

## **CENTER REPORTING INTRANET EXPRESS LICENSE**

### **Non-Exclusive Software Site License Agreement**

Users are required to obtain this license in order to use the Center Reporting Intranet software. Please fill out the license agreement and return it to UW Center for Commercialization.

#### **Procedure for filling out the license:**

Print out the attached license agreement form and Exhibit A.

1. Complete the licensing company information in the preamble of the Agreement.
2. Complete the contact information on Exhibit A.
3. Have the license agreement signed by an authorized representative of your institution.
4. Fax the completed agreement to (206) 616-3322. You may also send a Purchase Order.
5. UW Center for Commercialization will review the agreement, countersign it or contact you. When the license is complete, you will receive a copy of the executed agreement with an invoice.
6. Your invoice will include a license agreement number.
7. Include the license and invoice numbers on your check. A confirmation by facsimile of the wire transfer amount and date by the issuing bank will substitute for confirmation by UW. You can mail your fee to: Contracts Manager, UW Center for Commercialization, University of Washington, 4311 11th Ave NE Suite 500, Seattle, WA 98105-4608.
8. Software access information will be sent to the Company Contact via email upon receipt of payment.
9. Please contact our office if you have any questions about this process:

UW Center for Commercialization  
University of Washington  
Phone: (206) 543-3970  
Fax: (206) 616-3322  
Email: [license@u.washington.edu](mailto:license@u.washington.edu)

## UNIVERSITY OF WASHINGTON

### CENTER REPORTING INTRANET INTERNAL USE AGREEMENT

This Center Reporting Intranet Internal Use Agreement (“Agreement”) is dated and effective as of the date of last signature (the “Effective Date”), and is made by and between the University of Washington, a public institution of higher education and an agency of the state of Washington, acting through UW Center for Commercialization (“University”), and \_\_\_\_\_, having administrative offices at \_\_\_\_\_ (“Company”), (individually “Party” or collectively “Parties”).

#### Background

Whereas, University has developed technology that allows centers to collect information about their membership and members’ activities for reporting purposes, known as the Center Reporting Intranet through software development by University Chemistry Department employees, Suzanne Hunter and Ly Pham, with support from the Science and Technology Center program of the National Science Foundation No. DMR 0120967, and such technology is embodied by copyrighted software and technical information (“Licensed Technology,” as further defined below).

**NOW, THEREFORE**, the Parties agree that:

#### 1. Definitions

For purposes of interpreting this Agreement, the following terms have the following meanings ascribed to them:

1.1. “Authorized Users” means employees or agents of Company, or other individuals or entities that are authorized by Company to access the Licensed Technology and whose use of the Licensed Technology is controlled by Company and are bound by the terms of this Agreement.

1.2. “Licensed Software” means the website code and scripts in source code format as more fully described on Exhibit A.

1.3. “Licensed Technology” means the Licensed Software and the related Technical Information as described in Exhibit A.

1.4. “Modifications” means any modification, improvement, development or derivative work based on, derived from, or related to any of the Licensed Software or any changes or extensions introduced into the Licensed Software created or developed at any time after the Effective Date, and rights therein.

1.5. “Sublicense” means the grant by Company to a Third Party of any license, option, first right to negotiate, or other right granted to Company under Article 3 “Grant of License” of this Agreement, in whole or in part.

1.6. “Technical Information” means the documentation delivered to Company that relates to the Licensed Software, as described on Exhibit A.

1.7. “Third Party” means an individual or entity other than University and Company.

## **2. Term and Termination**

2.1. Term. The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Article, will expire on the date on which no valid copyright remains in any of the Licensed Technology.

2.2. Termination By University. University may terminate this Agreement upon notice if Licensee is in breach of this Agreement and fails within 30 days of a written demand for performance to cure such breach.

2.3. Termination By Company. Company may terminate this Agreement at any time by delivering to University a written notice of termination at least 30 days prior to the effective date of termination.

2.4. Effect of Termination. After termination of this Agreement, Company shall have no further license rights to the Licensed Technology. In addition, Company shall certify in writing to University within 30 days of the effective date of termination that Company has destroyed all copies and Modifications of Licensed Technology made for, by, or under the direction of Company.

## **3. Grant of License**

3.1. Company's Rights. Subject to the terms and conditions of this Agreement and University's reserved rights set forth in Section 3.2 "University's Reservation of Rights," University hereby grants to Company, and Company hereby accepts, a non-exclusive, non-transferable, worldwide license for Authorized Users to use, reproduce, display, perform, and create Modifications of, the Licensed Technology. This grant is limited to use of the Licensed Technology for internal purposes to Company. Under no circumstance shall Company distribute, grant any Sublicense, or otherwise transfer any or all of the Licensed Technology to any Third Party.

3.2. University's Reservation of Rights. University reserves all rights not expressly granted to Company under this Agreement. No provision of this Agreement grants Company, by implication, estoppel or otherwise, any rights other than the rights expressly granted it in this Agreement to the Licensed Technology, or to any other University-owned technology.

3.3. Use of University's Name and Trademarks or the Names of University Faculty, Staff, or Students. No provision of this Agreement grants Company any right or license to use the name or trademarks of University or the names or identities of any member of the faculty, staff, or student body of University. Company shall not use any such trademarks, names, or identities without University's and, as the case may be, such member's prior written approval.

## **4. Delivery of Licensed Technology**

University shall deliver the Licensed Technology to Company in a format mutually agreed to by the Parties and within a reasonable amount of time after receiving the payment specified in Article 5 "Payments."

## **5. Payments**

Company shall deliver to University the payments specified in, and according to the terms of, Exhibit A of this Agreement.

## 6. Infringement

Neither Company nor University is obligated under this Agreement to institute or prosecute a suit against any alleged infringer of Licensed Technology.

## 7. Release, Indemnification, and Insurance

7.1. Company's Release. For itself and its employees, Company hereby releases University and University's regents, employees, students, and agents forever from any suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses) relating to or arising out of (i) the reproduction, display, transmittal, performance, distribution, compilation, inclusion in compilations or collective works, or Modifications of, the Licensed Technology, or the provision of services utilizing the Licensed Technology; or (ii) the assigning or sublicensing of Company's rights under this Agreement.

7.2. Company's Indemnification. Throughout the term of this Agreement and thereafter, Company shall indemnify, defend, and hold University and its regents, employees, students, and agents harmless from all suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorneys' and investigative expenses), relating to or arising out of the Company's provision of services utilizing the Licensed Technology.

## 8. Warranties

8.1. Authority. Each Party represents and warrants to the other Party that it has full corporate power and authority to execute, deliver, and perform this Agreement, and that no other corporate proceedings by such Party are necessary to authorize the Party's execution or delivery of this Agreement.

8.2. Disclaimers.

**8.2.1. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 8.1 "AUTHORITY" OF THIS AGREEMENT, UNIVERSITY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, AND MAKES NO REPRESENTATIONS CONCERNING THE LICENSED TECHNOLOGY AND ANYTHING ELSE DELIVERED OR OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8.2.2. The Licensed Technology has been developed as part of research conducted at the University. The Licensed Technology is experimental in nature and is made available "AS IS," without obligation by University to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of Licensed Technology is with Company.

8.3. Remedy Limitation. **EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT, AND IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, WORK STOPPAGE, LOST DATA OR ANY OTHER**

**RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.**

8.4. Damage Cap. **IN NO EVENT WILL UNIVERSITY'S TOTAL LIABILITY FOR THE BREACH OR NONPERFORMANCE OF THIS AGREEMENT EXCEED THE AMOUNT OF PAYMENTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.**

**9. General Provisions**

9.1. Amendment and Waiver. This Agreement may be amended from time to time only by a written instrument signed by the Parties. No term or provision of this Agreement will be waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No waiver of a breach will be deemed to be a waiver of a different or subsequent breach.

9.2. Assignment. The rights, interests, and licenses granted by University in this Agreement are personal to Company and may not be assigned, delegated, or otherwise transferred without the written consent of University. This Agreement will inure to the benefit of Company and University and their respective permitted assignees and trustees.

9.3. Construction. The headings preceding and labeling the sections of this Agreement are for the purpose of identification only and will not in any event be employed or used for the purpose of construction or interpretation of any portion of this Agreement. As used herein and where necessary, the singular includes the plural and vice versa, and masculine, feminine, and neuter expressions are interchangeable.

9.4. Enforceability. If a court of competent jurisdiction adjudges a provision of this Agreement unenforceable, invalid, or void, such determination will not impair the enforceability of any of the remaining provisions hereof and the provisions will remain in full force and effect.

9.5. No Third-Party Beneficiaries. No provision of this Agreement, express or implied, confers upon any person other than the Parties to this Agreement any rights, remedies, obligations, or liabilities hereunder. No Sublicensee shall have a right to enforce or seek damages under this Agreement.

9.6. Notices. All notices, requests, and other communications that a Party is required or elects to deliver will be in writing and will be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to another address as a Party may designate by notice given pursuant to this article and shall be deemed delivered upon receipt or 10 days after sent to the last address provided, whichever comes first:

If to University:	UW Center for Commercialization ATTN: Director, Technology Licensing 4311 11 <sup>th</sup> Avenue NE, Suite 500 Seattle, WA 98105-4608 Facsimile No.: 206-685-4767
If to Company:	See Company Contact on Exhibit A

9.7. Proprietary Markings. Company shall retain in the Licensed Technology and in any Modifications the proprietary notices and legends as provided by University, including without restriction any and all copyright, trademark, patent notices and legends pertaining to attribution, source of developments, funding sources, and disclaimer of risk, and at the request of University shall promptly modify such proprietary notices and legends to conform to University's reasonable requirements.

9.8. Relationship of Parties. In entering into, and performing their duties under, this Agreement, the Parties are acting as independent contractors and independent employers. No provision of this Agreement shall create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. No Party shall have the authority to act for or bind the other Party in any respect.

9.9. Survival. Immediately upon the termination or expiration of this Agreement all Company's rights under this Agreement will terminate; provided, however, Company's obligations that have accrued prior to the effective date of termination or expiration of this Agreement (*e.g.*, the obligation to make payments). The obligations and rights of each party set forth in Articles 2 "Term and Termination," 7 "Release, Indemnification, and Insurance," 8 "Warranties," and Sections 9.15 "Forum Selection" and 9.16 "Entire Agreement" will survive the termination or expiration of this Agreement.

9.10. Applicable Law. The internal laws of the state of Washington will govern the validity, construction, and enforceability of this Agreement, without giving effect to the conflict of laws principles thereof.

9.11. Forum Selection. A suit, claim, or other action to enforce the terms of this Agreement will be brought exclusively in the state and federal courts of King County, Washington. Company hereby submits to the jurisdiction of that court and waives any objections it may have to that court asserting jurisdiction over Company or its assets and property.

9.12. Entire Agreement. This Agreement (including all attachments, exhibits, and amendments) is the final and complete understanding between the Parties concerning licensing the Licensed Technology. This Agreement supersedes any and all prior or contemporaneous negotiations, representations, and agreements, whether written or oral, concerning the Licensed Technology. This Agreement may not be modified in any manner, except by written agreement signed by an authorized representative of both Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their respective authorized representatives.

**University of Washington**

**Company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**A1. Licensed Software and Technical Documentation:**

A1.1 Licensed Software. The Licensed Software includes all the code and files for the Center Reporting Intranet, version 1.0, as identified by University. The package includes the website code and a script for generating the necessary database tables.

A1.2 Technical Information. The Technical Information includes a “read me” file with installation instructions, further technical documentation, and system requirements (to be provided by Company) for installing and using the Licensed Software.

**A2. Payments:**

A2.1 Up-front Payment. Company shall pay to University, within 30 days of the Effective Date, the amount of US \$1,000 as an up-front payment. This up-front payment shall be non-refundable.

A2.2 Payments. Company shall make all payments by check, wire transfer, or any other mutually agreed-upon and generally accepted method of payment. All checks to University will be made payable to “University of Washington” and will be mailed to the address specified in Section 9.6 “Notices” of this Agreement. Upon request, University shall deliver to Company written wire transfer instructions.

A2.3 Currency and Checks. All computations and payments made under this Agreement will be in United States dollars. The exchange rate for the currency into dollars as reported in the *Wall Street Journal* as the New York foreign exchange mid-range rate on the last business day of the previous month to the month in which the transaction was entered into will be used for determining the dollar value of transactions conducted in non-United States dollar currencies.

**A3. Company Contact**

Company shall be contacted at the following contact:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_