



WEB LICENSE AGREEMENT

BETWEEN: McGill University a corporation duly constituted by royal charter and having a place of business at Montreal, Quebec and hereby represented by its Office for Continuing Professional Development (CPD). (Hereinafter referred to as "McGill")

AND: _____ residing at _____

In the city of _____ (Hereinafter referred to as "the Author")

Name of Event: _____

WHEREAS McGill, through its Office for Continuing Professional Development (CPD), wishes to develop and support a Web-site which will disseminate teaching material on medical topics;

WHEREAS the Author is creator and owner of certain teaching material on medical topics of interest to the CPD;

WHEREAS the parties wish to enter into an agreement to allow McGill the use of certain teaching material of the Author on McGill's CPD Web-site.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

When used in this agreement, the following terms shall have the following meaning unless otherwise expressly provided:

- 1.1 Material means any product, set of slides, or videotaped presentation as appearing or as described in Appendix A hereto, and any related supporting documents, revisions and updates owned or controlled by the Author and associated drawings, slides, graphs and documents contained therein which the Author has free right of disposal at the date of executive
- 1.2 Project shall mean the creation and the ongoing support for the delivery of courses and information on the CPD Web-site
- 1.3 Affiliated Institutions shall mean health institutions linked to McGill by an affiliation agreement
- 1.4 End-Users shall mean persons accessing the McGill University Medical CPD Web site

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2. LICENSE GRANTED

- 2.1 The Author hereby grants to McGill, a worldwide, perpetual, non exclusive, irrevocable, indivisible, non-commercial, royalty-free license (“License”) to the Material for the Project for distribution on the Web and/or on a CD or DVD.
- 2.2 McGill University may, in printed or in electronic form, use, reproduce, permit linking to, publicly display, distribute and telecommunicate, optionally live stream in whole or in part, for use by its End-Users, the Licensed Material in connection with the development, enhancement, presentation, maintenance and support of the Project.
- 2.3 Without limiting the generality of the foregoing, McGill shall be permitted:
 - 2.3.1. to integrate the licensed material in whole or in part, as long as the University at its entire discretion deems it useful, current and appropriate
 - 2.3.2. to copy and digitize the material and store it in electronic format as required
 - 2.3.3. to develop and make available to end-users an index of the Licensed Material
 - 2.3.4. to make the material widely available via the internet, podcasts, CD & DVD
 - 2.3.5. to translate the material into French
- 2.4 The parties agree that, except as stated in this License Agreement, the Author shall otherwise retain all other rights to the Licensed Material.

3. AUTHOR'S WARRANTY

The Author warrants that the Licensed Material is the Author's original work and that all material from other sources have been fully recognized, referenced and approved for the project

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4. CONSIDERATION

In consideration for the License provided hereunder, the University shall:

- 4.1 acknowledge the Author of the Licensed Material whenever and wherever it appears on the CPD Web-site.

5. ENTIRE AGREEMENT

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein

6. LANGUAGE CLAUSE

The parties acknowledge having requested and being satisfied that this Agreement be prepared in English.

Les parties reconnaissent avoir demandé que cette entente soit rédigée en anglais et s'en déclarent satisfaites.

Name of Event: _____

Signed at _____ this ____ day of _____ 202__

For the Author:

Signature: _____

Signature required – typed name not accepted

Name: _____

Address: _____