



## Instructions for Completing the License Agreement

This License Agreement is between your organization and MaineHealth. It gives your organization permission to use the A Matter of Balance © materials, train Lay Leader Coaches and offer A Matter of Balance programming. Please fill in the name of your organization in the blank spaces, not the name of the Master Trainer.

1. Do not edit, add or remove text from the License Agreement.
2. If you work for a federal or state government agency, please contact [MOBLICENSE@mainehealth.org](mailto:MOBLICENSE@mainehealth.org) for a copy of our government License to be able to add applicable federal or state laws or statutes.
3. This License Agreement is not a training agreement. If you need an invoice, or training agreement please contact [PFHA@mainehealth.org](mailto:PFHA@mainehealth.org)
4. Date: Enter the date that the signatory for your organization signed the License. The date on page 1 should match the date of your signatory on page 2.
5. The License Agreement needs to be signed and dated by a legally authorized signatory (someone legally authorized to act on behalf of the organization, i.e., CEO, President, Executive Director, etc.) on page 2.
6. Please list the names of all active Master Trainers at your organization including the names of individuals attending this training on page 3. You must fill out this License Agreement even if your organization had a License Agreement in the past. \*\*
7. Keep a copy of this License Agreement for your records.
8. Return the completed and signed License Agreement to [MOBLICENSE@mainehealth.org](mailto:MOBLICENSE@mainehealth.org)
9. License Agreements must be returned no later than 30 days before the start of the training.

\*\* If your organization is sending more than one person to the Master Trainer Session, only one License Agreement needs to be completed. It is not necessary to fill out a separate License Agreement for each person from the same organization.



### License to Use A Matter of Balance/Lay Leader Model ©

THIS AGREEMENT is entered into this date \_\_\_\_\_, by MaineHealth, a not-for-profit corporation incorporated in the  
of Maine with a principal business at 110 Free Street, Portland, Maine, 04101 and,

\_\_\_\_\_  
(Organization Name)

located at \_\_\_\_\_

\_\_\_\_\_  
(Organization Address)

Whereas the MaineHealth holds title to training materials including a comprehensive facilitator manual entitled “A Matter of Balance: Lay Leader Model” (“MOB”); and Whereas, \_\_\_\_\_  
desires to acquire the right to use MOB in order to, among other things, train 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 \_\_\_\_\_  
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. Licensee shall have at least one Master Trainer on the License Agreement at all times to be able to utilize the License. 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, \_\_\_\_\_ 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 pursuant to this Agreement.

5. *Responsibility for Acts or Omissions.* \_\_\_\_\_ 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 agrees that it will terminate use of the MOB. At end of the initial 3-year term, and each subsequent three-year term, there will be a \$300.00 License Renewal fee for access to the materials and continued technical support and training to implement the program. The license shall automatically renew upon the payment of the required renewal fee. Should MaineHealth terminate the License prior to the end of the renewal term without good cause, MaineHealth shall reimburse Licensee for the prorated portion of the renewal fee.

8. *Qualifications for Licensure:* There must be at minimum one certified Master Trainer on the License Agreement to oversee the program implementation. If \_\_\_\_\_ does not have a certified Master Trainer to implement the program then all A Matter of Balance classes must stop, and the license will be inactive until such time as a new Master Trainer is certified by MaineHealth. The Licensee shall provide written notice to MaineHealth of any Master Trainers added to or removed from their License.

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

**MaineHealth**



Organization Name

Signature

**Albert G. Swallow III**  
**Chief Financial Officer**  
**MaineHealth**

Printed Name and Title

**207-661-7120**

Phone

**01/02/2024**

Date

Rev 2024

Your Organization Name

Legally Authorized Signature (sign in blue ink) (i.e., CEO, President, Executive Director)

Printed Name and Title of Authorized Signatory

Phone

Email Address

**Master Trainer(s) covered under this license:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

**E-mail: [MOBLICENSE@mainehealth.org](mailto:MOBLICENSE@mainehealth.org)**

**Fax: 207-661-7540**

**PLEASE KEEP A COPY FOR YOUR RECORDS.**

Questions? Please call 207-661-7120.