This License Agreement is between your organization and MaineHealth.

Please put the name of your organization in the blank spaces.

Have your organization's **legally authorized signatory sign and date** at the bottom right-hand side of page 2. List the names of the Master Trainer(s) to be covered under this license on page 3.

License to Use <u>A Matter of Balance/Lay Leader Model</u>

THIS AGREEMENT is entered into this 08/01/2023, by MaineHealth, a not-for-profit

corporation incorporated in the State of Maine with a principal business at 110 Free Street, Portland, Maine, 04101 and

County of Monterey on behalf of Natividad Medical Center	, located	1441 Constitution Blvd	
(Organization Name)	at	(Organization Address Line 1) as CA 93906	
(Organization Address Line 2)	(City, State, Zip)		

Whereas, the MaineHealth holds title to training materials including a comprehensive facilitator manual entitled "A Matter of Balance: Lay Leader Model" ("MOB"); and

Whereas, County of Monterey on behalf of Natividad desires to acquire the right to use MOB in order to, among other things, train Volunteer Lay Leaders to serve as MOB Coaches;

Now, Therefore, in consideration of their mutual premises and the mutual undertakings herein contained, the parties agree:

- 1. Grant of License: MaineHealth hereby grants to County of Monterey on behalf of Natividad Medic the non-exclusive, non-transferable right to use MOB in accordance with the Master Trainer Manual, Master Trainer Job Description, MOB Coach Job Description, MOB Coach Manual, and evaluation tool as they may reasonably be amended from time to time by MaineHealth. Appropriate outcome measurement parameters for this program are the following: Falls Efficacy, Falls Management, Falls Control, and Exercise Level. MaineHealth does not make any other assurances regarding other outcome measures.
- 2. Restrictions. Licensee shall not (a) sell, distribute or sublicense MOB or any portion thereof, (b) modify or adapt MOB, or (c) translate, reverse engineer, or create any derivative work of MOB. Licensee shall only use MOB in the manner authorized. Copies of materials are to be made only to extent necessary to conduct program with seniors.
- 3. *Credit*. Any publication of MOB, or any adaptation thereto, whether in print, video or computer-based publication, shall bear the following credit:

A Matter of Balance: Managing Concerns About Falls/Volunteer Lay Leader Model ©2006.

This program is based on "Fear of Falling: A Matter of Balance" Copyright © 1995 Trustees of Boston University.

All rights reserved.

Used and adapted by permission of Boston University.
Inquiries regarding the original program may be directed to Boston University, Health & Disability
Research Institute, 53 Bay State Road, Boston, Massachusetts, 02215.

A Matter of Balance was created with support from the National Institute on Aging.

A Matter of Balance Lay Leader Model was developed by a grant from the Administration on Aging (#90AM2780).

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- 4. *Indemnification*. To the extent permitted by law, County of Monterey on behalf of Natividad Medical shall at all times during the term of this License and thereafter, defend and hold MaineHealth, its trustees, officers, employees, agents and affiliates (together, "indemnitees") harmless from and against all claims, suits, demands, liability and expenses, including legal expenses and reasonable attorneys' fees, arising out of any negligent act or omission of County of Monterey on beh pursuant to this Agreement.
- 5. Responsibility for Acts or Omissions. County of Monterey on behalf of Natividad Medical Center agrees to accept and be responsible for its own acts or omissions, as well as those acts or omissions of its employees, agents and independent contractors and nothing in this Agreement shall be interpreted or construed to place any such responsibility on MaineHealth.
- 6. EXCLUSIONS. IN NO EVENT SHALL MAINEHEALTH BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE USE OF THE MOB OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT OR THE MOB, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MOB AND ALL ASSOCIATED MATERIALS THAT ARE THE SUBJECT OF THIS AGREEMENT ARE DELIVERED "AS IS" IN EVERY RESPECT.
- 7. Term of Agreement. This agreement will remain in effect for three (3) years after issue or renewal date, or until cancelled by either party upon 30 days prior written notice. If agreement is cancelled by MaineHealth, then County of Monterey on behalf of Natividad Medical Center agrees that it will terminate use of the MOB.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have set their hands and seals as of the date first above written.

MaineHealth	County of Monterey on behalf of Natividad Medica	
Organization Name	Your Organization Name	
Signature	Legally Authorized Signature (sign in blue ink) i.e. CEO, President, Executive Director	
Albert G. Swallow III Chief Financial Officer	Charles Harris, M.D., Chief Executive Officer	
MaineHealth Printed Name and Title	Printed Name and Title of Authorized Signatory	
	(831) 755-4111	
207-661-7120 Phone	Phone	
Date // 0//23	Date	
Nev. for 2023	HarrisCR@natividad.com	
	Email Address	

Master Trainer(s) covered under this license:

Name:	Lorraine G. Artinger
Name:	
Name	<u> </u>

Please send a signed agreement via e-mail or fax:

E-mail: MOBLICENSE@mainehealth.org

Fax: 207-661-7540

PLEASE KEEP A COPY FOR YOUR RECORDS.

Questions? Please call 207-661-7120.