

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”, **JHU Ref. A _____**) is entered into by and between THE JOHNS HOPKINS UNIVERSITY, a Maryland corporation having an address at 3400 N. Charles Street, Baltimore, Maryland, 21218-2695 (“JHU”) and _____, a _____ organization having an address at _____ (“LICENSEE”), with respect to the following:

WHEREAS, as a center for research and education, JHU is interested in licensing the LICENSED RIGHTS (hereinafter defined) in a manner that will benefit the public and whereas, JHU has acquired through assignment or otherwise all rights, title and interest in the LICENSED RIGHTS; and

WHEREAS, LICENSEE engages in and/or arranges for medical and nursing services and desires to obtain rights to use JHU intellectual property for the purpose of implementing practice guidelines based on the LICENSED RIGHTS;

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **“AUTHOR”** means Charles Boulton.
2. **“EFFECTIVE DATE”** of this License Agreement shall mean the date the last party hereto has executed this Agreement.
3. **“GUIDED CARE NURSE”** shall mean a registered nurse with a *Certificate in Guided Care Nursing* from the American Nurses Credentialing Center.
4. **“LICENSED FIELD”** shall mean the use, and reproduction of the LICENSED RIGHTS for medical and nursing services. LICENSED FIELD shall specifically exclude the use, reproduction and/or transformation of the LICENSED RIGHTS into software and internet-based uses.
5. **“LICENSED RIGHTS”** shall mean service marks described on Schedule 1 attached hereto. LICENSED RIGHTS shall also mean registered copyright materials described on Schedule 1 attached hereto and any updates created and registered by JHU.
6. **Grant.** Subject to the terms and conditions of this Agreement, JHU hereby grants to LICENSEE a non-exclusive license within the LICENSED FIELD to use and copy the LICENSED RIGHTS in any manner it deems appropriate.
7. **License Fee.** LICENSEE shall pay to JHU within thirty (30) days of the EFFECTIVE DATE of this Agreement a license fee as described in Exhibit A. JHU will not submit an invoice for this fee, which is nonrefundable.

8. Payment Information. All check payments from LICENSEE to JHU shall be sent to:

Executive Director
Johns Hopkins Technology Transfer
The Johns Hopkins University
100 N. Charles Street, 5th Floor
Baltimore, MD 21201
Attn: JHU Agrmt #A_____

or such other addresses which JHU may designate in writing from time to time. Checks are to be made payable to "The Johns Hopkins University". Wire transfers may be made through:

Bank of America
NY, NY
Johns Hopkins University Central Lockbox
Transit/Routing/ABA number: 026009593
SWIFT code: BOFAUS3N
CHIPS ABA number: None
Account Number: 003936830516
Type of Account: Depository
Reference: JHU Tech Transfer
(JHU Agrmt. # A_____)
Attn: Financial Manager

LICENSEE shall be responsible for any and all costs associated with wire transfers.

9. Representations by LICENSEE. LICENSEE represents and warrants that it is in compliance with the performance requirements listed on Schedule 2 herein. LICENSEE further acknowledges, represents and warrants that LICENSED RIGHTS are to be used and will be used ONLY for educational and informational purposes and that LICENSED RIGHTS will not be used in place of themedical knowledge or the medical judgment of physicians in examining or treating patients.

10. Copyright Notice. LICENSEE will include in any reproduction of the registered copyright materials the following notice: "Copyright, 2005, The Johns Hopkins University. All rights reserved. No distribution or copying of Guided Care materials permitted without express written consent of The Johns Hopkins University."

11. Service Mark Notice. LICENSEE will include with any use of the service mark the "®" symbol (preferably at either the right-hand "shoulder" or "heel" of the mark) and the following notice: "Guided Care® is a registered service mark of The Johns Hopkins University. No use of service mark permitted without express written consent of The Johns Hopkins University."

12. Negation of Warranties. JHU provides LICENSEE the rights granted in this Agreement as is and with all faults. JHU makes no representations and extends no warranties of any kind, either express or implied. Among other things, JHU disclaims any express or implied warranty of fitness for a particular purpose or of non-infringement.

