This “Agreement” is between the entity accepting the terms and conditions through the web portal, hereafter referred to as “Partner”, and Portland State University, an institution of higher education in the State of Oregon, located in Portland, Oregon, hereafter referred to as “University”. The parties agree as follows:

**Background**

University owns or will own the copyright in Portland Metro Regional Population and Economic Development Forecast reports produced by University’s Northwest Economic Research Center (the “Work” or “Works”), with exclusive right to use and license thereof, in the course of their academic and community mission.

University desires to promote the use of these reports and increase the impact of the mission of Northwest Economic Research Center (“NERC”), and to allow use of the Work under certain terms and conditions for the benefit of the community and public.

Partner is an organization desiring a Portland Metro Regional Population and Economic Development Forecast report and desires to accept a license to certain rights in the Works in connection with fulfilling their mission.

Partner recognizes the value of the goodwill associated with the NERC and Portland Metro Regional Population and Economic Development Forecast trademark and the need for adherence by Partner to the Quality Control Standards outlined in this Agreement.

**Definitions**

“Administrative Contact” means an individual authorized by Partner to receive access to the Work and notices from University.

“Agreement” means this License Agreement, with attached Schedules.

“Effective Date” shall be the date Partner agreed upon the terms and conditions of this Agreement, or renewed its subscription.

“Know-How” means interpretation of the content of the Works and training on how to utilize the content of the Works.

“License Fee(s)” shall mean the amount due from Partner for the permissions and grants provided by this Agreement.

“Quality Control Standards” means the standards listed in Schedule A.

“Tailored Forecasts” means any individual report(s) or sections of report(s) provided by University to Partner under this agreement reporting on or containing such forecasts.

“Territory” shall mean the Portland, Oregon metro region.
“Trademark” means the trademarks “Portland Metro Regional Population and Economic Forecast” and “Metro Outlook”.

“Work(s)” means the report or reports provided by University to Partner under this agreement, with the exception of Tailored Forecasts.

**Works Grant**

Beginning on the Effective Date, and subject to and conditioned upon Partner’s performance and satisfaction of the conditions set forth in this Agreement, University hereby grants to Partner, and Partner accepts, a limited, non-transferable, non-exclusive license to copy, display, and distribute Works in the Territory.

Partner may also make derivatives of the Works solely to the extent necessary to add Partner’s own brand or mark to the Works prior to internal distribution.

Partner acquires no proprietary interest in Work. Partner shall not remove or obscure rights management markings, such as copyright and trademark notices, from Works or printouts from Works.

Partner shall not sublicense, sell, display, lend, rent, lease or otherwise transfer all or any of Works.

University reserves the right to use the Works internally for research and educational purposes.

**Know How Grant**

Additionally, University agrees to grant Partner access to Know How in relation to certain Works. Access to Know How shall be provided to Partner on an as-needed, no obligation, hourly basis and shall consist of interpretation of Works and training on using the content of Works.

**Communications**

University may provide certain instruction to Partner in regard to the interpretation and presentation of the Works, in order to enable Partner’s optimal use of the Work.

Notices to Partner shall be sent to the Administrative Contact.

**Confidentiality**

“Proprietary Information” means information of any form or format disclosed by University to Partner pertaining to the Work and identified by University at the time of disclosure as not for public release, or if orally disclosed, reduced to written form and identified by University as not for public release within thirty (30) days of disclosure. Proprietary Information does not include information which (i) Partner can demonstrate was previously known to Partner, or (ii) has been independently developed by Partner by those without access to Proprietary Information, or (iii) has been obtained by Partner from sources not breaching any obligation to University; or (iv) which is or in the future becomes public knowledge other than through acts or omissions of Partner; or (v) is required to be disclosed by operation of law or the action of a court of competent jurisdiction.
Partner shall hold Proprietary Information in confidence for ten (10) years from date of disclosure, using safeguards at least comparable to those by which Partner handles its own similar proprietary information, but in any case not less than reasonable safeguards. Partner shall not disclose Proprietary Information to any third party, including without limitation any patent or copyright office.

**Request and Delivery**
Works are expected to be delivered by April 1 of any year that Partner is a subscriber.

**Payment**
Partner shall pay to University License Fees for both Copyright grants and Know How grants. Should payment not be received from Partner within thirty (30) days of the scheduled date, University, at its sole discretion, may end Partner’s access to Work and terminate this Agreement.

**Term**
Partner’s right to request Works shall expire one year after the Effective Date. Partner’s rights under the copyright grant shall last for the life of the copyright unless other terms of this agreement are breached.

**Notices**
All notices to University regarding this license agreement and payment hereunder shall be sent by U.S. mail or email per the following:

Portland State University  
PO Box 751, Mail code - RSP  
Portland, OR 97207  
Attention: Director, Innovation & Intellectual Property  
Telephone: 503.725.8454  
Email: iip@pdx.edu

All notices to University regarding the delivery and preparation of Works shall be sent by U.S. mail or email per the following:

Portland State University  
Tom Potiowsky  
NERC Urban Center  
PO Box 751  
Portland, OR 97207

All notices to Partner shall be sent by U.S. mail or email to the Administrative Contact as entered at the time of Agreement submission.

**Termination**
Partner may terminate this Agreement at any time upon thirty (30) days written notice to University.

University may terminate this Agreement upon notice if Partner is in breach of this Agreement and fails within thirty (30) days of a written demand for performance to cure such breach. After notice period elapses, access and grants to Works will be immediately terminated.
The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

Termination of this Agreement shall terminate all rights and permissions granted to Partner relating to Work. The obligation to pay any required License Fee due within sixty (60) days of the date of termination survives termination of this Agreement.

Disclaimers
The Works have been developed as part of research conducted at Portland State University. The Works are experimental in nature and is made available “AS IS,” without obligation by University to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Work is with Partner.

UNIVERSITY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF WORK OR ANY SUBJECT MATTER OTHERWISE PROVIDED TO PARTNER UNDER THIS AGREEMENT.

The Works may contain links to third-party websites that are not owned or controlled by University. University has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, University will not and cannot censor or edit the content of any third-party site. By using the Works, Partner expressly agrees that University has no liability arising from Partner’s use of any third-party website.

Indemnification
Partner shall save, hold harmless and indemnify the State of Oregon, the State Board of Higher Education, University, and their agencies, subdivisions, officers, employees and agents from and against any and all claims, suits, actions, losses, demands, damages, costs, expenses (including, but not limited to, those arising out of personal injuries, wrongful death or property damage suffered by any third party) and reasonable attorneys’ fees incurred by University, arising out of or relating to the use of Works, Trademarks, or any other activities of Partner or its officers, employees, subcontractors or agents under this Agreement.

General
Partner may not assign any of its rights under this Agreement. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party. In the event that any provision hereof is found to be invalid or unenforceable pursuant to a final judgment or decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Nothing contained in this
Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties hereto. Except as specified herein, neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto. Partner and University are the only parties to this Agreement and are the only parties entitled to enforce its terms; nothing in this Agreement gives or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to any third persons. Partner agrees not to use the name of University or any of its employees, in any advertisement or sales promotion relating to any Work without prior written approval by University. This document represents the entire Agreement between the parties as to the matters set forth and integrates all prior discussions or understandings between them. This Agreement may only be modified or amended in writing by a document signed by an authorized representative of University and Partner.
Partner agrees not to use any of the Works on or in connection with any products or services that are or could be deemed to be obscene, or pornographic, or that could be viewed as disparaging to University.

Partner agrees not to resell the Works or Trademarks, and not to use them for any promotion of Partner’s own products or services.

As a part of University’s quality control efforts, Partner will provide a brief annual report on their use of the Works to Partner.