

## SPIE INSTITUTIONAL JOURNAL SUBSCRIPTION ORDER FORM/AGREEMENT

Subscriber Details:	
Subscribing Institution:	
Subscribing Contact/Title:	
Email Address:	
Telephone:	
Mailing Address:	
IP Addresses:	

Billing Details (if different than above):	
Billing Company:	
Billing Contact:	
Email Address:	
Telephone:	
Mailing Address:	
PO or Reference Number: (if applicable)	

### Institutional Journal Subscription Fees:

- The SPIE institutional subscription fees have been reduced by 10% in recognition of the challenges facing the library and research communities during the COVID-19 pandemic.

Online Access‡	Single Site			Multi-Site		
	List Price (\$ USD)	Price with 10% Reduction (\$ USD)		List Price (\$ USD)	Price with 10% Reduction (\$ USD)	
All SPIE Journals	\$3,630	\$3,267		\$10,890	\$9,801	
Advanced Photonics	Open Access					
Journal of Applied Remote Sensing	\$330	\$297		\$990	\$891	
Journal of Astronomical Telescopes, Instruments, and Systems	\$430	\$387		\$1,290	\$1,161	
Journal of Biomedical Optics	Open Access					
Journal of Electronic Imaging	\$470	\$423		\$1,410	\$1,269	
Journal of Medical Imaging	\$430	\$387		\$1,290	\$1,161	
Journal of Micro/Nanopatterning, Materials, and Metrology (formerly Journal of Micro/ Nanolithography, MEMS, and MOEMS)	\$430	\$387		\$1,290	\$1,161	
Journal of Nanophotonics	\$330	\$297		\$990	\$891	
Journal of Optical Microsystems	Open Access					
Journal of Photonics for Energy	\$330	\$297		\$990	\$891	
Neurophotonics	Open Access					
Optical Engineering	\$880	\$792		\$2,640	\$2,376	

Continued on next page.

**SPIE INSTITUTIONAL JOURNAL SUBSCRIPTION ORDER FORM/AGREEMENT continued.**

Note: Institutional subscriptions begin January 1 and end December 31; subscriptions include access to all articles from Volume 1 to the current year.

‡As of 2020, print format has been discontinued for all SPIE journals.

\*Multi-site online licenses cover three or more sites within an organization. A site is a distinct location with separate administration.

**TERM:** January 1, 2022 to December 31, 2022

**LICENSE:** SPIE grants to the Subscriber and Authorized Users online access and download rights to the SPIE journals.

I have read and agree to the terms and conditions above and to those stated in the complete **SPIE INSTITUTIONAL JOURNAL SUBSCRIPTION AGREEMENT** appended to this Order Form. I certify that I am authorized to sign this Agreement on behalf of the Subscriber.

**SUBSCRIBER:**

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SPIE:**

Authorized Signature: \_\_\_\_\_

Name: Brad Ferguson

Title: COFO

Date: \_\_\_\_\_

Please email the completed form to [SPIEDLSales@spie.org](mailto:SPIEDLSales@spie.org)

## SPIE INSTITUTIONAL JOURNAL SUBSCRIPTION AGREEMENT

This AGREEMENT is by and between SPIE, the international society for optics and photonics, with offices at 1000 20th Street, Bellingham, WA 98225, USA and the Subscribing institution (“Subscriber”).

WHEREAS, SPIE and Subscriber agree that it is desirable to allow Authorized Users as defined below at subscriber sites to have access to the online versions of SPIE’s journals, which are a part of the SPIE Digital Library.

THEREFORE, SPIE and Subscriber agree as follows:

### 1. SCOPE AND COVERAGE

- a. The journals covered by this Agreement are the electronic versions of those published by SPIE (“Licensed Material”).
- b. SPIE warrants that it owns or has the right to publish and distribute the Licensed Material.

### 2. AUTHORIZED USERS

SPIE grants to Authorized Users as defined herein online access to the Licensed Material. This grant may not be transferred or extended to others. For purposes of this Agreement, “Authorized Users” means the employees, staff, faculty, and students officially affiliated with the Subscriber during the subscription term and other persons, which may include retired employees, with legal access to the Subscriber’s library resources and facilities, using an approved IP address. Alumni do not qualify as Authorized Users. The Subscriber will exercise reasonable vigilance and shall be responsible for all access control and security measures necessary to ensure that its IP addresses are not used to access the Licensed Material by anyone other than Authorized Users. The Subscriber agrees to use common and reasonable methods to inform Authorized Users of general terms and conditions for the use of the Licensed Material that are consistent with this Agreement. Furthermore, the Subscriber will make reasonable efforts to enforce the terms of this Agreement upon receiving information from SPIE or its agents indicating that the terms of this Agreement have been violated.

### 3. IP ADDRESSES

Authorized Users will be recognized and authorized by their Internet address, unless an alternative access method has been established by mutual agreement. Subscriber shall provide to SPIE the name and e-mail address of an administrative contact who will be the Primary Contact for SPIE.

### 4. PERMITTED USE

- a. Authorized Users are permitted online access to the Licensed Material, and may download, save, or print text, search results, or other information from the Licensed Material solely for use in research or education. Authorized Users may only use this online access in a way that conforms to all applicable laws and regulations. Portions of the Licensed Materials may be used for the purpose of creating and storing course packs or training materials and making them available to Authorized Users.
- b. Authorized Users are permitted to copy and transmit brief sections of individual articles in “person-to-person” and non-systematic scholarly exchanges of information between Authorized Users and specific individuals.
- c. Authorized Users may use the Licensed Material for text and data mining exclusively for research and educational or business purposes and may load, store, and analyze the results on a secure network, provided such use is in accordance with all other provisions of this Agreement. Information derived from text or data mining may be made public; however, the original copyrighted source documents may not be publicly distributed.
- d. The Licensed Materials may be used by academic organizations only to fulfill

Interlibrary Load (ILL) requests provided that such use is in compliance with national, international, or other generally accepted guidelines for ILL activity, such as CONTU. Only a hard copy printed from the electronic files or digital copies delivered in a secure electronic environment may be used to fulfill ILL requests. No article may be supplied to a for-profit entity or other non-academic institution, or supplied for any commercial purpose without full payment of the Publisher’s copyright fee or royalty.

### 5. PROHIBITIONS ON CERTAIN USE

- a. Except as provided in Section 4 of this Agreement, Subscriber shall not knowingly permit anyone other than Authorized Users to access and use the Licensed Material.
- b. Altering, recompiling, reselling, republishing, or Internet posting of any text, illustrations, search results, or other information from the Licensed Material, or any portion thereof, in any form or medium, is prohibited.
- c. Systematic or programmatic downloading, printing, transmitting, or copying of the Licensed Material, the intent or effect of which is to capture, reproduce, or transfer the entire contents of a journal volume or issue, or sequential or cumulative search results, or collections of abstracts, articles, or tables of contents, is prohibited. Other systematic or programmatic use of the Licensed Material that interferes with the access of Authorized Users or that may affect the performance of the SPIE Digital Library system, for example, the use of “robots” to index content without authorization by SPIE, is prohibited. SPIE reserves the right to suspend access to any IP address or address range upon detecting a breach of this Agreement by a person(s) at the IP address(es) involved. SPIE will use reasonable efforts to notify Subscriber as soon as possible via e-mail to the Primary Contact named in this Agreement. In such cases the Subscriber is expected to make a reasonable effort to investigate and remedy the incident to the best of its ability.
- d. Entire articles or substantial sections of an article may not be transmitted by Authorized Users to persons not officially associated with the Subscriber, except as allowed by copyright status (for example, a Creative Commons license) or as otherwise authorized by SPIE.
- e. Redistribution or Internet posting of the Licensed Material in any form, except as permitted in Section 4 or Section 5.d, without authorization by SPIE and/or payment of an Item Fee or royalty to SPIE or to the Copyright Clearance Center, is prohibited.
- f. The Subscriber and its Authorized Users may not intentionally circumvent the SPIE Digital Library access control system or use any external third-party system or service to conduct unauthorized access and use.
- g. All rights not expressly granted herein are reserved to SPIE.

### 6. COUNTER REPORTS

COUNTER usage reports are made available to the Subscriber and may be accessed and downloaded through the SPIE Digital Library administrative web page by the primary contact, or by others representing the Subscriber, provided SPIE is notified in writing of the delegated authority by the primary contact.

### 7. DURATION OF AGREEMENT

- a. This Agreement becomes effective on the start date of the subscription term, contingent on SPIE’s receipt of payment of the Subscription Fee.
- b. The Subscriber may exercise the option to continue the Agreement for an additional term(s) by accepting the Subscription Renewal Invoice provided by SPIE and by paying the Subscription Fee provided on the Renewal Invoice.
- c. This Agreement will terminate:

1) On the expiration date of the Agreement currently in effect if SPIE has not received the Licensee's Subscription Fee for the subscription renewal term as provided for in Section 7.b

2) Following thirty (30) days' prior written notice to the Subscriber by SPIE that any term or condition of this Agreement has been violated, knowingly or unknowingly, provided that the violation has not been remedied with reasonable diligence upon notification.

