

**U.S. Army Corps of Engineers
Protective Design Center
Request for Access to PDC Web Site**

Section I: Licensee Information

1. Organization		7. Registered with DLA Form 2345	<input type="radio"/> Yes <input type="radio"/> No
2. Job Title/Position:	8. Address		
3. Name			
4. Phone			
5. E-mail			
6. U.S. Citizenship	<input type="radio"/> Yes <input type="radio"/> No		

Section II: Contract Information

9. U.S. Government Agency			
10. Nature and Purpose of the Project			
11a. Contract Number		11b. Contract Expiration	
12. Contracting Office:			
13. Name			
14. Phone			
15. E-mail			

Section III: Government Sponsor (POC) Approval

16. Government Sponsor:			
17. Name			
18. Phone			
19. E-mail			

20. Sponsors Signature:	21. Date:

By signing above, I certify that the contract information is correct and current

Section IV: Registrant's Signature and Acceptance of Terms, Policies and Restrictions

22. Requestors Signature:	23. Date:

By signing above, I accept the terms of the PDC License Agreement which is applicable to all tools and web access.

Section V: Security Officer or Supervisor Signature

24. Registrant's Security Officer or Supervisor Verification Signature:	25. Date:

(Printed name, Signature, Title, Phone and email)

Note: Also initial and date Section VI and VII (below and on the separate page)

Section VI Protective Design Center License Agreement

_____ Initial and Date

Section VII Protective Design Center Web Site Policy and Terms

_____ Initial and Date

Registrant - Fill out Sections I, II, IV. Read License agreement, and web site policy Initial Sections VI and VII

Government Sponser - Confirm that all information is correct and Sign Section III if you approve this request

Government Sponser - When completed email scanned copy to : PDC.web@usace.army.mil or FAX to (402)995-2388

Section I: Licensee Information

1. Organization – Name of the company you work for
2. Job Title/Position – Your title or position in the company
3. Name – Your First name, MI, Last name
4. Phone – Your country code, area code, phone number
5. Email – Your email address for the company you work for
6. U.S. Citizen – Yes or No
7. DLA Approval: Has your company received notice of approval from DLA (Form #2345), include this approval notice. URL to DLA Web site <http://www.dlis.dla.mil/jcp/>
8. Address - Organization Address

Section II: Contract Information

9. U.S. Government Agency – Name of U.S. Government Agency owning the contract?
10. Nature and Purpose of the Project – Brief description
11. Contract
 - a. Contract Number – Number provided by the U.S. Government Agency
 - b. Contract Expiration Date
12. Contracting Office – Office symbol
13. Name - First name, MI, Last name of the Government Agency Contracting Officer
14. Phone – country code, area code, phone number of the Contracting Officer
15. Email – email address of the Contracting Officer

Section III: Government Sponsor (POC) Approval (Project Manager, Engineer)

16. Government Sponsor – Name of the U.S. Government Agency involved with the project
17. Name - First name, MI, Last name of the Government Sponsor
18. Phone - country code, area code, phone number of the Government Sponsor
19. Email - email address of the Government Sponsor
20. Sponsors Signature
21. Date – Date at time of signature

Section IV: Registrant's Signature and Acceptance of Terms, Policies and Restrictions

22. Signature - Your Signature
23. Date – Date at time of signature

Section V: Security Officer or Supervisor Verification Signature

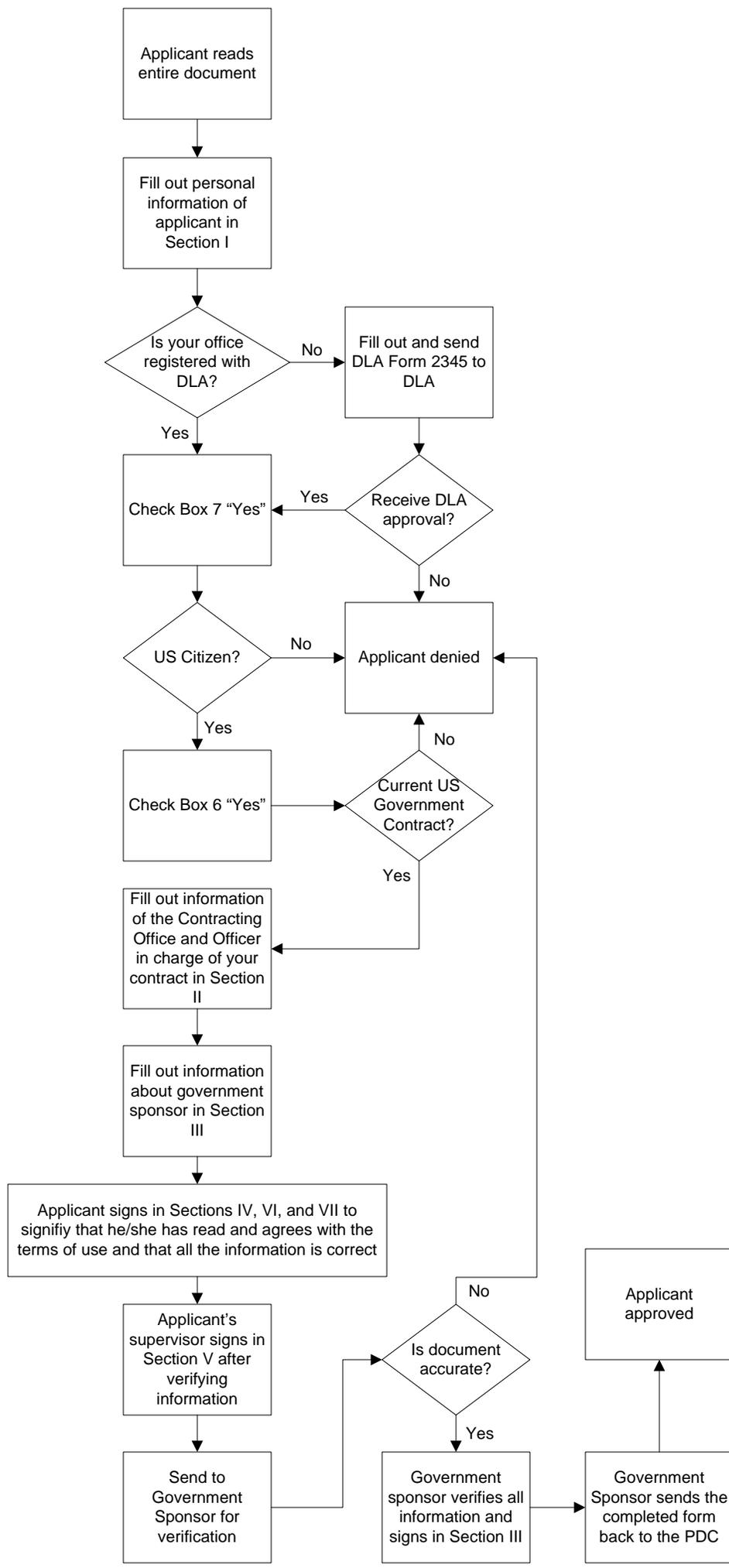
24. Signature Block – Include printed name, signature, title, phone and email address.
25. Date – Date at time of signature

Section VI: Protective Design Center License Terms and Policy

26. Initial and date agreement

Section VII: Protective Design Center Web Site Terms and Policy

27. Initial and date agreement



Applicant reads entire document

Fill out personal information of applicant in Section I

Is your office registered with DLA?

No

Fill out and send DLA Form 2345 to DLA

Yes

Check Box 7 "Yes"

Yes

Receive DLA approval?

No

No

Applicant denied

Yes

US Citizen?

Check Box 6 "Yes"

Current US Government Contract?

Yes

Fill out information of the Contracting Office and Officer in charge of your contract in Section II

Fill out information about government sponsor in Section III

Applicant signs in Sections IV, VI, and VII to signify that he/she has read and agrees with the terms of use and that all the information is correct

Applicant's supervisor signs in Section V after verifying information

Send to Government Sponsor for verification

No

Is document accurate?

Yes

Government sponsor verifies all information and signs in Section III

Applicant approved

Government Sponsor sends the completed form back to the PDC

Section VI : Protective Design Center License Agreement

1. Background. In the course of executing its mission, the USACE Protective Design Center has developed computer programs, data files, and associated documentation (Data) which may be provided in either electronic or printed form. Licensee wishes to use certain Data in connection with existing U.S. Government contract activities.
2. License. USACE grants to Licensee a no-cost, nontransferable license to use specific Data and optional USACE Protective Design Center Tools.
3. Software. USACE Protective Design Center may, at its option, deliver the software via internet, on a compact disk or other media. Licensee will accept the program "as delivered." USACE Protective Design Center will provide maintenance and assistance with installation, debugging and improvements, subject to available support. Users of this software expressly acknowledge and agree that use of the software is at their sole risk. The software and related documentation are provided "as is" and without warranty of any kind and the Government expressly disclaim all warranties, express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Government does not warrant that the functions contained in the software will meet your requirements, or that the operation of the software will be error free, or that defects in the software will be corrected. Furthermore, the government makes no warranty or representation regarding the use or results of the use of the software or related documentation in terms of their correctness, accuracy, reliability, or otherwise.
4. Limitations. The Data is provided "as is", without warranty either expressed or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose, as to the subject matter of this Agreement. Neither USACE Protective Design Center nor the United States Government (Government) is liable or responsible for maintenance, updating, or correcting any errors in any materials provided. In no event will USACE Protective Design Center or the Government be liable for any loss or for any indirect, special, punitive, exemplary, incidental or consequential damages arising from use, possession, or performance of the Data by the Licensee.
5. Use Restrictions (government in-house). Licensee shall not knowingly duplicate, disclose, or otherwise make available the Data or any support material to any entity without the prior agreement with USACE Protective Design Center. Licensee may, however, disclose the Data and associated material to its employees, fellow faculty or students, or related government organizations to the extent reasonably necessary for the use of the Data. These related government organizations will also abide by the terms of the license. USACE Protective Design Center will be credited should the Data be used in any form in any product or written about in any publication. USACE Protective Design Center will be referenced as the original source in any advertisements. Licensee will be responsible for compliance with any proscriptions on foreign disclosure of the released Data.
6. Use Restrictions (contractor or non-government). The Data is supplied solely for the use of Licensee for preparing proposals for a U.S. Government entity, or executing a contract for a U.S. Government entity. The name of the agency, RFP number, contract number, Government point of contact, as available, will be provided with the license application. Licensee shall not knowingly duplicate, disclose, or otherwise make available the Data or any support material to any entity including a sponsoring Government entity without the prior written consent of USACE Protective Design Center. Licensee may, however, disclose the Data and associated material to its employees, subcontractors, or collaborative researchers to the extent reasonably necessary for the use of the Data. Subcontractors or collaborative academic research institutions will be required to be parties to and sign this agreement. USACE Protective Design Center will be credited should the Data be used in any form in any product or written about in any publication. USACE Protective Design Center will be referenced as the Original source in any advertisements.
7. Distribution and Use Restrictions. Licensee will be responsible for compliance with any proscriptions on distribution and foreign disclosure of the released Data. All Distribution Statement C Data (software, data, documents) are for use by U.S. citizens only and shall not be used or released to foreign nationals. This Data may not under any circumstances be distributed outside your organization, or provide to non-U.S. citizens in your organization.
8. Security. Licensee is not entitled to any Data that are subject to national defense security classification or proprietary rights of others. Licensee will promptly report the discovery of any such restricted Data to the release approving authority below, and will follow all instructions concerning the use, safeguarding, or return of such Data. Licensee will not copy, or make future study or use of, any released Data found to be subject to the restrictions contained herein.
9. Assignment. This License may not be assigned, sublicensed or otherwise transferred by Licensee without prior written consent of USACE Protective Design Center.
10. Improvements. Licensee guarantees that the Data and/or any modified versions thereof, will not be published for profit, offered for sale, used to execute a contract for any Government entity without prior written permission from USACE Protective Design Center. If the Data is modified or enhanced using Government funds, the Government will own the results and the terms of this agreement will automatically include such modifications or improvements. If the Data is used in contracts with the Government (with USACE Protective Design Center permission), no development charge may be made as part of its use. The Licensee can propose non-government funded improvements to the Data as long as suitable agreements are made with the Government and the party with commercialization rights to the Data. The Government may elect to continue a Government version excluding the non-government funded improvements or negotiate license terms for the improvements.
11. Term. Your account category allows for license duration of 24 months (US Federal Government). If the Data is used in-house by a government organization, the term is 2 years; for an academic institution for non-commercial research, the term is 6 months. If the Data is for preparing proposals or other Government solicitations, then the term of this agreement is six months. If the Data is required by a contractor for executing a U.S. Government contract, then the term of this agreement is for the term of the contract. At the end of the agreement, the Licensee must either return the Data and all backups, destroy all the Data and backups, or extend the term of the license. Platforms will be returned to USACE Protective Design Center. This also applies to any subcontractors.
12. The licensee for access to USACE Protective Design Center Tools has reviewed the System Rules of Behavior for information systems technology and security that provides information on Federal regulations, user responsibilities, computer security policies and procedures, and the consequences of behavior not consistent with the rules. The licensee agrees to read the rules in their entirety and recognizes that it is their responsibility to ensure that they will comply with the computer security policies and procedures described in the System Rules of Behavior document. The licensee's Signature in Section III of the Request for Software, Weather Account and License Agreement Form means the licensee agrees to the terms, provisions, and guidelines of the System Rules of Behavior document.
13. General. This Agreement constitutes the entire Agreement between USACE Protective Design Center and Licensee and supersedes all previous dealings regarding this subject matter. Neither party may waive any of its rights in this Agreement except in writing. A failure to assert any right, under this Agreement shall not be deemed a waiver of any rights. This Agreement will be governed by the laws of the United States of America.

_____ Initial and Date

Section VII: Protective Design Center Web Site Terms and Policy

1. Information presented on public pages of the PDC website is considered public information unless otherwise marked and may be distributed or copied unless otherwise specified. Use of appropriate byline credits is requested.
2. Restricted web pages on this system are to be treated as "For Official Use Only" and are not to be considered public information.
3. For site management, information is collected for statistical purposes. This government computer system uses software programs to create summary statistics, which are used for such purposes as assessing what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas.
4. For site security purposes and to ensure that this service remains available to all users, this government computer system employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.
5. Except for authorized law enforcement investigations, no other attempts are made to identify individual users or their usage habits. Raw data logs are used for no other purposes and are scheduled for regular destruction in accordance with National Archives and Records Administration guidelines.
6. Unauthorized attempts to upload information or change information on this service are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act.
7. Cookie Disclaimer - The PDC website does not use persistent cookies (persistent tokens that pass information back and forth from the client machine to the server). This website may use session cookies (tokens that remain active only until you close your browser) in order to make the site easier to use. The Department of Defense DOES NOT keep a database of information obtained from these cookies. You can choose not to accept these cookies and still use the site, but it may take you longer to fill out the same information repeatedly and clicking on the banners will not take you to the correct link. Refer to the help information in your browser software for instructions on how to disable cookies.

_____ Initial and Date