

SUBLICENSE AGREEMENT WOMEN'S RISK/NEEDS ASSESSMENT

This Sublicense Agreement (the "SUBLICENSE") is a legal agreement between you (the "RECIPIENT") and the University of Utah (the "UNIVERSITY") to use the ASSESSMENT for its intended purpose of assessing risk factors pertinent to women involved in the criminal justice system. Only those ASSESSMENT materials received directly from UNIVERSITY, and copies made by RECIPIENT thereof, are authorized for use by RECIPIENT.

By signing this SUBLICENSE below and returning a copy to UNIVERSITY, RECIPIENT agrees to be bound by the terms and conditions set forth in this SUBLICENSE. If RECIPIENT does not agree to the terms and conditions set forth in this AGREEMENT, then RECIPIENT shall not use the ASSESSMENT in any form or manner.

TERMS & CONDITIONS

The University of Utah ("UNIVERSITY") hereby grants a non-exclusive sublicense to _____, to copy, reproduce and perform the ASSESSMENT (defined *infra*) under the COPYRIGHT (defined *infra*) for the purpose of assessing justice-involved women clients of RECIPIENT to inform service provisions. For the purpose of this SUBLICENSE the ASSESSMENT is defined as the following works:

- The Women's Risk/Needs Interview (Version 6 or newer version);
- The Women's Risk/Needs Survey (Version 6 or newer version);
- The Women's Risk/Needs Scoring Form (Version 6 or newer version)

The ASSESSMENT was created at the University of Cincinnati ("UC") by Van Voorhis, P., Salisbury, E. ("SALISBURY"), Wright, E., and Bauman, A., (collectively, the "AUTHORS") through funding from the National Institute of Corrections ("NIC"), with derivative works created by SALISBURY under a License Agreement between UNIVERSITY and UC, dated as of May 12, 2020 ("LICENSE AGREEMENT"). UNIVERSITY and UC are the owners of all rights, title and interest in the ASSESSMENT.

COPYRIGHT means, for the purposes of this SUBLICENSE, UC's and UNIVERSITY'S respective copyrights in the ASSESSMENT, whether or not registered, for example, with the United States Library of Congress or with an appropriate authority of any other country.

Representatives from RECIPIENT are required to receive training from appropriate personnel in the administration and scoring of the ASSESSMENT as well as in the use of the ASSESSMENT for case planning purposes (collectively, "TRAINING"). Representatives of the UNIVERSITY, or other authorized organizations or individuals identified by SALISBURY, are available to provide RECIPIENT TRAINING of the ASSESSMENT. All expenses associated with TRAINING will be the responsibility of RECIPIENT.

By signing this SUBLICENSE, or accepting and using the ASSESSMENT, you agree to also be bound by the following conditions:

1. The ASSESSMENT is intended to be used for purposes of assessing risk factors pertinent to women involved in the criminal justice system. The versions we have sent to you are appropriate for adult, justice-involved women.
2. You understand that the current version of the ASSESSMENT has undergone construction, validation, and re-validation research and that additional validation research is underway at the

present time. If an update to the ASSESSMENT occurs, SALISBURY will send a notification to the email of the person on file for the RECIPIENT.

3. UNIVERSITY and/or UC retains ownership of all materials delivered to you. You agree that you will neither make changes nor alterations to the ASSESSMENT, including but not limited to the changing of questions, adding questions, or deleting questions. Any translation and necessary modification for social/cultural differences must be done under the direct supervision of SALISBURY and can only be authorized through a written notice of approval from SALISBURY. The RECIPIENT will not own any portion of the original tool and the subsequent translation and/or modification.
4. All now known or hereafter known tangible and intangible rights, title, interest, copyrights and moral rights in and to the ASSESSMENT, including but not limited to all images, photographs, audio, video, data, text, computer code, algorithms, and information, are owned by UNIVERSITY. The ASSESSMENT is protected by all applicable copyright laws and international treaties.
5. You shall not disclose or transfer in any form either the delivered ASSESSMENT or any modifications of or derivative works based on the ASSESSMENT to third parties except pursuant to a valid court order, subpoena, FOIA request, or similar judicial proceeding or governmental records request.
6. You may make a reasonable number of copies of the ASSESSMENT for the purposes of backup, or maintenance of the ASSESSMENT; these additional copies are subject to the terms of this SUBLICENSE. You shall ensure that these additional copies will carry the copyright notice (Copyright © 2013, University of Cincinnati, Ohio. All rights reserved; Copyright © 2019, University of Nevada, Las Vegas), and will be destroyed by you upon request of UNIVERSITY.
7. If you receive a request to furnish all or any portion of the ASSESSMENT to any third party, you will not fulfill such a request and will refer it in writing to UNIVERSITY or to SALISBURY.
8. THE ASSESSMENT IS THE RESULT OF CONSTRUCTION RESEARCH IN ACCORDANCE WITH SCIENTIFIC STANDARDS IN EFFECT AT THE TIME OF THE RESEARCH. HOWEVER, BECAUSE OF THE POSSIBILITY OF HUMAN ERROR, CHANGES IN AGENCIES USING THE ASSESSMENT, OR CHANGES IN ASSESSMENT TECHNOLOGY, THE AUTHORS AND UNIVERSITY DO NOT WARRANT THAT THE ASSESSMENT IS IN EVERY RESPECT ACCURATE OR COMPLETE, AND THUS ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR THE RESULTS OBTAINED FROM THE USE OF THESE ASSESSMENTS. UNIVERSITY MAKES NO REPRESENTATION OR WARRANTIES EXPRESSED OR IMPLIED. UNIVERSITY DOES NOT REPRESENT OR WARRANT THAT USE OF THE ASSESSMENT WILL NOT INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
9. You may not assign, transfer or sublicense any rights granted to you by this SUBLICENSE to any other person or entity without the express written consent of UNIVERSITY.
10. If any term of this letter is held unenforceable, the remaining provisions shall remain in full force and effect.
11. The terms of this letter may not be amended or superseded except in writing signed by the parties.
12. This letter supersedes all other previous or contemporaneous agreements or understandings between the parties, whether verbal or written, concerning the subject matter hereof.

13. Use of this ASSESSMENT in contractual arrangements with third parties requires such parties to license their use of the ASSESSMENT directly from UNIVERSITY.
14. The use of the ASSESSMENT is restricted to the intended purpose.
15. You certify that the users will be trained in the effective administration of the ASSESSMENT including evidence-based practice, gender-responsive principles and practices, assessment administration and scoring, interviewing and listening skills, and case planning utilizing the assessment.
16. You agree to credit the AUTHORS and the NIC for any use.
17. You certify that you will not use the ASSESSMENT for populations other than adult, female(s) without appropriate provisions for validation research.
18. Upon request, RECIPIENT shall provide data resulting from its use of the ASSESSMENT (“DATA”) to UNIVERSITY for the purposes of providing quality assurance services, conducting inter-rater reliability analyses, and supporting efforts to continually refine the ASSESSMENT. Upon request from the RECIPIENT, UNIVERSITY will enter into a separate data transfer agreement with RECIPIENT or necessary parties to obtain the DATA. DATA shall only include de-identified demographic and WRNA item-level variables.
19. Each party hereto will at all time during the term of this SUBLICENSE and thereafter be responsible for its own acts and omissions, as well as those of its employees, officers, agents, representatives and affiliates. Without limiting the generality of the foregoing, neither UNIVERSITY nor RECIPIENT nor UC will be responsible for any claims, proceedings, demands or liability of any kind arising out of or resulting from RECIPIENT’s use of the ASSESSMENT or its performance of its obligations hereunder. Further, each party maintains all privileges, immunities, and other rights and defenses granted to it by its state immunity statutes, as applicable, and all other applicable law.
20. RECIPIENT certifies that it and its subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sex, sexual orientation, gender identity, age, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event RECIPIENT or its subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNIVERSITY may declare RECIPIENT in breach of this Sublicense and immediately terminate this Sublicense.
21. RECIPIENT certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the U.S. Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. RECIPIENT agrees to provide immediate notice to UNIVERSITY in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the term of this Sublicense.
22. This SUBLICENSE is effective as of the date any authorized signatory affixes his/her signature below and shall remain in effect until terminated by either party. Either party may terminate this SUBLICENSE with thirty (30) days’ written notice to the other party. UNIVERSITY shall immediately terminate this SUBLICENSE if the LICENSE AGREEMENT is terminated for any reason.

Please affix your signature below to indicate your acceptance of all terms and conditions herein and return an electronic copy to:

University of Utah
615 Arapeen Drive, Suite 310
Salt Lake City, UT 84108
e.paulsen@utah.edu

with a courtesy electronic copy to:

Dr. Emily Salisbury
(emily.salisbury@utah.edu)

Questions regarding this SUBLICENSE should be directed to the UNIVERSITY, Technology & Venture Commercialization; 801-581-7792 (e.paulsen@utah.edu). Questions regarding the ASSESSMENT should be directed to Dr. Emily Salisbury (emily.salisbury@utah.edu)

This SUBLICENSE constitutes the entire agreement between UNIVERSITY and RECIPIENT and supersedes all prior understandings of UNIVERSITY and RECIPIENT, including any prior representation, statement, condition, or warranty with respect to the subject matter of this SUBLICENSE.

Agreed to by RECIPIENT through their authorized signatory:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

AGENCY or ORGANIZATION NAME:

Address 1:

Address 2: [Click here to enter text.](#)

COUNTRY:

UNIVERSITY OF UTAH

SIGNATURE:

NAME: _____

TITLE: _____

DATE: _____