PERSONAL, NON-COMMERCIAL USE CONTENT LICENSING

TERMS & CONDITIONS

Boston Globe Media Partners, LLC ("BGMP" or "Licensor") owns the copyright in Licensor staff-written articles, Licensor staff-taken photographs, and Licensor staff-created illustrations, graphics, videos, audio content, and other content published in print and online by Licensor in its publications (including, for example, The Boston Globe, Boston.com, and STAT and associated newsletters).

In certain circumstances, an individual or organization (typically a not-for-profit organization) ("you" or "Licensee") may request, and BGMP may grant, permission to reproduce specific content (the "Licensed Content") owned by BGMP, solely for a specific personal, non-commercial use. “Personal, non-commercial use” means that neither you nor anyone else will derive revenue from or related to the use of the Licensed Content.

Your request for such a license must be submitted by visiting this webpage and entering the details of the license that you are requesting ("Licensing Details"). If your intended use of the Licensed Content is for commercial, editorial, or other business purposes, please instead submit a licensing request through the applicable licensing partner listed on this webpage.

Together with the approved Licensing Details, these terms form the “Agreement.” No agreement exists unless BGMP approves, in writing, the Licensing Details that you submit.

Your use of the Licensed Content constitutes your acceptance of these terms and your consent to be bound by the Agreement.

1. THE LICENSE

1.1 Grant of License

(a) Licensor hereby grants to Licensee a limited, worldwide, non-exclusive, non-transferable license to publish the Licensed Content in the manner and for the length of time detailed in the Licensing Details and in accordance with the terms and conditions of this Agreement.

(b) Licensee may not sell, lease, sublicense, redistribute or otherwise monetize the Licensed Content or any portion thereof.

(c) Except for BGMP staff-taken or created photographs, illustrations, graphics, video and audio content, or other content explicitly agreed to between the
Parties, Licensee may not post or publish any photographs, illustrations, graphics, video and audio content, or other content associated with the Licensed Content.

(d) Articles, photographs, illustrations, graphics, videos, audio content, and other content, regardless of size or subject, not owned by Licensor are not included in this license, even though they may appear on the same page as the Licensed Content or accompany the Licensed Content. For clarity, Licensor agrees that Licensee may seek licenses for content not owned by Licensor from the applicable content owner. Licensee must display alongside the Licensed Content attribution to Licensor and the author (if any).

1.2 Free License
Licensor hereby grants to Licensee the perpetual right to use the Licensed Content as contemplated hereunder at no monetary cost to Licensee.

1.3 Credit
Licensee must (a) add a canonical link to where the Licensed Content appears on a BGMP site, and (b) display alongside the Licensed Content attribution to the applicable BGMP publication where the Licensed Content was published (e.g., The Boston Globe, Boston.com, or STAT) and the applicable author, photographer, illustrator, or other BGMP content creator (as applicable).

1.4 Ownership of the Intellectual Property
Licensor represents and warrants to Licensee, and Licensee hereby acknowledges, that Licensor is the sole and exclusive owner of the Licensed Content and of all associated intellectual property registrations and pending registrations (together, the “Intellectual Property”). Licensee shall do nothing inconsistent with such ownership. Licensee further agrees that it will not claim ownership rights to the Intellectual Property, or any derivative, compilation, sequel or series, or related Intellectual Property owned by or used by Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Intellectual Property other than the right to use the same in accordance with the terms of this Agreement. Licensee admits the validity of all copyrights for the Intellectual Property and all associated intellectual property registrations, and acknowledges that any and all rights that might be acquired by Licensee because of its use of the Intellectual Property shall inure to the sole benefit of Licensor.
2. MISCELLANEOUS

2.1 Indemnification
Licensee will indemnify Licensor from and against any damages, liabilities, losses, costs, expenses and payments, including reasonable attorney’s fees and legal expenses, to the extent they arise from Licensee’s breach of this Agreement or any provision, representation, or warranty herein.

2.3 Assignment
You may not transfer or assign your license to use the Licensed Content or your obligations hereunder, in whole or in part, without the prior written consent of Licensor. This Agreement will be binding upon and enure to the benefit of the Parties and their respective permitted successors and permitted assigns. Any purported assignment in violation of this Section shall be void.

2.4 Governing Law
This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts as if performed entirely within Massachusetts.

2.5 Entire Agreement
The Agreement sets forth the entire agreement and understanding between you and BGMP as to the subject matter hereof and supersedes all prior discussions, agreements and understandings of any kind, and every nature between them. BGMP shall be entitled to alter the terms of this Agreement at any time, in its sole discretion and without notice to you, but this right shall not affect the existing Agreement accepted by you at the time of your procurement of licensing rights hereunder. This Agreement shall not be changed, modified or amended by you except as approved in writing by BGMP.