



AMERICAN PSYCHOLOGICAL ASSOCIATION

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Beth Roberts
Western Regional Sales Manager
American Psychological Association
750 First Street, NE
Washington, DC USA 20002-4242
Tel: (001) 276 628 9804 [Office] / (001) 202 568 9458 [Mobile]
Fax: (001) 202 336 6160
mroberts@apa.org

Vendor Sales Contact for This License Agreement (if applicable):

Name: _____
Company: _____
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**American Psychological Association
Licensing Department
750 First Street, NE
Washington, DC 20002-4242 USA**

**American Psychological Association (APA)
Electronic Databases
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Licensee (Consortium): _____

Contact Name: _____

Contact Institution: _____

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Authorization by Licensee	Authorization by APA
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Date:	Date:

**THIS COVER SHEET MUST BE SIGNED, ALL OF THE FOLLOWING PAGES INITIALED,
AND THE ENTIRE DOCUMENT RETURNED IN FULL.**

Return to: American Psychological Association, Licensing Department
750 First Street, NE, Washington, DC 20002-4242
Fax: 202 336-6160; Telephone: 202-336-5648; TDD/TTY: 202-336-6123

ELECTRONIC DATABASES CONSORTIUM LICENSE AGREEMENT

AGREEMENT by and between, the American Psychological Association, a not-for-profit, tax-exempt association with its principal office at 750 First Street, NE, Washington, DC 20002-4242 (“APA”), and [name] _____, [address] _____ (“Licensee”) (the two entities collectively referred to as the “Parties”), has been executed as of the Effective Date set forth on the Cover Sheet attached hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

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- 4.2.4 Licensee represents and warrants that it will use reasonable endeavors to notify Member

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4.3 Mutual Representations and Warranties

Both Parties represent and warrant that a) it has the legal authority to enter into this License Agreement; b) this Agreement will not conflict with any other contract, agreement or law; c) this License Agreement, executed and delivered, will constitute a binding obligation; and d) it shall adhere to Section 6 and all applicable privacy and data protection laws applicable to the gathering, processing, storing and transmitting of all Confidential Information, as defined below.

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6. Confidential Information

- 6.1 Each Party acknowledges that, in connection with the performance of this License Agreement, it may receive certain confidential or proprietary technical, business or financial information and materials of the other Party or data related to the usage of the Licensed Materials by Licensee, Member Sites and Authorized Users ("Confidential Information"). Confidential Information shall include the disclosing Party's service offerings, methodologies, software, product documentation, data, legal strategies and work product, and any other business, financial or technical information that is marked or otherwise identified as confidential or proprietary.
- 6.2 Both Parties agree (a) to use the other Party's Confidential Information only for the purposes described in this License Agreement; (b) not to reproduce the other Party's Confidential Information and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; and (c) to restrict access to the other Party's Confidential Information to such of its personnel, agents, suppliers and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this License Agreement. Both Parties agree that all Confidential Information is proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.
- 6.3 Notwithstanding the foregoing, each Party may disclose Confidential Information (a) if expressly authorized in writing by the subject of that information; (b) in response to an order of a court or other governmental body; (c) as required by law or regulation to be disclosed; or (d) in order to establish a Party's rights under this License Agreement.
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7. Term and Termination

- 7.1 Term. The term of this Agreement shall be as set forth on the Cover Sheet, terminating at midnight on the last day of the Term. This Agreement shall automatically renew for additional one-year terms on payment of annual license fees as set by the APA and agreed to by the Licensee unless Licensee notifies the APA in writing of its intention not to renew at least thirty (30) days prior to the expiration of the then-active term or unless the License Agreement is terminated as provided for herein.

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7.2.1 If the Licensee does not pay the Fee(s) set forth in Section 9 or fulfill the obligations of Sections 2, 3, 4.2, 4.3, and 6 above, the APA shall have the option to cancel the License Agreement effective thirty (30) days following the date on which the APA mails, by registered mail, written notice of such cancellation to the Licensee at the business address stated on the Cover Sheet of the License Agreement. In the event of termination pursuant to this Section 7.2.1, no refund or partial refund of the Fees paid by the Licensee will be given.

7.2.2 Either Party may terminate without cause within the first thirty (30) days following the Effective Date. Termination shall be effective immediately upon written notice to the other Party, and the APA shall refund a pro-rated amount of the Service Fee paid for the Term.

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9.1 The term of this License Agreement shall be as set forth on the Cover Sheet, terminating at midnight on the last day of the Term. Unless agreed to in writing by the APA and the Licensee or unless the License Agreement is terminated as provided for herein, this License Agreement shall automatically renew for additional one-year terms on payment of annual license fees as set by the APA and agreed to by the Licensee.

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- 9.3 If subsequent to the signing by the Parties of this License Agreement the Licensee and/or its Member Sites purchases access to any new Licensed Materials via the Vendor listed on the Cover Sheet, the authorized representative of the Licensee will complete, sign and return to the APA an addendum (Schedule D) to the License Agreement which will be provided by the APA to the Licensee. All such addendums to this License Agreement are subject to all terms and restrictions hereinafter set forth within this License Agreement.
- 9.4 Under this License Agreement, if the Licensee and its Member Sites access the Licensed Materials on the APA PsycNET platform, the Licensee and./or its Member Sites will pay the APA two fees: the APA fee for data only and a technology/service fee for APA delivery. If the Licensee and its Member Sites accesses the Licensed Materials on another Vendor platform, the Annual License Fees are the APA's fees for data only and do not include the Vendor surcharge for accessing the database. The License Fees will be paid to the APA by the Licensee's Vendor of choice that is referenced on the Cover Sheet of this License Agreement.
- 9.5 If the Licensee and/or the Member Sites does not pay the Fee(s) or fulfill the obligations of Paragraphs 2, 3, and 4 above, the APA shall have the option to cancel the License Agreement effective thirty (30) days following the date on which the APA mails, by registered mail, written notice of such cancellation to the Licensee at the business address stated on the Cover Sheet of the License Agreement.
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- 9.7 If the Licensee does not renew the License Agreement at the end of the Term specified on the Cover Sheet, the Licensee and the Member Sites may obtain access to the content published during the time they paid for annual site licenses as described in Schedule A. No access rights are available to the Licensee and/or its Member Sites if they cancel their PsycINFO and/or PsycTESTS site license.
- 9.8 The current APA data fee schedule is available from the APA in printed form and online. The APA shall provide a copy of revised annual data fees to Vendors at least 90 days before the end of the calendar year.

10. General

- 10.1 Entire Agreement. This License Agreement incorporates the Cover Sheet and the attached Schedule(s) and sets forth the entire Agreement and understanding between the Parties with

respect to the subject matter thereof and supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties.

- 10.2 Modification. No modification or amendment of this License Agreement shall be binding upon either Party unless it shall be in writing and signed by persons authorized to bind the Parties to this License Agreement.
- 10.3 Assignment. This License Agreement is not assignable without the APA's prior written permission, and this License Agreement shall be binding upon heirs, successors, and assigns of the Parties hereto.
- 10.4 Severability. If any one or more of the provisions of the License Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect the validity or enforceability of any other provisions of the License Agreement.
- 10.5 Force Majeure. Neither Party's delay or failure to perform any provision of this License Agreement as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or give rise to, a breach of this License Agreement.
- 10.6 Good Faith Resolution. If there are any disputes or disagreements regarding the terms and conditions of this License Agreement, both Parties agree to work in good faith to resolve the issues.
- 10.7 Governing Law; Venue. This License Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia, without regard to its principles regarding conflicts of law. Each Party hereby irrevocably submits to, and waives any objection to, the exclusive personal jurisdiction of the state and federal courts located in the District of Columbia.
- 10.8 All notices shall be in writing and shall be sent to the other Party via registered or certified mail to the address set forth on the first page of this License Agreement.
- 10.9 The provisions of Sections 3, 4.2, 4.3, 5, 6, 7, and 10 shall survive the termination or expiration of this License Agreement.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the Effective Date set forth on the attached Cover Sheet.

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For PsycARTICLES, PsycCRITIQUES, and PsycEXTRA

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Revised September 2011

Schedule B

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Vendors: APA (APA PsycNET), EBSCO, Hogrefe, Ovid Technologies, ProQuest

PsycBOOKS[®]

Vendors: APA (APA PsycNET), EBSCO, Ovid Technologies, ProQuest

PsycCRITIQUES[®]

Vendors: APA (APA PsycNET), EBSCO, Hogrefe, Ovid Technologies, ProQuest

PsycEXTRA[®]

Vendors: APA (APA PsycNET), EBSCO, Hogrefe, Ovid Technologies (not on SilverPlatter)

PsycTESTS[™]

Vendor: APA (APA PsycNET), EBSCO, Ovid Technologies

In addition, any and all future licensed APA database products not listed here which are accessed via the Vendor listed on the Cover Sheet of this License Agreement.

Schedule C

List of All Consortium Member Sites Covered by This Agreement

Consortium License Administrator: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Please list the name of each institution, name of contact, address, phone number, and email address for each Member Site.

**American Psychological Association
(APA) Electronic Databases
Consortium License Agreement Addendum**



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Contact Name:	Contact Institution:
Address:	Website:
	Email:
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