

AGREEMENT TO PARTICIPATE IN NLM PUBCHEM PROJECT

Made this \_\_\_\_ day of \_\_\_\_\_ 2005, by and between the National Library of Medicine, Department of Health and Human Services (hereinafter referred to as "NLM") and \_\_\_\_\_ (hereinafter referred to as "Participant").

WHEREAS, the NLM was established by statute in order to assist the advancement of medical and related sciences, and to aid the dissemination and exchange of scientific and other information important to the progress of medicine and to the public health, and, in carrying out this purpose is authorized by statute to publish and make available its indexes and bibliographical listings, and to engage in other activities in furtherance of NLM's purpose (sections 381 and 382 of the Public Health Service Act (42 U.S.C. 275, 276)); and

WHEREAS, one of the goals of the National Information Infrastructure is to improve national health care through the delivery of information services;

WHEREAS, Participant is willing to furnish electronically readable versions of certain designated chemical structure information, bioassay information, and/or associated information, at no expense to NLM, in order to incorporate such information into an online database at NLM, known as PubChem, and thereby result in greater dissemination of biomedical information to health scientists, which is consistent with NLM's statutory function to make its materials widely available;

NOW THEREFORE, it is mutually agreed as follows:

1. Participant agrees to deliver to NLM electronic versions of chemical substance information, bioassay information, and/or associated information for the Participant information source, \_\_\_\_\_, in a mutually agreed-upon format.
2. NLM agrees to incorporate into the PubChem system the submitted electronic chemical substance information, bioassay information, and/or associated information for the Participant information source.
3. Participant may provide Uniform Resource Locators (URL's), under its control, for the purpose of allowing online users to obtain further information about the Participant information source. This includes URL's associated with the Participant data source, Participant individual chemical substance records, and Participant individual bioassay description records. The Participant understands that NLM reserves the right to change the allowed URL association types and the allowed number of URL's it will accept for use within PubChem.
4. NLM agrees to use Participant provided URL's within the PubChem system for the purpose of linking back to the Participant's site. Subject to mutual agreement, NLM may support other Participant-requested links to records in selected NLM databases such as PubMed and GenBank.
5. Participant agrees to provide NLM with additions and corrections to the Participant information source, so that PubChem contains the current, up-to-date version of the Participant's information source.

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Participant agrees that old versions of the Participant information source may remain publicly accessible in PubChem for the convenience of prior user applications and/or analyses.

6. The Participant represents that this data deposition does not, to the best of his/her knowledge, violate any intellectual property or contract rights. NLM reserves the right to withdraw public access to Participant provided information that NLM determines to be erroneous or in violation of intellectual property rights.

7. It is understood by the Participant that NLM takes care to present the information provided in a manner that is consistent with the entire PubChem system. As such, NLM reserves the right to modify information provided by the Participant for incorporation into the PubChem system for the purpose of providing a consistent representation of all information throughout the PubChem system.

8. It is understood by the Participant that information being provided for incorporation into the PubChem system by the Participant will result in additional PubChem generated information being derived from the Participant provided information. Furthermore, it is understood that the PubChem generated information and the Participant provided information will be provided without cost and without restriction to the public.

9. It is understood by the Participant that the before mentioned URL's provided by the Participant will be the main source of acknowledgement of the Participant as the source of the data within the PubChem system. The use of such material does not imply an endorsement by NLM of the Participant or its data. NLM makes no representation or implied warranty of merchantability or fitness for a particular purpose with respect to the NLM database and NLM specifically disclaims any such warranties and representations.

10. This agreement shall remain in effect from the date of execution by both parties. It may be terminated by either of the parties upon 30 days written notice to the other party. Neither the Government nor its employees shall be liable or responsible to Participant in any manner whatsoever for any damages of any nature whatsoever arising from the termination of the agreement. Participant agrees that in the event of termination all previously deposited information may remain publicly accessible in PubChem.

11. NLM represents that the PubChem software developed by NLM was prepared with a reasonable standard of care. NLM makes no representation or warranties, expressed or implied, regarding the accuracy of the software or that the software is error free. Therefore, the Participant agrees that it will not make a claim against the NLM or the Government for any damages resulting from errors in the software.

12. NLM shall provide notice in its system documentation and online help files that users should be aware that some material in the databases is from copyrighted publications of the respective copyright claimants. NLM shall also provide notice that users of the database

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are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are to be incorporated by reference. In consideration of such notices, Participant holds NLM free from any liability for any intentional or negligent acts or omissions on the part of participants or users of the database.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective upon the date first written above:

Participant

NATIONAL LIBRARY OF MEDICINE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (typed)

\_\_\_\_\_  
Name (typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title