



License Agreement Between Licensee and the Self-Management Resource Center for Internal Use by NonProfit Organizations & Public Agencies

This Agreement between **THE SELF-MANAGEMENT RESOURCE CENTER ("SMRC")**, a California company having powers under the laws of the State of California, and **XYZ Community Health Outreach ("Licensee")**, a public agency or nonprofit organization having a principal place of business at **123 Main Street, AnyCity, MyState 0000, United States of America**, is effective on **3rd day of January, 2023 ("Effective Date")**.

SMRC has evidence-based Programs for people with chronic conditions, cancer survivors, and caregivers. In addition, SMRC has training programs for Leaders and Trainers. The Programs developed at Stanford University span over 35 years of research and include methodologies, strategies, and structure for successful self-management that has been validated and shown efficacy.

SMRC grants permission to **Licensee** to use the Programs internally. **Licensee** must ensure that Program Leaders have received training for the specific Program(s) selected and adhere to the fidelity standards. The Parties agree as follows:

1. **SMRC** grants **Licensee** permission to use the Programs listed below ("**Programs**") under the terms and conditions described in this Agreement:
 - A. Chronic Disease Self-Management Program (CDSMP)*
 - B. Tomando Control de su Salud (Sp CDSMP)
 - C. Diabetes Self-Management Program (DSMP)
 - D. Manejo Personal de la Diabetes (Sp DSMP)
 - E. Chronic Pain Self-Management Program (CPSMP)
 - F. Cancer: Thriving and Surviving (CTS)
 - G. Building Better Caregivers (BBC)
 - H. Positive Self-Management Program (PSMP-HIV)

2. **Licensee** agrees to use the Programs for its internal educational and research purposes. Internal educational purposes are limited to:
 - a. Workshops given by **Licensee's** employees and volunteers. Volunteer is defined as an individual who is not compensated, or compensated to cover expenses, by any organization for the time to give, administer or facilitate the Programs.
 - i. In person Workshops. Traditionally Workshops have been given in person and may still be delivered that way at the discretion of the organization and local guidance.
 - ii. Virtual Video Workshops via Online Platforms. **Licensee** may deliver Workshops using real time online platforms such as Zoom ("Virtual Workshops"). SMRC has developed resources to facilitate this, please see the SMRC website for resources. **Licensee** may only give Workshops within the Territory specified in Article 4 below.

 - b. Leader Trainings given by **Licensee's** employees and volunteers. Volunteer is defined as an individual who is not compensated by any organization for the time to give, administer or facilitate the Programs. If **Licensee** trains Leaders outside of **Licensee's** organization, **Licensee** must verify that the third party trainee(s) organization has a

valid **License**. If the trainee(s) organization does not have a valid license they must first obtain a license from SMRC. **Licensee** may only give Leader Trainings within the Territory specified in Article 4 below.

- c. Master Trainings are not a part of this Agreement. All Master Trainers must be trained through SMRC. Training dates are displayed on SMRC website's Training Calendar.

Licensee may not use the Programs except as expressly described in this Agreement. SMRC retains all rights not expressly granted under this Agreement.

3. **Term.** This Agreement will be effective from 3rd day of January, 2023 through 3rd day of January, 2026.
4. **Territory.** **Licensee** may only offer Workshops and Leader Trainings in Springfield County in the state of California ("Territory"). The Territory may not be outside **Licensee's** catchment area, the town or city which **Licensee** serves. If an organization, participant or Leader outside of your catchment area or defined Territory contacts **Licensee** for Virtual Workshops or Virtual Leader Training, please contact licensing@selfmanagementresource.com prior to providing any service to that party.
5. **Yearly Reports.** **Licensee** agrees to submit yearly reports on the anniversary of this Agreement to SMRC detailing **Licensee's** dissemination of the Programs. **Licensee** must submit reports by completing the online form on the SMRC Member portal. **Licensee** will report the number of Workshops and Trainings given:
- Specifically, **Licensee** will report the number of Workshops given for each Program by delivery mode, the number of attendees who attended at least one session and the number who completed 4 or more sessions. Virtual Workshops via Zoom or any other online platform count as a Workshop. For Mailed Toolkits combined with weekly telephone contact, two cohorts of 3-6 participants count as 1 Workshop.
 - If **Licensee** has trained any Leaders, **Licensee** will submit the number of Leader Trainings, Update Trainings, and Cross-Trainings for each Program by delivery mode, and the number of Leaders trained by delivery mode.
 - Licensee** will submit the number of active (facilitating Workshops or Trainings) Leaders and Master Trainers operating under the License by Program and delivery mode.
- Lack of compliance with timely annual reporting constitutes breach of this Agreement. Annual reports that are more than 60 days late will be assessed a fee of \$100 USD.
6. **Fees.** In consideration of the permission granted above, **Licensee** agrees to pay a license fee of \$550 USD no later than 30 days from the Effective Date of this Agreement.
- Late payments will be subject to a monthly late fee after 60 days past the due date up to a maximum of \$300.
 - If payment is not received within 6 months of the Effective Date, the license will be considered terminated. **Licensee** will cease all use of SMRC content.
 - Licensee** agrees to bear the entire cost of any registrations, services, or other costs necessary to comply with any of Licensees required procurement process. **Licensee** must notify SMRC of any special procurement requirements prior to entering into this Agreement.
 - Any such special procurement fees will be invoiced in addition to the fees due under this Agreement in addition to an overhead fee based on the time necessary to collect the fees due under this Agreement.
 - All wires should reference the Invoice number and will be assessed a wire fee.
7. **Workshops & Trainings.** **Licensee** may give up to 20 combined Workshops and 2 Leader Trainings during the term of this Agreement. If **Licensee** has given in excess of 20 Workshops and/or 2 Leader Trainings, **Licensee** must contact SMRC at licensing@selfmanagementresource.com.
8. **Materials Marking & Reproduction of Materials.** **Licensee** can only reproduce and distribute the Programs for the sole purpose of administering the Programs for internal educational purposes. All training materials and manuals that are produced must include the following notice on the inside cover: "© Self-Management Resource Center, 1980 – 2023. All rights reserved. All or portions of this material include copyrighted materials belonging to Self-Management Resource Center. To obtain a license please contact the Self-Management Resource Center at licensing@selfmanagementresource.com"

All Program materials must display the following subtitle "An SMRC Evidence-Based Self-Management Program originally developed at Stanford University" and the SMRC logo. Any other use of the Programs in whole or part is prohibited. A reproduction of this Agreement must be inserted into all manuals at the place indicated in the manual.

9. **Advertising & Marking.** All advertising materials including but not limited to flyers, emails and any websites used to describe the Programs or their dissemination must include the SMRC logo and subtitle to reflect that the program or content being offered is/are the SMRC Programs. It must be clear that the Programs that are being delivered are owned by SMRC. For example, if the Program title has been modified, the SMRC Subtitle and SMRC logo must also be included and displayed. For example:
 - a. When describing all the SMRC Programs offered: "Self-Management Programs include programs for general Chronic Conditions, Pain, Diabetes, Cancer, HIV, and Caregivers are Self-Management Resource Center Programs." with the SMRC logo appropriately placed on the same page.
 - b. When describing a single Program "**Licensee's** program name" a Self-Management Resource Center Program" with the SMRC logo appropriately placed on the same page.
10. **Licensee** may not create derivatives of the Programs without the express written permission of SMRC. **Licensee** may not otherwise commercially exploit the Programs or any material derived from or based upon the Programs. **Licensee** will allow SMRC or its designee to examine **Licensee's** records to verify payments made by **Licensee** under this Agreement.
11. **Licensee** agrees not to create any programs or content based on the Programs, including but not limited to anything that uses the same table of contents, methodologies, strategies or structure or might otherwise be confused with the Programs. **Licensee** agrees that it will not advertise any program or content in such a way that it may be confused with Programs. **Licensee** agrees to contact SMRC prior to any reproduction or distribution of the Programs or any material derived or adapted from the Programs outside the scope of this Agreement or any use not specifically granted in this Agreement.
12. If **Licensee** wants to collaborate with another organization to offer training, Program materials, or any other use of the Programs, **Licensee** should contact SMRC to ensure that the intended use is permitted and the organization has a current license Agreement with SMRC.
13. When working with any other organization, **Licensee** will use these questions to help determine if the other organization needs a license:
 - a. Was the Training for the Leaders of this Workshop supplied by the **Licensee**?
 - b. Are the Master Trainers (trainers of Leaders)-or Leaders Employees or Volunteers of the **Licensee**?
 - c. Is **Licensee's** name and/or logo on all advertising and materials?
 - d. Are the names of all participants sent to **Licensee**?
 - e. Is **Licensee** responsible for quality control and liability for this Workshop?If **Licensee** has answered "No" to any of these questions, the organization needs to obtain a license to the Programs. To obtain a license contact the Self-Management Resource Center at PO Box 219, Aptos CA 95001 USA, Email: licensing@selfmanagementresource.com, Ph: (650) 242-8040 ext 406, <https://selfmanagementresource.com>
14. The permission granted in this License Agreement extends only to the current version of the Programs available as of the Effective Date of this Agreement and not to any subsequent versions of the Programs.
15. **Licensee** agrees that any prior license agreements or permissions to use, distribute, reproduce and perform any portions of the Programs or any previous versions of the Programs are hereby terminated and superseded in their entirety by this Agreement. Both parties agree that no further rights survive from such superseded license Agreements or permissions. The terms of this Agreement supersede the terms of any other Agreement or purchase order.

16. **Termination.** SMRC may terminate this Agreement if **Licensee** is in breach of any provision in this Agreement.
- This Agreement will be considered terminated without further notice if **Licensee** fails to remit the payment due under Section 6 of this Agreement within 6 months of the Effective Date of this Agreement. **Licensee** will cease all use of SMRC Programs.
 - In the event **Licensee** or any **Licensee** personnel uses, discloses or reproduces the Program materials in any manner not permitted by this Agreement, SMRC may terminate this Agreement immediately upon written notice to **Licensee**.
17. SMRC may also terminate this Agreement if **Licensee** fails to submit reports in a timely manner or fails to adhere to fidelity standards as outlined in the *SMRC Implementation and Fidelity Manual* available on the SMRC website: <https://selfmanagementresource.com/resources/>
18. **Licensee** will use the Programs at its own risk, and SMRC does not represent that the Programs are accurate or up-to-date. SMRC will have no liability to **Licensee** or to any third party as a result of its use of the Programs, and **Licensee** will indemnify and hold SMRC harmless from any claims related to **Licensee's** use of the Programs.
19. To facilitate referrals from individuals looking for organizations providing Workshops, **Licensee** agrees that SMRC may publish the name of **XYZ Community Health Outreach** and the organization's contact information, state and that **Licensee** has a license to the Programs on the SMRC website, the Evidence-Based Leadership Collaborative (EBLC) website and related materials. **XYZ Community Health Outreach** will not be used in a promotional manner.

LICENSEE

I certify that my organization is a not-for-profit organization or a public agency and agree to the terms and conditions above.

By: Name: Title: Date:	License ID# XXXXX
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