



*An initiative to advance professional and ethical conduct, climate & culture*

### **Members' Copyright and Intellectual Property License Agreement**

**Background:** The Societies Consortium on Sexual Harassment in STEMM (Consortium) is an initiative to advance professional and ethical conduct, climate and culture across multiple constituencies in science, technology, engineering, mathematics and medical fields (STEMM) in furtherance of removing barriers to full participation by all talent and advancing excellence in STEMM (the Project). EducationCounsel LLC, a South Carolina single member limited liability company (EC) originated the Consortium concept and developed the concept with three Sponsoring Societies and guidance from six Leadership Council Societies, and serves as the Consortium's policy and law advisor, as well as overall Project manager and senior staff to the Consortium. As part of the Project, the Consortium seeks to develop and promulgate a variety of resources covered by copyright or other intellectual property protection to the members of the Consortium (Members), to the scientific and academic communities generally, and to the public. Members are leading standard bearers and standard setters of excellence in STEMM fields, recognizing that ethical and professional conduct and quality of work product are inextricable elements of excellence, and driving the production of supporting resources for their own use and use broadly in STEMM fields.

EC is creating a substantial portion of those Consortium resources. The American Association for the Advancement of Science, a nonprofit Massachusetts corporation (AAAS), is a Sponsoring Society and standing member of the Consortium Executive Committee (Exec. Comm.). AAAS has agreed to serve as fiscal, contracting and licensing agent (Fiscal Agent) for the Consortium, which is not a legal entity and is not an appropriate body to contract with Members or own EC Work Product, other intellectual property interests, or a Consortium logo created by EC. Consequently, as Fiscal Agent, AAAS owns the Consortium logo and copyright and other intellectual property created as work for hire by EC or otherwise acquired by AAAS for the benefit of the Consortium.

A Consortium Membership Form (M-Form) has been executed by the societies listed in Exhibit A (each, a Society), and upon AAAS' counter-signature of the M-Form on behalf of the Exec. Comm., Society became a Member. This Members' Copyright and Intellectual Property License Agreement addresses the copyright and intellectual property interests and ownership in the resources created by EC or others through the Consortium and licensing of such interests to Members.

**BY AND UPON SIGNING AN M-FORM, DELIVERING IT TO THE CONSORTIUM, RECEIVING AN M-FORM COUNTERSIGNED BY AAAS, AND USING IN ANY MANNER ANY "EC Work Product" OR "Licensed Other IP" (AS THESE QUOTED PHRASES ARE DEFINED IN THIS MEMBERS' COPYRIGHT AND INTELLECTUAL PROPERTY LICENSE AGREEMENT), SOCIETY AGREES TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF SOCIETY DOES NOT WISH TO ENTER INTO THIS LICENSE AGREEMENT, IT MUST INFORM AAAS BY EMAILING: [SocietiesConsortium@educationcounsel.com](mailto:SocietiesConsortium@educationcounsel.com) BEFORE ACCEPTING (OR SHARING) ANY EC WORK PRODUCT OR OTHER LICENSED IP.**

#### 4.2.19

##### **License Agreement:**

This Members' Copyright and Intellectual Property License Agreement (License Agreement) is entered into by AAAS as grantor/licensor and each Society now or hereafter listed in Exhibit A (which is incorporated in this License Agreement) as grantee/licensee, as of January 1, 2019 (Effective Date). Each Society listed in Exhibit A has signed a Consortium Membership Form and received a counter-signed Membership Form by AAAS on behalf of the Consortium Exec. Comm. The list in Exhibit A will be supplemented by AAAS as membership increases and will be provided upon its request by any listed Society. The Background above is incorporated in this License Agreement.

For good and valuable consideration received pursuant to the M-Form, which this License Agreement accompanies, AAAS and each Society separately (the Parties) agree to the following terms and conditions concerning licensing of certain "EC Work Product" defined below, arising in connection with the Project, and other copyright and intellectual property rights owned by AAAS for the benefit of the Consortium:

1. **EducationCounsel Work Product.** EC has created and will be creating copyrightable work product and possibly other intellectual property that are EC deliverables for and funded by the Consortium, as work for hire (regardless of medium, the EC Work Product). As defined, EC Work Product does not include materials or intellectual property created by others (even if identified by EC as good existing resources or models), or anything (in any medium) created by EC before, after, or outside of the scope of its paid work for the Consortium. AAAS owns the EC Work Product for the benefit of the Consortium under the terms of a certain Copyright and Intellectual Property Interests and Licenses Agreement dated as of October 1, 2018 between EC and AAAS (EC Agreement). Under the EC Agreement, among other terms, EC grants such ownership to AAAS, and EC and its authors receive a perpetual, irrevocable, world-wide, royalty-free, non-exclusive right and license to copy, display, market, sell, prepare derivative works from, distribute, and otherwise use all EC Work Product, including but not limited to use in its presentations, publications, and work for clients, on the condition that EC must make the Attribution, as provided in 4, attributing the Societies Consortium on Sexual Harassment in STEM as the sponsor of the original EC Work Product. Members may have a copy of the EC Agreement upon request to AAAS.
2. **Grant of Member License.** AAAS grants to Society a perpetual, irrevocable, world-wide, royalty-free, non-exclusive right and license to copy, display, use, modify, prepare derivative works from, and distribute any final EC Work Product created before or during the Society's membership in the Consortium and owned by AAAS (Licensed EC Work Product), for the sole purpose of the Society's (and of the Society's members') own noncommercial use (i.e., where there is no payment or other consideration for such Licensed EC Work Product or copies, displays, uses or derivatives of it), within the Society's core mission to serve research and education in its field(s)—on the conditions that the Society or Society member, as the case may be, when it exercises the Member License (as defined here) must (a) make the "Attribution" provided in 4 below; (b) provide a link to the Member License and indicate if changes were made to the Licensed EC Work Product (which it may do in any reasonable manner, but may not suggest that AAAS, EC or the Consortium endorses the use or change(s)); and (c) not use the Licensed EC Work Product for commercial purposes (i.e., where there is a payment or other consideration for such EC Work Product or copies, displays, uses or derivatives of it) (Member License). To the extent necessary to give effect to this intended Member License, this grant of interest shall automatically become effective, from time to time, upon EC's creation of final EC Work Product, without the need to execute a new license on each occasion of creation. The EC Work Product is expected to include policies, guidelines and other materials that, for convenience of the parties, may be detailed in an Exhibit to this License Agreement, to be amended from time to time in AAAS's sole discretion. **Society is responsible for providing a copy of this License Agreement to its members and conditioning their use of any Licensed EC Work Product or Licensed Other IP on adherence to the terms of this License Agreement.**

The Member License granted in 2 also is granted for and applies to any other intellectual property interest (regardless of medium) owned by AAAS for the benefit of the Consortium and created by anyone other than EC

#### 4.2.19

as work for hire for, and funded by, the Consortium (Other IP), on the terms in 2, except that the non-EC creator shall be substituted for EC in these terms (Licensed Other IP). Licensed Other IP does not include intellectual property owned by AAAS for the benefit of the Consortium and acquired for the purpose of Consortium administration or operations (e.g., office software). Licensed Other IP also does not include Other IP acquired by AAAS under terms that do not permit this Member License to be granted, in which case, AAAS shall obtain approval of the Exec. Comm. prior to the acquisition, shall notify the Members of the reason why the acquisition is in the Consortium's interest and, to the extent permitted by the terms of AAAS' acquisition and applicable law, provide a modified non-commercial license to the Members.

3. Public Creative Commons License. After providing Licensed EC Work Product, or Licensed Other IP, to Societies Consortium Members, from time to time, under the applicable Member License provided in 2 for a limited period (which period may differ for each of the various components of final EC Work Product or any Other IP) to be determined by the Consortium Exec. Comm., AAAS shall make the Licensed EC Work Product, or Licensed Other IP, available to the public to share and use under a royalty-free Creative Commons Non-commercial License on the conditions that users, when exercising the Public Creative Commons License (as defined here) must (a) make the "Attribution" provided in 4 below; (b) provide a link to the Public Creative Commons License and indicate if changes were made to the Licensed EC Work Product or Licensed Other IP (which they may do in any reasonable manner, but may not suggest that AAAS, EC or such Other IP creator, or the Consortium endorses the use or change(s)); and (c) use the Licensed EC Work Product or any Other Licensed IP only for non-commercial purposes (i.e., where there is no payment or other consideration for such Licensed EC Work Product or Licensed Other IP, or copies, displays, uses or derivatives of it) and not for any commercial purpose (i.e., where there is a payment or other consideration for such Licensed EC Work Product or Licensed Other IP, or copies, displays, uses or derivatives of it and as further defined under the Creative Commons license granted) (Public Creative Commons License).
4. Attribution. The Attribution shall state: "© American Association for the Advancement of Science for the benefit of and sponsored by the Societies Consortium on Sexual Harassment In STEMM (website); original created by EducationCounsel LLC". In connection with Licensed Other IP, the creator shall be substituted for EducationCounsel LLC.
5. Commercial Use License. If a Consortium Member or any other person or entity (other than EC) seeks use of EC Work Product, or (other than the creator) seeks use of Other IP, for a commercial use (i.e., where there is a payment or other consideration for such EC Work Product or Other IP, or copies, displays, uses or derivatives of it, and as further defined in the Commercial Use License granted) AAAS may grant and shall serve as the licensing agent for negotiation of a Commercial Use License, which will be subject to approval by EC in accordance with the EC Agreement respecting EC Work Product, and approval by the Consortium's Exec. Comm. in any case (Commercial Use License). In addition, any licensing proceeds for a Commercial Use License of EC Work Product, after deduction of AAAS' reasonable licensing expenses, will be shared equitably by the Societies Consortium and EC (with the equitable allocation being determined by the Exec. Comm.).
6. Third Party Interests. Society acknowledges and represents that (a) should it provide any material (regardless of medium) for incorporation in any EC Work Product or otherwise provide any material (regardless of medium) for use by the Societies Consortium, respecting which it is not the holder of all interests free and clear of others' rights, it is solely responsible and liable for obtaining, and will have first obtained, the right to do so from the owner(s) of the copyright or other interest for that Societies Consortium use; (b) by providing material to the Consortium for this Project, Society warrants that it has the right to provide the material for use by the Consortium for the Project and has paid any fees related thereto, and (c) hereby indemnifies AAAS, the Consortium and EC from any costs or damages related to such third party material. It will be unnecessary for this representation/warranty to be repeated—and it will be deemed given—every time such material is provided by Society (should it do so).
7. Term.

#### 4.2.19

(a) Expiration. This License Agreement shall be in effect for the duration of Member's membership in the Consortium and shall expire automatically, without further action, upon the expiration or termination of such membership. The license granted under, and terms of, this License Agreement, however, shall survive its expiration respecting interests covered by this License Agreement during its term, with one exception: such survival shall not apply only if this License Agreement expires due to a termination of Member's Consortium membership by the Exec. Comm. (i.e., as provided in the M-Form, for sustained lack of good standing or adverse effect on the Consortium's integrity). Member is not a Member of the Consortium in good standing if Member breaches this License Agreement without a prompt and effective cure as determined by the Exec. Comm. unless the Exec. Comm. expressly waives each breach in writing. Nevertheless, upon expiration of this License Agreement, non-commercial use of final EC Work Product and Other IP may be available under a Creative Commons License, if a Creative Commons License is in effect respecting the particular material and subject to such license's terms.

8. **Miscellaneous:** This License Agreement is governed for all purposes by District of Columbia law, without regard to such law on choice of law; and supersedes all prior communications, documentation and negotiation on the subjects addressed. Headings are for convenience and have no substantive effect. If any provision, or portion, is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder shall be binding to the fullest extent permitted by law to give effect to AAAS' and Society's intent. Any change to this License is effective only if executed and delivered by authorized representatives of AAAS, Society and EC. Any failure to enforce a provision (in whole or in part) shall not be deemed to be a waiver on any other occasion or of any other provision (or portion). In the event of a dispute, senior representatives of AAAS and Society, with participation of EC if its interests are involved, will endeavor in good faith to resolve it; and if they are unable to do so within 120 days of one requesting any of the others to engage for that purpose, each may pursue other remedies. Any legal action arising under or in connection with this License Agreement must be brought in federal or state court in the District of Columbia, to whose exclusive jurisdiction both Parties and EC submit and irrevocably waive objection to venue. Society agrees that injunctive relief is necessary to afford a sufficient remedy and is available to AAAS to enable AAAS to enforce this License Agreement. Society agrees that its sole remedy in the event of any default by AAAS shall be an action against AAAS for compensation or for damages hereunder.

