



**AMERICAN
SOCIETY FOR
MICROBIOLOGY**

Agreement to License ASM Education Resources

This Agreement made on _____ (“Effective Date”) and ending on _____ (“Expiration Date”) is between the American Society for Microbiology (ASM) (“Licensor”) and _____ (“Licensee”) and governs use of the ASM Education Resources for one-time use. The signatures below signify acceptance of these terms and conditions.

In addition to the rights conferred by the Creative Commons Attribution – Noncommercial – NoDerivatives 4.0 International license (<http://creativecommons.org/licenses/by-nd/4.0/>), which allows the Licensee to reproduce, display, and share the Licensed Material identified below for non-commercial purposes, the ASM grants the Licensee the non-exclusive, worldwide right to alter, crop, modify or adapt the Licensed Material in connection with described use covered in the Information Page for noncommercial or commercial use (as noted below) and to prepare one back-up copy of the Licensed Material and accompanying information to identify the Licensed Material for internal, back-up records in the format and under the condition specified below. The ASM represents that it has the right to grant this License.

- I will use the Licensed Material for non-commercial purposes only
- I will use the Licensed Material for commercial purposes

If you marked the non-commercial box, please sign and date on page 1 and complete Part I on page 2. If you marked the commercial box, please sign and date on page 1 and complete Part I and Part II on page 2.

The Licensee may not:

- Sell or distribute any works that incorporate the Licensed Material in such a way that permits the Licensee’s end users to extract or access the Licensed Material as a stand-alone file and sell, license or distribute the Licensed Material
- Post online the Licensed Material in a downloadable format
- Assign, or transfer Licensee’s rights to another party
- Use Licensed Material in a defamatory, pornographic, libelous or otherwise illegal manner
- Incorporate Licensed Material into a trademark or logo

The Licensee shall indemnify and hold the ASM harmless from all damages, liabilities and expenses, including attorney’s fees and costs arising out of or as a result of claims by third parties relating to Licensee's use of Licensed Material.

The Agreement will terminate automatically without notice from the ASM at the end of this Agreement. If Licensee fails to comply with any provision of this Agreement, this Agreement will terminate immediately from the ASM and upon written notice. Upon termination, the Licensee must (i) stop using the Licensed Material, (ii) delete or remove the Licensed Material from Licensee's premises and from any online materials, and (iii) destroy any publications in which Licensed Material is reproduced, so long as publication was produced prior to the termination of this Agreement.

Use of the Licensed Material in any manner not expressly authorized by this Agreement is a breach of the Agreement and/or constitutes copyright infringement, entitling the ASM to terminate this Agreement. The Licensee shall be responsible for any damages or harm resulting from any such breach or copyright infringement, including any claims by third parties.

All other rights to the Licensed Material are retained by the ASM.

Signature (ASM Representative) Print Name Date

Signature (Licensee) Print Name Date



**AMERICAN
SOCIETY FOR
MICROBIOLOGY**

INFORMATION PAGE (One Page for Each Use of Each Resource)

Part I.

Resource Title or Name (“Licensed Material”): _____

ASM URL address: _____

Use (describe how resource will be used): _____

Part II.

Audience Type: ___ educators ___ students ___ public ___ adults ___ youth

Other, please specify: _____

Scope: ___ international ___ national Other, please specify: _____

Language: _____

Format: ___ print ___ electronic-DVD ___ electronic-website ___ e-book

Other, please specify: _____

Size (e.g. print run, unit count, webpage visitors): _____

Duration (e.g. version, edition, or time period): _____

Name of publisher, producer, organization, agency or business: _____

Type of publication: ___ e.g. educational ___ public service ___ promotional

Other, please specify: _____

Type of business: ___ for-profit ___ not-for-profit

Type of resource: ___ visual resource ___ curriculum resource

Price – (Visual resources - \$100 for not-for-profit/\$200 for-profit. Curriculum resources - \$250 for not-for-profit/\$500 for-profit. Only payments in the form of check, money order (made out to ASM) or credit card will be accepted. Purchase orders are not acceptable. ASM Federal ID # 38-1616141.)

Attach form to License Agreement and payment and return to education@asmusa.org or mail to: Education, American Society for Microbiology, 1752 N. St. NW, Washington, DC 20036 • tel: 202-737-3600