## **PUBLISHING AUTHORIZATION**

## PUBLISHING OF EDUCATIONAL MATERIAL/ ACTIVITY: CIM 2020 Convention

## **ON:** CIM ACADEMY AND FUTURE MOBILE LEARNING APPS

FOR: Canadian Institute of Mining, Metallurgy and Petroleum (hereinafter, referred to as: "CIM")

**BY:** MULTILEARNING Group Inc., as CIM's designee (hereinafter, referred to as: "its Designee")

1. I, the Contributor, agree to submit an Educational Material/Activity entitled

"\_\_\_\_\_" to be publicly published, reproduced, transmitted and distributed by CIM and/or its Designee online, on mobile devices or on site on digital displays. This Educational Material/Activity may include, charts, slides, drawings, photographs, texts, illustrations, summaries, outlines, video files, videos of myself, voiceovers and other materials (all of which shall be referred to as the "Educational Material").

2. I represent and warrant that the Educational Material is original, that I have the right to perform and publish the Educational Material on any electronic media and the rights to permit its use, reproduction, modification, transmission and display by CIM or its Designee, pursuant to the terms of this Publishing Authorization.

3. For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby grant CIM the non-exclusive and worldwide license to publish electronically this Educational Material under the terms and conditions it deems appropriate. I acknowledge that CIM may accomplish the publication of this Educational Material through its Designee performing the services on CIM's behalf. Therefore, I agree that the rights granted hereunder shall extend to its Designee indicated in this Publishing Authorization. The right to publish electronically, as granted by this Publishing Authorization, means and includes, notably, the right to record and reproduce the Educational Material on any electronic medium; to display or to broadcast it in an electronic format; to adapt the Educational Material in order to fit users' equipment and meet any other technical requirements; and to create translations of the Educational Material in transcript, subtitle or annotation form. *[Note: Neither CIM nor its Designee shall have the authority to change the substance of the Educational Material except for technical manipulations required for converting it into electronic format and language changes required for accurately translating the Educational Material into other languages without changing its meaning.]* 

4. I acknowledge and agree that CIM and/or its Designee have no obligation to publish, or to continue to display the Educational Material or any portion thereof.

5. I, being an author of the Educational Material, hereby waive all moral rights (to the extent permitted by law) with respect to the electronic publication of the Educational Material.

6. I acknowledge that, because neither CIM nor its Designee will be making any changes in the substance of the Educational Material, except for necessary technical manipulations and language changes required for accurate translation, neither I nor anyone acting on my behalf shall hold CIM nor its Designee liable for any claims, actions or damages resulting from the

publication, viewing or use of the Educational Material provided for under this Publishing Authorization.

7. In the event I become aware of any content related problems (copyright clearance issues; mistakes in the accuracy of information,

accidental disclosure of protected information, etc.), I may terminate the permission to publish granted under this Publishing Authorization by delivering a written notice to CIM at the contact details indicated in the article 8 containing the following: "I, (name), author of the Educational Material entitled (title) hereby terminate my publishing authorization with CIM for the said Educational Material due to the following problems : \_\_\_\_\_\_ (signature)" I understand and accept that such termination will become effective thirty (30) days after CIM has received such written notice. I further understand that, though the authorization to publish will thereby have been withdrawn, the other terms and provisions of this Publishing Authorization will continue in effect.

8. I represent that the personal data contained in the Educational Material, including but not limited to the special categories of personal data (e.g. health data, genetic and biometric data) processed prior to the date of the Publishing Authorization for the purposes of the scientific research as may be referred to in the Educational Material, has either been duly made anonymous/de-identified or the necessary explicit consent/authorization/release relating to the processing of the personal data for the purposes of the Publishing Authorization has been duly obtained in compliance with the applicable data protection laws.

9. For accreditation purposes, I accept to share my full name, institution details and contact details as included in/linked to the Educational Material with Accrediting Bodies when CIM and/or MLG apply for accreditation or send detailed activity reports on my educational material so that learners may claim/obtain their professional credits, points, participation confirmation, and certification (As this is mandatory, withdrawal is not possible).

10. I will transmit any notice to be provided under this Publishing Authorization in writing by email to: support@academy.cim.org or by mail to Suite 1250, 3500 de Maisonneuve Blvd. W., Westmount, QC H3Z 3C1.

11. The laws of the Province of Quebec shall govern any disputes, remedies, breaches or claims related to this Publishing Authorization. All matters arising from this Publishing Authorization shall be heard by a court in the province of Quebec, district of Montreal, to the exclusion of the courts of any other country.

For facilitation of future discussions on the Educational Material, I accept to receive a notification by email when a question is posted in the discussion forum related to my Educational Material. O Yes O No