



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13375

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute a License Agreement with Cross Cultural Communications for the licensure of proprietary teaching and textbook materials for use in the training of NMC interpreters with an agreement term December 15, 2016 through December 14, 2021.

PASSED AND ADOPTED on this 13th day of December 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter


NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on December 13, 2016.

Dated: December 14, 2016
File ID: A 16-354

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and dated as of December 15, 2016 by and between CROSS-CULTURAL COMMUNICATIONS, LLC, a Maryland limited liability company located at 10015 Old Columbia Road, Suite B-215, Columbia, MD 21046 ("Licensor"), and the following ("Licensee"):

Name: The County of Monterey on behalf of Natividad Medical Center (Licensee)
Address: 1441 Constitution Blvd., Salinas, CA 93906
Tel: (831) 772-7612

RECITALS

R.1. Licensor is in the business of providing training, research and consulting about community interpreting and cultural competence to support and enhance services to culturally and linguistically diverse individuals in the United States of America and in other countries. Among Licensor's proprietary training programs are "The Community Interpreter[®] International Edition" and "Medical Terminology for Interpreters" (the "Programs").

R.2. Licensor has developed and owns various proprietary materials that Licensor uses and allows authorized persons to use in connection with delivering the Programs, including a program known as "Training of Trainers" pursuant to which Licensor teaches persons such as the Licensee how to deliver one or more of the Programs.

R.3. An employee of Licensee has attended Licensor's "Training of Trainers" program.

NOW, THEREFORE, in consideration of Licensee's previously paid one-time payment of the training fees to attend and successful completion of the Licensor's Training of Trainers program and other good and valuable consideration, the receipt and adequacy of which each party acknowledges, Licensor and Licensee agree as follows:

1) IDENTIFICATION OF LICENSED MATERIALS. The "Licensed Materials" licensed to the Licensee are Licensor's proprietary materials identified on SCHEDULE A

a. Licensor will provide the Licensed Materials to the Licensee as follows: One (1) print or electronic copy of the Licensed Materials per Licensed Trainer ("Licensed Trainers" are those individuals identified on SCHEDULE B) for the sole use of the Licensee.

b. Licensor reserves the exclusive right at any and all times to amend, modify, or otherwise change all or any part of the Licensed Materials, including withdrawing from the Licensed Materials any part of the Licensed Materials for which the Licensor no longer retains publishing rights, or which Licensor believes infringes the rights of others or is defamatory, obscene, unlawful or otherwise objectionable. Portions of the Licensed Materials which the Licensor deletes or withdraws will no longer be a part of the Licensed Materials.

Cross-Cultural Communications, LLC
Term: 12/15/16 – 12/14/21

c. New editions of Licensed Materials generally supersede previous editions. Upon request by the Licensee, Licensor will provide Licensee with an electronic copy of the updated edition of the Instructor's Guide or Trainer's Guide of any new edition of Licensed Materials.

d. Licensor guarantees to provide on Licensee's request print copies of the Textbook, Workbook and Handbook at a discount of no less than twenty (20) percent from the retail cost of the Licensed Materials.

2) GRANT OF LICENSE. Licensor hereby grants to the Licensee a fully-paid non-exclusive worldwide license (the "License"), revocable at will and contingent on the conditions described below, to do the following: (a) to use the Licensed Materials in the course of Licensor's training of the Licensee; (b) to distribute the Licensed Materials to participants who attend training sessions provided by Licensee; and (c) to use the Licensed Materials to conduct training sessions. This License confers no right to copy or reproduce any portion of the Licensed Materials, or to distribute the Licensed Materials except as permitted under the provisions of this Agreement.

a. The Licensed Materials shall remain the sole intellectual property of Licensor. Licensor is making the Licensed Materials available to Licensee in confidence and solely on the basis of its confidential relationship to Licensor. This License confers no rights in, to or regarding the Licensed Materials except as expressly stated in this Agreement.

b. The License does not include any of the following: (i) any right to amend, modify, or otherwise change the print copy of the Licensed Materials; (ii) any right to amend, copy, distribute, or modify the electronic form of the Licensed Materials except with the express prior written consent of Licensor, which consent Licensor may withhold or condition in Licensor's sole subjective discretion; (iii) any right to amend, copy, distribute, modify, use or otherwise have any of Licensor's property other than the Licensed Materials; (iv) any right to teach or otherwise deliver the Training of Trainers program; or (v) any right not expressly granted in this Agreement. Notwithstanding the foregoing Licensee is expressly permitted to amend, copy, or modify the electronic form of two Trainers' Slide Kits included in the Licensed Materials as desired to meet the needs of their target audiences.

c. The Licensee may incorporate elements of the Licensed Materials into online training developed by or for the Licensee but may not offer, advertise or sell this program under the name The Community Interpreter® International Edition. The Licensee shall subtitle any online program developed by the Licensee that incorporates the Licensed Materials as "A Program Incorporating Authorized Materials from The Community Interpreter® International Edition" and shall also provide full attribution on any slide, video presentation or other component of the training that includes elements of Licensed Materials by stating "From *The Community Interpreter*®, 5th edition, 2011" or the subsequent relevant edition of that work.

d. The Licensee must use reasonable efforts to prevent unauthorized third parties including the Licensee's employees, contractors, sublicensees and Licensed Trainers authorized pursuant to the Training Agreement of Schedule B, from printing, copying, providing or otherwise making available, in whole or in part, any portion of any original or modified Licensed Materials or related materials.

- e. The grant of the license under this Agreement is expressly contingent upon all of the following:
- i. The Licensee's completion of Licensor's Training of Trainers programs to Licensor's sole satisfaction, which Licensor will determine in its sole and subjective discretion;
 - ii. The Licensee entering into the Training Agreement attached as SCHEDULE B;
 - iii. Continuing compliance of the Training Agreement attached as Schedule B, and specifically in order for Licensee to present any session of The Community Interpreter[®] International Edition or Medical Terminology for Interpreters to Licensed Trainers, Licensee must purchase on behalf of each participating person one (1) copy per participating person or require each said participating person to purchase one (1) copy of the relevant textbook or handbook as specified in Schedule B;
 - iv. The Licensee entering into the Non-competition and Confidentiality Agreement attached as SCHEDULE C.

3) **TERM OF LICENSE.** The License will terminate upon the earlier of the occurrence of either (a) an event of default by the Licensee or a Licensed Trainer, (b) revocation of the License by Licensor or Licensee in writing, or (c) five (5) years from the date of this Agreement. There is no cost to Licensee under this License Agreement. This License may be renewed for one or more additional Terms at no cost upon execution of an Amendment by both parties.

4) **WARRANTY.** The Licensor warrants only that the Licensor has the right to grant the License to the Licensee; otherwise the Licensor provides the Licensed Materials to the Licensee in their "AS-IS, WHERE-IS" condition.

5) **DEFAULT & REMEDIES.**

- a. The occurrence of any of the following will be an event of default and a material breach of this Agreement by the Licensee:
 - i. If the Licensee fails to make any payment to the Licensor (whether due under this or any other agreement) as and when due;
 - ii. The Licensee or any Licensed Trainer authorized pursuant to the Training Agreement Of Schedule B amends, copies, distributes, modifies, or uses the Licensed Materials in any way not expressly stated in this Agreement;
 - iii. If the Licensee becomes insolvent, or if a petition for relief is filed by or against the Licensee under any federal or state bankruptcy, insolvency or reorganization laws; or
 - iv. If the Licensee fails to perform any of its obligations under this Agreement or does anything prohibited under this Agreement and does not cure that default within thirty (30) days after the Licensor give the Licensee notice of default.
 - v. If the Licensee breaches this Agreement, or Licensee or its Licensed Trainers authorized pursuant to the Training Agreement of Schedule B use the Licensed Materials in any way that would represent an unethical business practice as determined by Licensor in its sole and subjective discretion;

b. In the event of default Licensor may exercise any or all of the following rights or remedies, and the Licensee shall bear its own cost and expense:

i. The Licensor may terminate the License, including terminating any of the Licensee's rights to copy, distribute, use or otherwise have the Licensed Materials;

ii. The Licensor may require the Licensee to deliver, at the Licensee's sole cost and expense, all print copies of the Licensed Materials that the Licensee may have or control to the Licensor, including all print copies of the Licensed Materials in possession of its Licensed Trainers authorized pursuant to the Training Agreement of Schedule B;

iii. The Licensor may require the Licensee to forever delete and erase all electronic copies of the Licensed Materials that the Licensee may have or control, including all electronic copies of the Licensed Materials in possession of its Licensed Trainers authorized pursuant to the Training Agreement of Schedule B,

iv. The Licensor may, upon ten (10) days' notice, require the Licensee to exercise the Licensor's rights and remedies against any Licensed Trainer , authorized pursuant to the Training Agreement of Schedule B, who amends, copies, distributes, modifies, uses or has the Licensed Materials in any way not expressly authorized in this Agreement;

v. The Licensor may seek an injunction to prevent the Licensee or any Licensed Trainer authorized pursuant to the Training Agreement of Schedule B from changing, copying, distributing, modifying, using or otherwise having the Licensed Materials; and

vi. The Licensor may exercise any and all rights that the Licensor may have at law or equity.

c. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior or subsequent breach of the same provision or a waiver of any breach of any other provision. No waiver shall be effective unless made in writing and signed by an authorized representative of each party hereto.

d. ALL ACTIONS, CASES, SUITS AND PROCEEDINGS IN CONNECTION WITH THIS AGREEMENT, THE LICENSED MATERIALS OR ANY OTHER AGREEMENT, DOCUMENT OR TRANSACTION BETWEEN THE PARTIES SHALL BE HEARD WITHOUT A JURY. ALL PERSONS AFFECTED BY THIS AGREEMENT, SPECIFICALLY WAIVE ALL RIGHT TO A TRIAL BY JURY.

e. Except in the case of an unauthorized amendment, copying, distribution, modification, use or possession of the Licensed Materials, neither party will be liable to the other party or any person claiming through or under the other party, for any consequential, direct, general, incidental, indirect, or special damage or expense, regardless of the form of action.

f. If suit or action is instituted to enforce any of the terms of this Agreement, then the prevailing party shall be entitled to recover from the other party such sums as the Court may adjudge reasonable as attorney's fees at trial on or appeal of such suit or action, in addition to all other sums provided by law.

6) ADDITIONAL PROVISIONS.

a. All notices required or permitted hereunder must be given in writing and will be deemed to have been given immediately upon delivery in person, or upon the third day after mailing by first class mail, regular or certified, postage prepaid. For the purposes hereof, the addresses of the parties hereto (until written notice of a change thereof shall have been given in the manner provided herein) will be as set forth below.

b. LICENSOR shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage rising out of, or in connection with, performance of this Agreement by LICENSOR and/or its agents, members, employees or sub-Licensors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County/LICENSEE. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County/LICENSEE. LICENSOR shall reimburse the County/LICENSEE for all costs, attorneys' fees, expenses and liabilities incurred by the County/LICENSEE with respect to any litigation in which LICENSOR is obligated to indemnify, defend and hold harmless the County/LICENSEE under this Agreement.

c. To the extent permitted by law, the County/LICENSEE shall indemnify, defend, and hold harmless LICENSOR, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the County and/or its agents, members, employees or sub-Licensors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by LICENSOR. It is the intent of the Parties to this Agreement to provide the broadest possible coverage for LICENSOR. The County/LICENSEE shall reimburse LICENSOR for all costs, attorneys' fees, expenses and liabilities incurred by LICENSOR with respect to any litigation in which the County/LICENSEE is obligated to indemnify, defend and hold harmless LICENSOR under this Agreement.

d. Except as otherwise specified or as the context may otherwise require, as used in this Agreement: (i) the term "person" includes an agency, association, corporation, division, entity, governmental department or unit, individual, limited liability entity, organization, and partnership; (ii) common nouns and pronouns refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person may in the context require; (iii) the words "hereof", "herein", "hereunder", and words of similar import refer to this Agreement as a whole and not to any particular provisions of this Agreement; (iv) the terms "includes" and "including" mean includes or including by way of illustration and not by way of limitation; (v) the term "or" is not exclusive; (vi) the term "may" is permissive, but the terms "may not" and phrases of like import have a mandatory negative effect and establishes a prohibition; (vii) the term "must" has a mandatory effect; (viii) references to pages, articles, exhibits, schedules, sections, subsections, paragraphs, sub-paragraphs, and sentences are to the same in this Agreement; (ix) the section and other headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions of this Agreement; and (x) accounting terms not otherwise


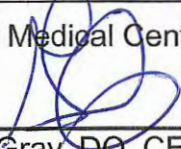
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defined in this Agreement have the respective meanings given to them under generally accepted accounting principles, consistently applied.

e. This Agreement includes all Recitals, attachments, exhibits and schedules, and contains the entire agreement of the parties. Except as expressly stated otherwise in this Agreement, this Agreement supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to the subject matter of this Agreement. It may not be changed orally but only by agreement in writing.

f. Licensee shall refer to Licensor's Product Returns Policy as outlined in Schedule D attached here to.

IN WITNESS WHEREOF, the parties have executed this Agreement below.

CROSS-CULTURAL COMMUNICATIONS, LLC
By  Marjory A. Bancroft, CEO
Natividad Medical Center
 Dr. Gary Gray, DO, CEO

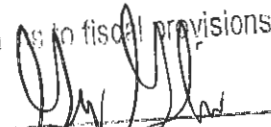


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Dep CEO

11-21-16

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey

SCHEDULE A
LICENSED MATERIALS AND PAYMENT PROVISIONS

Licensed materials support the delivery of the training programs known as The Community Interpreter® International Edition and Medical Terminology for Interpreters (hereinafter referred to as the Programs). The following licensed materials and any subsequent updates to these materials are offered to licensee and their licensed trainers at no charge. Such updates are issued periodically and render previous iterations of these materials obsolete. The following licensed materials will be available to licensees and their licensed trainers electronically and also, whenever feasible, through a licensed trainer's website that facilitates licensees' access to these materials:

- 1) Marjory A. Bancroft, *The Community Interpreter® International: An Instructor's Guide*, 1st edition, 2015.
- 2) Cross-Cultural Communications, *Medical Terminology for Interpreters: An Instructor's Guide*, 2nd edition.
- 3) PowerPoint slide kits that support the delivery of training sessions of the Programs.
- 4) Handouts, activity templates, tests, answer keys, sample certificates, sample evaluation forms, video resources and other materials for suggested use by licensed trainers in the delivery of training sessions of the Programs.

Should Licensee chose to purchase additional materials from Licensor, per Section R.3.1 (d) above, licensee shall receive no less than a twenty percent (20%) discount off of retail cost of the following materials in their current and future editions. Current editions of these additional materials include:

- 1) Marjory A. Bancroft, Sofia Garcia Beyaert, Katharine Allen, Giovanna Carriero-Contreras, Denis Socarras-Estrada, *The Community Interpreter®: An International Textbook*, 1st edition, 2015 (hereinafter referred to as "Textbook").
- 2) Marjory A. Bancroft, Sofia Garcia-Beyaert, Katharine Allen, Giovanna Carriero-Contreras, Denis Socarras-Estrada, *The Medical Interpreter: A Foundation Textbook for Medical Interpreting*, 1st edition, 2016 (hereinafter referred to as "Medical Textbook").
- 3) Marjory A. Bancroft, Sofia Garcia Beyaert, Katharine Allen, Giovanna Carriero-Contreras, Denis Socarras-Estrada, Hank Dallmann, *The Community Interpreter®: An International Workbook of Activities and Role Plays*, 1st edition, 2015 (hereinafter referred to as "Workbook").
- 4) Cross-Cultural Communications, *Medical Terminology for Interpreters*, 3rd edition, Participant Handbook (hereinafter referred to as "Handbook").

CI-000258

Additional Payment Provisions:

- 1) Licensor shall itemize and list separately shipping costs on all invoices as applicable. Shipping costs are subject to change based on the annual rate increase by UPS and other major carriers.
- 2) Travel expenses shall not be reimbursed under this agreement

SCHEDULE B
TRAINING AGREEMENT

This Training Agreement (the "Training Agreement") is a part of the Licensing Agreement by and between Licensor and the County of Monterey, on behalf of Natividad Medical Center (the Licensee). The purpose of this Training Agreement is to identify those individuals trained in the Licensor's Training of Trainers program who may provide training sessions under the supervision of the Licensee using the Licensed Materials as Licensed Trainers and to clarify Licensee's responsibilities in governing how trainers are to use those materials.

1. Names of Licensed Trainers (the "Licensed Trainers"):

ASSOCIATE TRAINERS
Victor Sosa: CI-000258-1

2. All use of the Licensed Materials and training sessions must be delivered and conducted under the supervision of the Licensee and strictly in accordance with the methods, policies, procedures and techniques specified by Licensor in the Licensed Materials, the Training of Trainers program and elsewhere.

a. Licensed Trainers have no right to conduct training sessions of The Community Interpreter[®] International Edition independently of the Licensee, except with the Licensor's express written permission, which the Licensor may condition, delay or withhold in its sole subjective discretion.

b. Licensee may charge participant fees to attend sessions of The Community Interpreter[®] International Edition without prior consultation with, or written permission from, the Licensor.

c. For each authorized session of The Community Interpreter[®] International Edition provided by a Licensed Trainer under the Licensee's supervision, Licensee must purchase one (1) copy per participating person or require each said participating person to purchase one (1) copy of the following participant textbook: *The Community Interpreter[®]: An International Textbook*. Licensee and/or Licensed Trainers are not obligated to purchase the accompanying Workbook but may not photocopy the Workbook.

d. For each authorized training given by a Licensed Trainer of one or more sessions of Medical Terminology for Interpreters, Licensee must purchase one (1) copy per participating person or require each said participating person to purchase one (1) copy of the following participant Handbook: *Medical Terminology for Interpreters*.

e. Licensed Trainers have the right to use the Licensed Materials only for training sessions under the Licensee's supervision. For any other use of Licensed Materials, Licensed Trainers must obtain written permission directly from the Licensor, which the Licensor may condition, delay or withhold in the Licensor's sole subjective discretion.

f. Licensed Trainers have no ownership rights in or to the Licensed Materials or any of Licensor's other property. Licensee is responsible for any unauthorized amendment, copying, distribution, use or possession of the Licensed Materials by Licensed Trainers.

CI-000258

3. Only the Licensee and Associate Trainers may present training sessions of The Community Interpreter® International Edition or Medical Terminology for Interpreters.

a. Associate Trainers may conduct unlimited sessions of The Community Interpreter® International Edition with each session lasting a minimum of forty (40) hours.

b. Associate Trainers may also present separately or as part of The Community Interpreter® International Edition any components of the one-day program Medical Terminology for Interpreters at the discretion of Licensee.

c. Assistant Trainers may support training sessions of The Community Interpreter® International Edition if the Assistant Trainer is working with an Associate Trainer for that session.

CROSS-CULTURAL COMMUNICATIONS, LLC

By

Marjory A. Bancroft, CEO

Natividad Medical Center:

Dr. Gary Gray, DO, CEO

Reviewed as to fiscal provisions

Auditor: *[Signature]*
County of Monterey 11-22-16

SCHEDULE C
NON-COMPETITION AND CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Confidentiality Agreement") is a part of the License Agreement by and between Cross-Cultural Communications LLC, a Maryland limited liability company ("Licensor"), and the following person (the "Licensee"): The County of Monterey on behalf of Natividad Medical Center.

RECITALS

R.1. This Confidentiality Agreement is a part of a License Agreement (the "Agreement") between Licensor and the Licensee under which Licensor agreed to allow the Licensee to conduct training sessions of certain of Licensor's proprietary programs.

R.2. As a condition for entering into the Agreement and in consideration for the training given to the Licensee by Licensor, and in recognition of the fact that the Licensee will have access to Licensor's Licensed Materials (as defined in the Agreement), the parties are entering into this Confidentiality Agreement to clearly delineate the obligations, rights, and duties of the parties regarding Licensor's Licensed Materials.

R.3. The parties agree that given the unique nature of Licensor's business and target markets, the covenants stated in this Confidentiality Agreement are reasonably necessary to protect Licensor's legitimate business interests, and that if the Licensee violates said this Confidentiality Agreement, Licensor will likely suffer irreparable harm for which there may be no adequate remedy at law.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and other conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Confidentiality Agreement.

a. The Licensee acknowledges that as a necessary part of the Licensee's training and subsequent activities with and through Licensor (including teaching Licensor's proprietary programs), the Licensee will receive, become privy to, prepare or come into the possession or control of the Licensed Materials. The Licensee agrees that the Licensed Materials are and will always be Licensor's sole and exclusive property, and that Licensee will have no rights therein unless Licensor expressly agrees otherwise in writing.

b. During the term of the Agreement and for three (3) year period following the termination of the Agreement for any reason, Licensee shall do all of the following:

i. Hold in strict confidence and not reveal, disclose, remove, take from Licensor, or use for any purpose, except as may be specifically directed by Licensor in writing or provided herein, the Licensed Materials; and

ii. If so requested by Licensor, immediately upon termination of the Agreement, and at such other times as Licensor may demand, retrieve and return all

Licensed Materials to Licensor that the Licensee may have or have had in its possession and retain no copies of any of the Licensed Materials. Notwithstanding the foregoing, Licensee shall not be prohibited from disclosing any information which (i) is or becomes available to the public other than as the consequence of a breach of this Agreement by Licensee; (ii) was, at the time of disclosure by Licensor, already known to or in the possession of Licensee without any limitation on use or disclosure; (iii) is rightfully received from a third party, provided that the source of such information was not, to Licensee's knowledge, prohibited from disclosing the information by any legal, contractual or fiduciary obligation to Licensor; (iv) is independently developed by the Licensee without use or reference to the Confidential Information of the Licensor; or (v) is required to be disclosed pursuant to law, including without limitation the California Public Records Act.

2. Non-Competition Covenants. During the term of the Agreement, the Licensee shall not, directly or indirectly (whether as an agent, owner, partner, stockholder, or representative of any person, or by or through any person acting on its behalf or under its control), do any of the following without written permission from the Licensor:

- a. Knowingly and intentionally divert existing business from Licensor;
- b. Solicit, encourage or attempt to solicit or encourage any then current client or customer of Licensor either to cease using Licensor's Licensed Materials, or to use the services or goods of any person other than Licensor, if those services or goods are the same as or similar to the Licensed Materials;
- c. Service or take orders, attempt to service or take orders, or otherwise solicit business from any person to whom Licensee knows Licensor has sold or has submitted a bid to provide Licensed Materials within the twelve (12) months preceding the termination of this Confidentiality Agreement, if the business, services or goods solicited are the same as or similar to the Licensed Materials offered by Licensor; or
- d. Within a two hundred (200) mile radius of any of Licensor's places of business (which may change from time to time), which locations shall be provided to Licensee from time to time, carry on, consult for, control, enter into, manage, operate, own, or participate in any business related to Licensor's proprietary programs that is competitive with the businesses conducted by Licensor at the time of the termination.
- e. Provide online training that bears the same name as the Programs or includes the Licensed Materials if the inclusion of such materials might be construed, directly or indirectly, to be similar to Programs offered by Licensor or to be competitive with the businesses conducted by the Licensor at the time of the termination.

3. Limitation. Nothing in this Confidentiality Agreement shall prohibit Licensee from contracting for interpreter services, or collaborating with interpreters in its community, as necessary to serve Licensee's patient population and/or as required by applicable law.

4. Enforcement and Remedies.

a. Licensee acknowledges and agrees that by virtue of the duties and responsibilities attendant to Licensee's relationship with Licensor and the unique and special knowledge and information concerning the Licensed Materials, Licensor will suffer irreparable loss and damage if the Licensee breaches or violates any of the covenants and agreements contained in this Confidentiality Agreement. The Licensee, therefore, agrees and consents that, in addition to any other remedies available to Licensor under this Confidentiality Agreement or at law or equity, Licensor shall be entitled to an injunction to prevent a breach or threatened breach by Licensee of any of the terms and conditions of this Confidentiality Agreement.

b. In addition to the rights and remedies set forth in paragraph 4.a, if the Licensee breaches the provisions of this Confidentiality Agreement, then (i) Licensor may exercise any and all rights and remedies that it may have under law or equity, and (ii) the Licensee shall pay all attorneys' fees and costs Licensor may incur in enforcing its rights thereunder.

c. The existence of any claim or cause of action of the Licensee against Licensor, whether predicated on this Confidentiality Agreement or otherwise, shall not constitute a defense to the enforcement by Licensor of these covenants. Each of the rights, obligations, covenants and provisions stated in this Confidentiality Agreement and the remedies provided for breach thereof shall survive termination of this Confidentiality Agreement and of the License, regardless of the reason for such termination.

d. ALL ACTIONS, CASES, SUITS AND PROCEEDINGS IN CONNECTION WITH THIS AGREEMENT SHALL BE HEARD WITHOUT A JURY. ALL PERSONS AFFECTED BY THIS AGREEMENT SPECIFICALLY WAIVE ALL RIGHT TO A TRIAL BY JURY.

5. Additional Provisions.

a. Entire Agreement. This Confidentiality Agreement is a part of the Agreement.

b. Severability. The provisions of this Confidentiality Agreement are severable and if any one or more provisions may be determined by a court of competent jurisdiction to be illegal or otherwise unenforceable in whole or in part, the remaining provisions and any provision partially enforceable shall be binding and enforceable. If a court determines that any of the provisions of this Confidentiality Agreement are unenforceable for any reason, then the parties agree that the court should determine the extent of the restraints reasonably necessary to protect Licensor's business interests, and the parties agree to be bound by such determination.

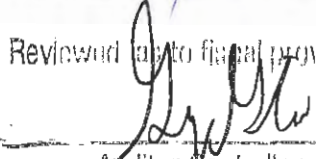
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ACKNOWLEDGMENT

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY AGREEMENT, THAT THIS CONFIDENTIALITY AGREEMENT CONTAINS TERMS AND CONDITIONS THAT REQUIRE LICENSEE TO PERFORM AND ADHERE TO CERTAIN DUTIES AND OBLIGATIONS BOTH DURING AND SUBSEQUENT TO THE TERMINATION OF ITS RELATIONSHIP WITH LICENSOR. LICENSEE HAS VOLUNTARILY ENTERED INTO THIS CONFIDENTIALITY AGREEMENT ON THE DATE HEREOF AND HEREBY EXECUTES THIS CONFIDENTIALITY AGREEMENT FREELY AND WITHOUT DURESS OF ANY KIND.

IN WITNESS WHEREOF, the parties have executed and sealed this Confidentiality Agreement below intending it to be an instrument under seal and a specialty.

CROSS-CULTURAL COMMUNICATIONS, LLC
By  Marjory A. Bancroft, CEO
Natividad Medical Center 
Dr. Gary Gray, Chief Executive Officer

Reviewed and to fiscal provisions

Auditor-Controller
County of Monterey 11/22/16

SCHEDULE D



Cross-Cultural Communications (CCC) Product Returns Policy

A product return request must be received in writing no later than 30 calendar days after original date of purchase. Original shipping and handling charges paid by the customer will not be refunded and the customer must ship returned items to CCC at customer's own expense.

Only products in new, resellable condition will be accepted for returns. We do not accept returns of DVDs. We recommend packing products tightly with paper or air pouches to help ensure safe delivery. We also recommend that customers ship returns via a trackable shipping service. CCC will not be responsible for issuing a refund until products have been returned to our office.

Each return will be charged a 15% restocking fee. The restocking fee is calculated from the sale price of the returned product(s). S&H is excluded from the restocking fee calculation.

Refunds will be issued in the same manner in which original payment was made. Credit card payments will be refunded to the customer's credit card. Purchases made by check will be refunded by check.