

ANCC COPYRIGHT LICENSE AGREEMENT

This Copyright License Agreement (“Agreement”) is entered into on this _____ day of _____, 20____ (“Effective Date”), by and between the American Nurses Credentialing Center, a District of Columbia nonprofit corporation, with a principal place of business at 8515 Georgia Avenue, Suite 400, Silver Spring, MD 20910 (“ANCC”) and _____, a _____ with a principal place of business at _____ (“Licensee”).

WHEREAS, ANCC is the owner of all right, title and interest, including all copyrights, in the work _____, a copy of which is set out in Exhibit 1 hereto (“Licensed Materials”); and

WHEREAS, Licensee desires a limited license to use the Licensed Materials.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Grant of License. Subject to the terms and conditions hereunder, ANCC hereby grants Licensee a non-exclusive, non-transferable, royalty-free license to use, reproduce, distribute, publish, and display the Licensed Materials in the United States of America for the purpose of _____.
- a. ANCC shall have the right to review and approve Licensee’s use of the Licensed Materials prior to Licensee’s publication or display of the Licensed Materials.
- b. Licensee shall not have the right to create derivative works from the Licensed Materials.
- c. Licensee represents and warrants that its manner of use of the Licensed Materials will not violate any federal, state or local law or regulation; infringe the copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any person; or constitute libel or defamation of any person or entity.
- d. On every page where there is use (paper and/or electronic) of the Licensed Materials, the Licensee must include the following disclaimer “© American Nurses Credentialing Center. Reproduced under license of the American Nurses Credentialing Center. All rights reserved.”

2. Ownership and Ownership Notices. ANCC shall retain ownership of all right, title, and interest in and to the Licensed Materials and any portion thereof. All rights not specifically transferred by this Agreement are reserved to ANCC.
3. Term. The Term of this Agreement will continue for _____ from the Effective Date, unless terminated earlier pursuant to the terms of this Agreement.
4. Termination. This Agreement may be terminated by ANCC upon thirty (30) days written notice. Upon termination, Licensee shall (i) discontinue all uses of the Licensed Materials and (ii) no longer possess any of the rights to the Licensed Materials granted hereunder.
5. Unauthorized Use by Third Parties. Licensee must promptly notify the ANCC of any unauthorized use of the Licensed Materials by third parties, or of any act of unfair competition by third parties relating to the Licensed Materials, whenever any such unauthorized use or act comes to Licensee's attention. Licensee must notify ANCC of any actual or threatened proceeding against the Licensee's use of Licensed Materials.
6. Limitation of Liability. Under no circumstances will either Party to this Agreement be responsible or liable to the other or to any third parties for: any loss of profits, earnings, goodwill, economic loss or damage or any incidental, special, or consequential loss or damage concerning or relating to the party's performance or non-performance under this Agreement, or from the use or inability to use the Licensed Materials.
7. Representations and Warranties. ANCC represents and warrants that it is the sole owner of the Licensed Materials and holds the complete and undivided copyrights in the Licensed Materials. EXCEPT FOR THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE, LICENSOR GRANTS NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE REGARDING THE LICENSED MATERIALS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY OR OTHERWISE.
8. Indemnification. Licensee agrees to defend, indemnify, and hold ANCC harmless against any and all claims, demands, causes of action and judgments concerning or relating to the Licensee's use of the Licensed Materials.
9. Notice. All notices required under this Agreement shall be in writing. Any such notice may be delivered by hand (including by courier), sent registered or certified airmail, postage prepaid, or transmitted by facsimile, addressed to the other party at the principal place of business indicated above. Any such notice shall be effective upon receipt by the addressee.

10. Transferability. Licensee may not assign, sub-license, or transfer the license granted in this Agreement to any third party without the prior written consent of ANCC. The Parties agree that the rights in this Agreement are for their own sole benefit and that this Agreement is not intended to confer any rights or benefits to any other person unless specifically stated herein. The rights and obligations of the Parties hereto shall inure to the benefit of, and be binding and enforceable upon, the respective successors and assigns of the Parties. Any attempt by Licensee to assign or transfer any rights in the Licensed Materials, without ANCC's prior express written consent, to any third parties shall be void.
11. Authority. Each party hereto represents and warrants that it is under no restriction or prohibition affecting its ability to execute this Agreement or to perform its obligations hereunder and that the person designated below to sign on its behalf has the right, power, and authority to enter into and agree to the terms and conditions hereof. The Parties agree that this Agreement is valid, legal, and binding and that this Agreement does not contravene any other agreement(s) to which ANCC and Licensee is a party. Each Party acknowledges that it has had the benefit and advice of independent legal counsel in connection with this Agreement and understands the meaning of each term of this Agreement and the consequences of signing this Agreement.
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
13. Severability. If any person in this Agreement is found or held to be invalid or unenforceable by a court of competent jurisdiction, then such provision shall be severed from the Agreement to prevent the Agreement from becoming automatically void and the remainder of the Agreement shall remain valid and enforceable.
16. Modification. This Agreement contains the entire agreement between the Parties and supersedes any and all prior and contemporaneous agreements, communications, or representations, verbal or written, relating to the subject matter of the Agreement.
17. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state Maryland and without reference to conflict of laws principles. The Parties irrevocably consent to the exclusive personal jurisdiction of the courts located in the State of Maryland.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the date first above written.

ANCC

Licensee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



EXHIBIT 1

Licensed Materials

[INCLUDE LICENSED CONTENT HERE]