

University of Montana Licensing Agreement

Working Well with a Disability

This License Agreement ("Agreement") is between the Research and Training Center on Disability in Rural Communities at the University of Montana Rural Institute 32 Campus Drive, Missoula, MT 59812 (collectively referred to as "Licensor"); and this subscribing organization ("Licensee").

The Working Well with a Disability curricula ("Program") was created by the University of Montana Rural Institute researchers and multiple academic and community-based partners to provide people with disabilities some practical ideas for self-management to balance healthy lifestyle in the context of employment. The Rural Institute for Inclusive Communities offers trainings for community-based organizations to become Working Well with a Disability Workshop Facilitators. Workshop Facilitators are qualified to guide participants through the Program.

I. Grant of License

Licensor hereby grants Licensee a non-exclusive license to use the Licensed Materials in the field of physical disabilities only and only in accordance with the terms of this Agreement. Use with other populations must first be authorized and granted written permission by Licensor.

II. Fees and Term

- A. Annual Licensing Fee. This is a no-fee license. The annual licensing fee is **\$0.00 U.S.** Licensor reserves the right to change fees for annual license without notice, however, any changes in fee will not be incurred by Licensee prior to its license expiration date.
- a. The fee includes:
 - i. Recognition as an official Working Well with a Disability Program Provider
 - ii. Permission to have individuals within the licenses organization register for the Working Well with a Disability Facilitator Training.
 - iii. Permission to purchase the program curricula, *Working Well with a Disability*.
 - b. Licensor shall provide training opportunities and sign up for a licensed organization's authorized individual trainees. One training login is assigned to one individual and Licensee is prohibited from sharing login access to unauthorized third parties.
- B. Cost of Ordered Materials.
- a. Licensee may purchase access to the online Working Well with a Disability Facilitator Training course for a fee of \$135.00 U.S. per person. Training includes a copy of the Working Well with a Disability Facilitator Guide. Licensor reserves the right to change fees without notice.
 - b. Licensee may purchase spiral bound hard copy formats of Working Well with a Disability at the rates outlined on the Program website:

<http://livingandworkingwell.ruralinstitute.umt.edu/for-facilitators>. Licensor reserves the right to change fees without notice.

C. Term. This Agreement shall continue in effect for one year.

III. Authorized Use of Licensed Materials

Only persons affiliated with Licensee who have been authorized and completed the *Working Well with a Disability* Facilitator Training may conduct the *Working Well with a Disability* Workshops. For purposes of this Agreement, these individuals are referred to as “Authorized Trainers”.

IV. Stipulations for Use of Licensed Materials

- A. Licensor retains Copyright. Licensee and its Authorized Trainers acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor. Neither Licensee nor its Authorized Trainers shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.
- B. Annual Reporting to Licensor. The Licensee shall provide an annual report to the Licensor at or before the expiration of the agreement regarding the scope of Working Well with a Disability Program implementation. This includes: the number and names of facilitators trained under the organization’s annual license, the number of *Working Well with a Disability* Workshops conducted, the number of participants in each workshop, dates of workshop implementation, and names of facilitator(s) who conducted workshops. Licensee shall report additional topics and/or supplemental information covered during the *Working Well with a Disability* Workshop to Licensor. Annual reporting forms will be sent to Licensee by Licensor to prompt the submission of report and program license renewal.

V. Delivery/Access of Licensed Materials to Licensee

- A. Licensor will provide the Licensed Materials to the Licensee in the following manner:
 - a. Licensee will obtain permission to have individuals sign up for the *Working Well with a Disability* Facilitator Training course upon sign up for Program license, to be renewed annually.
 - b. Licensee will provide Facilitator trainees access to the *Working Well with a Disability* Training course with a personal login under the terms and conditions outlined under Section II.
- B. *Working Well with a Disability* and the corresponding *Facilitator Guide* shall be available to Licensee and their associated certified Workshop Facilitators for purchase

from website in four formats: standard print, large print, text-only, audio, Braille. Shipping and handling fees shall be paid by Licensee.

- C. Trained facilitators shall provide each workshop participant with a copy of the *Working Well with a Disability* for their personal use. These manuals can be purchased from Licensor: <http://livingandworkingwell.ruralinstitute.umt.edu/for-facilitators>.

VI. Specific Restrictions on Use of Licensed Materials

- A. Unauthorized Use. Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Trainers to use the Licensed Materials.
- B. Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.
- C. Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- D. Commercial Purposes. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

VII. Licensor Performance Obligations

- A. Availability of Licensed Materials. Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Trainers.
- B. Training. Licensor will provide appropriate training to Licensee staff relating to the use of the Licensed Materials for an agreed upon training fee.
- C. Compliance with Americans with Disabilities Act. Licensor shall comply with the Americans with Disabilities Act (ADA), by offering text-only, Braille and large print formats. The online training shall be designed to heighten accessibility.
- D. Withdrawal of Licensed Materials. Licensor reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. Licensor shall give written notice to the Licensee of such withdrawal no later than 30 days following the removal of any item pursuant to this section. If any such withdrawal renders the Licensed Materials less useful to Licensee or its Authorized Trainers, Licensor shall reimburse Licensee in an amount that the withdrawal is proportional to the total Fees owed by Licensee under this Agreement.

VIII. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the

License, such party shall so notify the breaching party in writing. The breaching party shall have 10 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 10 days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause access to the Licensed Materials by Licensee and Authorized Trainers shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Trainers

X. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Trainers in accordance with the terms of this Agreement shall not infringe the copyright of any third party. Licensor warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of 10 days from delivery.

XI. Limitations on Warranties

Notwithstanding anything else in this Agreement:

- A. Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.
- B. Except as noted in Section X. Warranties above, Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- C. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, THE LICENSED MATERIALS ARE PROVIDED ON AN "AS IS" BASIS, AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS, IMPLIED, ORAL OR WRITTEN), RELATING TO THE LICENSED MATERIALS OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB OR OTHER SUCH COMPUTER PROGRAM. LICENSOR FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO AUTHORIZED TRAINERS, OR TO ANY THIRD PARTY.

XII. MISCELLANEOUS

- A. Assignment and Transfer. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- B. Governing Law. This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Montana, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the State of Montana shall have jurisdiction to hear any dispute under this Agreement.
- C. Dispute Resolution. In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within 30 days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within 15 days after such meeting, either party may pursue a judicial remedy in court.

- D. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- E. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
- F. Amendment. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.
- G. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- H. Waiver. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.
- I. Notices. All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 10 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile,

confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

I am appointed to represent on behalf of the “Licensee,” and agree to the terms and conditions brought forth in the Working Well with a Disability License Agreement.