

## The Rushton Moral Resilience Scale-16™

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## The Rushton Moral Resilience Scale-16™

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## The Rushton Moral Resilience Scale-16™

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#### **5. Limitation of Liability.**

IN NO EVENT SHALL JHU BE LIABLE TO USER OR ANY THIRD-PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE SCALE EVEN IF JHU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR

## The Rushton Moral Resilience Scale-16™

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### **6. Term; Termination.**

The rights and licenses granted herein shall begin upon User's acceptance of this Agreement by clicking "I Agree" below and shall continue for an initial term of five (5) years or until terminated as provided below. This Agreement will terminate automatically without notice from JHU if User fails to comply with or breaches any term(s) and condition(s) of this Agreement. Upon termination of this Agreement, User shall cease all use of the Scale and destroy all copies, full or partial, of the Scale. JHU reserves the right to modify, suspend, discontinue or disable access to the Scale (or any part or content thereof), and may impose limits on the use of or access to certain features or portions of the Scale, at any time with or without notice to User, and JHU will not be liable to User or to any third-party should it exercise such rights.

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## The Rushton Moral Resilience Scale-16™

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User agrees not to adapt, alter, amend, abridge, modify, condense, make derivative works, or translate the Rushton Moral Resilience Scale-16 without prior written permission from the Provider. In cases where permission is granted, User will be expected to evaluate the impact of approved modifications. User will also be expected to provide the verified translation of the Rushton Moral Resilience Scale-16 to the Provider for public use.

### **8. Agreement**

This Agreement constitutes the entire agreement between User and JHU regarding the subject matter hereof and supersedes all previous oral or written communications, proposals, agreements and representations, if any, relating to the subject matter hereof. JHU reserves the right to modify this Agreement and to impose new or additional terms or conditions on the access, viewing and use of the Scale at any time and in its sole discretion. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. The continued use of the Scale by or on behalf of User will be deemed acceptance thereof. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, will not act as a bar to subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. The provisions of this Agreement will be considered severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability will be effective if it materially changes the agreement contained herein. Neither this Agreement nor any rights or obligations of User hereunder may be assigned or delegated by User in whole or in part without the prior written approval of JHU. Any assignment or delegation in derogation of the foregoing shall be null and void.

The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning and interpretation of this Agreement. All terms and conditions that by their nature should survive the termination or expiration of this Agreement, including, without limitation,

## The Rushton Moral Resilience Scale-16™

Sections 3, 4, 5 and 6 hereof, will survive. User hereby agrees that User will not use or otherwise export the Scale in violation or prohibition of United States and any other applicable laws, statutes and regulations.

### **9. Governing Law and Jurisdiction; Waiver of Trial by Jury.**

The validity, construction and enforcement of this Agreement, and the use of the Scale, will be determined in accordance with the laws of the State of Maryland, without reference to conflicts of laws principles. User and JHU hereby irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the courts of the State of Maryland for any proceeding arising in connection with this Agreement and each such party agrees not to commence any such proceeding except in such courts, and (ii) waives any objection to the laying of venue of any such proceeding in the courts of the State of Maryland. EACH OF JHU AND USER, KNOWINGLY, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

BY ACCESSING, VIEWING AND/OR USING THE SCALE, USER ACKNOWLEDGES THAT USER HAS READ AND UNDERSTANDS THIS AGREEMENT IN ITS ENTIRETY, AND HEREBY ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.