

Restarting Institutional and Training License (RITL)

All Restarting program materials under this RITL are the sole property of Shepherd's House Inc. of Pasadena, California and its licensors. Use of these materials is licensed to the licensee under the following terms and agreements.

RITL Parties Under This Contract:

The Licensor:

Shepherd's House Inc. P.O. Box 40096 Pasadena, CA 91114	www.lifemodel.org materials@lifemodel.org Phone 626 794-3670 FAX 626 398-2466
EID 95-3269033	California Corporation 266396

The Licensee:

RITL Number
RITL Fee paid for first license period
Date of Purchase / start of license period
Name of Licensee
Organization (if different)
Facility where RITL will be used
Address
Phone
e-mail
Website

Note: A separate license will be required for each facility/site where separate copies of the DVDs are required. Virtual sites always require their own license. Please use a separate license form for each RITL needed.

Indicate the category for which you are obtaining this license:

- Licensed treatment programs - for profit
- Licensed treatment programs - not for profit
- Accredited schools - for profit
- Accredited schools - not for profit
- Recovery training programs - Certificate granted if any _____
- Recovery programs - closed groups but not licensed
- Virtual training programs
- Other _____

You must receive prior approval for other applications from SH. Indicate the name of the approving officer _____ and when approval was granted Date _____. If you checked "other" this contract is only valid with the authorized signature from Shepherd's House Inc. below. (Office use only.)

Shepherd's House Inc. authorized signer	Title
Signature	Date

The RITL is a contract between Shepherd's House Inc. (the licensor) and you the licensee named above. Shepherd's House Inc. is located in Pasadena, CA and this contract is made pursuant to the laws of California.

Section 1: RITL Terms

The following agreements are binding:

1. The RITL is valid for two years from the date of purchase.
2. RITL renewal fees are based on usage levels. By allowing a two year period to test this product before the need to renew your license, Shepherd's House Inc. hopes to establish a mutually satisfying renewal fee based on your actual usage, results and our program development.
3. The RITL provides you with non-exclusive rights to use the Restarting materials.
4. Each RITL licensee is responsible for their own use of the licensed materials and their results.
5. The licensee will operate within the laws and professional ethics that govern your

location, qualifications and operations. Failure to do so will result in the revocation of this RITL.

6. Purchase of a RITL does not create a business partnership with Shepherd's House Inc.
7. Purchase of a RITL does not constitute an endorsement of either the licensee or the licensee's work.
8. Shepherd's House promotes and encourages good outcome research by licensees, along with clear and honest disclosure of results of outcome research and will provide licensees with access to responsibly produced outcome studies that we have the rights to release.
9. No verbal agreements are valid; any previous agreements or contracts are nullified and replaced by this one. Any changes or amendments to this contract must be in writing and signed by both an authorized Shepherd's House representative and the licensee.

Section 2: Your RITL Rights

With this RITL:

1. You may charge a fee you set for the use of RITL materials.
2. You may use the licensed materials within one of the following:
 - A. A treatment program location.
 - B. A training program location.
 - C. A virtual training program.
 - D. Note: This contract allows the licensed material to be used in only one facility per license. A "virtual" program counts as one facility and requires its own RITL.
3. You may provide as many services, programs and classes at the same time as you can with one copy of the DVD video materials. In no case can additional copies be made.
4. You may use the licensed materials in either for-profit or not-for-profit programs.
5. You may use the licensed materials in either professionally licensed programs or non-professionally run programs.
6. You may use the licensed materials for closed participation groups or groups that are open to community participation.
7. Benefits provided to you under this license
 - A. 15% discount on manuals.
 - B. Discounts on promotional materials.
 - C. Discount on Restarting Home License DVDs.
 - D. Free upgrades during the license period.
8. You may advertise responsibly about your use of the RITL materials. (See also: **Section 5: Your Public and Publicity Statements About RITL Material.**)
9. You may use video content from the RITL video in DVDs in your advertising under these conditions:
 - A. You may use any video materials designed for advertising on the *Preview Restarting: Join the revolution of hope!* DVD. These include:

- a. Overview of Restarting 15 min.
 - b. Group announcement for promoting Restarting 90 seconds.
 - B. You may use multiple excerpts from the RITL DVD material itself, providing the clips are less than 60 seconds in length and the total running time for the clips together is less than 10 minutes.
 - C. Any additional use of video content requires written permission from Shepherd's House Inc.
10. Shepherd's House Inc. makes every effort to insure quality DVD production for our materials and will quickly replace any defective products. Contact materials@lifemodel.org for a rapid response. We will quickly replace disks lost or damaged by the licensee for a processing fee.

Section 3: Your RITL Responsibilities

To maintain your RITL rights:

1. The RITL materials must be used according to the program implementation parameters described in the Restarting materials. The licensee must provide proper training for staff or teachers in the necessary skills and procedures.
2. The RITL materials must be protected from unapproved distribution.
3. The RITL materials must be protected from unapproved access.
4. The RITL program must be honestly represented to the public. See also: **Section 5: Your Public and Publicity Statements About RITL Material.**
5. You are responsible for any unethical or criminal actions you take that discredit the licensed materials by the way you represent or use them.
6. You are responsible to be truthful and honest about the product and your associations with the product and its producers and distributors. You are responsible for any damages that arise from your violation of that integrity. These include but are not limited to the following:
 - A. Misrepresentation of products, services or relationships related to your RITL.
 - B. Loss of RITL materials due to unsecured access to files or copies.
 - C. Negligence in your protection of RITL materials in a virtual environment.
 - D. Illegal, unethical or unprofessional conduct on your part.
 - E. Violation of the terms of this contract.
7. You, the licensee agree to pay for any loss to Shepherd's House Inc. arising from your violation of contract terms and conditions including but not limited to:
 - A. lost revenue from illegal copies due to your violation of this contract.
 - B. the cost of any legal defense to Shepherd's House Inc., its Board of Directors, Board of Advisors, Board of Reference, staff, employees, distributors, agents and contributing authors due to your violation of this contract.
 - C. the cost of collection of any losses due to your violation of this contract.

Section 4: Your RITL Restrictions

Under the RITL you may not do the following:

1. No copying or duplication of the RITL materials is permitted.
2. No altering of the RITL program material by users is permitted without prior written approval from Shepherd's House Inc.
3. No copying of the materials for or by students/participants is permitted.
4. You may not re-license or resell the RITL materials to any other party regardless of the level of modification you have made for your use.
5. No electronic access to RITL materials that allows viewers to make copies is permitted.
6. No electronic access to RITL materials for people who are not covered by the license agreement is permitted. This means that you cannot give access to the licensed materials to people who are not currently and properly enrolled in your program.
7. See the contract section on "**Section 6: Use of the RITL Materials In a Virtual Environment Such as Internet or Intranet**" for additional conditions.
8. No false representations can be made about RITL content, benefits or appropriateness.
9. Possession of a RITL does not provide, and may not be represented as proof of credentials, qualifications, licensing, accreditation or competence by the licensee. Violation of this standard immediately voids this license agreement.

Initials _____.

10. Possession of a RITL does not provide, and may not be represented as proof of approval or endorsement by Shepherd's House Inc. of the licensee's program, suitability, methods, effectiveness, practices, beliefs, goals, staffing or implementation of the licensed materials. Violation of this standard immediately voids this license agreement.

Initials _____.

11. Possession of a RITL does not provide, and may not be represented as proof that the licensee is acting as an agent or representative of Shepherd's House Inc. Violation of this standard immediately voids this license agreement.

Initials _____.

12. No virtual treatment programs using the RITL material are permitted.
13. Use of the RITL materials outside the specific uses granted by the license is not permitted unless approved in advance and in writing by Shepherd's House Inc.
14. The licensee may not transfer the RITL materials to, or authorize the use of the materials by, other individuals, programs, organizations, ministries or churches. Use of the RITL materials is limited to the license holder.
15. No Restarting Institutional-Teaching License is transferable without the written agreement of Shepherd's House Inc. and, additional fees may apply. You may not transfer copies of the RITL materials to another entity unless they purchase an RITL (or one is purchased on their behalf.)
16. Public broadcast of the RITL materials by electronic means, cable networks, satellite,

optical or digital networks is not permitted except for excerpts shorter than 60 seconds for public education purposes or advertising as covered under **Section 5: Your Public and Publicity Statements About RITL Material.**

Section 5: Your Public and Publicity Statements About RITL Material

You may:

1. state that you are using *Restarting* and *Thriving Recovery* materials in your public statements and advertising.
2. claim any benefits from the RITL materials for which you have documented evidence or public statements from Shepherd's House Inc. You must cite the source of your claims.
3. list links to the www.thrivingrecovery.org, www.lifemodel.org and www.thrivetoday.org site on your website and materials as appropriate.
4. You are encouraged to do appropriate, objectively measured, reliable and valid outcome studies and report the results of using RITL materials for your program.

You may not:

1. misrepresent RITL materials, programs or their benefits in your public statements and advertising. Violation of this standard immediately voids this license agreement.
2. misrepresent possession of a RITL in your public statements and advertising as an endorsement of your program by Shepherd's House Inc., its licensors or the authors. Violation of this standard immediately voids this license agreement.
3. misrepresent a RITL in your public statements and advertising as providing any professional, legal, educational or accredited standing to you or your programs. Violation of this standard immediately voids this license agreement.
4. misrepresent a RITL or a scholarship granted by Shepherd's House in your public statements and advertising as creating a partnership or making you a representative or agent for Shepherd's House Inc. Violation of this standard immediately voids this license agreement.

Section 6: Use of the RITL Materials In a Virtual Environment Such as the Internet or Intranet

1. RITL media stored in a retrieval system that can be played on demand by various users requires its own RITL agreement. Under one RITL you may either play program materials from the DVDs themselves or from an electronic retrieval system but not both. If your program requires both then separate licenses are required.
2. You may not modify, edit, change, add to or amend the RITL material intellectual content. You may change file type for electronic storage and distribution provided the lesson content is not edited or modified.
3. One active copy of the video files may be maintained on a properly secured intranet or

- file-sharing server where only people in your program can access the materials.
4. When an electronic network allows programming to be shown remotely it is still considered to be one facility for the purposes of this license regardless of the network size provided that only one copy of the RITL materials is in use.
 5. There is no restriction on the number of backup copies from file-sharing devices but the same conditions for file access security apply to backups as for any active copies.
 6. If services or training are conducted over electronic, virtual or optical network such as the Internet or Intranet, all access to RITL materials must be protected so that materials may not be copied or downloaded in a format that will allow the viewer to record and keep a copy.
 7. You must store and distribute any proprietary RITL licensed material in a secure manner that prevents viewing by anyone who is not a participant in your program.
 8. You cannot install, load or store the RITL materials in a manner that allows people without a RITL to access the materials.
 9. The licensee will be responsible for the protection of the licensed material and is liable for any losses or damages to Shepherd's House or its licensor arising from unauthorized copies of RITL materials as well as the costs to recover such damages.

I have read, understood and accept these license terms and agreements and am the licensee or the authorized agent for the licensee.

Signature:	Date:
Name:	Title: