

Freelance Licensing Agreement

This Freelance Licensing Agreement (the "Agreement") is entered into by (name) _____ located at _____ ("Contributor") and MULTIMEDIA PHARMA SCIENCES, LLC, a New Jersey limited liability company located at 2 Clarke Drive, Cranbury, New Jersey 08512 ("Company") as of this _____ ("Effective Date"). Contributor and Company may be referred to herein each as a "Party", or together, the "Parties".

WHEREAS, Contributor is a freelance contributor with experience in the pharma or science field about which the Contributor will be writing, and Company is engaged in the business of healthcare publishing and communications; and

WHEREAS, Company wishes to engage Contributor as an independent contractor for the purpose of completing certain specified tasks on the terms and conditions set forth below;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1. Term:** The Agreement shall commence on the Effective Date and end one (1) year from the Effective Date. Thereafter, this Agreement shall automatically renew each year for period of one (1) year (each, an "Additional Term", the Initial Term and each Additional Term being referred to herein as the "Term"). Either party may terminate this Agreement at any time upon written notice to the other party. The confidentiality and indemnification obligations shall survive the expiration and/or termination of this Agreement.
- 2. Services:** Contributor agrees to submit, on Contributor's sole initiative, written articles, audio, or video content, or other content of any kind ("Work(s)") to Company. The manner and method of producing these Works is solely at the discretion of Contributor; Company has no right of control over Contributor's manner or method of performance under this Agreement. Contributor will determine the frequency with which Contributor submits Works (or shall do so in accordance with the schedule of copy deadlines stipulated by Company, should Contributor and Company both agree to such an arrangement). Contributor shall submit Works via e-mail to the Company's editor. Works may be sent back to Contributor for revision, if deemed necessary by Company in Company's sole discretion. Works must meet Company's editorial standards. Company has the sole and exclusive authority to determine whether to publish any and all Works.
- 3. Compensation:** Contributor agrees and acknowledges that Contributor will receive no payment from the Company for use of the Work(s) or the licenses granted in this Agreement. Company agrees and acknowledges that Company will not receive any payment from Contributor for publication by Company.
- 4. Acceptance of Works:** Company must accept Contributor's Work(s) in terms of quality, length, style, timeliness, subject matter, or other criteria that Company deems reasonable. Once a Work is accepted by Company, Company shall have the right to edit the Work and determine whether or how to publish such Work. Contributor is responsible for providing Company with any background information Company may reasonably require.
- 5. Representations and Warranties of Contributor:** By submitting any Work(s) to Company, Contributor represents and warrants that the Work(s) is Contributor's original work and that the Work(s) is not owned by any third party. Further, the Contributor represents that the Work(s) is accurate, has not been obtained by unlawful means, and that the Work(s) has not been previously published in any manner or medium, specifically including, but not limited to, print or electronic media. If any individual Work or any portion thereof has been previously published or used in another way, Contributor must disclose that fact to Company prior to Company's acceptance of the Work, and Company may determine in its sole discretion whether to waive the requirement that the Work not be previously published in any form. Contributor further represents that publication of the Work(s) by Company will not violate any copyright or other intellectual property right of any third party.
- 6. License of Intellectual Property:** Contributor shall retain the copyright to the Work(s). Contributor grants Company an exclusive, royalty-free, worldwide and perpetual license to publish the Work(s) (including without limitation, any tables, illustrations, graphics, or other information contained in the Work(s)) during the full term of copyright and any extensions or renewals, including but not limited to the right to publish, republish, transmit, edit, sell, reproduce, translate, distribute and otherwise use the Work(s) in whole or in part in electronic and print editions of Company's publications or related websites and derivative works throughout the world, in all languages and in all media of expression now known or later developed, and to license or permit others to do so.
- 7. Name and likeness:** Contributor agrees that Company may use Contributor's name, likeness, and biography in connection with the Work(s) in any manner or media whether now known or hereafter developed.
- 8. Indemnification:** Contributor shall defend, indemnify, and hold harmless Company and/or its officers, employees, agents, contractors, subcontractors or representative from any and all damages expenses or liability resulting from or arising out from Works, infringement of any patent, copyright, trademark, trade secret or intellectual property right; breach of this Agreement; or violation of any federal, state or local statute, regulation or ordinance.
- 9. Confidentiality:** In the ordinary course of performing services for Company pursuant to this Agreement, Contributor may have access to certain proprietary and confidential information of Company, including but not limited to financial information, physician lists, operating protocols, business plans, publication plans, information concerning proposed or ongoing research, and other confidential information which Company wishes to protect by keeping such information confidential ("Confidential Information"). For purposes of this Agreement, information which is publicly available or otherwise known to either party from sources other than the other party shall not be deemed Confidential Information. Contributor agrees: i) to utilize Confidential Information only in connection with the performance of Contributor's duties pursuant to this Agreement, and ii) not to disclose any Confidential Information to any third party unless required by law, regulation or legal process, provided that Contributor give Company prior notice of the required disclosure so that appropriate protective orders or other legal remedies may be sought. Contributor agrees that money damages may not be a sufficient remedy for its breach of this Agreement, as such violation could cause irreparable injury to Company. Company shall be entitled to seek an injunction or other appropriate equitable or legal relief to restrain any breach or threatened breach of this Agreement. The prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees, incurred in any such action.

10. Miscellaneous:

10.1 This Agreement constitutes the whole agreement between the parties and shall supersede all previous communications, representations, letters, agreements, either oral or written, between the parties with respect to the subject matter hereof. Contributor acknowledges that Company has not made any promises of work or volume of work other than those which are specifically set forth in this Agreement. Any modifications or amendments to this Agreement and any waiver of any provision hereto shall not be valid unless set forth in writing and signed by the Company and Contributor.

10.2 This Agreement may be executed by any party by facsimile signature, and on one or more counterparts, and by different parties on separate counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, all of which together shall constitute but one and the same instrument.

10.3 Contributor may not assign its rights and obligations under this Agreement without the prior written consent of Company. Company may freely assign this Agreement.

10.4 The relationship among the parties is and will be that of independent contractors. Nothing in this Agreement will create any association, partnership, joint venture or employer-employee relationship between the parties. Neither party will hold itself out as an agent or employee of the other party nor make any statements, representations, warranties or commitments of any kind, or take any action that will be binding on the other party. Contributor shall be responsible for the reporting, deposit and payment of any and all federal, state, and local taxes, including but not limited to income taxes, FICA taxes, and unemployment taxes incidental to the performance of, or payment under, this Agreement.

10.5 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to conflict of laws principles. Any controversy, dispute or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by a single neutral arbitrator located in New Jersey to be agreed between the parties (such as a retired state court or federal judge) and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. An award of arbitration may be confirmed in a court of competent jurisdiction. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CONTRIBUTOR NAME

Signature: _____
Name:
Title:
Date:

COMPANY

Signature: _____
Name:
Title:
Date: