

## Instructions

### ***Contrast Reaction Training* License Agreement**

---

#### *UW CoMotion Express License*

Access to Contrast Reaction Training Program Services requires completion of a license agreement.

To complete the license, please:

**1. COMPLETE & SIGN**

Complete the contact information in the first paragraph and on page 6. Complete information Exhibit A and sign the agreement.

**2. PRINT**

Print the attached license agreement form.

**3. MAIL , FAX, or EMAIL**

Fax, email, or send the signed agreement to:

Express Licensing Program  
UW CoMotion  
University of Washington  
4311 11<sup>th</sup> Avenue NE Suite 500  
Seattle, WA 98105-4608  
Fax: (206) 616-3322  
Email: [license@uw.edu](mailto:license@uw.edu)

**4.** UW CoMotion will review the agreement, countersign it, or contact you.

**5.** The Organization will receive a copy of the fully executed Agreement and will be contacted by the UW to arrange for access to Contrast Reaction Training Program Services.

For questions please contact the Contrast Reaction Training Contact at [contrast@uw.edu](mailto:contrast@uw.edu).

## License Agreement

### Contrast Reaction Training Site License

This License Agreement ("Agreement") is entered into between \_\_\_\_\_ with its offices at \_\_\_\_\_ ("LICENSEE") and the University of Washington, an institution of higher education and an agency of the State of Washington with its office at UW CoMotion, 4311 11<sup>th</sup> Avenue NE, Suite 500, Seattle WA 98105-4608 ("UW"). UW and LICENSEE agree as follows, effective as of the latest date upon which this Agreement is fully executed ("Effective Date").

### Background

Contrast Reaction Training is a web-based fully interactive training program using video case scenarios to teach the proper management of adverse patient reactions to contrast media ("Work").

LICENSEE offers training to healthcare professionals. LICENSEE desires to facilitate access to training for healthcare providers by paying license fees for those providers to obtain access to the Work.

UW desires that the Work be used as soon as possible in the public interest, and to this end desires the Work be used to facilitate delivery of contrast reaction training for LICENSEE internal training programs.

UW and LICENSEE desire to set forth herein the terms governing LICENSEE access to and use of the Work and the identification of UW activities needed to support access to the Work.

### 1 Definitions

1.1 "Authorized User" means LICENSEE's employees or contractors, healthcare providers and healthcare administrators who have been provided with a unique Password by the LICENSEE to access the Work.

1.2 "Delivery Date" means the date the Program Contact for UW, identified in Section 11 "Notices, sends Passwords to LICENSEE.

1.3 "Fees" means the license fees as described in Exhibit A of this Agreement.

1.4 "Password(s)" means the UW password(s) and provided to LICENSEE.

1.5 "Promotional Materials" means informational materials that advertise the Work.

1.6 "Server" means a UW operated computer server on which the Work is stored and accessed by Authorized Users.

1.7 "Site" means a single street address, building, single campus, or other single geographic location of the LICENSEE at which Authorized Users who have access to the Work are usually located.

## 2 **Term**

The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided in Section 9 “Termination and Suspension”, will expire one (1) year from the Effective Date (“Term”) and may be renewed annually, provided UW send LICENSEE an invoice for one (1) year of service, and LICENSEE’s timely payment of the Fee is received by UW.

## 3 **Grant**

Provided LICENSEE is complying with the terms and conditions of this Agreement and commencing on Delivery Date and continuing until termination or expiration of this Agreement, UW hereby grants to LICENSEE and LICENSEE accepts, a limited, non-transferable, non-exclusive right to provide access to the Work solely to Authorized Users by providing Passwords for the internal use of the LICENSEE for its non-commercial training activities.

## 4 **UW Ownership**

4.1 UW is the copyright owner of the Work and LICENSEE acquires no proprietary ownership, interest or right in the Work either during this Agreement or upon its termination for any reason.

4.2 LICENSEE agrees not to remove or obscure rights management markings, such as copyright, trademark, or patent markings from Work or printouts from Work.

4.3 All rights not expressly granted in this Agreement are solely reserved by UW.

## 5 **Licensee Obligations**

5.1 LICENSEE shall inform Authorized Users of the conditions of this Agreement, in particular on the conditions of Section 4, “UW Ownership,” and Section 10, “No Warranties and Disclaimers.”

5.2 LICENSEE agrees not to remove or obscure rights management markings, such as copyright, trademark, or patent markings from Work or printouts from Work.

5.3 LICENSEE shall not sublicense, sell, display, lend, rent, lease or otherwise transfer all or any of its rights under this Agreement, including the permission to provide access to the Work nor shall it copy or duplicate any screens or user interfaces in the Work.

5.4 LICENSEE shall provide UW with copies of all Promotional Materials. UW reserves the right to review Promotional Materials and UW may include written comments and requested changes to the Promotional Materials. LICENSEE agrees to make all reasonably requested changes to the Promotional Materials unless prevented from doing so by law. UW reserves the right to judge the acceptability of the requested changes by LICENSEE. UW may withdraw any or all of the Promotional Materials if both parties are not in agreement as to the acceptability of the changes as made by the LICENSEE.

5.5 This Agreement does not grant permission to use the trade names, identifiers, trademarks, service marks, or product names of the UW to LICENSEE, except as required for reasonable and customary use in describing the origin of the Work. LICENSEE shall not use the name “University of Washington,” its logo, marks, or any abbreviation thereof to without prior written approval from UW except as otherwise expressly provided in this Agreement.

5.6 LICENSEE hereby agrees that UW may contact Authorized Users at mutually convenient times to request comments and/or written communication by the Authorized User and/or LICENSEE on the use of Work ("Feedback"). Such Feedback will be voluntary and UW shall have the right to use Feedback without compensation back to LICENSEE.

5.7 LICENSEE is responsible for obtaining any releases, permissions and or any other document that it requires so that Authorized Users of LICENSEE provide Feedback on the Work.

5.8 LICENSEE agrees that all LICENSEE's computers from which the Server is accessed will have installed currently updated security and anti-virus protection software.

5.9 Access to the Server and use of the Work are strictly limited to Authorized Users who have agreed to the End User License Agreement. In no event shall LICENSEE permit third parties or persons who are not Authorized Users to access the Server or to use the Work. LICENSEE may substitute or add Authorized Users by prior written agreement with the Program Contact.

5.10 No confidential client or patient protected health information is used or exchanged in the Program

## 6 Delivery and Access

6.1 Initial Delivery. Program Contact shall deliver Passwords to LICENSEE within five (5) days of receipt of the Executed Agreement and payment of the Fee.

6.2 Upon receipt of Payment as specified in Exhibit A "Fees and Payment", UW shall provide Password(s) to LICENSEE. This number of Passwords may be increased by mutual written agreement of UW and LICENSEE according to Section 11 "Notices." If LICENSEE requests additional passwords administration services from UW, Additional Technical Assistance Fee may apply.

6.3 Access. Authorized Users may gain access to Work at reasonable times and for reasonable periods. Access to the Work may be interrupted for maintenance and upgrades to the Work or the Server. When possible, the interruptions will be announced in advance. 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 the 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.

6.4 Important Note and Technical Requirements for the Work include: End Users must have Adobe Flash Player. The current version of the Work is supported for Explorer, Google Chrome or other browsers. All users must have the latest version of Google Chrome, Firefox, Safari, or Explorer. The program works on all desktops, tablets and smart phones. However the small screen size of most phones may make the experience suboptimal.

## 7 Payment

LICENSEE shall pay to UW Fee(s) as identified in Exhibit A "Fees and Payment", due upon execution of this Agreement and UW invoice.

## 8 Technical Support and Feedback

8.1 UW agrees to provide support by answering electronic or facsimile inquiries from LICENSEE to the Program Contact on an "as-available" basis.

8.2 Additional extension of resources, customization, programming time, need for Program Contact personnel and resources shall be by prior written mutual agreement (“Additional Technical Services”) and subject to Fees as identified in Exhibit A “Fees and Payment”.

## 9 Termination and Suspension

9.1 Termination by LICENSEE. LICENSEE may terminate this Agreement at any time by delivering to UW a written notice of termination at least thirty (30) days prior to the effective date of termination.

9.2 Termination by UW. If LICENSEE breaches or fails to perform one or more of its duties under this Agreement, University may deliver to LICENSEE a written notice of default. University may terminate this Agreement by delivering to LICENSEE a written notice of termination if the default has not cured in full within ten (10) days of the delivery to LICENSEE of the notice of default, or if the default cannot be cured within such period, or if LICENSEE has failed to commence to cure such default in a manner reasonably satisfactory to LICENSEE.

9.3 Suspension of Access to the Work and the Server. UW Program Contact may at any time suspend access to Server by LICENSEE or any Authorized User if Program Contact determines such suspension is necessary for reasons of Server security or protection of Work.

### 9.4 Effect of Termination.

9.4.1 Cease Providing Access. Termination of this Agreement for any reason shall terminate all rights and permissions granted to Work. LICENSEE shall no longer have the right to distribute Passwords. LICENSEE shall certify in writing to UW CoMotion within ten (10) days after termination that passwords and documentation related to the Work have been destroyed.

9.4.2 Payment Due. All Payments of License Fee not paid before Termination become immediately due upon Termination and obligation to pay survives Termination of this Agreement.

9.4.3 End User License Agreements survive termination. Any End User License Agreements executed before the date of termination or expiration of this Agreement shall terminate or expire according to the terms and conditions of that End User License Agreement.

## 10 No Warranties and Disclaimers

10.1 Authority. UW represents that UW has full power to enter into this Agreement and to grant rights herein granted to LICENSEE and LICENSEE represents that it has full power to enter into this Agreement, to carry out its obligations hereunder and to accept the rights herein granted from UW.

10.2 LICENSEE agrees that the Work have been developed as part of and for use in research conducted at UW. LICENSEE acknowledges and understands that Work is experimental in nature and made available AS IS, without obligation by UW to provide accompanying support or services except as specified in this Agreement. The entire risk as to the quality and performance of the Work is with LICENSEE.

10.3 LICENSEE agrees the Work is for informational and educational purposes only and is not a substitute for the professional judgment of users, and Work shall not be used in any manner that implies the Work is a substitute for the professional judgment of healthcare professionals.

10.4 THE WORK IS PROVIDED "AS-IS" AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, UW MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, ALL MATTERS WITH RESPECT TO THE WORK. UW SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, LOST PROFITS, OR OTHER DAMAGES SUFFERED BY LICENSEE OR ANY THIRD PARTIES RESULTING FROM THE USE OF THE WORK OR SERVICES INCLUDING ANY LOSS OR CORRUPTION OF DATA. IN NO EVENT SHALL UW BE RESPONSIBLE OR LIABLE FOR ANY CLAIM FOR PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES ARISING FROM ANY ALLEGED BREACH OF THIS AGREEMENT BY UW. LICENSEE HEREBY RELEASES UW, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, FACULTY, AND STUDENTS FROM ALL CLAIMS RELATING TO THE FOREGOING.

## 11 Notices

11.1 Notices, requests and other communication required or permitted under this Agreement shall be in the English language and shall be in writing, shall refer specifically to this Agreement, and shall be deemed delivered upon receipt. If sent by email or facsimile (provided that a transmittal sheet indicates confirmation), or other electronic transmission, a confirmation copy will be forwarded. Any such notices, requests, and other communications shall be addressed as follows:

Official License- Related Notices to be sent to LICENSEE:	Attn: Title: Address: Facsimile: Email:
-----------------------------------------------------------------	-----------------------------------------------------

Technical Contact for LICENSEE:	Name: Title: Address: Facsimile: Phone: Email:
------------------------------------	---------------------------------------------------------------

Official License- Related Notices to be sent to UW:	<hr/> <p>University of Washington UW CoMotion Attn: Director Technology Licensing 4311 Eleventh Ave. NE, Suite 500 Seattle, WA 98105 Facsimile: 206-616-3322 Email: <a href="mailto:license@uw.edu">license@uw.edu</a></p>
-----------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

UW Program Contact: Email: [contrast@uw.edu](mailto:contrast@uw.edu).

11.2 UW or LICENSEE, by notice, may change the address to which notice will be sent and unless so notified of a change of address all notices mailed to LICENSEE or UW at the above stated address will be deemed sufficient.

## 12 Indemnification and Release

12.1 LICENSEE hereby releases UW and UW regents, employees, students, and agents forever from any suits, actions, claims, liabilities, demands, damages, losses, or expenses (including reasonable attorney's and investigative expenses) relating to or arising out of the reproduction, performance, display, transmittal, performance, or distribution of the Work.

12.2 Throughout the term of this Agreement and thereafter, LICENSEE 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 LICENSEE's use of or access to Work, including the use by an Authorized User of Work on behalf of LICENSEE, and including, without limitation, personal injury, property damage, breach of contract and warranty and products-liability claims relating to a Work.

12.3 This indemnification and release clause shall survive the termination of this Agreement.

## 13 Public Records

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 information regarding Authorized User's use of and access to the Server or any part thereof, UW shall notify 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.

## 14 General

14.1 Exclusion of United Nations Convention. The application of the United Nations Convention for contracts for the International Sales of Goods is hereby expressly excluded.

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

14.3 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.

14.4 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.

14.5 Assignment. This Agreement and the rights and benefits conferred upon LICENSEE hereunder may not be assigned or otherwise transferred by LICENSEE without the prior written consent of UW. This Agreement may be assigned by UW.

14.6 Event of Force Majeure. Failure of UW to perform or delay in the performance of UW's obligations under this Agreement due to any cause or event not reasonably within UW's control, including but not limited to casualty, labor disputes, failure of equipment, compliance with government authority or Act of God, shall not constitute a breach of this Agreement, and UW's performance shall be excused during such delay.

14.7 Entire Agreement. 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.

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

**For University of Washington**

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

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

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

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

**For LICENSEE**

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

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

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

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

**Exhibit A:**

**FEES AND PAYMENT**

**A1. Fees**

A1.1 License Fee. The Fee is one thousand five hundred (\$1,500) US Dollars per Site for the Password(s) provided by UW.

A1.2 Number of Sites at which Authorized Users have access to the Work: \_\_\_\_\_

A1.3 Number of Passwords requested: \_\_\_\_\_

A1.4 Additional Technical Services and Customization Fee. Additional technical services or customization shall be negotiated by prior written mutual agreement (“Service Fees”) and shall be payable in two equal installments: an initial fee payable prior to the start of the Additional Technical Services or Customization; and the remaining fee upon delivery by Program Contact to LICENSEE of UW’s report of completed Additional Technical Services or Customization.

A1.5 All Fees are payable in US Dollars full within thirty (30) days of the invoice from UW. Make checks payable to: University of Washington. Send payments to the attention of Contract Manager, UW CoMotion, 4311 Eleventh Avenue NE, Suite 500, Seattle, WA 98105-4608. Phone: 206-616-3451 Facsimile: 206-616-3322. Email: [license@uw.edu](mailto:license@uw.edu)