



American Nuclear Society

LICENSE TERMS AND CONDITIONS / ELECTRONIC SUBSCRIPTION AGREEMENT

Please print all information clearly. Illegible information will delay activation.

The American Nuclear Society (ANS) and the subscribing institution identified on this form agree to the terms and conditions specified on the reverse, specifically items one (1) through seventeen (17).

SUBSCRIBING ORGANIZATION

Name of Organization
Address
City, State, Zip
Country (if outside U.S.)
Phone: Fax:
Email:

SUBSCRIBING AGENCY / DEALER INFORMATION

Name of Organization
Address
City, State, Zip
Country (if outside U.S.)
Phone: Fax:
Email: Agency Ref. No.

SELECT PUBLICATION(S) SUBSCRIBED TO FOR WEB ACCESS

- | | |
|---|---|
| <input type="checkbox"/> Nuclear News | <input type="checkbox"/> Transactions |
| <input type="checkbox"/> Radwaste Solutions | <input type="checkbox"/> Nuclear Standards News |
| | <input type="checkbox"/> Proceedings |

ORGANIZATION'S IP ADDRESS	For assistance, contact your network administrator to determine IP address(es), and other information about your organization's network configuration.

Please read the **LICENSE TERMS and CONDITIONS** also attached. By signing below, you are agreeing to comply with the LICENSE TERMS and CONDITIONS identified. Your signature also indicates you are authorized to sign this form on behalf of your organization.

To access publications online go to: <http://epubs.ans.org>

ACCEPTED AND AGREED TO:

Authorized Signature

Please Print Name

Date

Completed form must be returned to:

ANS, Attn EPUBS
 555 N. Kensington Ave.
 La Grange Park, IL 60526 U.S.A.
subs@ans.org or fax 708-579-8314

AMERICAN NUCLEAR SOCIETY'S LICENSE TERMS AND CONDITIONS

1. Scope of Agreement. Publications covered under this agreement include TRANSACTIONS, NUCLEAR STANDARDS NEWS, PROCEEDINGS, NUCLEAR NEWS, and RADWASTE SOLUTIONS. By executing this agreement and paying the accompanying subscription fee, the subscribing organization is granted a nonexclusive, revocable, nontransferable license to access ANS publications over the Internet via the subscribing organization's Internet Protocol addresses (IP addresses).

Authorized users. Employees, faculty, affiliated and visiting researchers, regular and contract staff, and enrolled students officially affiliated with the subscribing organization and authorized users of the subscribing organization's library facilities from wherever they work or study. This includes occasional users who access ANS publications through stations physically located on the site and under the control and administration of the subscribing organization. Alumni are not considered part of the authorized user community. Each member of a consortium or multi-site organization listed in a Schedule attached to this document agrees to be bound by the terms and conditions of this agreement.

Institutions. Authorized users include individuals affiliated with remote sites or campuses of the subscribing organization that are administered from the subscribing organization's site or campus, but NOT individuals affiliated with remote sites or campuses that have separate administrative staffs.

2. Authorized Use. Authorized users are permitted to reproduce or disseminate publications content within the parameters of applicable copyright law. The following uses are specifically authorized:

a) **Downloading:** Downloading, printing, or saving of publication content for the purposes of research, teaching, and/or private study by Authorized Users is permissible. Forwarding PDF links to individual articles, but not the contents of such articles to non-authorized users is permissible. All copyright and other declarations on the article must be maintained. Systematic downloading (by robots or other automatic processes) is prohibited without publisher approval.

b) **Course packs:** The Subscriber may use any ANS online material in course packs (print or electronic) or other written materials distributed to Authorized Users without the separate written approval of the ANS.

c) **Interlibrary Loan:** Institutional subscribers may fulfill interlibrary loan requests from other non-commercial organizations located within the same country via fax or paper document delivery under CONTU (National Commission on New Technological Uses of Copyright Works) guidelines [<http://www.cni.org/docs/infopols/CONTU.html>].

d) **Accessibility:** Institutional subscribers may transcribe any portion of publication content into Braille script, enlarged type or other appropriate version in order to allow Authorized Users with disabilities to access Journals.

e) **Regulatory Uses:** Supply print or electronic copies of individual articles from the Subscribed Materials to regulatory authorities for regulatory purposes.

f) **Legal Uses:** Disclose portions of Subscribed Materials in connection with any legal and/or patent proceedings and/or if requested pursuant to an order of a competent court or administrative agency.

g) **Permissions and reprints:** For permission to reprint or copy Journal content beyond that permitted by Section 107 or 108 of the U.S. Copyright Law, contact the Copyright Clearance Center [www.copyright.com].

3. Restrictions:

a) Non-authorized users: Except as specifically provided elsewhere in these guidelines, Institutional subscribers are prohibited from making agreements for access to Journal content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.

b) Commercial redistribution: No direct commercial re-use (e.g. downloading, posting or a file, or printing to sell or distribute to any non-authorized user) of any Journal content is permitted without prior, express written permission of ANS.

c) Removal of copyright notice: Institutional subscribers agree not to remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use.

d) Modification: Institutional subscribers shall not modify or create a derivative work of any Journal content without the prior written permission of ANS.

4. Abuse. This agreement is enforceable only against and by the parties who have executed it. The agreement does not create nor restrict right in third parties. ANS understands that the subscribing organization is unable to practically enforce the terms of the agreement for third parties. However, ANS requires that the subscribing organization agree to make reasonable effort to take appropriate action should they become aware of any misuse that would violate the terms of the agreement and that the subscribing organization continue to promote an environment that does not allow for abuse of the terms of the agreement.

5. Terms and Fees. This agreement will last through the end of the calendar year in which the subscription first becomes effective. This agreement will remain in effect thereafter for successive subscription years so long as annual subscription fees are paid, subject to any new terms and/or conditions specified by ANS at that time and shared with the subscribing organization 30 days in advance. Both ANS and the subscribing organization have the right to terminate this agreement at the end of a subscription year by written notice given at least 30 days before the end of the subscription year.

6. Access. Access to material is for the length of the agreement period only. There is no access to material after the agreement is terminated. ANS reserves the right to suspend or terminate access to ANS online publications without prior notice if the subscribing organization or any authorized user of the subscribing organization violates any term of this agreement.

7. Technical Assistance and Customer Support. Technical assistance and customer support can be obtained Monday through Friday, excluding holidays, from 9:00 a.m. to 4:30 p.m. CST by calling 708/352-6611 or sending email to epubs@ans.org.

8. Copyright. The American Nuclear Society is the owner of all right, title, and interest, including copyright, translation rights, redistribution rights, and the right to produce the material in alternate media, for any and all materials that can be accessed under this agreement. ANS online publications and their content are subject to copyright, database protections, and other rights of the publisher (ANS) under the laws of the United States and the country of use. The subscribing organization acknowledges that it has no claim to ownership by reason of its use of or access to ANS online publications. Downloading or photocopying of the data is permitted for personal or educational use to the same extent as the print edition of the publication. Other recompiling, copying, publication, or republication of the data, or any portion thereof, in any form or medium whatsoever, may be done only with specific written permission from ANS.

9. Disclaimer of Warranties. ANS warrants that it has the authority to grant the license as described in this agreement. ANS has made and will make reasonable efforts to ensure that ANS online journals are complete and accurate. However, ANS does not warrant their completeness or accuracy and does not warrant that the subscribing organization or any authorized user's use of ANS online publications will be uninterrupted or error free, or that the results obtained will be useful or will satisfy the subscribing organization's or any authorized user's requirements. ANS makes no other warranties or representations of any kind, either express or implied, including but not limited to, warranties of design, merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice.

10. Liability. The subscribing organization/s sole and exclusive remedy for damages and or loss in any way connected with this license shall be limited to the amount of the license fee. Under no circumstances shall ANS be liable to subscribing organization or any other person, including but not limited to authorized users, for any special, incidental, or consequential damages, including with limitation, damages arising out of inability to access ANS's journals or errors or inaccuracies in the journal content.

11. Delays. Neither party shall be responsible for delay or failure in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, an act of God, an act of war, riot, epidemic, fire, flood, other disasters or an act of government. ANS intends for the websites to be available at all times. However, ANS will not be liable for damages or refunds should a site become unavailable or access to a site becomes slow or incomplete due to system back up procedures, Internet traffic volume, upgrades, general network failures or delays, or any other cause which may from time to time make content inaccessible to subscribers. ANS will make every attempt to restore access to sites as soon as possible.

12. General. This agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings. The various headings in this agreement are informational only and do not limit the scope or content of the subject matter contained therein. No waiver, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

13. ANS may modify any of these terms and conditions at any time by providing notice in ANS online. Your continued use of the content shall be conclusively deemed acceptance of such modification.

14. Notices. All notices and other communications relating to this Agreement shall be in writing and shall be addressed as set forth below:

A. If to Subscriber:

B. If to ANS: American Nuclear Society
c/o Customer Service – Electronic Access
555 N. Kensington Ave.
LaGrange Park, IL 60526 U.S.A.

Notices shall be deemed received upon actual receipt of overnight courier delivery, registered, or certified mail, postage prepaid, return receipt requested. Any addresses may alter the address to which such communications are to be sent by giving notice of such change of address.

15. The subscribing organization may not assign or transfer its rights under this agreement.

16. Should any provision of this agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect to be read and construed as if the void or unenforceable provisions were originally deleted.

17. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state of Illinois, excluding that body of laws dealing with conflict of laws. Venue shall be the courts of competent jurisdiction located in the Northern District of Illinois.