

CURRICULUM LICENSE AGREEMENT

THIS CURRICULUM LICENSE AGREEMENT (“AGREEMENT”) is entered into effective as of [REDACTED], 20[REDACTED] (the “**Effective Date**”) between, the University of Tennessee Research Foundation, having an office at UT Conference Center, Suite 211, 600 Henley Street, Knoxville, Tennessee 37996 USA (“**UTRF**”), the University of Tennessee on behalf of its College of Veterinary Medicine’s, Large Animal Clinical Sciences Department’s, Veterinary Social Work (“**UTVSW**”), and [REDACTED], having an office at [REDACTED] (“**Licensee**”). UTRF and Licensee are hereinafter sometimes referred to singularly as a “**Party**” and collectively as the “**Parties**”.

Background

The University of Tennessee’s College of Veterinary Medicine, through its UTVSW created and launched the Veterinary Social Work Certificate Program. The goal of the Veterinary Social Work Certificate Program is to increase the number of social workers who have knowledge about human-animal interaction, increase skills in animal-assisted interaction, direct practice within grief and loss, and increase awareness of the link between interpersonal violence and animal abuse.

UTRF is the owner of the copyright in the Curriculum (defined in 1.5), which may be used, in whole or in part, by the Licensee as the basis of instruction for Licensee’s own Program(s) (defined below).

The Licensee is an educational institution and wishes to offer the Program(s) (defined in 1.3) to its enrolled students; and

The Licensee desires to enter into an agreement with UTRF to use the Curriculum.

NOW THEREFORE, in consideration of the covenants contained in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** When used in this Agreement, the terms set forth below and those defined throughout the Agreement when initially capitalized shall have the meanings ascribed to them.
 1. “**License Fee**” means the fees as set forth in Section 3.1 below.
 2. “**Named User**” means each individual who is permitted pursuant to this Agreement to access the Curriculum. [REDACTED] ([REDACTED]) Named Users are included in the Maintenance Fee.
 3. “**Program(s)**” means any instruction or delivery of educational material that incorporates or uses in-part or in-whole the Curriculum.
 4. “**UT**” means The University of Tennessee, a public higher education institution and instrumentality of the State of Tennessee.
 5. “**Curriculum**” means the modules and support material related to the Graduate Certificate in Veterinary Social Work Program, described generally in Appendix A, developed and maintained by UTVSW. It may consist of, without limitation, pre-recorded sessions, module

outlines, notes and summaries and content, materials shared via email or educational website/portal, any and all of which may be changed, improved, and further developed by UTVSW in its sole discretion from time to time.

6. **“Maintenance Fee”** means yearly license maintenance fee in the amount of [REDACTED] Dollars (\$ [REDACTED]).

2. Grant:

Subject to the terms and conditions of this Agreement and during the Term, UTRF hereby grants to Licensee, and Licensee accepts, a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Curriculum in connection with Licensee’s instruction and delivery of the Program(s) to Named Users (the “License”).

Licensee expressly acknowledges that the Curriculum may be accessed only by the limited number of Named Users as authorized in this Agreement. The foregoing license shall not otherwise extend to any parent corporation, affiliate, subsidiary, division, other corporation, entity, organization, or group that is in any way affiliated or otherwise connected with Licensee. All rights not expressly granted to Licensee are hereby reserved by UTRF. For purposes of clarity, neither UTRF nor UT claims any rights in proprietary data or trademarks of Licensee. Except for the limited non-exclusive license grant, Licensee does not acquire any rights to the Curriculum. UTRF retains all ownership of the copyright to the Curriculum.

No provision of this Agreement limits, conditions or otherwise affects the United States of America's or any other Third Party’s rights and interests in the Curriculum.

3. Payments:

3.1 For the rights, privileges, and license granted hereunder, during the Term Licensee shall on or before the Effective Date pay to UTRF a non-creditable, nonrefundable advance payment in the amount of [REDACTED] Dollars (\$ [REDACTED]) (the “License Fee”). The License Fee is comprised of a one-time fee in the amount of One Thousand Dollars (\$1000) and the Maintenance Fee. Within thirty (30) days of the first annual anniversary of the Effective date and each succeeding annual anniversary of the Effective Date during the Term of this Agreement, LICENSEE shall pay UTRF the Maintenance Fee.

