

Instructions

***Pre-School and Child Implicit Association Test Materials* Express Research License Agreement**

UW CoMotion Express License

Access to Pre-School and Child Implicit Association Test Materials 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 2. Complete information Schedule 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 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 Licensee will receive a copy of the fully executed agreement and will be contacted by the UW to arrange for access to Pre-School and Child Implicit Association Test Materials.

For questions regarding the Materials, please contact Dario Cvencek at dario1@u.washington.edu.

Use of the PSIAT and ChiAT requires using Inquisit by Millisecond Software. You must either take a license to the software from Millisecond <http://www.millisecond.com/>, or re-write the code.

University of Washington

Pre-School and Child Implicit Association Test Materials Express Research License Agreement

This Pre-School and Child Implicit Association Test Materials Express Research License Agreement (“Agreement”) is entered into as of the date upon which this Agreement is fully executed (“Effective Date”) between the University of Washington, an institution of higher education and agency of the state of Washington, (“UW”) and _____ (“Licensee”) (each a “Party” and collectively the “Parties”).

Background

UW has developed the Pre-School Implicit Association Test (“PSIAT”) and the Child Implicit Association Test (“ChIAT”) for administration to children, including technical specifications, techniques, tools, and materials used in administration of the tests (“Materials”) by the Institute of Learning and Brain Sciences as disclosed in part to UW in 2008 in Disclosure UW #44033 and further described in part in issued U.S. Patent No. 8,696,360. UW desires that Materials be used for academic research in ongoing validation of the Materials, and to this end desires the Materials be used in academic research by the Licensee (“Research”). UW and Licensee desire to set forth herein the terms governing Licensee’s access to and use of the Materials in the Research. UW and Licensee agree as follows:

1. Provided the Licensee adheres to the terms and conditions of this Agreement, UW grants to the Licensee and the Licensee accepts a non-exclusive, non-commercial license solely for Research purposes to use, display perform, copy, and modify the selected Materials (all choices described in Schedule A, “PSIAT and ChIAT Materials and Fees”). Absent Licensee’s agreement to the terms of this Agreement, Licensee has no rights to use Materials whatsoever. Licensee will not: a) distribute, disclose, compile, market, rent, lease, make, or sell the Materials, or include the Materials in a compilation or collective work, or transfer access to the Materials to any third party; b) assign or sublicense the Materials; c) use the Materials for production purposes; or d) allow unauthorized use of the Materials.
2. Contact between UW and the Licensee will be:

UW Technical Contact:	Licensee Technical Contact:
Dario Cvencek; Research Scientist	Name:
Institute for Learning and Brain Sciences, University of Washington	Title:
206 543-8029; Box 357988	Phone:
Portage Bay Building, Room 458	Email:
Email: dario1@u.washington.edu	
UW Agreement Contact:	Licensee Agreement Contact:
Director, Technology Licensing	Name:
CoMotion	Title:
4311 11 th Ave. NE, Suite 500	Address:
Seattle, WA 98105-4608	

Email: license@uw.edu	Email:
Fax: 206-543-0586	Phone:

3. The term of this Agreement will commence on the Effective Date and, unless terminated earlier, will expire five (5) years from the Effective Date ("Term"), unless Licensee chooses to renew this Agreement prior to Term expiration.

4. Licensee agrees that any use or application of the Materials beyond the scope of the Research will be under a new Agreement. The Licensee will provide a report in a mutually agreeable format to UW on the status of the Research using the Materials and any modifications or improvements made to the Materials prior to the expiry of the Agreement ("Feedback"). Licensee agrees that UW is permitted to use Licensee's Feedback, including and modifications or improvements, at no charge or royalty as provided by Licensee in making changes to the Materials.

5. Licensee will pay to UW the Fee(s) as set forth in Schedule A, "PSIAT and ChiAT Materials and Fees", for the Materials Licensee wishes to use in Research. All Fees are due and payable upon execution of this Agreement.

6. UW reserves the right to modify or make improvements in the Materials at any time without notice, and to terminate Licensee's access to the Materials should Licensee breach this Agreement, with no recourse by Licensee. Licensee will retain in the Materials and in any permitted copies Licensee makes from Materials, all proprietary notices and legends provided by UW, including without restriction any and all copyright, trademark, and patent notices, and legends pertaining to attribution, and disclaimer of risk. Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other designation of UW, including any contraction, abbreviation, or simulation of the foregoing.

