

## Membership List Rental Information

*Please review all terms prior to completing a request for a mailing list.*

Mailing lists and membership data for the Society of Critical Care Medicine customers are described below. For information regarding these mailing lists, list counts and order placement, call SCCM Customer Service at +1 847 827-6888. All information is updated on a daily basis to ensure an accurate list. Lists are delivered within 10 working days of receipt of order.

SCCM List: The Society's database is comprised of more than 13,000 physicians, registered nurses, respiratory therapists, pharmacists and pharmacologists, scientists and other healthcare professionals dedicated to improving the care of the critically ill. The Society can provide a list comprised of members, non-members or both. An approximate breakdown of our database is as follows:

	Members*	Nonmembers
Physicians	11,300	28,000
Nurses	1,800	10,600
Pharmacists	1,600	2,000
Other Healthcare Professionals	1,300	17,000
Total	16,000	57,600

*\*These numbers represent the total SCCM membership. Actual numbers will be lower as some members elect not to be included in the rental of our mailing lists.*

NOTE: These numbers change on a regular basis. Contact Customer Service at +1 847 827-6888 for the most current counts.

Rental Rate: \$250 per thousand (Minimum Charge \$600)
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Rush Charge: \$75
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*Prices are subject to change without notice.*

**Special Sorts:** Special sorts can be made from the SCCM mailing list and are available upon request. Common requests are for specific professions, medical specialties and geographic areas.

**Limitations:** The use of SCCM mailing lists is limited to those purposes applicable to the practice and/or betterment of critical care; SCCM considers renting the mailing lists a service to our customers. All mailing pieces are subject to approval by SCCM.

**Terms:** The SCCM membership database is copyrighted; mailing lists are sold for a one-time use only by the requester and names cannot be re-entered or reproduced by any means under any circumstances. SCCM reserves the right to deny any list request.

## Ordering Instructions:

To place your order, you must have the following completed:

- 1) List Order Form (must be signed by a representative of your organization)
- 2) A complete sample of the mail piece (can be faxed, mailed or emailed)
- 3) A signed license agreement
- 4) A signed mail house agreement (required if using a third-party mailing house)

**Shipping:** All orders are delivered via email unless otherwise requested. Shipping and handling charges will apply to all orders not delivered via email. Such orders will be shipped via UPS regular ground service at \$9 unless otherwise requested. Any method of shipping other than UPS regular ground service will be at your expense and additional charges will be added to the invoice.

**Rush Charges:** A \$75 processing fee will be applied to all rush orders. All rush orders will be shipped within 2-4 working days after the rental list has been approved by SCCM. Orders not delivered via email will be sent via UPS Second Day Air.

**Available Formats:** Lists can be sent as an Excel file.

### Membership List Order Form

Complete, sign and return this form with a sample of the mailing piece for which the list will be used to:

Society of Critical Care Medicine

35083 Eagle Way

Chicago, IL 60678-1350, USA

Phone: +1 847 827-6888 • Fax: +1 847 493-7226

I understand that the names and addresses furnished by the Society of Critical Care Medicine (SCCM) are the sole property of SCCM and are supplied to my organization for the specific mailing indicated by the sample enclosed. Lists are for one time use only (per list purchased). No facsimile of this list will be reproduced in any fashion and will not be put to any other use. I also understand that SCCM reserves the right to deny any list request.

\_\_\_\_\_  
Name of Organization Representative

\_\_\_\_\_  
Number of sets (if more than one)

\_\_\_\_\_  
Signature of Organization Representative

List Desired (check all that apply):

\_\_\_\_ Complete Database

\_\_\_\_ Members only

\_\_\_\_ US Only

\_\_\_\_ US & Canada

\_\_\_\_ International Only

**Sequence:** \_\_\_\_ ZIP Code Order

\_\_\_\_ Alphabetical

**Special Sorts:** \_\_\_\_ Physicians (includes Residents/Fellows)

\_\_\_\_ Pharmacists

\_\_\_\_ Respiratory Therapists

\_\_\_\_ Nurses

Other \_\_\_\_

**Specialty Desired** (see attached list). \_\_\_\_\_

**Geographical Location** (list specific states, cities, or ZIP codes) \_\_\_\_\_

*Please contact SCCM for availability and costs of any other special sorts.*

List required by \_\_\_\_\_ Rush Order (\$75) Date (MUST SPECIFY)

**Payment Information (must be provided with order): Ship to (if different from payment information):**

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

#### Payment Information

\_\_\_\_ Check (US funds drawn on a U.S. bank) or Intl. Money Order

\_\_\_\_ Visa \_\_\_\_ MasterCard \_\_\_\_ American Express \_\_\_\_ Discover

Credit Card# \_\_\_\_\_

Expiration Date \_\_\_\_\_

Cardholder Name \_\_\_\_\_

Cardholder Signature \_\_\_\_\_

### **Mailing List License Agreement**

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Society of Critical Care Medicine ("Licensor"), a California not-for-profit corporation, and \_\_\_\_\_ ("Licensee"). In consideration of the covenants and terms contained herein, the parties hereby agree as follows:

1. the names provided are confidential and proprietary Information of the Society of Critical Care Medicine (SCCM)
2. names will be used for a one-time MAILING USE only;
3. names will be used only for the specific mailing for which they were ordered and for no other purpose, unless specifically authorized by SCCM;
4. names will not be copied for use as a mailing list or otherwise;
5. names will be used within one month after receipt In order to retain the advantages of list accuracy;
6. SCCM is not required to provide forwarding addresses for undeliverable mail;
7. use of the list for telemarketing purposes is PROHIBITED;
8. the list will be used for non-commercial purposes only;
9. the Licensee agrees to furnish SCCM with a copy or sample of printed material, literature and advertising material prior to fulfillment of order made in accordance with this agreement;
10. SCCM retains the right to decline to rent its list to any organization at its discretion;
11. SCCM retains the right to decline to rent its list to any organization intending to use the list for the purpose of membership recruitment;
12. SCCM retains the right to decline to rent its list to any organization when the purpose is to promote an educational program that competes with a similar SCCM educational program or product;
13. the list or mailing piece will not imply SCCM endorsement, directly or indirectly;
14. if the Licensee is requesting the mailing list to promote a job opening, the Licensee must list the job opening with SCCM's Career Central prior to the request;
15. the list will not be used to communicate information which is false, defamatory or misleading;
16. the Licensee must pay SCCM a royalty up front for the use of the License based on the current price list.

In the event Licensee violates any term of this License Agreement, Licensee agrees that Licensor shall be entitled to recover all costs, damages and attorney's fees occasioned by actions to enjoin violation of this license and in pursuing damages and any other relief. It is the specific intent of the parties that the court has jurisdiction and authority under this License Agreement to award all available relief including each element of the foregoing. Licensee agrees to Indemnify and hold Licensor harmless against any action arising out of or relating to use of Licensor's list.

The parties have executed this Agreement as of the day and year first above written.

Licensee by:

Signed \_\_\_\_\_

Printed \_\_\_\_\_ Date \_\_\_\_\_

**Society of Critical Care Medicine by:**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed \_\_\_\_\_

Changes approved by SCCM Executive Committee 4/4/04



### Mail House Agreement

This AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the Society of Critical Care Medicine ("SCCM"), a California not-for-profit corporation, and \_\_\_\_\_ ("Mail House").

In consideration of the covenants and terms contained herein, the parties hereby agree as follows:

Subject to a separate agreement, SCCM has granted \_\_\_\_\_ ("Licensee") a non-exclusive license for the use of SCCM's mailing list, which requires Licensee's use of an independent mailing company to utilize the License and which is contingent upon execution by Mail House of the terms and conditions contained in this agreement. Mail House acknowledges that SCCM's mailing list is confidential, is the sole and exclusive property of SCCM and is protected by United States Copyright, Trade Secret and other laws. Further, Mail House agrees to use the License and SCCM mailing list only subject to the terms of this Agreement and SCCM's agreement with Licensee, incorporated herein. Mail House agrees not to make, sell, use, reuse, reproduce, make available to others, distribute, disclose or otherwise utilize SCCM's mailing list or information contained therein. Mail House is hereby granted permission to assist Licensee in use of the License granted by SCCM to Licensee. SCCM does not grant to Mail House or to any other person use of SCCM's mailing list to create or update any mailing lists or data bases or for any purpose other than that which may be set forth in the separate agreement between SCCM and Licensee.

In the event Mail House violates any term of this Agreement, Mail House agrees that SCCM shall be entitled to recover all costs, damages and attorney's fees occasioned by actions to enjoin violation of this Agreement and in pursuing damages and any other relief. It is the specific intent of the parties that the court has jurisdiction and authority under this License Agreement to award all available relief including each element of the foregoing.

The parties have executed this Agreement as of the day and year first as written.

Licensee by:

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Printed \_\_\_\_\_

**Society of Critical Care Medicine by:**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed \_\_\_\_\_

Mail House by:

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed \_\_\_\_\_

(Revised 7/26/17)