



Technology Development & Commercialization

TRADEMARK LICENSE (the "Agreement")

Between:

University Health Network, An Ontario not-for-profit corporation incorporated under the *University Health Network Act, 1997*, having a business office at 101 College Street, Suite 150, Heritage Building, MaRS Centre, Toronto, Ontario M5G 1L7 Canada ("UHN")

And:

_____ (Community or Health Care Organization Name)
_____ (Organization Address) ("**Community Organization**")

Effective as of _____ ("Date")

BACKGROUND:

A. UHN is the owner of rights in the following trademarks:

TIME,
TOGETHER IN MOVEMENT AND EXERCISE,
AND THE FOLLOWING TIME DESIGN MARKS:



(the "TIME Trademarks")

1. Maintaining Character and Quality of the Program

Community Organization wishes to run, or is currently running, a program for people with balance and mobility challenges (the “**Program**”) and wishes to be considered an authorized TIME™ Program and utilize the TIME Trademarks in association with the Program. As an ongoing condition for the Community Organization obtaining and maintaining the license under this agreement to the TIME Trademarks for use in conjunction with the Program, which is to be run out of the following location(s):

_____ (“**Location(s)**”)

the following critical criteria must be adhered to:

Oversight

- A. Ongoing collaboration between a Health Care Partner and the Community Organization is a cornerstone of the TIME™ model. The Community Organization must have a relationship with a Health Care Partner (an organization, a physician, a physiotherapist or registered nurse or other entity who has the knowledge base and experience in understanding the impairments, activity limitations, co-morbidities and exercise safety limitations of individuals with mobility challenges) that allows the Community Organization to obtain advice and assistance from the Health Care Partner, including, at least initial onsite oversight of the Program. Health Care Partners are considered consultants and therefore indemnified from operational liability.

Participants

- B. Individuals will only be allowed to participate in the Program if they can walk a minimum of 10 metres, with or without a walking aid.
- C. Participants have signed a participant waiver as outlined in Exhibit “A”, which is kept by the Community Organization on file for a minimum of three (3) years.

Instructors

- D. All individuals who will be teaching and/or assisting in the administration of the Program on behalf of the Community Organization will have thoroughly reviewed the most current Step-by-Step Toolkit (currently the second edition) (“Toolkit”) and have received training utilizing the support materials available with the Toolkit (“Support Materials”) (at a minimum the Exercise Program version 9.1 and the instructor educational presentation materials) prior to undertaking the Program. A review of the above materials at least once a year thereafter is recommended.
- E. Instructors will be required to adhere to task-related circuit program as described in the Support Materials in accordance with the standards of the TIME™ Program, where outlined therein.
- F. Sufficient instructors and volunteers are utilized during the Program to accommodate a ratio of 4:1 participants to fitness instructors/volunteers, with at least two instructors for groups of 10 or greater.

Safety

- G. Participant fatigue, pain, level of confidence and steadiness when exercising should always be respected by the Instructor and appropriate challenge and intensity of exercise modified as required.
- H. Have hand supports for balance available for each participant to use while exercising.

Community Organization Responsibilities

- I. Community Organization is a valid and existing legal entity with the full right and authority to enter into this Agreement.
- J. Community Organization has and maintains, during the term of this Agreement, General Liability insurance of a minimum of \$1,000,000 per occurrence.

2. Trade-Mark License

Subject to the Community Organization continuing to adhere to the criteria as outlined in Section 1, UHN grants to the Community Organization, a non-exclusive (non-sublicensable without written consent) right to utilize the TIME Trademarks in association with the Program being offered by the Community Organization only at the Location(s) as outlined herein. The TIME Trademarks may be used and displayed in association with the Program and all advertising and marketing of the Program, with the exception of use of the TIME Trademarks as a component or element of a domain name.

3. Acknowledgement of UHN's Rights

The Community Organization acknowledges UHN as the owner of the TIME Trademarks, and agrees that any previous use of the TIME Trademarks by the Community Organization have been utilized with permission of UHN, in conjunction with a program whose quality has been maintained under the guidance of Toronto Rehabilitation Institute, as a member of UHN. The Community Organization acquires no rights in the TIME Trademarks other than as outlined in this Agreement, and will not challenge or otherwise dispute the validity or the ownership of same. Community Organization agrees that UHN shall have the right to inspect or otherwise review the Community Organizations' Program upon reasonable notice to the Community Organization to ensure that the Program meets the requirements as set out in Section 1 of this Agreement.

UHN reserves the right to use any TIME trademarked marketing and/or promotional materials created. All individuals featured in the materials need to have a signed UHN Consent Form. See Exhibit B.

4. Enforcement of Trademark Rights

UHN will have the sole right to authorize and initiate any action or proceeding in response to any unauthorized use, infringement, imitation, simulation or misuse of the TIME Trademarks. If Community Organization becomes aware of an unauthorized use of the TIME Trademarks they shall notify UHN of the unauthorized use.

5. Term

The Term of this Agreement is for a period of two (2) years commencing on the Effective Date. The Agreement may be extended for additional time period by written consent of the parties. It is the responsibility of the Community Organization to request extension of the term. This Agreement may be terminated by UHN upon thirty (30) days notice for any material breach of this Agreement. Any breach of Section 1 shall be considered a material breach. In addition to any other grounds of termination, UHN shall have the right to terminate this Agreement in the event that Community Organization is (i) adjudged bankrupt, becomes insolvent, a liquidator, administrator, trustee, receiver or receiver and manager is appointed, (ii) an encumbrancer takes possession of any part of the undertaking, assets, rights or revenues of the Community Organization, (iii) any assets of the Community Organization are seized or attached in conjunction with any action against the Community Organization; (iv) any action is taken for, or with a view to, liquidation, dissolution, winding up, official management, bankruptcy or insolvency of the Community Organization; or (v) the Community Organization enters into or proposes to enter into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors generally or any class of its creditors or proceedings are commenced in relation to the Licensee under any law, regulation or proceeding relating to the reconstruction or readjustment of debts.

Upon expiration or earlier termination of this Agreement, Community Organization shall immediately stop using the TIME Trademarks.

6. Indemnity

Community Organization agrees that in no event will UHN, their contractors, elected and appointed officials, directors, officers, agents, representatives, and employees (collectively "UHN") be responsible for any claim, demand, action, cause of action, proceeding, cost, expense, judgment, damages, harm (including injury or death) or loss (collectively "Claims") whether based on breach of contract, tort (including negligence) or otherwise that may arise as a result of or in connection with the Program, and Community Organization agrees to indemnify UHN and hold UHN harmless in respect of any Claims, which may be brought against UHN or which UHN may suffer as a result of or in connection with Community Organization's hosting and administration of the Program.

7. General Provisions

- A. If any provision of this Agreement for any reason is declared void, illegal, invalid or unenforceable in whole or in part, such provision shall be severable from all other provisions and shall not affect or impair the validity or enforceability of any other provision of this Agreement.
- B. This Agreement (including its Exhibit) constitutes the entire agreement between the Health Organization and the Owner with respect to the TIME Trademarks.
- C. The failure of a party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement of such right at any future time.
- D. This Agreement may not be assigned by Health Organization without the prior written express consent of UHN.
- E. This Agreement may be executed by the parties in counterparts, by facsimile, or electronically, each of which who so executed or delivered will be deemed to be an original and all will constitute one agreement.
- F. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties irrevocably agree to the exclusive jurisdiction of the courts of the Province of Ontario or the Federal Court of Canada (as appropriate).

THIS AGREEMENT has been executed by the parties so as to be in effect as of the Effective Date.

UNIVERSITY HEALTH NETWORK

By:
Name: Brad Wouters
Title: Vice President, Research

COMMUNITY ORGANIZATION

By:
Name:
Title:

I have the authority to bind the corporation.

EXHIBIT "A"



Participant Waiver & Consent Form

I have consulted with my physician, physiotherapist, registered nurse, or nurse practitioner, regarding my participation in a wellness, exercise and recreational program. I am not aware of any concerns regarding my participation in this program.

I understand that this program is intended to be a general wellness and recreational program. It is not intended as rehabilitation or physical therapy to correct a particular impairment or disability. I understand that the exercises I will do during this program will be supervised by community centre instructors, not physiotherapists. It is my responsibility to let the instructors know if I am uncomfortable in any way during the exercises. This program does not replace physical therapy. This program is not intended to be relied upon as therapeutic or as medical advice. If I have any medical concerns I will see my health care provider.

I understand that there are risks in any wellness, exercise and recreational program. I willingly assume these risks and will not now or anytime in the future hold, [your organizations name] or University Health Network (UHN) - Toronto Rehabilitation Institute, or their respective officers, directors, employees, agents or volunteers responsible for any harm, loss, damages or other consequences that I may suffer or may otherwise arise as a result of my participation in this wellness and recreational program. I understand that the entire risk of participating in this wellness, exercise and recreational program is assumed willingly by me.

Name of participant (please print)

Signature of participant

Date: _____

EXHIBIT "B"

**UNIVERSITY HEALTH NETWORK
Consent for Photography, Interview, Video/Audio Taping, Televising, Internet Imaging**

You are being asked for your consent to one or more of the following:

- have your photograph taken;
- be videotaped;
- have your voice recorded; and/or,
- be interviewed for your personal story (including health information, provided at your discretion).

You may refuse to give your consent. This will not affect your treatment, employment, and/or affiliation with UHN in any way.

I, (*print name*) _____, give permission to UHN (Toronto General Hospital, Toronto Western Hospital, Princess Margaret Cancer Centre, Toronto Rehab Institute, Michener Institute of Education and affiliated charitable foundations) or any other persons authorized by UHN to take and produce photographs, films, sound recordings and any other audio and/or visual reproductions of myself to take or collect and use my photograph, video image, voice recording, and/or personal interview, for possible use:

- in UHN's materials such as videos, publications, posters, social media, intranet site and/or website; and,
- by external media such as newspapers, TV news programs, and/or radio programs.

My name **may** be used.

My name **may not** be used.

I understand that pictures, images and recordings used on the web or by news media reside in the public domain and as such UHN shall not be held responsible for such use. I understand that this image, recording, or information may be maintained and used in the UHN Archives, as well as in media archives, and I consent to such use. I further agree that UHN may use, publish, and otherwise deal with the images, recordings, or information as they see fit.

Signature: _____ Date: _____

Witness Name: _____ Witness Signature: _____

Address: _____

Telephone: _____ Email: _____

Initial Format: <input type="checkbox"/> Photograph <input type="checkbox"/> Video <input type="checkbox"/> Audio <input type="checkbox"/> Interview
Initial Purpose: <input type="checkbox"/> Internal publications <input type="checkbox"/> External publications

File Name: _____

