



Licensing Standards of American Society of Clinical Oncology

(February 18, 2021)

Introduction

As the world's leading professional organization for physicians and others engaged in clinical cancer research and cancer patient care, American Society of Clinical Oncology, Inc. ("Society") and its affiliates¹ publishes and presents a wide range of oncologist-approved cancer information, educational and practice tools, and other content. The ASCO trademarks, including without limitation ASCO®, American Society of Clinical Oncology®, JCO®, Journal of Clinical Oncology®, Cancer.Net™, QOPI®, QOPI Certification Program™, CancerLinQ®, CancerLinQ Discovery®, and Conquer Cancer®, are among the most highly respected trademarks in the fields of cancer research, oncology education, patient information, and quality care. This outstanding reputation is due in large part to the contributions of ASCO members and volunteers. Any goodwill or commercial benefit from the use of ASCO content and trademarks will therefore accrue to the Society and its respective affiliates and further their tax-exempt charitable missions. Any use of ASCO content and trademarks that may depreciate their reputation and value will be prohibited.

ASCO has adopted the Council of Medical Specialty Society's *Code for Interactions with Companies*, which provides guidance on interactions with for-profit 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").² The Society's Board of Directors has set out the following core principles, which guide all licensing arrangements:

- *All ASCO licensing activities are to be consistent with its mission.*
- *ASCO will not be subject to influence by Companies in conceiving, developing, or carrying out its programs, products, and services.*

¹ Unless otherwise specified, the term "ASCO" in these Licensing Standards refers collectively to American Society of Clinical Oncology, Inc., the ASCO Association, Conquer Cancer Foundation of the American Society of Clinical Oncology, CancerLinQ LLC, QOPI Certification Program, LLC, and all other affiliates of the American Society of Clinical Oncology, Inc.

² As revised (April 2015).

- *ASCO does not endorse or market, and the ASCO 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.*
- *ASCO does not accept Company support for development or publication of clinical guidance or measures.*
- *The ASCO brand will not be used in any manner that may be derogatory to the title, content, or authors of the material or to ASCO, 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.*

ASCO welcomes opportunities to license content and trademarks consistent with these principles and the Licensing Standards that follow. A strong licensing program supports ASCO’s mission of disseminating high-quality, credible cancer research and educational information to health care professionals and people affected by cancer worldwide. The purposes of these Licensing Standards are to promote transparency and independence in the licensing process and to streamline the process. To help in identifying and framing opportunities, commercial licensing is divided into four distinct types as described below. Each type covers both print and electronic media.

1. ASCO Product Sales

As used in these standards “ASCO Products” are those pre-existing products that (i) have been independently developed by or for ASCO, and (ii) are accompanied by a descriptive text and/or stylized logo denoting ASCO as the source of the product or content (the “Stylized Designation”³). Packages comprised of multiple (e.g., 5 or more) ASCO Products that have been independently selected, organized, or grouped by disease type or geographic relevance (e.g., independently selected groups of meeting presentations on specific disease types) will themselves constitute ASCO Products. Companies may not influence the creation of or selection of specific articles, presentations, or other content within any ASCO Product or any such packages. ASCO Products are licensed in bulk quantities or for wide distribution on an “as is” basis and may only be modified through labeling, packaging, and placement options approved in advance by ASCO. Production is generally handled by ASCO or its agents, though in some situations permission may be granted to the licensee for self-production. ASCO retains copyright

³ “ASCO Products” include, without limitation, items such as printed or electronic reprints of Journal articles, Educational Book articles, meeting abstracts, eLearning and self-evaluation courses, as well as admittance rights to offerings such as meeting content subscriptions or independently curated content. ASCO Products may also include printed or electronic reprints of meeting videos, slides or posters for limited purposes as approved by ASCO in its sole discretion on a case-by-case basis. Any associated ASCO trademark is part of the ASCO Product.

and trademark ownership in ASCO Products. ASCO Products may be translated with ASCO approval.

ASCO Products in printed form retain the ASCO design, packaging, and “look and feel.” Corporate names on the ASCO 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 ASCO branding and in a manner that does not suggest ASCO’s endorsement of the corporate advertiser’s goods or services. ASCO must review and approve the placement and labeling of the ASCO Product.

ASCO Products in electronic form must be placed or distributed in a manner that identifies and delineates the ASCO Product from any other content and does not imply ASCO endorsement of the licensee or any commercial entity, product, or therapy. ASCO will provide the applicable descriptive text and/or stylized logo that the licensee will use to identify the licensed ASCO Product. ASCO must review and approve the placement and labeling of the ASCO 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 ASCO Products, including content directed to patients, with ASCO’s prior review and approval. Licensees will display such disclaimers as ASCO may require in connection with the ASCO Product.

Commercial product sales are subject to a license agreement or standard terms and conditions. There is no restriction on the type of licensee, but licensees and products will be evaluated on a case-by-case basis. Bulk purchase pricing or royalty fees apply.

2. Unbranded Content Licensing

Organizations may license ASCO copyrighted content and apply their own branding, without any ASCO name, logo, design, or other ASCO branding. Content is attributed to ASCO through a copyright legend and/or other citation approved by ASCO. In addition, the content carries a disclaimer or other tagline as required by ASCO. Content may appear with corporate names or logos, or otherwise be branded to the licensee. Content may appear with advertisements. ASCO 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. ASCO generally does not review adapted content, including translated portions of ASCO content mixed with non-ASCO content. ASCO 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 ASCO’s underlying content.

ASCO 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 ASCO. For these reasons, ASCO generally does not permit excerpts or modifications of unbranded meeting slides or posters.

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

Royalty fees apply. The licensee is solely responsible for expenses of producing any product with the licensed content.

3. Brand and Content Licensing

Organizations may license ASCO copyrighted content accompanied by an ASCO name, logo, design, or other branding (other than the Stylized Designation), subject to ASCO's due diligence and quality control ("Branded Product" ⁴). The types of licensees that may be approved for Branded Product licenses include medical publishers, education providers, and other entities that provide products and services that further the mission of the Society that have a strong track record of high-quality products. The licensee will not be a company (or corporate affiliate of a company) that manufactures or markets commercial oncology products or devices, but these companies may provide support in the form of sponsorship and advertising.

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

Under some circumstances, with the editor's or ASCO staff's oversight, the licensee may translate, modify, or otherwise adapt the content. ASCO retains copyright ownership in the original content and adapted product, including translations. ASCO content is clearly distinguishable from any non-ASCO content which may, with ASCO approval, be selected for presentation or inclusion in conjunction with the Branded Product so long as such distinction is maintained to ASCO's satisfaction.

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."

⁴ Branded Products include ASCO licensed programs such as Best of ASCO and ASCO DIRECT.

The Branded Product may carry the publisher's and sponsors' names and logos, so long as these are not prominently placed and are in compliance with ASCO's specifications. The Branded Product may carry advertisements that conform to ASCO's policies. ASCO's trademarks are placed in a manner that does not suggest ASCO endorses a company, commercial product, or therapy. An ASCO 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.

ASCO reserves the right to withdraw the license if the content's quality, use, modification, adaptation, or distribution is inconsistent with ASCO'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 ASCO content.

4. Use of Logos and Other Trademarks

ASCO trademarks are only licensed in order to denote or recognize a status conferred by ASCO 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 ASCO's review process. Examples of potential situations in which an organization may license an ASCO logo or other trademark include but are not limited to:

- ASCO has recognized the organization's educational or scientific publication or symposium.
- The organization has received an award, certification, or other formal designation from ASCO, its affiliates, or Conquer Cancer and wishes to convey this in an advertisement or other announcement.
- The organization's product or services is compatible with ASCO quality measures or other programming as determined through a review process.
- The organization recognizes oncologists who participate in ASCO quality initiatives.
- The organization has entered into a charitable fundraising alliance with Conquer Cancer.

Placement of the trademark or logo must be reviewed and approved by ASCO. Except as specifically licensed, the logo or other trademark may not be placed in a manner that suggests ASCO's or its affiliates', affiliation with or endorsement of any third-party entity, product, service, or therapy. The trademark may never be 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 must be accompanied by a trademark legend, disclaimer, and/or other tagline as directed by ASCO.

Royalty fees apply.

Contact Us

If you have questions about these Licensing Standards or would like to pursue a licensing opportunity, please contact ASCO's Division of Licensing, Rights & Permissions at licensing@asco.org.

Individual authors and others seeking one-time or limited permissions should contact permissions@asco.org. ASCO members seeking to use an ASCO trademark in connection with a grant, award, or quality initiative should contact the administrator of that particular program.

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

Some licensing opportunities do not fit entirely within one of these four types. ASCO 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. Royalties may be reduced or waived for members and non-profit licensees in ASCO's discretion. All special licensing arrangements are on a case-by-case basis and do not waive these Licensing Standards for prior or subsequent arrangements.

Application:

Applies to the Society, Conquer Cancer Foundation, CancerLinQ, QOPI Certification Program, and affiliates.

History:

Approved by the Society Board of Directors on September 10, 2009.

Amended by the Society Executive Committee on January 23, 2014.

Amended by the Society Board of Directors on August 17, 2016.

Amended by the Office of the CEO on November 14, 2017.

Amended by the Society Executive Committee on February 18, 2021.