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## License Agreement

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This Mailing List License Agreement (this "Agreement"), made as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), sets forth the terms conditions with Association for Clinical Research Professionals ("ACRP"), a 501(c)(3), nonprofit organization, and by which the entity named in the signature line below ("Licensee") agrees to receive a limited right to use the ACRP membership mailing list on a **one-time use basis**. Licensee and ACRP are each a "party," and together, the "parties" to this Agreement.

License. ACRP's activities are predicated upon the goodwill and help of its members, industry sponsors, contractors, and consultants, and depend largely on ACRP's ability to generate sustaining income from activities, such as non-exclusive licensing of ACRP's list of its current, active members ("ACRP List"). Subject to the terms and conditions of this Agreement, ACRP hereby grants to Licensee, and Licensee hereby accepts from ACRP, a non-exclusive, non-transferable, non-sublicenseable, and limited right and license to use the ACRP List on a **one-time, single distribution basis**. Licensee must seek ACRP's prior approval of the purpose for which Licensee wishes to use the ACRP List, and acknowledges that ACRP may withhold its approval for any reason, including, without limitation, conflict of interest. ACRP approval will be provided to the address for Licensee provided below within five (5) business days of receipt of Licensee's executed copy of this (unmodified) Agreement and after receipt of payment and completion by Licensee of the mailing list application form found online at [www.acrpnet.org](http://www.acrpnet.org).

Licensee's Obligations. Notwithstanding any ACRP approval, Licensee agrees to use the ACRP List in a manner that reflects favorably at all times on the good name, goodwill, and reputation of ACRP and avoid deceptive, misleading, or unethical practices that are or might be detrimental to ACRP, its members, or the public. Licensee shall make no claims that its use of the ACRP List is in any way endorsed by ACRP. Licensee shall also make no use of ACRP's name or trademarks without ACRP's prior, separate written consent. Further, Licensee agrees to comply with all laws and regulations, including, without limitation, SPAM and privacy laws, applicable to Licensee's performance under this Agreement and Licensee's use of the ACRP List.

Fee. Licensee agrees to bear all costs and expenses associated with use of the ACRP List. Further, Licensee agrees to pay ACRP the following nonrefundable fee for use of the ACRP List: The greater of \$350 or \$50 flat fee + \$.25 per name in the ACRP List. Upon receipt of a signed copy of this Agreement and completion of the mailing list application form, ACRP will provide along with any approval, the designated fee for the ACRP List (in accordance with the foregoing). Licensee shall be required to pay ACRP the fee in advance. Payment shall be made to the ACRP address below, and the ACRP List will be provided to Licensee upon ACRP's receipt of the applicable payment.

Proprietary Rights. Licensee acknowledges and agrees that as between Licensee and ACRP, ACRP shall own or hold on an exclusive basis, as permitted by applicable law and subject to any privacy rights owed to an individual, all right, title, and interest anywhere in the world, including all intellectual property and proprietary rights, in and to the ACRP List. ACRP reserves all rights, title, and interests to its intellectual property, technology, and other property and materials. Accordingly, no right is granted by ACRP to use the ACRP List to extract data, for telephone solicitation, more than one time, or for any purpose other than as reflected in Licensee's mailing list application form. Further, except for use of the ACRP List approved by ACRP, the ACRP List shall otherwise be treated and maintained by Licensee in a confidential manner.

Warranty and Disclaimer. Each party represents and warrants that it has all the necessary power and authority to execute, deliver, and perform its obligations under this Agreement, which, for the purposes of ACRP, shall include ACRP having the necessary rights to make the ACRP List available in accordance with this Agreement. EXCEPT FOR THE FOREGOING, THE ACRP LIST IS PROVIDED AS-IS AND AS-AVAILABLE. ACRP HEREBY DISCLAIMS ANY AND ALL OTHER EXPRESS OR



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IMPLIED WARRANTIES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY REGARDING ACCURACY, OUTCOME, COMPLETENESS, RIGHTS, OR RESULTS.

**Limitation of Liability.** IN NO EVENT SHALL ACRP BE LIABLE TO LICENSEE FOR LOST PROFITS OR ANY OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, THE MAXIMUM LIABILITY OF ACRP TO LICENSEE SHALL NOT EXCEED THE AMOUNT PAID TO ACRP IN ACCORDANCE WITH THIS AGREEMENT.

