

CLINICIAN LICENSE

Your right to use the Craving Change Inc. program and its materials is provided to you subject to this License.

This License is made between CRAVING CHANGE INC. a corporation having a registered address at 234, 5149 Country Hills Blvd NW, Calgary, Alberta as the Licensor, and you (“YOU”) as the Licensee.

1. **Interpretation:** In this License, the following words have the meanings set out as follows:

- a. **“Licensed Materials”** means:
 - i. The contents of the Craving Change® Facilitator’s Manual, the client Workbook, the contents of the resource USB, the training videos, online Resource Library, and Fridge Magnets;
 - ii. The Craving Change Trademarks and Copyrights; and
 - iii. The Craving Change website at www.cravingchange.ca and all content thereon;
- b. **“Person”** means an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, a government or agency or political subdivision thereof and every other form of legal or business entity of whatsoever nature or kind;
- c. **“Client Services”** means using the Licensed Materials to provide individual client counseling and/or to facilitate group workshops.
- d. **“Termination for Cause”** means termination of this License by Craving Change Inc., due to a breach of this License by You;
- e. **“Trademarks”** means the name Craving Change and all other trademarks and logos used by Craving Change Inc. whether registered or not as identified in Schedule A - Brand and Trademark Guide.

2. **Grant of License:** By providing the Licensed Materials to You, Craving Change Inc. hereby grants to You a non-exclusive, royalty free, non-transferable license to use the Licensed Materials as herein defined.

3. **Term of the License:**

- a. The term of the License being granted under this Agreement shall be for a period of Three (3) years commencing on the date of purchase of the Licensed Materials unless a notice of Termination for Cause is given to You by Craving Change Inc, in which case the License is immediately terminated. During this time, Craving Change Inc. gives You the right to use the Licensed Materials in accordance with the Terms of this License.
- b. It is mandatory to successfully complete the Craving Change Certification Exam within 120 days commencing on the date of purchase of the Licensed Materials.
- c. The License can be renewed every Three (3) years upon successful completion of the designated re-certification exam and payment of license renewal fee.

d. In the event of non-renewal of the license in Three (3) years, You are responsible for returning all materials including digital materials, hard copies (for example, worksheets), and printed resources (for example, Workbooks) to Craving Change Inc. Alternatively, you can destroy the materials and provide written verification of this to Craving Change Inc. You may no longer refer to yourself as a Licensed or Certified provider, or distribute any of the Licensed Materials.

4. Client Services - Use of the Licensed Materials

- a. The Craving Change program contains sensitive material. You are responsible for facilitating the material within your scope of practice according to your regulatory College or state/provincial agency.
- b. Licensed Materials may be used in your clinical practice with individual clients and with small group workshops. The maximum number of clients per workshop may be 20 clients for an in-person workshop and 12 clients for a virtual, real-time workshop.
- c. Copyrights - Craving Change Inc. grants to You for the Term a non-exclusive right to reproduce the following Licensed Materials in your clinical practice for use by You with your own clients:
 - i. Stand-alone Worksheets
 - ii. Printable Resources
 - iii. Promotion Poster
 - iv. Suggested Resources
- d. You may use the subset of Licensed Materials Approved for Promotion to describe Craving Change – see Schedule A for more detail.
- e. Virtual Counselling and Virtual Delivery of Group Workshops – You agree that You will:
 - i. work within the guidelines specified by Your regulatory College for remote video services. For example, some Colleges have set standards around privacy, confidentiality, jurisdiction, and documentation specific to providing services via the web.
 - ii. refrain from recording any sessions or workshops.
 - iii. only provide the Workbook to clients via mail, courier or in-person pickup. The downloadable Worksheets may be emailed or mailed, but You will not post them online.
 - iv. protect the copyrighted Licensed Materials. Ask each client receiving Worksheets or a Workbook not to distribute, reproduce or post them online, as they are a component of the Craving Change copyrighted program used under license.
 - v. refrain from adapting the Licensed Materials into various webinar formats, other than real-time, face-to-face delivery using video conferencing. Adapting the Licensed Materials into a different online format would constitute a derivative program and is not permitted with this agreement.

5. Restricted Uses: You agree that You will not:

- a. copy, not allow another Person to copy, whether by printing, photocopying, electronic distribution, scanning or any other means, any of the Licensed Materials, except that You may reproduce certain documents as authorized in the Licensed Materials, for use by You with your own clients;
- b. use, or allow any Person to use the Licensed Materials or any part thereof.
- c. use, or allow any other Person to use, the Craving Change Trademarks, including the colours used by Craving Change, without written permission or a license granted by Craving Change.
- d. translate, modify, transfer, lend, rent, lease, assign, share, sub-license or allow another Person to translate, modify, transfer, lend, rent, lease, assign, share, sub-license the Licensed Materials;
- e. scan, digitize or otherwise create electronic documents from non-electronic documents or allow another Person to scan, digitize or otherwise create electronic documents from non-electronic documents; or
- f. otherwise use the Licensed Materials except as authorized herein; without the prior written consent of Craving Change Inc., which consent may be withheld without reason.
- g. use the Trademarks in association with any services containing content that is inconsistent with Craving Change Inc's mission, as determined by Craving Change Inc.

6. Advertising: You will adhere to the advertising and marketing guidelines in the 'Advertising Brand and Trademark Guide' in Schedule A.

7. License is Personal: The License granted hereby is personal to You, and shall only be used by You in your clinical practice. You may not assign this License or any of your rights hereunder, in whole or in part, to any other Person.

8. Ownership of the Intellectual Property: You acknowledge and agree that as between You and Craving Change Inc., Craving Change Inc. shall continue to be the owner of all intellectual property rights in the Licensed Materials and all related modifications, written materials, logos, trademarks, trade names, copyright, patents, trade secret and moral rights, registered or unregistered related thereto. No proprietary interests or title in or to the intellectual property in the Licensed Materials or any modifications is transferred to You by this Agreement.

9. Protection of Intellectual Property: You agree to take all reasonable precautions to prevent unauthorized Persons from using the Licensed Materials in any way that would constitute a breach of this Agreement or a breach of Craving Change Inc.'s intellectual property rights in the Licensed Materials including such precautions as You would otherwise take to protect Your own proprietary information.

10. Licensing Fees: Licensing Fee is included in the purchase price for the Licensed Materials and shall be paid by You upon purchase of the Licensed Materials.

11. Licensee's Representations: You agree to indemnify Craving Change Inc. and undertake to hold it harmless from any costs and expenses (including reasonable legal fees), loss, claim, liability or obligation arising out of any breach by You of the representations, warranties and covenants made by You under this Agreement.

12. No Employment, Joint Venture or Partnership: Nothing contained herein will constitute this arrangement to be employment, a joint venture or a partnership.

13. Termination

- a. Craving Change Inc. may terminate this Agreement immediately upon your breach of any provision in this Agreement by providing You with written notice of termination.
- b. Upon receipt of a notice of termination, You agree to immediately discontinue using and to destroy the Trademarks and the Licensed Materials, and provide written confirmation to Craving Change Inc. of their destruction.

14. Miscellaneous Provisions:

- a. Neither of us shall be responsible to the other for non-performance or delay in performance occasioned by any causes beyond control including, without limitation, acts of civil or military authority, strikes, lockouts, insurrections or acts of God. If any such delay occurs then the applicable time period shall be automatically extended for a period equal to the time lost provided that the party affected makes reasonable effort to correct the reason for such delay and gives the other party proper notice of such delay.
- b. All Your obligations which expressly or by their nature survive the termination or expiration of this Agreement shall continue in full force and effect after the termination or expiration of this Agreement.
- c. All notices, consents, notifications and approvals (a "Notice") permitted or required to be given by this Agreement shall be in writing and shall be deemed to be sufficiently and duly given, on the day of delivery or transmission, if set forth in writing and delivered personally or by email or telecopy.
- d. The parties agree to diligently do or cause to be done all acts or things and to execute all documents and instruments necessary to implement and carry into effect this Agreement to its full extent.
- e. In this Agreement, words importing the singular include the plural and vice versa, and words importing gender include all genders.
- f. This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
- g. Time is of the essence in this Agreement.

- h. Every part of this Agreement is severable and the invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of any other part of this Agreement.
- i. Our failure to exercise any right, power or option given under this Agreement, or to insist upon strict compliance with the terms and conditions of this Agreement by you shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach of this Agreement or default under this Agreement, nor a waiver by us of our right at any time thereafter to require strict compliance with all terms and conditions of this Agreement.

Schedule A

Advertising Materials - Brand and Trademark Guide for Clinician Licensees

Use of Designation and Certification Badge

- You must have a current license and certification with Craving Change Inc. to use the designation "Certified Craving Change® Clinician".
- If currently certified, you may display the 'Trained and Certified by Craving Change Inc.' badge on your webpage and marketing materials.
- License renewal and re-certification is essential for your continued use of the designation and badge.

Use of Trademark Symbols

- The first time the words "Craving Change" are used on a printed page or webpage, they must have the registered trademark symbol "®" beside them. This conveys to the reader that the preceding words "Craving Change" are trademarked and registered in Canada and the United States.
- After the first time on each page, do not use the ® symbol as it becomes cumbersome to read.
- The goodwill associated with the Craving Change Trademark, and all rights therein including the good will pertaining thereto, belong exclusively to Craving Change Inc.

Use of Logos

- The Craving Change logo consists of the words "Craving Change" written in a stylized font, with or without an adapted butterfly image, in colour or black and white. See examples below. **You are not permitted to use the logo in your own promotion materials.** However, you may display the certification badge.



Select Licensed Materials Approved for Promotion

You may describe or demonstrate the select subset of the Licensed Materials from the Facilitator's Manual listed below to explain and promote Craving Change:

- Word Association Activity – pages 38 & 39
- Reasons for Eating/Why We Eat Activity – pages 48 & 49
- Types of Hunger Activity – pages 50 to 52
- Nurture Yourself/How do you nurture yourself? Activity – pages 59 & 60
- Cognitive-behavioural Approach – pages 68 & 69

It must be noted in writing or verbally that you are using this information '**under License with Craving Change Inc.**'

Describing Craving Change

- You may describe and write about Craving Change. This is different from putting the logo on various materials which has complicated legal implications for the trademark and brand.
- You have permission to use the exact wording of the descriptors on the next page.
- Describing the Craving Change program can be complicated as the "psychology of eating" is not a well-known term. You have permission to use the exact wording of the descriptors on the next page either online, in printed materials or in person.
- The "I'm a Member of the Public" section of the Craving Change website at www.cravingchange.ca/public/ includes detailed information, video clips, FAQs and client stories that explain and promote the program. You may post this link on your website or promotional materials.
- The Craving Change Resource USB and online Resource Library have an editable promotion poster for your use. You may add your workshop and contact information to the promotion poster.
- Colourful and client-engaging Promotion Postcards are also available from Craving Change Inc. that include space on the back side for information about your services.

Descriptors for Craving Change®

“I know what to eat but I just can’t seem to do it”

“I’m an emotional eater”

“I want more control over my eating”.

Sound familiar? Come to a Craving Change® workshop and find out why you eat the way you do, why it’s hard to change your eating habits and what you can do about it.

“Craving Change® is an educational program that can help you develop a healthier relationship with food. You will discover why you eat the way you do and learn to take steps to change your problematic eating habits.”

Craving Change® will help you:

- understand why it is so hard to change your eating habits*
- identify your own personal problematic eating triggers*
- learn many different strategies and techniques to change either your triggers or eating response*
- maintain your healthier eating habits*

“Saying “no” to temptation takes more than willpower, it takes ‘skillpower’. Learn new ways of thinking and behaving to help you change your problematic eating habits.”