

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Council on Aging

Department contract file name (use effective date): NationalCouncilonAging_AgingServices_20240401

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Aging Mastery Program License

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: National Council on Aging

Effective Date: 04/01/2024

Approved by: Commissioners

Date approved by the BOC: 04/15/2024

Ending Date: 4/1/2026

Total Amount: \$3,500 start-up cost, \$500 additional site license, and participant kits at \$60 each.

Please Return Contract to:

Name: Ashlyn Martin

Email:

ashlyn.martin@chathamcountync.gov

Special Instructions for Clerks Office:

Contract was approved by the BOC on 4/15/24 as it will auto-renew. Thank you!

2. Department Head or his/her designee has read the contract in its entirety.

By: Ashlyn Martin (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract



AGING MASTERY PROGRAM® AGREEMENT– AGENCY DISTRIBUTION MODEL

THIS AGING MASTERY PROGRAM® AGREEMENT (the "Agreement"), effective as of April 1, 2024 ("Effective Date") is made by and between the National Council on Aging, Inc., with offices located at 251 18th Street South, Suite 500, Arlington, VA 22202 ("NCOA") and Chatham County, a government organization, having principal offices at 12 East Street, Pittsboro, NC 27312 ("Client").

BACKGROUND

NCOA is the nation's leading nonprofit service and advocacy organization representing older adults and the community organizations that serve them. NCOA works with local and national partners to give older adults tools and information to stay healthy and secure, and advocates for programs and policies to improve the lives of older adults. Consistent with NCOA's mission of improving the lives of millions of older adults, NCOA has developed an incentive-based educational program currently known as the Aging Mastery Program® (the "Program"), designed to provide seniors the education, information and resources they need to improve their health and wellness.

Client is an organization serving older adults and wishes to utilize the Program for the benefit of older adults and NCOA wishes to make the Program available to Client, on the terms and conditions described in this Agreement.

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:

1.1 **"Administrator"** means an employee of Client or contractor of Client who is subject to the same license restrictions and obligations of confidentiality and who is authorized by Client to administer the Program on its behalf, including managing Program Sessions and related documents for Participants and reporting of Program metrics to Client.

1.2 **"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 (50%) percent 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.

1.3 **"AMP Program"** means, collectively, the Program and Content.

1.4 **"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.

1.5 “**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.

1.6 “**Local Agencies**” or “**Local Agency**” means aging services or other not-for-profit organizations in the Territory who are qualified to administer the AMP Program and who are listed on Exhibit A.

1.7 “**Participant**” means an individual assigned to participate in a Program Session.

1.8 “**Participant Data**” means, collectively, (a) all demographic, healthcare and other information relating to any Participant and which is provided or utilized in connection with participation in the AMP Program, including, without limitation, demographic data and data developed or obtained by NCOA, Client 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.

1.9 “**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 AMP Program clients by NCOA during the Term.

1.10 “**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.

1.11 “**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.

1.12 “**Administrative Tools**” means, collectively, all administrative tools and other resources concerning the Program made available by NCOA to Client 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.

1.13 “**Territory**” means the following jurisdiction(s): Chatham County, North Carolina.

2. LICENSE GRANT

2.1 **Grant of License to the AMP Program.** Subject to the terms and conditions of this Agreement, including payment of applicable fees, NCOA hereby grants to Client a limited, personal, nonexclusive, and revocable license during the Term, to use the AMP Program and to make the AMP Program available to Participants, Local Agencies and their respective Participants solely in the Territory and solely for Educational and Research Purposes. In addition, NCOA hereby grants to Client a limited, nonexclusive and revocable license during the Term, to use the Administrative Tools and to make available to Local Agencies for its respective internal business purposes solely for access by Administrators to manage the AMP Program on Client’s or Local Agencies’ behalf for the benefit of Participants for Educational and Research Purposes.

2.2 *License Limitations.*

2.2.1 The foregoing license to make the AMP Program and Administrative Tools available to Local Agencies is contingent upon Client causing each Local Agency to execute a Program Agreement containing terms and conditions no less restrictive than the terms and conditions of this Agreement. Such Program Agreements shall prohibit Local Agencies from sublicensing, transferring or assigning any of their respective license rights to the AMP Program or Administrative Tools to any third party in any manner, in whole or in part. Client shall remain responsible and liable for any acts and omissions of each Local Agency and its personnel in administering the AMP Program. In addition, Client shall be fully responsible and liable for any acts, omissions and breaches of this Agreement by its Participants and third party contractors.

2.2.2 Client shall ensure that the Local Agencies do not sublicense, distribute, display or make available the AMP Program to any third party in any form, or copy, modify or make any derivative works utilizing the AMP Program, in whole or in part. Client shall be fully responsible and liable for any acts, omissions and breaches of this Agreement by the Local Agencies.

2.2.3 Client may not, and shall ensure that the Local Agencies do not, sublicense, distribute, display or make available the Administrative Tools to Participants or any third party in any form, or copy, modify or make any derivative works utilizing the Administrative Tools, in whole or in part.

2.2.4 Client 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 this Section 2 and may not copy, or create any derivative works based on the AMP Program or any portion of it. Except as provided in this Section 2, Client may not distribute, display, copy or make available the AMP Program or Administrative Tools to any party in any form (including physical media, online display or in video form). For clarity, Client is prohibited from making any portion of the AMP Program (including Administrative Tools) available to any third parties other than its own Participants and Local Agencies, which prohibition includes making the AMP Program available to any health plan, service provider, or other entity.

2.2.5 No license is granted for any other purpose other than described in this Section 2 and there are no implied license rights.

2.2.6 All rights not expressly granted in this Agreement are reserved by NCOA.

2.3 ***Restrictions on Use. Use of the AMP Program in any manner other than described in this Agreement is strictly prohibited.*** Client may access, use and distribute the AMP Program in accordance with the terms of this Agreement solely in the Territory and solely for Educational and Research Purposes. Client shall not, and shall ensure that the Local Agencies do not, use the AMP Program or any related documentation or materials for any unlawful purpose and shall cause its Participants to comply with this restriction. Without the express prior written consent of NCOA, Client shall not; a) copy or modify the AMP Program; b) distribute, disclose, market, rent, lease, transfer or otherwise distribute or provide the AMP Program to any third party; c) create any derivative work of the AMP Program; d) modify or remove any copyright, trademark or other proprietary notices contained on or in the License Program and related materials; or e) without the express prior written consent of NCOA, publish the results of any research concerning the AMP Program or performance benchmarks concerning the AP Program.

2.4 ***Training and Support.*** NCOA shall provide on-line access to initial AMP Program training session for purposes of introducing Client and its Participants to the AMP Program and training Administrators in conducting the AMP Program, including use of AMP Program materials and Administrative Tools. In addition, NCOA shall provide general email and telephone support during customary NCOA business hours at such email address and number as designated by NCOA. Such support shall be provided to no more than two (2) designated representatives of Client to answer implementation questions concerning the AMP Program. NCOA may also

provide additional training programs during the Term as determined by NCOA in its sole discretion, provided however that NCOA will review and consider input from Client concerning possible improvements and additions to training protocols and training materials for implementation of the AMP Program.

2.5 **Quality.** Client shall, and shall cause the Local Agencies to, comply with all quality standards and guidelines concerning the AMP Program provided in writing by NCOA from time to time. Failure by Client or any Local Agency to maintain such quality standards in utilizing the AMP Program shall constitute a breach of this Agreement, enabling NCOA to terminate this in accordance with the provisions of Section 7.3. NCOA will provide guidance on the quality standards as part of the Training and Support described in Section 2.4.

2.6 **Sublicense Restrictions.** Client shall not (i) grant to any Local Agency greater rights to the AMP Program or Administrative Tools than the rights permitted under this Agreement (ii) make any false or misleading representations concerning the AMP Program and/or representations which are inconsistent with the AMP Program descriptions provided by NCOA; (iii) promote, market, distribute, sell, resell, license or sublicense AMP Program or Administrative Tools in any geographic location except the Territory; or (iv) promote, market, distribute, sell, resell, license or sublicense the AMP Program or Administrative Tools with any product, service offering or materials other than those provided by NCOA and subject to the terms of this Agreement. Client shall obtain any and all Program materials directly from NCOA and shall not modify, supplement or alter any such materials without the express prior written consent of NCOA in each instance.

2.7 **Contracting Process.** Subject to the terms and conditions of this Agreement, Client may provide access to the AMP Program and Administrative Tools to Local Agencies, solely to conduct Program Sessions for Educational and Research Purposes. NCOA shall provide Client the form of Program Agreement for use with Local Agencies. Prior to granting any access to the AMP Program or Administrative Tools to any Local Agency, Client shall cause each Local Agency to execute a Program Agreement. The terms and conditions of all Program Agreements, including but not limited to the warranties, limitations of liability and scope of license grant, license restrictions, indemnification, and intellectual property provisions, shall be at least as restrictive (in NCOA's favor) as the terms and conditions set forth in this Agreement, unless NCOA expressly agrees otherwise in a writing signed by an authorized officer. Client shall provide a copy of all final Program Agreements to NCOA upon execution.

3. OWNERSHIP RIGHTS/ USE OF MARKS

3.1 **AMP Program.** Client acknowledges and agrees that as between Client and NCOA, NCOA exclusively owns all right, title and interest in and to the AMP Program and AMP Program materials, including the Administrative Tools and all modifications, improvements and derivative works derived therefrom, including without limitation any and all copyrights, patents, trade secrets, trademarks and other intellectual property rights therein.

3.2 **Feedback.** Client grants NCOA a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the AMP Program (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Client or any Local Agency or Participant related to the operation or content of the AMP Program, including Administrative Tools.

3.3 **Limited License to Trademarks.** Subject to the terms and conditions of this Agreement, including payment of applicable fees, NCOA hereby grants to Client a limited, personal, nonexclusive, nontransferable, non-sublicensable, non-assignable and revocable license during the Term, without the right to sublicense or assign, to use NCOA's name, and approved logo, service marks, tradenames and trademarks (collectively "NCOA Marks") solely for Client's internal use for purposes of promoting the AMP Program to potential Participants in the United States. Any such use or display shall be in accordance with NCOA instructions and in compliance with any branding or other guidelines provided by NCOA. All rights not expressly granted in this Agreement are reserved to NCOA.

3.4 **Trademark License Limitations.** Client agrees not to take any actions which are harmful to, or inconsistent with, NCOA's rights in its name, NCOA Marks and other business names. Except as expressly provided in Section 3.2, Client does not acquire any rights and is not granted any rights or licenses under any trademarks or other intellectual property rights of NCOA or any of its Affiliates and may not use the foregoing for any purpose without the express prior written consent of NCOA. Client acknowledges and agrees that NCOA owns all right, title and interest in and to the NCOA name, NCOA Marks and other business names. Client shall not use or display the NCOA name, other business names or any NCOA Marks, including the "Aging Mastery Program" name or trademarks in connection with any qualitative or comparative descriptions of Client's products, services, facilities or other offerings or results, or any endorsement or other inducement to purchase, sell or use Client's products or service offerings. Any description of Client or its products or service offerings in connection with the AMP Program or display of the NCOA Marks must be solely value-neutral descriptions.

4. NONDISCLOSURE

4.1 **Confidentiality Obligations.** Client agrees to hold the AMP Program and any information relating to this Agreement (including, without limitation, the AMP Program, Program materials, Administrative Tools and Participant data) and any information obtained by Client or its representatives regarding the AMP Program or its use) (collectively referred to as the "**Confidential Information**") in strict confidence and not to use or disclose the Confidential Information, in whole or in part, except as expressly permitted in this Agreement or otherwise with the prior written consent of NCOA. Client may disclose the Confidential Information to employees of Client, but only to the extent they have a need to know to conduct the AMP Program and Client has advised them that such information is Confidential. Client agrees to instruct any such employees in advance who will have access to the AMP Program that they must comply with the restrictions set forth in this Agreement.

4.2 **Exceptions.** Client shall have no obligation to maintain the confidentiality of any information which (a) is or becomes publicly available without breach of this Agreement; (b) is rightfully received by Client from a third party without an obligation of confidentiality and without breach of this Agreement; (c) is developed independently by Client without access to or use of the Confidential Information; or (d) has been approved for release by prior written authorization of NCOA.

5. DISCLAIMERS

5.1 **Changes to AMP Program.** Client understands, acknowledges and agrees that: a) the AMP Program may be revised and/or supplemented by NCOA from time to time; and b) the AMP Program may contain errors, design flaws or other problems which may not be corrected by NCOA. If changes are made to the program, NCOA will disclose those changes so that the Client will ensure that it continues to deliver the most current version of the AMP Program and meets NCOA's Quality Standards.

5.2 **Disclaimer of Warranties.** CLIENT AGREES THAT THE AMP PROGRAM IS BEING PROVIDED TO CLIENT AND THE LOCAL AGENCIES ON AN "AS IS" BASIS. CLIENT ASSUMES ALL RISKS WITH RESPECT TO USE OF THE AMP PROGRAM AND AGREES TO MONITOR ITS' USE OF THE AMP PROGRAM AS WELL AS THE USE BY THE LOCAL AGENCIES AND RESULTS OBTAINED USING THE AMP PROGRAM. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL NCOA OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE

DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE AMP PROGRAM, EVEN IF NCOA OR ITS SUPPLIERS OR LICENSEORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TERM/ TERMINATION

7.1 **Term.** This Agreement and the license rights granted herein shall commence on the Effective Date and expire twenty-four (24) months after the Effective Date (the “**Initial Term**”). Thereafter, this Agreement will automatically renew for successive periods of one (1) year, unless a party provides the other written notice of its intent not to renew within thirty (30) days prior to the expiration date of the then-current term (the Initial Term and any renewal terms, collectively, the “**Term**”). This Agreement may also be immediately terminated by NCOA upon Client's or its representatives' or Participants' breach of Section 2 (license rights) and/or Section 4 (nondisclosure) of this Agreement.

7.2 **Return of Materials.** Any rights to use or access the AMP Program shall cease upon expiration of the Term. Client shall, within two (2) days after the expiration or termination of this Agreement, discontinue all use of the AMP Program and return to NCOA or destroy (including purging from any system or storage media) any and all copies of the AMP Program and any other Confidential Information, including any notes, feedback and other materials relating to the AMP Program. If requested by NCOA, an officer of Client shall certify in writing to NCOA that all copies of the AMP Program and Confidential Information have been returned to NCOA or destroyed.

7.3 **Termination.**

7.3.1 Each party shall have the right, in addition to any other rights and remedies available to the party, to terminate this Agreement by written notice to the other party if the other party breaches any material provision of this Agreement and, in the case of a breach capable of cure, fails to cure such breach within thirty (30) days of the receipt by the breaching party of notice specifying the breach and requiring its remedy.

7.3.2 Upon any expiration or termination of this Agreement, the licenses granted hereunder shall immediately terminate, NCOA's obligations hereunder shall immediately cease, and, at a NCOA's request, the Client shall either promptly return and provide to the requesting party all documents and other material and all electronic or other copies thereof containing any Confidential Information of NCOA or destroy all such documents and other material and all electronic or other copies thereof. At NCOA's request, an officer of the Client shall certify to the requesting party that Client has complied with the terms of the preceding sentence respecting Confidential Information. The expiration or termination of this Agreement for any reason shall not affect any rights or liabilities of the parties which may have accrued prior to the date of expiration or termination.

7.3.3 NCOA may terminate this Agreement at any time upon thirty (30) days' advance written notice to Client in the event NCOA determines, in its sole discretion, to terminate the AMP Program. Continuation of any Program Sessions in progress as of the date of termination of this Agreement shall be subject, in each instance, to the prior written approval of NCOA.

7.4 **Survival.** The rights and obligations of the parties under Sections 3 (Ownership); 4 (Nondisclosure); 5 (Disclaimers); and 6 (Limitation of Liability) shall survive the expiration or termination of this Agreement for any reason.

8. ADDITIONAL OBLIGATIONS OF CLIENT

8.1 **Notice of AMP Program Issues.** Client shall promptly notify NCOA of any errors or problems relating to the AMP Program. Client shall cooperate with NCOA in identifying the source of and rectifying any such errors or problems.

8.2 **Reporting.**

8.2.1 Client shall utilize the Administrative Tools to provide NCOA information concerning Client's use of the AMP Program. Such information shall include the number of times the AMP Program was given; the dates of each Program Session; the number of Participants for each Program Session; the identities and titles of Client's representatives conducting the Program Sessions; and the nature and results of any research activities and benchmarking performed by Client during the applicable period.

8.2.2 From time to time during the Term, NCOA may request information or metrics concerning utilization of the AMP Program. Client shall promptly provide such information as may be reasonably requested by NCOA.

8.2.3 Client shall provide a detailed report of all AMP Program activities with respect to Local Agencies to NCOA on a calendar quarterly basis within thirty (30) days following the end of each calendar quarter. Such reports shall contain such information as requested by NCOA in its reasonable discretion, including without limitation: name of and address of Local Agency, contact information; number of Participants; and dates and location of Program Sessions. Client shall also provide NCOA a copy of all Program Agreements executed during such quarter.

8.3 **Marking/ Use of Trademarks.** Client shall not remove or modify any and all proprietary notices (including any copyright and trademark notices) contained on the AMP Program, or any part of it (including the Administrative Tools, Participant Materials and any content). Except as provided in Section 3.2, Client shall not use or display the name or trademarks, tradenames or service marks of NCOA or its Affiliates without the express prior written consent of NCOA in all instances. Client shall not allow any use of NCOA trademarks by any Local Agency, except as may be displayed in printed Program materials provided by NCOA. Any such use or display shall be in accordance with NCOA instructions and in compliance with any guidelines provided by NCOA.

8.4 **Fees.** Client shall pay the fees described in Exhibit B (Fees) for access to and use of the AMP Program and Administrative Tools during the Initial Term. NCOA may amend the pricing described on Exhibit B at any time, effective as of the commencement of the next subsequent renewal term, upon thirty (30) days' advance written notice to Client. Client (or a third party on its behalf, including a Local Agency, approved in writing by NCOA) shall report to NCOA the number of Participants enrolled in each Program Session so that appropriate fees may be charged to Client. All such fees shall be due and payable within thirty (30) days of invoice. Client shall be solely responsible for determining pricing for participation in the AMP Program by Local Agencies, as well as billing and collection of such fees from Local Agencies. Client shall pay all fees directly to NCOA and shall be responsible for any non-payment by Local Agencies.

9. GENERAL

9.1 **Analysis of Participant Data.** NCOA shall have the right to access, use, reproduce, compile, and/or aggregate any Participant Data for analytical, academic and other research purposes (including publication of research reports, articles, presentations and other academic materials), benchmarking and for purposes of extracting, obtaining and providing information related to the use and conduct of the AMP Program, provided that the Participant Data is compiled and presented in de-identified form only, without identifying the identity of the Participant (Participant Data in such de-identified form being referred to as the “**Aggregate Data**”). NCOA and its subcontractors shall also have the right to make derivative works of any Aggregate Data, including scholarly works and other publications derived from the Aggregate Data and such Aggregate Data may be used freely by NCOA and its subcontractors for any lawful purpose without a duty of accounting to Client. Client further agrees that NCOA may identify Client in works resulting from analysis of the AMP Program and use of the Aggregate Data as a participant in the AMP Program and source of such data. Aggregate Data shall not be considered Confidential Information under this Agreement. Client will be informed in writing of any publication including Client by name.

9.2 **Audit Rights.** Client shall, and shall cause the Local Agencies to, keep and maintain at all times during the Term and for a period of twelve (12) months thereafter (the “**Audit Period**”), complete and accurate books and records to permit substantiation and verification of compliance with this Agreement. NCOA and/or its representatives shall have the right during the Audit Period, upon no less than fifteen (15) business days prior written notice, to inspect, review and copy the books and records of Client, its subcontractors and the Local Agencies for the purpose of verifying compliance with the terms hereof and/ or assuring high quality implementation of the AMP Program by Client. For clarity, such audits may include, in NCOA’s discretion, review of the organizational and other capabilities of Local Agencies to conduct and administer the AMP Program. All audits shall take place at a location or locations mutually acceptable to Client and NCOA and at mutually agreed times during normal business hours and shall not unreasonably disrupt or interrupt the normal business operations of Client. NCOA shall pay the costs of such audits.

9.3 **Compliance with Laws/ Indemnity.** CLIENT AGREES TO COMPLY WITH ALL APPLICABLE LAWS IN CONNECTION WITH CLIENT'S, LOCAL AGENCIES' AND THEIR RESPECTIVE PARTICIPANTS' USE OF THE AMP PROGRAM, INCLUDING BUT NOT LIMITED TO LAWS CONCERNING PRIVACY AND INFRINGEMENT OF THIRD PARTY RIGHTS.

CLIENT SHALL INDEMNIFY NCOA, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES AGAINST LIABILITY TO THIRD PARTIES (INCLUDING GOVERNMENTAL AUTHORITIES) RESULTING FROM CLIENT'S AND THE LOCAL AGENCIES' AND THEIR RESPECTIVE PARTICIPANTS' USE OF THE AMP PROGRAM AND ANY FAILURE OF CLIENT, LOCAL AGENCIES AND/OR ITS PARTICIPANTS TO COMPLY WITH SUCH LAWS.

NCOA SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT AND OFFICERS, DIRECTORS AND EMPLOYEES FROM AND AGAINST ANY CLAIM BY ANY THIRD PARTY THAT THE AMP PROGRAM, AS USED IN CONNECTION WITH THIS AGREEMENT, INFRINGES A THIRD PARTY’S PATENTS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

9.4 **Injunctive Relief.** Client acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights and/or Confidential Information of NCOA may cause NCOA irreparable injury for which there are inadequate remedies at law, and, therefore, NCOA will be entitled to seek equitable relief in addition to all other remedies provided by this Agreement or available at law or in equity.

9.5 **Notices.** Any notice required or permitted to be given by either party under this Agreement shall be given in writing and shall be delivered either by hand (provided a written receipt is obtained indicating that such delivery was made), sent by a reputable overnight mail service (e.g., Federal Express), or by registered or certified mail (return receipt requested), or by facsimile or e-mail (with confirmation copies sent by registered mail) addressed to the receiving party at its address set forth above. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

9.6 **Assignment.** Client may not assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of NCOA. Any attempted assignment or delegation (by operation of law or otherwise) without NCOA's written consent will be void. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns.

9.7 **Waiver and Modification.** Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.

9.8 **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

9.9 **Controlling Law.** This agreement shall be construed and interpreted in accordance with the Federal laws of the United States and the laws of the District of Columbia, without regard to principles of conflicts of law thereof. The parties stipulate and agree that any litigation arising from or relating to this Agreement will be filed and prosecuted before a court of competent subject matter jurisdiction in the District of Columbia. The parties consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on the alleged inconvenience, inefficiency or unfairness of such courts.

9.10 **Headings.** Headings used in this Agreement are for ease of references only and shall not be used to interpret any aspect of this Agreement.

9.11 **Entire Agreement.** This Agreement, including all exhibits which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

9.12 **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be an original and together which shall constitute one and the same instrument. A copy of a digital or original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

NATIONAL COUNCIL ON AGING, INC.

CHATHAM COUNTY

By: _____

By:  _____

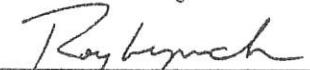
Name: _____

Name: Dan Lamontagne

Title: _____

Title: County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



Roy Lynch, Finance Officer

EXHIBIT A

LOCAL AGENCIES

<u>Agency Name</u>	<u>Principal Address</u>	<u>Address of each Additional Location</u>
Chatham County Aging Services	Pittsboro Center for Active Living 365 NC Highway 87 N. Pittsboro, NC 27312	Siler City Center for Active Living 112 Village Lake Rd. Siler City, NC 27344

**EXHIBIT B
FEES FOR EACH LOCAL AGENCY**

AMP® Pricing as of 4/13/2017

<i>Description</i>	<i>Cost</i>	<i>What is included</i>
One-time startup cost	<p>\$3,500 for the first location</p> <p>\$500 each for additional locations of the same organization (under 10 additional sites)</p> <p>\$250 each for additional locations of the same organization (more than 10 additional sites)</p>	<ul style="list-style-type: none"> • Planning, training from NCOA staff, technical assistance, and access to the online community and tools, marketing and recruitment materials to get the program started in your community, and sustainability tools to ensure future programmatic success. • Ongoing license to provide AMP, subject to rules of participation in program. Ongoing technical assistance, access to the online community and tools, and programmatic updates.
Core Curriculum Variable costs per participant per year	\$60 per participant for 10-class course (Local partners may choose to price the program higher to cover their costs of program delivery). Fees should be collected by client and paid to NCOA.	<ul style="list-style-type: none"> • Aging Mastery core program (10 classes) and related materials • AMP Daily Practices Log • AMP note book and pen • AMP tote bag •
Specialty Curriculum (Caregiver or Jewish-focused AMP) Variable costs per participant per year	\$75 per participant for 12-class course (Local partners may choose to price the program higher to cover their costs of program delivery). Fees should be collected by client and paid to NCOA.	<ul style="list-style-type: none"> • Aging Mastery core program plus the additional 2 classes and related materials • AMP Daily Practices Log • AMP note book and pen • AMP tote bag • AMP graduation pins and diploma templates
Post-core participation opportunities	\$5 per participant per class (Local partners may choose to price the program higher to cover their costs of program delivery.) Fees should be collected by client and paid to NCOA.	<p>Elective classes include:</p> <ul style="list-style-type: none"> • Aspirations (Bucket Lists) • Communicating with Your Doctor • Making the Most of Medicare • Your Home as a Strategic Asset • Nutritional Vital Signs: Preventing and Treating Malnutrition • Rightsizing Your Life • Memory Matters • Intergenerational Connections • Safe Home/Healthy Home
Evaluation	Variable	TBD based on desired interests and outcome measures.