



MARC Aging Mastery Program Agreement with Organizations Implementing NCOA Aging Mastery Program® Classes

AGREEMENT

This Agreement is between Mid-America Regional Council (MARC) and Raytown C-2 School District Organization, hereinafter, referred to as “Organization;” collectively known as the “Parties.”

This mutual agreement delineates the relationship between MARC and Organization as the Organization agrees to offer the Aging Mastery Program (AMP) to constituents in a manner consistent with the National Council on Aging (NCOA) Aging Master Program Guidelines, which are laid out in the *Implementation and Fidelity Guide*.

The Aging Mastery Program, a program of NCOA, will be offered to constituents (or consumers) of Organization in an effort to provide a structured program to help today’s and tomorrow’s older adults take key steps to improve their well-being, add stability to their lives and strengthen ties to communities. Three curricula are incorporated in the AMP Program: 1) Core curriculum, 2) Caregiver Curriculum and 3) Jewish AMP Curriculum. MARC, which holds the Greater Kansas City regional license for AMP, will provide support for facilitator training, program implementation and evaluation.

The Parties shall mutually agree to perform in accordance with this Agreement as of the 29 day of May, 2019.

AGREEMENT

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the parties agree as follows:

1. **DEFINITIONS.** In addition to any terms defined in the text of this Agreement, the following capitalized terms are defined as follows:
 1. **“NCOA Client Administrator”** means an employee or contractor of MARC who is subject to the same license restrictions and obligations of confidentiality and who is authorized by MARC to administer the Program on its behalf, including managing Program Sessions and related documents for Participants and reporting of Program metrics to NCOA.
 2. **“Organization”** means aging services or other not-for-profit organization in the MARC Service Region, which are qualified to administer the AMP Program and any other organization in the MARC Service Region approved in writing by NCOA.
 3. **“Organization Administrator”** means an employee or contractor of the Organization who is subject to the same license restrictions and obligations of confidentiality and who is authorized by the Organization to deliver the AMP Program on its behalf, including managing Program Sessions and related documents for Participants and reporting of Program metrics to MARC.
 4. **“Affiliate”** means any corporation or other business entity controlled by, controlling, or under common control with a party. For this purpose, “control” means (i) direct or indirect beneficial ownership of fifty percent (50%) or more of the voting control, or (ii) the power to direct or cause the direction of the management and policies of such corporation or other business entity.
 5. **“AMP Program”** means, collectively, the Program and Content.

5. **“Content”** means the copyrighted Aging Mastery Program® educational and resource materials and content and information provided or referenced therein, including all text, methodologies, approaches, and organization and any additional materials, including training, demonstration and promotional materials developed and licensed by NCOA in connection therewith.
6. **“Educational and Research Purposes”** means, and is limited to, participating in and conducting in-person, community-based training sessions, and participating in NCOA-sponsored research activities regarding participation in, and effectiveness of, the AMP Program.
7. **“Local Agencies”** or **“Local Agency”** or **“Local Organization(s)”** means aging services and other not-for-profit organizations in the MARC service area who are qualified to administer the AMP Program and any other organization in the MARC service area approved in writing by NCOA.
8. **“Participant”** means an individual assigned to participate in a Program Session.
9. **“Participant Data”** means, collectively, (a) all demographic, healthcare and related program information relating to any Participant, including, without limitation, demographic data and data developed or obtained by NCOA, MARC or a Local Agency with respect to any Participant in connection with the provision of the AMP Program, whether from NCOA, Participants, Client, Local Agencies or others, individually or collectively; and (b) all reports, compilations, analyses, or any other works derived from such information.
10. **“Program”** means the community-based copyrighted incentive-based educational program developed by NCOA currently known as the Aging Mastery Program®, including curriculum, program materials for distribution to Participants, methods, methodologies, approaches, training materials, organization and know-how, together with any improvements, modifications and subsequent versions made generally available to third parties by NCOA during the Term.
11. **“Program Agreement”** means a written agreement granting license rights, subject to license restrictions, to the AMP Program and Administrative Tools containing terms and conditions approved by NCOA and which are no less restrictive than the terms and conditions of this Agreement.
12. **“Program Session”** means a community-based educational session or sessions, conducted in-person for the purpose of implementing and/or participating in the AMP Program.
13. **“Administrative Tools”** means, collectively, all administrative tools and other resources concerning the Program made available by NCOA to MARC and Local Agency administrators to assist with administration of the AMP Program and evaluation of Participants’ participation in the AMP Program, including electronic versions of AMP Program documents and online access to usage metrics and AMP Program materials. Administrative Tools are not accessible by Participants.
14. **“MARC Service Region”** means the following nine-county Kansas City metropolitan area: Cass County, Missouri; Clay County, Missouri; Jackson County, Missouri; Johnson County, Kansas; Leavenworth County, Kansas; Miami County, Kansas; Platte County, Missouri; Ray County, Missouri; and Wyandotte County, Kansas.

