

Bioline International
ELECTRONIC PUBLISHING AGREEMENT

AGREEMENT entered into as of this 22nd day of November, 2005, by and between Bioline International, University of Toronto at Scarborough, Toronto, Ontario, Canada, M1C1A4 (hereinafter referred to as “BI”) and

_____ of *{PUBLISHER NAME}*
(hereinafter referred to as “Publisher”), as the Publisher of the publication or publications set forth in Exhibit 1, Included Publications (hereinafter referred to as “the Publications”).

WHEREAS, the Publisher is the owner and duly authorized publisher of the Publications, desires that the Publications be produced and distributed electronically, and possesses the rights and authority to license the Publications for electronic publishing and distribution;

WHEREAS, BI is an organization owning, fabricating, and distributing an aggregated, machine-readable, electronic database called Bioline International (as defined below), making data therefrom retrievable and searchable using local and remote terminals and computers;

WHEREAS, the Publisher and BI desire mutually to provide free access of the Publications as a component of Bioline International under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, BI and the Publisher agree as follows:

1. Permission Granted

- 1.1 Publisher grants to BI a nonexclusive worldwide license to digitize, store and distribute the Publications in digital format determined by BI to be best suited for online delivery.
- 1.2 Publisher agrees to provide BI a computerized machine-readable file for each of the Publications, together with one (1) printed copy of same.

2. Warranties and Representations

- 2.1 Publisher represents and warrants that it has full right, power and authority to enter into this Agreement and that there is nothing known to the Publisher, including but not limited to its publishing and copyright arrangements and understandings with authors, editors and other parties, that would prevent it from performing its obligations, or BI in excusing the rights granted it, under the terms and conditions of this Agreement.

Bioline International
ELECTRONIC PUBLISHING AGREEMENT

- 2.2 Publisher agrees to review and proof read their publications once they are posted on line to insure accuracy and to report any corrections necessary. Publisher will not hold BI responsible for any errors contained in the original publications.
- 2.3 Publisher assures BI that Publisher will not infringe upon the copyright of others. Publisher further agrees that it will not knowingly publish in the Publications any matter that is libelous or actionable. Publisher will indemnify and hold harmless BI against any and all such liability, both to BI and the public, for the publication of such matter. BI may refuse to convert to digital format any material deemed by BI to be in violation of this provision. This right of refusal will not relieve the Publisher of liability both to BI and to the public for matter contained in the Publications that may be libelous or actionable and to both BI and copyright owners for copyright infringement by the Publisher.

3. Term of Agreement; Termination

- 3.1 This Licensing Agreement will remain in full force and effect unless terminated in writing by mutual agreement of the parties hereto

IN WITNESS WHEREOF, the parties have caused this Licensing Agreement to be duly executed as of the date and year first written above.

Signed,

PUBLISHER:

BI:

Signature _____

Signature _____

Print Name _____

Leslie Chan

Print Position _____

Associate Director,
Bioline International

