

## ***TrainSMART Software***

**TrainSMART Software** is made available as part of the University of Washington's Express Licensing program. Please fill out the license agreement and return it to the UW Center for Commercialization.

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

**1. FILL**

This is a **fillable PDF form**. Fill out the highlighted fields on the license agreement.

**2. PRINT**

Print out the license agreement.

**3. SIGN**

License must be signed.

**4. MAIL**

You can fax, email, or mail the completed and signed form.

If you wish to include customization or technical assistance, please contact UW Center for Commercialization ([license@uw.edu](mailto:license@uw.edu)) and the International Training and Education Center for Health (I-TECH) to discuss your project. **SOFTWARE ONLY**

- 5.** UW Center for Commercialization will contact you if we have any questions. Otherwise, we will review the agreement and countersign it. When the license is complete, you will receive a copy of the executed agreement.

## **Non-Exclusive TrainSMART Software and Data Storage Services License Agreement**

The University of Washington ("UW"), a public institution of higher education and an agency of the State of Washington, USA, acting through the UW Center for Commercialization and having administrative offices at 4311 11th Avenue N.E. Suite 500, Seattle, Washington, USA 98105-4608 on behalf of the UW Department of Global Health, International Training and Education Center for Health (I-TECH) and \_\_\_\_\_ ("Licensee"), a non-UW affiliated Licensee with a place of business at \_\_\_\_\_, (collectively referred to as Parties) agree to enter into this license agreement, including all Schedules referenced herein ("Agreement") effective as of the latest date upon which this Agreement is fully executed ("Effective Date") as follows:

### **1. Background**

The UW through I-TECH, a center in the UW's Department of Global Health under the direction of Professor King Holmes, MD, PhD Chair of the UW Department and the supervision of Ann Downer EdD, Executive Director of I-TECH, with worldwide offices and staff in Africa, Asia, the Caribbean, and the United States has developed TrainSMART™ (Training System Monitoring and Reporting Tool) software to provide a web-based training and data collection system (the "Software" as defined below) and provides secondary Data Storage Services (defined below). The mission of I-TECH is to work with local partners to develop skilled health care workers and strong national health systems in resource-limited countries. I-TECH promotes local ownership to sustain effective health systems. The Software and Data Storage Services allow users to accurately track data about training programs, trainers, and trainees, to better evaluate programs and report activities to stakeholders. UW through I-TECH desires to provide support ("Program Services and Customization Assistance" as defined below) for customization and implementation of the TrainSMART™ system to strengthen training systems for health care workers in resource-limited countries in furtherance of UW's public interest mission.

UW and Licensee desire to set forth herein the terms governing Licensee access to and use of the Software, Data Storage Services and Program Services and Customization Assistance (as defined below).

### **2. Definitions**

2.1. Authorized Users means those for whom the Licensee permits access to the UW Technology and for whom the Licensee assumes the responsibilities and conditions under the terms of this agreement, including the following types of users: Licensee's current employees; Licensee-designated users at any facilities, locations, or organizations affiliated, owned, directly managed, or funded by the Licensee.

2.2. "Confidential Information" means any information of the Parties not generally known to the public, including any information comprised by those materials, and including without limitation the Parties business plans or reports. Confidential Information does not include any information that:

2.2.1. is required by law to be disclosed;

