

LICENSE TO USE AND REPRODUCE MATERIALS OF THE VETERINARY HEALTHCARE COMMUNICATION (VHC) CURRICULUM

("TAMU VMBS")

("Licensee")

This license agreement ("Agreement") is entered into effective July 1, 2026 (the "Effective Date") between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas on behalf of the College of Veterinary Medicine & Biomedical Science ("TAMU VMBS"), and "Licensee".

BACKGROUND

Whereas, the mission of Veterinary Healthcare Communication ("VHC") is to advance the quality of healthcare, including veterinary healthcare, by optimizing the experience and process of healthcare communication. This is accomplished by creating and disseminating innovative educational programs and services; advocating for the importance of communication as an essential aspect of healthcare; engaging in collaborative research on communication in healthcare; and partnering with other leading organizations that share its vision. TAMU VMBS has developed a series of VHC educational programs to further its mission. TAMU VMBS is willing to permit certain veterinary schools to present these educational programs through their qualified employees or designees, subject to certain requirements.

Whereas, Licensee desires to conduct certain of the VHC educational programs, and TAMU VMBS desires to grant Licensee the right to conduct such programs, in accordance with this Agreement.

The parties agree as follow:

1. TERM OF AGREEMENT

The initial term of this Agreement shall begin on the Effective Date and shall end on June 30, 2027. This Agreement may be renewed for additional one year terms until either party provides written notice of termination to the other in accordance with this Agreement. The term "Year" means an academic year beginning on July 01 and ending on June 30 of the next calendar year.

2. PROGRAMS AND SUPPLY OF MATERIALS

A. TAMU VMBS shall provide to Licensee certain materials (the "Materials") related to each educational program developed by TAMU VMBS under the VHC curriculum that is checked below (each, a "Module"):

- ☒ Module I: Building Teams that Work
- ☒ Module II: Getting the Story
- ☒ Module III: Roles and Choices
- ☒ Module IV: Euthanasia
- ☒ Module V: Just Give 2 BID: Enhancing Adherence
- ☒ Module VI: It Goes Without Saying: Nonverbal Communication
- ☒ Module VII: Eye of the Beholder: Difficult Interactions between Veterinarian and Clients
- ☒ Module VIII: Elephant in the Room: Money in the Veterinarian Client Relationship
- ☒ Module IX: Strangers in Crisis: Partners in Care
- ☒ Module X: Are We Good Here?: Speaking of Ethics
- ☒ Module XI: Breaking the Silence: Disclosing Medical Errors
- ☒ Module XII: Easy for You to Say: Communication Within the Healthcare Team
- ☒ Module XIII: Building TRUST
- ☒ Module XIV: Compassion Fatigue: Caring until it hurts
- ☒ Module XV: Clear the Air: Tools for Managing Team Conflict and Enhancing Team Collaboration
- ☒ Module XVI: The Power of Feedback
- ☐ Other (please specify)

The Materials will include an electronic copy (by disk or email) of the Module workbook (the "Workbook") and may further include, as applicable for each Module, a manual for the Trainer, print copies of the Workbook, slides, tapes, DVDs, and/or textbooks. The Trainer will receive a physical copy of the Materials during the Faculty Development Course (defined in Section 4.C), and TAMU VMBS will provide the electronic copy of the Workbook to Licensee upon Licensee's payment of the licensee fee pursuant to Section 5.

B. During the term of this Agreement, TAMU VMBS will provide Licensee with updates, if any, to any of the Materials. Any such updates shall be part of the Materials for purposes of this Agreement.

3. LICENSE AND DISTRIBUTION OF MATERIALS

Subject to the terms of this Agreement, TAMU VMBS grants Licensee a limited, non-exclusive, non-transferable right and license during the term of this Agreement, to the extent necessary to successfully implement the Module(s), to: (A) use the Materials solely to conduct the Module(s); (B) reproduce the Materials in hard copy or digital format and distribute the Workbooks, Slides, and Videos except as otherwise permitted in this Agreement; and (C) modify the Module(s) and any corresponding Materials, as well as print, copy or upload and distribute the modified Materials, only to the extent required by Licensee's educational/curriculum needs to conduct the Module(s) and subject to Section 7 (Fidelity).

4. OWNERSHIP AND RESTRICTIONS ON USE

A. TAMU VMBS owns all rights, title, and interest, including copyright, in the Modules and the Materials. Licensee may only use the Materials for the limited purposes set forth in this Agreement and may not otherwise sell, transfer, distribute, publish, reproduce, copy, or modify the Materials, in whole or in part, without TAMU VMBS's prior written permission. This includes use of Module or other Materials for live or videotaped professional presentation (face-to-face, or e-learning format) outside of the university curriculum. Licensee is required to contact TAMU VMBS about use of Modules or other Materials at professional venues outside of the university curriculum to assess whether additional training and coaching/certification is needed. With the exception of the Workbooks, none of the Materials may be printed, copied, or otherwise reproduced by Licensee, but they are available for purchase through TAMU VMBS.

B. All Materials and reproductions thereof must contain the copyright notice and any other intellectual property or proprietary rights legends as they appear in such Materials as provided by TAMU VMBS to Licensee.

C. Prior to conducting a Module, the faculty member in charge of conducting the Module on behalf of Licensee (the "Trainer") must have completed TAMU VMBS's training workshop to learn how to conduct the course Module and use the Materials for such Module (the "Faculty Development Course"). If Licensee at any time during the term of this Agreement wishes to replace the Trainer or have any other person become a Trainer for any Module, Licensee must notify TAMU VMBS and require any such potential new Trainer to complete the applicable Faculty Development Course prior to conducting any Module.