13. Indemnification. JHU and the AUTHOR would have no legal liability exposure to third parties if JHU does not license the LICENSED RIGHTS. Therefore, to the extent set forth herein, JHU requires LICENSEE to protect JHU and AUTHOR from such exposure to the same manner and extent to which insurance, if available, would protect JHU and AUTHOR. Therefore, LICENSEE shall indemnify, defend with counsel reasonably acceptable to JHU, and hold JHU, The Johns Hopkins Health Systems, their present and former trustees, officers, AUTHOR of the LICENSED RIGHTS, agents, faculty, employees and students harmless as against any judgments, fees, expenses, or other costs arising from or incidental to any product liability or other lawsuit, claim, demand or other action brought as a consequence of the exercise of the LICENSED RIGHTS by LICENSEE, whether or not JHU or said AUTHOR, either jointly or severally, is named as a party defendant in any such lawsuit and whether or not JHU or the AUTHOR are alleged to be negligent or otherwise responsible for any injuries to persons or property.

14. Goodwill: LICENSEE recognizes the great value of the goodwill associated with the LICENSED RIGHTS, and acknowledges that the service marks therein have secondary meaning in the mind of the public. LICENSEE agrees that the LICENSEE activities incorporating the service marks shall be of high standard and shall not reflect adversely upon the good name of JHU, its programs and the service mark.

15. Term. The term of this Agreement shall commence on the EFFECTIVE DATE and shall continue, for a term of three (3) years from the EFFECTIVE DATE of this Agreement. This Agreement may be renewed for an additional term of three (3) years with the written agreement of both parties and for a fee as described in Exhibit A.

16. Termination. This Agreement may be terminated by either party, in the event that the other party fails to perform or otherwise breaches any of its obligations hereunder. Specifically, this Agreement may be terminated by JHU if LICENSEE is no longer in compliance with the performance requirements listed on Schedule 2 herein.

17. Use of Name. LICENSEE shall not use the name of The Johns Hopkins University or The Johns Hopkins Health System or any of its constituent parts, such as the Johns Hopkins Hospital or any contraction thereof or the name of AUTHOR in any advertising, promotional, sales literature or fundraising documents without prior written consent from an authorized representative of JHU. LICENSEE shall allow at least fourteen (14) business days notice of any proposed public disclosure for JHU's review and comment or to provide written consent. JHU may publicly disclose the fact that this Agreement with LICENSEE exists.

IN WITNESS WHEREOF, this Agreement shall take effect as of the **EFFECTIVE DATE** when it has been executed below by the duly authorized representatives of the parties.

THE JOHNS HOPKINS UNIVERSITY

LICENSEE

Wesley D. Blakeslee, J.D.
Executive Director
Johns Hopkins Technology Transfer

By: _____
Name:
Title:

(Date)

(Date)

EXHIBIT A

LICENSE FEE

1. If LICENSEE employs less than ten (10) GUIDED CARE NURSES, then the License Fee is one thousand dollars (\$1,000)

2. If LICENSEE employs ten (10) or more, but less than one hundred (100), GUIDED CARE NURSES, then the License Fee is ten thousand dollars (\$10,000)

3. If LICENSEE employs one hundred (100) or more GUIDED CARE NURSES, then the License Fee is fifty thousand dollars (\$50,000)

SCHEDULE 1 LICENSED RIGHTS

SERVICE MARKS

Service Mark Number 3,751,733, “Guided Care”, issued 23-Feb-2010 (JHU Ref. P10598-01)

COPYRIGHTS

Copyright Number TXu1616239 “Guided Care Guidelines” (JHU Ref. P10598-02)

Copyright Number TX0007218758 “Guided Care Health History Questionnaire” (JHU Ref. P11058-01)

Copyright Number TX0007218752 “ Guided Care Preliminary Care Guide ” (JHU Ref. P11059-01)

Copyright Number TX0007218748 “ Guided Care Care Guide ” (JHU Ref. P11060-01)

Copyright Number TX0007218741 “ Guided Care Action Plan” (JHU Ref. P11061-01)

SCHEDULE 2 REQUIREMENTS OF GUIDED CARE

- 1. LICENSEE employs at least one GUIDED CARE NURSE.**
- 2. GUIDED CARE NURSES manage a case-load of no more than seventy-five (75) high-risk patients.**
- 3. GUIDED CARE NURSES carry out the following eight activities:**
 - 3.1 Assess the patient at home.**
 - 3.2 Create an evidence-based comprehensive “Care Guide” (a tool for providers that summarizes the patient’s conditions, medications, care providers, family members and other important data in a succinct and professional format) and “Action Plan” (a patient-friendly version of the Care Guide).**
 - 3.3 Promote patient self-management.**
 - 3.4 Monitor the patient’s conditions monthly.**
 - 3.5 Coordinate the efforts of all the patient’s health care providers.**
 - 3.6 Smooth the patient’s transitions between sites and providers of care.**
 - 3.7 Assess, educate, and support family caregivers.**
 - 3.8 Facilitate access to community resources.**