SECTION I

MARC and the Organization agree to the following:

The Organization agrees to the following:

1. To implement the AMP Curriculum following the NCOA guidelines as described in the AMP Community section of the online tool and in the Facilitator's Guides (Core Curriculum, Caregivers Curriculum, and Jewish Curriculum).
2. To ensure compliance with all quality standards and guidelines concerning the AMP Program provided in writing by NCOA and MARC.
3. To provide the venue for Organization sponsored AMP programs.
4. To provide staff or volunteers to facilitate all AMP classes.
5. To ensure staff or volunteer facilitators participate in the **mandatory** Facilitator Training provided by MARC and/or NCOA.
6. To ensure that facilitators are made aware of the MARC hosted quarterly Facilitator Network meetings. Make every effort to attend the meetings.
7. To purchase Curriculum Kits from NCOA at the cost of \$60 per Participant (Core) and the Caregiver Curriculum or Jewish Curriculum at the cost of \$75 per Participant when creating a new AMP session.
8. To register Participants and collect fees from the Participants, unless Organization has funds to cover the costs on behalf of Participants.
9. To report to NCOA on the number of Participants enrolled in each AMP Program session so that appropriate fees may be charged to the Organization sponsoring the AMP program in the greater Kansas City area. All such fees shall be due and payable within thirty (30) days of invoice from NCOA. Organization shall be solely responsible for determining the pricing for participation in the AMP Program by its Participants, as well as billing and collection of such fees from Participants.
10. Restriction Guidelines, including:
 - a) To access and use the AMP program solely for its own business use for educational purposes. Organization shall not use the AMP Program or any documentation or materials for an unlawful purpose and shall cause its Participants to comply with this restriction.
 - b) Organization shall not
 - i) copy or modify the AMP Program;
 - ii) distribute, disclose, market, rent, lease, transfer or otherwise distribute or provide the AMP Program to any third party except as provided for as a local agency to be served under the Regional License;
 - iii) create any derivative work of the AMP Program; or
 - iv) modify or remove any copyright, trademark or other proprietary notices contained on or in the License Program and related materials without the express **prior** written consent of NCOA or MARC.
 - c) Organization may not sublicense, distribute, display or make available the AMP Program, or any portion of it, to any third party except as specifically allowed in the above section, and may not copy, or create any derivative works based on the AMP Program or any portion of it.
11. Submit all AMP marketing and publicity materials to MARC for approval **prior** to release and/or distribution.
12. Promptly notify MARC and NCOA of any errors or problems relating to AMP.
13. Maintain records of AMP Participant attendance and participation for at least three years from date of events.
14. Submit to NCOA and MARC, according to NCOA guidelines, documentation of Participant attendance and evaluation data at conclusion of each AMP program (within two weeks of the last session).

Mid-America Regional Council (MARC) Agrees to the following:

1. Under the guidance of NCOA, provide Facilitator Training to Organization.
2. Provide quarterly scheduled Facilitator Quarterly Network Meetings.
3. Provide marketing templates for organization's use, create a flier organizations will use to promote their AMP classes, if requested, and provide limited promotional assistance.
4. Provide general technical assistance to Facilitators, e.g., email, telephone support, and in person support when appropriate.
5. Provide additional training programs, as needed.
6. Work with Organizations to assist in identifying content experts, if requested.
7. Comply with NCOA's fidelity and quality standards and guidelines, and as such, approve all marketing and publicity materials used by organization.
8. Inform organization of NCOA AMP curriculum revisions, changes in the online AMP Community, or other changes in NCOA practices or guidelines.

SECTION II

1. **AMP License.** NCOA has granted to MARC a limited, nonexclusive and revocable license to use the AMP Program and to make the AMP Program available to Organizations solely for education and research purposes. NCOA has also granted MARC a limited, nonexclusive and revocable license to use the Administrative Tools and to make them available to Organizations for the sole purpose of supporting the management of the AMP Program by MARC and Organization's Administrators. Organization does not have any right to use the license for the AMP Program or Administrative Tools for other purposes. Organization agrees that it will not sublicense, distribute, display or make available the AMP Program or AMP Administrative Tool to a third party in any form, or copy, modify or make any derivative work utilizing the AMP Program, in whole or in part.
2. **Limited License to Trademarks.** NCOA has granted to MARC a limited, personal, nonexclusive, nontransferable and revocable license to use NCOA's name and approved logo and trademarks solely for purposes of promoting the AMP Program. Any such use by Organization shall be in accordance with NCOA instructions and in compliance with any guidelines provided by NCOA.
3. **Disclaimer of Warranties.** NCOA has granted use of the AMP Program to MARC on an "as is" basis. MARC has agreed to monitor its use by Organization and to extend the disclaimer of warranties to Organization regarding any implied warranty of merchantability, fitness for a particular purpose, non-infringement or arising from a course of dealing, usage, or trade practice are disclaimed to the maximum extent allowed by applicable law.

SECTION III

1. **Term.** This Agreement and the license rights granted herein shall commence on the Effective Date and expire on January 31, 2019 (the Initial Term). This Agreement may be renewed by both parties for additional terms.
2. **Termination without cause.** Parties may terminate this Agreement at any time without cause by giving the other Party a 30-day written notice of termination.
3. **Continuation of License Rights.** If this Agreement is not extended by both parties at the end of the Initial Term or subsequent terms because MARC decides to not renew its Agreement with NCOA, and if the Organization desires to continue to offer the AMP Program, the Organization will be entitled to enter into a direct Agreement with NCOA and continue to use the AMP Program.
4. **Termination with cause.** MARC may terminate this Agreement at any time by giving written notice to Organization if MARC determines that the Organization is in breach of Section II.1. AMP License or the provisions of the NCOA *Implementation and Fidelity Guide*.
5. **Return of Materials.** Any rights to use or access the AMP Program shall cease upon expiration of the Term. Organization shall discontinue all use of the AMP Program and return to NCOA or destroy any and all copies of the AMP Program.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

Organization Raytown C-2 School District ATTEST:

(Name) Danielle Nixon 

(Title) Director of Communications & Community Relations

Mid-America Regional Council

ATTEST:

David A. Warm, Executive Director

To submit:

- BY MAIL: Print, fill out, sign and mail to Cathy Boyer-Shesol, Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, MO 64105; OR
- BY EMAIL: Print, fill out, sign, scan and email to Cathy Boyer-Shesol, cboyer@marc.org .