

American Association for Cancer Research (AACR)

Site License Agreement for AACR Journals

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Each party shall use reasonable efforts to safeguard intellectual property, confidential information and proprietary rights of the other party. In particular, but without limitation, all terms and conditions of this License Agreement, which are specific to the Agreement between the parties, shall be kept strictly confidential.

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This Agreement will continue through the end of the subscription year, which is usually but not always the end of the calendar year, and will remain in effect for subsequent subscription years if renewed by the Licensee. If renewal payment for the Licensed Materials is not received within 30 days of the end of the subscription year, access to the Licensed Materials will be discontinued. Yearly renewals and rates will be confirmed by an addendum to this Agreement. The AACR reserves the right to modify the terms of this Agreement for a renewal period upon 60 days notice to the Licensee. Either party may terminate this Agreement as of the end of any subscription year by providing 30 days written or electronic notice to the other party.

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If either party is in material violation of any term in the Agreement, the other party will send written or electronic notice of the breach. If the breach is not remedied to the non-violating party's reasonable satisfaction within 7 working days, and if the parties do not agree to extend the remedy period, then the non-violating party may terminate this Agreement effective immediately upon written or electronic notice. Repeated or ongoing episodes of unauthorized use under Section 5, above, will be deemed a material breach of this Agreement by the Licensee. In the event that this Agreement is terminated due to a material breach by the Licensee, no refund of access fees will be made.

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13. General

This Agreement constitutes the entire understanding of the AACR and the Licensee as to its subject matter and may not be modified without the express written consent of both parties, except that the AACR reserves the right to change the title of any journal in the list of Licensed Materials in *Attachment A* by providing written or electronic notice of the changes to Licensee.

The Licensee may not assign or transfer its rights under this Agreement.

This Agreement will be governed by the laws of the Commonwealth of Pennsylvania, and venue shall be in the courts of competent jurisdiction located in Pennsylvania.

The American Association for Cancer Research the AACR, is committed to ensuring equal employment opportunity. All employment decisions, policies and practices are in accordance with applicable federal, state and local anti-discrimination laws.

The AACR will not engage in or tolerate unlawful discrimination (including any form of unlawful harassment or retaliation) on account of a person's sex, pregnancy, age, race, color, religion, creed, national origin, ancestry, citizenship, immigrant status, military status, veteran's status, disability, handicap, atypical heredity cellular or blood trait, genetic information, sexual orientation, gender identity, marital status, family status, domestic partner or civil union status or membership in any other protected group.

For example, and by way of illustration only, the AACR will not unlawfully consider an individual's membership in any protected group as defined above with regard to: interviewing, hiring, compensation, benefits, training, assignments, evaluations, coaching, promotions, discipline, discharge and layoffs.

The AACR's policy on equal employment opportunity supports and is consistent with its commitment to enhancing diversity and inclusiveness. Diversity means not only membership in the various "protected groups" identified above but also diversity in experience, perspective, ideas, style and contacts. We believe that we are much stronger as a result of the richness of our diversity and strive to ensure that we have policies and practices which are respectful of diversity and promote inclusion.

In addition, the AACR complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, compensation and training.

Compliance with Laws: In carrying out the purpose of this Agreement, each of the Association and Licensee agrees that its activities will be conducted in compliance with all relevant laws and regulations in force at the United States federal, state and local levels.

If any provision of this Agreement is held void or unenforceable, the remaining provisions shall remain in full force and effect and shall be read as if the void or unenforceable provisions had been omitted originally.

ACCEPTED:

Licensee _____ Date: _____

Authorized Licensee Signature: _____ Date: _____

Title: _____

Print Name of Authorized Signer: _____

Accepted by the AACR: _____ Date: _____

Christine Rullo
Publisher/Publishing Division Head
American Association for Cancer Research
615 Chestnut Street, 17th Floor
Philadelphia, PA 19106

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Attachment A

This Agreement covers the following Licensed Materials:

AACR Comprehensive Cancer Collection, consisting of

Cancer Research

Clinical Cancer Research

Cancer Epidemiology Biomarkers & Prevention

Cancer Prevention Research

Molecular Cancer Therapeutics

Molecular Cancer Research

Cancer Discovery

Cancer Immunology Research

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