3.2 Reserved.

3.3 During each year of the Term, UTVSW agrees to provide at no additional fee, Licensee up to five (5) hours of technical support via distance education for Faculty (defined in 4.7) at a time mutually agreed to by UTVSW and Licensee. Additional technical support and customization is available for an additional fee and may be arranged between the UTVSW and Licensee under a separate scope of work and agreement, a template of such an agreement is attached as Appendix B (“Template Service Agreement for Additional Support”). Additional Support will only be provided by UTVSW on an “as available” basis. Feasibility and scheduling of any Additional Support shall be at UTVSW’s sole discretion.

3.4 During the Term, Named Users and Faculty shall receive a financial discount from UT to attend UT's Veterinary Social Work intensive workshop.

4. Conditions:

4.1 Licensee acknowledges that Curriculum is the intellectual property of UTRF and UT, and Licensee shall cite copyright in all references to the Curriculum as "Copyright [2022] University of Tennessee Research Foundation [and include the UTK VSW-CP logo]. All rights reserved." Licensee shall not remove or obscure rights management markings, such as copyright notices, from Curriculum.

4.2 Licensee shall not sublicense, sell, lend, rent, lease or otherwise transfer all or any part of Licensee's access to the Curriculum, or otherwise disclose the Curriculum, to any organization or individual that is not a party to this Agreement ("Third Parties") unless necessary to secure regulatory or accreditor approval of the Licensee's Program(s), and in such case the Licensee will provide UTRF with at least thirty (30) days advance written notice of such proposed disclosure. Licensee's Named Users are not Third Parties.

4.3 Title to and ownership of the Curriculum shall at all times remain with the UTRF and Licensee shall not have any title or ownership interest therein. All rights not expressly granted to Licensee under the Agreement are reserved by UTRF.

4.4 Licensee acknowledges that Curriculum is for informational and educational purposes only and is not a substitute for the professional judgment of the Licensee and that no veterinary, medical, or patient-healthcare relationship is established by this Agreement.

4.5 Nothing herein shall be construed to require UTRF or UT to develop any new versions of the Curriculum.

4.6 Licensee shall not: (i) create any derivative work based on or incorporating any portion of the Curriculum; (ii) download, republish, publicly display, reproduce, copy, post, transmit, or in any way distribute any material from the Curriculum, unless such activities are in direct furtherance of Licensee's permitted use of the Curriculum and do not in any way violate this Agreement; (iii) provide a service by which the Curriculum can be accessed by Third Parties or by which information produced pursuant to Licensee's use of the Curriculum is sold or given to Third Parties; or (iv) permit more than the total number of Named Users to either access or use the Curriculum.

4.7 Licensee shall, at its sole expense, hire or contract with qualified, competent, professional instructors and other employees required in the use, teaching and delivery of the Program, with at least one employee of Licensee completing the UT's Veterinary Social Work Certificate Program (the "Faculty").

4.8 Licensee shall, at its sole expense, obtain any regulatory or accreditor approvals as necessary for it to offer its Program(s) that use the Curriculum. Neither UT nor UTRF is responsible for any action necessary for Licensee to obtain such approvals.

4.9 Licensee shall, at its sole expense, support a one-year field placement for Licensee's Named Users in alignment with Council on Social Work Education guidelines with an explicit Veterinary Social Work component.

4.10 Licensee shall provide its Named Users an annual opportunity for one 3-credit elective course in social work content that advances its Named Users' skills in the area of Veterinary Social Work.

5. Delivery

5.1 Upon UTRF's receipt of License Fee, UTRF shall instruct the UTVSW to deliver the Curriculum. UTVSW shall provide all the information required for the Licensee to access the Curriculum. UTRF makes no warranties regarding the delivery time to deliver to the Licensee the Curriculum.

6. Term and Termination

6.1 Unless terminated earlier in accordance with this Section 6, this Agreement shall be effective from the Effective Date until the third (3rd) anniversary of the Effective Date (the "Initial Term"), and shall automatically renew for successive one-year periods (each a "Renewal Term") upon the end of the Initial Term or the then-current Renewal Term, unless either party provides notice to the other party of its intent not to renew no later than ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term. "Term" means the period from the Effective Date until the earlier of (a) the end of the Initial Term or the last Renewal Term, as applicable, or (b) termination of this Agreement in accordance with this Section 6.

6.2 Licensee may terminate this Agreement at any time upon written notice to UTRF. UTRF shall not refund to Licensee any portion of License Fee, Additional License Fee, or Maintenance Fee received by UTRF for early termination. Termination of this Agreement shall result in termination of all rights and permissions granted to Licensee under this Agreement. Upon termination of this Agreement, Licensee shall destroy all passwords, copies and versions of Curriculum in Licensee's possession or control, and Licensee will provide certification of compliance of all obligations of termination.

6.3 If either Party defaults in the performance of any curable provision of this Agreement, then the non-defaulting Party may give written notice to the defaulting Party that if the default is not cured within thirty (30) calendar days (the "**Cure Period**"), the Agreement will be terminated. If the non-defaulting Party gives such notice and the default is not cured to the reasonable satisfaction of the non-defaulting Party during the Cure Period, then the Agreement shall automatically terminate at the end of the Cure Period. UTRF may terminate this Agreement prior to its expiration without providing Licensee with any right to cure if: (a) Licensee commits a material violation of any non-disclosure provision of this Agreement; (b) any Third Party or court attempts to assign this Agreement or have this Agreement or any rights thereunder transferred without the prior written consent of UTRF; (c) Licensee provides access to, or use of,

the Curriculum to more than the total number of Named Users authorized to use the Curriculum pursuant to this Agreement.

6.4 UTRF may terminate this Agreement at any time upon written notice to Licensee if UTRF determines in its sole discretion that Licensee's operations or educational program is being conducted in a way that is adverse to the interests of the UTVSW, including without limitation that the Curriculum is not being implemented in a way that meets UTVSW's quality standards. Upon such termination, UTRF shall refund to Licensee portion of License Fee or Maintenance Fee received by UTRF relating to the calendar year in which such termination takes effect.

6.5 The Parties may mutually agree in writing to terminate this Agreement at any time for any reason.

6.6 Upon the termination or expiration of this Agreement, whichever occurs first: (i) all license rights granted, explicitly or impliedly, from one Party to the other in this Agreement shall terminate; and (ii) Licensee shall immediately pay to UTRF any amount due UTRF pursuant to this Agreement through the effective date of such termination or expiration, provided, however, that, if UTRF terminates this Agreement based on Licensee's breach of a material provision of this Agreement, including Licensee's failure to make any payment when due and to timely cure same, then Licensee shall, within thirty (30) calendar days of UTRF's written demand, pay to UTRF the unpaid balance of any payment due pursuant to this Agreement. Licensee shall pay to UTRF any collection costs and attorney's fees and costs UTRF incurs related to the recovery of any unpaid amounts under this Agreement.

6.7 Expiration or termination of this Agreement does not relieve either Party of any obligation which arises before expiration or termination, including without limitation payment obligations. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration and shall continue in full force and effect.

7. Feedback and Audit

7.1 Licensee shall promptly provide to UT and UTRF all observations, comments, suggestions, improvements for developments to the Curriculum ("Improvements"). Licensee hereby assigns and transfers all copyrights or other rights in connection with Improvements without any compensation, and waives all moral rights thereto. Licensee shall not incorporate any Improvements into its Program without the written consent by UTRF.

7.2 Licensee hereby authorizes UTRF and UTVSW to request Feedback on use of Curriculum to assist in UTVSW's continuing development of Curriculum ("Feedback"). The timeliness and scope of the Feedback shall be at the sole discretion of UTVSW. Licensee agrees

UTRF and UTVSW are permitted to use the any Licensee-provided Feedback at no charge or royalty in making changes to Curriculum.

7.3 UTRF may audit Licensee's usage and records directly relating to the Curriculum to ensure that Licensee is using the Curriculum in compliance with this Agreement. Such audit shall be upon fifteen (15) working days advance written notice of such audit, which shall be conducted during normal business hours.

8. DISCLAIMER OF WARRANTIES, AND LIMITATION OF LIABILITY

8.1 The Curriculum has been developed as part of research conducted at UTVSW and is made available "AS IS," without obligation by UTRF or UT to provide accompanying services or support other than as set forth in this Agreement. The entire risk as to the quality and performance of the Curriculum or Program(s) is with Licensee. Should Curriculum or Program(s) not work properly or be inappropriate for Licensee's purposes, Licensee's sole remedy is to discontinue its use immediately and terminate this Agreement as set forth in Section 6.2 above.

8.2 CURRICULUM IS PROVIDED "AS IS" AND UTRF AND UT, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES, DISCLAIM AND EXCLUDE ALL WARRANTIES, EXPRESS AND IMPLIED, AND MAKE NO REPRESENTATIONS CONCERNING THE CURRICULUM AND ANYTHING ELSE DELIVERED OR OTHERWISE PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.3 EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL UTRF OR UT, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGES ARISING IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED IN THIS AGREEMENT, AND IN NO EVENT SHALL UTRF OR UT, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, INVENTORY LOSS, COURSE STOPPAGE, LOST DATA OR ANY OTHER RELIANCE OR EXPECTANCY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY KIND INCURRED BY IN CONNECTION WITH THIS AGREEMENT. LICENSEE HEREBY RELEASES UTRF AND UT, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES FROM ALL CLAIMS RELATING TO THE FOREGOING.

8.4 No physician-patient, veterinarian-patient, or therapist-patient relationship is created by the reading or use of the Curriculum and the Licensee accepts sole responsibility for the use of any information that is contained within, and agrees to use such information at Licensee's own risk. No diagnosis or treatment actions should be taken by the Licensee based on the contents of this Curriculum.

8.5 Access to the Curriculum may be interrupted for maintenance and upgrades to the application or the server. When possible, the interruptions will be announced in advance. Licensee understands and agrees that access to the Curriculum and network to which it is attached is subject to interruptions due to factors beyond the control of UTRF or UT and that,

despite UTRF's and UT's best efforts, the server and network to which the Curriculum is attached may not be error free or free from viruses, malicious code or other harmful components.

8.6 EACH PARTY'S LIABILITY FOR ANY CLAIM BY THE OTHER FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE MAINTAINANCE FEE AMOUNT, IF ANY, THAT LICENSEE HAS PAID TO UTRF. LICENSEE ACKNOWLEDGES AND AGREES THAT THE MAINTAINANCE FEE REFLECTS THE ALLOCATION OF RISKS EXPRESSLY DESCRIBED IN THIS SECTION 8 (INCLUDING ITS SUBSECTIONS) AND LICENSEE EXPRESSLY AGREES TO SUCH ALLOCATION OF RISKS. THIS LIMITATION APPLIES REGARDLESS OF WHETHER OTHER PROVISIONS OF THIS LICENSE HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS. LICENSEE ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS LICENSE AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE MATERIAL AND ECONOMIC TERMS OF THIS LICENSE WOULD BE SUBSTANTIALLY DIFFERENT.

8.7 Licensee hereby represents and warrants to UTRF that: (i) Licensee is duly authorized to do business, validly existing and in good standing under the laws of the state, province or nation in which it is incorporated, organized or authorized to do business; (ii) the execution, delivery and performance by Licensee of this Agreement as contemplated hereby have been duly authorized by all necessary and corporate action on the part of Licensee; (iii) Licensee shall strictly abide by its obligations arising out of or relating to this Agreement; (iv) Licensee's (including each of its authorized Named Users) use of the Curriculum shall comply with all applicable laws and regulations.

8.8 Licensee acknowledges and agrees that monetary damages are not sufficient to compensate UTRF in the event of Licensee's material breach or violation of this Agreement, that UTRF may be irreparably harmed by such breach or violation, and that UTRF will have the right to seek other remedies available to it in law and equity to remedy such breach or violation, including injunctive and equitable relief. If Licensee fails to perform an obligation or otherwise breaches one or more of the terms of this Agreement, Licensee shall pay the UTRF's costs and expenses (including actual attorneys' and investigative fees) to enforce the terms of this Agreement.

9. Indemnification:

9.1 To the extent permitted by law, Licensee shall release, defend, indemnify and hold harmless UTRF and UT, and their officers, directors, trustees, faculty, staff, employees, students, agents and their respective successors or assignees against any and all claims, suits, losses, damages, costs, fees, and expenses by Licensee or any Third Party resulting from (i) Licensee's possession and/or use of Curriculum or (ii) Licensee's breach of any obligation or representation under the Agreement, including but not limited to any damages, losses, or liabilities of whatever kind or nature. This indemnification clause shall survive the termination or expiration of this Agreement.

10. General

10.1 This Agreement is made in Knoxville, Tennessee, and performance hereunder shall be governed and construed in accordance with the laws of the U.S. and of the State of Tennessee,

without giving effect to provisions thereof regarding conflict of laws. Each party hereto hereby submits to the exclusive jurisdiction of the United States District Court for the Eastern District of Tennessee and of any Tennessee state court sitting in Knoxville, Tennessee for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

10.2 Any payment, notice or other communication required or permitted hereunder shall be in writing and shall be hand-delivered; sent by overnight courier; mailed by certified United States mail, return receipt requested; or sent by email to the address(es) given below or to such other address(es) as the Parties may hereafter specify in writing. Notice shall be deemed given and received five (5) days after being deposited with the U.S. Postal Service certified mail postage prepaid, or if notice is hand-delivered or sent by overnight courier, upon the date of actual delivery, or if sent by email, upon the date the receiving party acknowledges receipt in writing, by email, or otherwise.

UTRF:

If notice is given by means other than email, to:

University of Tennessee Research Foundation
UT Conference Center, Suite 211
600 Henley Street
Knoxville, TN 37996-4122

If notice is given by email, to:
utr@tennessee.edu

LICENSEE:

If notice is given by means other than email, to:

[Redacted area for Licensee address]

If notice is given by email, to: [Redacted area for Licensee email]

UT:

NEED TO FILL IN

10.3 This Agreement sets forth the entire agreement of the Parties, and supersedes, merges and voids any and all prior agreements related to its subject matter. Amendments to this Agreement must be in writing, reference this Agreement, and signed by duly authorized representatives of UTRF and Licensee. Headings are provided for convenience only and shall not be referenced when interpreting the provisions of this Agreement.

10.4 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

10.5 This Agreement and the rights and benefits conferred upon Licensee hereunder may not be assigned or otherwise transferred by Licensee without the prior written consent of UTRF. This Agreement may be assigned by UTRF.

10.6 Failure of UTRF or UT to perform or delay in the performance of UTRF or UT's obligations under this Agreement due to any cause or event not reasonably within UTRF or UT's control, including but not limited to casualty, failure of equipment, compliance with government authority or Act of God, or pandemic, shall not constitute a breach of this Agreement, and UTRF's performance shall be excused during such delay.

10.7 Licensee shall not use the names, logos, or trademarks of UTRF or UT or any of their respective employees, staff members, directors, trustees, or any adaptation thereof, in any advertising, promotional or sales literature without prior written consent obtained from UTRF or UT, in each case, except that Licensee may state that it is licensed by UTRF to use the Curriculum and must use the citation provided in Section 4.1 above.

10.8 Each party will be and act as an independent contractor to the other party in the performance of its obligations pursuant to this Agreement. Neither party will be entitled to, or will attempt to, create or assume any obligation, express or implied, on behalf of the other party. This Agreement will not be interpreted or construed to create an association, joint venture, partnership, or franchise between the parties or to impose any partnership obligation or similar liability arising there from upon either party.

10.9 Neither Party shall be considered the author of this Agreement for the purpose of interpreting any provision herein.

10.10 Licensee hereby gives written assurance (a) that it will comply with all United States export control laws and regulations, including without limitation all Export Administration Regulations of the United States Department of Commerce and (b) that it bears sole responsibility for its own violation of such laws and regulations.

10.11 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted via facsimile shall be acceptable to bind the Parties and shall not in any way affect this Agreement's validity. The Parties intend to confirm any electronically transmitted signatures by exchanging ink-signed originals, but the failure to do so shall not affect this Agreement's validity in any way.

10.12 UT is a party to this Agreement with obligations toward the Licensee only to the extent of its agreement to be bound by the provisions of Sections 3.3, 3.4 and 5.1 herein. It is understood and agreed that the University does not thereby acquire any other obligations or liabilities under this Agreement and UT is not subject to liability under any other provision of the Agreement. UT's liability shall be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq.

IN THE WITNESS WHEREOF, the Parties execute this Agreement by their duly authorized representatives and acknowledge that they understand and agree to be bound by its terms and conditions.