- 2.2.2. is or becomes part of the public domain through no fault of receiving Party;
  - 2.2.3. is known to receiving Party prior to the disclosure by the disclosing Party, as evidenced by documentation;
  - 2.2.4. is publicly released as authorized under this Agreement;
  - 2.2.5. is subsequently obtained by a Party from a Third Party who is authorized to have such information; or
  - 2.2.6. is independently developed by a Party without reliance on any portion of the Confidential Information received from the disclosing party and without any breach of this Agreement as evidenced by documentation.
- 2.3. "Customization Assistance" means the additional Licensee-requested scope of work and specialized support and customization of the UW Technology as outlined in Schedule C. For Software Download only licenses, no Customization Assistance is provided.
- 2.4. "Data" means information related to Licensee's training information pertaining to Licensee training events and/or participants in Licensee training events that is electronically stored on the Server and accessed through the Software.
- 2.5. "Data Storage Services" means storage of Data on Server.
- 2.6. "Delivery Date" means the date on which UW provides Licensee an Internet address by which Authorized Users may gain access to Server.
- 2.7. "Feedback" means Licensee's written report of their usage, testing, revision and derivatives, including comments and bug-reports to UW, as outlined in Section 6.
- 2.8. "License Fee" means the amount due for the permissions granted to the Licensee under this Agreement as set forth in Schedule B.
- 2.9. "Licensed Sites" means facilities designated by the Licensee from which Authorized Users access the Program Services.
- 2.10. "Program Services" shall be the UW Technology services available to the Licensee for scope of work including technical assistance and services of the Software as identified in Schedule B.
- 2.11. "Revisions" means derivatives of Software, distributed by UW to Licensee during the term of this Agreement. Revisions include but are not limited to modifications to Software by UW, in response to Licensee comments and bug-reports, and functionality extensions, bug fixes and other improvements to the UW Technology.
- 2.12. "Server" means the UW-contracted third party server on which the Software and Data are remotely accessed by the Internet and through which Data Storage Services are provided.
- 2.13. "Software" means the description of the Software code specified in Schedule A.
- 2.14. "Technical Contact" means the contact person identified in Section 10.
- 2.15. "Training Materials" means manuals, instructional resources and curriculum produced by I-TECH which may be included in Program Services and Customization Assistance provided to the Licensee.
- 2.16. "UW Technology" means the combination of the Software, Revisions and the methods and processes embodied therein, any technical information, specifications and instructions as may be supplied on an as-needed basis for the deployment of the Software, access to the

Server for Data Storage Services, Training Materials, deployment and implementation of the Program Services and, if required, any UW Customization Assistance identified in Schedule C. For Software download only licenses, no Customization Assistance is provided.

### **3. Term**

This Agreement shall commence on the Effective Date and, shall expire one (1) year from Delivery Date. This Agreement will be renewed annually, provided UW sends Licensee an invoice for one (1) year of service, and receipt by UW of Licensee's timely payment of the License Fee.

### **4. Grants and Obligations**

4.1. Subject to the terms and conditions of this Agreement and UW's reserved rights set forth in Section 4.3 "UW's Reservation of Rights," UW hereby grants to Licensee, and Licensee hereby accepts, the following:

4.1.1. a non-exclusive worldwide right to reproduce, distribute, modify, display, perform, compile, and include the Software in compilations and collective works; and,

4.1.2. a non-exclusive worldwide right to access and enter Data using the UW Technology and store Data on the Server via Licensed Sites for the purpose of the Authorized User's collection and reporting of Licensee's Data. This grant is limited to the Licensee's use and does not authorize the Licensee to provide access, or re-distribute the UW Technology to any Third Party; and,

4.1.3. a non-exclusive limited right to reproduce, distribute, perform, and display the Training Materials for the use of Authorized Users. For the avoidance of doubt, Training Materials may not be modified without the prior written agreement of UW and concurrence of the UW Technical Contact.

4.1.4. Licensee will not, and does not have the right to sublicense its rights under this Agreement.

4.2. UW shall own any Revisions or derivative works of the UW Technology created as a result of Program Services and Customization Assistance. Incorporation of the Revisions or Feedback in the Software or in the UW Technology shall be at the sole discretion of UW at no fee and no cost to UW.

4.3. UW reserves all rights not expressly granted to Licensee under this Agreement. No provision of this Agreement grants Licensee, by implication, estoppel or otherwise, any rights other than the rights expressly granted it in this Agreement to UW Technology, or to any other UW-owned technology.

4.4. Licensee shall retain in the UW Technology the proprietary notices and legends as provided by UW, including without restriction any and all copyright, trademark, and patent notices, and legends pertaining to attribution, source of developments, funding sources, and

disclaimer of risk, and at the request of UW shall promptly modify such proprietary notices and legends to conform to UW's reasonable requirements.

