



SEEK™ LICENSE AGREEMENT

This SEEK™ Copyright License Agreement (“**Agreement**”) is effective as of the date of the last signature on the signature page (“**Effective Date**”) and is made by and between The SEEK Project (“**SEEK**” or **Licensor**), and the licensee named on the signature page (“**Licensee**”).

ARTICLE 1. BACKGROUND

1.1 “A Safe Environment for Every Kid” copyrighted material (“**SEEK™ Copyrighted Work**”) was developed by Dr. Howard Dubowitz and colleagues. The SEEK™ Copyrighted Work is owned by Dr. Dubowitz and is comprised of the Parent Questionnaire -R (PQ-R), training videos, decision support for assessing and addressing identified problems, and SEEK™ Parent Handouts. Implementation of the SEEK™ model is facilitated by the Division of Child Protection, Department of Pediatrics, University of Maryland School of Medicine (USM) (“**Division of Child Protection**”).

1.2 The SEEK™ Copyrighted Work is designed to screen for, but not to diagnose, several common problems that are risk factors for child maltreatment: parental depression, parental alcohol and substance abuse, major parental stress, intimate or domestic partner violence, harsh punishment, and food insecurity.

1.3 Subject to certain rights retained by the U.S. Government in inventions resulting from federally supported work, under USM policy (a) Licensor owns the SEEK™ Copyrighted Work, and (b) Licensor is the record owner of the SEEK™ Copyrighted Work.

1.4 Licensee desires to license the SEEK™ Copyrighted Work on the terms and conditions set forth in this Agreement, and to sublicense the SEEK™ Copyrighted Work to Qualified Sublicensees (as defined below). Licensor and Licensee have entered into this Agreement of their own free will. The terms of this Agreement were agreed upon in an arm’s length transaction.

ARTICLE 2. DEFINITIONS

In this Agreement, the following terms have the meanings set forth in this Article.

“**Licensed Field**”: Implementation of the SEEK™ model in health care settings serving children. Implementation of the SEEK™ model will involve all of the following: (1) medical professionals will complete the SEEK™ online training and pass the test; (2) the practice will provide the SEEK Parent Questionnaire-R to complete before selected regular checkup visits; (3) efforts will be made to assess and help address identified problems, and (4) parents will receive information such as in the SEEK™ Parent Handouts and including local resources.

“**Qualified Sublicensee**”: A medical professional (physicians, nurse practitioners and physician assistants) who is employed by up to ___ clinics or practices that are affiliated with Licensee.

“**SEEK™ Copyrighted Work**”: As defined in Section 1.1.

“**Term**”: As defined in Section 6.1.

ARTICLE 3. GRANT OF RIGHTS

3.1 Licensor grants to Licensee a non-exclusive, non-sublicenseable (subject to Section 3.2), nontransferable license to use the SEEK™ Copyrighted Work during the Term solely in the Licensed Field.

3.2 (a) Licensee may grant sublicenses to use the SEEK™ Copyrighted Work in the State(s) of _____ during the Term to up to ___ Qualified Sublicensees. Licensee shall be responsible for compliance by each Qualified Sublicensee with the terms and conditions of this Agreement.

(b) Licensee shall report to Licensor the following information with respect to each Qualified Sublicensee, promptly after a sublicense is granted:

1. Clinic/practice name and address;

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2. Number of professionals in the clinic or practice (physicians, nurse practitioners and physician assistants);
3. Name and contact information (email and telephone number) for primary contact/lead administrator; and
4. Name and contact information (email and telephone number) for lead physician.

3.3 Licensors will grant to Licensee and Qualified Sublicensees access to view the SEEK™ training videos and other online materials on the SEEK™ website, and to download and use the SEEK™ PQ-R and the SEEK™ Algorithms and Parent Handouts for use in the Licensed Field.

3.4 On behalf of the Licensor, the Division of Child Protection will provide limited assistance by phone and/or email to assist Licensee personnel to use the SEEK™ Copyrighted Work in the Licensed Field. Such assistance shall not exceed two (2) hours per week with a maximum of fifteen (15) hours over the Term. This amount can be increased upon mutual written agreement between the parties.

3.5 Licensee and Qualified Sublicensees shall not modify, alter, translate, or otherwise create any “derivative work” (as defined in the Copyright Act of 1976) from the SEEK™ Copyrighted Work without prior review and written approval of designated person(s) in the Division of Child Protection.

3.6 Licensor reserves and retains full and undivided ownership, all rights of every kind and nature, of the SEEK™ Copyrighted Work and any derivative work.

3.7 This Agreement confers no license or right in any technology (including any patent, patent application, trademark, trademark application, copyright, trade secret, or other proprietary right of Licensor) except as explicitly set forth in this Agreement. Any right not expressly granted to Licensee and Qualified Sublicensees under this Agreement is expressly reserved by Licensor.

ARTICLE 4. REPORTS; PAYMENTS

4.1 Feedback Forms. Licensee shall require each of its affiliated clinics or practices to submit a “Feedback Form” (in the form attached to this Agreement as **Schedule A**) every six (6) months. Feedback Forms shall be submitted by email to hdubowitz@som.umaryland.edu.

4.2 License Fee. Within 30 days of the Effective Date, Licensee shall pay to Licensor a non-refundable license fee in accordance with the Fee Schedule attached to this Agreement as **Schedule B**.

ARTICLE 5. MISCELLANEOUS AGREEMENTS.

5.1 Prohibited Uses. Licensee’s and Qualified Sublicensees’ use of the SEEK™ Copyrighted Work is restricted to uses in the Licensed Field in strict accordance with this Agreement. Licensee and Qualified Sublicensees shall not use the SEEK™ Copyrighted Work for any other purpose. If a Licensee or Qualified Sublicensee desires to expand the Licensed Field, it may request permission in writing to do so from Licensor.

5.2 Attribution. In any publication that results from or relates to the use of the SEEK™ Copyrighted Work, Licensee and Qualified Sublicensees shall acknowledge SEEK™ and Licensor in the publication.

5.3 Confidentiality. This Agreement shall not be deemed Confidential.

5.4 Infringement. Licensee and Qualified Sublicensees shall promptly notify Licensor at hdubowitz@som.umaryland.edu immediately if they have knowledge of or reasonable grounds to suspect any infringement of the SEEK™ Copyrighted Work, and Licensee and Qualified Sublicensees shall promptly provide any available evidence of that infringement to Licensor. Licensor has the sole right, but not the obligation, to prosecute and defend any infringement involving the SEEK™ Copyrighted Work, and to retain any compensation in connection therewith.

5.5 Use of Names, Endorsements, and Publicity.

5.5.1 Licensee and Qualified Sublicensee may not use the name, seal, logo, trademark, or service mark of Licensor, or any adaptation thereof, without prior written consent of Licensor.

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5.5.2 Licensor does not directly or indirectly endorse any product or service provided or to be provided by Licensee and Qualified Sublicensees, its successors, or assigns by entering into this Agreement or otherwise. Licensee and Qualified Sublicensees shall not in any way advertise, publicize, or imply that Licensor endorses any product or service.

5.6 Notice. In any reproduction of the SEEK™ Copyrighted Work, Licensee and Qualified Sublicensees will ensure a proper copyright notice is present and clearly legible (e.g., “© 2019, SEEK. All rights reserved.”). Licensee will reproduce Licensor’s copyright notice as stated on the SEEK™ Copyrighted Work.

ARTICLE 6. TERM AND TERMINATION

6.1 Term and Expiration. This Agreement shall commence as of the Effective Date. Unless sooner terminated in accordance with this Article, this Agreement shall terminate three (3) years thereafter (the “**Term**”).

6.2 Termination by Licensor.

6.2.1 Breach. In the event of any breach, default, or other failure to comply with any material provision of this Agreement, Licensor may terminate this Agreement if the breach, default, or other failure to comply is not cured within sixty (60) days after Licensor gives written notice. If that breach, default, or other failure to comply cannot be cured by the exercise of due diligence within sixty (60) days, then the time for cure will be extended for the time reasonably necessary to effect the cure (not to exceed ninety (90) days), provided that Licensee promptly commences to cure within that period and proceeds diligently to cure the breach, default.

