

WISPI-IV User License and Order Form

This License Agreement is entered into on the effective date shown below between Dr. Marjorie H. Klein (Licensor) and the undersigned (User).

Licensor holds or controls all rights in the Wisconsin Personality Disorders Inventory (WISPI-IV). WISPI-IV consists of a self-report inventory of personality disorders, software for administering the inventory, for entering data and scoring the inventory, and user materials, all as described on Licensor's web site at <http://www.psychiatry.wisc.edu/Faculty/FacultyPages/Klein.htm>. User wishes to use WISPI-IV under the terms that follow.

By signing below, the parties agree as follows:

1. License Fee; Grant of License. In consideration of the payment by User to Licensor of a one-time license fee of \$25.00, and upon acceptance of this Agreement by Licensor, Licensor grants User and User's Colleagues (as defined below) the nonexclusive, nontransferable right to use WISPI-IV during the term of this Agreement for nonprofit research and educational purposes, and for patient care if User has completed the User Clinical Qualifications section below. User may make copies of the disk containing the software and make copies of the inventory and user materials for the purpose of providing copies to User's Colleagues, or User may make the same available on a computer network with password or similar protection sufficient to limit access to WISPI-IV to User's Colleagues. User also may make 2 copies of the software solely for archival purposes. User's Colleagues, in the case of a Research Project, includes the Principal Investigator and Co-Investigators and their staff on User's Research Project identified on the signature lines to this Agreement. User's Colleagues, in the case of a Clinic, includes the providers within User's Clinic identified on the signature lines to this Agreement.

2. Limitations on Use. User may not modify, change, or otherwise create derivative works of the WISPI-IV inventory, user materials, or software, or any other portion of WISPI-IV without Licensor's express written consent. User may not make copies of, resell or otherwise transfer User's license rights in WISPI-IV to any other person for any purpose except as expressly permitted in Section 1 above. User may not use WISPI-IV for any purposes other than those purposes described in Section 1 above.

3. Term. This Agreement, and the rights granted to User in this Agreement, begin on the effective date shown below, and end on the termination date set forth in a written notice of termination sent by Licensor to User. The termination notice must be sent to User at least 6 months prior to the termination date. In no event may this License Agreement end prior the first anniversary of the effective date. The termination notice is effective when deposited in the U.S. Mail to User at User's address shown below, with postage prepaid. Licensor may terminate this Agreement immediately upon written notice to User in the event User has breached the terms of this Agreement.

4. WISPI-IV Provided As Is; No Support or Maintenance. Licensor provides WISPI-IV as is, without warranty of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or conformity with other diagnostic tests or research tools that may be used by User from time to time. WISPI-IV is provided to User without product support or maintenance. Licensor has no obligation under this License Agreement to provide consultation on the use of the WISPI-IV inventory or software.

5. **User Representations Related to Research Uses.** If WISPI-IV is used for research purposes, User represents that User, and User's Colleagues if User provides access to WISPI-IV to User's Colleagues, are qualified researchers, and that the research protocols that include WISPI-IV will receive proper review and approval by the appropriate Institutional Review Board.

6. **User Representations Related to Clinical Uses.** If WISPI-IV is to be used for clinical purposes, User represents that User, and User's Colleagues if User provides access to WISPI-IV to User's Colleagues, are clinicians qualified to use WISPI-IV for patient care and have, or will have at the time of clinical use, at least the Clinical Qualifications described in the section below entitled User Clinical Qualifications, and have or will have adequate malpractice coverage to protect them in connection with their uses of WISPI-IV. User agrees that all data from clinical uses of WISPI-IV will be protected as required by HIPAA, state law, and professional and ethical standards. User will comply with all applicable ethical and professional standards in using WISPI-IV, and will ensure that all of User's Colleagues who use WISPI-IV pursuant to this Agreement will also be in compliance with all applicable ethical and professional standards in using the WISPI-IV. WISPI-IV provided under this Agreement may not be used for clinical purposes unless the User Clinical Qualifications section of this Agreement is completed.

7. **User's Indemnification.** User understands and agrees that Licensor, and her co-authors of WISPI-IV, and the writers of the WISPI-IV software and related materials, will under no circumstances be liable for any damages of any kind, actual or consequential or otherwise, arising from the uses of WISPI-IV by User and User's Colleagues and students. User agrees to indemnify, hold harmless and defend Licensor, and her WISPI-IV co-authors and writers, against any and all claims, suits, losses, damages, costs, fees and expenses (including attorneys' fees) resulting from or arising out of any uses of the WISPI-IV licensed to User under this Agreement.

User understands and agrees to all of the above terms and conditions. Graduate students and other professionals in training must have their advisor / supervisor cosign this agreement.

USER'S NAME _____ TITLE _____

USER'S INSTITUTION _____

NAME OF USER'S RESEARCH PROJECT _____

NAME OF USER'S CLINIC _____

NAME OF DIRECTOR OF USER'S CLINIC _____

NUMBER OF PROVIDERS IN USER'S CLINIC _____

ADDRESS _____

TELEPHONE _____ EMAIL _____

USER'S SIGNATURE _____ DATE _____

SIGNATURE OF ADVISOR OR SUPERVISOR (if User is a student or professional in training)

ADVISOR'S NAME _____

TITLE AND INSTITUTION _____

ADDRESS _____

TELEPHONE _____ EMAIL _____

ADVISOR'S SIGNATURE _____ DATE _____

This section must be completed if WISPI-IV is to be used for clinical purposes.

USER CLINICAL QUALIFICATIONS

Section I. To be completed by the person responsible for test interpretation

NAME _____

TITLE _____

ORGANIZATION NAME _____

ORGANIZATION ADDRESS _____

CITY _____ STATE _____ ZIP _____ CODE _____

TELEPHONE _____ EMAIL _____

CERTIFICATION AND LICENSING

On the line below, insert State, Certificate/license title and number, and Expiration Date:

Profession for which the license is issued (e.g., psychologist, psychiatrist, social worker):

Training in the practice of Psychotherapy: Highest Year; College/University; Major Field; Degree:

I certify that I will administer and interpret the clinical WISPI report in accordance with the "Ethical Principles of Psychologists" (Copies available from the American Psychological Association, 1200 Seventeenth Street, N.W., Washington, D.C., 20036). I also certify that I will use the WISPI-IV report collaboratively with patients with the goal of enhancing their psychotherapy. I understand that the WISPI-IV is not an objective instrument appropriate for making administrative or legal decisions.

SIGNATURE _____ DATE _____

Section II (To be completed by an authorized representative of the organization, who can be the same person as above.)

I certify that this institution or clinic has and will continue to have internal quality control procedures that will insure that professional staff meet the ethical standards specified by the American Psychological Association, and that they meet the standards for service providers consistent with our State law.

INSTITUTION or CLINIC _____

SIGNATURE _____

TITLE _____ DATE _____

Accepted and Agreed to by Licensor this _____ day of _____, 20____ (The Effective Date of this Agreement.).

Dr. Marjorie H. Klein, Licensor

Dr. Marjorie H. Klein
Wisconsin Psychiatric Institute and Clinics
6001 Research Park Boulevard
Madison, WI 53719-1176
Email: mhklein@wisc.edu

To Order WISPI-IV

If you wish to order WISPI-IV, please complete all applicable sections of the WISPI-IV User License, and sign and return it to Dr. Klein at the above address, together with your payment of \$25.00 (US), made payable to Dr. Marjorie H. Klein.

Please indicate which versions you want (no additional charge for both):

English only _____ Spanish/English _____ Both _____

If Dr. Klein accepts your agreement, she will sign and insert the effective date above, and return her signed copy of the Agreement to you, together with a complete copy of WISPI-IV, including a disc containing the software, unless you have requested that she send the software to you by email and she agrees to do so.

Dr. Klein will send these materials to you at the address you have provided on page 2. If you wish to receive WISPI-IV at an alternative address, please insert the alternative address here: