# Medical Laboratory Simulation Curricula Database

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**c.** an indication whether the Work was modified, an identification of the persons who conducted such modifications, and an indication that the Licensor and any other original author(s) should not be considered responsible for the Work as modified even though they remain credited in relation to the Work.

**2.** The Licensor warrants and represents to CSMLS that the Work:

**a.** is wholly original to, and all associated copyrights and other rights in the Work are owned solely by, him/her, or that the Licensor has obtained all rights from any other author(s), contributors or owner of rights in and to the Work to grant or waive the rights (and waivers of moral rights) contemplated hereunder;

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**c.** contains no personal identifiers or patient health information or, in the event the Work does contain such information, Licensor agrees that Licensor has signed patient consent forms and that these consent forms allow for such personal information to be made publicly available via a website such as the Database; and

**d.** does not promote, condone, or encourage any unsafe, risky, or dangerous activities.

**3.** Licensor agrees to do all things necessary, including execution and delivery of such other documents or agreements to CSMLS, to effect the purposes of this agreement.

**4.** Licensor shall indemnify and hold CSMLS, its affiliates, directors, officers, agents, and employees harmless from and against all damages, claims and expenses (including reasonable legal expenses) to the extent arising from Licensor’s breach of any of its representations, warranties, covenants and agreements hereunder, including without limitation, any claim that the Work infringes a proprietary interest of any third party.

**5.** All representations, warranties and indemnities set out in this agreement, as well as any other provision necessary to give effect to same or which by its nature is intended to survive expiration or termination, shall survive the expiration or termination of this agreement.

**6.** CSMLS agrees to remove the Work from the Database and to cease any other use of the Work by CSMLS, following the provision of ten (10) days written notice to CSMLS by the Licensor.

**General:**

**7.** CSMLS has the right at any time to assign this agreement, including to a successor, with 10 business days written notice to the Licensor.

**8.** This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties to this Agreement irrevocably attorn to the jurisdiction of the courts of the Province of Ontario and the federal courts of Canada situated therein.

**9.** This agreement shall be binding upon the Licensor and upon his/her respective heirs, estates and executors, administrators, successors and assigns, jointly and severally, and shall endure to the benefit of the successors and assigns of CSMLS.

**10.** In the event that any clause, term or paragraph of this agreement is held to be unenforceable in law, such provision shall be given the maximum effect permitted under the applicable law, and such finding shall not affect the validity of the remaining terms of this agreement.

**11.** This agreement constitutes the entire agreement between the parties and cannot be modified except by written instrument duly executed by the parties hereto.

**12.** It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les Parties conviennent que la présente convention et tous les documents s’y rattachant soient rédigés et signés en anglais.

I AGREE TO THESE TERMS AND LICENSE. \*

LICENSOR

YOUR NAME \* 

YOUR TITLE \* 

YOUR CSMLS MEMBER ID \* 

DATE (dd/mm/yyyy) \* 