

Instructions for UW CoMotion Express License

To complete the license, please:

1. PRINT

Print the attached license agreement form.

2. COMPLETE & SIGN

Complete the contact information for end users and individual users, as well as number of passwords required (must match total number of users). This includes first paragraph and sections 1.1, 1.4, 2.1, 2.2, 4.2 and Exhibit A.

3. MAIL, FAX, or EMAIL

You must send ALL OF THE PAGES of the license to CoMotion. Do not only send UW the signature page. We must have ALL of the pages returned. Fax, email, or send the signed agreement to:

Express Licensing Program
UW CoMotion
University of Washington
4545 Roosevelt Way NE, Suite 400
Seattle, WA 98105
Fax: (206) 616-3322
Email: license@uw.edu

- 4.** CoMotion will review the agreement, countersign it, or contact you. Once the Agreement below is signed by UW, the agreement will be sent back to you. An invoice will be sent to you by our CoMotion Finance in a separate email.

- 5.** Payment: Once you receive the invoice, please mail the license fee* to:

Express Licensing Program
UW CoMotion
University of Washington
4545 Roosevelt Way NE, Suite 400
Seattle, WA 98105
Phone (206) 543-3970

** Remember to indicate the invoice number on your check.* You can also pay via P.O or wire transfer. There is a \$30 fee for wire transfer. After you receive your copy of the executed agreement, contact ipfin@uw.edu to set up a wire transfer or P.O.

- 6.** Access will begin after payment is received.

rETHIC Training Toolkit License Agreement

This rETHIC Training Toolkit End User License Agreement ("Agreement") is made between the University of Washington, a public institution of higher education and an agency of the state of Washington ("UW") through its office CoMotion at 4545 Roosevelt Ave NE; Seattle WA 98103 and _____ ("End User") at _____.

BACKGROUND

rETHIC Training Toolkit is a culturally tailored training program for human subjects research with American Indian communities which includes Indigenous research principles and a grounding in the Common Rule ("Work") and is the intellectual property of the University of Washington. The Work is protected by copyright laws and international treaties and is licensed by UW on the terms and conditions set forth below.

1. License Grant

1.1. Provided that End User pays the license fee and conforms to the terms and conditions of this Agreement, UW hereby grants, and End User accepts, a limited, non-transferable, non-exclusive license to access, display and perform the Work via ___ number of passwords, and may print materials from the Work, provided such printouts are primarily for End User's use and are not a substantial portion of Work. Any other use including all commercial use and sublicensing requires prior written permission of UW.

1.2. End User may not copy, modify, translate, decompile, disassemble, or reverse engineer the Work or any copy thereof, or transmit the Work or any portion or copy thereof over a non-UW network.

1.3. End User shall gain no ownership in the Work and shall retain in the Work the copyright, trademark, or other notices pertaining to the Work as provided by UW.

1.4. End User shall not distribute, publish, or otherwise transfer or allow to be transferred the copies thereof, in whole or in part, without prior written permission of UW. For clarity, grant of rights is limited solely to the End User.

1.4a Notwithstanding the foregoing, End User has UW permission to deploy the Work to the Individual Users ("Individual Users") listed in this section, including Exhibit A – Additional Users, are responsible for conveyance of the terms of this Agreement to Individual Users.

Individual Users means:

Individual User:	Name	
	Title	
	Email	
	Phone	

Individual User:	Name Title Email Phone	
Individual User:	Name Title Email Phone	
Individual User:	Name Title Email Phone	
Individual User:	Name Title Email Phone	

1.5. UW reserves the right to modify or make improvements in Work at any time without notice. UW shall endeavor to correct and revise as identified by UW relating to Work's operation.

2. Fee, Delivery and Format

2.1. License fee for rights under this Agreement is:

\$500 USD for End User

\$500 USD for each Individual User

2.2. Fees are non-refundable and due upon End User's execution of this Agreement via wire transfer or credit card payment and is not refundable.

2.3. Fees are non-refundable and due upon End User's execution of this Agreement. All Fees are payable in U.S. Dollars.

a. For payment by Check or Purchase Order (PO), send instructions to:

Attention: Contract Manager, UW CoMotion,
4545 Roosevelt Way NE, Suite 400,
Seattle, WA 98105.
Phone: 206-543-3970
Facsimile: 206-616-3322
Email: ipfin@uw.edu

b. There is a \$30-dollar fee for wire transfers.

Please complete the below Fee schedule:

Code Description	Number Users	License Fee	Subtotal
End User	1	\$500	\$500
Individual Users (must match 1.4a and Exhibit A)		\$500	
		Wire Transfer Fee of \$30 if using wire transfer.	_____
		Total Fee Due on Signature	_____

2.4. Upon execution of this Agreement and receipt of license fee, UW will send passwords and instructions on accessing the Work to the End User at the email address provided below within 3 business days.

End User Contact Information

Name:	
Title:	
Address:	
Phone:	
Email:	
Fax:	

2.5. End User is responsible for distributing passwords for accessing the Work to Individual Users identified in 1.4a and Exhibit A.

3. Term and Termination

3.1. The term of this license is for the lifetime of the copyright of the Work.

3.2 End User may terminate this Agreement at any time upon written notice to UW.

3.3. UW may terminate this Agreement if End User is in default of any of its obligations set forth herein and fails within 30 days of a written demand for performance to cure such default.

3.4. The provisions under which this Agreement may be terminated will 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.

3.5. Termination of this Agreement will terminate all rights and licenses granted to End User relating to Work.

4. Warranties and Disclaimers

4.1. Work is intended for researchers and professions involved in American Indian and Alaska Native research ("Audience") and that Work is not meant to be a substitute for professional judgement. End User is responsible for ensuring the Audience associated with End User's use of the Work is appropriate.

4.2 End User agrees that he/she/they is the sole determiner of how the Work is deployed and is responsible for any use of the Work by Individual Users. End User and Individual Users shall include the following notice (or the equivalent thereof) in any printed excerpts: "rETHIC is the copyright of the University of Washington and licensed to _____."

4.3. End User acknowledges that Work is for informational and educational purposes only and is not a substitute for End User's professional judgement. END USER'S RELIANCE UPON WORK IS SOLELY AT END USER'S OWN RISK AND IF END USER USES THE WORK IN THE TRAINING OF OTHERS, END USER ASSUMES THE RESPONSIBILITY AND THE RISK FOR EVERYONE TO WHOM END USER GIVES ACCESS, OR FOR WHOM END USER DISPLAYS OR PERFORMS THE WORK.

4.4. Work is an academic research tool that is experimental in nature and is supplied "AS IS", without obligation by the UW to provide accompanying services or support. The entire risk as to the quality and performance of the Work is with End User.

4.5. UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF WORK OR ANY OTHER MATERIALS OTHERWISE PROVIDED TO END USER UNDER THIS AGREEMENT.

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

For University of Washington

By: _____

Name: _____

Title: _____

Date: _____

For Organization

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
Additional Users

Individual User:	Name Title Email Phone	
Individual User:	Name Title Email Phone	
Individual User:	Name Title Email Phone	
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