

## CTC PLUS License Agreement

This CTC PLUS Express Organization License Agreement ("Agreement") is made between the University of Washington, a public institution of higher education and an agency of the state of Washington at UW CoMotion with its office at 4545 Roosevelt Way NE, Suite 400, Seattle WA 98105 ("UW") and \_\_\_\_\_ with its office address at \_\_\_\_\_ ("Organization") which will assume the role of the payer and Organization of CTC PLUS for designated communities in the State of Washington ("Service Area") effective as of the date of the last signature ("Effective Date").

### BACKGROUND

UW's Center for Communities That Care, housed within the Social Development Research Group, School of Social Work under direction of Kevin Haggerty, PhD, and developed CTC PLUS, a web-based platform for implementing the Communities That Care prevention system.

Communities That Care helps local coalitions develop community-specific prevention plans based on their unique levels of behavioral health problems and risk and protective factors through a 5-phase process. CTC PLUS provides a step-by-step guide and tools for building high-functioning prevention coalitions. Coalitions participate in a series of web workshops where all members learn and apply prevention science principles to guide assessment, decision-making, and program implementation. CTC PLUS includes a web-based curriculum and community resource tools accessed via the CTC PLUS website as outlined in the description of CTC PLUS in Exhibit A ("CTC PLUS").

CTC PLUS is the intellectual property of the University of Washington and is protected by copyright laws and international treaties. CTC PLUS is licensed to organizations involved in public and community health and development programs or administrators of public health organizations on behalf of communities in its Service Area ("Sites") by UW on the terms and conditions set out in the CTC PLUS participant registration for Community Users. ("Community User License"). For reference information, a copy of the Community User License is available on the UW Website at: <http://www.communitiesthatcare.net/>.

**NOTE: No confidential information is used or exchanged in the CTC PLUS UW website.**

### 1. Definitions

1.1 "Community User or User" means community facilitators, designated by the Organization, community board members, designated by the community facilitator, and Organization staff involved in the Organization's deployment of CTC PLUS in Service Area. Community Users are designated end users of the Organization's CTC PLUS at the Sites identified in Schedule D.

1.2 "Site(s)" means Organization-designated Sites identified in Exhibit D by the Organization and for which the Organization provides contacts to the CTC PLUS Contact.

1.3 "Third Party/Parties" means an entity other than the Organization, its end user Community Users, or UW, Center for Communities That Care.

## **2. License Grant and Conditions**

2.1 Provided that Organization pays the license fee for each Site and conforms to the terms and conditions of this Agreement, UW hereby grants, and Organization accepts, a limited, non-transferable, non-exclusive license to access, display, perform and distribute CTC PLUS and print output from CTC PLUS provided such printouts are for Community User(s) use and conform to the "Formatting Template" identified in Exhibit C. For the avoidance of doubt, Community Users are not considered as Third Parties or sub-licensees of this Agreement.

2.2 Organization shall not modify, decompile, disassemble, reverse engineer, distribute, publish, or otherwise transfer or allow to be transferred the copies of content from CTC PLUS in whole or in part, except as specified in this Agreement or set out as instructions in the Formatting Template or as printed on individual resources available as CTC PLUS. Organization may request prior written permission of UW for special formatting or modification of individual resources available as part of CTC PLUS. In no event shall the Organization permit Third Parties to access CTC PLUS.

2.3 Organizations and Community Users may use the CTC and CTC PLUS logos in accordance with the template in Exhibit C.

2.4 Organization and Community Users gain no ownership in CTC PLUS including all of the individual resources offered by UW as part of CTC PLUS and Organization shall retain in CTC PLUS the copyright, trademark, or other notices pertaining to CTC PLUS as provided by UW.

2.5 UW reserves the right to modify or make improvements in CTC PLUS at any time without notice. UW shall endeavor to correct program defects as identified by UW relating to the operation and deployment activities related to CTC PLUS.

2.6 Organization and Community Users shall not submit any confidential information to UW.

2.7 Organization is solely responsible for obtaining clearance, releases, permissions or any other document from Community Users, Organization's employees, or any credentialing educational, provider, or research institutions for which Organization provides access.

2.8 Organization agrees that nothing in this Agreement shall be deemed to create any form of funder-client or professional client relationship between UW and the Organization's Community Users and the Organizations shall retain sole and exclusive responsibility and shall make all decisions for the access by its authorized Community Users.

2.9 Organization shall provide initial list of the Sites and designate contact information for each Site to UW within 30 days of the Effective Date.

2.10 Organization's Site shall work solely with CTC PLUS-designated certified coaches for CTC PLUS as provided by UW or as designated by UW as CTC PLUS-trainees in the certification process set by UW as part of its CTC PLUS activities.

