

## LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into on \_\_\_\_\_, ("Effective Date") between the Board of Trustees of the University of Illinois, a body corporate and politic of the state of Illinois ("University"), acting through its Office of Technology Management, 1853 Polk Street, Suite 446, Chicago, Illinois, 60612, and \_\_\_\_\_, a \_\_\_\_\_ corporation organized and existing under the laws of the state of \_\_\_\_\_, and having a principal place of business at \_\_\_\_\_ ("Licensee") (collectively, University and Licensee shall be "the Parties").

WHEREAS, University is the owner of the entire right, title and interest in the copyrighted work entitled "Diabetes Empowerment Education Program" ("DEEP"), a training program for diabetes education that includes materials for diabetes educators as well as patients, and desires to have the content of DEEP distributed for public use and benefit; and

WHEREAS, University is the owner of the entire right, title and interest in the trademark and service mark rights related to the name DEEP, when used in connection with the DEEP training program;

WHEREAS, Licensee is in the business of providing health care quality evaluation and improvement services and desires to use DEEP to educate patients on the self-management of diabetes (the "Purpose"); and

WHEREAS, Licensee has employees or contractors who University has certified in the use of DEEP for the Purpose, and each such Senior Trainer (as defined below) may train other employees or contractors such that those employees trained by Senior Trainers are Lead Trainers (as defined below) who may in turn train Peer Educators (as defined below) to effectuate the Purpose; and

WHEREAS, Licensee wishes to acquire a copy of DEEP so that it may oversee the use of DEEP for the Purpose;

NOW THEREFORE, and for valuable consideration, the Parties hereby agree as follows:

1. The following terms shall be defined as follows:

"Senior Trainer" shall mean an individual who is an employee or contractor of Licensee trained for the Purpose by University personnel with responsibility for the DEEP program; Senior Trainers are authorized to train Lead Trainers and Peer Educators for the Purpose.

"Lead Trainer" shall mean an individual who is an employee or contractor of Licensee trained for the purpose by a Senior Trainer; Lead Trainers are authorized to train Peer Educators for the Purpose.

“Peer Educator” shall mean an individual who is a community healthcare worker and an employee or volunteer of Licensee and who is trained for the Purpose by a Senior Trainer or Lead Trainer; Peer Educators are only authorized to work with patients for the Purpose and may not train other Peer Educators, Lead Trainers or Senior Trainers.

2. University grants to Licensee permission to make as many copies of the DEEP Lead Trainer materials as needed to train Lead Trainers to achieve the Purpose in the State of \_\_\_\_\_, provided in either electronic or hardcopy form, and to distribute such materials and copies to the specific Senior Trainers identified in Appendix A for the training of Lead Trainers and Peer Educators. University also grants to Licensee permission for each Senior Trainer to make as many copies of the DEEP materials as reasonably needed to achieve the Purpose, provided in either electronic or hardcopy form, and to distribute such materials and copies to the Lead Trainers or Peer Educators whom the Senior Trainers train for use with patients in the self-management of diabetes (“the Program”). Each Lead Trainer or Peer Educator may make copies as needed for their own, internal, non-commercial, educational and research purposes related to DEEP and the training of patients. University also grants to Licensee and to the Senior Trainers permission to use the DEEP trademark and service mark rights in connection with the Program, and to promote the Program to the public. For the purposes of this Agreement, educational and research purposes is limited to training given to patients.
3. Licensee and the Senior Trainers identified in Appendix A hereby agree that each copy of the DEEP materials shall contain the following attribution: DEEP was developed at the University of Illinois-Chicago by the Midwest Latino Health Research, Training and Policy Center. Organization hereby agrees that each copy of the DEEP materials shall also include the following copyright notice: “©The Board of Trustees of the University of Illinois 2012-[insert year of most recent updates if needed]. All rights reserved. Permission to use these materials may be obtained from the University of Illinois.”
4. Licensee and the Senior Trainers identified in Appendix A may not use the DEEP materials except as expressly authorized herein.
5. University hereby reserves to itself all rights not expressly granted herein, including, but not limited to the right to create Derivative Works of the DEEP materials. For the purposes of this Agreement, the term “Derivative Works” shall be coextensive with the definition of that term under United States Copyright Law, 17 USC § 101.

