License Agreement

This Agreement is entered into as of the _____ day of __________ , 2014, by and between the American Nonsmokers’ Rights Foundation 2530 San Pablo Avenue, Suite J, Berkeley, CA 94702 (hereinafter referred to as Licensor) and _____[name of institution here, e.g. Purdue University] (hereinafter referred to as Licensee).

Whereas, Licensor owns the exclusive rights to the database known as the ANR Foundation U.S. Tobacco Control Laws Database© (hereinafter referred to as the Database), and

Whereas the parties using the data will be [name of institution] employees [Dr. ..., Assistant Professor of ..., ..., and TBD Research Assistant in], and

Whereas, Licensee wishes to acquire a license to use __[describe deliverable here]__(hereinafter referred to as the Deliverable); under the terms and conditions hereinafter set forth.

Therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. **Grant**
   
   Licensor hereby grants to Licensee, during the term of this Agreement, and conditioned on compliance with this Agreement, a license to use the Deliverable, for purpose of generating reports, articles, and other works that rely upon or incorporate data from the Deliverable. Licensee agrees that it will use the Deliverable for educational and non-profit purposes only. Licensor retains all rights in the Deliverable, and in the Database upon which they are based, including but not limited to copyrights, not expressly conveyed herein.

2. **Costs and Format**
   
   a. Licensee shall be exclusively responsible for all costs and expenses with respect to the use of the Deliverable.
   
   b. Licensor shall provide the Deliverable to Licensee as __describe the deliverable, the electronic file format, delivery method, etc.___________.

3. **Compensation to Licensor**

   Compensation to Licensor for Licensee’s use of the Deliverable is provided via payment by the Licensee in the amount of __$_________ (_________ dollars)___, to be provided by (party to whom the invoice will be mailed):

   Name:
   Address 1: ________________________________________________
   Address 2: ________________________________________________
   City, State, Zip: ____________________________________________
Licensee’s right to use the Deliverable is contingent upon Licensor’s receipt of these funds; in the event that Licensee fails to provide funding to Licensor, this agreement shall terminate, and Licensee shall cease using the Deliverable pursuant to Section 6c below.

4. **Licensor’s Copies of Works Incorporating the Data**

Licensee agrees to provide to Licensor free of charge a copy of, or if applicable, the url address to, each report, article, or other work created in reliance on the Deliverable.

5. **Acknowledgement of Licensor**

Licensee agrees to mark all reports, articles and other works created in reliance on any data contained in the Deliverable with a notice acknowledging Licensor’s Database as the source of information about local smoking ordinances. Licensee agrees that the notice shall read as follows:

“Tobacco control laws data were provided by the American Nonsmokers’ Rights Foundation U.S. Tobacco Control Laws Database©.”

6. **Term; Termination**

a. This Agreement is for an initial term of five (5) years from the execution hereof, and may be renewed for periods of five (5) years with the written consent of each party. Agreements concerning the Deliverable for future time periods are subject to negotiation between the parties.

b. If either party is in breach of any material term of this Agreement, that party shall have thirty (30) days from notice of such breach by the other party in which to remedy the breach. In the event such breach is not remedied within thirty (30) days of written notice, this Agreement shall automatically terminate.

c. Upon termination of this Agreement for any reason, all rights granted herein shall automatically revert to Licensor, and Licensee shall immediately cease all use of the Deliverable. Licensee shall provide assurances to Licensor that all copies of the Deliverable have been destroyed.

7. **Indemnity**

Licensee agrees to indemnify and hold harmless Licensor and its officers, directors, agents and employees from any costs, expenses (including reasonable attorney’s fees and disbursements), loss, liabilities, damages and settlements that Licensor may incur (a) as a result of any claim or suit based on use by Licensee of the Deliverable in a manner which is not authorized by this Agreement, or (b) arising out of Licensee’s creations of reports, articles or other works in reliance on the Deliverable.
8. **Mediation/Arbitration**

The parties hereto agree that any claim or controversy between them arising out of or relating to this Agreement shall first be submitted to mediation in accordance with the rules of the American Arbitration Association. If the parties fail to reach settlement through mediation, the parties agree to submit the claim or controversy to arbitration in accordance with the rules of the American Arbitration Association. Mediation and/or arbitration proceedings shall take place in Berkeley, California, or such other location as Licensor may designate. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrators shall have the right to apportion the arbitration costs between the parties as they deem proper.

9. **Assignability**

This Agreement is personal to Licensee, and therefore Licensee may not sell, transfer or assign this Agreement. Licensee may not share or transmit the original Deliverable, the Database or any portion thereof to third parties, except as provided for elsewhere in this Agreement.

10. **Miscellaneous Provisions**

   a. **Waiver**

   Any waiver by either party of rights arising from a breach of any terms of this Agreement shall not be construed by either party as a continuing waiver of other breaches of the same or other terms of this Agreement.

   b. **Notice**

   All notices pertaining to this Agreement shall be sent to the parties hereto at the respective addresses first recited herein, until either party shall notify the other in writing of a new address. Notice shall be deemed to be given when mailed by registered mail, first class, postage prepaid.

   c. **Severability**

   The parties agree that it is not the intention of either party to violate any public policy, statutory or common law of any country, state or jurisdiction; that if any sentences, paragraphs, clauses or any combination of the same are in violation of any law of any jurisdiction in which this Agreement is to be performed, said sentences, paragraphs, clauses, or combination of the same shall be inoperative in said jurisdiction and divisible herefrom, and the remainder of this Agreement shall remain binding on the parties hereto.

   d. **Force Majeure**

   Neither party shall be liable for any delay or default in performing hereunder if such delay or default is cause by any conditions reasonably beyond the control of Licensor or Licensee, including but not limited to, government restrictions imposed by the government of the United States or a foreign country, continuing domestic or international problems such as wars, strikes, fires, work stoppage, floods, embargoes or unavailability of materials.

   e. **Entire Agreement**
This Agreement constitutes the full and completely integrated understanding of the parties, and supersedes all previous oral and written agreements and understandings relating to the subject matter of this Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

f. **Agency or Joint Venture**

Nothing contained herein shall be construed as creating a joint venture, agency or employment relationship among the parties.

g. **Applicable Law**

This agreement shall be governed in accordance with the laws of the state of California. In witness whereof, this Agreement is executed in duplicate by the parties, each through its duly authorized officer, on the day and year first above written.

**Licensor:**
American Nonsmokers’ Rights Foundation

**Signature:** ___________________________
Cynthia Hallett

**Title:** Executive Director

**Licensee:**

**Signature:** ___________________________
[Name – usually first person listed as user of data]

**Title:**