



March 12, 2019

Attn: Verna Laboy
Columbia/Boone County Department of Public Health and Human Services
1005 W. Worley St.
Columbia, MO 65203

License Agreement Between the City of Columbia, Missouri,
Licensee, and Oldways Preservation and Exchange Trust, Inc.

Object and purpose of the license agreement

This License Agreement is made and effective as of the date of the last signatory noted below (the “Effective Date”) by and between: Oldways Preservation and Exchange Trust, Inc., a nonprofit corporation organized and existing at 266 Beacon St, Suite 1, Boston, MA 02116 (“Licensor”) and the City of Columbia, Missouri, on behalf of its Columbia/Boone County Department of Public Health and Human Services, located at 1005 W. Worley St., Columbia, MO 65203 (“Licensee”). The Licensee intends to use the Oldways’ A Taste of African Heritage (ATOAH) cooking and nutrition curriculum. This Agreement covers the terms of this usage.

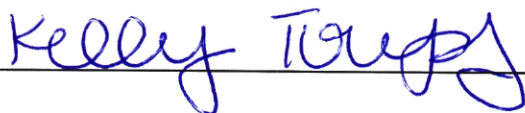
The parties agree that:

1. The licensee agrees to pay an annual fee of \$300 USD to license the materials for the period beginning on the Effective Date and ending April 1, 2020. Oldways will send a renewal notice two months prior to the end of the licensing agreement.
2. Oldways is willing to grant the Licensee a non-exclusive, non-transferable License to use the A Taste of African Heritage Curriculum. Specifically, Oldways will provide a digital PDF of A Taste of African Heritage curriculum including the teacher’s manual and student handbooks (“instructional materials”) for purposes of instructing participants about healthy eating and African heritage foods. Oldways remains the owner of the instructional materials, including all intellectual property rights, and Oldways’ copyright remains printed on the curriculum. The Licensee may use the instructional materials for the purpose of teaching the Oldways A Taste of African Heritage cooking and nutrition series as approved by Oldways, and is not otherwise granted any other rights to use, alter or reproduce the instructional materials.
3. Oldways will also supply the Licensee with a training webinar, and will award the Licensee with official recognition as a Certified ATOAH Instructor after completion.
4. The Licensee is responsible for printing the instructional materials and for all necessary costs incurred with teaching (printing costs, grocery costs, labor costs, etc.).
5. Oldways will also supply the Licensee with entrance and exit student lifestyle surveys, consent forms, and teacher evaluations.

6. In exchange for the instructional materials, the Licensee commits to collecting from class participants the information included in the entrance and exit student lifestyle surveys and consent forms, as well as completing all teacher evaluations. The Licensee will make efforts to collect as comprehensive a data set as possible in light of inconsistent student attendance and other foreseeable obstacles.
7. The Licensee shall send the lifestyle surveys, consent forms, and teacher evaluations back to Oldways within three weeks of the end date of the Licensee's cooking series, in one of three ways, by: (a) mailing it to the Oldways office, ATT: Paola Garza, at 266 Beacon Street, 1st floor, Boston, MA 02116; (b) digitally submitting it via the Oldways website; or (c) scanning and emailing it to kelly@oldwayspt.org.
8. The licensee may not create derivatives of the Program.
9. The licensee agrees that any prior agreements to use, distribute or teach ATOAH are hereby terminated.
10. Failure to comply with the terms of this agreement will result in termination of all rights described above.

This Agreement will be effective from the Effective Date through April 1, 2020.

Thank you for being part of A Taste of African Heritage.



By:
Kelly Toups
Director of Nutrition
Date: 4-10-19

LICENSEE
I agree to the terms and conditions above.

By: John Glascock

Title: Acting City Manager

Date: _____

Approved as to form:

City Counselor 