

Bio-Design Automation Consortium, Inc.
License Agreement

This Agreement is made by and between Bio-Design Automation Consortium, Inc., a tax-exempt nonprofit corporation ("Licensee"), and _____, an individual ("Licensor"),

This Agreement is effective upon signature by the Licensor.

WHEREAS, the Licensor has developed and owns the rights to materials that the Licensee wishes to use in carrying out its tax exempt purposes, including at the IWBDAC Conference on July 12-13, 2013; and


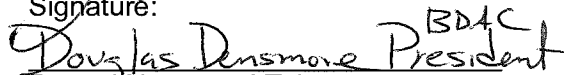
WHEREAS the Licensor desires to make such materials available for the use of the Licensee;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, including the right to participate in the IWBDAC Conference, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Licensor will submit abstracts, presentations, written and printed materials and images (the "Materials") to Licensor.
2. Licensor grants Licensee, for the full term of any copyright or other intellectual property in the Materials, a royalty-free, non-exclusive, worldwide license to use the Materials, in any and all editorial, educational, commercial, trade, exhibition, illustration, promotional, publicity, advertising and other uses, with or without attribution, and in any and all media now existing or invented in the future.
3. In addition to the right to use the Materials and their derivatives, Licensor grants the Licensee the rights to sub-license, modify, reproduce, publish, and distribute the Materials and their derivatives in any and all media and through any and all distribution methods now existing or invented in the future, at Licensee's discretion without need to obtain additional permission.
4. Licensor consents to the use by Licensee of his/her name, image, and biographical information in connection with the Materials for any lawful purposes.
5. Licensor warrants that he/she has the authority to grant the rights herein, that the Materials are original works, are not defamatory, and do not violate privacy, publicity, or any copyright, contract or other property right of any person, organization, or any agreement to which he/she is a party or to which the Materials are subject.
6. Licensor agrees to indemnify and hold harmless Licensee and its affiliates, directors, officers, trustees and employees, from any and all third-party claims, actions, injuries, damages, costs and liabilities (including without limitation, attorneys' fees) arising from a breach of the permissions and warranties granted in this license, and from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Licensor.
7. No officer, director, trustee, employee or agent of Licensee shall be personally liable for the performance of or failure to perform any term or condition of this Agreement.
8. This agreement shall be governed by United States Copyright Law and the laws of the Commonwealth of Massachusetts without regard to choice of law principles.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the date set forth below.

Bio-Design Automation Consortium, Inc.


Signature: _____

Printed Name and Title: Douglas Densmore President BDAC
6/27/13
Date: _____

Signature: _____

Printed Name and Title: _____

Date: _____