



## CONTENT LICENSE AGREEMENT

1. This agreement (“Agreement”) is effective as of the \_\_\_\_\_ day of \_\_\_\_, 20\_\_ 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 [INSTITUTION NAME], (hereinafter “Licensee”). Licensee and Stanford (the “Parties”) agree as follows:

2. **Background:** Stanford has ownership of a certain Program as defined hereinafter and desires to license the Program in order that it become available for public use and benefit.

3. **Definitions:**

“*Content*” means Stanford Youth Diabetes Coaches Program (“SYDCP”), created at Stanford between 2010 and 2016 by Nancy Morioka-Douglas MD MPH and by Liana Gefter MD MPH and led by Eunice Rodriguez Dr. Ph. The SYDCP is a highly structured and validated outreach program bringing medical residents and other health professionals including trainees into underserved high schools to train healthy high school students to become self-management coaches for family members with diabetes. The program includes a scripted 8-week training program (1 hr./week for 8 weeks) for high school students including Power Point presentations, quizzes, and coaching assignments for each class. The program also includes preparatory training videos for instructors. The program’s pre-packaged content was designed to make it easy to implement (“plug and play”) with minimal time needed. In addition to fulfilling ACGME requirements for an experiential component in community medicine, our research demonstrates: 1) strong resident support for participation; 2) participation promotes the acquisition of several residency program competencies including interpersonal and communication skills; and 3) participation significantly increases resident intention to support the self-management of patients.

“*Program*” means the Stanford Youth Diabetes Coaches Program 2012, as described in Stanford Docket No. S12-232 and accompanying information, materials and/or manuals provided to Licensee pursuant to this Agreement.

“*Purpose*” means training healthy high school students to become self-management coaches for family members with diabetes.

4. **Grant.** Stanford grants to Licensee a royalty free, nonexclusive, and nontransferable license to use the Program furnished hereunder for the Purpose, upon the terms and conditions set out below. Stanford grants this license to Licensee for a term of 3 year(s) from the Effective Date.
5. Licensee agrees to use the Program solely for non-commercial purposes and shall not further reproduce or distribute without prior written permission from Stanford.
6. If Licensee wants to collaborate with any other academic organization to offer training, Program materials, etc., Licensee must contact the Division of Primary Care and Population Health, Department of Medicine (“Center”) at Stanford to ensure that the intended use is permitted or the organization has been licensed by the Center to use the Program. **Licensee will ensure that all individual and organizational collaborators read, understand and comply with the terms of this Agreement.**
7. **Licensee** acknowledges that the Program is copyrighted by Stanford University. **Licensee** therefore agrees to respect the copyright and will only use the Program as permitted under this Agreement. **Licensee** will use the Program in compliance with all applicable laws, policies, regulations and Human Subjects/Institutional Review Board standards, including, but not limited to, any approvals, informed consent and participant confidentiality principles. All training materials and manuals that are produced must include the following notice: “© *Stanford University 2018. All rights reserved.*”



*To obtain a license please contact Liana Gefter MD at [lgefter@stanford.edu](mailto:lgefter@stanford.edu) .*

8. In consideration of the rights granted herein, Licensee agrees:
  - (a) CONTENT shall be used “as is”, without any modifications, unless accompanied by the prior written permission from the lead author, Dr. Liana Gefter (“Lead Author”).
  - (b) Any modified versions of the CONTENT made pursuant to Paragraph 8(a) (“Modified Versions”) shall be jointly owned by the Parties.
  - (c) In consideration for the use of CONTENT, Parties agree to share their experiences and data generated using the CONTENT, which may be used by Lead Author to enhance or broaden the scope of the tool. Investigators and institutions understand that researchers from Stanford may contact them to request this information, and they agree to provide such information to the extent permitted by law.
  - (d) Licensee agrees to oversee and ensure that medical residents and other health professionals including trainees complete the provided online surveys after participation; that high school student participants complete the provided pre- and post-test surveys; and that support staff (faculty, administrators, and/or site directors) complete the provided online survey after program completion.
  - (e) CONTENT may not be shared or used by other institutions or other investigators if they themselves have not requested use of CONTENT from the Lead Author.
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  - (g) CONTENT IS OFFERED “AS IS”, AND STANFORD AND LEAD AUTHOR MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER STANFORD NOR LEAD AUTHOR SHALL BE LIABLE FOR ANY CLAIMS OR DAMAGES WITH RESPECT TO ANY LOSS OR OTHER CLAIM BY USER OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM THE USE OF THE TOOL. LICENSEE HEREBY AGREES TO DEFEND AND INDEMNIFY STANFORD, STANFORD HEALTH CARE, AND LUCILE PACKARD CHILDREN’S HOSPITAL AT STANFORD AND THEIR RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AGENTS, FACULTY, REPRESENTATIVES, AND VOLUNTEERS, ITS EMPLOYEES, OFFICERS AND AGENTS (STANFORD INDEMNITEES) FROM ANY LOSS OR CLAIM ASSERTED AGAINST STANFORD INDEMNITEES ARISING FROM THIS LICENSE OR LICENSEE’S USE OF CONTENT.
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10. We encourage academic collaboration. All studies using the CONTENT should be done in collaboration with Dr. Liana Gefter and Dr. Eunice Rodriguez (“Authors”) in posters or academic manuscripts. Authors will advise and contribute to academic content. Dr. Nancy Morioka-Douglas must be acknowledged as the program co-creator in all posters or academic manuscripts. Additionally, all studies using the CONTENT must name the Stanford Youth Diabetes Coaches Program as the program being studied and provide appropriate academic references to the program.
11. **Limitations of Use.** CONTENT and any information obtained therefrom is not intended to substitute for care by a licensed healthcare professional. Any reproduction of CONTENT shall bear a legend to the same effect.
12. **Inquiries:** Any questions regarding this document or the implementation of the Stanford Youth Diabetes Coaches Program should be addressed to Dr. Liana Gefter ([lgefter@stanford.edu](mailto:lgefter@stanford.edu)) .



**MISCELLANEOUS**

- 13. This Agreement may not be assigned.
- 14. None of the terms, covenants, and conditions of this Agreement can be waived except by the written consent of the party waiving compliance.
- 15. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of California. Any action to enforce any provision of this agreement shall be commenced in the federal or state courts having venue in Santa Clara County, California which shall have exclusive subject matter jurisdiction to resolve any controversy arising under or related in any way to this agreement.
- 16. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof and supersedes any prior representations, communications, undertakings, or discussions related to the subject matter. This agreement may be modified only by written agreement of all the parties and contains the entire agreement between the Parties related to the specific subject matter herein, and supersedes all oral and other understandings relating to the matters in this agreement.
- 17. Either Stanford or Licensee may terminate this Agreement with written notice to the non-terminating party at any time within thirty (30) days. In the event of termination, Licensee shall destroy or return immediately all Program tools and materials and all copies thereof to Stanford upon Stanford’s request.

**NOTICES**

- 18. All notices under this Agreement shall be deemed to have been fully given when done in writing and addressed as follows:     [name and address]

All general notices to Licensee should be sent to:

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

All general notices to Stanford should be e-mailed or mailed to:

Stanford Youth Diabetes Coaching Program,  
Division of Primary Care and Population Health  
1215 Welch Rd. Modular G, Stanford, CA, 94305  
Email: lgefter@stanford.edu

Either party may change its address upon written notice to the other party.

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.

Licensee's Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_