

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, IL 60612, and _____, a _____ corporation organized and existing under the laws of the state of _____, and having a principle 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 self-management education that includes materials for diabetes educators as well as patients, and desires to have the content of DEEP™ distributed for public use and benefits; and

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

WHEREAS, Licensee is in the business of providing-health education services and desires to use DEEP™ to education patients on 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 Master Trainer (as defined below) and 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 Master Trainer” shall mean an individual who is an employee or contractor of Licensee trained for the Purpose by University personnel with the responsibility for the DEEP™ program; Senior Master Trainers are authorized to train Senior Trainers, Lead Trainers, and Peer Educators for the Purpose.

“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 and 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 participants for the Purpose and may not train other Peer Educators, Lead Trainers or Senior Trainers.

2. University grants to Licensee permission to make copies of the DEEP™ materials as need 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 Trained Personnel identified in Appendix A. University also grants to Licensee permission for each Senior Master Trainer, 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 Master Trainers and 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 participants.
3. Licensee and Senior Master Trainer and 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. Licensee 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 Trained Personnel identified in Appendix A may not use the DEEP™ materials except as expressly authorized herein. Trained Personnel shall mean Senior Master Trainers, Senior Trainers, Lead Trainers and Peer Educators.
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 and Trained Personnel 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 Trained Personnel identified in Attachment 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 Trained Personnel use of the DEEP™ materials by Licensee, its employees or volunteers, or the Educators who are trained by Senior Master Trainers or 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 (5) years from the Effective Date. Licensee and Trained Personnel 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. Reports should be emailed to DEEP-info@uic.edu.
12. Prior to any distribution or use of the DEEP™ materials, Licensee shall obtain the written agreement of each Trained Personnel that they are 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:
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 AND thirty-two U.S. Dollars per workshop within thirty (30) days of the submission of the annual report. 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)