## 8. FEES AND PAYMENT

a. Subscriber agrees to pay the Subscription Fee. The fee is payable upon signing this Agreement. Only the following adjustments may be made to the Subscription Fee:

1. If any journal title that is a part of the SPIE Digital Library ceases publication or is withdrawn by SPIE from the SPIE Digital Library, or if SPIE is otherwise unable to provide continued access to any title during the term of this Agreement, the Subscriber's annual Subscription Fee will be adjusted appropriately by SPIE.

b. The Subscriber agrees that, with the exceptions indicated in Section 8.a and in Section 10, there will be no other reductions or adjustments in the Subscription Fee for the duration of this Agreement.

## 9. COPYRIGHT

The Licensed Material and its contents are copyrighted by SPIE and/or the authors. The Licensed Material is subject to all applicable copyright and data protection and other rights of the stated owner and SPIE under the laws of the United States and other countries. Copyright notices in the Licensed Material and its articles may not be removed, obscured, or modified in any way. Unauthorized copying or redistribution of any Licensed Material is a violation of copyright laws.

## 10. FAILURE OF PERFORMANCE

From the start date of this subscription, the Subscriber and its Authorized Users are entitled to attempt online access to the Licensed Material at any time. SPIE endeavors to provide service to the SPIE Digital Library 24 hours a day, 365 days a year. SPIE will endeavor to announce any planned downtime necessary for service upgrades on the SPIE Digital Library website, and will always seek to minimize the length and impact of such downtime. SPIE, however, will not be liable for any delay, transmission error, software or equipment incompatibilities, force majeure or other failure of performance. SPIE will use commercially reasonable efforts to correct any material performance problem brought to its attention as quickly as possible and may suspend operation as necessary pending such correction. Except in circumstances such as force majeure, planned downtime, brief outages, or circumstances beyond SPIE's control, should SPIE be unable to fulfill the terms of this Agreement, SPIE will compensate the Subscriber for disruption of service by refunding a proportion of the Subscription Fee corresponding to the duration of the service disruption.

## 11. ARCHIVAL RIGHTS OF SUBSCRIBER

SPIE employs commonly used means to archive all electronic information that it publishes. Upon termination of the Agreement, Subscriber is entitled to receive, on request, post-cancellation access via the SPIE Digital Library platform, to content published during their paid subscription term(s). The definition of Authorized Users and allowed and prohibited uses as specified in this agreement also apply to the use of the archive. Upon termination of a subscription for whatever reason, no additional service is provided by SPIE.

SPIE also engages Portico to maintain an archive of the Licensed Material for long-term preservation, and provided the Subscriber is a member of Portico, permits

Authorized Users to access such archive after termination of this Agreement.

## 12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

SPIE warrants that it is entitled to grant the licenses granted in this Agreement, and is authorized to execute this Agreement. SPIE MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIAL, INCLUDING THE QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SPIE 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 THE SPIE DIGITAL LIBRARY, SPIE'S PERFORMANCE UNDER THIS AGREEMENT, TERMINATION OF THIS AGREEMENT BY SPIE OR THE LOSS OF DATA, BUSINESS OR GOODWILL, EVEN IF SPIE IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF SPIE FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF USE OF THE SERVICE OR LICENSED MATERIALS, OR ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO SPIE FOR THE SPIE DIGITAL LIBRARY SUBSCRIPTION, 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 SPIE unless suit is filed thereon within one (1) year after the event giving rise to the claim.

## 13. WAIVERS

The failure of SPIE to exercise any right provided for or the waiver of any provision of this Agreement shall not prevent subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other, provision of this Agreement.

## 14. GENERAL

This Agreement constitutes the entire agreement between SPIE and Subscriber and supersedes any prior communication or agreement between the parties with respect to the subject matter hereof. This Agreement may be amended only in writing and signed by both Parties.

SPIE and the Subscriber agree that the specific details of this Agreement are confidential and may not be disclosed to third parties without the prior written consent of the other party.

The Subscriber must pay any applicable taxes, including but not limited to any value added taxes, sales taxes, and import taxes, arising out of the Subscriber's use of the SPIE Digital Library, the Licensed Material, and/or the rights granted under this Agreement.

The Subscriber may not assign or transfer its rights under this Agreement. The provisions of Sections 5, 9, 10, 11, 12, and 13 herein shall survive any expiration or termination of this Agreement.

This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Any dispute arising in connection with this Agreement or a breach thereof, shall, in the absence of an amicable solution by the parties, be resolved under the exclusive jurisdiction of the courts of the State of Washington.