**Evaluation Tool License Agreement**

This License Agreement (the “Agreement”) is hereby made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_ (“Effective Date”), by and between with an official address of

 (hereinafter called or “Licensee”) and, Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Anschutz Medical Campus, a public institution of higher education created under the Constitution and the Law of the State of Colorado (hereinafter “Institution”), having administrative offices at University of Colorado Anschutz Medical Campus Bldg. 500, Suite W5130, 13001 E 17th Place, Aurora, Colorado 80045 (“Licensor”). Each party herein may individually be referred to as “Party” or “Parties” collectively.

The University of Colorado (“Licensor”) agrees to the following:

1. The Family Journey Assessment tool (FJA) is a developmental research tool jointly developed and owned by Dr. Bruno Anthony (“Licensor Scientist”) in his professional capacity at Georgetown University in concert with the Montgomery County Federation of Families for Children’s Mental Health (MCFF).
2. “Tool” shall encompass the following meaning and as further described in Attachment A, attached hereto: Montgomery County Federation of Families for Children’s Mental Health and Georgetown University Center for Child and Human Development has developed an instrument designed to help Family Support Providers (PSPs) track a family’s progress on its journey to self-efficacy and self-advocacy at a given point in time. It is also used to inform the PSPs work by helping to identify what the family needs, the goals that are linked to those needs, and the skills and strategies needed to move toward its goals. This instrument, here termed the “Family Journey Assessment” (FJA), consists of a Core Scale that measures caregiver knowledge and skills that are important goals of all types of family support, a subscale (Wraparound) to be used if families are involved in formal Wraparound that taps key functions tied to families’ participation in this process, and a subscale (Legacy) used for families’ who are involved in advocacy activities for other family members. Through this agreement, Licensor or Licensor Scientist will provide the Licensee with hard copies of the FJA and permit access to the online survey administration system or paper version of the surveys for individuals being trained by the Licensee.
3. “Modification” shall mean an improvement created by Licensee, which contains or incorporates the Tool. The Tool, including, but not limited to, parts of the Tool contained or incorporated in Modifications, are property of the Licensor and are made available as a service to the research community. The Tool may not be modified without the express written permission of the Owners.
4. Licensor hereby grants Licensee a world-wide, royalty-free, non-exclusive license to have, make and use the Tool solely for research purposes in the “Evaluation Project,” which shall be sufficiently described and attached hereto as Attachment B.
5. The Tool is provided to Licensee for research purposes only and not for commercial purpose, which shall include without limitation, the sale or use of Tool, or any parts thereof in or for the production of products offered for sale or other commercial consideration.
6. If a license fee (“License Fee”) is required for the transfer of the Tool, Licensee shall pay Licensor the License Fee as set forth in Attachment C, the “Budget,” attached hereto.
7. Licensee agrees to use the Tool in compliance with all applicable Federal, State, local statutes and regulations, as well as Licensee’s internal institutional policies and procedures.
8. Licensee shall send all data derived from the use of the Tool to the Licensor Scientist, who shall be allowed to use such data in confidence solely for internal, academic research purposes at the University of Colorado Anschutz Medical Campus or other academic institution that Licensor Scientist may be employed.
9. Licensee further agrees to share a written, non-confidential brief description of the usage of the Tool to Licensor on an annual basis due Licensor within thirty (30) days of each completed year of use through termination or expiration of the Agreement.
10. The Parties agree that inventions or discoveries made by Licensee as a direct result of the use of the Tool will be determined in accordance with U.S. patent laws and ownership shall follow inventorship.
11. The term of this Agreement shall be **two (2) years** from the Effective Date. The Agreement may be renewed or terminated by either Party with or without cause by providing thirty (30) days written notice prior to termination. In the event of termination for cause, which is defined a material breach not remedied within thirty (30) days of receiving notice of such material breach, Parties may terminate immediately. In the event of termination of expiration of term of this Agreement, the Tool shall be either promptly returned to Licensor or destroyed as requested by Licensor. Termination of the Agreement by either Party shall further not relieve either Party of its obligations incurred up to and through the date of termination.
12. THE LICENSOR MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE TOOL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
13. Licensee assumes all risk and liability for damages which may arise from Licensee’s use, storage or disposal of the Tool. Licensor is not liable to Licensee or third party for any loss, claim or demand made by Licensee, or made against Licensee by any other party, due to or arising from the use, storage or disposal of the Tool by Licensee unless the damages are a result of Licensor’s willful misconduct or gross negligence.
14. Each Party represents to the other Party that the signatory of this document is signing and acting on behalf of the Party identified and holds full authority to execute such agreements and legally obligate such Party.
15. This Agreement does not restrict Licensor’s right to distribute the Tool to other commercial or noncommercial entities or continue to use for its own purposes at its sole discretion.
16. This Agreement in no way prevents or restricts Licensor’s right to publish any document it derives relating to the Tool.
17. Notice under this Agreement is sufficiently given and effective upon the date of delivery to the respective addresses or email addresses listed below. Either party may change its address with written notice to the other party.
	* Licensor shall mail or email all general notices to Licensee to the following address:

Insert Licensee Address

Insert Licensee Address

Insert Licensee Address

Insert Licensee Address

Insert Licensee Address

* + Licensee shall mail or email all general notice to Licensor to the following address:

License Administrator

CU Innovations

Mail Stop F411

13001 East 17th Place, Room W5130

Aurora, Colorado 80045

cuinnovations@UCDENVER.EDU

1. This Agreement and all rights and obligations hereunder shall not be assigned (whether through merger or consolidation, by operation of law, or otherwise), without the written consent of the other party. Any attempt to assign without such consent shall be void.
2. Any waiver of compliance with the terms of this Agreement must be in writing, and any waiver in one instance shall not be deemed a waiver in any future instance.
3. The Parties do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the Parties by this Agreement, and each Party is free to pursue relationships and opportunities with others similar to those contemplated by this Agreement. Nothing in this Agreement shall be construed as obligating the Parties to enter into any subsequent agreement or relationship.
4. This Agreement, together with the Attachments sets forth the entire agreement between the Parties concerning the subject matter hereof and supersedes all previous agreements, written or oral, concerning such subject matter. This Agreement may be amended only by written agreement duly executed by the Parties.
5. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Colorado as applicable to agreements made and wholly performed within the State of Colorado, and without reference to the conflict or choice of laws principles of any jurisdiction.
6. This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.
7. Licensor is subject to the Colorado Open Records Act (C.R.S. 24-72-201, et seq.). All documents and written materials marked “Confidential” shall be treated by Licensor as confidential to the extent permitted by law.
8. It is specifically understood and agreed that nothing contained in this Agreement will be construed as: an express or implied waiver by Licensor of its governmental immunity or of the governmental immunity of the State of Colorado; an express or implied acceptance by Institution of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq.; a pledge of the full faith and credit of a debtor contract; or, as the assumption by Institution of a debt, contract, or liability of Company in violation of Article XI, Section 1 of the Constitution of Colorado.

To evidence the Parties’ agreement to this Agreement, the Parties have executed it and delivered it on the Effective Date.

**SIGNATURE PAGE FOLLOWS**

## AGREED:

|  |  |
| --- | --- |
| **Licensee’s Authorized Signature**Printed Name:Title:Date: Licensee’s Email: Licensee’s Telephone: | **Licensor’s Authorized Signature**Printed Name:Title:Date: Licensor’s Email: Licensor’s Telephone: |

**READ AND ACKNOWLEDGED BY:**

|  |  |
| --- | --- |
| **Licensee’s Principal Investigator (“PI”)** Printed Name:Title:Date: PI’s Email: PI’s Telephone: | **Licensor Scientist**Printed Name: Bruno AnthonyTitle:Date: Licensor Scientist Email: Licensor Scientist Telephone: |

**Attachment A-Tool**

Description of Tool licensed from University of Colorado (See Description of Tool in Section 1 of the Agreement):

**Licensed use of FJA**

Service Description

Licensor or Licensor Scientist will provide a paper version of the surveys and/or the online survey administration system to Licensee. Licensee will supply Licensor (Dr. Bruno Anthony) with a spreadsheet (CSV) of **de-identified** data collected on a schedule determined through consultation with Licensor or Licensor Scientist.

**Attachment B-Research/Evaluation Project**

Description of Research Project and purpose of the transfer:

Tool will be used for: [Please insert]

**Attachment C-Budget**

License Fees:

* The Tool is provided for a License Fee of: $-0- US Dollars
* Fees, if any, paid hereunder shall be payable within 30 days of the receipt of the Tool. Checks should be made payable to **Georgetown University** and sent by **US Mail Box** to the **Office of Technology Commercialization, Georgetown University, BOX 571408, Washington D.C. 20057-1408**.