_____	UNIVERSITY OF TENNESSEE RESEARCH FOUNDATION (“UTRF”)
(“Licensee”)	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

UNIVERSITY OF TENNESSEE (“UT”)
(as to Sections 3.3, 3.4, and 5.1 only)

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

to
LICENSE AGREEMENT

Between

UNIVERSITY OF TENNESSEE RESEARCH FOUNDATION
and

CURRICULUM

1. Specific Learning Objectives

Objectives	CSWE Competency
<p>To integrate knowledge and theory about animal assisted interventions in the context of social work with vulnerable groups.</p>	<p><i>EPAS Competency 6: Engage with Individuals, Families, Groups, Organizations & Communities</i></p> <p><i>EPAS Competency 7: Assess Individuals Families, Groups, Organizations & Communities</i></p> <p><i>EPAS Competency 9: Evaluate Practice with Individuals, Families, Groups, Organizations & Communities</i></p>

<p>To understand methods, standards and guideline of incorporating animals into social work practice</p>	<p><i>EPAS Competency 6: Engage with Individuals, Families, Groups, Organizations & Communities</i></p> <p><i>EPAS Competency 7: Assess Individuals, Families, Groups, Organizations & Communities</i></p>
<p>Develop and apply critical thinking skills and demonstrate the integration of theory and practice through written and oral case presentation.</p>	<p><i>EPAS Competency 9: Evaluate Practice with Individuals, Families, Groups, Organizations & Communities</i></p>
<p>Understand and apply the value base of the profession and its ethical standards and principles accordingly including resources and accreditations necessary to incorporate animals into social work practice in different settings</p>	<p><i>EPAS Competency 1: Demonstrate Ethical and Professional Behavior</i></p> <p><i>EPAS Competency 6: Engage with Individuals, Families, Groups, Organizations & Communities</i></p>
<p>Practice without discrimination and with respect, knowledge and skills related to clients' age, class, color, culture, disability, ethnicity, family structure, gender, marital status, national origin, race, religion, sex, and sexual orientation.</p>	<p><i>EPAS Competency 2: Engage Diversity & Difference in Practice</i></p>

2. The pre-recorded sessions that cover the five modules:
 - **Human Animal Bond:** An introductory and overview course that provides the foundational content for the coursework ahead.
 - **Animal-related grief and bereavement:** The loss of a pet or animal can lead to grief and mourning, parallel to the loss of a friend, family member or beloved. Social workers can support their clients by providing support during the animal's illness and treatment and during the process of decision-making regarding treatment possibilities. The veterinary social worker may be present with the client during the animal's euthanasia or natural death, holding space for the client to grieve and process the animal's death. The social worker may also facilitate pet support

groups. In the module, clients will learn about grief and loss as it relates to companion animals and other roles of animals, and professional opportunities to support clients.

- **The link between interpersonal violence and animal abuse:** Using the term “The Link” refers to concordance between interpersonal violence and animal abuse. Research supports that perpetrators of one form of violence often engage in others, and that those who observe or engage in abuse of animals are at a higher risk of perpetrating abuse against other persons later in their life. This information is imperative to social workers and mental health professionals explicitly as social workers are moved to become mandated reporters of animal abuse in some states. Moreover, because knowledge of The Link means that social workers *should* report, regardless of mandated status when there is suspected abuse. In this content students will learn cautionary signs, assessment strategies, and resources to support clients.
- **Compassion fatigue and conflict resolution:** Veterinary social workers are trained to serve as mediators for people who care for animals. In this role, the social worker maintains neutrality and holds space for challenging conversations, such as those involving the appropriate care for animals, treatment procedures, and end-of-life decision making. Individuals who work with animals may do so in the context of animal health, animal welfare, or biomedical research. In doing so, veterinary social workers may help to reduce the likelihood that veterinary care personnel will experience compassion fatigue by working with management/administration to organize supportive procedures, policies, and self-care opportunities. This content seeks to teach skills to empower professionals to educate those struggling with mental health within animal-serving professional spaces.
- **Animal-assisted interventions:** The term “animal assisted interventions” refers to activities involving human-animal interaction that are goal-oriented, structured and facilitated, with an animal collaborator-partner. The activity may involve an animal being present and actively involved, present but only observed, or even absent but still the focus of the intervention, as might be the case with drawing or speaking about animals in the context of an intake and assessment process (Chandler, 2012). Completion of this module will include program planning with skill development in implementation and evaluation.

3. Capstone Course This course is an opportunity for a Named User to dedicate time to apply knowledge from the previous modules to work in the field.

