



**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, LLC ("SMRC"), a limited liability company having powers under the laws of the State of California, and **[NAME OF ORGANIZATION]** ("Licensee"), a public agency or nonprofit organization having a principal place of business at [STREET ADDRESS, CITY, STATE AND ZIP OF ORGANIZATION] is effective on [DAY]<sup>th</sup> day of [MONTH], [YEAR] ("**Effective Date**").

**Background:**

SMRC has evidence based Programs for people with chronic conditions, cancer survivors, and caregivers. In addition, SMRC has training programs for Leaders and Trainers. for. 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: [LIST OF ALL PROGRAMS COVERED IN LICENSE:]
  - A. Building Better Caregivers (BBC),
  - B. Cancer: Thriving and Surviving (CTS),
  - C. Chronic Disease Self-Management Program (CDSMP)\*,
  - D. Chronic Pain Self-Management Program (CPSMP),
  - E. Diabetes Self-Management Program (DSMP).
  - F. Manejo Personal de la Diabetes (SP DSMP),
  - G. Positive Self-Management Program (HIV), and
  - H. Tomando Control de su Salud (SP CDSMP).

\* includes Workplace CDSMP (wCDSMP)
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.
  - 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.

- c. Master trainings are not a part of this Agreement. SMRC must be contacted before the offering of any Master Trainings at least three months in advance. For information on offsite Master Training fees, training fees page on the SMRC website [www.selfmanagementresource.com/training.com](http://www.selfmanagementresource.com/training.com)

**Licensee** may not use the Programs except as expressly described in this Agreement.

3. This Agreement will be effective from [DATE] through [DATE +3 YEARS].
4. **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 at <https://www.selfmanagementresource.com/submit-reports.com>. **Licensee** will report the number of Workshops given:
- Specifically, **Licensee** will report the number of workshops given for each Program, the start date of each workshop, the number of attendees for each workshop and the number of attendees who completed 4 or more workshop sessions.
  - If **Licensee** has trained any Leaders, **Licensee** will submit the number of Leader trainings for each Program, the start date of each training, the number of Leaders trained in each training and how many of the trained Leaders are active (facilitating workshops).
5. In consideration of the permission granted above, **Licensee** agrees to pay a license fee of \$[AMOUNT] USD. **Licensee** may give up to [NUMBER OF] combined workshops and [NUMBER OF] Leader trainings during the term of this Agreement. If **Licensee** has given in excess of [NUMBER] workshops and/or [NUMBER] Leader trainings, **Licensee** must contact SMRC at [licensing@selfmanagementresource.com](mailto:licensing@selfmanagementresource.com).
6. **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, LLC, 1980 - 2017. 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." 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.
7. **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.
8. **Licensee** agrees to contact SMRC for permission to reproduce or distribute the Programs or any material derived or adapted from the Programs for any use not specifically granted in this Agreement.
9. 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.
10. When working with any other organization, **Licensee** will use these questions to help determine if the other organization needs a license:
- Was the training for the Leaders of this workshop supplied by the **Licensee**?
  - Are the Master Trainers (trainers of Leaders), T-Trainers (trainers of Master Trainers) or Leaders, Employees or Volunteers of the **Licensee**?

- c. Is your organization's name and/or logo on all advertising and materials?
- d. Are the names of all participants sent to your organization?
- e. Is your organization 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 711 Colorado Avenue, Palo Alto CA 94303 USA, Email: [licensing@selfmanagementresource.com](mailto:licensing@selfmanagementresource.com), Ph: (650) 242-8040 ext 406, [www.selfmanagementresource.com](http://www.selfmanagementresource.com)

- 11. 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.
- 12. **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.
- 13. SMRC may terminate this Agreement immediately upon written notice to **Licensee** 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 also terminate this Agreement if **Licensee** is in breach of any clause, fails to submit reports or fails to adhere to fidelity standards as outlined in the SMRC Fidelity Manual available on the SMRC website <https://www.selfmanagementresource.com/resources/>
- 14. **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.
- 15. **Licensee** agrees that SMRC may publish the name of **Licensee** and the organization's contact information, state and that **Licensee** has a license to the Programs on the SMRC website, the Evidence-Based Leadership Council (EBLC) website and related materials.

**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:

License ID#:
--------------

\_\_\_\_\_

Date: