

Transfer Agreement

This Transfer Agreement (the “Agreement”) is hereby made and effective as of the last date of authorized signature hereto (“Effective Date”), by and between **the 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 (“University of Colorado”), having administrative offices at University of Colorado Anschutz Medical Campus Bldg. 500, Suite W5130, 13001 E 17th Place, Aurora, Colorado 80045 and **Georgetown University**, a nonprofit institution of higher education organized as a non-stock corporation under federal charter and whose principal place of business is situated at 37th and O Streets, N.W., Washington, D.C., 20057 (hereinafter called “Georgetown”). Each party herein may individually be referred to as “Party” or “Parties.”

1. Georgetown hereby grants University of Colorado a royalty-free, non-exclusive license in and to its ownership interest in the FJA (defined herein) to have, make, use and transfer the FJA under the terms herein stated. “The Family Journey Assessment” (“FJA”) is a developmental research tool jointly developed and owned by Dr. Bruno Anthony in his professional capacity at his former place of employment, Georgetown University, with the Montgomery County Federation of Families for Children’s Mental Health Professor and Director of Research & Evaluation, Center for Child and Human Development (“MCFF”).

2. University of Colorado agrees to use the FJA in compliance with all applicable Federal, State, local statutes and regulations, as well as Licensee’s internal institutional policies and procedures.

3. The FJA shall be solely used and transferred for non-profit, non-commercial research, educational or academic purposes and not used for any commercial activities, which shall include without limitation, the sale or use of the FJA, or any parts thereof in or for the production of products offered for sale or other commercial consideration.

4. Georgetown permits the University of Colorado to license its ownership interest in the FJA to third party non-profit organizations, provided the Evaluation Tool License Agreement (“ETLA”), attached hereto as Attachment A, or a form of agreement that is substantially similar thereto, is signed by the University of Colorado and such third party licensee. All use by University of Colorado or third party licensees shall properly acknowledge Georgetown University and MCFF as joint owners in presentations, displays and publications of the FJA.

5. In the event an outside organization requests use of the FJA tool for commercial purpose, all requests shall be promptly directed to Georgetown University, Office of Technology Commercialization, specifically to Tracy Bruehs at tlb23@georgetown.edu (202) 687-7629), or main line at (202) 687-7424 for purposes of executing an appropriate commercial license agreement.

6. This Agreement does not restrict Georgetown University’s right to distribute the FJA to other commercial or noncommercial entities or continue to use for its own purposes at its sole discretion.

7. This Agreement in no way prevents or restricts Georgetown University’s right to publish any document it derives relating to the FJA.

8. Georgetown University is not liable to University of Colorado or third party for any loss, claim or demand made by University of Colorado, or made against University of Colorado by any other party, due to or arising from the use, transfer, and disposal of the FJA by University of Colorado unless the damages are a result of Georgetown University's willful misconduct or gross negligence.

9. University of Colorado shall be responsible, including financially, for its own negligent acts or omissions or those of its officers, employees, or contractors while performing their professional duties as set forth in this Agreement, to the full extent allowed by law. Notwithstanding the foregoing, nothing in this Agreement is a limitation or waiver of the application of the Colorado Governmental Immunity Act set for in C.R.S. 24-10-101 to 24-10-120 to any claims resulting from the performance of University of Colorado, its employee or contractors under this Agreement.

10. This Agreement may be terminated by either Party for cause with thirty (30) days prior written notice and only after the notified Party fails to or is unable to cure a material breach within ten (10) days from such notice.

11. GEORGETOWN UNIVERSITY 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 FJA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

Georgetown University

DocuSigned by:
By: Claudia Cherney Stewart
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Claudia Cherney Stewart, Ph.D.
Vice President for Technology
Commercialization

Date: 4/29/2021

University of Colorado

DocuSigned by:
By: Kimberly Muller
9388E5D7C8AD489...

Kimberly Muller
Name:
Title: Executive Director, CU Innovations

8/9/2021
Date: _____

Read and Acknowledged

DocuSigned by:
By: Bruno Anthony
EB3D4DFEEABF417...

Dr. Bruno Anthony
Date: 4/29/2021

Attachment A

[attach the evaluation license agreement template here]

Evaluation Tool License Agreement

This License Agreement (the “Agreement”) is hereby made and effective as of the last date of signature hereto (“Effective Date”), by and between _____ with an official address of _____ (hereinafter called or “Licensee”) and, the University of Colorado School of Medicine, a nonprofit institution of higher education organized as a non-stock corporation under federal charter and whose principal place of business is situated at Mail Stop F546 | Fitzsimmons Bldg. (500), Rm C2000A | 13001 E 17th Pl | Aurora, 80045 (“Licensor”). Each party herein may individually be referred to as “Party” or “Parties” collectively.

The University of Colorado (“Licensor”) and **Dr. Bruno Anthony** (“Licensor Scientist”), agree to the following:

1. The Family Journey Assessment tool (FJA) is a developmental research tool jointly developed and owned by Dr. Bruno Anthony 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 Center 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 or 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. Any term or condition in any contract entered into by the state that requires the state to indemnify or hold harmless [...] shall be void ab initio.
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. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

Licensee must sign and agree to return one signed copy to Licensor via facsimile or electronic transmission e-mail.

[The balance of this page intentionally left blank.]

[Signature page to follow.]

AGREED:

The person signing on behalf of Licensee hereby warrants and represents that they have authority to execute this Agreement on behalf of the Licensee.

LICENSEE AUTHORIZED SIGNATURE

LICENSEE PRIMARY INVESTIGATOR READ AND ACKNOWLEDGED

Signature

Signature

Printed Name:

Printed name:

Title:

Title:

Date:

Date: _____

Licensee's E-mail:

Licensee's E-mail:

Licensee's Telephone:

Licensee's Telephone:

Licensee's Courier Name/Account Number (as applicable):

Federal Express

Licensee Address for Delivery of Tool:

**LICENSOR AUTHORIZED SIGNATURE
UNIVERSITY OF COLORADO**

Signature

Printed Name: Kimberly Muller, ESQ.

Title: Executive Director of CU Innovations

Date: _____
(303) 724-0222

Read and Acknowledged

Licensor Scientist

Dr. Bruno Anthony

Date: _____

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

Licensors 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.**