

Content Licensing Standards of the Endocrine Society (June 2021)

Introduction

As the world's leading professional organization for physicians and others engaged in clinical research, clinical practice, and basic research in all areas of endocrinology, the Endocrine Society ("ES") publishes and presents a wide range of information, educational and practice tools, and other content in print and digital formats. The ES trademarks, including without limitation Endocrine Society, Endocrine News, Health Hormone Network (HHN), ENDO Annual Meeting, Clinical Endocrinology Update (CEU), Endocrine Board Review (EBR), Endocrine Self-Assessment Program (ESAP), Pediatric Endocrine Self-Assessment Program (PESAP), Endocrine Case Management: Meet the Professor (MTP), and the journals *The Journal of Clinical Endocrinology & Metabolism*, *Endocrinology*, *Journal of the Endocrine Society*, and *Endocrine Reviews* are among the most highly respected names in their field. This outstanding reputation is due in large part to the contributions of ES members, volunteers, and staff. Any goodwill or commercial benefit from the use of ES content and intellectual property will therefore accrue to ES and further its tax-exempt charitable mission. Any use of ES content and intellectual property that may depreciate their reputation and value is prohibited.

ES has set out the following core principles for all licensing interactions with entities that develop, produce, market, or distribute drugs, devices, services, or therapies used to diagnose, treat, monitor, manage, and alleviate health conditions (singularly, "Company" and collectively, "Companies"):

- *All ES licensing activities are to be consistent with the ES mission.*
- *ES will not be subject to influence by Companies in conceiving, developing, or carrying out its programs, products, and services.*
- *ES does not endorse or market, and the ES brand will not be used in any manner that connotes endorsement or marketing of, third-party drugs, devices, services, or therapies used to diagnose, treat, monitor, manage, or alleviate health conditions.*
- *ES does not accept Company support for development or publication of clinical guidance or measures.*
- *The ES brand will not be used in any manner that may be derogatory to the title, content, or authors of the material or to ES, including but not limited to an association with (i) conduct that is fraudulent or otherwise illegal; (ii) the use or abuse of alcohol, tobacco, or illegal drugs or (iii) hate speech or discrimination based on race, ethnic or religious heritage, nationality, gender, or sexual preference.*

ES welcomes opportunities to license its content and intellectual property in ways that are consistent with these principles and the Licensing Standards that follow. A strong licensing program supports ES's mission of disseminating high-quality, credible research and educational information to health

care professionals and people worldwide. The purposes of these Licensing Standards are to promote transparency and efficiency in the licensing process. To help in identifying and framing opportunities, ES licensing is divided into four distinct types as described below. Each type covers both print and digital media.

1. ES Product Sales

Organizations may license pre-existing products that have been independently developed by or for ES (“ES Products”)¹. ES Products are licensed in bulk quantities or for wide distribution on an “as is” basis and may not be modified, except through labeling, packaging, and placement options offered or approved by ES. Production is generally handled by ES or its agents, though in some situations, permission may be granted to the licensee for self- production. ES retains copyright and trademark ownership in ES Products.

ES Products in printed form retain the ES design, packaging, and “look and feel.” Corporate names on the ES Products (including covers, cases, and certificates) such as “courtesy of [company]” and disclosures required by law may appear on the packaging. Corporate and/or product advertising may be located away from the ES branding and in a manner that does not suggest ES’s endorsement of the corporate advertiser’s goods or services. ES must review and approve the placement and labeling of the ES Product.

ES Products in electronic form must be placed or distributed in a manner that identifies and delineates the ES Product and that does not imply ES endorsement of the licensee or any commercial entity, product, or therapy. ES will provide a descriptive text and/or a stylized logo that the licensee will use to identify the licensed ES Product. ES must review and approve the placement and labeling of the ES Product in the overall context of the licensee’s website or other vehicle. Corporate and product advertising may be placed on web pages that contain ES Products, including content directed to patients, with ES’s prior review and approval and with disclaimers as required.

Commercial product sales are subject to a license agreement; licensees and products will be evaluated on a case-by-case basis. Bulk purchase pricing, royalties, and other fees apply.

2. Unbranded Content Licensing

Organizations may license ES copyrighted content and apply their own branding, without any ES name, logo, design, or other ES branding. Content is attributed to ES through a copyright legend and/or other citation approved by ES. In addition, the content carries a disclaimer or other tagline as

¹ “ES Products” include, without limitation, journals, books, professional education materials, meeting session recordings, webinars, podcasts, patient education content, and other print and digital products. Any associated ES trademark is part of the ES Product.

required by ES. Content may appear with corporate names or logos, or otherwise be branded to the licensee. Content may appear with advertisements. ES retains copyright ownership in licensed content.

In many cases, the licensee is permitted to translate, excerpt, or otherwise adapt the content, subject to applicable law and proper attribution and disclaimers. ES generally does not review adapted content, including translated portions of ES content mixed with non-ES content. ES generally does not hold copyright in the adapted content, including translated portions, but use of such adapted content is subject to a license to use ES's underlying content.

ES does not allow translation or adaptation where there is concern about the overall meaning of the content being lost or changed, or where there is concern about the adapted content being construed as an endorsement by ES. For these reasons, ES generally does not permit excerpts or modifications of meeting session recordings.

Samples of the content as used by licensee are provided to ES by the licensee upon request. ES reserves the right to withdraw the license if the content's use, modification, or adaptation is inconsistent with ES's mission or policies. Some content by its nature cannot be "unbranded" and is not eligible for this type of license.

Subject to a license agreement, evaluated on a case-by-case basis. Royalties and other fees apply.

3. Brand and Content Licensing

Organizations may license ES copyrighted content accompanied by an ES name, logo, design, or other branding, subject to ES's due diligence and quality control. The types of licensees that may be approved for brand and content licenses include medical publishers, education providers, and other entities that provide products and services that further the mission of the Society and have a strong track record of high-quality products.

Because the use of ES trademarks carries an implication that ES has approved or is associated with the product, ES exercises quality control over products using licensed content and trademarks. In addition to staff review, ES often appoints an ES member as editor or reviewer of the product. The product and marketing materials are subject to ES's approval and periodic review and carry a trademark legend, copyright legend, disclaimer, and/or other tagline as directed by ES. The product "look and feel" is essentially the same as those of the original ES content.

Under some circumstances, with the editor's or ES staff's oversight, the licensee may translate, modify, or otherwise adapt the content. ES retains copyright ownership in the original content and adapted product, including translations. ES content is clearly distinguishable from any non-ES content in the product.

A full translated work, or a significant body of translated content that is essentially the same as the original in all other respects, will be reviewed under and follow the Licensing Standards for “Brand and Content Licensing.”

The product may carry the publisher’s and sponsors’ names and logos, so long as these are not prominently placed and are in compliance with ES’s specifications. The product may carry advertisements that conform to ES’s policies. ES’s trademarks are placed in a manner that does not suggest ES endorses a company, commercial product, or therapy. An ES trademark is not placed near a product name, logo, or advertisement for any drugs, devices, services, or therapies used to diagnose, treat, monitor, manage, or alleviate health conditions.

ES reserves the right to withdraw the license if the content’s quality, use, modification, adaption, or distribution is inconsistent with ES’s mission, policies, or quality standards. Royalty fees apply. If the licensee secures sponsors, these sponsors will have no input in or influence over the selection, translation, or other adaptation of ES content.

Subject to a license agreement, evaluated on a case-by-case basis. Royalties and other fees apply.

4. Use of Logos and Other Trademarks

ES trademarks are only licensed in order to denote or recognize a status conferred by ES or its affiliates. A trademark license may be appropriate where the product or service meets members’ needs for tools to help improve the quality and effectiveness of patient care, as determined through ES’s review process. Examples of potential situations in which an organization may license an ES logo or other trademark include but are not limited to:

- ES has recognized the organization’s educational or scientific publication or symposium.
- The organization has received an award from ES and wishes to convey this in an advertisement or other announcement.
- The organization’s products or services are compatible with ES quality measures as determined through an ES review process.
- The organization recognizes individuals who participate in ES quality initiatives.
- The organization has entered a charitable fundraising alliance with ES.

Placement of the trademark or logo is reviewed and approved by ES. Except as specifically licensed, the logo or other trademark is not placed in a manner that suggests ES’s affiliation with or endorsement of any third-party product or service. The trademark is never used to suggest endorsement or partnership with any third-party company that manufactures drugs, devices, services, or therapies used to diagnose, treat, monitor, manage, and alleviate health conditions, or with its

products. The logo or other trademark is accompanied by a trademark legend, disclaimer, and/or other tagline as directed by ES.

Subject to a license agreement, evaluated on a case-by-case basis. Royalties and other fees apply.

Contact Us

If you have questions about these Licensing Standards or would like to pursue a licensing opportunity, please contact licensing@endocrine.org.

ES members seeking to use an ES trademark in connection with a grant, award, or quality initiative should contact licensing@endocrine.org

These Licensing Standards do not, in and of themselves, constitute all of the terms of a licensing agreement with ES. Any use of ES content or branding without permission is prohibited. All license arrangements described in these Licensing Standards require a written license agreement and are subject to ES's approval, at its sole discretion. All licensees must use ES content and trademarks in compliance with applicable law. ES style guides apply to all trademark uses. With rare exceptions, ES does not provide continuing medical education credit in connection with licensed products or programs, but local CME is permitted.

Some licensing opportunities do not fit entirely within one of the four types. ES reserves the right to waive certain standards or alter the terms of a standard licensing arrangement in its sole discretion and consistent with the core principles above. Trademark, content, and data licenses may also be incorporated within broader business transactions or affiliations, with their own terms and conditions. All licensing arrangements are on a case-by-case basis and do not waive these Licensing Standards for prior or subsequent arrangements.ⁱ

ⁱ The Endocrine Society thanks the American Society of Clinical Oncology for publicizing its Licensing Standards, which have informed and inspired this document.