

LIFESTYLE REDESIGN® CERTIFICATION AGREEMENT

The University of Southern California, a California nonprofit public benefit corporation, on behalf of its USC Mrs. T. H. Chan Division of Occupational Science and Occupational Therapy (“**USC**”) provides a mechanism through which an occupational therapy practitioner can become certified in Lifestyle Redesign® (the “**Certification**”).

The undersigned has completed the requirements for initial Certification and upon submission of this Agreement will be certified by USC in Lifestyle Redesign® and will have the right to use certain USC proprietary materials, subject to and upon the terms and conditions herein.

1. **Term and Termination.**

1.1 **Term.** The term of this Certification Agreement (this “Agreement”) shall be five (5) years, commencing on the date in the signature block (the “**Term**”). The term may be extended upon the undersigned’s completion of the renewal requirements as provided in the Lifestyle Redesign® Certification Handbook, Section 5. Certification Renewal, Version 1.0, found at lifestyleredesign.usc.edu.

1.2 **Termination.** USC may terminate this Certification Agreement (this “Agreement”) by written notice to the undersigned, effective upon notice, if the undersigned breaches any term or condition of this Agreement and the default has not been remedied to USC’s satisfaction within fifteen (15) days after the undersigned’s receipt of the notice of breach.

2. **License.**

2.1 Subject to the terms and conditions of this Agreement, USC grants the undersigned a non-exclusive, worldwide, royalty-free, non-transferable, non-sublicensable, revocable, limited right and license for the undersigned to use, copy, and distribute the Licensed Copyright (as defined in Section 2.2) within the patient population or customer base of the undersigned, pursuant to the terms of this Agreement during the Term (the “**License**”). This License includes the right to make derivative works of the Licensed Copyright; provided, however, that such derivative works are created solely for the purpose of providing services to the patient population or customer base of the undersigned and are not copied, duplicated, or further distributed.

2.2 “**Licensed Copyright**” shall refer to the copyright protection afforded under Title 17 of the United States Code to all materials created by USC that bear the trademark “Lifestyle Redesign” or any other trademarks owned by USC, including but not limited to written content, graphics, designs, and multimedia materials, that exist as of the date of this Agreement and any such materials that USC may create or publish in the future.

2.3 The undersigned may identify as “Lifestyle Redesign® Certified,” including adding “Lifestyle Redesign® Certified” or “LRC” to their professional credentials after their name.

2.4 The undersigned may use the “Lifestyle Redesign®” service mark to describe their relevant clinical, educational, research, and administrative activities.

2.5 The undersigned may utilize the Licensed Copyright as posted on a password-protected area on USC’s website, only in the undersigned’s practice.

2.6 Subject to Section 3.6 below, the undersigned may include Lifestyle Redesign® concepts/principles in educating students or training occupational therapy practitioners, with the understanding that the students or therapists would not become Lifestyle Redesign® Certified without completing the certification program.

3. Obligations and Restrictions.

3.1. The undersigned’s right to make derivative works is limited to modifications, adaptations, or other changes to the Licensed Copyright necessary to tailor the Licensed Copyright to the needs of an individual patient or patient population. Such derivative works shall not be used for any other purpose, nor shall they be made available to any third party outside the specific patient context for which they were created. The undersigned will provide copies to USC of any derivatives of Licensed Copyright they create, which shall be subject to review and approval of USC. Versions with spelling, grammatical, or formatting changes only do not need to be submitted. USC reserves the right to recommend changes and/or prohibit use of the Lifestyle Redesign® service mark on such derivatives if they do not meet USC standards.

3.2. The undersigned will provide descriptions to USC of any proposed new clinical service lines or programs they create that incorporate the Licensed Copyright or derivative works based on Licensed Copyright, which shall be subject to review and approval of USC. USC reserves the right to recommend changes and/or prohibit use of the Lifestyle Redesign® service mark on such programs if they do not meet USC standards.

3.3. The undersigned hereby grants to USC a non-exclusive, non-revocable, perpetual, royalty free, sublicensable right to copy, distribute, adapt, derivatize, and display such derivatives for any purpose. The undersigned must allow USC to share with other certified users any derivative of Licensed Copyright via the same password-protected area on USC’s website.

3.4. The undersigned must accurately represent the Lifestyle Redesign® intervention framework when they are marketing or describing their work as Lifestyle Redesign®.

3.5. The undersigned agrees not to use the Licensed Copyright or any derivative works in a manner that is detrimental to the USC’s reputation or interests. The undersigned further agrees not to sell, lease, or otherwise transfer the Licensed Copyright or derivative works to any third parties.

3.6. The undersigned must use reasonable efforts according to industry standards to include the following statement in a footnote on any public-facing materials:

“Lifestyle Redesign® is a service mark registered in the U.S. Patent and Trademark Office, and owned by USC.”

3.7. The undersigned cannot directly use USC’s Lifestyle Redesign® certification course materials (PowerPoint slides, recorded discussion sessions, course handouts, etc.) to educate or train others.

3.8. The undersigned must send final products (e.g., presentations, articles) to the Lifestyle Redesign® team, and, any products related to research must adhere to the Lifestyle Redesign® Research Policy as described in the Research Policies Flowchart, dated 07/01/2024, available at chan.usc.edu/lifestyleredesign/research.

3.9. If the undersigned is practicing in the United States, they must maintain active Occupational Therapy licensure in their jurisdiction and deliver Lifestyle Redesign® services within the scope of their Occupational Therapy practice. If the undersigned is practicing outside of the United States, they must have graduated from a World Federation of Occupational Therapists (WFOT)-accredited Occupational Therapy program, and market their services in a way that highlights their Occupational Therapy education and training.

4. Disclaimer of Warranties; Limitation of Liability.

4.1. Disclaimer. THE LICENSED COPYRIGHT MATERIALS ARE MADE AVAILABLE TO THE UNDERSIGNED "AS IS," WITH NO GUARANTEE OF COMPLETENESS, ACCURACY OR TIMELINESS. USC HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, OR ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT RELATING TO THE CONTENT AND LICENSE GRANTED HEREUNDER.

4.2. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL USC BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH DAMAGES ARISE FROM CLAIMS BASED UPON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, RESULTING FROM A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER USC WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

5. Indemnification. The undersigned shall fully indemnify, defend, and hold harmless USC, its affiliates, and their respective officers, employees, and representatives from and against any and all damages, losses, damages, expenses, and liability, including without limitation reasonable attorney’s fees and expenses (collectively, “**Loss**”), due to claims,

suits, actions, demands, or other proceedings arising from the use by the undersigned of the Licensed Copyright, or the malpractice of the undersigned who is practicing under the auspices of Lifestyle Redesign® provided that such Loss does not arise from the gross negligence or willful misconduct of USC.

6. **Use of Name.** Except as required by law or permitted by this Agreement, the undersigned shall not use the name, logo, trademark, or symbol of USC or its affiliates in without USC's prior written consent.

7. **Governing Law; Dispute Resolution.** This Agreement will be construed and enforced in accordance with the laws of California, without regard to conflict of law rules. All disputes arising under or in connection with this Agreement shall be submitted to JAMS or successor organization for binding arbitration by a single arbitrator. The arbitrator shall be selected by JAMS in an impartial manner determined by it. The arbitration hearing will be commenced within one hundred eighty (180) days of the filing of an arbitration demand with JAMS by any party hereto, and a decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under this Agreement. The arbitrator shall award costs of the proceeding, including reasonable attorneys' fees, to the party determined to have substantially prevailed.

8. **Notice.** All notices and/or other communications made in accordance with this Agreement shall be sufficiently made or given if delivered by hand, or sent by overnight receipted mail, postage prepaid, or by reasonable, customary and reliable commercial overnight carrier in general usage to the address of the party noted in the signature block. Notice will be deemed to have been duly given on the date of receipt if delivered personally; the day of delivery as indicated by the signature on the air bill (or copy thereof) if by overnight courier; or the day of dispatch if delivered by mail.

9. **Assignment.** The undersigned may not assign its rights or duties under this Agreement (including, without limitation, the License granted hereunder) without the prior written consent of USC. Any attempt on the part of the undersigned to assign, sublicense, or transfer the undersigned's rights under this Agreement shall be invalid and void.

10. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written, between the with respect thereto. Failure by a party to enforce any rights under this Agreement will not be construed as a waiver of such rights nor will a waiver by a party in one or more instances be construed as constituting a general continuing waiver or as a waiver in other instances. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

11. **Counsel.** The undersigned acknowledges that it has had reasonable opportunity to consult with its own counsel regarding the Agreement, and that it fully understands all of the terms and provisions hereof and its rights and obligations hereunder.

The undersigned is hereby certified in the use of Lifestyle Redesign® and agrees to the terms and conditions herein.

Signature: _____

Print Name: _____

Address: _____

Date: _____

For Review Only