

**JOINT COMMISSION RESOURCES
LIMITED LICENSE AGREEMENT FOR TRANSLATION OF MANUAL**

Agreement made this 27th day of Month, Year, ("Effective Date") between **Joint Commission Resources, Inc.**, 1515 West 22nd Street, Suite 1300W, Oak Brook, Illinois 60523, (hereinafter called the "Proprietor") AND International Institute for Human Resource Empowerment (IIHRE), Publisher's Address (hereinafter called the "Publisher"), whereby it is mutually agreed as follows:

1. For the term and subject to the provisions of this Agreement the Proprietor grants to the Publisher the exclusive rights to print and publish

TITLE: Joint Commission International Accreditation Standards for Hospitals, 3rd Edition

ISBN: 978-1-59940-141-6

(hereinafter called the "Work") in printed book form in the Farsi language as herein provided.

2. The Proprietor represents that it has the power and authority to grant the said rights herein granted and that it is authorized to receive all considerations provided for in this Agreement.

3. The Proprietor expressly reserves all rights excepting book publication rights of the Work in the Farsi language in a translation from the original English version as approved by the Proprietor. All rights now existing or which hereafter come into existence and which are not specifically mentioned in this Agreement are hereby reserved to the Proprietor. It is expressly understood and agreed that electronic rights (including but not limited to CD-ROM, online and all other electronic media, whether now known or hereafter devised), are reserved by the Proprietor, and that all rights under the original copyright other than the rights licensed herewith remain the property of the Proprietor, its successors, and assigns.

4. The Publisher does not have the right to transfer, grant, sell or assign any translation or licensing rights to any individual or organization for the translation of the Work that is published under the terms of this Agreement, i.e. the rights herein granted shall not be transferred or assigned by the Publisher without the written consent of the Proprietor.

5. The rights granted in the Agreement apply only to the edition of the Work herein considered. As used herein, the Work only refers to the rights herein specified and does not include any electronic files or a specific format that is currently not available and may come into existence in the near future.

6. The Publisher agrees to publish the translation of said Work at its own expense within 24 months of the date of this Agreement, and shall promptly notify the Proprietor in writing 6 months from the date of this Agreement the approximate date of publication of

the Work. Failure to publish within the stipulated period shall constitute a breach of this Agreement and be grounds for termination of the rights herein granted to the Publisher.

7. The translation of said Work will be made by competent translators who have experience and credibility in the field of hospital standards, quality and accreditation. No change may be made in the Work including, without limitation, the text and the title of the Work without first obtaining the Proprietor's written consent. All proposals for such changes must be submitted to the Proprietor in English for written approval.

8. The Publisher agrees that the translation of the Work shall be made faithfully, accurately and professionally, and no abbreviations or alterations shall be made in the text thereof without the written consent of the Proprietor.

9. The Publisher agrees that it will submit to the Proprietor the translated Work for verification and approval before the Publisher can print or publish the translation of the Work.

10. The Publisher shall not print or publish the translation of the Work until it has received the Proprietor's approval in writing to go forward with printing after its verification and approval process has been successfully completed. If revisions are to be made to the translation of the Work at the request of the Proprietor, the Publisher will do so completely and accurately before printing the Work. If necessary and requested by the Proprietor, the Publisher will re-submit the translation of the Work to the Proprietor for another verification and approval.

11. The Publisher agrees that the form and appearance of the front and back covers of the translation of the Work shall follow the form and appearance of the Work in English. The front and back covers of the translation of the Work must include the logo and name of Joint Commission International.

12. Before printing or publishing the translation of the Work, the Publisher shall submit to the Proprietor the proofs of front and back cover art for the translation of the Work, as well as a copy of the title page and the reverse of the title page for approval. The Publisher shall not print or publish the translation of the Work until it has received the Proprietor's approval in writing to go forward with printing.

