	
Annual Maintenance Fee		
Standards	BPVC/NonBPVC/All	
Total Fees due		

**Appendix 3 (the "Authorized Sites")
Sites/Subscriber**

ASME Account No. (if known): _____

Name and Address of Authorized Sites:	FTE:	IP Range: please identify any Proxy Servers

Subscriber Information

Subscriber: _____

Name of Subscriber contract manager: _____

Address: _____

Subscriber Administrator

Name: _____

E-mail address: _____

(Notification that online access to the ASME Digital Content is active will be sent by e-mail)

Agent Information

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

Agency contact person responsible for administering ASME Digital Content:

Name: _____

E-mail address: _____

The Subscriber shall promptly notify ASME of any changes to any of the contact information above.

Appendix 4 – Consortia

CONSORTIA PRICING TERMS

[ASME TO REFER TO APPENDIX 2 WITH SPECIAL RATES IF SUBSCRIBER IS PART OF LICENSING CONSORTIUM]

CONSORTIA HIERARCHY