



Licensing Agreement between the Association of Nurses in AIDS Care (ANAC) and _____ for ONE(1) TIME Electronic Usage of ANAC Mailing/Membership List

This LICENSING AGREEMENT is entered into by and between the Association of Nurses in AIDS Care (ANAC) (“Licensor”) and _____, (“Licensee”), for the licensed use of ANAC’s Mailing/Membership List by Licensee.

Terms of Agreement and Conditions of Authorization:

1. Licensee, a for-profit non-profit (check one) company, and Licensor agree that Licensee may obtain Licensor’s Mailing/Membership List via electronic form ONE (1) time(s) in exchange for a one-time bulk payment of One Thousand Dollars (\$1000), payable prior to Licensor’s release to Licensee of the first list. Said Mailing/Membership List shall be released to the below-noted identified individual within ten (10) business days of receipt of payment in full.

Identified Individual Name: _____

Identified Individual E-mail Address: _____

2. A one-time use of the Licensor’s Mailing/Membership List is One Thousand Dollars (\$1000). For a partial listing by state, the cost is Three Hundred Dollars (\$300) for the first state, and One Hundred Dollars (\$100) per additional state thereafter. If renting by state, list the chosen states here: _____.
3. The Licensor’s Mailing/Membership List is sorted in zip/postal code order and is provided in Microsoft Excel format.
4. Licensee is granted a limited, non-exclusive license to use Licensor’s Mailing/Membership List. Such use is not to be used for market research, fund raising, promotion or solicitation of Licensor’s members unless Licensor determines that such use would fulfill the mission of ANAC and/or its membership.
5. The items to be included in the electronic format is the name, primary mailing address, city, state and zip code of current members of the Association of Nurses in AIDS Care. Phone numbers and/or email addresses are not available for rental.

Licensor requests ALL ANAC MEMBERS or US ANAC MEMBERS ONLY

6. Licensee agrees that the Mailing/Membership List shall be used only in the manner described by Licensee below. When Licensee has completed its one-time use of the Licensor’s Mailing/Membership List, Licensee shall destroy lists and any electronic files and/or media containing Licensor’s Mailing/Membership List.
7. No part of the list may be further distributed to any person, company, entity or otherwise, in any manner.
8. Licensor is not responsible for and does not warrant the accuracy or completeness of the Mailing/Membership List.

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9. In no event shall Licensor be responsible for any direct, indirect, special or consequential damages, even if the Licensor is informed about their possible existence, resulting from the acquisition, use or non-use of Licensor's Mailing/Membership List.
10. Licensee agrees to indemnify and hold Licensor, its employees and agents, harmless for any damages or claims arising out of Licensee's performance or lack thereof resulting from the attainment of the Mailing/Membership List.
11. Licensor retains ultimate authority over the use of Licensor's Mailing/Membership List, including but not limited to copyright and/or trademark protections. Licensee agrees to immediately cease and desist its use of Licensor's Mailing/Membership List upon Licensor's request when such request is based on Licensor's determination that the Licensee has or may bring legal action against Licensor or if Licensor reasonably believes that Licensee has used the Licensor's Mailing/Membership List inappropriately or in violation of this Agreement.
12. Any mention of ANAC will be accompanied by the phrase "*Use of this list does not imply the Association of Nurses in AIDS Care endorsement,*" unless the activity is accredited by ANAC for continuing education. In this case, the required ANAC accreditation statement must be used.
13. **A sample mailing piece MUST accompany this order form each time it is to be used (electronic format is acceptable) and be approved in writing by ANAC prior to such mailing being sent to any person on the ANAC mailing list**
14. This Agreement must be signed by a person authorized to bind the Licensee. This Agreement may be signed electronically under the laws of Ohio. Upon completion of signature, send this Agreement along with sample mailing piece back to Licensor via postal mail at the address below with a check, money order or credit card payment, fax to (330) 670-0109 with credit card payment, or complete the payment information below and email to the National Office at anac@anacnet.org. PLEASE NOTE: EMAILING CREDIT CARD INFORMATION IS NOT SECURE. **Purchase orders are not acceptable, no exceptions.**
15. If Licensee has purchased more than one Mailing/Membership List, Licensee agrees it will fax or email a copy of this contract to ANAC at 330-670-0109 or anac@anacnet.org **with the title of the item for which the list is to be used** and Licensor agrees to e-mail an updated list within ten (10) business days to the designated recipient identified by Licensor above.
16. This Agreement is governed by Ohio law. This Agreement does not automatically renew upon fulfillment of the terms. If either party wishes to extend this agreement, a new agreement must be drafted, signed and payment made prior to use of the Licensor's Mailing/Membership List.
17. Neither party may modify this Agreement without written consent of the other party.
18. Either party may modify this Agreement only with the written consent of the other party.
19. If either party breaches this Agreement, the breaching party will pay the other party's reasonable attorney fees and court costs.
20. This Agreement is separable. If any provision of this Agreement is declared void or invalid by any court, all other provisions remain binding.

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21. This Agreement is the complete understanding of the parties. Any promise or condition not contained in this Agreement is not binding on the parties.

Please indicate the type of mailing/use each list will be used for and the approximate date the list will be needed:

Title of Program for which List will be used	List Needed by Date:	Date Delivered by:

AGREEMENT: “I agree that this list is for a **one-time use only per list paid**. I agree that this list shall be used only to send material submitted for review and approved by ANAC for the mailing(s) specified above. I understand that review and approval by ANAC must occur prior to the release of the list to me or my authorized agent. I agree that a separate order form must be submitted and materials referenced on it must be reviewed and approved by ANAC prior to additional use(s) of the list. I agree that neither the list in full or in part will be duplicated, redistributed, reused, transferred or otherwise utilized under any circumstances in any form or format (including, but not limited to, electronic or hard copy format) without written authorization from ANAC. I understand that list orders are seeded with decoy names to detect unauthorized uses. If unauthorized use is detected, I understand that I will pay as liquidated damages, not as punitive damages, Ten Thousand Dollars (\$10,000), and may be subject to other legal action. I understand that orders cancelled prior to the date of mailing are subject to a fifty dollar (\$50) cancellation fee plus running and material charges, if any. I understand that all orders are payable prior to the release of the list. I understand that if emailing my credit card information, ANAC is not responsible for any misappropriation of the information en route. I agree to abide by all conditions of usage that appear in this contract for authorization to use the ANAC membership list. I have the authority to bind Licensee as a party to this contract and its terms.

I understand that this form may be signed electronically. By signing electronically, I agree to the terms of this Contract as well as my understanding of the responsibilities of use of the ANAC mailing list. I have signed below by entering my first and last name preceded and followed by the letter “s,” followed by and ended with a forward slash (/) symbol (example: s/Jane Smith/). By signing in this manner, I understand that my signature operates the same way as an original written on paper.

Signature

Date

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Printed Name

Name of Licensee, if different

Credit Card Number

Expiration Date

CVV#

Billing Street Address

City

State

Zip Code