

Instructions for ALL PATIENTS SAFE – ORGANIZATION License Agreement

UW CoMotion Express License

To complete the license, please:

1. Return the completed agreement to license@uw.edu or fax to (206) 616-3322.
2. UW will review the license, and if everything is in order, you will receive a copy of the executed agreement and an invoice. The invoice will include a license agreement number.
3. Electronic Signature is available. Contact license@uw.edu to make arrangements.
4. Payment Options:
 - A. Check – make check payable to the University of Washington and indicate the license and invoice number on your check:
 - B. Purchase Order – You may also send a Purchase Order (if desired) at this time. For purchasing questions, please contact Express Licensing Program at (206) 543-3970 or license@uw.edu.
 - C. Wire Transfer - Wire transfer is also available, subject to a \$30 fee. You must follow the instructions on the invoice in order to pay with a wire transfer.

ATTN: Express Licensing Program
Agreement
Reference – ALL PATIENTS SAFE
UW CoMotion
University of Washington
4545 Roosevelt Way NE, Suite 400
Seattle, WA 98105-4608

ALL PATIENTS SAFE
Organization License
Agreement

This Organization Agreement (“Agreement”), is made between the University of Washington, a public institution of higher education, having administrative offices at 4545 Roosevelt Way NE, Suite 400, Seattle, WA 98105-4608 (“UW”) and the individual or organization with its mailing address at _____ (“Organization”). This agreement will be effective as of the date of the last signature on this Agreement (“Effective Date”).

Background

All Patients Safe: Suicide Prevention for Medical Professionals is a three- or six-hour interactive self-paced training course designed to address the public health crisis and provide the necessary tools to medical providers for preventing and educating patients about suicide (“Course”). UW desires to disseminate the Course data for use in the public interest and Organization desires to license Course solely for its internal training and educational purposes (“Organization Purpose”) of its Authorized Users (“Users”).

1. License Grant

1.1. Commencing on the Effective Date, and provided Organization complies with the terms of this Agreement, and subject to UW’s reservation of rights, UW hereby grants to Organization accepts, a limited, non-transferable, non-exclusive license for its Users to access the Course. Organization is granted the rights to perform, display, copy, and distribute the Course to its Users and to modify the Course only to the extent of adding Organization’s logo or to prepare promotional materials on the Course for its Users.

1.2. UW reserves all rights not expressly granted to Organization under this Agreement

2. Conditions

2.1. Organization acknowledges that Course is the intellectual property of UW and Organization shall cite Course copyright in all in any reference to the Course. Organization shall not remove or obscure rights management markings, such as copyright notices and patent numbers, from Course or printouts from Course. Organization acquires no proprietary interest in Course. Organization shall not sublicense, sell, lend, rent, lease or otherwise transfer all or any part of Course to any organization or individual that is not a party to this Agreement (“Third Parties”). Organization’s Users are not Third Parties.

2.2. Organization shall not download substantial portions of Course for any purpose, including local storage or use. Organization shall not access, download, retain, or reproduce substantial portions of Course, whether by automated polling systems, manual execution of sequential queries, or any other means.

2.3. Organization acknowledges that Course is for informational and educational purposes only and is not a substitute for the professional judgement of the Organization and no medical or patient-healthcare relationship is established by this Agreement. Organization shall not access Course or provide information from Course for any patient treatment. No confidential client or patient protected health information is used or exchanged in the Course. Organization acknowledges the Course is for healthcare professionals.

3. Delivery

3.1. UW shall provide Organization access to Course by providing to the Organization a password and website URL for Course within 3 business days of UW's receipt of Organization's License Fee. The password/URL will be for a dedicated URL for User registration. Upon successful completion of the Course's modules, Users may choose to obtain continuing education ("CE") credit certification by submitting the appropriate form and individually paying the payment of CE charges.

3.2. Organization will receive reports on the number of Users and User-completion rates on a quarterly basis during the Term of the Agreement.

4. Payment

Organization shall pay to UW the License Fees as identified in Schedule A, which are not refundable ("License Fee"). Additional customization and support is available for in-person skills reinforcement program services and 10 hours of customized consultation regarding suicide prevention protocols may be arranged between the All Patients Safe program and the Organization under a separate scope of work agreement by prior written mutual agreement and for fees identified in Schedule A.

5. Term

This Agreement shall expire 1 year from Effective Date and may be renewed annually, provided UW sends Organization an invoice for 1 year of service and Organization's timely payment of the invoice is received by UW within 30 days of the date of the invoice.

