FEEDBACK LICENSE

**This Feedback License** is dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016, and made by and between [Name/address of State Agency or Department] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”) and [Name and address of Feedback Provider] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Feedback Provider”).

# RECITALS:

(A)Owner is developing certain technology (the "Technology")[[1]](#footnote-1) for use by the agency or department, and

(B)Owner welcomes input, suggestions, and other feedback ("Feedback")[[2]](#footnote-2) regarding the Technology.

# NOW IT IS AGREED AS FOLLOWS:

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4. **No Use Requirement:**  Feedback Provider also acknowledges that [NAME OF STATE AGENCY OR DEPARTMENT] is not required to incorporate the Feedback into any version of the Technology or otherwise implement it.
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10. **Indemnification:** Feedback Provider agree to indemnify, defend and save harmless the [NAME OF STATE AGENCY OR DEPARTMENT], its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys’ fees), and losses arising in any way as a result of a violation of this Feedback License or acts or omissions of Feedback Provider or any of its affiliates, agents, subcontractors, employees, or representatives. Such defense and payment will be conditional upon the following:
11. [NAME OF STATE AGENCY OR DEPARTMENT] will notify Feedback Provider of any such claim in writing and tender the defense thereof within a reasonable time; and
12. Feedback Provider will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys’ fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
13. **Assignment:** This Feedback License shall not be assignable by the Feedback Provider in whole or in part without the written consent of [NAME OF STATE AGENCY OR DEPARTMENT]. In the event [NAME OF STATE AGENCY OR DEPARTMENT] approves an assignment in writing, the Feedback Provider shall remain jointly and severally liable for the obligations set forth in this Feedback License.
14. **No Liability or Warranties**: Feedback Provider understands that, except as may otherwise be expressly agreed in writing, [NAME OF STATE AGENCY OR DEPARTMENT] does not make any representation or warranty as to the accuracy or completeness of any information disclosed or obtained pursuant to this Feedback License.
15. **Waiver of Rights:** Any action or inaction by [NAME OF STATE AGENCY OR DEPARTMENT] or the failure of [NAME OF STATE AGENCY OR DEPARTMENT] on any occasion, to enforce any right or provision of this Feedback License shall not be construed to be a waiver by [NAME OF STATE AGENCY OR DEPARTMENT] of its rights hereunder and shall not prevent [NAME OF STATE AGENCY OR DEPARTMENT] from enforcing such provision or right on any future occasion. The rights and remedies of [NAME OF STATE AGENCY OR DEPARTMENT] hereunder are cumulative and are in addition to any other rights or remedies that [NAME OF STATE AGENCY OR DEPARTMENT] may have in law or equity.
16. Modification by Subsequent Agreement: This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.
17. Entire Agreement: This Agreement contains the entire agreement of the parties.  No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
18. **Severability:**  The parties hereto agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
19. **Applicable Law:** This Feedback License shall be governed by and will be construed in accordance with the laws of the State of California, and venue for any action to enforce the terms of this Feedback License shall be in Sacramento County, California.

Feedback Provider \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State Agency or Department\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Technology is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [↑](#footnote-ref-1)
2. Feedback consists of any written or electronic input of any type provided to [NAME OF STATE AGENCY OR DEPARTMENT] that is proposed for inclusion in the Technology. All such Feedback must be made under the terms of this Feedback License. [↑](#footnote-ref-2)