

Quality of Well-Being Scale, Self-Administered (QWB-SA) User Agreement

This user Agreement (“Agreement”) is made between University of California San Diego Health Services Research Center (“Legal Administrator”) and _____ (“User”).

1. Appointment.

a. Grant of Rights. Legal Administrator grants User the non-exclusive right to print, duplicate, copy, score, and report the Quality of Well-Being Scale, Self-Administered form V 1.04 (“the Form”) for any study sponsored by User. Legal Administrator grants User a separate non-exclusive right to use its scoring algorithms in order to score the Form and distribute reports of such scores as approved by the Legal Administrator.

2. Obligations of Legal Administrator.

a. Promotional Material. Legal Administrator will provide User with user manuals for installing and using the scoring algorithms as they may be modified from time to time.

b. Enhancements. Legal Administrator, at its sole discretion, may provide User with enhancements for the Form, including any periodic revisions.

c. Copyright Notice. User agrees to place a copyright, trademark, or patent notice identifying Legal Administrator as the Legal Administrator of such rights on all copies of the Form distributed by User.

d. The User agrees to report promptly to the Legal Administrator any acts it becomes aware of by others that might give rise to an action for trademark, copyright, or patent infringement, or unfair competition, and to take such steps as may be reasonably necessary to protect Legal Administrator’s good will and reputation as to the use of the QWB-SA.

e. The User agrees to comply with all applicable laws and regulations and other orders in connection with entering into the Agreement.

3. Term of Agreement.

a. General. This Agreement commences on the date of the last signature and shall remain in effect for one year from the date of execution. This Agreement remains in effect for said one (1) year period, unless either party notifies the other party in writing of its intent to terminate this Agreement based on any of the following:

i. The other party's failure to comply with any term of this Agreement within thirty (30) days after written notification;

ii. The other party’s insolvency or the filing of any proceeding by or against that party seeking relief from creditors; and

iii. Mutual agreement of the parties.

User Initials _____

4. **Relationship of Parties.**

a. **Legal Ownership by Legal Administrator.** The parties agree that Legal Administrator owns all proprietary rights, including copyrights, patents and trade secrets, in and to the Form and that this Agreement does not transfer Legal Ownership of any of these rights.

The parties intend by the grant in Paragraph 1(a), above, only to afford certain restricted contractual rights to use the Form as set forth herein, and not to create any Legal Ownership interest. This Agreement is not intended as an assignment of Legal Ownership rights and it shall not be deemed, construed, or interpreted as such.

b. **Limitation on Use of Form.** User will use all proprietary information related to the Form solely for the purpose of performing under this Agreement. User will not modify or cause others to modify the Form without prior written consent of Legal Administrator.

c. **Modifications.** User will not make any modifications to the Form, except in the case of adding identifiers of the user of the form (e.g., "Study #1") without the permission of the Legal Administrator. Legal Administrator shall own all proprietary rights in any modifications to the Form, whether created by Legal Administrator, User, or a third party. User hereby assigns to Legal Administrator all proprietary rights, including copyright, patent and trade secret rights, to any modifications created by User.

d. **Trademark.** User and Legal Administrator agree that Legal Administrator shall own the trademark for the Form.

5. **Price and Payment.**

a. **Price Schedule.** User agrees to pay Legal Administrator \$1000/year for any and all years in which they use the QWB-SA 1.04. In addition, User agrees to pay Legal Administrator \$0.25 for each use of the QWB-SA 1.04. One use is defined as the completion or partial completion of the QWB-SA 1.04 by any individual, regardless of purpose, within one 24 hour period.

b. **Legal Administrator's Payment.** The \$1000/year users fee is payable at the time of the first usage of the QWB-SA 1.04 for that given year. User will pay Legal Administrator annual fees based on volume of use for the preceding year. Payment is due 30 days after the date specified in 5c below. If no subsequent projects that will include the QWB-SA 1.04 exist for the remainder of the period of use, payment is due 60 days after completion of data collection.

c. **Dates of agreement.** The time period of this agreement of payment schedule is effective the date of the final signature and shall remain in effect for 12 calendar months or until it is voided as per section 3 "Term of Agreement," whichever is sooner.

d. **Taxes.** User agrees to pay all taxes, fees, and other assessments levied by federal, state, local, and other governments related to this Agreement, except for any taxes based on Legal Administrator's net income.

User Initials_____

6. Additional Provisions.

a. Disclosure of confidential information. The User agrees not to disclose any of the Legal Administrator’s confidential information, proprietary rights or trade secrets to third parties, including subcontractors, without Legal Administrator’s consent.

This obligation will not apply to “Confidential Information” which,

- (a) without violating any legal rights of Legal Administrator, is in or comes to be in the public domain through no wrongful act of the User; or
- (b) has been approved for release to a specified person or entity by written authorization by Legal Administrator (University of California San Diego Health Services Research Center); or
- (c) is lawfully obtained by User from third parties without restriction on disclosure and without breach of this Agreement; or
- (d) can be demonstrated by competent proof to have been known or hereafter developed by User independently of any disclosure of “Confidential Information” by Legal Administrator

b. Indemnification. User indemnifies the Legal Administrator against any claims or damages charged by the User’s clients against the User regarding services specifically provided by the User. This indemnification does not apply to claims made against the User for the proper, accurate, and approved uses of the Form.

c. Forwarding of data. User agrees to forward to Legal Administrator baseline data to include gender, age, all QWB-SA fields and scores, and all documented diagnoses or health conditions after adequately deleting identifying/confidential information from the data. This data is to be forwarded at the end of study. This data will be used by Legal Administrator to establish a normative database for the Form.

AGREED:

LEGAL ADMINISTRATOR: University of California San Diego Health Services Research Center

Name of Responsible Person _____

Signature _____

Date _____

USER: _____

Name of Responsible Person _____

Signature _____

Date _____

Phone Number _____

Email _____