This website (the “Website”) is a service of the Rx for Change: Clinician-Assisted Tobacco Cessation Program (“the Program”). Work performed at the University of California San Francisco (“UCSF”) has resulted in the development of the Rx for Change: Clinician-Assisted Tobacco Cessation curricular materials (“Licensed Material”). The Rx for Change Licensed Materials include the following components:

1. Rx for Change PowerPoint teaching slides, video segments (counseling sessions, tobacco trigger tapes, etc.), case scenarios, ancillary program handouts, and other Rx for Change program materials
2. Rx for Change curriculum binder, including all introductory materials (e.g., faculty coordinator’s guide), print-outs of curriculum slides and instructor notes, case scenarios and instructor guidelines, ancillary program handouts, and other program materials
3. Access to downloadable files (described in item 1, above) from this Website (http://rxforchange.ucsf.edu)

All of the Licensed Materials made available through this Website as well as the Rx for Change Program are provided to you subject to your agreement to be bound by specified terms and conditions (“Terms and Conditions”) included in the License included here. These Terms and Conditions govern use of the Licensed Materials and Rx for Change Program and this Website including, without limitation, all content such as text, information, images, applications and audio and all services made available to you by the Program and through the Website. Please read these Terms and Conditions carefully before you agree to them and access or use the Website or any Program materials.

BY CLICKING ON THE “I ACCEPT” BUTTON, YOU AGREE TO BE BOUND BY THE DESCRIBED TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION. IF YOU DO NOT AGREE WITH ONE OR MORE OF THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE WEBSITE OR PROGRAM MATERIALS. The Program developers reserve the right to revise and modify these Terms and Conditions at any time, and your continued access or use of the Licensed Material and Website after such revisions or modifications indicates your acceptance of these Terms and Conditions as revised or modified. It is the responsibility of the Licensee to review these Terms and Conditions regularly during the terms of this License.

LICENSE AGREEMENT

The Regents of the University of California owns the copyrights to the Licensed Material and seeks to license others to use the Licensed Material for non-commercial, teaching, educational, and research purposes.
THIS AGREEMENT is entered into by and between you ("Licensee"), having a principal place of business as designated in your online registration, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("The Regents"), a California Corporation, whose legal address is 1111 Franklin Street, 12th Floor, Oakland, CA 94607-5200 on behalf of its University of California, San Francisco School of Pharmacy.

Licensee desires to use the Licensed Material and The Regents desires to provide Licensee with permission to use the Licensed Material in order to implement a tobacco cessation training program at Licensee’s facility, including Licensee’s employees, residents, or students.

The Regents and Licensee agree as follows:

1. **GRANT.** The Regents grants Licensee a non-exclusive, nontransferable, revocable right to reproduce, distribute, perform publicly, and display publicly the Licensed Material for non-profit, educational and research use only, without the right of sublicense. Licensee shall not acquire any ownership rights with respect to intellectual property rights in the Licensed Material and Licensee agrees to jointly assign to The Regents any intellectual property rights in the Licensed Material that it may acquire such as through development of derivative works based upon the Licensed Material.

2. **TITLE.** All right, title, and interest in and to the Licensed Material, including but not limited to, copyright and copyright rights, shall at all times remain with The Regents.

3. **RIGHTS TO USAGE AND MODIFICATION.** The Regents shall retain the right to use and make modifications to the Licensed Material at their sole discretion and this Agreement shall not obligate The Regents to distribute to Licensee any such future modifications. The parties further acknowledge and agree that The Regents shall not be obligated to provide Licensee with any new interpretations that may be necessitated to the Licensed Material.

4. **DELIVERY AND MAINTENANCE.** Upon acceptance of this License, The Regents will provide Licensee with access to the Licensed Material through its Website. The Regents have no obligation to provide support or maintenance services for the Licensed Material.

5. **COPYRIGHT.** Licensee acknowledges that the Licensed Material is a copyrighted work and as such is protected by the copyright laws of the United States and by international treaties. Licensee shall treat the Licensed Material in confidence and shall not use, copy, or disclose, nor permit any of its personnel to use, copy or disclose the same for any purpose that is not specifically authorized under this Agreement. Licensee agrees that the Licensed Material shall be used solely for educational, non-commercial, not-for-profit purposes. Licensee further agrees
that it will not provide the Licensed Material to any other individual or organization not specifically authorized by this Agreement.

6. **LIMITED WARRANTY.** Licensed Material is a research and education product and is being provided to Licensee “as is”, without any accompanying services from The Regents. Nothing in this Agreement shall be construed as conferring by implication, estoppel, or otherwise any license or right under any intellectual property of The Regents other than The Regents’ rights in the Licensed Material identified herein.

EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE, THE REGENTS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE LICENSED MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS.

THE REGENTS DOES NOT WARRANT THAT THE LICENSED MATERIAL OR USE OF IT MEETS THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL REGULATIONS OR GUIDELINES. LICENSEE HAS AN INDEPENDENT OBLIGATION TO COMPLY WITH APPLICABLE LAWS, INCLUDING, BUT NOT LIMITED TO, HIPAA, AND THE LICENSED MATERIAL IS PROVIDED TO LICENSEE ONLY FOR LICENSEE’S CONVENIENCE. NOTHING IN THIS AGREEMENT OR IN THE PARTIES RESPECTIVE PERFORMANCES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LICENSEE’S USE OF LICENSED MATERIAL, SHALL BE INTERPRETED AS AN ASSUMPTION OF LIABILITY ON THE PART OF THE REGENTS FOR LICENSEE’S COMPLIANCE OR FAILURE TO COMPLY WITH ANY LEGAL OBLIGATION.

