Order "Plan B" Flash Cards

Our **Plan B Flash Cards** have been a huge hit among parents and professionals who find them helpful for both maintaining the mindset that "kids do well if they can," and for keeping Plan B discussions on track.

Pricing:

100-499 cards: \$1.00/card 500+ cards: \$0.75/card

Purchasing Instructions:

We currently sell our Plan B cards in bulk orders with a minimum quantity of 100 cards. Once you are ready to order, please follow the below steps:

- Complete the Non-Exclusive Copyright License and Material Transfer Agreement (see pages 2-4)
- 2. Email the signed agreement to thinkkidsinfo@partners.org
- 3. Mail a copy of the completed agreement along with payment to the below address:

Partners HealthCare
Attn: Petal Ellis
399 Revolution Drive, Suite 955
Somerville, MA 02145

**Checks shall be made payable to "Massachusetts General Hospital – DBA Think:Kids at MGH"

PLEASE NOTE: Orders will not be shipped without both a signed agreement & payment.

If you have any questions, please email: thinkkidsinfo@partners.org



Non-Exclusive Copyright License and Material Transfer Agreement

Requester Name:		
Institution:		
Shipping Address		
I	have requested that Massachusett	s General Hospital ("Hospital")
provide me with the	e following copyrighted material:	
THINK:KIDS Plan B	Flash Cards ("Material") quantity:	units
solely for non-comr	nercial use within the your Institution (the "	'Purpose").
•	the process for sending the Material, Hosp reement ready for signature.	oital has created a non-negotiable,
the THINK:KIDS Plan	re of your intended use, we are pleased to a B Flash Card ("Material"), without the right to the following terms:	
 You agree t 	o solely use the Material in the paper forma	at as delivered to you by

- You agree NOT to reproduce the Material;
- Your right to use the Material specifically excludes the right to make derivatives under the United States Copyright Act, as amended, 17 U.S.C.A. §§ 101 et seq., such as translations, abridgments, condensations, transformations or adaptations of Material;
- You agree NOT to sell, lease, license the Material to any third party;
- You agree to distribute the Material free of charge within your practice;
- You agree to pay a one-time, non-refundable shipping, handling and access fee in the amount of \$_____US Dollars. Checks shall be made payable to Massachusetts General Hospital DBA Think:Kids at MGH

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Indemnification. REQUESTOR shall indemnify, defend and hold harmless Hospital and its Affiliates and their respective trustees, directors, officers, medical and professional staff, employees, and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of any theory of product liability (including, but not limited to, actions in the form of contract, tort, warranty, or strict liability) concerning any product, process or service made, used, or sold or performed pursuant to any right or license granted under this Agreement.

Use of name. Without the prior written consent of the other party, neither Requestor nor Hospital shall use the name of the other party or the name, trademark, service mark, logo, or other identifying characteristic of any of its affiliates, or any adaptation thereof, or of any of their respective trustees, directors, officers, staff member, employees, student, or agents (i) in any product advertising, promotional or sales literature; (ii) in connection with any public offering or private placement documentation or prospectus or in conjunction with any application for regulatory approval, unless disclosure is otherwise required by law, in which case either party may make factual statements concerning the Agreement or file copies of the Agreement after providing the other party with an opportunity to comment and reasonable time within which to do so on such statement in draft. Neither Requestor nor Hospital will issue public announcements about this Agreement without prior written approval of the other party. In case of Hospital, such approval shall be obtained from its Office of Public Affairs. The provisions of this paragraph shall survive termination or expiration of this Agreement. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, excluding with respect to conflict of laws. Each Party agrees to submit to the exclusive jurisdiction of the Superior Court for Suffolk County, Massachusetts, and the United States District Court for the District of Massachusetts with respect to any matter of federal law arising in any way out of this Agreement or the subject matter hereof.

[Remainder of page intentionally left blank.] 3

Please indicate your accept after signed by you. Agreed and Accepted:	nce of the terms of this letter by returning to Ho	ospital this letter
Signature	Date	
Partners HealthCare	eement together with the payment to:	
ATTN: Petal Ellis		

399 Revolution Drive, Suite 955

Somerville, MA 02145