License Agreement Between
Licensee and Self-Management Resource Center
For Self-Management Resource Center Programs
Multiple Program License for Internal Use

This Agreement between THE SELF-MANAGEMENT RESOURCE CENTER, LLC ("SMRP"), a limited liability company having powers under the laws of the State of California, and [NAME OF ORGANIZATION FROM APPLICATION] (Licensee"), an entity having a principal place of business at [STREET ADDRESS OF STATE OF ORGANIZATION FROM APPLICATION] [ZIP OF ORGANIZATION FROM APPLICATION], is effective on [TODAY'S DAY OF THE MONTH]th day of [CURRENT MONTH], [YEAR] ("Effective Date").

Background:
SMRC has training programs for Leaders and Trainers for self-management of chronic conditions ("Programs") developed over 30 years of research. The Programs include methodologies, strategies, and structure for successful self-management that has been validated and shown efficacy. The “Chronic Disease Self-Management Programs,” were invented in the laboratory of Dr. Kate Lorig of Stanford University.
SMRC would like to grant permission to Licensee to use the Programs internally.

The Parties agree as follows:

1. SMRC grants Licensee permission to use the following Programs under the following terms and conditions:
   A. [NAME OF FIRST PROGRAM SELECTED ON APPLICATION, TITLE IN FULL], and
   B. [NAME OF SECOND PROGRAM SELECTED ON APPLICATION, TITLE IN FULL].

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 by any organization for the time to give, administer or facilitate the Programs.
   b. Leader’s training 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 obtain a Third Party Training License from SMRC.
   c. Master trainings are not a part of this agreement. SMRC must be contacted before the offering of any Master Trainings. For information on offsite Master Training fees, training fees page on the SMRC website www.selfmanagementresource.com/training.com

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

3. The term of this permission will be effective [TODAY'S DATE] through [TODAY'S DATE PLUS 3 YEARS].
4. **Licensee** agrees to submit yearly reports on the anniversary of this Agreement to SMRC detailing **Licensee’s** dissemination of the Programs. Submit reports by completing online form at [https://www.selfmanagementresource.com/submit-reports.com](https://www.selfmanagementresource.com/submit-reports.com). **Licensee** will report the number of workshops given:

   a. Specifically **Licensee** will report the number of workshops given by Programs, the start date of each workshop, the number of attendees for each workshop and the number of attendees who completed 4 or more workshops.

   b. If **Licensee** has trained any Leaders, **Licensee** will also submit the number by Program(s) of leader trainings they have held, the start date of each training, the number of leaders trained in each workshop and how many of the trained leaders are active (teaching workshops).

5. In consideration of the permission granted above, **Licensee** agrees to pay a license fee of $ USD. **Licensee** may give up to **100 combined workshops and 6** Leader trainings **during the term of this Agreement**. If **Licensee** has given in excess of **100 workshops, and/or 6** leader trainings, **Licensee** must contact **SMRC, 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 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 “A Self-Management Resource Center Program developed by Dr. Kate Lorig, Virginia González and Diana Laurent.” Any other use of the Program in whole or part is prohibited. A reproduction of this license 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 the SMRC 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. 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 this Program. To obtain a license contact the Self-Management Resource Center at 711 Colorado Avenue, Palo Alto CA 94303 USA, Email: licensing@selfmanagementresource.com, Ph: (650) 242-8040, www.selfmanagementresource.com

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 Programs or any previous versions of the Programs are hereby terminated and superseded in the entirety by this License Agreement. Both parties agree that no further rights or obligations survive from such superseded License Agreements or Permissions. The terms of this License 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 or fails to submit reports.

14. Licensee will use the Programs at its own risk, and SMRC does not represent that the Programs is 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 state that Licensee has a license to Programs on the Stanford website and related materials.

LICENSEE
I agree to and acknowledge the above

________________________________________
By:

Name:
Title:

________________________________________
Date:

License ID#: 