License Agreement

THIS LICENSE AGREEMENT ("Agreement"), effective as of the ___ day of _____, 20__ ("Effective Date"), by and between Children's Hospital Medical Center, d/b/a Cincinnati Children's Hospital Medical Center ("Licensor"), an Ohio nonprofit corporation, located at 3333 Burnet Ave. Cincinnati, Ohio 45229-3039, and _____ ("User"), located at

_____.

WHEREAS, Licensor owns the copyrights to the psychosocial risk assessment in pediatrics tool ("PRAP"), works of implementation and training materials related to PRAP ("Materials"), and a database to be used by a User of the PRAP to store information collected within PRAP by the User ("Licensor Database");

WHEREAS, Child Life Council, Inc./d.b.a. Association of Child Life Professionals ("Licensee"), located at 7600 Leesburg Pike, Suite 200 W, Falls Church, VA 22043 has distribution rights to PRAP, Materials and the Licensor Database, a copy of which User acknowledges receipt ("Product"); and

WHEREAS, User is desirous of using such Product in connection with its patient assessment;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1.   Grant of License. Licensor, in consideration of User paying Licensee a one-time license fee for the Product, hereby grants to User a non-exclusive, nontransferable, non-sublicensable license:

(i) to use the Product on the internet solely by designated employees of the User ("Designated Employees");

(ii) to copy any related user documentation ("Documentation") and Materials, as reasonably necessary to support its users.

However, the rights granted above are subject to the following restrictions:

(a) User will not cause, attempt, or permit reverse-engineering, disassembly, or decomplication of the software or otherwise attempt to derive the source code of the software unless source code access is expressly permitted by Licensor in writing.

(b) User will not sell, assign, pledge, loan, sublicense, lease, rent, allow for service bureau use, time share, deliver, or otherwise transfer the software or train persons other than Designated Employees, unless previously agreed to in writing by Licensor;

(c) User will only make exact copies of the Materials and Documentation, as originally delivered by Licensee, including all embedded copyright and other legends or notices as in the original, and all such copies will be subject to the terms and conditions of this User Agreement.

(d) Except as specifically set forth in this Agreement, User agrees that it does not acquire any rights, express or implied, therein, other than as expressly set forth herein.

2.   Negation of Rights Not Licensed. User shall not modify or amend any Product without the prior written consent of Licensor. Any rights not expressly granted by this User Agreement shall not be implied; the license granted pursuant to this User Agreement authorizes only the use of the Product.

3.   Data Use for Licensor Database.

(i) "De-identified Data" shall include information from the PRAP and the Licensor Database limited to the patient's hospital unit or department, age in years, gender, ethnicity, race, type of procedure, date of visit, and PRAP score.

(ii) "Licensor Database" shall be any work of a database to store De-identified Data collected from PRAP.

(iii) The De-identified Data shall remain the sole property of User. If Licensor exports or reexports, directly or indirectly, the De-identified Data, Licensor acknowledges that the De-identified Data may be subject to export control laws and regulations of the United States of America, including the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the Foreign Assets Control regulations. Further, the Licensor shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports or reexports of the De-identified Data and, if applicable, for the provision of technology related to the De-identified Data, including the provision of such technology to a foreign national in the United States or abroad.

(iv) Licensor shall use the De-identified Data solely for research purposes and professional benchmarking ("Research") and may transfer De-identified Data to other interested parties for Research purposes for a fee. Licensor shall have no access to data not entered by User into PRAP.

(v) Licensor agrees that nothing herein shall create or imply a license to Licensor of any intellectual property rights to the De-identified Data, except for the right to use the De-identified Data for Research, nor create or imply any obligation to enter into any other agreement.

(vi)   The De-identified Data are provided by User "AS IS."   USER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR USE. USER DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO ANY THIRD PARTY RIGHTS AND TITLE, INCLUDING PATENT RIGHTS, IN THE INFORMATION AND MATERIALS.

(vii) User certifies that it has received all relevant patient and institutional permissions to provide De-identified Data to Licensor Database for Research, including patient consent and Internal Review Board approval, if applicable.

4.   Duration of License. This User Agreement shall commence on the Effective Date and shall continue until the expiration of the copyrights of PRAP, Materials and the Internal Database, unless terminated by Licensor due to User's breach of any provision hereof. Article 3 of this Agreement shall survive termination of this Agreement.

5.   No Partnership, etc.   This User Agreement shall not be construed as establishing a partnership, agency or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties.

6.   Limitation of Liability; Indemnification.   Licensor does not warrant the accuracy or suitability of information in the Product and shall have no liability for use of the licensed Product by User or any third party. Licensor does not undertake any obligation to update or otherwise modify the

Product. User agrees to indemnify, hold harmless, and defend Licensor and Licensee, and their officers, trustees, directors, employees, contractors and agents from and against all loss, liability, claims, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any use of the licensed Product by a third party, including but not limited to any claim by or in respect of any individual for death or bodily injury.

7.   Assignment. The rights granted to User hereunder shall not be assigned, sublicensed or otherwise transferred by User without the prior written consent of Licensor. This Agreement shall be binding upon the parties hereto and their permitted successors and assigns.

8.   Entire Agreement; Modifications. This writing sets forth the entire agreement with respect to the subject matter hereof and supersedes any prior agreements or understandings relating to the subject matter hereof. Any waiver, modification, or cancellation of any terms or conditions of this User Agreement must be in writing, and no waiver by Licensor, whether express or implied, of any breach or default by User shall constitute a continuing waiver of any term or provision of this User Agreement.

9.   Severability. In the event that any term or provision of this User Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof, and such invalid, illegal or unenforceable term or provision shall be reformed so as to most nearly effect the intent of the parties without invalidity or illegality.

For CINCINNATI CHILDREN'S HOSPITAL MEDICAL CENTER   **For**

_____   _____
    Signature   Signature

_____   _____
    Printed Name   Printed Name

_____   _____
Title   Title