WiDS License

This WiDS License is between The Board of Trustees of the Leland Stanford Junior University, an institution of higher education and a trust having corporate powers under the laws of the State of California, (“Stanford”), and the WiDS Ambassador who is indicated below as the licensee.

Stanford will allow third parties who share similar values and mission to plan an event in their area that coincides with the Women in Data Science (WiDS) Worldwide conference and/or the WiDS Datathon. To organize a WiDS regional event (which can include a regional conference, datathon workshop, or both), WiDS Ambassadors are required to agree and accept this License and abide by the WiDS Regional Event Rules, the WiDS Branding Guidelines (which you will receive after your event agenda is approved), and, if applicable, the WiDS Datathon Workshop Implementation Guide. The terms of this License may be modified or supplemented from time to time by Stanford in its sole discretion, as of the date indicated in the footer of this License.

1) Limited License:
Your acceptance of and agreement to the WiDS Branding Guidelines, the WiDS Ambassador Guide, the WiDS Datathon Implementation Guide (if applicable), and this WiDS License is indicated by your signing below and returning this License to the WiDS Worldwide team as part of your WiDS Ambassador or WiDS Datathon Workshop application. Stanford’s agreement to the terms and conditions of this License is included in acceptance of your WiDS Ambassador or WiDS Datathon workshop application by the WiDS Worldwide team. By the WiDS Worldwide team accepting your WiDS Ambassador or WiDS Datathon workshop application, Stanford grants you a limited, non-exclusive, revocable license to use (a) the WiDS Marks, (b) the WiDS regional event logo, and (c) any other Stanford IP that the WiDS Worldwide team may provide to you from time to time, but in all cases, only in connection with the specific WiDS regional event(s) that is(are) approved for you by the WiDS Worldwide team and only to create, develop, distribute and use related WiDS regional event content for your approved WiDS regional event; provided, however, that the foregoing license grant does not include any right (i) to modify the Stanford IP and, if used, such Stanford IP must be included in your WiDS regional event content without change, or (ii) to use, copy, reproduce and distribute any Stanford IP separate and apart from the pertinent WiDS regional event content or portion thereof. Your use of the Stanford IP

Dated Aug 18, 2021
must comply with the terms set forth herein and in the WiDS Regional Event Rules, the WiDS Branding Guidelines, the WiDS Ambassador Guide, and the WiDS Datathon Workshop implementation guide (when applicable). You also understand and agree that this License does not extend or include any Stanford name, logo, trademark or service mark other than the WiDS Marks.

The term of this License (“Term”), and the limited license granted hereby subject to the next paragraph, will begin upon acceptance of your application by the WiDS Worldwide team following your acceptance of these terms by signing below and will end upon the earlier of (i) Stanford’s termination of your License for any reason or (ii) the conclusion of your approved WiDS regional event. If this License expires or is terminated, then subject to the next paragraph, all WiDS Marks and other Stanford IP, WiDS branding and references to WiDS must be removed from all your WiDS regional event materials and your online presence.

In the absence of Stanford’s termination of this License due to your breach of the terms herein, after the Term you may archive and continue to make available for access and use the WiDS regional event content that you created during the Term provided that you require, in your applicable terms of use or otherwise, that Stanford IP included therein may not be removed, adapted or changed by the user and that the user may not distribute Stanford IP separate and apart from its respective item of WiDS regional event content.

You acknowledge and agree that all Stanford IP is owned by and the exclusive property of Stanford and that the WiDS Marks may be used solely to promote your WiDS regional event. In no event shall you or any person or entity that organizes, participates in, or performs services regarding your WiDS regional event, use the Stanford IP or the WiDS Marks for any other purpose, including, but not limited to, for the purpose of the sale of books, articles, publications, audio recordings, videos or other media, without the prior written consent of Stanford.

