



Content license agreement

First name: _____

Last name: _____

Your email: _____

Phone number: () _____ - _____

Licensed content

Provide a short description of the content and/or media being released.

CONTENT LICENCE AGREEMENT

This content licence agreement (this “**Agreement**”), dated as of _____ (the “**Effective Date**”), is by and between _____ (“**You**” or “**Licensor**”) and the Canadian Health Information Management Association (which includes any of its affiliated entities, including the Canadian College of Health Information Management (CCHIM), CHIM Information Consulting Inc. (collectively referred to as “**CHIMA**”, “**us**” or the “**Licensee**”, and together with You, the “**Parties**”, and each a “**Party**”).

RECITALS

WHEREAS, Contributor or its licensor(s) is the owner of the rights in the Licensed Content (defined below) and CHIMA wishes to license the Licensed Content for certain uses; **WHEREAS**, The Parties have agreed that You shall license the Licensed Content to CHIMA on the terms and conditions set out in this Agreement. **NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Rights

a. Licensor hereby grants to the Licensee and their successors and assigns the nonexclusive, sublicensable, royalty free, transferable worldwide right and licence to: (a) use, reproduce, distribute, display, and exhibit certain photography, writing, video or audio recordings (the "**Licensed Content**") in whole or in part, in all formats and media as CHIMA determines in its sole discretion; and (b) store the Licensed Content directly or indirectly utilizing a third party service provider pursuant to such third party service provider's terms and conditions.

b. Licensor waives all claims, and has obtained waiver from all creators of the Licensed Content, as applicable, in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to Licensed Content use by the Licensee and its successors and assigns.

c. CHIMA does not have any obligation to include the Licensed Content or to produce, distribute, or otherwise exploit the Licensed Content.

2. Reservation of Rights. You or your licensors own and retain all right, title, and interest in and to the Licensed Content, subject to the licence granted to CHIMA.

3. **Permissions.** As applicable, You have obtained from all persons and entities who are, or whose trademark or other property is, identified, depicted, or otherwise referred to in the Licensed Content, such written and signed licences, permissions, waivers, releases, and consents (collectively, "**Permissions**" and each, individually, a "**Permission**"), including those relating to publicity, personality, privacy, and any intellectual property rights, as are, or reasonably may be expected to be, necessary for the Licensee to exercise its rights in the Licensed Content as permitted by this Agreement without incurring any payment or other obligation to, or otherwise violating any right of, any such person or entity.

4. Representations and Warranties; Liabilities

a. Each Party represents and warrants that it has the full right, corporate power, and authority to enter into and perform its obligations under this Agreement.

b. Licensor represents and warrants that (i) it has the right, power, and authority to grant the rights and licences granted hereunder and is the sole owner or an authorized

sublicenser of the Licensed Content; and (ii) no consents from, or payments to, any third party are required for or by Your grant of rights to CHIMA hereunder or by CHIMA's exercise of such rights.

c. We will not be responsible in any way for any third-party's intellectual property rights which the Licensed Content actually or allegedly infringes and if there is any claim or action regarding the Licensed Content (other than if caused solely by our modification of Licensed Content) You will make sure You cover our costs.

d. You will not be responsible in any way for any third-party's intellectual property rights that we may violate. We will cover your costs in case a third party brings a claim or action against You because of us, unless such action would not have arisen but for your actions.

e. NO PARTY IS RESPONSIBLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT.

f. THE LIMIT ON A PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO CDN\$10 OTHER THAN THOSE UNDER SUBSECTION (C) AND (D).

g. Should a jurisdiction not allow the exclusion of incidental, special or consequential damages under this Agreement, the total liability to a Party in connection with any incidental, special or consequential damages under this Agreement shall be limited to the amount under subsection (f).

5. **Term.** This Agreement shall commence on Effective Date and shall continue until the Licensee is dissolved.

6. **Miscellaneous.** CHIMA may freely assign or otherwise transfer any of its rights and delegate any of its obligations under this Agreement. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and assigns. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation are governed by and construed in accordance with the law of the Province of Ontario, and the federal laws applicable therein. Any legal suit, action or proceeding arising out of or related to this Agreement or the licences granted hereunder shall be instituted exclusively in the courts of the Province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or

representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

Signature

Date (yyyy/mm/dd)