

American Association for Cancer Research (AACR)

Site License Agreement for AACR Journals

This Site License Agreement is made effective as of January 1, 2019 between the American Association for Cancer Research (AACR), 615 Chestnut Street, Floor 17, Philadelphia, PA 19106-4404, hereinafter the AACR, and _____, hereinafter Licensee.

1. Agreement

This Site License (the Agreement) between the AACR and the Licensee grants a non-exclusive, revocable, non-transferable License to access the Licensed Materials according to the terms and conditions set forth in this Agreement.

2. Definitions

Licensed Materials: One or more scholarly journals in electronic form that are owned and copyrighted by the AACR and that are distributed on the World Wide Web through HighWire Press at the order of the AACR. The specific Licensed Materials covered by this Agreement are listed in *Attachment A*.

Authorized Users: Full-time and part-time employees, students, and staff of the Licensee who have been given authorized access to the Secure Network of the Licensee.

Authorized Sites: Only those sites listed in the *Attachment B* to this Agreement and that can be identified by the Internet Protocol (IP) addresses provided to the AACR at the time of execution of this Agreement.

Commercial Use: Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sales, resale, loan, transfer, hire or other form of exploitation of the Licensed materials.

Secure Network: A network that is only accessible to Authorized Users approved by the Licensee and whose identities are authenticated at the time of login and whose conduct is subject to review and regulation by the Licensee. Such secure networks may include proxy servers maintained and controlled by the Licensee.

3. Copyright

The Licensed Materials are owned by the AACR and are protected by federal copyright and trademark laws and applicable international authorities. The Licensee acknowledges that its use of or access to the Licensed Materials does not confer on it any ownership rights or other proprietary interest therein.

4. Authorized Uses

The Licensee may make the Licensed Materials available to Authorized Users only through a Secure Network.

Licensee may provide single printed or electronic copies of single articles at the request of individual Authorized Users.

The Licensed Materials may be used for purposes of research, education, or other non-Commercial Use, including the following:

Display: Licensee and Authorized Users have the right to electronically display the Licensed Materials.

Digitally Copy: Authorized Users may download and digitally copy portions of the Licensed Materials for personal use only, except that downloading of entire issues of any of the AACR journals is not permitted.

Print Copy: Authorized Users may print portions of the Licensed Materials for personal use only, except that printing of entire issues of any of the AACR journals is not permitted.

Authorized users may print and supply hard copy extracts of material as required by law, court order or an government or regulatory authority as may be required to support and patent or trademark application. Copies supplied under this provision must carry without modification Copyright notices or other notices related to Intellectual Property already incorporated in the Licensed Materials.

5. Unauthorized Uses

Except as provided under Authorized Uses above, the Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Licensee shall not modify, translate, the Licensed Materials without the written permission of the AACR.

Licensee may not download, mount or create a derivative work of the Licensed Materials on any system or network, including, without limitation the internet and the World Wide Web.

Licensee may not systematically make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than as expressly permitted by this License.

Licensee may not publish, distribute or make available the Licensed Materials, works based on the Licensed Material or works which combine them with any other material, other than as permitted in this License.

Licensee shall not modify, remove, or obscure any copyright notices or other notices included in the Licensed Materials.

Licensee may not alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen to Authorized users. For the avoidance of doubt, no alteration of the words or their order is permitted.

Licensee may not use the Licensed Materials for Commercial Use purposes, including but not limited to sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

Licensee is prohibited from making agreements for access to the Licensed Materials with individuals, organizations, vendors, affiliates or partners which are not departments of the Licensee. Licensee affirms that all IP addresses are specifically controlled by Licensee for workstations/computers under its administrative control and for the use of Authorized Users. Licensee is responsible for maintaining the list of IP addresses of all Authorized Users.

6. Site License Fees

The Licensee agrees to pay the annual access fee of _____ USD for a site license from the period January 1, 2019 to December 31, 2019 for the Licensed Materials listed in *Attachment A*. The access fee must be paid before access to the Licensed Materials will be activated, unless otherwise agreed to in writing by the AACR.

7. Obligations of Licensee

Unless agreed to by the AACR, the Licensee will not increase the number of Authorized Users nor Authorized Sites beyond the number represented to the AACR at the time of execution of this Agreement.

Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement, including any limitations on access or use of the Licensed Materials as set forth in the Agreement.

Licensee shall make reasonable efforts to prevent Unauthorized Uses of the Licensed Materials.

8. Obligations of the AACR

COUNTER 4 Usage reports are available upon request.

The AACR currently provides open, free electronic access to back issues of AACR journals, starting 12 months after publication of a journal issue. Should the Licensee cancel or fail to renew a site license, the Licensee will continue to have access to those journals from the purchased AACR Journals published during the license period in question. AACR makes the commitment to enable our institutional subscribers to have perpetual access to the journal content subscribed to, or to which they have previously subscribed.

9. Mutual Obligations

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.

10. Term and Renewal

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.

11. Termination for Breach

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.

12. Warranties and Disclaimer

The AACR warrants that it is the owner of the Licensed Material or that it has secured permission to use any copyrighted material in the Licensed Materials; that the Licensed Materials do not infringe any copyright or other proprietary or intellectual property rights of others; and that it is entitled to grant the licenses to which this Agreement applies. The AACR makes no other representations or warranties of any kind, express or implied.

The AACR has made, and will continue to make, good faith efforts to assure that the Licensed Materials are accurate and complete, but it does not warrant their accuracy or completeness, or their merchantability or fitness for a particular purpose.

Licensee will be permitted to access the Licensed Materials at any time. The AACR will make reasonable efforts to assure that its vendor will provide continuous access to the Licensed Materials and correct any performance problem brought to its attention, but the AACR will not be liable for any delay, interruption, down time, or other failure of performance. Likewise, the AACR will not be liable to Licensee for any loss or damage (incidental, consequential, punitive, or otherwise) arising out of the use of, or the inability to use, the Licensed Materials.

The Licensee assumes sole responsibility for all use of the Licensed Materials and agrees to indemnify and hold the AACR harmless from any claim, liability, or loss arising from their unauthorized use.

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, Vice President, Scientific Publications
American Association for Cancer Research
615 Chestnut Street, 17th Floor
Philadelphia, PA 19106

DRAFT

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

DRAFT

