**Pearson Clinical Trial Master License Agreement Application**

**With Statement of Work for Study-Specific Information**

Submit application to: pharma-licensing@pearson.com

**SECTION II**

Pearson uses a Master License Agreement (MLA) that contains the legal terms & conditions for using Pearson assessments; there is no fee associated with the MLA and it automatically renews after three years for one-year periods, if desired. The MLA is valid for multiple clinical studies. Study-specific licenses are provided through a Statement of Work (SOW) that contains the requirements of the study, such as test(s) and translation availability and license fees. Once the MLA is executed, the SOW can be completed within 2-5 business days.

This Master License Agreement (MLA) application is for Pearson to gain the necessary information to process your request. Please submit the completed application to pharma-licensing@pearson.com. Licenses are issued at the sole discretion of Pearson. *Filling out this form does not guarantee that you will be granted a research license.* Upon review and approval by Pearson’s internal review team, Pearson will forward requestor a draft of the MLA for review and approval. A separate SOW will also be provided for review and will be executed after execution of the MLA.

**IMPORTANT NOTICE:**

1. Pearson assumes that a requesting research organization either has the actual materials available or will purchase materials not included in the pharma license; such as: Manual(s) and Stimulus Material(s) through Pearson Customer Service in sufficient quantity to score, interpret scores, and analyze Test results.
2. In the event that the study will be adapting the record forms and/or other materials, Pearson will provide PDFs of the licensed materials. Adaptations may include revising the record form to *case report format*, adapting the test for proprietary electronic administration (tablet or online), translating the scale into a language that is not currently available.

**STUDY LICENSE FEES** (There is no fee for a Master License Agreement.)

| **Type of Fee** | **Explanation** | **Fee US$$** |
| --- | --- | --- |
| SOW Research Project Fee  | Amount charged for study license based on the MLA. It is applied to each *Statement of Work* (SOW) submitted by licensee.  | $9,500 |
| Content Delivery Fee | Ensures delivery of available translations in PDF (source documents are not provided). The fee is per language, per test provided. | $950 |
| Reproduction Fee | Fee for reproducing all or part of administration and/or technical manuals and stimulus books. The fee is calculated as follows: $1.00 per page x # of pages x # of sets. The Reproduction Fee per set will not exceed the catalog price of the manual and/or stimulus book.  | $1.00per page |
| Change Order Fee (Amendment) | Amount charged for amending study license or MLA. | $1,500 |
| Usage/Administration Fees | Usage Fees are determined by current price list for each scale used by the Research Project. | Available on Request |

**SECTION II**

1. **Date of Application**:
2. **Applicant Organization Name**:
3. **State of Incorporation/Registration of Legal Entity (**or, country of registration if outside of the
United States**)**:
4. **Organization Address (physical address; no P.O. Boxes)**:
5. **Type of Organization:**

[ ]  Pharmaceutical, Biotechnical, or Medical Device Company

[ ]  Contract (or, Clinical) Research Organization (CRO)

[ ]  Medical Center Attached to University

[ ]  University

[ ]  Student Researcher

[ ]  Other (explain):

1. **Contact for Legal Notices if different from #4 above:**

**Name:**

**Title/ Position:**

**Organization:**

**Address:**

**Phone:**

**E-mail**:

1. **Contact Person** (for licensing process)

**Name:**

**Title/ Position:**

**Organization:**

**Phone:**

**E-mail**:

1. **Individual who will sign an agreement** (if different from #6 above):

**Name:**

**Title/ Position:**

**Organization:**

**Phone:**

**E-mail**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Is automatic renewal of the MLA desired?** (i.e., automatic one-year renewals after the first three-year period): [ ]  Yes [ ]  No
2. **Reasons for study license(s)** The answer to this question will determine the addenda that will be included in the MLA. Please check all that might apply to the needs of future studies.

[ ]  Case Report Format (CRF or eCRF)

[ ]  Permission to Translate

[ ]  Adapt for electronic administration (tablet, PC, Internet-based)

[ ]  Use of editable norms tables

[ ]  Training Services

[ ]  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Statement of Work**

**SECTION III**

**Statement of Work (SOW) No**. PENDING

This SOW, effective as of the date of last signature below (Effective Date), is made pursuant to Master License Agreement No. PENDING dated PENDING between the parties identified below. Capitalized terms used in this SOW and not defined herein are used with the meanings ascribed to them in the Master Agreement.

**Study Information (***Sections 1-4, including Tables 1 and 2, completed by Licensee***)**

1. **Research Project Information**
	1. Study Funder Name:
	2. Sponsor Type:

[ ]  Pharmaceutical, Biotechnical, or Medical Device Company

[ ]  Contract (or, Clinical) Research Organization (CRO)

[ ]  Other (explain):

* 1. Licensee Name:
	2. Licensee, Type of Organization:

[ ]  Pharmaceutical, Biotechnical, or Medical Device Company

[ ]  Research Institute (conducting pharmaceutical, biotechnical, or medical device research)

[ ]  Contract (or, Clinical) Research Organization (CRO)

[ ]  Research Institute

[ ]  Other (explain):

* 1. Research Project Name/Number and Description:
	2. Anticipated Project Start Date:
	*The license begins on the Effective Date which is the date of last signature.*
	3. Project End Date *(this will be the License Expiration Date)*:
	4. Licensee Point-of-Contact Information (*during licensing process*):

Name:

Title/Position:

Organization:

Phone:

Email:

* 1. Signatory (Licensee):

Can your organization use AdobeSign? [ ] Yes [ ] No [ ]  If No, Alternate signature
system:

If Yes, please complete the following:

Name of Authorized Signatory:

Organization:

Title/Position:

Email:

1. **Grant of License / Description of Licensed Use:** Subject to all terms, conditions, and limitations of the Master Agreement, Pearson hereby grants to Licensee a limited, non-exclusive, non-transferable, non-refundable, non-sublicensable license, only in the Territory as set forth below, for Licensee’s sole use as part of the Licensed Use (“License”). The details of the permitted Licensed Use are as follows:
	1. Reason for License/Adaption Description (e.g., *modification of tests forms, use of research translation(s), new translation, case report formatting, adaptation for electronic administration, etc*.):
	2. Administration method (paper or electronic):
		1. If Licensee is reproducing and administering the Licensed Materials on an Electronic Tablet Device(s) and/or a web-based Hosting Site, then provide the following information:
			1. Hosting Site / URL, if applicable:
			2. Description of Electronic Tablet Device(s), if applicable:
	3. Scoring method (hand-scoring or electronic):
		1. If Licensee plans to use the Test(s) IP to create a Test Scoring Program for scoring, describe the details here (network hosting, tablet, etc.). If the scoring system is web-based please provide URL:
	4. Research Site Location(s):
	5. Territory:
	6. Additional Limitations/Conditions on License Grant, any:
2. **Billing**
	1. Billing Address and E-mail Address:

Organization:

Attention To:

Street:

City, State, Postal Code:

Country:

Email:

*Invoice will be sent by email, unless licensee prefers postal service.*

* 1. Is a Purchase Order required (Y/N)? [ ]  Yes [ ]  No
		1. Purchase Order Number (if available):
1. **Test Usage Details** *(Licensee to complete Table 1 and Table 2)*

**Table 4.1**. **Manual or Stimulus Book Reproductions**. For reproductions (manuals and stimulus books), please indicate the specific page numbers, total number of pages, and number of sets that will be made. (*Add rows if needed; Pearson will provide Fee information*)

*Please note for paper administration: Pearson will give permission for adaptation and reproduction of record forms and books, but Licensee must purchase published materials (such as manuals and stimulus books) from the respective publishers unless creating new translation(s) or reproducing only a portion of the published material.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Test Acronym/ Component | Pages Numbers to be Reproduced | Total Number of Pages | Number of Sets | Fee |
|  |  |  |  | $0 |
|  |  |  |  | $0 |
|  |  |  |  | $0 |
|  |  |  |  | $0 |
| Table 1 Total Fees($1.00 x ## pages x ## sets) | **$0.00** |

**Table 4.2.** **Test Usage Details** (*Add additional rows if needed; Pearson will provide Usage Fee and Subtotal of Fee*).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Test Acronym | Territory/Language | Number of Uses | Usage Fee | Subtotal of Fee |
|  |  |  |  | $0 |
|  |  |  |  | $0 |
|  |  |  |  | $0 |
|  |  |  |  | $0 |
|  |  |  |  | $0 |
| Table 2 Total Usage Fees | **$0.00** |

1. **Pricing and Fees**

**Table 3. License Fee.**

|  |  |
| --- | --- |
| Type of Fee | **Amount ($USD)** |
| Project License Fee | $9,500.00 |
| Content Delivery Fee ($950 Each x ## Languages) | $0 |
| Table 1 Subtotal of Fees | $0 |
| Table 2 Total Usage Fees | $0 |
| Training Services (Details in Addendum) | $0 |
| Total License Fee | **$9,500.00** |

**6**. **Trademark and Copyright Notices** (Licensee will add copyright information to all adapted test materials):

**Table 6.1. Pearson Published Test(s):**

|  |  |  |
| --- | --- | --- |
| Language | Territory | Copyright |
|  |  |  |
|  |  |  |

**Table 6.2. Previously Translated Test(s):**

|  |  |  |
| --- | --- | --- |
| Language | Territory | Copyright |
|  |  |  |
|  |  |  |

**Table 6.3. Test(s) to be Translated:**

|  |  |  |
| --- | --- | --- |
| Language | Territory | Copyright |
|  |  |  |
|  |  |  |

1. If **standardization data** is included in this SOW, then any published reports relating to the standardization data shall bear the following notice(s):

“Standardization data from the [TEST TITLE] Copyright © [YEAR] NCS Pearson, Inc. Data used with permission. All rights reserved. NCS Pearson, Inc.”

1. If a **test scoring program** is included in this SOW, the following notice format is to be applied to the adapted test:

“Confidential, Trade Secret and Unpublished Copyright Material of NCS Pearson, Inc. All rights reserved. Created [CURRENT YEAR]. Use permitted only under license as specifically authorized by NCS Pearson, Inc.”

1. The Master License Agreement terms and conditions continue in full force and effect, and in the event of conflict between this SOW and the Master Agreement, the Master Agreement shall supersede.

PEARSON WILL ADD SIGNATURE BLOCK WHEN READY TO SIGN.