

**Internal Use License Agreement Between
Licensee and Stanford University
for Stanford Self-Management Programs-Multiple Program for Internal Use License**

This Agreement between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY ("Stanford"), an institution of higher education having powers under the laws of the State of California, and _____ ("Licensee"), an entity having a principal place of business at _____, is effective on the ____ day of _____, 20____ ("Effective Date").

Background:

Stanford has an assignment of copyrighted content developed in the laboratory of Dr. Kate Lorig encompassing over 20 years of research for the training of program leaders and of trainers in the area of self-management of chronic conditions. Content includes methodologies, strategies, and structure for successful chronic disease management that has been validated and shown efficacy. Stanford wants to have the content reproduced and distributed for public use and benefit.

The Parties agree as follows:

1. Stanford University grants (**Licensee**) permission to use (Please **circle** Programs you would like to license from the list below) under the following terms and conditions:
 - (A) Stanford Docket #S02-117 "Chronic Disease Self-Management Program;"and,
 - (B) Stanford Docket #S05-238 "Tomando Control de Su Salud, Spanish Chronic Disease Self Management Program (Spanish CDSMP);"and,
 - (C) Stanford Docket #S05-286 "Curso de Manejo Personal de la Artritis (Spanish Arthritis Self-Management Programs);"and,
 - (D) Stanford Docket #S05-287 "Positive Self-Management Program" a workshop for people with HIV; and,
 - (E) Stanford Docket #S06-294 "Pain Self-Management Program" developed in conjunction with Dr. Sandra LeForte; and,
 - (F) Stanford Docket #S06-436 "Programa de Manejo Personal de la Diabetes" a Spanish Diabetes Self-Management workshop; and,
 - (G) Stanford Docket #S09-131 "Small Group Diabetes Self-Management Workshop;" and,
 - (H) Stanford Docket #S09-132 "Small Group Arthritis Self-Management Workshop;" and,
 - (I) Stanford Docket #S14-062 "Cancer Thriving and Surviving small group"
2. **Licensee** agrees to use the Program(s) for its internal educational and research purposes. Internal educational purposes are limited to:
 - a. Workshops given by **Licensee's** employees and volunteers within **Licensee's** own organization. Volunteer is defined as an individual who is not compensated by any organization for the time to give, administer or facilitate the Program(s).

- b. Leader's training given by **Licensee's** employees and volunteers. If **Licensee** trains leaders outside of **Licensee's** organization, **Licensee** must contact the Stanford Office of Technology Licensing to obtain a Third Party Training License.
- c. For Master Training information, please go to:
<http://patienteducation.stanford.edu/licensing/>

Licensee may not use the Program(s) except as expressly described in this Agreement.

3. The term of this permission will be for three years from the Effective Date of the Agreement.
4. **Licensee** agrees to make written reports yearly on the anniversary of the Effective Date of this Agreement to Stanford detailing **Licensee's** dissemination of the Programs. Specifically **Licensee** will report:
 - a. The number of workshops given by Program(s), the dates of the workshops, the number of attendees for each workshop, and identify the leaders of each workshop.
 - b. If **Licensee** has trained any Leaders, **Licensee** will also submit the number of leader trainings they have held by Program(s), the dates of the trainings, the numbers of leaders trained in each workshop, how many of the trained leaders are active (teaching workshops) and the names of organizations represented in the training.
5. In consideration of the permission granted above, **Licensee** agrees to pay \$1,500 for up to 100 workshops and 6 trainings during the term of this Agreement. If Licensee exceeds this number of workshops or trainings, **Licensee** must contact the Stanford Office of Technology Licensing.
6. **Licensee** can only reproduce and distribute the Program for the sole purpose of administering the Program for internal educational purposes. All training materials and manuals that are produced must include the following notice on the inside cover: "©Stanford University 1980 - 2012. All rights reserved. All or portions of this material include copyrighted materials belonging to Stanford University. To obtain a license please contact the Stanford Patient Education Research Center." All Program materials must display the following subtitle "An Evidence-Based Self-Management Stanford Workshop developed at Stanford University." Any other use of the Program(s) in whole or part is prohibited.
7. **Licensee** may not create derivatives of the Program(s) without the express written permission of Stanford. **Licensee** may not otherwise commercially exploit the Program(s) or any material derived from or based upon the Program(s).
8. **Licensee** agrees to contact Stanford for permission to reproduce or distribute the Program(s) or any material derived or adapted from the Program(s) 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 Program(s), **Licensee** should contact Stanford to ensure that the intended use is permitted and the organization has been licensed.

10. When working with any other organizations, **Licensee** will use these questions to help determine if the other organizations need a license:
 - a. Was the training for the leaders of this workshop supplied by the **Licensee**?
 - b. Is (are) the T-Trainer, Master Trainer 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 other organization needs to obtain a license to this Program. To obtain a license contact Stanford University, Stanford Patient Education Research Center at 1000 Welch Road, Suite 204, Palo Alto CA 94304, Phone: (650) 723-7935, <http://patienteducation.stanford.edu>.

11. The permission granted in this License Agreement extends only to the current version of the Program(s) available as of the Effective Date of this Agreement and not to any subsequent versions of the Program(s).
12. **Licensee** agrees that any prior License Agreements or Permissions to use, distribute, reproduce and perform any portions of the Program(s) or any previous versions of the Program(s) are hereby terminated and superseded in the entirety by this Agreement. Both parties agree that no further rights or obligations survive from such superseded Agreements or Permissions.
13. Stanford 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. Stanford may also terminate this Agreement if **Licensee** is in breach of any clause or fails to submit reports.
14. **Licensee** will use the Program(s) at its own risk, and Stanford does not represent that the Program(s) is accurate or up-to-date. Stanford will have no liability to **Licensee** or to any third party as a result of its use of the Program and **Licensee** will indemnify and hold Stanford harmless from any claims related to **Licensee**'s use of the Program(s).
15. **Licensee** agrees that Stanford may publish the name of **Licensee** and state that **Licensee** has a license to Programs on the Stanford website and related materials.
16. The parties to this document agree that a copy of the 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.
17. The terms of this Agreement supersede the terms of any other agreement and represent the complete understanding of both parties.

18. **All Notices.** All notices under this Agreement should reference case number S02-117 and are deemed fully given when written, addressed, and sent as follows:

All general notices to **Licensee** are mailed or emailed to:

Name: _____

Address: _____

Email: _____

Procurement address for invoices:

Name: _____

Address: _____

Email: _____

To expedite delivery of invoice, please provide e-mail address for Stanford to send a PDF.

E-mail address for Program Delivery:

All annual report invoices to **Licensee** (i.e., contact) are e-mailed to:

Name: _____

Email: _____

All general notices to Stanford are e-mailed or mailed to:

Office of Technology Licensing

1705 El Camino Real

Palo Alto, CA 94306-1106

info@otlmail.stanford.edu

Case Number S02-117

All payments to Stanford via check are mailed to:

Stanford University

Office of Technology Licensing

Case Number S02-117

Department #44439

P.O. Box 44000

San Francisco, CA 94144-4439

All payments to Stanford via wire transfer or ACH:

Stanford University - OTL
c/o Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94104
Account Number: 4945-159507
Routing Number: 121000248
Swift Number: WFBIUS6S

All progress reports to Stanford are e-mailed or mailed to:

Office of Technology Licensing
1705 El Camino Real
Palo Alto, CA 94306-1106
info@otlmail.stanford.edu
Case Number S02-117

Appendix A modifications are e-mailed or mailed to:

Patient Education Research Center
Stanford University School of Medicine
1000 Welch Road, Suite 204
Palo Alto, CA 94304
self-manage-licensing@stanford.edu

SIGNED:

Licensee

By:

Name:
Title:

Date:

**The Board of Trustees of the Leland Stanford
Junior University**

By:

Name: Katharine Ku
Title: Director, Office of Technology Licensing

Date: