EduMine Author Agreement

The following sets the terms and conditions for the agreement between ......................... (Author) and InfoMine Inc. (EduMine) for an ................................. language course titled "................................................" in EduMine Courseware Template format for publishing on the EduMine website.

1. Author Deliverables

1.1. Delivery of course content in the EduMine Courseware Template format (as described in the EduMine course "Courseware Development for Authors"), or in a suitable electronic format for conversion by EduMine to the Courseware Template format.

1.2. Granting of the license to EduMine for publishing and distribution of course content on the EduMine website.

1.3. The license above is granted for the duration of this agreement. Intellectual property of the course remains with Author before, during and beyond the duration of the agreement. Author will not post the course on a competing website during the duration of the agreement. Author may however present the course in any format on any media Author deems appropriate, including websites, CD-ROMs, printed and electronic formats to support Author's seminars, training activities and oral presentations.

1.4. Review, maintenance, enhancement and correction (where necessary) of the course content by Author for the duration of the licensing period.

1.5. Learner support for the course in terms of timely and appropriate responses to learner questions regarding the course content, either communicated by e-mail or telephone.

1.6. Author provides warrantee of copyright with respect to course content (i.e. warrantee that exclusive copyright of the course material provided to EduMine by Author, or any portion of it, has not been granted to any third party).

1.7. Indemnification by Author of EduMine with respect to third party copyright claims resulting from publishing of course content on the EduMine website.

1.8. Granting of the right to EduMine to publish the course in other languages, as deemed appropriate, by EduMine subject to ...

   (i) EduMine shall keep Author informed of all translations of the course;

   (ii) EduMine shall enter into Translation Agreements with suitably qualified translators;

   (iii) up to 50% (fifty percent) of Author Royalties for a translated course, as defined by clause 2.4 below, shall be allocated to Translator Royalties, payable to the translator

   (iv) the term of a Translator Agreement shall be a minimum of five years

   (v) Author has the right to forego the above, arrange for his/her own translation and retain full Author Royalties for the translated course.

1.9. Author warrants that the course content is consistent with high standards of professional conduct and does not discriminate against learners on the basis of gender, age, socioeconomic or ethnic background, religion, sexual orientation, or disability.

EduMine (a division of InfoMine Inc.)
1.10. Author agrees that all proprietary interests in any product, instrument, device, service, or material held by author and discussed within the course content shall be disclosed at the beginning of the course.

2. EduMine Deliverables

2.1. Maintenance and promotion of a mining and geoscience industry focus on the EduMine website for the duration of this agreement.

2.2. Management, collection, accounting and auditing of course revenue from EduMine enrollment fees and certification fees.

2.3. Quarterly payment to Author of Author Royalties not exceeding one hundred percent (100%) (author share in case of multiple authors) of Net Course Revenue (see Definitions 3.1), subject to the provisions of 2.4 below.

2.4. Provision of services, as necessary and as agreed by Author, for conversion of course content to the EduMine courseware template format. In return for this service, Author agrees to a reduced royalty of ......% (......... percent) of the Net Course Revenue. The royalty reduction is proportional to the conversion service provided by EduMine.

2.5. Provision to Author of EduMine Authoring Tools and the EduMine Authoring Environment, as required, at no charge to Author.

2.6. Provision to Author of peer-review, quality control and learner feedback on Author's course.

2.7. Review and maintenance of the EduMine website and the EduMine Courseware Template for the duration of the publishing period.

2.8. Publication of Author information on the EduMine website with exposure to the mining and geoscience industries via the large InfoMine / EduMine audience.

2.9. Publication of Author proprietary rights in the course content on the EduMine website.

2.10. Free single-user EduMine enrollment for Author for the duration of the licensing period.

2.11. Granting of the right for Author to use the EduMine version of course content for workshops, seminars, etc.

2.12. Provision to Author of access to EduMine viewer statistics on a quarterly basis for audit purposes.

3. Definitions

3.1. Net Course Revenue = Net Enrollment Revenue (see 3.2) multiplied by the Proportional Access Factor (see 3.3) plus Net Certification Revenue (see 3.4)

3.2. Net Enrollment Revenue = EduMine Enrollment Fees less Administration and Technical Support Costs (sixty percent (60%)). Enrollment and certification fees are reviewed periodically and set by EduMine, based on market conditions, with the objective of maximizing EduMine revenues.

3.3. Proportional Access Factor = Learner Access to Author's Course divided by Learner Access to All Courses, as determined by monitoring systems on the EduMine web servers. The Proportional Access Factor will be auditable by Author on a quarterly basis. EduMine will accept full disclosure of the site access
monitoring systems and records.

3.4. **Net Certification Revenue = Course Certification Fees less Administration and Technical Support Costs** (sixty percent (60%)).

### 4. General

4.1. The initial term of this agreement shall be for two years. Thereafter it will automatically renew annually unless cancelled by either party with three month’s notice.

4.2. Notwithstanding 4.1, above, EduMine reserves the right to continue displaying and offering the EduMine version of the course to enrollees for up to six months following cancellation in order to allow learners to complete pre-programmed courses of this duration. In such cases, **Author** continues to receive royalties but foregoes all other benefits.

4.3. All provisions of this contract are subject to approval by the EduMine Review and Approval Board of the suitability of course content for publishing on the EduMine site.

4.4. Copyright to the EduMine Courseware Template is retained at all times by the developer of the template.

Course Title:

EduMine: Simon Houlding

Author: [Signature]

Date:

EduMine: [Signature]

Date: