

Conditional Use Agreement

I hereby agree that the permission granted to me by the Breckenridge Institute® to obtain and use the [TOOL NAME] is subject to the following conditions which I accept and agree to:

1. I will utilize the [TOOL NAME] for research purposes only and not for profit or commercial gain.
2. The [TOOL NAME] and all derivatives thereof, is and shall remain the exclusive property of the Breckenridge Institute®. The Breckenridge Institute® shall own the data collected and all rights, title, and interest, including without limitation, the copyright and use of the [TOOL NAME].
3. I will not modify or create derivative works of the [TOOL NAME] or permit others to do so. I understand that I am not permitted to reproduce the [TOOL NAME] for inclusion in my thesis or research publications.
4. I will provide the Breckenridge Institute® with a copy of any research findings arising out of my use of the [TOOL NAME] and will cite the Breckenridge Institute® in any publications that relate to my use of the [TOOL NAME]. The Breckenridge Institute® will be entitled to refer to and use the data results from the study described here in its own work and will site the researchers and findings in any publications that relate to its use of the [TOOL NAME].
5. The Breckenridge Institute® will have no obligation to provide me with additional data analysis services for my use of the [TOOL NAME] other than the ones provided in the tool's basic report.
6. My rights under this agreement are non-transferable and non-exclusive and will be limited to a period of two (2) years from the date this agreement is signed.
7. The Breckenridge Institute® may immediately terminate this agreement by given written notice to me in the event I breach any of the terms and conditions agreed to here.
8. This agreement will be construed in accordance with the laws of Colorado.
9. Failure of the Breckenridge Institute® to enforce any provisions of this agreement will not be deemed a waiver of such provision or any subsequent violation of the agreement on my part.
10. This is the entire agreement with the Breckenridge Institute® pertaining to my receipt and use of the [TOOL NAME], and only a written amendment signed by an authorized agent of the Breckenridge Institute® can modify this agreement.

I agree to these provisions:

Signature

Print Name

Date