

## Instructions for Licensing Language Partner

You will find the license fee structure for the codes in the attached license agreement.

1. Print and complete the attached license agreement form.
2. Have the license signed by an authorized representative before the expiration date of the license agreement.
3. Include the name, mailing address, phone number, and e-mail address of your organization's purchasing officer on the fax cover sheet when you fax the signed agreement(s) to our office at: (206) 616-3322

You may also send a Purchase Order at this time.

4. Our office will send a copy of the executed agreement to you with an invoice. The invoice will include a license agreement number. Please mail the original signed license agreement and license fee to:

ATTN: Contracts Manager  
UW Center for Commercialization  
University of Washington  
4311 11<sup>th</sup> Avenue NE, Suite 500  
Seattle, WA 98105-4608

Remember to indicate the license number and invoice number on your check.

Wire transfer is also available subject to a \$50 fee as stated in the license. You must follow the instructions on the invoice we will send you in order to facilitate the process. The CD-ROM or applicable password will be distributed upon receipt of the license fee. A confirmation by facsimile of the wire transfer amount and date by the issuing bank will substitute for confirmation by UW.

Please feel free to contact our office if you have any questions about this process.

UW Center for Commercialization ([license@u.washington.edu](mailto:license@u.washington.edu))  
4311 11<sup>th</sup> Avenue NE, Suite 500  
University of Washington  
Seattle, WA 98105-4608  
Phone: 206.543.3970  
Fax: 206.616.3322

## Software Site License Agreement

The University of Washington, a public institution of higher education having administrative offices in Seattle, Washington 98195 ("UW") and \_\_\_\_\_ ("Licensee") agree as follows:

### Background

UW desires to publish and distribute research codes in furtherance of its public interest mission.

Licensee desires to participate in the development and publication of UW research codes to improve instruction at their institution based on UW materials.

### Definitions

"Agreement" means this Site License Agreement.

"Effective Date" means the latest date upon which this Agreement is fully executed by both Licensee and UW.

"Enterprise" means all of Licensee's campuses or geographic locations and includes Licensee's language teaching extension programs where Licensee is an accredited university. Enterprise does not include privately run language schools, language learning programs contracted out by Licensee to a third party or the use or distribution of Software by Licensee in the capacity of a publisher.

"Software" means the following current release versions of the research codes (**As specified in Attachment A**) for which Licensee desires to obtain a license:

\_\_\_\_\_

"Sites" means single campuses, or other single geographic locations where the Software may be maintained in language learning centers (labs) and workstations that Licensee's developers and language instructors use to develop and prepare Software for use in Licensee's language programs. Site(s) authorized to maintain the Software are as follows:

Site: \_\_\_\_\_

Site: \_\_\_\_\_

Site: \_\_\_\_\_

"Technical Contact" means the individual authorized by Licensee to receive the Software and conduct all technical correspondence with UW.

"License Fee" shall mean the total amount due by Licensee under this Agreement (**See Attachment B for royalty rate information**) as set forth below:

Type	Number	Unit Fee	Subtotal
Site	_____	\$_____	\$_____
Enterprise	_____	\$_____	\$_____

Please include a Wire Transfer Fee of \$50 if using wire transfer.

**License Fee Due on Signature \$\_\_\_\_\_**

### **Grant**

Commencing on the Effective Date and provided Licensee agrees not to export or provide access to Software contrary to U.S. federal laws governing export control, as further identified in this Agreement and in federal law, UW hereby grants to Licensee, and Licensee accepts, a limited, non-exclusive license to perform and display the Software at the Site(s) and to make such copies of the Software as necessary for use at the Site(s). This grant is limited to Licensee's use at the Site and does not authorize Software use by third parties not located at the Site via the Internet or any other means.

Licensee shall gain no ownership in the Software and shall retain in the Software and any modifications the copyright, trademark, or other notices pertaining to the Software as provided by UW.

Licensee shall not distribute, publish, or otherwise transfer or allow to be transferred the Software or any modified or unmodified copies thereof, in whole or in part, without prior written permission of UW.

### **Delivery**

Following receipt of payment specified in Attachment B, UW will either email Licensee the password to Licensee's Technical Contact to download the Software.