D. Licensee is required to contact TAMU VMBS for prior permission and final review of the use of Module or other Materials, in full or in part, as part of online curriculum development. TAMU VMBS will review the content and format of any planned online materials for alignment with educational goals. If any such use is accessed through fees over and above usual tuition fees, TAMU VMBS may require a separate revenue-sharing agreement governing the online use of TAMU VMBS content.

5. LICENSE FEES

For the right during the applicable term of this Agreement to use the Materials and make copies of the Module other Materials as provided in this Agreement, Licensee will pay TAMU VMBS: (A) upon execution of this Agreement for the annual term, a license fee of \$2,250.00 (USD) for one (1) Year, plus or minus \$250.00 for each month that the initial term exceeds or is less than one Year; and (B) within thirty (30) days of the date of TAMU VMBS's invoice for any renewal term, \$2,250.00 (USD).

A separate and additional fee may apply for use of Materials as part of online curricula, subject to individual negotiation, as specified in Section 4(D).

6. MODULE PARTICIPANTS

Veterinarians and students enrolled in an accredited veterinary school program, and other veterinary professionals such as veterinary technicians, assistants, etc. are eligible to participate in the Module(s) offered by Licensee ("Participants"). No other students, professionals or other persons are eligible to participate in the Module(s) offered by Licensee without written notice to and permission sought from TAMU VMBS.

7. FIDELITY

A. Based on the academic and/or organizational needs, standards, requirements, expectations and resources of the Licensee, it is understood that the Modules, in full or in part, will be embedded into the curricula or educational program in a manner that will preserve fidelity to the objectives and principles of the VHC curriculum. To this end, it is understood that the Licensee may make minor adaptations to achieve the transferability of selected Modules to enhance and/or complement the Licensee's educational curriculum.

B. The use, adaptation and teaching of TAMU VMBS Modules is limited to faculty members employed by Licensee who have fully completed TAMU VMBS's veterinary communication faculty course "Train-the-Trainer".

C. Upon reasonable notice and at reasonable times and at TAMU VMBS's expense, TAMU VMBS may from time to time review Licensee's books and records to the extent they relate to the modification and/or presentation of any Module, and may observe Licensee's presentation of the Modules and courses that incorporate any part of a Module, to confirm Licensee's compliance with this Agreement. Any such examinations and observances shall be subject to reasonable confidentiality restrictions.

8. THE INSTITUTE ATTRIBUTION

Licensee will prominently utilize TAMU VMBS's name in announcing and promoting the Modules or describing the courses that include any of the Materials, and acknowledge TAMU VMBS's role in furthering the effectiveness of healthcare communication throughout the veterinary healthcare community, and will utilize the Materials as they have been delivered to Licensee by TAMU VMBS in accordance with this Agreement.

9. TERMINATION

Either party may terminate this Agreement at any time upon at least sixty (60) days prior written notice to the other party. TAMU VMBS may terminate this Agreement at any time upon notice to Licensee if Licensee materially breaches this Agreement and fails to cure the breach after reasonable opportunity, or if, in TAMU VMBS's sole opinion, Licensee fails to conduct any of the Modules or Materials to TAMU VMBS's standards.

10. POST-TERMINATION

A. Upon termination or expiration of this Agreement, Licensee shall: (i) promptly return or destroy, at TAMU VMBS's option, all copies of the Workbooks (or any portions of them) on hand; (ii) immediately cease reproduction of the Workbooks and other Module materials; (iii) not modify any of the Materials or use any modified Materials previously made; and (iv) not refer to TAMU VMBS in connection with any Licensee program or course. Licensee may continue to teach the Module(s) within Licensee's curriculum after termination of this Agreement, provided that it has the Trainer(s) to teach the relevant Module(s), but Licensee will have to purchase from TAMU VMBS the Workbooks (and any other Materials) to be used, and Licensee may not modify the Materials.

B. If this Agreement is terminated by TAMU VMBS due to Licensee's breach or failure to meet TAMU VMBS's standards as provided in this Agreement, or by Licensee for any reason, then TAMU VMBS shall have no obligation to refund any amount of the license fee(s) paid. If TAMU VMBS terminates this Agreement for convenience and such termination is effective during the initial term or a renewal term, then TAMU VMBS will refund to Licensee a pro rata portion of the license fee for the then-current term, based upon the number of months remaining in such term.

11. DISCLAIMER OF WARRANTY AND LIMITATIONS OF LIABILITY

A. It is TAMU VMBS's good faith belief that the Modules and the Materials are appropriate for their intended audience, however, TAMU VMBS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE MODULES OR MATERIALS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. TAMU VMBS disclaims all liability and shall not be accountable under any legal theory for any outcome resulting from any use by Licensee of the Modules and/or Materials.

B. In no event shall either party be liable for punitive, indirect, incidental or consequential damages,

whether based in contract, tort, or any other legal theory and irrespective of whether such party has been advised of the possibility of any such damages.

12. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties relating to this subject matter and supersedes all prior and contemporaneous agreements and understandings relating to this subject matter. This Agreement may only be amended or superseded by a written agreement signed by authorized representatives of both parties.

13. GOVERNING LAW

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement. Venue for any claim arising out of or related to this Agreement must be as provided by Texas law.

14. NOTICES

Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, in each case, addressed to the intended recipient at the address set forth at the end of this Agreement or such other address as the intended recipient may specify in writing.

15. WAIVER AND SEVERABILITY

Neither party waives a provision of this Agreement by failing to enforce that provision. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

16. STATE AGENCY

TAMU VMBS is an agency of the State of Texas and nothing in this Agreement waives or relinquishes TAMU VMBS's right to claim any exemptions, privileges, and immunities as may be provided by law.

Please send notices to:

**Texas A&M University College of
Veterinary Medicine & Biomedical
Science**
Email: cet@cvm.tamu.edu

