License Agreement for Use of "Bug Your Doc - Get 3 Shots!" Materials

Vanderbilt University Medical Center ("VUMC") has developed the "Bug Your Doc!" materials, including the Spanish translation versions of these materials ("Pida al Doctor - ¡3 Por Favor!") as an education tool related to adolescent vaccines. Subject to the following terms and conditions, VUMC grants you a non-exclusive license to use materials provided to you by VUMC:

- 1. "Bug Your Doc!" materials may only be used as part of programs or efforts that promote information related to adolescent vaccines in a way that is consistent with the U.S. <u>Advisory Committee on Immunization Practices (ACIP)</u> recommendations.
- 2. The existing "Bug Your Doc!" materials must be used without making any alterations, other than the option of adding your organization's name or logo using one of these options:
 - a. After printing the material, you may add your organization's name or logo using a stamp or sticker within the designated areas.
 - b. If you want to add your logo digitally before printing the material, you may need special software, such as Adobe Professional, to insert your logo within the designated areas. Do not manipulate any other existing content or remove any "Bug Your Doc!" logos.
- 3. All use of the materials must acknowledge VUMC, as the source of these materials in any reports or presentations. The "Bug Your Doc!" logos may be used within presentations (e.g. PowerPoint slides) or reports to indicate that you used "Bug Your Doc!" materials in your program or effort, along with acknowledgement of "Vanderbilt University Medical Center" as the source.
- 4. The "Bug Your Doc! TM", "Bug Your Doc! Get 3 Shots TM" and "Pida al Doctor ¡3 Por Favor!" marks and any other marks or logos in the materials may be used on a website only if they are hyperlinked to direct users to the www.Get3Shots.org webpage.
- 5. It is prohibited to extract, reuse, reproduce, or alter individual images contained on the "Bug Your Doc!" materials or website, other than use of the logos as permitted under #3 and #4 above.
- 6. Within one year after the request is approved, and as otherwise requested by VUMC, you must report back to VUMC the following information using this link:
 - a. Event(s) and/or venue(s) where materials were used
 - b. Description of the audience(s) reached
 - c. Approximate number in the audience(s)
 - d. Brief summary of feedback/reactions/comments by those in the audience(s)
 - e. If posted on a website, the URL source
- 7. Any other requests to alter the "Bug Your Doc!" materials or make customized versions, other than the permitted co-branding of logos described under #3 and #4 or other uses of the logo above, are <u>not</u> allowed under this license agreement. Requests for alterations or other types of use should be submitted by email to Dr. Pamela Hull (pam.hull@vanderbilt.edu), with a description of the proposed alterations or use. These requests will be considered on a case-by-case basis, and if approved, a customized license agreement will be created.
- 8. You acknowledge and agree that all intellectual property rights in the materials are the property of VUMC and/or its licensors, including without limitation, all copyrights and trademark rights pertaining thereto. All rights in, and goodwill arising from use of, the Bug Your Doc! TM, Bug Your Doc! Get 3 Shots TM and Pida al Doctor ¡3 Por Favor! TM marks (in any language) and any other trademark on the materials shall inure to the benefit of, and be owned by, VUMC. Except as expressly set forth herein, you are granted no rights in such marks or any of the materials. You hereby assign to VUMC all rights in the materials and all derivative works thereof, including, without limitation, all intellectual property rights pertaining thereto.

- 9. All use of the materials shall be in connection with educational programs of the high quality consistent with acceptable standards. To verify such quality, VUMC may inspect your use of the materials and related education programs at any time. Without limiting the foregoing, you must provide to VUMC samples of each use of the materials and information related to the applicable educational programs upon request. Notwithstanding the foregoing, VUMC shall have no responsibility or obligation related to your educational or other programs, and you shall defend, indemnify and hold VUMC harmless from and against any cost, expense, damage or claim arising therefrom.
- 10. Either you or VUMC may terminate this agreement upon written notice to the other, in which case, you shall immediately cease all use of the materials.

Please acknowledge that you will report back to Vanderbilt University Medical Center (VUMC) the following information within 1 year of the approval regarding how you used the "Bug Your Doc – Get 3 Shots!" materials. A link to an online form will be provided to submit this information.

- 1. The event/venue(s) where used
- 2. Description of the audience(s) reached
- 3. The approximate number in audience(s)
- 4. Brief summary of feedback/reactions/actions/comments by those in the audience(s)
- 5. If posted on a website, the URL address

Yes I agree to the terms listed within this License Agree	eement.
Name of Organization:	
Name of Authorized Representative:	Position Title:
Signature:	Date:
Your organization has been approved to use the "Bug request form you submitted on:(Date)	
Name:	Date:

^{**}Please scan then upload this signed document to the online Material Request Form