Delivery of a password is authorized by Licensee to be made to the individual named below who shall serve as Licensee's Technical Contact for UW with respect to the Software.

Name \_\_\_\_\_

Institution \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

## **Payment**

Licensee shall pay to UW license fees as set forth in Attachment B, due and payable upon execution of this Agreement. With each payment, Licensee shall indicate in the definition section of this Agreement, the number of Sites for which the Software is licensed or choose the Enterprise licensing level and the appropriate license fee calculation.

Payment shall be made in U.S. dollars by check or money order payable to the University of Washington, and delivered to UW Center for Commercialization University of Washington, 4311 11<sup>th</sup> Avenue NE, Suite 500, Seattle, WA 98105-4608. Wire transfers must be approved by UW by contacting [license@u.washington.edu](mailto:license@u.washington.edu) and following the UW Invoice instructions.

Licensee shall be responsible for any charges, taxes and/or customs duties associated with payments made under this Agreement.

## **Instruction**

For one (1) year from the Effective Date, UW shall endeavor to correct program bugs relating to the Software's operation, and to provide to Licensee advice and answers to inquiries made in the form of electronic mail to UW at the following address:

[lp@tjp.washington.edu](mailto:lp@tjp.washington.edu).

Any such efforts by UW, however, shall be on an "as available" basis.

## **Term**

This Agreement shall be effective until terminated as provided herein.

## **Termination**

Licensee may terminate this Agreement at any time upon written notice to UW. If Licensee terminates this Agreement, or terminates one or more of the licenses granted herein, within thirty (30) days of delivery to Licensee of the Software, UW shall refund any fee paid by Licensee to UW for such license(s) upon fulfillment by Licensee of its obligations under this Agreement. UW may terminate this Agreement upon notice if Licensee is in breach of this Agreement and fails within thirty (30) days of a written demand for performance to cure such breach.

The provisions under which this Agreement may be terminated shall 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.

Termination of this Agreement shall terminate all rights and licenses granted to Licensee relating the Software. Licensee shall return the Software and all copies thereof to UW within ten (10) days after termination, or shall certify in writing to UW within ten (10) days after termination that the Software and all copies or modifications thereof have been destroyed.

## **Disclaimers**

The Software has been developed as part of research conducted at the University of Washington. The Software is experimental in nature and is made available "AS IS," without obligation by UW to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Software is with Licensee.

UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE, LICENSED SUBJECT MATTER, LICENSED RIGHTS, DISCLOSED, OR OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT.

## **Indemnification**

To the extent allowed by law, Licensee shall indemnify and hold harmless UW, and its officers, Software developers, employees, students, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from Licensee's possession and/or use of the Software, 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.

## **General**

Pursuant to U.S. laws, Software may not be downloaded, acquired or otherwise exported or re-exported (i) into, or to a national or resident of any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders.

By signing this License, the Licensee represents that: 1) Licensee is not located in or under the control of a national or resident of any such country or on any such list; and 2) Licensee will not export or re-export the Software to any prohibited country, or to any prohibited person, entity, or end-user as specified by U.S. export controls.

This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington. Any suit, action, or proceeding arising out of or relating to this Agreement shall 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. Headings are provided for convenience only.

No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder. Amendments to this Agreement must be in writing, reference this Agreement, and shall be signed by duly authorized representatives of UW and Licensee.

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.

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

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.

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

**Licensee**

**University of Washington**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment A**

### Language Partner Codes

All platforms and formats are subject to change without notice.

- 1) Language Partner: An interactive multimedia program designed to facilitate the learning of effective oral communication. Available on the following platforms: Macintosh (Version 4.x.) and PC (Version 4.x.).
  
- 2) LP Author: An authoring tool for creating multimedia content for Language Partner. Available on the following platforms: Macintosh (Version 2.x.) and PC (Version 2.x.).

## **Attachment B**

### Royalty Schedule for Language Partner and Language Partner Author Software

K-12 and 2 Year Junior Colleges	\$300 per Site
Higher Education Institutions	\$500 per Site
Enterprise	\$2000