COPYRIGHT LICENSE AGREEMENT

This AGREEMENT is entered into this ____day of _____________, 200__, by and between Deborah Edmonson ("Licensor") and ________________ ("Licensee").

RECITALS

WHEREAS, LICENSOR is the owner of the copyright, title, trademarks and all other related rights in and to the work entitled "Edmonson Psychiatric Fall Risk Assessment Tool" (hereinafter "Material").

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE the right, privilege and license to use or incorporate portions of the Material.

WHEREAS, LICENSEE desires to obtain the rights to incorporate portions of the Material into his or her work.

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

1. Rights Granted

LICENSOR hereby grants to LICENSEE a non-exclusive limited right, license and privilege to use the Material for the purpose of ______________________________ located at ____________________ in the State(s) of ____________.

LICENSOR hereby grants LICENSEE for the term of this agreement the right to incorporate the Material into a derivative work and to distribute the derivative work in association with psychiatric evaluations as long as LICENSEE adequately attributes and cites to the LICENSOR’S original Material in the derivative Works.

LICENSEE may not grant any sublicenses to any third party without the prior express written consent of the LICENSOR.

LICENSEE shall not make or authorize, any use, direct or indirect, of the Licensed Material, outside the purpose or place authorized above, and will not knowingly provide, deliver, gift or sell the Licensed Material to persons who intend or are likely to reproduce the Material outside the purpose and place specified above.

2. Licensor's Rights and Obligations.

LICENSOR warrants and represents that it owns all rights, title and interest in and to the Material.

LICENSOR reserves unto itself all rights of every kind and nature except those specifically granted to LICENSEE herein.
3.  Licensee's Rights and Obligations.

LICENSEE represents and warrants that it will use its best efforts to promote and distribute the Materials in the manner intended.

LICENSEE shall be solely responsible for any costs associated with using the Materials.

4.  Payments.

In consideration for the licenses granted hereunder, LICENSEE agrees to:

a)  pay to LICENSOR during the term of this Agreement, a royalty in the amount of ___________ (“the Royalty”), with an initial payment of ___________ upon the signing of this agreement; and/or

b)  LICENSEE shall grant access to or provide, dependent upon the request of LICENSOR:

   (i)  both raw and refined data associated with the clinical use of the Material, and

   (ii) a copy of any research findings involving the efficacy of the Material at least two (2) weeks prior to publication.

5.  Warranty and Indemnification.

LICENSOR warrants and represents that it has the full right, power and authority to enter into this Agreement and to grant the rights granted herein; and that LICENSEE’S inclusion and use of the Material will not violate any rights of any kind or nature whatsoever of any third party. LICENSOR shall indemnify and hold harmless LICENSEE, from and against any and all claims arising out of or in any way connected with any breach of any representation or warranty made LICENSOR herein.

LICENSEE shall indemnify and hold harmless LICENSOR, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any claim that its derivative Work infringes any intellectual property rights or other rights of any third party, except to the extent such claim arises from a breach by LICENSOR as stated above.
LICENSEE further agrees to indemnify and hold harmless LICENSOR, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with the use of the instrument in a clinical or hospital setting.

6. **Term and Termination.**

The term of this Agreement shall be three (3) years from the date of execution by both parties, unless terminated earlier pursuant to this section.

Upon termination or expiration of this Agreement, LICENSEE shall cease reproducing the Work.

Termination or expiration of this Agreement shall not extinguish any of LICENSEE’S or LICENSOR’S obligations under this Agreement (including, but not limited to, the obligation to pay royalties) which by their terms continue after the date of termination or expiration.

7. **General Provisions.**

**Successors/Assigns.**

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the LICENSEE.

8. **Integration.**

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto.


This Agreement shall be governed by the laws of the State of Illinois.

10. **Notice.**

The address of each party hereto as set forth below shall be the appropriate address for the mailing of notices, checks and statements, if any, hereunder. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.
IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed the day and year set forth above.

Deborah Edmonson, RNC, BSN
2704 Warrior Blvd
Springfield, IL  62712
By: ____________________________  By:__________________________

LICENSOR   LICENSEE