**Indemnification.** Licensee shall indemnify, defend, and hold ACRP harmless for and from any claims, demands, liabilities, losses, damages, judgments, including costs and expenses related thereto (including reasonable attorneys' fees), to the extent resulting from any breach by Licensee of this Agreement or from Licensee's use of the ACRP List. In the event that ACRP is required to respond to any claim, demand or proceeding ("Demand") for which Licensee is required to indemnify under this section, Licensee will respond and defend against such Demand upon the receipt of notice from ACRP. ACRP agrees to (i) promptly notify Licensee in writing of any indemnifiable Demand; and (ii) reasonably give Licensee the opportunity to (y) defend or negotiate a settlement of any such Demand at Licensee's expense, and (z) cooperate reasonably with Licensee, at Licensee's expense, in defending or settling such Demand. However, at ACRP's option and, at a minimum, in the event Licensee fails to defend ACRP when required under this section, Licensee will reimburse ACRP for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by ACRP in ACRP's defense or settlement of a Demand. In such event, ACRP may defend or represent itself with counsel of its choosing. Notwithstanding anything contained herein to the contrary, Licensee will not consent to the entry of a judgment or enter into a settlement which either (1) does not include an unconditional release of ACRP by the claimant for all liabilities with respect to the Demand, or (2) otherwise adversely affects the rights of ACRP, without ACRP's consent, which shall not be unreasonably withheld. This obligation shall survive the termination of this Agreement.

**Term & Termination.** This Agreement shall commence as of the Effective Date and continue for three months following notice of approval by ACRP or use of the ACRP List as permitted herein, whichever is earlier, unless terminated in accordance with the provisions of this Agreement. Either party may terminate this Agreement with or without cause upon providing the other party written notice thereof. Upon termination or expiration of this Agreement, (i) all rights and licenses granted to Licensee hereunder shall immediately terminate, including, without limitation, following approval by ACRP and prior to use by Licensee of the ACRP List if for breach by Licensee of this Agreement; and (ii) Licensee shall immediately return to ACRP or destroy the ACRP List and any copies or portions thereof. Violation by Licensee of any of the terms of this Agreement shall be a breach hereof and grounds for any other rights or remedies available to ACRP at law or in equity. In particular, Licensee acknowledges and agrees, and without limitation of any other right or remedy available to ACRP, that violation of this Agreement and misuse of the ACRP List will give rise to damages equal to Ten Thousand Dollars plus attorneys fees and costs incurred by ACRP to collect such fee or obtain a final judgement or arbitration determination. In the event Licensee challenges the applicability or efficacy of this provision or if this provision is held to be void or unenforceable for any reason, Licensee acknowledges and agrees that ACRP shall be entitled to any and all damages and remedies otherwise provided at law or in equity, including attorneys' fees.

**Miscellaneous.** Licensee shall not assign, delegate, or otherwise transfer any part of its rights, duties, or other interests under this Agreement (collectively, "Assignment"), without ACRP's prior written consent. Any attempt to make an Assignment in violation of this provision shall be a material default under this Agreement, and any Assignment in violation of this provision shall be null and void. This Agreement and performance hereunder shall be governed by the laws of the Commonwealth of Virginia without regard to conflicts of law. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.



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The waiver or failure of any party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder. All waivers must be in writing, signed by the party granting the waiver. The parties shall at all times be independent contractors with respect to each other in carrying out this Agreement, and nothing herein renders them partners, joint venturers, agents, or employer and employee. Licensee shall not have the right or power, express or implied, to bind or enter into transactions on behalf of ACRP. Headings used in this Agreement are for reference only. This Agreement may be executed by the parties in counterparts, including facsimile counterparts, all of which, when taken together, shall constitute one fully signed original. This Agreement constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges any prior understandings, statements, or negotiations between the parties, whether oral or otherwise. This Agreement may not be modified except by a writing subscribed to by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first set forth above.

("Licensee")

By: \_\_\_\_\_

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

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

Address for Notice: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Association for Clinical Research Professionals ("ACRP")

By: \_\_\_\_\_

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

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

Address for Notice: 99 Canal Center Plaza, Suite 200  
Alexandria, VA 22314

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E-mail: [lists@acrpnet.org](mailto:lists@acrpnet.org)