

## LICENSE AGREEMENT

### 1. Parties

**The Finnish Institute of Occupational Health**, FIOH, public corporation from Finland, Topeliuksenkatu 41 AA, 0220266-9 Helsinki (designated below as the Licensor)

and

School of Public Health, Tehran University of Medical Sciences, P.O. BOX: 6446 Tehran 14155, I.R. Iran (designated below as the Licensee),

### 2. Background

The Work Ability Index (WAI) is an instrument used in clinical occupational health and research to assess work ability during health examinations and workplace surveys. It was developed in FIOH (Tuomi et al 1997, 1998). The index is determined on the basis of the answers to a series of questions which take into consideration the demands of work, the worker's health status and resources.

Therefore the Parties have agreed as follows:

### 3. Scope of the Agreement

The Parties hereby agree on license rights of the Work Ability Index Questionnaire (WAI) by Finnish Institute of Occupational Health (Reference: Tuomi et al, 1997,1998) "Original TKI" (referred as Object).

### 4. Grant of License

The Licensee has the right to translate the Object into Persian language and publish it. The translation should be made by "back translation method" from the latest English version of WAI approved by FIOH. The back translation should be sent to FIOH for approval. The printed version may be distributed to students and researchers in Iran, for scientific research, non-commercial purposes only.

### 5. Limitations

The Licensee does not have the right to utilize the Object outside the scope of its own activities. The Licensee has no right to assign this Agreement nor any of the rights granted to a third party without prior written consent of the Licensor. The Licensee has no right to amend or make changes to the contents of the original WAI items.

### 6. Ownership of Copyright

The copyright for the Object is held by the Licensor. The Licensor shall be mentioned as a copyright holder of the Original TKI<sup>®</sup>. The Licensor has right to utilise the translated object in its own activities. The Licensee shall be mentioned as a translator.

## 7. Liability

The Licensee assumes any and all responsibility and liabilities without limitations for any use of the Electronic Version or the Original TKI and for the information security of the individual WAI-data collection and protection.

## 8. Term of the Agreement

This agreement shall become effective on the date it has been executed by the authorised representatives of both Parties and shall continue to be in force for the time being.

## 9. Termination

The Licensor has the right to terminate the agreement with immediate effect by written notice if the Licensee does not comply with the terms of the Agreement.

Both Parties shall be entitled to terminate this Agreement at any time by six months written notice to the other Party.

## 10. Reporting

The Licensee shall send the Licensor the final translated WAI in an electronic document (MS Word document format or equivalent), e-mail: [jorma.seitsamo@ttl.fi](mailto:jorma.seitsamo@ttl.fi)

## 11. Notices

Any notice under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of sending by telefax, (ii) on the 5th calendar day from the date of mailing, first class and postage prepaid, to the following address or telefax number, as relevant:

Licensor  
Contact person: Jorma Seitsamo  
Tel:+358304741  
Fax:+358304742651  
E-mail:[jorma.seitsamo@ttl.fi](mailto:jorma.seitsamo@ttl.fi)  
Address: FIOH  
Topeliuksenkatu 41 AA  
FI-00250 Helsinki Finland

Licensee  
Contact person: MAZLOUMI Adel  
Tel: +98-912-699-4414  
Fax: +98-21-8895-1390  
E-mail: [amazlomi@tums.ac.ir](mailto:amazlomi@tums.ac.ir)  
Address: P.O. BOX: 6446 Tehran 14155, I.R. Iran  
Department of Occupational Health, School of Public  
Health, Tehran University of Medical Sciences

All the notices under this Agreement shall be also submitted to the above e-mail address of the receiving Party.

## 12. Governing Law and Dispute resolution

The Agreement shall be construed according to and governed by the laws of Finland as if fully performed in Finland.

The Parties agree to use all reasonable endeavours to try to amicably settle any disputes arising in relation to the implementation of the Agreement. Failing to reach an amicable settlement, the disputes arising in connection with this Agreement shall be submitted to the district court of Helsinki, Finland.

### SIGNATURES

This agreement has been signed and executed in two identical copies, one for each party of the Agreement.

Licensor

Helsinki 28.01. 2011



Päivi Husman, Director  
Thematic Area for Work participation and Sustainable Careers  
Finnish Institute of Occupational Health

Licensee

Tehran 2010



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Department of Occupational Health  
School of Public Health  
Tehran University of Medical Sciences

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Alireza MEDAGHINIA Ph.D., Professor, Dean of Faculty  
School of Public Health  
Tehran University of Medical Sciences

Representing the Licensee

