



INTERNATIONAL COUNCIL OF NURSES USERS AGREEMENT FOR NON-COMMERCIAL USE OF THE ICNP® BETA VERSIONS

This agreement ("Agreement") is made as of [_____] by and between the International Council of Nurses, a non-profit, international, non-governmental organisation with its head office at 3, pl. Jean-Marteau, 1201 Geneva, Switzerland ("ICN"), and [_____], [domicile] ("User") and governs the relationship of the Parties as regards the use of certain material of ICN by the User within the research and evaluation project described in the attached exhibit (the "Project").

I. ICNP®

For the purposes of this Agreement, "ICNP®" means the printed or on-line version of the 1999 Beta Version and 2001 Beta 2 Version of the ICNP® as well as all its contents (including but not limited to data, texts, figures, graphics, ideas, concepts, indexes, or other material as well as any accompanying documentation).

II. INTELLECTUAL PROPERTY RIGHTS AND PERMISSION FOR USE AND PUBLICATION

The User acknowledges that the ICN owns and shall retain ownership of the intellectual property rights, including copyright and database rights, in the ICNP®. The User further acknowledges that ICNP® contains proprietary information of ICN.

The User acknowledges and agrees that any and all intellectual property rights which will be created, developed and/or used in the course of this Agreement, including without limitation any rights to the ICNP® as well as any recommendation or suggestion of the User regarding the ICNP®, shall remain vested in ICN or, as the case may be, become the sole and exclusive property of ICN. The User further acknowledges and agrees that any and all rights for all purposes throughout the world in connection with ICNP® belong exclusively to ICN. The User shall not, by virtue of this Agreement or otherwise, claim any right, title or interest in relation thereto.

For the duration of the Agreement, ICN grants the User permission to view, consult, copy and distribute the ICNP® within its internal organization or project team only and for the purpose of non-commercial research, evaluation, or education only. The User acknowledges in particular that it may not transfer, sublicense, assign, lease or otherwise commercially exploit the ICNP® nor any rights, including derivative works, in relation with such ICNP®.

ICN grants the User a perpetual, worldwide, royalty-free license and authorization to publish the results of the research or reports in connection with the Project, provided that (a) such publication occurs in scientific literature, (b) is not linked with a commercial venture, and (c) the User sends ICN a copy of such publication at no cost.

III. DISCLAIMER OF WARRANTY

The User acknowledges that the ICNP® is provided "as is". There is no express warranty and the ICN disclaims all implied warranties including any implied warranty of merchantability or fitness for a particular purpose. The ICN does not warrant that the ICNP® will satisfy the User's requirements, operate in combinations selected by the User or be free from defects or errors, nor that its content and data are correct. In no event will the ICN be liable for any direct or consequential, special, incidental, or indirect damages (including but not limited to, loss of profit, data, clients revenues), whether or not foreseeable, arising out of, or in connection with, use of or inability to use the ICNP®, for example as a result of temporary unavailability on-line, even if the ICN has been advised of the possibility of such damages. The ICN has no liability for any damages to the User or any other person, regardless of the nature of the claim.

IV. OBLIGATIONS OF THE USER

1. Delivery of Project Reports. Beginning one year after the date of this Agreement, or upon ICN's request, and every twelve months thereafter, the User shall provide ICN with a brief report of the projects undertaken, including any observations or recommendations made on the ICNP® during each period. The User shall provide any documentation related to any research findings and recommendations or other works in response to such request from ICN.
2. As a condition precedent to the entry into force of this agreement, the User shall provide ICN with the information requested on the attached ICNP® Non-Commercial Project form. This agreement pertains specifically to the project described on the attached form and is entitled:

3. The User's documentation and recommendations to the ICNP®, as described above, the Project Reports and the findings and results of the Project, and any material contributed by the User for inclusion in the ICNP® and all rights hereto, including the copyright, shall immediately and irrevocably vest in, or be fully assigned to, ICN. Therefore, the User acknowledges that ICN may in particular edit, modify, revise, delete or otherwise alter the ICNP® or the recommendations and materials provided to ICN without the permission of the User. . In consideration for such vesting or assignment, ICN will grant the User a perpetual, worldwide, non transferable, non exclusive license to freely use for non

commercial purposes the results of its research and findings under the Project, provided that ICN's copyright is mentioned as provided for under this agreement.

4. The User shall secure that all persons, including, without limitation, the User's representatives, its own personnel and/or any third party working on the ICNP® have no rights therein, or that they immediately and unconditionally waive such rights or assign them to ICN absolutely. The User shall not allow any person to be involved in the performance of the Agreement if such requirement is not possible or not expressly accepted by the relevant person prior to any involvement in the performance of the Agreement.
5. The User shall include the following notice of copyright and acknowledgement when using materials that include portions of, or refer to, the ICNP® Beta Version, off or on-line.

The International Classification for Nursing Practice (ICNP®) is used with permission of the International Council of Nurse with acknowledgement of the following:

"©2001 International Council of Nurses, 3, place Jean-Marteau, 1201 Geneva, Switzerland -All rights reserved. No part of this work may be reproduced in print, by photostatic means or in any other manner, or stored in a retrieval system, or transmitted in any form, or sold or licensed without the express written permission of the International Council of Nurses. Short excerpts (under 300 words) may be reproduced without authorisation, on condition that the source is indicated."

6. The User agrees to pay and to indemnify fully, hold harmless and defend ICN and directors, officers, employees, agents, representatives, advisors, successors and assigns from and against any and all claims, demands, causes of actions and/or liabilities, debts, damages, penalties, judgments, assessments, losses, costs and expenses (including, but not limited to, attorney's fees) from any third parties, whether contractual, extra-contractual (tort) or otherwise, arising out of, relating to or based upon the use of the ICNP® version delivered to or accessed on-line by such User.

V. DELIVERY OF ICNP®

If requested to do so, ICN will provide the User one free printed and one electronic copy of the ICNP® Beta 2 Version of the ICNP® and additional copies at cost of printing and mailing.

VI. APPROVALS

The User may not claim or imply that ICN has endorsed the User or any of the User's goods or services.

The Agreement does not establish the relationship of a partnership, joint venture, franchise, or principal and agent among the Parties, and neither Party shall have any

authority to incur obligations or take other actions on behalf of the other Party to the Agreement.

VII. TERM AND TERMINATION

The term of this Agreement starts [_____] and shall continue until the release of the ICNP® Version 1, scheduled for 2005, unless terminated earlier in writing by either Party for cause or by .ICN with a 180-day prior notice.

ICN can immediately terminate this Agreement at any time if the User does not observe its terms.

Upon termination, the User shall immediately return to ICN all materials received from ICN or produced by the User, as well as any pending evaluation, in relation with this Agreement, and confirm in writing that it does not retain any copy thereof.

VIII. GOVERNING LAW / JURISDICTION

This agreement shall be governed by Swiss substantive laws.

Any disputes arising with respect to or in connection with this agreement shall be finally decided by one arbitrators in accordance with the Rules of arbitration of the Chamber of Commerce and Industry of Geneva. The seat of the arbitration shall be Geneva, and the language shall be English.

Judith Oulton, Chief Executive Officer
International Council of Nurses

Date

Name, title and institution (if applicable)
of signatory

Date

INTERNATIONAL COUNCIL OF NURSES
International Classification for Nursing Practice (ICNP®)

NON-COMMERCIAL PROJECT

Date: _____

Title of the study or project: _____

Start date of Project : _____

Contact person
Name: _____

Address: _____
street number and name

city

state

country

code

Email: _____

TO COMPLETE THIS AGREEMENT,
PLEASE ATTACH
A BRIEF DESCRIPTION OF THE STUDY OR PROJECT

Abstract and contact information will be posted on the ICN web site.

Please submit this form to:
Amy Coenen, ICNP® Programme Director
Marquette University, College of Nursing
P.O. Box 1881
Milwaukee, WI 53201 USA
FAX: 414 288 1939
For electronic form: amy.coenen@marquette.edu

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