

INTERNATIONAL JUSTICE MISSION IJM.org

PO Box 58147 Washington, DC 20037 703.465.5495

Thank you for your interest in utilizing the Assessment of Survivor Outcomes (ASO) tool. The ASO tool is a valid and reliable assessment for measuring survivor outcomes and progress of survivors of violence and exploitation toward restoration. International Justice Mission (IJM) defines restoration to be when a survivor is able to function in society with low vulnerability to revictimization. The assessment serves two key functions: (1) a case management tool to identify areas of survivor strengths and vulnerabilities, enabling a tailored plan of service provision; and (2) an impact measurement tool to provide data on the effectiveness of aftercare programming by assessing survivor progress.

We are pleased to share this tool without a fee, as we believe that the ASO is a critical assessment for measuring survivor outcomes and progress toward restoration. However, for the ASO tool to be effective, it is essential that it be used correctly. **IJM requires that a user agreement be signed and adhered to in order to use the ASO tool.** The agreement is intended to ensure all organizations using the ASO tool agree to properly implement the tool, with the goal of helping survivors of violence heal.

If you have any questions about the ASO tool or if you would like to use the tool, please contact Global Aftercare [aftercare@ijm.org].

## **User Agreement (Mandatory)**

This User Agreement (the "Agreement"), effective as of \_\_\_\_\_\_ ("Effective Date"), is between International Justice Mission, a 501(c)(3) tax-exempt, nonprofit organization whose mission is to protect the poor from violence in the developing world, with a principal place of business at PO Box 58147; Washington, DC 20037-8147 ("IJM") and \_\_\_\_\_\_, with a principal place of business at ("Authorized User").

By signing this Agreement, IJM and Authorized User agree to the following:

- IJM grants Authorized User a revocable, limited right to use the ASO tool, validation study, guidance manual, training, and other related IJM resources ("ASO Resources") for the limited purpose of measuring survivor outcomes and progress toward restoration. Authorized User may make copies of the ASO Resources for its own use, but not for any other purpose. The preceding limited usage rights are the only rights granted to Authorized User under this Agreement. Authorized User agrees these usage rights are not exclusively granted to Authorized User, and that IJM in its sole discretion retains the right to grant similar or additional usage rights to others.
- Nothing in this Agreement gives Authorized User any ownership, redistribution, sale, transfer, or sublicense rights in the ASO Resources. Authorized User agrees that the ASO Resources are, and at all times shall remain, the sole property of IJM, and that Authorized User will not sublicense, sell, redistribute, or otherwise transfer either the ASO Resources or its limited usage rights granted under this Agreement.
- The Agreement does not mean that IJM endorses or promotes any of Authorized User's products or services, and the Agreement does not create any agency, partnership, or joint venture between Authorized User and IJM.
- Authorized User will not modify the ASO Resources, and will not permit anyone else to modify the ASO Resources, without first obtaining written permission from IJM's Global Director of Aftercare [aftercare@ijm.org]. Authorized User will not create new works based in whole or in part on the ASO Resources.
- IJM may update the ASO Resources from time to time. IJM will keep Authorized User informed about updates. Authorized User must ensure that it only uses the most updated available version of the ASO Resources.
- Authorized User will ensure that all individuals within its organization utilizing the ASO Resources complete IJM ASO training prior to using the ASO Resources, and complete refresher trainings provided by IJM.
- When communicating about the ASO Resources, Authorized User will cite IJM as the source of the ASO Resources.
- Authorized User will submit to IJM for advanced written approval samples of materials in which any IJM intellectual property will appear. IJM will review submissions promptly, and will not unreasonably withhold its consent. However, no response from IJM is to be considered disapproval of the submission.
- Authorized User will promptly bring to IJM's attention any instances where it believes the ASO Resources have been used by anyone in a manner inconsistent with this Agreement.
- This Agreement is effective once signed by both IJM and Authorized User. It will remain in place unless IJM or Authorized User terminates it in writing.
- IJM has the right to terminate this Agreement if Authorized User is using the ASO Resources in an inappropriate manner or a manner inconsistent with the ASO guidance manual, including in a way that fails to meet IJM's guidelines and quality standards with respect to IJM intellectual property. Upon termination of the Agreement, Authorized User will immediately stop using the ASO Resources.
- Authorized User understands that under this Agreement, IJM may share with it confidential information about the ASO Resources, IJM's business and/or related subjects. Authorized User agrees to keep that information confidential and not share it with any third party, except as required by law or permitted by IJM in writing. Authorized User may only disclose the confidential information to its employees, directors, consultants, or advisors provided they first agree to follow this Agreement.

- Authorized User shall defend, indemnify, and hold harmless IJM from and against any and all
  actions that arise out of or result from (i) any breach by Authorized User of this Agreement or (ii)
  Authorized User's use of the ASO Resources.
- This Agreement shall be construed and governed by the laws of the state of Virginia, without regard to conflicts of laws principles.
- This Agreement represents the entire agreement between IJM and Authorized User. It may only be changed in writing, by agreement of both parties.

All notices related to this Agreement should be delivered to:

If to International Justice Mission:	If to <name authorized="" of="" user="">:</name>
PO Box 58147	Address
Washington, DC 20037-8147	Address
Email: aftercare@ijm.org	Email:
Fax:	Fax:
Attn: Global Director of Aftercare	Attn: Name/Title

In WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the dates indicated below.

## INTERNATIONAL JUSTICE MISSION

[AUTHORIZED USER]

[Name, Title]

[Name, Title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Authorized User Information**

Primary Organizational Contact Name (if different from above):

Title (if different from above):

E-mail Address (if different from above):

Phone Number:

Average # of Survivors Served Annually by the Organization:

Countries Where the Organization Anticipates Utilizing the ASO Tool:

## **Consent for Communication**

 $\Box$  IJM can communicate publicly that Authorized User utilizes the ASO.

 $\Box$  IJM can include Authorized User's logo when communicating what organizations utilize the ASO.