**A SOCIETY'S MEMBERS MAY USE ANY LICENSED EC WORK PRODUCT AND LICENSED OTHER IP ONLY UNDER THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.**

**By and upon signing an M-Form, delivering it to the Consortium (whether to SocietiesConsortium@educationcounsel.com or otherwise), receiving the M-Form countersigned by AAAS on behalf of the Exec. Comm., and using in any manner any EC Work Product or Licensed Other IP, Society agrees to and enters into this License Agreement as of the Effective Date.**

**By and upon AAAS' countersignature of the M-Form and delivery of the counter-signed M-Form to Society, AAAS agrees to and enters into this License Agreement with Society as of the Effective. When this License Agreement is entered into by both Society and AAAS, as specified above, it constitutes a binding agreement between the Parties.**

**Upon Society and AAAS entering into this License Agreement and EC delivering EC Work Product to the Society, EC becomes a third party beneficiary of this License Agreement.**

EXHIBIT A

Academic Consortium for Integrative Medicine and Health  
Acoustical Society of America  
Alliance for Academic Internal Medicine  
American Association for the Advancement of Science  
American Association for Anatomy  
American Association of Chairs of Departments of Psychiatry  
American Association of Colleges of Pharmacy  
American Association for Dental Research  
American Association of Directors of Psychiatric Residency Training  
American Association of Pharmaceutical Scientists

American Association of Physical Anthropologists  
American Association for Physicists in Medicine  
American Association of Physics Teachers  
American Association of Variable Star Observers  
American Astronomical Society  
American Ceramic Society  
American Chemical Society  
American College of Veterinary Pathologists  
American Crystallographic Association  
American Educational Research Association

American Geophysical Union  
American Institute of Aeronautics and Astronautics (AIAA)  
American Institute of Chemical Engineers  
American Institute of Physics  
American Mathematical Society  
American Meteorological Society  
American Nuclear Society  
American Oil Chemists' Society  
American Osteopathic Academy of Sports Medicine  
American Pediatric Society

American Physical Society  
American Physiological Society  
American Political Science Association  
American Psychological Association  
American Society of Agricultural and Biological Engineers (ASABE)  
American Society of Agronomy  
American Society for Biochemistry and Molecular Biology  
American Society for Cell Biology  
American Society for Human Genetics  
American Society for Ichthyologists and Herpetologists

American Society of Mammalogists  
American Society for Microbiology  
American Society of Parasitologists  
American Society of Plant Biologists  
American Statistical Association  
American Thoracic Society  
Association of Academic Physiatrists  
Association of American Medical Colleges  
Association of Anatomy Cell Biology Neurobiology Chairs  
Association for Biosafety and Biosecurity

Association for Computing Machinery  
Association of Departments of Family Medicine  
Association of Pathology Chairs  
Association of University Professors of Ophthalmology  
Association for Women In Mathematics  
Association for Women in Science  
Botanical Society of America  
Coastal Estuarine Research Society  
Computing Research Association  
Council of Medical Specialty Societies

Crop Science Society of America  
Eastern North American Region of the International Biometric Society  
Ecological Society of America  
Entomological Society of America  
Federation of American Societies for Experimental Biology  
Federation of Associations in Behavioral and Brain Sciences  
Genetics Society of America  
Geological Society of America  
Human Biology Association  
Institute of Electrical and Electronics Engineers

Institute of Food Technologists  
Institute for Operations Research and the Management Sciences (INFORMS)  
International Primatological Society  
International Society for Optics and Photonics  
Materials Research Society  
Mathematical Association of America  
(The) Minerals, Metals and Material's Society (TMS)  
National Association of Corrosion Engineers (NACE)  
National Association of Science Writers  
National Organization of Gay and Lesbian Scientists and Technical  
Professionals (NOGLSTP)

National Association of Research Development Professionals  
The Optical Society

#### 4.2.19

Out in Science, Technology, Engineering, and Mathematics (oSTEM)

Rural Sociological Society

Seismological Society of America

Society for Computers in Psychology

Society of General Internal Medicine

Society for Industrial and Applied Mathematics

Society for Neuroscience

Society for Pediatric Research

Society of Plastics Engineers

Society for the Psychological Study of Social Issues

Society for Psychophysiological Research

Society for Research on Nicotine and Tobacco

Society for the Study of Evolution

Society of Surgical Chairs

Society of Systematic Biologists

Society for Text and Discourse

Soil Science Society of America

Western North American Region of the International Biometric Society