7. The Materials are experimental in nature and is supplied "AS IS", without obligation by the UW to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Materials is with Licensee. For any software included in the licensed Materials, during the Term of this Agreement, at the sole discretion of UW Technical Contact, UW shall endeavor to correct program defects in the software. UW Technical Contact agrees to provide software support by answering electronic or telephonic inquiries from Licensee's Technical Contact on an "as available" basis. Any customization or additional support will be conducted under a separate agreement. Licensee hereby releases UW and UW regents, employees, students, and agents forever from any suits, actions, claims, liabilities, demands, damages, losses, or expenses (including, without limitation, reasonable attorney's and investigative expenses) relating to or arising out of the use, reproduction, or distribution of the Materials.

8. UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS REGARDING THE MATERIALS WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES PERTAINING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT OR INTERFERENCE IN LICENSEE'S POSSESSION AND USE OF MATERIALS AND LICENSEE'S USE OF THE MATERIALS ARE ENTIRELY AT LICENSEE'S OWN RISK. THE INFORMATION CONTAINED IN MATERIALS IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, LICENSEE'S KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT. UW EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MATERIALS DO NOT: 1) INFRINGE ANY PATENT, COPYRIGHT, OR TRADEMARK RIGHTS; OR 2) MISAPPROPRIATE ANY TRADE SECRET. IN NO EVENT WILL UW, ITS OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS,

AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO LICENSEE FOR ANY DIRECT, INDIRECT, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY BY LICENSEE'S USE OF MATERIALS, EVEN IF UW IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TERM "DAMAGES" INCLUDES, WITHOUT LIMITATION, ATTORNEY FEES, ANY LOST PROFITS, OR BUSINESS INTERRUPTION. THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

9. This Agreement constitutes the entire Agreement between the Parties concerning Licensee's use of the Materials. This Agreement is made in and will be governed by the laws of the State of Washington excluding choice of law principles. Any suit, action, or proceeding arising out of or relating to this Agreement will be decided in King County, Washington. Licensee accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts. This Agreement supersedes any verbal understandings and may only be modified or amended by a written amendment executed by both Parties' authorized officers. The application of the United Nations Convention for contracts for the International Sales of Goods is hereby expressly excluded.

Licensee and UW have signed below to indicate their acceptance of the terms of this Agreement.

Licensee

University of Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A

PSIAT and ChIAT Materials and Fees; Payments; Invoices

A.1 Materials and Fees

Description	Fee	Quantity	Sub-Total
SINGLE PSIAT/ChIAT CODE: Code for either one (1) PSIAT or one (1) ChIAT plus all the necessary picture/sound stimuli.	\$300		
MULTIPLE PSIAT/ChIAT CODES: Codes for either four (4) PSIATs or four (4) ChIATs plus all the necessary picture/sound stimuli. List - "Gender Identity" [] - "Gender Attitude" [] - "Math-Gender Stereotype" [] - "Self-Esteem" [] This is the default code Or, you can choose "Math Self-Concept" [] If both "Math Self-Concept" & "Self-Esteem" are selected, additional fee of \$150 is charged [] For both: \$650	\$500		
PSIAT FLAGS: Eight (8) star/circle PSIAT flags (yellow-blue-white) to use in self-esteem/self-concept PSIATs.	\$250		
ADAPTED KEYBOARD: One (1) adapted keyboard for either PSIAT (color-coded) or ChIAT (arrows).	\$450		
ANALYSIS PACKAGE: Analysis syntaxes needed to compute means, internal consistencies, exclusion criteria, Balanced Identity analyses.	\$300		
TOTAL:			

A.2 Payments

Fees for all Materials selected above in Section A.1 are payable by check, wire transfer, or any other mutually agreed upon and generally accepted method of payment. All checks to UW will be made payable to "University of Washington", will reference UW agreement number _____ and will be mailed to CoMotion, 4311 Eleventh Avenue NE, Suite 500, Seattle, WA 98105-4608. Phone: 206-616-3451. Facsimile: 206-616-3322. Email: CoMotion Finance at: ipfin@uw.edu.

A.3 Invoices

UW will send invoices for the fees to Licensee. UW will include Licensee's Purchase Order ("PO") numbers on the invoice if Licensee enters such PO number here: _____. UW will also include Licensee's PO numbers on invoices for the renewal of this Agreement if Licensee emails such PO number with reference to the UW Agreement number referenced in Section A.2 to CoMotion Finance at: ipfin@uw.edu at least 30 days prior to the expiration of the Term.