

**Research License Agreement Between Erasmus University
and Self-Management Resource Center
for Chronic Disease Self-Management Programs**

This Agreement between SELF-MANAGEMENT RESOURCE CENTER ("SMRC"), a company having powers under the laws of the State of California, and Erasmus University Medical Center Rotterdam ("Research Licensee"), an entity having a principal place of business at Wytemaweg 80, 3015 CN Rotterdam, the Netherlands, is effective 18th September 2019("Effective Date"). SMRC and Erasmus University Medical Center Rotterdam, the Parties collectively, agree as follows:

BACKGROUND:

SMRC has training programs for Leaders and Trainers for self-management of chronic conditions ("Programs") originally developed over 30 years of research. The Programs include methodologies, strategies, and structure for successful self-management that has been validated and shown efficacy. The "Chronic Disease Self-Management Programs," were invented in the laboratory of Dr. Kate Lorig of Stanford University. Stanford University has assigned all right title and interest to the Programs to the Self-Management Resource Center.

Research Licensee desires to use the Programs to perform research and/or create a derivative in a research project that develops and studies the effects of a self-management program for patients with advanced cancer and their family caregivers. The detailed research plan for the Research Project and scope of distribution of the derivative is described in the attached Appendix A ("Research Project").

DEFINITIONS:

1. "Program" means SMRC's copyrighted content (Please **circle** Program you would like to use for your Research Project from the list below):
 - (A) "Building Better Caregivers,"
 - (B) "Cancer: Thriving and Surviving (CTS),"
 - (C) "Chronic Disease Self-Management Program (CDSMP),"
 - (D) "Tomando Control de Su Salud (Spanish CDSMP)"
 - (E) "Positive Self-Management Program (HIV),"
 - (F) "Chronic Pain Self-Management Program (CDSMP),"
 - (G) "Programa de Manejo Personal de la Diabetes (Spanish DSMP),"
 - (H) "Diabetes Self-Management Workshop (DSMP),"

2. "Research Project" means a detailed description of the research proposed by Research Licensee described in the attached Appendix A.

3. "Research Project Derivative" means any changes, derivatives adaptations or works based on or created from Program including, but not limited to, any accompanying manuals, materials or images.

TERMS:

1. Subject to the terms and conditions of this Agreement, SMRC grants Research Licensee
 - a. the permission to do research with the Program as described in Research Project;
 - b. the right to create a derivative with the understanding that SMRC owns all rights, title and interest in any and all Research Project Derivatives of the Program created by Research Licensee under the Research Project;
 - c. the right to publish any findings, reproduce and distribute the Research Project Derivative to the patient population described in Research Project; and
 - d. the right to distribute, copy, reproduce Research Project Derivative for the sole purpose of implementing the research consistent with the Research Project.(Initial: _____)
2. As part of the research described in the Research Project, Research Licensee may create a Research Project Derivative. SMRC and Research Licensee will meet and discuss in good faith plans for distribution, royalty sharing and any other publication or dissemination of such Research Project Derivative beyond the scope of the Research Project.
 - a. Research Licensee may distribute the Research Project Derivative in Dutch only at the conclusion of the Research Project in The Netherlands. If Research Licensee would like to distribute the Research Project Derivative in Dutch beyond The Netherlands, Research Licensee will submit to SMRC a detailed proposal outlining the scope of such distribution the accompanying licenses and terms and conditions and any other relevant details related to the dissemination for consideration to SMRC.
 - b. SMRC will receive a copy of all manuals, and materials related to the Research Project Derivative in English and Dutch. (MS Word files)
3. Research Licensee will cause its employees and contractors to execute an assignment to SMRC to the extent necessary. Research Licensee will deliver a copy of the Research Project Derivative to SMRC (preferably MS Word files). (Initial: _____)
4. Research Licensee will contact SMRC if the Research Project changes in any way from the detailed project description described in Appendix A and may only use the Program and Research Project Derivative as outlined in this agreement.
5. Research Licensee agrees to make written reports yearly on the anniversary of the Effective Date of this Agreement to SMRC detailing Research Licensee's progress and dissemination of the Research Project. Specifically, Research Licensee will report:
 - a. Stage of development.

- b. The number of workshops given, the dates of the workshops, the number of attendees for each workshop, and identify the leaders of each workshop.
 - c. If Research Licensee has trained any Leaders, Research Licensee will also submit the number by leader trainings they have held, the dates of the trainings, the numbers of leaders trained in each workshop, how many of the trained leaders are active (facilitating workshops) and the names of organizations represented in the training.
6. Research Licensee agrees to mark the Research Project Derivative acknowledging SMRC's copyrights.
 7. The term of this permission will be for the period 01-09-2019 [DATE] through 01-09-2026[DATE].
 8. SMRC may terminate this Agreement immediately upon written notice to Research Licensee in the event Research Licensee or any Research Licensee personnel uses, discloses or reproduces the Program materials in any manner not permitted by this Agreement or goes outside of the scope of Research Project. SMRC may also terminate this Agreement if Research Licensee is in breach of any clause.
 9. Research Licensee will use the Program at its own risk, and SMRC does not represent that the Program is accurate or up-to-date. SMRC will have no liability to Research Licensee or to any third party as a result of its use of the Program, and Research Licensee will indemnify and hold SMRC harmless from any claims related to Research Licensee's use of the Program.
 10. The parties to this document agree that a copy of a digital or original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

SIGNED (Research Licensee):

I represent that I am authorized to sign this Agreement and agree to the terms above.

Signature

Printed Name

Title

Date