

License Agreement

This License Agreement ("Agreement") is made and entered into on 11th August, 2026, ("Effective Date") between the Board of Trustees of the University of Illinois, a body corporate and politic of the state of Illinois ("University"), acting through its Office of Technology Management, 1853 Polk Street, Suite 446, Chicago, Illinois, 60612, and _ County of Monterey, a political subdivision of the State of California, on behalf of the County of Monterey Health Department_ , and having a principal place of business at _ 1270 Natividad Rd. Salinas, CA. 93906_ ("Licensee") (collectively, University and Licensee shall be "the Parties").

WHEREAS, University is the owner of the entire right, title and interest in the copyrighted work entitled "Diabetes Empowerment Education Program™" ("DEEP™"), a training program for diabetes self-management education that includes materials for diabetes educators as well as participants, and desires to have the content of DEEP™ distributed for public use and benefits; and

WHEREAS, University is the owner of the entire right, title and interest in the trademark and service mark DEEP™, when used in connection with the DEEP™ training program;

WHEREAS, Licensee is in the business of providing-health education services and desires to use DEEP™ to educate participants on self-management of diabetes (the "Purpose"); and

WHEREAS, Licensee has employees or contractors who the University has certified as a Senior Master Trainer (as defined below), Senior Trainer (as defined below), Lead Trainers (as defined below) or Peer Educators (as defined below) in the use of DEEP™ to effectuate the Purpose; and

WHEREAS, Licensee wishes to acquire access to DEEP™ so that it may oversee the use of DEEP™ for the Purpose;

NOW THEREFORE, and for valuable consideration, the Parties hereby agree as follows:

1. The following terms shall be defined as follows:

"Senior Master Trainer" shall mean an individual who is an employee or contractor of Licensee trained for the Purpose by University personnel with the responsibility for the DEEP™ program; Senior Master Trainers are authorized to train Senior Trainers, Lead Trainers, and Peer Educators for the Purpose.

"Senior Trainer" shall mean an individual who is an employee or contractor of Licensee trained for the Purpose by University personnel with responsibility for the DEEP™ program; Senior Trainers are authorized to train Lead Trainers and Peer Educators for the Purpose.

“Lead Trainer” shall mean an individual who is an employee or contractor of Licensee trained for the purpose by a Senior Trainer; Lead Trainers are authorized to train Peer Educators for the Purpose

“Peer Educator” shall mean an individual who is a community healthcare worker and an employee or volunteer of Licensee and who is trained for the Purpose by a Senior Trainer or Lead Trainer; Peer Educators are only authorized to work with participants for the Purpose and may not train other Peer Educators, Lead Trainers or Senior Trainers.

“Authorized Location(s)” means with respect to the Program, the corresponding authorized location(s) specified in Attachment A. Licensee may add additional Authorized Locations for the Program after payment of the applicable Fees specified in Section 13 of this Agreement and written notice to UIC of the additional location(s) through submission of updated Attachment A.

Licensee shall limit the use, delivery, and distribution of the Program and Program Materials exclusively to its internal staff for implementation under the Licensee’s County Health Department. Licensee shall not provide, distribute, sublicense the Program Materials to any third-party. Locations such as community sites or other partner facilities shall be Authorized Locations, provided that Licensee retains full control over Program delivery and Program Materials at all times.

If any third-party requests access to Program Materials, seeks to deliver the Program independently, or otherwise use the Program outside the scope of this Agreement, Licensee shall decline such request and direct the third-party to obtain a license directly from UIC. Licensee may direct third-parties to: University of Illinois at Chicago, Office of Technology Management, 446 College of Medicine West, MC-682, 1853 W Polk St, Chicago, Illinois 60612; Email: commercializeotm@uic.edu.

Any additional or different Authorized Locations for the Program require a written amendment to this Agreement, signed by both parties.

“Program” shall mean Diabetes Empowerment Education Program™ (DEEP™) implementation, inclusive of Program Materials and Program Trademarks, train-the-trainer trainings and community workshops.

“Program Materials” means, with respect to each Program, all Instructor and Participant Manuals, guides, forms, questionnaires, documentation, educational and other materials pertaining to such Program (excluding Website) and any addition, modification, enhancement, or update to any of the foregoing provided by UIC to Licensee pursuant to this Agreement.

Program Trademarks ” means, with respect to the Program, the use of DEEP™, as trademark and/or logo, or any modified version of them or substitute thereof.

“Licensee Administrator” means the person identified by Licensee who will have access to the Program Materials and Program Trademarks, with authorization under the Licensee to make and distribute copies for the Purpose. The Licensee Administrator will also serve as the primary contact for reporting requirements as outlined in section 11.

“Trained Personnel” shall mean Senior Master Trainers, Senior Trainers, Lead Trainers and Peer Educators.

2. University grants to Licensee permission to make copies of the Program Materials as needed to achieve the Purpose for the Authorized Location(s) provided in either electronic or hardcopy form, and to distribute such materials and copies to the specific Trained Personnel identified in Appendix A. Licensee will identify a Licensee Administrator for the distribution of such materials. Trained Personnel may make copies as needed for their own, internal, non-commercial, educational and research purposes related to the Program and the training of participants. University also grants to Licensee and to the Trained Personnel permission to use the Program Trademarks in connection with the Program, and to promote the Program to the public. For the purposes of this Agreement, educational and research purposes is limited to training given to participants.
3. Licensee and Trained Personnel identified in Appendix A hereby agree that each copy of the Program Materials shall contain the following attribution: DEEP™ was developed at the University of Illinois-Chicago by the Midwest Latino Health Research, Training and Policy Center. Licensee hereby agrees that each copy of the Program Materials shall also include the following copyright notice: “©The Board of Trustees of the University of Illinois 2012-2025. All rights reserved. Permission to use these materials may be obtained from the University of Illinois.”
4. Licensee and Trained Personnel identified in Appendix A may not use the Program Materials except as expressly authorized herein.
5. University hereby reserves to itself all rights not expressly granted herein, including, but not limited to the right to create Derivative Works of the Program Materials. For the purposes of this Agreement, the term “Derivative Works” shall be coextensive with the definition of that term under United States Copyright Law, 17 USC § 101.
6. Licensee and Trained Personnel may not commercially exploit the Program Materials, or any material derived from or based upon the Program Materials.
7. No rights to any future versions of the Program Materials are transferred under this Agreement, and no such rights to future versions may be implied under this Agreement.

8. The Program Materials are transferred “AS IS,” and University expressly disclaims any and all warranties in the Program Materials. UNIVERSITY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, RELATING TO PERFORMANCE, MARKETABILITY, TITLE OR OTHERWISE IN ANY RESPECT RELATED TO THE Program MATERIALS. UNIVERSITY FURTHER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE NON-INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR ANY OTHER RIGHTS OF THIRD PARTIES IN CONNECTION WITH THE PROGRAM MATERIALS. LICENSEE, THE ORGANIZATIONS AND THEIR SPECIFIC PERSONNEL IDENTIFIED IN APPENDIX A, ASSUME THE ENTIRE RISK AND RESPONSIBILITY FOR THE SAFETY, EFFICACY, PERFORMANCE, DESIGN, MARKETABILITY, TITLE, AND QUALITY OF ALL PRODUCTS AND SERVICES. This provision does not create third-party beneficiary rights. Nothing herein waives, limits, or expands any immunities, defenses, limitations of liability, caps, or other protections available to either Party under applicable state or federal law.
9. Licensee and Trained Personnel identified in Attachment A hereby assume all liability related to its use of the Program Materials, and hereby indemnify and hold harmless the University and its affiliates, including its trustees, directors, officers, faculty, staff, students, employees, consultants and agents from and against all loss, damage, cost and expense, including reasonable attorneys’ fees which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from Licensee’s or Trained Personnel use of the DEEP™ materials by Licensee, its employees or volunteers, or the Educators who are trained by Senior Master Trainers or Senior Trainers identified in Appendix A or by any Lead Trainer, or the Peer Educators who work with participants in the community, or due to or arising in any manner from any statements, acts or omissions, whether sounding in tort, contract, or other legal theory. Licensee hereby agrees that it shall obtain the written agreement of each Lead Trainer and Peer Educator to be bound under the terms of this agreement.
10. The term of this Agreement shall be five (5) years from the Effective Date. Licensee and Trained Personnel identified in Appendix A hereby agree that it shall cease using all Program Materials, and the DEEP™ trademark and service mark, after the term of this Agreement expires.
11. Licensee agrees to make written reports yearly on or before December 31 of each calendar year during the Term to the Office of Technology Management detailing the number of Lead Trainers, Peer Educators trained and community workshops held using DEEP™. Reports should be emailed to DEEP-info@uic.edu or submitted through.
12. Prior to any distribution or use of the Program Materials, Licensee shall obtain the written agreement of each Trained Personnel that they are bound by the terms of this Agreement (including Section 6).

13. In consideration of the permission granted above, Licensee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days from when Licensee's certified invoice is submitted to the County Auditor Controller's Office for payment .The License Fee in the amount of six hundred U.S. Dollars (\$600) shall be paid to UIC within thirty (30) days from the certified invoice .

Licensee shall pay an additional Fee in the amount of one hundred U.S. dollars (\$100) per any additional Authorized Location specified in Attachment A or after the submission of an annual report. There is no annual program renewal Fee. To continue offering the Program at Authorized Locations after expiration of this Agreement, Licensee must take a new license.

All payment(s) shall be payable to "Board of Trustees of The University of Illinois" and sent to the following address:

Office of Technology Management
University of Illinois at Chicago (MC 682)
1853 West Polk Street, Suite 446
Chicago, IL 60612-7335
Phone 312-996-7018 Fax 312-996-1995

14. Licensee acknowledges and agrees that additional fees may apply for the certification and recertification of Trained Personnel as well as for the purchase of Program Materials. These fees are established and published by the University on its official website at www.otm.uic.edu and may be amended from time to time at the University's sole discretion. Licensee further acknowledges that all certifications and recertifications for Trained Personnel are issued exclusively by the University of Illinois and will not be granted, renewed, or recognized unless and until all required certification or recertification documentation has been submitted in full and all applicable fees have been received and processed by the University.

15. Licensee agrees to pay all applicable fees in accordance with the published schedule prior to participation in any certification or recertification training, or prior to receiving access to Program Materials beyond those initially provided under this Agreement. Failure to remit required documentation or payment may result in denial, suspension, or revocation of certification and/or access to Program Materials.

16. Insurance. Each Party agrees to maintain, at its own expense, insurance coverage sufficient to cover its liabilities under this MOU, including but not limited to the indemnity obligations set forth herein.
- a. General Liability Insurance: Comprehensive or commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage.
 - b. Workers' Compensation and Employers' Liability Insurance: Coverage as required by law, including Employers' Liability limits of not less than \$1,000,000 per accident.
 - c. Professional Liability Insurance (if applicable): Coverage for errors and omissions with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

Upon request, each Party shall provide the other Party with a certificate of insurance or evidence of coverage demonstrating compliance with these requirements.

A Party may satisfy its insurance obligations through self-insurance, provided it maintains sufficient financial resources to meet or exceed the required coverage limits and provides written verification of such self-insurance upon request.

17. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect thereto. Except as provided in Section 14, this Agreement may not be amended, supplemented, or modified, except by an instrument in writing signed by both parties.
18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed the same agreement. A fax or other copy of this Agreement shall be treated as an original for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first written above.

THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS

Licensee:

By: Paul N. Ellinger 06/12/2026
Paul N. Ellinger, Interim Comptroller Date

By: _____
Signature Date

Suseelan Pookote 06/12/2026
Signature of Comptroller Delegate Date
Suseelan Pookote, Director, OTM

Printed Name: _____
Title of Signatory: _____

Approved as to Form

DocuSigned by:

Stacy Saetta
C0ECE1B99F444A9...

Stacy Saetta

6/18/2026 | 1:25 PM PDT

Chief Deputy County Counsel

Approved as to Fiscal Provisions

DocuSigned by:

Patricia Ruiz
E79EF64E57454F6...

Patricia Ruiz

6/24/2026 | 9:54 AM PDT

Auditor Controller Analyst I

Approved as to Liability Provisions

DocuSigned by:

David Bolton
3E7A6EF11DD8446...

David Bolton

6/23/2026 | 2:20 PM PDT

Risk Manager

Appendix A

The Licensee Administrator will be Name: _____ Email: _____ Phone: _____

Authorized Locations shall include: _____

The following individuals are permitted to receive Program Materials from Licensee if they have attended and successfully completed a training, given by an authorized Trained Personnel. Each individual signing Appendix A acknowledges that they have read, understand, and agree to be bound by the terms of the License Agreement.

Name	Authorized Location	Signature

NEL_DEEP_UIC-CountyOfMonterey

Final Audit Report

2026-06-12

Created:	2026-06-09 (Central Daylight Time)
By:	Sujit Saravanan Sujit Kaarthik (kaart002@uic.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJQ6EIJJy4I1_C5-7PhxdWBjbly3j6mi
Number of Documents:	1
Document page count:	9
Number of supporting files:	0
Supporting files page count:	0

"NEL_DEEP_UIC-CountyOfMonterey" History

-  Document created by Sujit Saravanan Sujit Kaarthik (kaart002@uic.edu)
2026-06-09 - 3:32:11 PM CDT- IP address: 128.248.81.178
-  Document emailed to mharte@uillinois.edu for approval
2026-06-09 - 3:39:21 PM CDT
-  Email viewed by mharte@uillinois.edu
2026-06-12 - 1:55:50 PM CDT- IP address: 73.247.8.31
-  Agreement viewed by mharte@uillinois.edu
2026-06-12 - 1:55:58 PM CDT- IP address: 73.247.8.31
-  Signer mharte@uillinois.edu entered name at signing as Michael Harte
2026-06-12 - 1:56:11 PM CDT- IP address: 73.247.8.31
-  Michael Harte (mharte@uillinois.edu) authenticated with Adobe Acrobat Sign.
2026-06-12 - 1:56:13 PM CDT
-  Document approved by Michael Harte (mharte@uillinois.edu)
Approval Date: 2026-06-12 - 1:56:13 PM CDT - Time Source: server- IP address: 73.247.8.31
-  Document emailed to Suseelan Pookote (spookote@uic.edu) for signature
2026-06-12 - 1:56:15 PM CDT
-  Agreement viewed by Suseelan Pookote (spookote@uic.edu)
2026-06-12 - 2:34:40 PM CDT- IP address: 98.206.32.161

✓ Suseelan Pookote (spookote@uic.edu) authenticated with Adobe Acrobat Sign.

2026-06-12 - 2:35:07 PM CDT

✍ Document e-signed by Suseelan Pookote (spookote@uic.edu)

Signature Date: 2026-06-12 - 2:35:07 PM CDT - Time Source: server- IP address: 98.206.32.161 - Signature Appearance Selected: IMAGE

✉ Document emailed to Tamira Davis (tdavis17@uic.edu) for delivery

2026-06-12 - 2:35:09 PM CDT

📧 Email viewed by Tamira Davis (tdavis17@uic.edu)

2026-06-12 - 2:36:03 PM CDT- IP address: 104.47.58.254

✓ Tamira Davis (tdavis17@uic.edu) authenticated with Adobe Acrobat Sign.

2026-06-12 - 2:36:26 PM CDT

📧 Agreement viewed by Tamira Davis (tdavis17@uic.edu)

2026-06-12 - 2:36:27 PM CDT- IP address: 38.124.71.128

✍ Document receipt acknowledged by Tamira Davis (tdavis17@uic.edu)

Receipt Acknowledgement Date: 2026-06-12 - 2:36:33 PM CDT - Time Source: server- IP address: 38.124.71.128

✓ Agreement completed.

2026-06-12 - 2:36:33 PM CDT