



GAIN Sublicense Agreement

The GAIN Short Screener is available to all hospitals in Ontario.
To get your copy of the GAIN-SS, manual and scoring instructions, please complete the attached agreement and return it to:

Ross Cockfield, Administrative Assistant, PCMCH

Email: ross.cockfield@pcmch.on.ca

Fax: 416-813-5995

Schedule A
GAIN SUBLICENSE AGREEMENT

This Sublicense Agreement, dated _____, (Effective Date) is between The Hospital for Sick Children (hereinafter called “SickKids”), a Public Hospital organized under the laws of the Province of Ontario, Canada, having an office at 555 University Ave, Toronto, Ontario, Canada and _____ (“Sublicensee”).

WITNESSETH:

WHEREAS, SickKids has licensed certain copyrighted works from Chestnut Health Systems Inc (“Chestnut”) and is willing to grant to Sublicensee a non-exclusive, non-transferable, limited sublicense to reproduce and use some of said copyrighted works; and

WHEREAS, Sublicensee is desirous of obtaining the aforesaid licenses;

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following:

Section 1 **Definitions**

a. As used herein the term “Licensed GAIN Products” refers to materials specifically identified in Section 7 hereto.

Section 2 **Right to Convey Sublicense**

SickKids warrants that it has signed a License Agreement with Chestnut that permits SickKids the right to convey the sublicenses set forth herein.

Section 3 **Sublicense**

a. Subject to the terms and conditions of this Agreement, SickKids grants to Sublicensee, and Sublicensee accepts, a non-exclusive, non-transferable, limited sublicense to reproduce and use the Licensed GAIN Products as identified in Section 7 and at locations identified in Section 8 hereto.

b. Sublicensee shall not have the right to assign, sub-license, transfer, pledge, lease, rent or share rights under this License Agreement.

c. Sublicensee acknowledges and agrees that the Licensed GAIN Products are proprietary products of Chestnut protected under the U.S. Copyright Law. All right, title and interest in and to the Licensed GAIN Products including associated intellectual property rights

are and shall remain with Chestnut. This Sublicense Agreement does not convey to Sublicensee an interest in or to the Licensed GAIN Products, but only a limited right of use.

d. This Sublicense Agreement is effective for the duration of the term of the License Agreement between SickKids and Chestnut. Sublicensee may terminate this Sublicense Agreement at any time by providing written notice to SickKids and complying with the terms in Section 3e herein. SickKids may terminate this Sublicense Agreement upon the breach by Sublicensee of any term hereof. This Sublicense Agreement will terminate immediately upon termination or expiration of the License Agreement between SickKids and Chestnut.

e. Upon expiration or termination, Sublicensee will discontinue use of GAIN Products but can maintain archival copies of the Licensed GAIN Products.

h. The licenses granted under this Sublicense Agreement are to be used only for the clinical practice and research conducted by the Sublicensee.

Section 4 **No Warranty**

a. Sublicensee shall be solely responsible for any use of the Licensed GAIN Products in its operations. Sublicensee agrees that Licensed GAIN Products are suitable for supportive clinical decision-making only when used under the supervision of someone qualified to make diagnosis and placement decisions under any and all applicable agency and local regulations and guidelines. Sublicensee bears full responsibility for the supervision of its own staff and how Sublicensee's staff utilizes Licensed GAIN Products.

b. In no event shall Chestnut or SickKids be liable for damages of any kind (direct, indirect, special, incidental, or consequential) resulting from any deficiency, defect, error or malfunction in the Licensed GAIN Products, even if they have been advised of the possibility of such damage, except to the extent damages result from Chestnut's or SickKids' gross negligence or intentional misconduct.

Section 5 **Confidentiality**

Sublicensee shall be responsible for maintaining and securing the Licensed GAIN Products in its possession or under its control. Sublicensee: (i) will protect the Licensed GAIN Products in the same manner that it protects its own confidential information and (ii) will not remove or destroy any proprietary notice on the Licensed GAIN Products. Any termination of this Sublicense Agreement shall not terminate Sublicensee's obligation of confidentiality under this Section 5.

Section 6 **Defending Rights**

In the event that any suit, claim or demand is threatened or brought against Sublicensee involving any claim that Sublicensee's use of the Licensed GAIN Products infringes any rights of others, Sublicensee shall promptly inform SickKids thereof, and SickKids shall notify Chestnut. Chestnut shall have the right, at its option, to take exclusive charge of the defense, at its own

expense, of any such suit, claim or demand, and of any negotiations for the settlement thereof. Sublicensee shall cooperate fully with Chestnut, at Chestnut's sole expense, in the defense of any such actual or threatened suit, claim or demand or any related proceeding that Chestnut undertakes.

Section 7 **Licensed GAIN Products**

This sublicense does not include software. The Sublicensee is approved to use current versions of the GAIN Short Screener only (GAIN-SS).

Section 8 **Authorized Purposes and Locations**

This sublicense is granted for use as specified below. If the site or project information below changes, please notify SickKids in writing.

Program, Project, or Site Name: _____.

Organization Name (if different): _____

Grant Program (if applicable): _____

Grant Number (if applicable): _____

Sponsor/Funder (if applicable): _____

Main Contact/Program or Project Director Name: _____

Organization: _____

Address: _____

City/State/Zip: _____

Country: _____

Phone: _____

Fax: _____

E-mail: _____

Section 9 **Miscellaneous**

a. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

- b. Any notices recorded or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipts requested, with proper postage affixed to the parties at the following addresses:

If to SickKids:
Marilyn Booth
Executive Director, Provincial Council for Maternal and Child Health
The Hospital for Sick Children
555 University Ave
Toronto, Ontario M5G 1X8
Canada

With a copy to the Legal Department at the same address

If to Sublicensee: _____

c. In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement, and all the remaining terms of this Agreement shall remain in full force and effect.

d. In the event any term of this Sublicense Agreement is inconsistent with a provision of the License Agreement between SickKids and Chestnut, the terms of the License Agreement will control.

IN WITNESS WHEREOF, the parties have executed this License Agreement by their duly authorized officers as of the date specified on page 1.

SUBLICENSEE:

(print or type organization name)

By: _____
(print or type name)

Title: _____
(print or type title)

Signature: _____

Date: _____

**THE HOSPITAL FOR SICK
CHILDREN,**

a Public Hospital in Ontario, Canada

By: _____
(print or type name)

Title: _____
(print or type title)

Signature: _____

Date: _____