

## ESAS-r: Renal LICENSE AGREEMENT

This License Agreement (“Agreement”) is by and between The Governors of the University of Alberta (“University”) and the Licensee, each a party and together the parties.

### WHEREAS:

- A. Dr. Sara Davison, employee of University, has developed, as lead investigator, the Edmonton Symptom Assessment System-Revised: Renal (defined below as Licensed Work).
- B. Licensee requests to use the Licensed Work for the Permitted Purpose (defined below) under the terms and conditions of this Agreement.

By signing below, the Licensee agrees, as of that date (“Effective Date”), to the following terms and conditions:

### 1. DEFINITIONS

- a. **“Licensed Work”** shall mean the Edmonton Symptom Assessment System-Revised: Renal, a disease-specific patient-reported outcome measure that assess symptoms common in chronic kidney disease (University technology ID #2022052), modified from the original Edmonton Symptom Assessment System.
- b. **“Permitted Purpose”** shall mean the use of the Licensed Work by Licensee to help manage chronic kidney disease treatment.

### 2. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement and effective as of the Effective Date hereof, University hereby grants to Licensee and Licensee hereby accepts a non-exclusive, non-transferrable license to use the Licensed Work for the Permitted Purpose.

### 3. PROHIBITED USES

Licensee must not make any other use of the Licensed Work except as provided for in this Agreement or in a separate license agreement with University. In particular, but without limitation, Licensee must not:

- a. Modify, adapt or create any other derivative work of the Licensed Work, including translations, electronic versions, and software applications of the Licensed Work;
- b. Sell, sublicense, rent, loan, transfer or otherwise distribute the Licensed Work to any other person other than as required in connection with the Permitted Purpose;
- c. Publicly perform or display the Licensed Work or any part of the Licensed Work, except for training and use of the Licensed Work in connection with the Permitted Purpose; or
- d. Remove or obscure any copyright, trade-mark or other proprietary notices contained in or associated with the Licensed Work.

#### **4. ACKNOWLEDGMENT OF COPYRIGHT**

Licensee acknowledges that the Licensed Work is protected by copyright and other intellectual property rights.

#### **5. PUBLICATION**

Licensee may publish articles based on data obtained using the Licensed Work provided that Licensee does not publish any part of the Licensed Work. All publications shall reference "Sara N Davison. Kidney Supportive care Research Group. University of Alberta, Edmonton. Canada. [https://www.ckmcare.com/Resources/Details/62.](https://www.ckmcare.com/Resources/Details/62)"

#### **6. CONFIDENTIALITY**

**6.1** Except as required by law, Licensee not will disclose the terms of this Agreement to any third party without the prior written consent of the University. Neither University, nor the Licensee will use the name of the other in any publicity, advertising or announcement without the prior written approval of the other party.

**6.2** University will keep confidential any information submitted to it by the Licensee under this Agreement and will use due diligence to prevent disclosure of it except to its employees necessary for the conduct of its obligations under this Agreement who are bound by similar written obligations of confidentiality for a period of five (5) years after the execution of this Agreement.

#### **7. DISCLAIMER OF WARRANTIES**

The Licensed Work is provided as a support tool only and is not intended as a substitute for the guidance or care of a health professional. Except for the representations and warranties expressly set forth herein, University disclaims all other warranties, expressed or implied. In particular, but without limitation, the Licensed Work is provided by University WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED.

#### **8. INDEMNITY AND LIMITATION OF LIABILITY**

**8.1** In no event will University be liable for any losses, costs, claims, damages or liability of any kind whatsoever which may arise from Licensee's use of the Licensed Work, including all translations and/or electronic conversions, or this Agreement;

**8.2** To the extent permitted by law, Licensee will indemnify, defend and hold harmless University, its directors, officers, employees, agents and affiliates from and against any liability, loss, costs, damages or expenses of any kind (including, but not limited to, reasonable legal, expert and consultant fees) causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims") arising directly or indirectly from any use of the Licensed Work by Licensee or otherwise attributable to this Agreement.

#### **9. INSURANCE**

Licensee shall maintain liability insurance sufficient to cover its potential liabilities hereunder.

## **10. TERMINATION**

**10.1** This Agreement can be terminated by University at any time with thirty (30) days written notice to Licensee.

**10.2** Either University or Licensee may terminate this Agreement for a material breach of this Agreement, provided that the breaching party fails to cure such material breach within sixty (60) days after receipt of written notice specifying such material breach.

**10.3** In the event that a party becomes insolvent, makes an assignment for the benefit of creditors, files for bankruptcy, or ceases or threatens to cease to carry on the whole or any relevant part of its business or trade (hereafter an "Insolvent Party"), the other party may terminate this Agreement effective upon delivery of a written notice to the Insolvent Party.

**10.4** Upon termination of this Agreement, the Licensee shall cease all use of the Licensed Work and destroy all copies of the Licensed Work in its possession.

**10.5** Notwithstanding the termination of this Agreement, the rights and obligations in Articles 3, 4, 5, 6, 7, 8, 9 and 10 will survive and continue to bind the parties and each of their successors and assigns.

## **11. GENERAL PROVISIONS**

### **11.1 Assignment and Subcontracting**

Neither party shall sublicense or assign this Agreement to any third party without receiving prior written permission from the other party, provided that a party shall be entitled to assign its rights and obligations hereunder in connection with the sale of all, or substantially all, of its business related to the Permitted Purpose or its obligations under this Agreement.

### **11.2 Entire Agreement**

This Agreement contains the entire agreement between the parties with regard to the Licensed Work and supersedes all prior oral or written communications or understandings between the parties. No amendments to this Agreement shall be valid or enforceable unless in writing and signed by all parties.

### **11.3 Severability**

If any provision of this Agreement is wholly or partially invalid, illegal or unenforceable for any reason, all other provisions will continue in full force and effect.

### **11.4 Binding Effect**

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, executors, administrators or other legal representatives and permitted assigns.

### **11.5 No Waiver**

Failure of a party to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion.

**11.6 Authorized Signatory**

The party accepting these terms and conditions represents and warrants that it is authorized to bind the identified Licensee.

**Agreed and Accepted by Licensee:**

**Name of Practitioner / Institution:**

\_\_\_\_\_ **Date:**  
(authorized signature)

**Signatory Name:**

**Signatory Title:**

**Email:**

**SCHEDULE A  
TRANSLATION PROTOCOL**

1. Licensee must obtain University's prior written approval for any translation of the Licensed Work.

Each authorized translation must include the following copyright notice in the foreign language:

ESAS-r:Renal © 2022 University of Alberta

3. Licensee must ensure the following references and funding acknowledgement are included on the last page of the translation:

**'Sara N Davison. Kidney Supportive care Research Group. University of Alberta, Edmonton. Canada. <https://www.ckmcare.com/Resources/Details/62>'**

4. Optionally, Licensee may add the statement "translation provided by "Licensee name", translation date".
5. Licensee is responsible for all fees related to the translation process and acknowledges that University retains sole rights and ownership to the translation.
6. Licensee shall promptly provide a copy of the translation to University.