CHPSO

California Hospital Patient Safety Organization

License To Publish & Copyright License Agreement

This License to Publish & Copyright License Agreement (this "Agreement") must be signed and returned to the California Hospital Patient Safety Organization ("CHPSO"), before an article, manuscript, editorial or other written work ("Work") is accepted for publication in CHPSO's newsletter (currently entitled Patient Safety News) or in CHPSO's alerts (collectively, the "Newsletters").

If the Work is a joint work, CHPSO requires that each joint author sign this Agreement or elect to have one author to sign it as their duly authorized agent. If the copyright in the Work is owned by the author's employer, the employer must sign this Agreement.

In consideration of the fact that CHPSO is a nonprofit tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, and is dedicated to eliminating preventable harm and improving the quality of health care delivery in California hospitals, the undersigned hereby agrees as follows:

1. The Work(s) which are the subject of this Agreement are identified below the undersigned's signature below.

2. The undersigned represents and warrants to CHPSO that (a) it has full power and authority to enter this Agreement and grant the licenses hereunder with respect to each Work, (b) each Work is its sole and original work of authorship, (c) all facts contained in each Work are true and accurate, (d) no Work has been published elsewhere in any form (or, if it has, written permission has been obtained for publication by CHPSO and evidence of such written permission has been provided to CHPSO), (e) no Work infringes upon any copyrights, proprietary rights, privacy or personal rights or any other rights of any third party, (f) no Work contains any material that is libelous or defamatory, and (g) if accepted by CHPSO, the Work(s) may be used and published by CHSPO in the Newsletters in accordance with this Agreement without violating any other agreement the undersigned may have with any third party. If any Work contains any material that is owned or controlled by a third party, the undersigned certifies that it has obtained permission for its use (and will provide CHPSO with written evidence of such permission) and that the material is clearly acknowledged within the text of the Work. The undersigned acknowledges that CHPSO is relying upon the foregoing in entering this Agreement.

3. In consideration of CHPSO's publication of each Work, and subject to the terms and conditions of this Agreement, the undersigned hereby grants to CHPSO a non-exclusive, royalty-free copyright license to publish, reproduce, distribute, transmit, display, store, translate, create derivative works from and otherwise use such Work in the Newsletters and to permit/sublicense others to do any of the foregoing.

4. The undersigned also hereby grants and assigns to CHPSO and its sublicensees and designees the following rights: (a) the right to make modifications and edits to the Work (provided, however, that any such modifications or edits that alter or change the meaning and intent of the Work shall first be submitted to the undersigned for approval prior to publication), (b) the right to publish the Work in the Newsletters and to reproduce and reprint the Newsletters and distribute paper or electronic copies of the Newsletter to its past, current and future members, (c) the right to publish the Work in the Newsletters for display and posting on CHPSO's Internet website (www.chpso.org), (e) the right to reprint the Work, or any portions thereof, in any subsequent issues of the Newsletter, including any special issues, compilations and anthologies, (f) the right to keep and maintain copies of the Work for archival and back-up purposes, (g) the right to authorize reprints of the Work as it appeared in the Newsletters, (h) the right to make the Work available for review or reproduction via any CHPSO database or online service, and (i) the right to use the undersigned's name, likeness, professional affiliation(s), approved biography or other approved text in connection with the promotion, trade and distribution of the Newsletters and/or any columns, articles, sections and/or other parts of the Newsletters.

5. Subject to the rights granted to CHPSO hereunder, all copyrights in the Work(s) will remain with the undersigned. The undersigned acknowledges that CHPSO

provides in the Newsletters that they may be freely distributed to third parties in their original form. **Accordingly, if the undersigned does not want the accepted work(s) to be made widely available to the public, then the undersigned should not enter into this agreement with CHPSO**.

6. CHPSO is not obligated to pay any sum whatsoever to the undersigned for the licenses and other rights granted hereunder.

7. The undersigned agrees to indemnify, defend and hold CHPSO, and its officers, directors, and members harmless from and against any losses, damages, costs and expenses (including, without limitation, attorneys' fees and costs) arising out of or in connection any claims, suits or other legal proceedings brought by a third party based upon a breach of any of the undersigned's representations, warranties and covenants contained in this Agreement.

8. This Agreement contains the entire understanding between the undersigned and CHPSO with respect to the subject matter hereof, and supersedes any prior or contemporaneous understanding, whether written or oral, with respect to such subject matter. Any modification of, or amendment to, this Agreement must be in writing and signed by both parties. This Agreement is governed by California law, and its provisions are severable.

If the foregoing terms are acceptable, please sign and date this Agreement below and return it to CHPSO at the following address: California Hospital Patient Safety Organization, 1215 K Street, Suite 800, Sacramento, CA 95814–3946, Attention: Executive Director, Fax Number (916) 554–2299, e-mail: info@chpso.org. Once signed and dated, it will become an effective and binding legal contract between us.

California Hospital Patient Safety Organization, a California nonprofit public benefit corporation:

By:_____

Rory S Jaffe, MD MBA, Executive Director

Agreed and Accepted

By: _____

Name: _____

Title: _____

Date: _____

Address:_____

_____

_____

By: _____

Name: _____

Title: _____

Date: _____

Address:_____

_____

_____

Title of Work(s): _____

Authors:_____

U.S. Government employees: please check (a) or (b), as applicable:

a ☐ These Work(s) were written on my own time and were not part of my assigned duties as a U.S. Government employee; or

b ☐ These Work(s) were written as part of my assigned duties as a U.S. Government employee, and therefore are in the public domain.

U.S. Government employees acknowledge that the grant of the license and grant and assignment of rights under this Agreement are made only to the extent permitted by applicable law. CHPSO recognizes the U.S. Government's non-exclusive rights to use the Work(s) for non-commercial, governmental purposes where such rights are established by grant or contract.