



Association for Laboratory Automation

Agreement

This Agreement is dated the ____ day of _____ 200__, by and between the Association for Laboratory Automation (ALA), a Virginia Not-for-Profit Corporation with offices at 330 West State St., Geneva, IL 60134, and (CLIENT)

_____ with offices at _____

Mail House name and contact: _____

Email address for mail house: _____

Recitals

- A. MAILER COMPANY is in the business of printing and mailing bulk mailings or electronic mailings for third parties, including client.
- B. The ALA has granted CLIENT license and permission to utilize ALA's mailing list (the "List"), as provided herein.
- C. The List is valuable proprietary information of the ALA.

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the ALA and CLIENT hereby agree as follows:

1. **Grant of License.** The ALA has granted CLIENT license and permission to utilize the list for a single promotional mailing, to be printed, prepared and mailed or e-mailed by the MAILER COMPANY. MAILER COMPANY shall not disclose or keep the List or any portion of thereof. Said license shall be for a single use only. MAILER COMPANY shall not mail or otherwise send or cause to be delivered more than one item to each addressee included in the List. CLIENT and any employed MAILER COMPANY bear the risk of typographical and other errors contained in the mailed materials. With regards to a second mailing (pre- or post-event) this form must be completed again as matter of administrative documentation.
2. **Documentation Procedure.** The ALA requires a copy of any and all materials to be mailed or e-mailed from the CLIENT prior to commencing any mailing or e-mail. Please send to Barry Sacks, ALA Director of Exhibits, at 312.541.0573.
3. **Consideration.** CLIENT is solely responsible for payment to ALA for use of the List, if not part of any event exhibit booth purchase program. The MAILER COMPANY is not liable to ALA for payment. CLIENT also is solely responsible for arrangements and payment to the MAILER COMPANY. ALA is not liable to MAILER COMPANY for payment.
4. **Confidentiality.** MAILER COMPANY acknowledges that, in this course of its relationship with the ALA, MAILER COMPANY has or will become acquainted and entrusted with certain confidential information, including, without limitation, the List. MAILER COMPANY agrees that its employees and agents will hold confidential information in the strictest of confidence. MAILER COMPANY agrees not to disclose the List to any other third-party or source. The CLIENT and MAILER COMPANY agree to not use the List beyond its purpose as it ties to an ALA event and not to the detriment of the ALA. MAILER COMPANY agrees to destroy all List information within 15 days of completion of the mailing.
5. **Governing Law and Forum.** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia or the state of Illinois, which ever is applicable for the ALA.
6. **Assignment.** This agreement may not be assigned the CLIENT or MAILER COMPANY without ALA consent.
7. **Non Waiver.** The waiver of a party of a breach of any provision of this agreement shall not operate as a waiver of any subsequent breach or any other provision of this agreement.
8. **Amendments and Termination.** This agreement may not be amended or terminated except by writing executed by all of the parties hereto.

In witness whereof, the ALA and CLIENT have executed and delivered this agreement as of the date written below:

CLIENT

The ALA

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____