

# OBSTETRIC FORMS & WOMAN'S HEALTH RECORD LICENSING AGREEMENT

## LICENSING AGREEMENT

This Agreement is between The American College of Obstetricians and Gynecologists ("ACOG") and the individual or entity identified at the bottom of this page ("You"). You and ACOG agree as follows:

1. ACOG's Forms. ACOG is the sole owner of the copyright interests in certain forms entitled ACOG Antepartum Record (Version 6) 2007, ACOG Postpartum Form (Version 4) 2007, Obstetric Medical History (Version 2) 2007, (these three forms are referred to collectively as the "Obstetric Forms") and ACOG Woman's Health Record 2005. At the end of this Agreement, select either the Obstetric Forms or the Woman's Health Record by marking the appropriate box. When used in this Agreement, "Form(s)" refers to the form(s) You select.

2. License. ACOG grants to You a nonexclusive, nontransferable, limited license to duplicate the Form(s) for use by You and your authorized Users in the practice of medicine, and to create replicas of the Form(s) for use by You and the Users. You agree that You shall reproduce the Form(s) in their entirety and shall not modify the Form(s) in any way; except that You may add your name, or the name of your practice, to the Form(s). You shall not remove the ACOG copyright notice that appears on the Form(s).

3. Number of Users. On the line provided, write the number of Users who will be covered by this Agreement. You may authorize up to that number of Users to duplicate the Form(s) and/or enter patient information into the Form(s), subject to the terms of this

Agreement. The Users must be individuals who are employed by You, treat patients in affiliation with You, or act on Your behalf. You may not increase the number of Users without obtaining written permission from ACOG and paying an additional fee.

4. Limited Rights. This Agreement grants you only those rights explicitly stated in Paragraphs 2-3. Except as provided in Paragraphs 2-3, You have no other rights to duplicate, distribute, sell, sublicense, or otherwise use the Form(s) or make them available to others. You agree that You shall be liable to ACOG for the acts of the Users.

5. Payment. You shall pay ACOG the amount listed on the Order Form for the number of Users you have written in.

6. Term. This Agreement shall remain in effect for 2 years from the date that ACOG receives your signed Agreement and full payment. ACOG will provide You with any updates made to the Form(s) during the 2-year term. When the term ends, You and the Users must stop using the Form(s) or enter into a new agreement with ACOG.

7. Termination. This Agreement shall automatically terminate if You or any User violates any condition of this Agreement.

8. Disputes. Any disputes arising from or related to this Agreement or the Form(s) shall be adjudicated exclusively in the courts located in the District of Columbia, and You hereby agree to personal jurisdiction and venue in the District of Columbia. ACOG's entire liability and Your exclusive remedy for damages from any event or claim arising under or relating to this

Agreement, regardless of the form of action or theory of liability, shall be limited to direct damages only and shall not include lost profits, loss of business or opportunity, or any other consequential, special, incidental, indirect, exemplary or punitive damages, even if ACOG is advised of the possibility of such damages, and in no event shall exceed the amount paid by You to ACOG under this Agreement.

### Complete this section

Select which form(s) you want to license (mark only one):

- Obstetric Forms  
 Women's Health Record

Number of Users: \_\_\_\_\_  
(must be between 1 and 49)

\_\_\_\_\_  
Name of Practice or Company (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Return your signed Agreement and payment to:**

**ACOG Marketing Department  
409 12th Street SW  
Washington, DC 20024**

Questions? Call (202) 863-2433.

# OBSTETRIC FORMS & WOMAN'S HEALTH RECORD LICENSING AGREEMENT ORDER FORM



**MAIL (form and payment)**  
ACOG  
Marketing Department  
409 12th Street, SW  
Washington, DC 20024

**ORDERING INFORMATION**—Please type or print clearly. Payment in U.S. dollars must accompany your order. Make checks payable to ACOG. Prices are subject to change without notice. Prices are valid until 1/1/10.

**Ordered By:**

PO No.	Member ID No:																		
Name																			
Organization																			
Address (street address required to ensure delivery)																			
City					State					Zip									
Email										Daytime Phone									
Home Phone										Fax									

**Ship To:**

Please complete if different from address at left.		
Name		
Organization		
Address (street address required to ensure delivery)		
City	State	Zip
Email	Daytime Phone	
Home Phone	Fax	

DESCRIPTION	ITEM NO.	QUANTITY	USERS	PRICE (\$)	AMOUNT
Obstetric Licensing Agreement	AA198		1-3	636	
Obstetric Licensing Agreement	AA198		4-8	1,373	
Obstetric Licensing Agreement	AA198		9-15	2,280	
Obstetric Licensing Agreement	AA198		16-25	3,216	
Obstetric Licensing Agreement	AA198		26-49	4,112	
Woman's Health Record Licensing Agreement	AA367		1-3	636	
Woman's Health Record Licensing Agreement	AA367		4-8	1,373	
Woman's Health Record Licensing Agreement	AA367		9-15	2,280	
Woman's Health Record Licensing Agreement	AA367		16-25	3,216	
Woman's Health Record Licensing Agreement	AA367		26-49	4,112	

**NOTE: ORDER FORM will not be processed without signed Licensing Agreement**

**GRAND TOTAL \$**