4.4.1. Licensee shall include the following wording attributing the UW Technology to UW on any web page that provides access to the UW Technology and in marketing materials at locations and in such a manner as determined at Licensee's discretion, with reasonable consideration of any UW's requested changes: "TrainSMART™ has been developed at the University of Washington, International Training and Education Center for Health (I-TECH) and licensed to <<insert name of licensee>> under agreement with the University of Washington."

4.5. At least once per calendar year, starting on the Delivery Date and continuing throughout the Term, and if so requested by UW, Licensee shall also provide a list of Authorized Users and written reports of its Feedback, including comments and bug-reports, to UW regarding the condition and performance of the UW Technology.

4.5.1. Licensee shall ensure that Authorized Users are made aware of and adhere to the obligations of this License.

4.5.2. Licensee shall provide UW with login information for the Licensed Sites for a period of one week at least once per calendar year, starting on the Delivery Date and continuing throughout the Term.

4.6. Licensee and Licensed Sites agree that all computers from which the Server is accessed will have installed currently updated security and anti-virus protection software.

4.6.1. Access to the Server and Data and use of the Software is strictly limited to Authorized Users. In no event shall Licensee permit third parties or persons who are not Authorized Users to access the Server or Data or to use the Software.

4.6.2. Licensee shall request and implement a new password to Software as necessary, such as in the event of termination of an Authorized User.

4.6.3. All Data stored on the Server shall at all times remain the property of the Licensee and Licensee grants permission to UW to view the Data only to the extent necessary to provide the Data Storage Services, and undertake activities as identified in Section 4.5 and to provide other services that may be separately negotiated.

4.6.4. Data that is considered Confidential Information by the Licensee and it submits to the Data Storage Services shall be identified in writing as "Confidential" by the Licensee prior to submission.

4.7. Licensee shall not use the UW Technology or Revisions in an operating environment in which it might be relied upon to perform in the same manner as a commercially released product, or with data that is not sufficiently backed up, or in an insecure, uncontrolled or public environment.

4.8. Licensee shall gain no ownership neither in the UW Technology or Revisions.

## **5. Delivery and Access; Interruptions and System Resources**

5.1. On Delivery Date, UW shall provide Licensee an Internet address by which Authorized Users may gain access to Server at reasonable times and for reasonable periods for the purpose of using the Software and providing Data Storage Services.

5.1.1. Access to the Software and the Server may be interrupted for maintenance and upgrades to the Software and/or the Server. When possible; the interruptions will be announced in advance via email and at <http://www.trainingdata.org/home/>.

5.1.2. Access to the Server shall be controlled through an individual login and password assigned to each Authorized User by the UW Technical Contact, or by the Licensee under the direction of the UW Technical Contact.

5.2. Licensee understands and agrees that access to the Server and network to which it is attached is subject to interruptions due to factors beyond the control of UW and that, despite the UW's best efforts, the Server and network to which it is attached, may not be error free or free from viruses, malicious code or other harmful components.

5.2.1. Licensee further agrees that UW Technical Contact may establish reasonable limitations on Licensee use of Server and Server resources.

## **6. Debugging and Support; Feedback**

6.1. During the term of this Agreement, at the sole discretion of the UW Technical Contact, UW shall endeavor to correct program defects in and provide modifications to the Software and Data Storage Services. UW agrees to provide support by answering electronic or telephonic inquiries from Licensee's Technical Contact and Authorized Users on an "as-available" basis. Under this Agreement, the entire scope and extent of the foregoing services shall not exceed the outline of activities in Schedules B and C, excluding support, programming and setup time by UW Technical Contact for Licensee's initial access to the UW Technology. Any additional extension of programming time and I-TECH resources shall be by prior written mutual agreement and identified in Schedule C, "Customization Assistance."

6.2. Licensee hereby authorizes UW to contact Authorized Users at mutually convenient times to request Feedback on use of Software and Program Services.

6.3. Licensee agrees to provide timely Feedback upon request from UW. Licensee agrees that UW is permitted to use the Licensee and Site-provided Feedback at no charge or royalty in making changes to the Software.