You further agree that WiDS regional events are events organized independently from other Stanford events, so all promotion of your WiDS regional event must include the disclaimer provided in the WiDS Branding Guidelines and may not directly or indirectly suggest or imply that your WiDS regional event is organized by Stanford. You may not transfer, sublicense or assign your rights to use the Stanford IP or the WiDS Marks. Stanford may require you to stop using Stanford IP or the WiDS Marks in connection with your WiDS regional event at any time. If you do not use the WiDS Marks according to the WiDS Branding Requirements and the WiDS Regional Event Rules, your License may be terminated.

You are prohibited by this License from registering, and you agree not to register, any of the WiDS Marks (including the WiDS regional event logo) or any other Stanford name, logo, trademark or service mark as or as part of your trademark or service mark or domain name in any jurisdiction anywhere in the world. You shall not contest Stanford’s ownership of or rights in the WiDS Marks. All usage of the WiDS Marks shall inure to Stanford’s benefit.

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2) Event Names:
Event names for all WiDS regional events, including yours, must use the Event Name assigned by the WiDS Worldwide team and the applicable WiDS regional event logo that is provided by the WiDS Worldwide team. You will have the right to use your Event Name and its WiDS regional event logo, which contains WiDS Marks, solely during the Term and within the limitations and requirements of this License. After the Term, your right to use the Event Name expires except for the limited use post-termination as provided above; however, if you apply for another WiDS regional event prior to the end of the Term you may request to use the same Event Name for the term of your new license (Stanford will duly consider such request, but is not obligated to grant your requested continued usage). In the event you have not actually used the Event Name for a WiDS regional event during the Term of this License or upon your application for another WiDS regional event, Stanford may terminate your use of that Event Name. In addition, notwithstanding any of the foregoing, Stanford may terminate your use of a particular Event Name and its WiDS regional event logo unilaterally and at any time and for any reason, in which case all your rights to use the Event Name and its WiDS regional event logo will cease and Stanford may use such Event Name and its WiDS regional event logo or license the use thereof to any third party, all in its sole discretion.

3) Waiver of Liability:
a) You will be responsible for all resources, equipment, staff, lodging, food, or other materials necessary or required for your WiDS regional event. Stanford will not be responsible or liable for providing you with any resources, personnel or materials other than any online resources made available by the WiDS Worldwide team at Stanford. You must obtain sufficient insurance to satisfy applicable legal requirements and to cover personal injury experienced by your staff, volunteers, or participants of the WiDS regional event.

b) You agree to assume full responsibility for all injuries or damages you or others may sustain arising out of or caused by acts or omissions by you, you agent, contractor or employee in connection with your WiDS regional event, and to indemnify, defend and hold harmless Stanford and its affiliates; its or their employees, volunteers, licensors and suppliers; and other WiDS licensees from and against any liability, costs, or damages arising from or caused by such acts or omissions.

4) Privacy obligations:
As an organizer of a WiDS regional event, you and your team will be collecting and storing personally identifiable information from your event speakers, staff and attendees (“WiDS Regional Event Related Personal Information”). You agree never to sell WiDS Regional Event Related Personal Information to any third parties and agree not to provide WiDS Regional Event Related Personal Information to any third party without proper consent or permission. You agree to follow all applicable privacy laws in any jurisdiction that is applicable to your use, storage and processing of the WiDS Regional Event Related Personal Information. Furthermore, with respect to any WiDS Regional Event Related Personal Information that you may provide to Stanford, you shall obtain all necessary consent and permission prior to sharing such information with Stanford.

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5) Forum and Choice of Law:
The terms of this License and the rights, obligations and performance of the parties hereunder shall be governed by the laws of the State of California, without regard to conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration conducted in Santa Clara County, California, which shall be governed by the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. You agree that the terms of this License are the entire agreement between you and Stanford and supersede all communications of any kind between you and Stanford with respect to any WiDS regional event, the License and any guidelines, rules or policies incorporated in this License.

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