

Memorandum of Understanding
Between
The University of Texas M. D. Anderson Cancer Center
and
Rains ISD located in Emory, Rains County, Texas “The Organization”
for
ASPIRE Dissemination Project

The University of Texas M. D. Anderson Cancer Center (“MD Anderson”) has created and developed an online curriculum-based tobacco prevention and cessation program that is available in English and Spanish versions and which is known as ASPIRE (A Smoking Prevention Interactive Experience) (“ASPIRE Program”). The ASPIRE Program is an interactive, multimedia program that is designed for culturally diverse middle school and high school students and delivers instructional and behavior-change information to participants regardless of smoking status and stage of change. The ASPIRE Program seeks to help students choose a tobacco and nicotine-free lifestyle, with the ultimate goal of the ASPIRE Program being to prevent cancer and other chronic diseases by sustaining abstinence of tobacco use, vaping use, synthetic marijuana use and increasing cessation awareness.

On a free-of-charge basis, Provider would like to offer the ASPIRE Program for dissemination to **Rains ISD** in order to facilitate viewing of the ASPIRE Program by those aged 13 to 18 years of age; and

This Memorandum of Understanding (“MOU”) is executed by Organization in favor of and for the benefit of MD Anderson and is effective upon the date of last signature below (“Effective Date”). Pursuant to this MOU, the Organization is agreeing to serve as a participant in the ASPIRE dissemination project and to implement the ASPIRE Program with participants. This MOU defines the relationship between MD Anderson and Organization and guides the implementation of the ASPIRE Program by Organization as a participant in the ASPIRE dissemination project.

Accordingly, the parties hereto agree as follows:

Organization agrees to participate in the ASPIRE dissemination project in the following ways:

- Determine participating sites/facilities.
- Be a tobacco-free campus; create a tobacco and vape free environment.
- Assign a core group of members from the Organization to be trained to implement ASPIRE.
- Play a role in implementation of ASPIRE at each site.
- Recruit age-appropriate youth to participate in the ASPIRE Program.
- Will strive to implement ASPIRE with at least 15% of students enrolled on campus.

As an ASPIRE provider, Organization will receive the following benefits:

- Utilize an evidence-based program endorsed by National Cancer Institute and Substance Abuse and Mental Health Services Administration.
- Become identified with a network of organizations committed to tobacco prevention and cessation.
- Be a part of an increasingly visible and powerful voice to reduce tobacco and vaping use.

- Participate in kick-off events and webinars focusing on ASPIRE for youth that can increase Organization's visibility in the community.
- Receive provider training for addressing tobacco and vaping use with Organization's youth.

In reliance upon this MOU, MD Anderson will provide:

- Training for those serving youth with the ASPIRE Program.
- Agreed-upon resources and written materials.
- Incentives for participants and providers, where applicable.

Organization's participation in the ASPIRE dissemination project and use of and access to the ASPIRE Program is subject to the following terms and conditions:

1. Organization's use and access to the ASPIRE Program is limited to educational and noncommercial purposes and no fees or charges may be assessed by Organization in connection with the ASPIRE Program.
2. In using the ASPIRE Program, Organization must attribute the ASPIRE Program to MD Anderson with the following credit: "The ASPIRE Program was developed by and is used and made available with the permission of, The University of Texas M. D. Anderson Cancer Center."
3. During Organization's participation in the ASPIRE dissemination project and use of the ASPIRE Program, Organization will periodically provide feedback as requested to MD Anderson regarding Organization's use and implementation of the ASPIRE Program.
4. All right, title, and interest in the ASPIRE Program, including without limitation, any copyright, remains with MD Anderson, and MD Anderson reserves unto itself all rights of every kind and nature except those specifically hereby granted to Organization. Accordingly, Organization may not make any changes to the ASPIRE Program.

This MOU constitutes the entire and only agreement between MD Anderson and Organization as to Organization's participation in the ASPIRE dissemination project and use of the ASPIRE Program.

This MOU will constitute a binding agreement between MD Anderson and Organization as of the Effective Date and will be effective for a period of three (3) years from the Effective Date, provided that MD Anderson and Organization may each terminate this MOU at any time and for any or no reason upon notice to the other party. Following the expiration or earlier termination of this MOU, Organization may continue to use the ASPIRE Program as provided herein on its own and without support from MD Anderson unless and until MD Anderson instructs Organization to cease using the ASPIRE Program.

- Signature Page to Follow -

ACCEPTED AND AGREED TO:

MD ANDERSON:

**THE UNIVERSITY OF TEXAS
M. D. ANDERSON CANCER CENTER**

By: _____

Name: _____

Title: _____

Date: _____

ORGANIZATION:

**RAINS ISD LOCATED IN EMORY, RAINS
COUNTY, TEXAS**

By: _____

Name: _____

Title: _____

Date: _____

READ AND APPROVED BY:

MD ANDERSON:

**THE UNIVERSITY OF TEXAS
M. D. ANDERSON CANCER CENTER**

By: _____

Name: _____

Title: _____

Date: _____