## **7. Fees and Project Related Services and Customization and Additional Technical Assistance**

7.1 Licensee shall pay to UW License Fees for Program Services, Customization and Additional Technical Assistance as identified in Schedule C, due and payable upon execution of the Agreement. Should payment of the License Fee not be received from Licensee by UW within ninety (90) days of Effective Date, UW, at its sole discretion, may terminate this Agreement without notice.

7.2 UW Technology Program Services, Customization and Additional Technical Assistance as identified in Schedule C, will be provided with conditions, with the exception of Software Download only licenses in which no Customization Assistance is provided:

7.2.1 Program Services, Customization and Additional Technical Assistance will be provided by UW on an "as available" basis under the direction of the UW Technical Contact. The fee shall include any expenses incurred in the course of the Customization Assistance;

7.2.2 The scope of the Program Services, Customization and Additional Technical Assistance shall be based on a mutually agreed written scope identified in Schedule C. The Delivery Date and timing of any technical information or activities shall be at mutually agreeable times and locations, including in-person training or web-based training sessions that may be required by the UW Technical Contact for the deployment of the UW Technology.

7.2.3 Program Services, Customization and Additional Technical Assistance shall exclude basic or applied research that shall be more appropriately handled by UW through a sponsored research agreement. Licensee understands and agrees that UW is not operating as a vendor in the trade.

## **8. Termination**

8.1 UW may terminate this Agreement upon written notice if Licensee is in breach of this Agreement and fails within thirty (30) days of a written demand for performance to cure such breach. After notice period elapses, access to the Program Services shall be immediately terminated.

8.2 Provided Licensee has paid License Fee, Licensee may terminate this Agreement at any time by delivering to UW a written notice of termination at least sixty (60) days prior to the effective date of termination. UW shall not refund to Licensee any portion of License Fee received by UW for early termination.

8.3 The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either Party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such Party may have.

8.4 Termination of this Agreement shall terminate all rights and permissions granted to Subscriber relating to Work. The obligation to pay any required License Fee survives termination of this Agreement. After termination of this Agreement, Licensee shall not reproduce, display, transmit, perform, distribute, compile, include in compilations or collective works, or create a modification of, the UW Technology and shall have no further license rights to the UW Technology and Program Services. In addition, Licensee shall certify to UW within thirty (30) days of the effective date of termination that Licensee has destroyed the UW Technology and any copies or Revisions of UW Technology.

## **9. Risk**

9.1 THE UW TECHNOLOGY IS EXPERIMENTAL IN NATURE AND IS PROVIDED "AS IS" WITH ALL FAULTS, AND WITHOUT ANY OBLIGATION TO PROVIDE SUPPORT OR SERVICE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND INTERFERENCE IN LICENSEE'S POSSESSION AND USE OF THE UW TECHNOLOGY, AND ANY WORK PRODUCTS, INCLUDING WITHOUT LIMITATION MODIFICATIONS AND DOCUMENTATION, PROVIDED TO LICENSEE BY UW PURSUANT TO THIS AGREEMENT. LICENSEE'S POSSESSION AND USE OF THE UW TECHNOLOGY IS ENTIRELY AT LICENSEE'S OWN RISK. IN NO EVENT WILL THE UW'S TOTAL LIABILITY FOR THE BREACH OR NON-PERFORMANCE OF THIS AGREEMENT EXCEED THE AMOUNT OF PAYMENTS MADE TO THE UW UNDER SECTION 7 OF THIS AGREEMENT. THIS LIMITATION WILL APPLY TO CONTRACT, TORT, AND ANY OTHER CLAIM OF WHATEVER NATURE. This indemnification clause shall survive the termination of this Agreement. (Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply.)

9.2 For itself and its Authorized Users and Licensed Sites, Licensee hereby releases UW and UW'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 the reproduction, display, transmittal, performance, or distribution, of the UW Technology or the provision of services involving the UW Technology.

9.3 Licensee shall defend, indemnify and hold harmless UW, and its officers, Software developers, employees, students, and agents, against any and all claims, suits, losses, damages, costs, fees, or other expenses resulting from Licensee's use of the UW Technology, including but not limited to any damages, losses, or liabilities whatsoever with respect to death or injury to any person and damage to any property but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UW, its officers, agents, or employees. This indemnification clause shall survive the termination of this Agreement.

9.4 This section shall survive termination of this Agreement.

## 10. Notice

10.1 Notice hereunder shall be delivered by hand, courier or certified mail with return receipt request to the address of parties identified as Contacts ("Contacts") herein, and shall be deemed delivered three (3) days after mailing.

For UW:

License-Related Issues

Director, Technology Licensing

UW Center for Commercialization

4311 11<sup>th</sup> Ave NE, Suite 500

For Licensee:

License-Related Issues:

Name:

Title:

Address:



Seattle, WA 98105-4608

Email: license@uw.edu

Facsimile: 206-543-0586

Email:

Facsimile:

UW Technical Contact:

Name: Robert McLaughlin

Title: Information Systems Manager

Address: 901 Boren Avenue, Suite 1100

(Box 359932) Seattle, WA 98104-3508

Email: robertmcl@u.washington.edu

Facsimile: 206-221-4945

Licensee Technical Contact:

Name:

Title:

Address:

Email:

Mobile:

## 11. General

11.1 This Agreement and the rights and benefits conferred upon UW by Licensee hereunder may be assigned or otherwise transferred by UW. Licensee may not assign or otherwise transfer the rights and benefits conferred upon Licensee by UW without the prior written consent of UW Center for Commercialization.

11.2 Licensee acknowledges that UW is an agency of the State of Washington and has obligations to maintain public records under RCW 42.56 et. seq. If UW receives a public disclosure request for Data or Licensee's access to the Server or any part thereof, UW shall notify the Licensee of the request. UW may in good faith, and at its sole discretion, respond to any such request, and in so doing, any release of information by UW that UW reasonably determines is not exempt from public disclosure shall not be deemed a breach of this Agreement.

11.3 Licensee hereby covenants and agrees that the use of UW Technology will comply with all applicable federal and state laws, including all federal export laws and regulations. Licensee acknowledges and agrees that the rights and obligations of this Agreement are subject to United States laws and regulations (including without limitation the U.S. embargo regulations of the U.S. Treasury Department, the U.S. Export Administration Regulations of the U.S. Commerce Department, the International Traffic in Arms Regulations of the U.S. State Department, and the U.S.A. Patriot Act, and including all amendments thereof) controlling the export of technical data, computer software, laboratory prototypes, and other commodities, and Licensee shall comply with all applicable United States export laws and regulations, without limitation. The transfer of certain technical data and commodities may require a valid export license from the relevant agency of the United States government. UW does not represent whether or not an export license will be required, does not represent whether or not any specific type of export license will be applicable, and does not represent that any applicable export license will be issued by any relevant agency or agencies. For additional information from the US Government website, see: [http://www.access.gpo.gov/bis/ear/ear\\_data.html](http://www.access.gpo.gov/bis/ear/ear_data.html)

11.4 No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies

hereunder. Amendments to this Agreement must be in writing, referencing this Agreement, and be signed by duly authorized representatives of UW and Licensee.

11.5 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be in any way affected or impaired thereby.

11.6 In the event either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the non-performing party, the non-performing party shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay.

11.7 This Agreement shall be construed in accordance with, and its performance shall be governed by the laws of the State of Washington, USA without giving effect to any conflict of laws and provisions. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, USA. Licensee and UW accept the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts.

11.8 This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof. Any amendment of these terms and conditions must be in writing and signed by both parties.

The UW and Licensee have executed this Agreement by their respective duly authorized representatives on the dates given below.

**Licensee**

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

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

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

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

**University of Washington**

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

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

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

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

**UW Concurrence**

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

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

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

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

## Schedule A:

### Definition of UW Technology

#### Software:

The Training System Monitoring and Reporting Tool (TrainSMART™) is I-TECH's web-based training data collection system. It allows users to accurately track data about training programs, trainers, and trainees, to better evaluate programs and report activities. In addition to capturing training and participant data, TrainSMART™ has a robust reporting module that allows users to run various automatic reports, as well as create and save customized reports that can be run at any interval. The system is built on a MySQL database, and is accessible with an Internet connection.

#### Technical Information and Specifications

TrainSMART was built on the LAMP platform utilizing Linux, Apache, MySQL, and PHP. Users interface with the software via a web browser the minimum requirements for server and client usage can be found below:

Server side software requirements

**PHP 5 (5.2 or higher preferred)**

**Apache 2.0.54+**

**MySQL 4.1.11 or higher (5 preferred)**

**SVN Client 1.4.4+**

**SVN Client Tools**

**'--enable-pdo'**

**'--with-pdo-mysql=/usr'**

**'--with-pdo-pgsql=/usr' '--enable-soap'**

Client side software requirements

**Windows Internet Explorer 7 or 8**

**Firefox 2 or 3**

**Safari 3 or 4**

#### Data Storages Services

All data is housed on secure servers that utilize the most progressive technology. The data center employs a redundant power supply system, state of the art HVAC and fire repression systems. The server software ensures data safety and 99.9% uptime

**Schedule B**  
**License Fees for Program Services and Customization**

B.1 Licensee shall pay to UW, "License Fees" according to the schedule below, in the following amounts:

<b>SOFTWARE DOWNLOAD ONLY</b>	
<b>Description of Services for UW Technology</b>	<b>Fee</b>
<ul style="list-style-type: none"> <li>• Downloading Software</li> <li>• No Additional Program Services</li> </ul>	<b>Non-profit:</b> No License Fee <b>All other Organizations:</b> \$10, 000
<b>Optional – Deployment Assistance for Download</b> <ul style="list-style-type: none"> <li>• I-TECH provides 4 hours of deployment assistance*</li> <li>• Fee is non-refundable</li> </ul>	\$600 / 4 hours of deployment assistance
	<b>Total Fee \$</b>
* If further assistance is needed, additional 4 hour blocks can be purchased	

<b>Web-hosted Program Services and Fees</b>			
<b>Description of Services Provided for UW Technology</b>			
<ul style="list-style-type: none"> <li>• Administering &amp; maintaining TrainSMART Software for Licensee access to Server and use Data Storage Services by Authorized Users</li> <li>• Bug fixes integration of new TrainSMART Revisions</li> <li>• Infrastructure maintenance &amp; data report development</li> <li>• Web hosting and Data Storage Services on UW Server Development of Human Resources for Health interface &amp; core functionality to link TrainSMART with existing Human Resource systems</li> </ul>			
<b>Services and Fees Available</b>			
<b>Service</b>	<b>Description</b>	<b>Non-Profit Organizations</b>	<b>Commercial Entities</b>
Basic	single url hosted on the trainingdata.org domain	\$3,000	\$13,000
Medium	2-4 urls hosted on the trainingdata.org domain, or 1 url hosted on alternative domain	\$6,000	\$16,000
Complex	5-9 urls hosted on the trainingdata.org domain, or 2+ urls hosted on alternative domain	\$12,000	\$22,000
Custom	>10 urls or other hosting needs not covered above	\$TBD	\$TBD
<b>Total</b>		\$	\$

B.2 Payment: All fees for the Licensed Program Services are payable in full within thirty (30) days of the invoice from UW.

B.3 Methods of Payment

B.3.1 If Fees are paid by check or purchase order (PO), make the check payable to: University of Washington. Send payment to the attention of Contract Manager, UW Center for Commercialization, 4311, 11<sup>th</sup> Ave. NE, Suite 500, Seattle, WA 98105-4608 Phone: 206-543-3970 Facsimile: 206-616-3322 Email: [license@uw.edu](mailto:license@uw.edu)

Note: There is a fifty (\$50) dollar fee for wire transfers. Instructions for a wire transfer appear on the UW invoice for TrainSMART Program Services and Customization and Additional Technical Assistance.

**Schedule C:  
Customization and Additional Technical Assistance**

**Licensee-Requested Customization and Additional Technical Assistance for TrainSMART™**

No Customization and Additional Technical Assistance is provided for Software download only license agreements.