

Permission Request and Approval Form

This form is used to request permission from the Oncology Nursing Society (“ONS”) for the non-exclusive right to use certain ONS materials. Please allow at least 14 days for ONS to process the request.

Date of Request: _____

ONS Materials for which permission is requested:

Specific product, publication, or content: _____

Year of publication: _____

Page number(s) if a print item: _____

Website address if from a web page: _____

Any additional information related to where exactly you saw or obtained the content: _____

Requestor Information

Name: _____

Company or institution: _____

Street address: _____

City, State, Zip Code: _____

Country: _____

Phone number: _____

E-mail address: _____

Are you (or the person you are representing) a contributing author of the content? _____

Use Information

Content will be [check one]

- Reprinted for use in another publication
- Adapted for use in another publication [attach copy of adaptation]
- Photocopied for distribution [number of copies]: _____
- Posted online [provide time duration, name of website, and web address]: _____
- Other [please explain]: _____

Company or institution that will publish or otherwise use the content: _____

Purpose (staff training, classroom teaching, patient education, etc.): _____

Estimated number of potential viewers or audience: _____

Who will the viewers be? _____

Will a fee be charged to view?: _____ If yes, what will the fee be?: _____

How will content be provided to users (online, email, handouts, photocopies, etc.): _____

Expected date of publication or use: _____

Expected duration of use: _____

Number of individual hospitals in your system, facilities, schools, or other institutions that will use: _____

Distribution (North America only or worldwide): _____

<p>Requestor</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Organization: _____</p> <p>The individual signing this form has the authority to bind the individual’s company or institution to the Terms and Conditions attached hereto and incorporated herein and any other terms stated in this permission form.</p>	<p>Oncology Nursing Society (for internal ONS use only)</p> <p>___ Permission Approved ___ Permission Not Approved</p> <p>Duration: _____</p> <p>Fee (use NA if not applicable): _____</p> <p>Additional terms: _____</p> <p>Director Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
---	--

Terms and Conditions

1. **ONS Materials.** ONS reserves all rights in the ONS Materials. Requestor shall not make any changes, additions, or deletions to the ONS Materials, unless approved in advance and in writing by ONS. If requested by ONS, a proof must be provided and approved by ONS in advance.
2. **Restrictions.** Requestor shall not: (a) copy, reproduce, distribute, sell, license, translate, or create derivative works of ONS Materials; (b) use the ONS Materials in violation of these Terms, applicable law, or inconsistent with the use for which permission has been approved by ONS; (c) remove any product identification, proprietary, copyright or other notices contained in the ONS Material; (d) use the ONS Material in any manner that infringes intellectual property or other rights of ONS or another party; or (e) portrays ONS or ONS Materials in an unfavorable light.
3. **Duration.** Unless another date is stated by ONS in writing, permission automatically terminates one year from the date permission is granted. However, ONS may terminate this permission earlier at any time for any reason upon notice to the Requestor. In addition, Requestor's failure to comply with these Terms automatically and immediately voids permission. Upon termination of permission, Requestor shall immediately stop using ONS Materials. Terms that by their nature survive termination of permission will so survive, including but not limited to provisions relating to disclaimers, limitations of liability, and indemnification.
4. **Fees.** ONS may charge a fee in its sole discretion. If a fee is charged, ONS will issue an invoice, which must be paid in advance and as a condition to permission being granted or continued. Fees are in USD, do not include tax, and are nonrefundable.
5. **Disclaimers.** ONS makes no representations or warranties of any kind about ONS Materials, which are provided "as is." ONS disclaims all representations and warranties, express or implied, arising out of or related to the ONS Materials, including but not limited to any warranties concerning accuracy, quality, correctness, completeness, comprehensiveness, currency, timeliness, suitability, availability, compatibility, merchantability, fitness for a particular purpose, title, noninfringement, or otherwise, and regardless of any course of dealing, custom, or trade usage. ONS Materials are not medical advice or a substitute for independent professional and clinical judgment or individual patient assessment. While ONS Materials may refer to concepts of diagnosis or therapy, ONS Materials are general reference materials and should not be used for specific diagnostic or treatment determinations. ONS Materials may become out-of-date due to changes or advances in the field.
6. **Limitation of Liability.** Requestor is not entitled to any damages arising out of or relating to ONS Materials, including but not limited to direct, indirect, incidental, consequential, punitive, special damages, or damages for lost profits, business interruption, injury to persons (including death) or property. This limitation applies regardless of legal theory and regardless of such damages were possible or foreseeable.
7. **Indemnification.** Requestor shall defend, indemnify, and hold ONS harmless from any and all claims, damages, liabilities, and costs and expenses (including reasonable legal fees) arising out of or relating to Requestor's use of ONS Materials. ONS may in its sole discretion (a) participate in the defense of the claim and engage counsel of its choice at its own expense, or (b) assume control of the defense of the claim. The Publisher shall furnish to ONS all relevant information and cooperate with ONS. Requestor shall immediately notify ONS in writing of any notice or knowledge of any claim of infringement of ONS Materials and cooperate with ONS and support ONS in its defense of such claim. Requestor shall not settle a claim in any way that adversely affects ONS's rights without ONS's prior written consent.
8. **Notices.** Requestor shall include the following in connection with its use of ONS Materials or such other notice as ONS may direct: "©20__ Reprinted with permission from the Oncology Nursing Society. All Rights Reserved."
9. **General.** Excluding its conflicts of laws, Pennsylvania law governs these Terms and the use of ONS Materials. In any action to enforce these Terms, the federal and state courts in Allegheny County, Pennsylvania will have exclusive jurisdiction, and Requestor waives objections to jurisdiction, venue, and inconvenience of forum for those actions. This permission is personal to the Requestor and may not be assigned or transferred by Requestor to any other party, and any such assignment or transfer will be void. Permission does not extend to any of the Requestor's parents, subsidiaries, affiliates, divisions, branches, chapters, or other related organizations. These Terms are the complete and exclusive terms applicable to Requestor's permission and/or use of ONS Materials, superseding all other oral or written agreements relating thereto. ONS will not be bound by any terms, conditions, or warranties that purport to vary these Terms. These Terms cannot be modified by printed or handwritten additions, changes, or strikethroughs. ONS's rights under these Terms may only be waived through a written document expressly waiving such rights.

* * *