4. Use asynchronous content as relevant to the courses (#2) including: case studies, journal prompts, discussion prompts, supplemental reading, PowerPoints, handouts,

worksheets, template syllabi, evaluation and graduation guidelines and requirements. UTK VSW-CP" logo will be included on all PowerPoints, asynchronous content page

5. Use student recruitment messaging, and communication and marketing support as necessary

DRAFT

APPENDIX B
to
LICENSE AGREEMENT

Between

UNIVERSITY OF TENNESSEE RESEARCH FOUNDATION
and

Template Service Agreement for Additional Support

This Service Agreement for Additional Support is dated _____ (effective date), and is between The University of Tennessee, an instrumentality of the state of Tennessee, on behalf of its College of Veterinary Medicine’s Veterinary Social Work Program (“University”), and _____ (“Licensee”).

Background Statement:

A. Veterinary Social work (VSW) is social work at the intersection of the human and animal bond. Animals are certainly part of human experience. The overarching goal of the Veterinary Social Work Certificate is to increase the number of social workers who have knowledge about human-animal interaction, develop critical thought about direct practice within grief & loss and the link between interpersonal violence and animal abuse, and increase skills in animal-assisted interaction.

B. The University of Tennessee Research Foundation (“UTRF”) has entered into a Curriculum License Agreement (“License Agreement”) to provide curriculum materials developed by the University to Licensee for Licensee’s use in offering its own programs to its students.

C. The Licensee wishes to contract with the University for the University to provide services and additional support to Licensee to assist Licensee in offering its programs.

Agreement: For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Term:** The term of this agreement begins on **Click or tap to enter a date.** and ends on **Click or tap to enter a date.**
2. **Termination:**
 - a. **Unrestricted Right to Terminate:** Except as otherwise specified in the invoicing and payment section below, either party may terminate this agreement, without cause, by

providing the other party with notice at least 30 calendar days in advance. When providing notice, either party will comply with the Notice section of this agreement.

- b. Automatic Termination: If the Curriculum License Agreement between Licensee and the University of Tennessee Research Foundation is terminated, then this Service Agreement for Additional Support will automatically terminate as of the same date.
 - c. Termination for Cause: If the Licensee fails to perform its obligations under this agreement in a timely or proper manner, or if Licensee materially breaches any provision of this agreement, the University may immediately terminate this agreement by providing notice to Licensee.
 - d. Amounts Owed: In the event that either party terminates this agreement, Licensee shall pay the University for all services provided up until the effective date of the termination of this agreement.
3. Scope of Work: See Schedule 1.
 4. Fees: See Schedule 1.
 5. Invoicing and Payment:
 - a. Invoices: University will invoice Licensee at the beginning of each year for the amount of the Service Hours for that year set forth in the Statement of Work. Regarding any additional services requested by Licensee, University will invoice Licensee on a monthly basis.
 - b. Disputes: Licensee must notify the University of any disputed items on University's invoice within 10 calendar days of Licensee's receipt of University's invoice. When providing notice, either party will comply with the Notice section of this agreement. If Licensee notifies University of disputed items on an invoice within 10 calendar days, Licensee and University will work in good faith to resolve the dispute. If Licensee does not notify University of any disputed items on an invoice within 10 calendar days, Licensee waives its right to dispute the invoice.
 - c. Payment Method: Licensee must pay University via check, made payable to The University of Tennessee.
 - d. Payment Time: Licensee shall pay University within 30 calendar days of Licensee's receipt of University's invoice. In the event that Licensee's payment is more than 45 calendar days past due, University may suspend its services for Licensee, and charge Licensee 1.5% interest on late amounts. In the event that Licensee is more than 60 calendar days past due, University may immediately terminate this agreement by providing notice to Licensee. When providing notice, either party will comply with the Notice section of this agreement.
 6. Debarment: Licensee hereby attests that the following are true statements:

- a. Licensee is not currently debarred by the U.S. federal government.
- b. Licensee is not currently suspended by the U.S. federal government.
- c. Licensee is not currently named as an “excluded” supplier by the U.S. federal government.

7. Notice:

- a. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
- b. Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
 - i. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
- c. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Licensee: **FILL IN THEIR CONTACT INFORMATION.**

University:

Legal notices only; do not send invoices to this address:

The University of Tennessee
5723 Middlebrook Pike
Knoxville, TN 37921-5946
ATTN: Office of Procurement Services

Fax: 865-974-2701

Email: contracts@tennessee.edu

- d. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

8. Self-Insurance: The University is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.
9. Authorized Officials: This agreement is valid only when signed by authorized officials of University and Licensee. A list of University's authorized officials is located here: <https://procurement.tennessee.edu/contracts/> .
10. Amendment; Waiver: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by an authorized official of the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
11. Severability: The parties intend as follows:
 - a. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
 - b. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
 - c. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
12. Counterparts: If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
13. Entire Agreement: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

Agreed: The parties are signing this agreement on the effective date listed in the introductory clause of this agreement.

The University of Tennessee

Licensee

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

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Schedule 1

Service Agreement Scope of Work

Before the selection of Licensee to participate as a collaborating program to implement the curriculum licensed under the License Agreement, the parties engaged in a needs assessment process to assist the parties in tailoring the scope of work under this Service Agreement to the needs of Licensee. Based on that process, the agreed scope of work is as follows:

1. Service Fee and Service Hours.

- Year One: \$570.00, 10 Service Hours.
- Year Two: \$285.00, 5 Service Hours.
- Year Three: \$285.00, 5 Service Hours.

The foregoing Service Hours are in addition to and are separate from the five (5) hours of technical support provided under Section 3.3 of the Curriculum License Agreement.

During Year One, it is recommended that 10 hours per semester be designated for set-up and onboarding, 5 hours designated for faculty support, and 5 hours designated to online/platform support.

During each year, the University will provide the Licensee with services of the type described below, upon request of the Licensee, up to the designated amount of Service Hours for the Service Fee identified for the year. The amount of time needed to complete the tasks is determined on a case by case basis. Service Hours can be used at any time with one-weeks' notice, depending on the University's availability, for any service listed herein, and all logged requests will receive a response based on assigned priority. The most efficient way to request support is to send an email along with a detailed description of the request and/or problem to **[email]**. Support will be provided via phone or zoom. If Licensee requests onsite support, it can be provided on a mutually agreed case-by-case basis with travel reimbursement paid by Licensee and calculated pursuant to University Policy (Board Policy BT0003, available at <https://universitytennessee.policytech.com/docview/?docid=776&public=true>). Service Hours not used during a designated year are not carried forward to a following year. Additional hours over and above the Service Hours specified above can be requested and invoiced during any year on a mutually agreed basis at the rate of \$57.00 per hour.

2. University Personnel.

The University's provision of services will be carried out under the supervision of Dr. Aviva Vincent. The failure of Dr. Vincent for any reason to continue to serve as the supervisor of the provision of services shall not be considered a breach of this Agreement and shall not subject the University to any liability. In such case, the University and the Licensee shall agree upon a replacement, and if they fail to agree, either of them may terminate this Services Agreement as set forth in Section 2a.

3. Services To Be Provided

The following is a summary of the types of services the University can provide as part of the Service Hours specified in Section 1 of this Service Agreement Scope of Work:

Area	Types of Services to Be Provided by University
Administration	Assist in developing academic paperwork to formalize the certificate including templating syllabi for curriculum review, certificate proposal (if required)
	The University will provide marketing materials for students will to the Licensee. The University will assist in creating additional materials for student engagement as requested by Licenee.
	The University will engage in discussion and conversation within the Licensee's Department to discuss the content. This may include, but not limited to: <ul style="list-style-type: none"> • Content, support, and/or participation in Faculty meetings and Curriculum committee meetings • 1:1 conversation for discussion
	The University will provide assistance to Licensee in aligning Licensee's course offerings that are outside the curriculum licensed under the License Agreement and CSWE standards
	The University will assist in on-boarding and training new faculty (after Year One)
	University will provide support to address student needs and concerns
Coursework	The University will review and assist in familiarizing the Licensee's faculty to educational content, and produce necessary communication for faculty and students
	Update course content annually as mutually agreed
	The University will provide technical assistance related to the curriculum content as necessary
Field placement	The Licensee may need to enter into MOUs for VSW in field placement; non-legal technical support is available from the University to assist
	The University can support field advisors with locating and onboarding new community based organizations to accept social work students (e.g. animal shelters, veterinary clinics)
	The University can support student facing conversations about alignment to professional goals and future employment

Online platform support	The University can provide some forms of assistance to support transition of virtual platforms (e.g. blackboard to canvas)
Additional Resources	The University can assist the Licensee in adapting the Licensee's additional courses (beyond those in the License Agreement) to align with VSW content
	Other services as mutually agreed between the University and the Licensee

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