### **3. Fee, Delivery and Format**

3.1 License fee for rights under this Agreement is USD \$2,400/per Site (“Fee”) and is due upon UW Organization's execution of this Agreement and UW invoice. Instructions for payment and a more detailed description of Fees are in Exhibit B.

3.1.1 Organization is guaranteed access for a minimum of one (1) Site for the Term.

3.1.2 Organization may extend the number of Sites to include additional Sites during the Term. Additional Sites require payment of Fee of Fee of \$2,400 per Site during the Term of this Agreement.

3.1.3 If there are additional Sites, additional coaching and training services may be needed and for which UW will charge additional Fees as are mutually agreed by the UW and the Organization in a separate service agreement.

3.2 Upon execution of this Agreement and receipt of the License Fee, UW will send instructions on accessing CTC PLUS to the Organization within 3 business days.

3.3 Organization is solely responsible for administering the access to CTC PLUS by Community Users. The Organization accepts its Community Users will be solely responsible for deploying technology and computing solutions and services (e.g., computing or mobile devices, internet connectivity, information technology support, staff use of technology) and agreeing to utilize specified internet browsers and hardware/software configurations supported by CTC PLUS web access.

3.4 During the Term of this Agreement, UW shall endeavor to correct program defects in the web access to CTC PLUS.

3.5 The entire scope and extent of the foregoing services shall not exceed the outline of activities in Program Services in Exhibit A without prior written agreement by UW.

3.6 Additional technical assistance may be arranged by prior written mutual agreement and may be provided by UW on an “as available” basis and additional technical assistance or customization shall be under a separate agreement between UW and the Organization. Feasibility and scheduling of the any additional technical assistance shall be at UW’s discretion. Additional implementation consultation or assistance, and/or complex or custom technical implementation may incur additional charges and payment of Fees. A scope of work and cost estimate for additional services will be provided to the Organization for approval. Work will only be performed and fees will only be charged with written Organization approval.

3.7 Additional technical assistance shall exclude basic or applied research that shall be more appropriately handled by UW through a sponsored research agreement. The Organization understands and agrees that UW is not operating as a vendor in the trade.

3.8 Organization hereby agrees that UW may contact Organization and its Community Users at mutually convenient times to request information on deployment of CTC PLUS by the Organization to assist UW in its development of CTC PLUS.

#### **4. Term and Termination**

4.1 Organization's access to CTC PLUS shall be for 3 years from the Effective Date ("Term"). The Term can be renewed by written mutual agreement of UW and the Organization.

4.1.1 Each designated Site may access CTC PLUS within the Term. Additional Sites may be added by the Organization at any time within the Term upon payment of a Site Fee.

4.1.2 Access to CTC PLUS expires for all Sites designated by the Organization as of the end of the Term.

4.2 Organization may terminate this Agreement at any time with a minimum 30-day written notice to UW.

4.3 UW may terminate this Agreement if Organization is in default of any of its obligations set forth herein and fails within 30 days of a written demand for performance to cure such default.

4.4 The provisions under which this Agreement may be terminated will be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

4.5 Termination of this Agreement will terminate all rights and licenses granted to Organization relating to CTC PLUS. Organization's obligation to pay the Fee survives the termination of this Agreement.

4.6 Upon termination of this Agreement, or the Organization's termination of participation in CTC PLUS by a Site, the Organization shall notify UW and UW will deactivate access to CTC PLUS. Organization will provide UW with updated information on the enrolled Sites on a schedule to be mutually agreed by the parties.

#### **5. Warranties and Disclaimers**

5.1 CTC PLUS is intended only for use by the Organization's designated Community Users. CTC PLUS is not meant to be a substitute for the professional judgment of the providers of educational, social, health, public health or other community-based services within each community or within the Service Area.

5.2 CTC PLUS is supplied "AS IS," without obligation by the UW to provide accompanying services or support. The entire risk as to the quality and performance of CTC PLUS is with Organization.

5.3 UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF CTC PLUS OR ANY OTHER MATERIALS OTHERWISE PROVIDED TO ORGANIZATION UNDER THIS AGREEMENT.

5.4 Organization acknowledges that UW is an agency of the state of Washington and has obligations to maintain public records under RCW 42.56 et seq. If UW receives a public disclosure request for records related to the Agreement, UW shall notify Organization of the request. UW, at

its sole discretion, can respond to the request. If UW releases any records related to the Agreement through an operation of law, the release shall not be deemed a breach of this Agreement.

**6. Indemnification and Liability**

6.1 To the extent permitted by law, Organization shall indemnify and hold harmless UW and its officers, faculty, employees, students and agents, against any and all claims, suits, losses, damages, costs, fees and expenses resulting from Organization's use of Program, including but not limited to any damages, losses or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this Agreement.

6.2 IN NO EVENT SHALL UW BE LIABLE FOR (A) PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT OR (B) LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, PROGRAM STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND.

6.3 Notices, requests and other communication required or permitted under this Agreement shall be in writing, shall refer specifically to this Agreement, and shall be deemed delivered upon receipt. If sent by email or facsimile (provided that a transmittal sheet indicates confirmation), or other electronic transmission, a confirmation copy will be forwarded. Any such notices, requests, and other communications shall be addressed as follows:

UW or the Organization, by notice, may change the address to which notice will be sent and unless so notified of a change of address all notices will be sent to the following:

Organization Contact for Legal Issues:	Name: Title: Address: Facsimile Number: E-Mail:
Organization Contact for Technical Issues	Name: Title: Address: Phone Number: E-Mail:
For UW	Name: Director, Innovation Development, UW CoMotion Address: 4545 Roosevelt Way NE, Suite 400, Seattle WA 98105-4608 Facsimile Number: 206.543.3970 E-Mail: license@uw.edu
For CTC PLUS Contact - Technical Assistance or	Name: Center for Communities That Care University of Washington Address: 9725 3rd Avenue NE, Suite 401 Seattle, WA 98115

Information about CTC PLUS	Phone: 206-685-7723 Facsimile Number: 206.543-4507 E-Mail: ctr4ctc@uw.edu
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**7. General**

7.1 Pursuant to U.S. laws, Program may not be downloaded, acquired or otherwise exported or re-exported a) into, or to a national or resident of any country to which the U.S. has embargoed goods; or b) to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders. By executing this License, Organization represent that: a) Organization is not located in or under the control of a national or resident of any such country or on any such list; and b) Organization will not export or re-export CTC PLUS to any prohibited county, or to any prohibited person, entity, or end-user as specified by U.S. export controls.

7.2 This Agreement does not grant permission to use the trade names, identifiers, trademarks, service marks, or product names of the UW, CTC PLUS, or Communities That Care to the Organization except as required for reasonable and customary use in describing the origin of CTC PLUS and, and Communities That Care Program for its Brand Materials identified in Schedule C. All goodwill associated with CTC PLUS and UW marks and identifiers shall inure to UW. The Organization shall not use the name "University of Washington," its logo, marks, or any abbreviation thereof to without prior written approval from UW except as otherwise expressly provided in this Agreement.

7.3 This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof. Any amendment of these terms and conditions must be in writing and signed by both parties.

7.4 This Agreement and the rights and benefits conferred upon the parties hereunder may not be assigned or otherwise transferred by Organization without the prior written consent of UW.

7.5 Counterparts. This Agreement may be executed by facsimile and in identical counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile, scanned, or photocopied signature (and any signature duplicated in another similar manner) identical to the original will be considered an original signature.

7.6 This Agreement is made in and shall be governed by the laws of the State of Washington excluding choice of law principles. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, United States of America.

7.7 Organization accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts.

UW and ORGANIZATION have executed this Agreement by their respective duly authorized representatives on the dates given below.

**For University of Washington**

**Organization**

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

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

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

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

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

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

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

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

**University of Washington Concurrence:**

**By:** \_\_\_\_\_

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

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

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

**Exhibit A: CTC PLUS Services and Resources**

<b>Description</b>	<b>Format/Notes on Program Services</b>	<b>Service Available to:</b>	<b>Information to be provided by the Organization:</b>
<ul style="list-style-type: none"> <li>• 12 web-based workshops</li> <li>• Facilitator guides for each web-based workshop</li> <li>• Participant handouts for each web-based workshop</li> <li>• Additional downloadable facilitator documents for each web-based workshop</li> <li>• Community member pages</li> <li>• Evaluation Tools</li> <li>• CTC PLUS coaches and coaching services in support of CTC PLUS (TBD- under separate agreement)</li> </ul>	<p>Password-controlled access to materials on the communitiesthatcare.net website</p>	<p>Password-controlled access to CTC PLUS web platform.</p> <p>Access for each community/site: 3 years of access from Effective Date</p> <p>Different levels of access:</p> <p><b>Trained Facilitator</b> (up to 4 per Site) – access to all pages and web materials</p> <p><b>Community Members</b> (up to 50 per Site) – access to community member pages, video index and document index</p>	<ul style="list-style-type: none"> <li>• Contact information (full name, email address) for Authorized Users: Facilitator and Community Member access levels</li> </ul>



**Exhibit B: Instructions for Payment of Multiple Orders**

B.1 Fee is \$2,400.00 per Site/covering the 3 year Term. The number of Sites for the Term are \_\_\_\_\_. Additional Sites may be added during the Term.

B.1.2 Fees are due and payable 30 days after receipt of the invoice from UW. All Fees are payable in U.S. Dollars.

B.2 For Payment by Check or PO.

UW will include Organization’s Purchase Order (PO) numbers on the initial invoice if Organization enters such PO number here: \_\_\_\_\_.

For payment by Purchase Order (PO), send instructions to:

Attention: Contract Manager, UW CoMotion,  
4545 Roosevelt Way NE, Suite 400,  
Seattle, WA 98105.  
Phone: 206-543-3970; Facsimile: 206-616-3322; Email: [ipfin@uw.edu](mailto:ipfin@uw.edu)

If Fees are paid by check or purchase order (PO), make the check payable to: University of Washington. Send payment to the attention of Contract Manager, UW CoMotion, 4545 Roosevelt Way NE, Suite 400, Seattle, WA 98105 Phone: 206-543-3970 Facsimile: 206-616-3322 Email: ipfin@uw.edu

B.3 There is a \$30-dollar fee for wire transfers. Instructions for a wire transfer appear on the UW invoice.

B.4 Organization Contact for invoicing: Please enter contact information for the processing of invoices by your organization:

<b>Organization Administration/Finance Contact for Invoices</b>
Name:
Email:
Phone:

## **Exhibit C: CTC PLUS Community User /End User Formatting Template**

Communities That Care (CTC) brand materials

### **Use**

UW Communities That Care provides these branding directions for the name, Communities That Care, initials, “CTC”, “CTC PLUS,” our logo and screenshots (“Brand Materials”) to avoid confusion by participating organizations and community coalitions.

Do not edit or change the CTC or CTC PLUS logos.

Note: Do not use the name “University of Washington,” its logo, marks, or any abbreviation thereof to without prior written approval from UW except as otherwise expressly provided in this Agreement. Refer to Section 7.2 for guidance related to source identification.

### **Advertising, promotional materials**

Communities That Care requires prior approval for any use of its logo on websites, products, packaging, or manuals.

### **Education and instruction (books, guides, publications, and conferences)**

You can use our brand materials for educational and instructional purposes.

### **Websites, names and logos**

Do not incorporate our logo into yours.

Use of the term “Communities That Care” is acceptable for the purpose of source identification (Section 7.2). For example, naming your coalition or organization “Springfield Communities That Care.”

### **Linking to Communities That Care**

If you want to use our logo to link to our site, contact us for permission.

### **Merchandise**

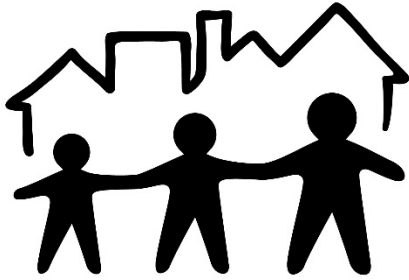
Do not use the CTC logo on merchandise without permission from the UW Center for Communities That Care.

### **Questions**

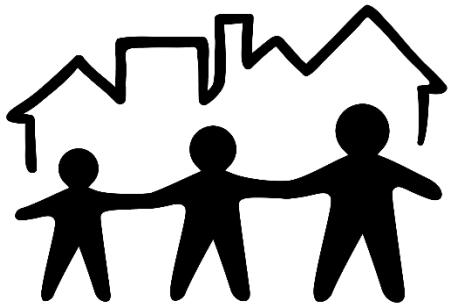
Email [ctr4ctc@uw.edu](mailto:ctr4ctc@uw.edu). Please send a mockup of your intended use so we can be specific in our response. Please allow at minimum of 14 days for response on brand/logo use requests.

**CTC Logos for use by our partner communities**

Black and White\*:



**communities**  
***that care PLUS***



**communities**  
***that care PLUS***

\*For color artwork, please send a request to [ctr4ctc@uw.edu](mailto:ctr4ctc@uw.edu).

## Exhibit D: List of Community User / Sites & Contacts

**Note – this list may be supplied to UW via an EXCEL Spreadsheet listing the following (template available by request to [ctr4ctc@uw.edu](mailto:ctr4ctc@uw.edu)):**



### Site User Information Log - Facilitator

	Coalition Name/Location:			
	Submitted by:			
	<i>All facilitators using the CTC PLUS site must attend the three-day Facilitator Training.</i>			
	Each community will receive access for up to <b>4 facilitators</b> . If you would like to add or delete members after sending your initial list to the Center for CTC, please send us the <b>entire list</b> again with these changes <b>highlighted</b> (yellow for delete, green for add).			
	First Name	Last Name	Email Address	Role / Title
1				
2				
3				
4				



### Site User Information Log - Community Member

	Coalition Name/Location:					
	Facilitator Name:					
	Each community will receive access for <b>50 community members</b> . If you would like to add or delete members after sending your initial list to the Center for CTC, please send us the <b>entire list</b> again with these changes <b>highlighted</b> (yellow for delete, green for add).					
	First Name	Last Name	Email Address	Role	Position/Role in community	Agency/Organization
1						
2						
3						
4						
5						
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