6.2.2 Bankruptcy. Licensor may terminate this Agreement and the license granted under this Agreement upon Licensee’s making of an assignment for the benefit of creditors or being adjudicated bankrupt; or the placing of all or substantially all of Licensee’s assets in the control of a receiver or trustee for the benefit of creditors if the receivership or trusteeship continues for a period of ninety (90) days; or Licensee’s instituting proceedings under the federal bankruptcy laws relating to insolvency of debtors, seeks to be adjudicated bankrupt or to be discharged of its debts, or to affect a plan of liquidation or reorganization; or the instituting by others of those proceedings against Licensee, if Licensee consents thereto or acquiesces therein by pleading or default, or those proceedings are not contested and discharged within ninety (90) days.

6.3 Survival. Expiration or termination of this Agreement does not relieve either party of any obligation which arises before expiration or termination. Any provision of this Agreement which contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

6.4 Removal. Upon expiration of the Term or termination of this Agreement, Licensee and Qualified Sublicensees will promptly destroy all unused copies of the SEEK™ Copyrighted Work.

ARTICLE 7. DISCLAIMERS OF REPRESENTATIONS AND WARRANTIES

7.1 Disclaimer of Representations and Warranties. Licensee agrees that the SEEK™ Copyright Work is furnished “as is” and that Licensor provides the SEEK™ Copyright Work without representation or warranty of any kind; except that Licensor is not on written notice of any claim of infringement relating to the SEEK Copyright Work. Licensor is in no way liable for any use of the SEEK™ Copyright Work by Licensee. Except as set forth above, Licensor disclaims any warranties, express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and title or non-infringement of the SEEK™ Copyright Work. Licensor does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of the SEEK™ Copyright Work.

ARTICLE 8. MISCELLANEOUS

8.1 Notices. Notices under this Agreement shall be in writing and addressed to a party at the address specified below, or at those other place or places as shall from time to time be specified in a notice similarly given. All notices shall be effective upon receipt.

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8.2 Severability. A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal, or unenforceable shall not in any respect affect any other provision of this Agreement. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended to the extent necessary or legally permissible in order to be enforceable within the jurisdiction of the court making the ruling.

8.3 Relationship between the Parties. Licensor and Licensee are not (and nothing in this Agreement may be construed to constitute them as) partners, joint venturers, agents, representatives or employees of the other. No party has any responsibility or liability for the actions of the other party, except as specifically provided in this Agreement. Neither party has any right or authority to bind or obligate the other party in any manner or make any representation or warranty on behalf of the other party.

8.4 Entire Agreement. This Agreement contains the entire understanding between Licensee and Licensor with respect to the subject matter of this Agreement. There are no contracts, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter of this Agreement that are not merged in this Agreement. No oral statements or prior written material not specifically incorporated in this Agreement shall be of any force and effect. The parties acknowledge that in entering into this Agreement, the parties relied solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements with respect to the subject matter of this Agreement, whether written or oral, not incorporated in this Agreement are superseded.

8.5 Counterparts; PDF. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement. This Agreement may be signed and delivered, or a signature may be transmitted or communicated, by means of electronic transmission (such as a Portable Document Format (PDF) copy of an original signature). In that event, this Agreement will be treated for all purposes as an original agreement, and will be considered to have the same binding legal effect as if it were the original signed version delivered in person.

8.6 Further Assurances. The parties shall execute and deliver and cause to be executed and delivered further agreements, instruments, and documents and shall take further actions as may reasonably be required or appropriate to carry out the terms and conditions of this Agreement.

8.7 Amendments; Waivers. This Agreement may not be amended unless the amendment is in writing and signed by a duly authorized representative of each party. No right or remedy of either party may be waived, unless the waiver is in writing and signed by a duly authorized representative of the party granting the waiver.

8.8 Assignment. The rights and licenses granted in this Agreement are personal to Licensee. Licensee may not assign, delegate, or otherwise transfer its rights and obligations under this Agreement, without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

[Signatures on following page]

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The parties have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date of the last signature below.

LICENSOR

[Name of Licensee]

Howard Dubowitz, MD, MS, FAAP

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

Email and Regular Address for Notices:

hdubowitz@som.umaryland.edu

Email and Regular Address for Notices:

520 W. Lombard Street
Baltimore, MD 21201

