**License Agreement**

This License Agreement (“Agreement”) is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) by and between Care Transformation Collaborative of RI (“**CTC-RI**”) and the undersigned (“**Licensee**”). Licensee will be receiving access to certain proprietary information of CTC-RI (referred to herein and defined below as the **“CTC-RI Information**”).

# Certain Definitions. The following capitalized terms shall have the following meanings:

## “**Access Period**” shall mean the period between the Effective Date and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

## “**Licensee’s Personal Use**” shall have the meaning given in Section 4.1.

## “**Third Party**” shall mean any individual or entity other than Licensee.

## “**Training Module**” shall mean four (4) online self-study modules, made available by CTC-RI that qualify for continuing education credits.

## **“CTC-RI Information”** means the Training Module and other proprietary information and materials owned exclusively by CTC-RI and made available to Licensee during the Access Period.

# Grant of Limited License. CTC-RI hereby grants Licensee a limited non-transferable, non-exclusive license to access CTC-RI Information.

# Term; Effect of Termination. The term of the license granted to Licensee herein shall be limited to the Access Period and shall terminate upon the expiration of the Access Period unless earlier terminated: (a) by Licensee and CTC-RI upon mutual agreement; or (b) by CTC-RI immediately upon written notice to Licensee upon Licensee’s breach of this Agreement. Upon termination or expiration of this Agreement, Licensee shall immediately cease accessing the Training Module and CTC-RI Information and shall promptly return or destroy, as requested by CTC-RI, all CTC-RI Information. The foregoing obligation and Sections 4.2, 4.3 and 5-8 shall survive the termination of this License Agreement.

# Permitted Uses and Restrictions.

## **License**. Subject to the terms and conditions set forth in this Agreement, Licensee shall have the right:

### To access the Training Module; and

### to use the CTC-RI Information solely for Licensee’s Personal Use.

## “**Licensee’s Personal Use**” shall mean use of the CTC-RI Information solely for purposes of Licensee’s training as an integrated behavioral health primary care practice facilitator. The license granted herein is personal to Licensee and does not extend to any Third Party.

## **Additional Restrictions**. Licensee shall not, without prior written authorization from CTC-RI:

### use, copy, display, modify, create derivative works, merge, distribute, or otherwise exploit, the CTC-RI Information; or

### sublicense, sell, publish, assign, rent or lease, transfer, assign or commercialize the CTC-RI Information or any derivative work, or

### alter or remove any CTC-RI copyright notice, trademark, or any other proprietary legend contained in or on the CTC-RI Information; or

### take any action that would result in any Third Party obtaining any ownership of or other intellectual property rights in or to any of the CTC-RI Information.

## **Retained Rights.** All rights and uses of the CTC-RI Information and any derivative works not expressly granted by this Agreement are reserved by CTC-RI. Any uses of the CTC-RI Information or any derivative works thereof beyond those expressly authorized herein require prior written authorization from CTC-RI.

# Intellectual Property Rights and Reservation of Ownership

The CTC-RI Information is owned by CTC-RI and is protected by United States laws and international laws, treaties, and conventions regarding intellectual property and proprietary rights inclusive of trade secrets. CTC-RI retains all right, title, and ownership of the CTC-RI Information licensed under this Agreement, including any such CTC-RI Information embodied in any derivative works. All rights in any CTC-RI Information (including any applicable copyright, patent, or trade secret) not specifically granted herein are expressly reserved to CTC-RI. Any infringement or misappropriation of CTC-RI’s Information shall constitute a breach and result in termination of Licensee’s license to use the CTC-RI Information.

# Disclaimer of All Warranties and Exclusion of All Liability

## **DISCLAIMER OF ALL WARRANTIES. CTC-RI IS PROVIDING LICENSEE THE CTC-RI INFORMATION ON AN “AS IS” BASIS WITHOUT ANY WARRANTY FROM CTC-RI. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CTC-RI DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NON-INFRINGEMENT. CTC-RI DOES NOT WARRANT THAT THE CTC-RI INFORMATION WILL MEET LICENSEE’S NEEDS OR PROVIDE THE RESULTS THAT LICENSEE EXPECTS.**

## **Exclusion of All Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, CTC-RI AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND SUBCONTRACTORS SHALL NOT BE LIABLE TO LICENSEE FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM LICENSEE’S USE OF OR INABILITY TO USE THE CTC-RI INFORMATION OR FOR COMMERCIAL LOSS OF ANY KIND.**

# Indemnification

Licensee shall indemnify, defend and hold harmless CTC-RI and its officers, directors and employees from and against any and all Third Party claims, losses, damages, costs, expenses (including reasonable attorneys’ fees and expenses) or liabilities (collectively, “Claims”) related to or arising from Licensee’s negligence or willful misconduct or breach of this Agreement. Licensee will pay all such Claims incurred by CTC-RI (x) from defending such Claims and (y) resulting from a monetary settlement or a judgment finally awarded against CTC-RI relating to such Claims.

# Miscellaneous

## Licensee may not assign or otherwise transfer any rights or delegate any duties under this Agreement without the express prior written consent of CTC-RI.

## Except as set forth in Section 2, this Agreement shall survive the expiration or termination of the Agreement.

## The terms and conditions set forth herein constitute the entire agreement of the parties with respect to the subject matter hereto and supersede any and all prior agreements and understandings between the parties. This Agreement may only be amended by mutual agreement in writing signed the parties hereto. Neither the course of conduct between CTC-RI and Licensee nor trade practice will act to modify any provision of this Agreement.

## IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the date first written above.

##  CARE TRANSFORMATION COLLABORATIVE OF RI

##  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##  Name:

##  Title:

##  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

P:\DOCS\RICCS\39851\AGREEMENT\29Y813202.DOCX