7. **LIMITATION OF LIABILITY.** THE REGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR ANY OTHER TYPE OF DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF LICENSED MATERIALS BY LICENSEE, ITS AFFILIATES, PARENT COMPANY, OR JOINT VENTURERS, REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, INTELLECTUAL PROPERTY, INFRINGEMENT, OR OTHER ACTION, AND WHETHER LICENSEE HAS INFORMED THE REGENTS OF ANY POSSIBLE DAMAGES. THE LICENSED MATERIALS ARE NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT IN THE TREATMENT OR DIAGNOSIS OF PATIENTS. THE LICENSED MATERIALS ARE NOT TO BE USED BY CONSUMERS AS A SUBSTITUTE FOR MEDICAL CARE.

8. **VIRUSES.** The Regents does not guarantee that the Program or Website will be free of viruses, disabling devices, or other code that exhibits or initiates destructive action. Licensee is
responsible for ongoing implementation of measures to protect the integrity of Licensee's computer system.

9. LINKS TO OTHER WEBSITES. The Website contains links to relevant tobacco-related resources. Provision of these links does not imply that the Program or its developers endorse their use or content. Licensee is responsible for reviewing the terms and conditions of other websites and for using these sites at Licensee's own risk.

10. INDEMNIFICATION. The Licensee agrees to indemnify, defend and hold harmless The Regents, its officers, agents, and employees from and against any and all claims, liabilities, demands, damages, losses, costs and expenses (including costs and reasonable attorneys' fees) or claims for injury or damages arising out of or related to the Licensee's performance hereunder, including those that are caused by or result from Licensee's use of the Licensed Material, including but not limited to, any use of the Licensed Material that is not authorized under this Agreement.

11. USE OF NAMES. Nothing in this Agreement shall be construed as conferring rights to use in advertising, for publicity or otherwise any trademark, trade name, service mark or the name of "University of California", "The Regents of the University of California", or any abbreviation thereof. However, the use of these names as associated with the copyright notice for the Licensed Material shall not be restricted.

12. USE OF TRADE-MARKS. Within the Licensed Material and the Website, names, words, titles, phrases, logos, designs, graphics, and icons are provided. The Terms and Conditions of this license do not grant the Licensee use of these items outside of the licensed use of the Program and Website.

13. TERM. The term of this Agreement shall be for the life of the last to expire copyright covering the Licensed Material unless terminated by either party as set forth in Article 14 (Termination).

14. TERMINATION. Licensee may terminate this Agreement at any time by providing 60 days written notice to The Regents, which notice may be provided electronically to the address noted in paragraph 15. The Regents may terminate this Agreement if Licensee is in material breach of the terms contained herein by providing written notice to Licensee of the breach of contract, and provided the breach of contract has not been cured in all material respects within 30 days after Licensee's receipt of such notice. In the event of termination of this Agreement, Licensee shall immediately cease use of the Licensed Material and return the Licensed Material to The Regents or provide verification of its destruction, including any copies contained in any storage apparatus or medium.

15. NOTICES. Any notice or other communication required or permitted to be given to either party hereto shall be deemed to have been properly given provided it is delivered to the party at the
respective address set forth in the registration process, or to such other address as may be
designated by written notice provided by the party, and shall be deemed to be effective on the
date of delivery if delivered in person, or on the date of mailing if delivered by certified mail.

Communications to the University should be addressed to:

THE UNIVERSITY OF CALIFORNIA Office of Technology Management
185 Berry Street, Suite 4603, San Francisco, CA 94107
Telephone: (415) 353-4462
Attention: Joel B. Kirschbaum, Ph.D.
        joel.kirschbaum@ucsf.edu

Communications regarding the content or use of the Licensed Materials or the Website should be
directed to the attention of Karen S. Hudmon, Dr.P.H., Program Administrator, at:

Department of Pharmacy Practice
Purdue University School of Pharmacy & Pharmaceutical Sciences
Wishard Health Services, W7555 Myers Building, 1001 W. 10th Street
Indianapolis, IN  46202-2879
Telephone: (317) 613-2315 extension 311

rfxc@pharmacy.ucsf.edu

16. SEVERABILITY. The provisions of this Agreement are severable, and in the event that any
provision of this Agreement shall be determined to be invalid or unenforceable under any
controlling body of law, such invalidity or enforceability shall not in any way affect the validity or
enforceability of the remaining provisions hereof. In addition, the parties shall negotiate in good
faith on replacement language intended to express the parties’ intent in a manner that is valid
and enforceable.

17. AUTHORITY. Licensee represents that the individual who executes this Agreement on behalf of
Licensee is authorized to do so by Licensee.

18. APPLICABLE LAW. The law of the State of California, without regard to its conflicts of laws
provisions, is applicable to this Agreement.

19. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties and
supersedes all prior written or oral agreements with respect to the subject matter hereof.

Upon clicking “I ACCEPT”, Licensee agrees to be bound by all of the terms and conditions of this License
Agreement and to have executed this Agreement as of the date notice of acceptance is received and
accepted by The Regents. Notice of The Regents’ acceptance shall be provided to Licensee at Licensee’s e-mail address provided during the online registration process.

I ACCEPT