6. Licensee, Senior Trainers, Lead Trainers and Peer Educators may not commercially exploit the DEEP materials, or any material derived from or based upon the DEEP materials.
7. No rights to any future versions of the DEEP materials are transferred under this Agreement, and no such rights to future versions may be implied under this Agreement.
8. The DEEP materials are transferred "AS IS," and University expressly disclaims any and all warranties in the DEEP materials. UNIVERSITY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, RELATING TO PERFORMANCE, MARKETABILITY, TITLE OR OTHERWISE IN ANY RESPECT RELATED TO THE DEEP MATERIALS. UNIVERSITY FURTHER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE NON-INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR ANY OTHER RIGHTS OF THIRD PARTIES IN CONNECTION WITH THE DEEP MATERIALS. LICENSEE, THE ORGANIZATIONS AND THEIR SPECIFIC PERSONNEL IDENTIFIED IN APPENDIX A, ASSUME THE ENTIRE RISK AND RESPONSIBILITY FOR THE SAFETY, EFFICACY, PERFORMANCE, DESIGN, MARKETABILITY, TITLE AND QUALITY OF ALL PRODUCTS AND SERVICES.
9. Licensee and the Senior Trainers identified in Exhibit A hereby assume all liability related to its use of the DEEP materials, and hereby indemnify and hold harmless the University and its affiliates, including its trustees, directors, officers, faculty, staff, students, employees, consultants and agents from and against all loss, damage, cost and expense, including reasonable attorneys' fees which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from Licensee's or Senior Trainers' use of the DEEP materials by Licensee, its employees or volunteers, or the Peer Educators who are trained by the Senior Trainers identified in Appendix A or by any Lead Trainer, or the Peer Educators who work with patients in the community, or due to or arising in any manner from any statements, acts or omissions, whether sounding in tort, contract, or other legal theory. Licensee hereby agrees that it shall obtain the written agreement of each Lead Trainer and Peer Educator to be bound under the terms of this agreement.
10. The term of this Agreement shall be five years from the Effective Date. Licensee and the Senior Trainers identified in Appendix A hereby agree that it shall cease using all DEEP

materials, and the DEEP trademark and service mark, after the term of this Agreement expires.

11. Licensee agrees to make written reports yearly on or before November 30 of each calendar year during the Term to the Office of Technology Management detailing the number of Lead Trainers and Peer Educators trained using DEEP.
12. Prior to any distribution or use of the DEEP Materials, Licensee shall obtain the written agreement of each Senior Trainer that the Senior Trainer is bound by the terms of this Agreement (including Section 6).
13. In consideration of the permission granted above, Licensee shall pay a total of six hundred U.S. Dollars (\$600) within thirty (30) days from the execution of this agreement. This payment shall be payable to "Board of Trustees of The University of Illinois" and sent to the following address:

Office of Technology Management  
University of Illinois at Chicago (MC 682)  
1853 West Polk Street, Suite 446  
Chicago, IL 60612-7335  
Phone 312-996-7018 Fax 312-996-1995

14. This writing constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect thereto. Except as provided in Section 14, this Agreement may not be amended, supplemented or modified, except by an instrument in writing signed by both parties.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed the same agreement. A fax or other copy of this Agreement shall be treated as an original for all purposes.
16. This Agreement shall be governed by the laws of the State of Illinois, excluding its choice of law provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first written above.

THE BOARD OF TRUSTEES OF THE UNIVERSITY  
OF ILLINOIS:

By: \_\_\_\_\_  
Avijit Ghosh, Interim Comptroller      DATE

\_\_\_\_\_  
Signature of Comptroller Delegate      DATE

\_\_\_\_\_  
Printed Name and Title of Comptroller Delegate

LICENSEE:

By: \_\_\_\_\_  
Signature of Licensee      DATE

\_\_\_\_\_  
Printed Name and Title of Licensee

## Appendix A

The following personnel are permitted to receive a version of the Senior Trainer copyrighted materials if they have attended the training session in \_\_\_\_\_ on \_\_\_\_\_. Each individual signing this Appendix A acknowledges that he/she has received the copyrighted DEEP Master Trainer materials, and that they have read, understand and agree to be bound by the terms of the License Agreement:

<u>Name</u>	<u>Signature</u>
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