13. The Publisher shall include on the title page of the translation of the Work a notice stating that the translation of the Work is the official translation of the Work in English and that the copyright of the Work is held by Joint Commission International. The wording of such notice in English should follow the example below, the title of the Work and the copyright year being the only variables:

Official translation of the original work in English titled:
Joint Commission International Accreditation Standards for Hospitals, 3rd Edition
©2007 by Joint Commission International

14. The Publisher agrees that the copyright of the translation of the Work will be held by Joint Commission International. The Publisher shall copyright the translation of said Work in accordance with the requirements of the Universal Copyright Convention and the Berne Convention, and shall notify the Proprietor of any infringement of said translation copyright that comes to Publisher's attention. The Proprietor shall have the right, but not the obligation, to take all steps necessary, either in its own name or in the name of the Publisher, to enforce and protect said rights.

The Publisher shall include a translation copyright notice on the reverse of the title page following the format below, with the copyright year being the only variables:

(Title of the Work in [Farsi])

©2007 by Joint Commission International. This work is protected under the copyright protection provisions of the Berne Convention and the Universal Copyright Convention.

No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form by any means, electronic, mechanical, photocopying, recording, scanning or otherwise, without the express prior written permission of the copyright holder. Requests for permission should be addressed to the Permissions Department, Joint Commission Resources, Inc., One Renaissance Boulevard, Oakbrook Terrace, IL 60181, USA.

The Publisher also agrees to include the following notice on the reverse of the title page:

The basis for any Joint Commission International accreditation evaluation of an organization are the official standards in English published by Joint Commission International.

15. Before printing or publishing the translation of the Work, the Publisher shall submit to the Proprietor their proposed list price stated in local currency. The Publisher shall not print or publish the translation of the Work until it has received the Proprietor's approval in writing to go forward with printing. After publication of the translation of the Work, any price changes must be reported to the Proprietor thirty 30 days in advance of the change date.

16. The Publisher shall also notify the Proprietor in writing when the translation of the Work has been published, providing the date of publication and the exact number of copies printed. The Publisher shall provide the Proprietor with 30 complimentary copies of the hard copy translation and the right to purchase additional copies at 50% discount from retail price. The Publisher also agrees to provide to the Proprietor on an annual basis by December 31 an account of all sales and distribution of said translation. The Publisher shall pay JCR an advance of \$3,000. The Publisher can sell the print version on its own or affiliated website(s).

17. Publisher shall obtain Proprietor's prior written approval for use of the JCI trademarked logo on materials advertising or promoting the Work. In addition, copies of

all promotional and advertising materials featuring the Work shall be promptly provided to Proprietor.

18. All written communications and notices should be sent to the attention of Catherine C. Hinckley, Executive Director, Publications, Joint Commission Resources, Inc., One Renaissance Boulevard, Oakbrook Terrace, Illinois 60181 U.S.A., or emailed to chinckley@jcrinc.com.

19. In consideration for the grant of the foregoing book publishing rights, the Publisher shall provide to the Proprietor an electronic copy of the translation of the Work in PDF file format, suitable for transmission over and downloading from the Internet, for which electronic version the Publisher hereby grants to the Proprietor an irrevocable, exclusive license to sell and distribute same electronically, without further consideration to the Publisher. This license to the Proprietor for the electronic version shall remain in effect until such time as the Proprietor issues a subsequent edition of the Work.

20. This Agreement shall not become binding upon the parties hereto unless a properly executed copy thereof is in the Proprietor's hand within sixty (60) days of the date of the Effective Date set forth above.

21. The Publisher hereby absolves the Proprietor, its employees, and agents from any liability arising from the Publisher's publication of the Work, and agrees to indemnify them and to hold each of them harmless from and against any and all losses, claims, liabilities, and expenses, including reasonable attorneys' fees, arising out of or based upon such publication.

22. The Publisher hereby agrees to furnish the Proprietor with thirty (30) copies of the said book upon publication and these shall be sent upon publication to the attention of Catherine C. Hinckley, Executive Director, Publications, Joint Commission Resources, Inc., One Renaissance Boulevard, Oakbrook Terrace, IL 60181, U.S.A.

23. The Publisher shall promptly notify the Proprietor when its stock of the Work falls below one hundred (100) copies, requesting of the Proprietor that a reprint will be made, or notifying that the Work will be allowed to go out of print.

24. The parties recognize that a timely publication of the Work is crucial to the Work's purpose of the improvement of health care quality and patient safety and, therefore, that time is of the essence with respect to the time lines and deadlines contained in this Agreement.

25. a. This Agreement shall commence on the Effective Date set forth above and remain in effect for so long as the Work is not supplemented by a later edition. Notwithstanding the foregoing, this Agreement also may be terminated as follows:

b. Proprietor may terminate this Agreement on the occurrence of any of the following events:

- i. Any material breach or default by Publisher which has not been cured within thirty (30) days of written notice given to Publisher by Proprietor.
- ii. If Publisher allows the Work to go out of print.
- iii. If Publisher ceases to do business or becomes insolvent.
- iv. If Publisher attempts to assign or transfer its rights and responsibilities under this Agreement without the prior written approval of Proprietor.

c. Upon termination of this Agreement all rights given to Publisher herein shall revert to Proprietor. Publisher shall cease all printing and distribution of the Work and, at the direction of Proprietor, either return all on-hand inventory to Proprietor at Proprietor's expense or destroy same and provide evidence of such destruction to Proprietor.

26. The parties agree that regardless of where signed or where performance related to this Agreement occurs that this Agreement is entered into in the State of Illinois, and governed by the laws of the State of Illinois and the United States without regard to its conflict of laws provisions, and they submit to the personal jurisdiction of an appropriate Federal or State Court located in Illinois for any and all court proceedings related to this Agreement. It is understood and agreed, however, any and all disputes or controversies arising under or from this Agreement shall be resolved through arbitration in Chicago, Illinois pursuant to the rules of the American Arbitration Association and, provided further, that prior to commencing an arbitration proceeding a party must offer to participate in a formal but non-binding mediation proceeding, conducted by a neutral third party in Chicago, Illinois to attempt to amicably resolve differences.

27. No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

28. This Agreement contains the entire Agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations, and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises, or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants, or conditions, expressed or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall waiver constitute a continuing waiver.

29. Neither this Agreement nor any of the rights or obligations hereunder shall be sold, transferred or assigned by the Publisher without the written consent of the Proprietor first obtained, and any sale, transfer or assignment without such written consent shall be void and confer no rights upon any third party. Subject to the foregoing, this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

30. No remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy and each and every remedy hereunder or now or hereafter existing at law or inequity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

31. All parties to this Agreement shall have the right at all times to enforce the provisions contained in the Agreement, and in all other agreements and documents required or provided for herein, in strict accordance with the terms thereof, notwithstanding any custom or practice in the area or any conduct or continuing conduct on the part of any party hereto to the contrary unless expressly agreed to in writing. The failure of any party hereto, at any time or from time to time, to enforce its rights under any provision herein, strictly in accordance with the same, shall not be construed as varying the term thereof, in any way or manner, contrary to specific provisions of the Agreement or be construed as modifying or waiving such provisions.

32. All notices and other communications shall be made to the parties at the respective addresses as set forth in this Agreement, or at such addresses as either party may supply.

FOR: International Institute for Human Resource Empowerment FOR: Joint Commission Resources

BY: _____

BY: _____

NAME: Mohammad Hasan Emami

NAME: Catherine C. Hinckley, PhD

POSITION: President

POSITION: Executive Director,

Publications

DATED: 27.May.2009

DATED: 27.May.2009

به دلیل شرایط اجتماعی، سیاسی کشور از تاریخ ۱۶ تیر ماه ۱۳۸۸ (۷ جولای ۲۰۰۹) این قرارداد مسکوت مانده و ادامه نیافته است.

بنیاد توانمندسازی منابع انسانی ایران