

Instructions

Whisper Evaluation License Agreement

UW CoMotion Express License

Access to Whisper requires completion of an “evaluation” license agreement.

To complete the license, please:

1. COMPLETE & SIGN

Complete the contact information 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 11th Avenue NE Suite 500
Seattle, WA 98105-4608
Fax: (206) 616-3322
Email: 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 Whisper.

Whisper Evaluation License Agreement

This Whisper Evaluation License Agreement (“Agreement”) is made by and between The University of Washington, a public institution of higher education having administrative offices in Seattle, Washington, through its office UW CoMotion, 4311 11th Avenue NE, Suite 500, Seattle WA 98105-4608 (“UW”), and _____ (“Licensee”) having a principal place of business located at _____.

Licensee wishes to use Whisper (“Technology”) for the sole purpose of evaluating whether to obtain a commercial license to the Technology (the “Evaluation”).

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

1. UW grants to Licensee a non-exclusive, non-transferable, revocable, license to use the Technology for a single academic term, at Licensee’s location solely for internal use for the Evaluation starting on October 12, 2015 until December 31, 2015, at which time Licensee’s right to use the Technology shall lapse and, at that time, the Technology will then become inoperable. If Licensee desires to continue using the Technology, Licensee must pay the applicable fees and must enter into another licensing agreement with the UW.
2. Licensee agrees that Technology is the sole intellectual property of UW. Licensee agrees to treat Technology as confidential. In no case shall Licensee take less care to protect the Technology than for its own confidential information. The Licensee agrees its employees using the Technology will be advised of, and they shall be subject to, the conditions in the Agreement

Without the express written permission of UW, Licensee agrees that it shall not:

- (a) Demonstrate, copy, sell or market Technology to any third party; or
- (b) Publish or otherwise disclose information relating to performance of the Technology or produced using Technology to any third party;
- (c) Modify, reuse, disassemble, decompile, reverse engineer or otherwise translate Technology or any portion thereof;
- (d) Use the Technology for any purpose other than the Evaluation; or
- (e) Provide access to the Technology to anyone other than employees of Licensee who are involved in the Evaluation and who are legally bound by obligations of confidentiality to Licensee.

3. TECHNOLOGY ARE 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 TECHNOLOGY. UW SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, LOST PROFITS, OR OTHER DAMAGES SUFFERED BY THE LICENSEE OR ANY THIRD PARTIES RESULTING FROM THE USE OF THE TECHNOLOGY,

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.

4. 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 related to the Technology 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. Licensee releases UW from liability for release of any information held by UW pursuant to a public records request.

5. All notices and other communications related to this Agreement shall be deemed to have been duly given (i) upon automated confirmation of email from UW to the Licensee, or (ii) 3 days after being sent by registered or certified U.S. mail (postage prepaid), or (iii) upon actual receipt if sent by express courier.

Notices will be addressed to:

For the University of Washington:	For the Licensee:
Director, Technology Licensing UW CoMotion University of Washington 4311 11th Avenue NE Suite 500 Seattle, WA 98105-4608 Email: license@uw.edu Fax: 206-616-3322	_____ _____ _____ _____

6. To the extent allowed by law, Licensee shall defend, indemnify, and hold harmless UW, and its officers, Technology’ developers, employees, students, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from Licensee’s possession and/or use of the 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. This indemnification clause shall survive the termination of this Agreement.

7. General

7.1 This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington, United States. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, U.S.A. Licensee accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts.

7.2 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, reference this Agreement, and be signed by duly authorized representatives of UW and Licensee. Headings are provided for convenience only.

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

7.4 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.

7.5 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.

7.6 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 the University of Washington

By: _____
Name: _____
Title: _____
Date: _____

For the Licensee

By: _____
Name: _____
Title: _____
Date: _____

Schedule A.
Description of Technology

A.1 Technology shall include the following services and training resources materials which require that the LICENSEE providing designated input and/or information needed for setup and deployment:

Researchers at the District Leadership Design Lab are working to develop a platform to facilitate and structure the observation and data use process for school district central offices. The goal of this development is to produce a system that could 'make practice visible' to multiple stakeholders in the district from the classroom level all the way to the Chief Academic Officer. The Whisper software facilitates the DL2's custom observation process. This includes 1) qualitative Note taking, 2) cleaning the notes, 3) Excerpting and Tagging the notes, and 4) evaluating the performance of the ILD. The software prototype also includes a number of data view and management features. The system facilitates the rapid location of qualitative data and advanced visualizations.