6. Termination

6.1. Provided the Organization has paid the License Fee, Organization may terminate this Agreement at any time upon 30 days written notice to UW. UW shall not refund to Organization any portion of License Fee received by UW for early termination. Termination of this Agreement shall result in termination of all rights and permissions granted to Organization under this Agreement. Upon termination of this Agreement, Organization shall destroy all copies and versions of Course in Organization's possession or control, and Organization will provide certification of compliance of all obligations of termination.

6.2. UW may terminate if Organization is in breach of this Agreement and fails to cure such breach, to UW's satisfaction, within 30 days of a written notice. The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either Organization or UW may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy each Party may have.

7. Feedback

Organization hereby authorizes UW to request Feedback on use of Course to assist in UW's continuing development of Course ("Feedback"). The timeliness and scope of the Feedback shall be at the sole discretion of UW. Organization agrees UW is permitted to use the any Organization-provided Feedback at no charge or royalty in making changes to Course.

8. Disclaimers

8.1. Course has been developed as part of research conducted at UW and is made available "AS IS,"

without obligation by UW to provide accompanying services or support. The entire risk as to the quality and performance of Course is with Organization. Should Course not work properly or be inappropriate for Organization purposes, Organization's sole remedy is to discontinue its use immediately and terminate this Agreement. Organization acknowledges that Course is for informational and educational purposes only and is not a substitute for the professional judgment of Organization.

8.2. Course IS PROVIDED "AS IS" AND THE UW DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, AND MAKES NO REPRESENTATIONS CONCERNING Course AND ANYTHING ELSE DELIVERED OR OTHERWISE PROVIDED TO ORGANIZATION UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UW BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT, AND IN NO EVENT SHALL UW BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, Course STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND INCURRED BY ORGANIZATION IN CONNECTION WITH THIS AGREEMENT. ORGANIZATION HEREBY RELEASES UW, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, FACULTY, AND STUDENTS FROM ALL CLAIMS RELATING TO THE FOREGOING.

9. Indemnification

Organization shall defend, indemnify and hold harmless UW, and its officers, Course developers, employees, students, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses by Organization or any third party resulting from Organization's possession and/or use of Course, 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.

10. General

10.1. 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. Organization accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts.

10.2. Notices hereunder shall be delivered by hand, air courier express or certified mail with return receipt requested to the address of the User, and shall be deemed delivered 3 days after mailing. Notices to UW shall be made to the following address: UW:ATTN: Director, Innovation Development, University of Washington, 4545 Roosevelt Way NE, Suite 400, Seattle, WA 98105-4608

10.3. Amendments to this Agreement must be in writing, reference this Agreement, and signed by duly authorized representatives of UW and User. Headings are provided for convenience only and shall not be referenced when interpreting the provisions of this Agreement.

10.4. 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.

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

10.6. 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.

10.7. 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. This Agreement may be executed by facsimile and in identical counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile, scanned, or photocopied signature (and any signature duplicated in another similar manner) identical to the original will be considered an original signature.

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

For University of Washington

For Organization

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

Fees, Payment and Organization Contact Information

A1. Fees

A1.1 License Fee are set on a discounted per person basis for each of the 3 hour or the 6 hour version of the Course, as identified below:

Tiers	Fee	Number of Users for 3 hour Course	Number of Users for 6 hour course	Subtotal
Single User	\$49 3 hour course \$98 6 hour course Per individual user			
Multiple Users Discount	>10 users 10% >50 users 15% >100 users 20%			
				Total: \$

A1.2 Additional customization and support is available as identified below:

In person skills reinforcement workshops	\$650/per hour plus travel. Organization is responsible for all costs related to hosting and venue requirements.
10 hours of consultation on suicide prevention protocols	\$2000 plus travel if required. Organization is responsible for all costs related to hosting and venue requirements.

A.1.3 All fees are payable in US Dollars full within thirty (30) days of the invoice from UW.

A.2. Make check payable to: Attention of Contract Manager, UW CoMotion, 4545 Roosevelt Way NE, Suite 400, Seattle, WA 98105-4608, Email: CoMotion Finance ipfin@uw.edu Phone: 206-543-3970, Facsimile: 206-616-3322, Email: license@uw.edu.

A.3 Upon request, University shall deliver to Organization written wire transfer instructions. Wire transfer is subject to an additional \$30 fee to be added to the payment.

A.4 Invoices for the fees shall be invoiced by University. University will include Organization’s Purchase Order (PO) numbers on the invoice for the Course if Organization enters such PO number here: _____, along with the contact name and email for the payer. Name:

_____ email: _____

Contact Information for Organization

Name: _____

Organization: _____

Address: _____

Email: _____

Phone: _____

Billing Address if different than Organization address above:
