

3.18.2020



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

Amendment of Members' License Agreement Regarding Use of Consortium Logo

Reference is made to the Members' Copyright and Intellectual Property License Agreement entered into by Members of the Societies Consortium on Sexual Harassment in STEMM (Consortium) and posted on the Consortium website at http://societiesconsortium.com/wp-content/uploads/2019/07/4-2-19-Members-License.final_.pdf (License Agreement).

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 serves as fiscal, contracting and licensing agent (Fiscal Agent) for the Consortium, and owns the Consortium logo for the benefit of the Consortium.

The License Agreement is amended (Amendment) as of March 18, 2020 (Effective Date) as follows:

1. AAAS as "Licensor" hereby grants to each "Member in good standing" of the Societies Consortium that has entered into the License Agreement ("Licensee") a **non**-transferrable, revocable, license to display on Licensee's website and in its general informational publications, the image of the Consortium logo set forth below, without any alterations (Logo), and may state, in association with the Logo, that: "[INSERT FULL PROPER NAME OF THE SOCIETY/MEMBER] is a Member of the Societies Consortium on Sexual Harassment in STEMM" (Statement), which license is subject to the License Agreement and this Amendment (License). A Licensee/Consortium Member in good standing who joined the Consortium by April 2019 may change the Statement to reference that the Licensee is an "Inaugural Member" (in lieu of a "Member") of the Consortium.



2. Licensee shall not display the Logo and/or Statement on a publication that is a Member's work product, apart from informational brochures and materials, or in any website content or communication that concerns an incident or dispute, or in any manner that could be construed as the Consortium's creation or endorsement of a Member's work product, actions or positions. The Consortium is a collective endeavor of a wide range of societies whose positions and actions may vary. (This paragraph does not amend the Acknowledgement on certain Member work product that is required by the License Agreement, which continues in effect.)
3. This License for use of the Logo and Statement shall automatically terminate as to a particular Licensee, without the need for further action by Licensor, upon the first to occur of (i) the end of that Licensee's membership in the Consortium or (ii) Licensee's receipt of a membership termination notice under the M-Form. Upon the termination of this License, the society that is the former Licensee shall promptly (within two business days of termination) remove the Logo and Statement from its website and publications and cease using them.
4. A "Member in good standing" or "Inaugural Member in good standing" is determined by the Executive Committee under the Consortium membership agreement (M-Form). The M-Form incorporates the Consortium's Governance and Operations Manual (previously called the "Short Manual") and a contemplated

“more detailed Manual” (which is currently the Manual as amplified by the “Amplification Policy”). Copies of the Governance and Operations Manual and Amplification Policy can be found on the Consortium’s website at: <https://societiesconsortium.com/membership/join/> .

5. Notwithstanding any provision of the License Agreement: **BY AND UPON SIGNING AN M-FORM, DELIVERING IT TO THE CONSORTIUM AND USING THE CONSORTIUM LOGO AND/OR STATEMENT IN ANY MANNER, THE CONSORTIUM MEMBER/LICENSEE AGREES TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT AND THIS AMENDMENT. LICENSEE’S SIGNATURE IS NOT REQUIRED. IF A SOCIETY DOES NOT WISH TO ENTER INTO THE LICENSE AGREEMENT AND THIS AMENDMENT, IT MUST INFORM AAAS BY EMAILING: SocietiesConsortium@educationcounsel.com BEFORE USING—AND MAY NOT USE—THE LOGO OR STATEMENT OR BEFORE USING OR CONTINUING TO USE—AND MAY NOT USE— “EC WORK PRODUCT” OR “OTHER LICENSED IP” (defined in the License Agreement).**

Executed as of the Effective Date by:

The American Association for the Advancement of Science

By:  _____

Print Name: Andrew Black

Chief of Staff and
Title: Chief External Affairs Officer

Authorized Signatory

AND

EducationCounsel

By:  _____

Print Name: Jamie Lewis Keith

Title: Partner

Authorized Signatory

On behalf and for the benefit of the Societies Consortium
On Sexual Harassment in STEMM