

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



Licensee (Consortium): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

City/State/Province/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Country: \_\_\_\_\_

Fax: \_\_\_\_\_

The terms of this License Agreement apply to any or all databases listed in Schedule B to which the above-referenced Licensee and/or its Member Sites have purchased access at any point in time and as signed to below by the Licensee's designated representative authorized to bind the Licensee and its Member Sites to this License Agreement.

**User Community:**

- Faculty
- Librarian
- Practitioner
- Walk-ins when physically present
- Professional Staff
- Student
- Other \_\_\_\_\_

**Vendor:**

- APA (APA PsycNET®)
- Datastar
- Dialog
- EBSCO
- Hogrefe
- Ovid Technologies
- ProQuest

**Term of License Agreement:** The Term of this License Agreement shall begin on \_\_\_\_\_ (the "Effective Date") and end on \_\_\_\_\_. Unless agreed to in writing by the American Psychological Association (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 American Psychological Association and agreed to by the Licensee and its Member Sites.

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:

### 1. Definitions

- **APA** American Psychological Association, a non-profit corporation with offices at 750 First Street, NE, Washington DC 20002-4242 USA.
- **Authorized Users** Those types of users indicated on the Cover Sheet as being affiliated with the Licensee and its Member Sites and who are permitted access to the Licensed Materials. See Cover Sheet of this License Agreement for specific categories of users. Authorized Users may be remote users so long as they are affiliated with the Licensee and its Member Sites. Walk-ins (patrons who are not affiliated with the Licensee) may be considered Authorized Users only if they are physically present at the Licensee’s site or the Member Sites’ sites.
- **Commercial Use** Use of Licensed Materials for any other purpose than those contemplated by this License Agreement including but not limited to instances wherein the Licensee and/or its Member Sites is rewarded monetarily through the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. Neither recovery of direct costs by the Licensee and/or Member Sites from Authorized Users, nor use by the Licensee and/or Member Sites from Authorized Users of the Licensed Materials in the course of funded research, including research funded by a commercial organization, shall be deemed Commercial Use. Commercial Use is strictly prohibited.
- **Consortium** A Consortium is a group of academic educational institutions or companies with multiple sites and their libraries that have authorized a single administrative organization to negotiate this License Agreement on their behalf. A Consortium may consist of units of a single legal entity (for example, different branches of a state university), or institutions that are separate legal entities.
- **Course Packs** A collection or compilation of materials incorporating portions of the Licensed Materials (for example, book chapters) assembled by members of staff of the Licensee and/or its Member Sites for use by students in a

class at the Licensee's and/or Member Sites' institution for the purposes of instruction.

- **Courseware** A Web-service based software package for educational use that enables faculty to post course materials, calendars, and quizzes on a secure network server.
- **Electronic Reserve Collection** Reserved readings (for example, book chapters) compiled by faculty and made available digitally to students or other Authorized Users at Licensee's and/or Member Sites' institution for a specific course of instruction.
- **License Agreement** The agreement between the APA and the Licensee, which defines the scope of use of Licensed Materials by the Licensee and its Member Sites.
- **Licensed Materials** The Database(s) indicated on Schedule B of this License Agreement.
- **Licensee** The Customer/Institution as indicated on the Cover Sheet of this License Agreement.
- **Member Sites** Individual entities listed in Schedule C of this License Agreement which are members of the Consortium (Licensee) which is a Party to this License Agreement. Individual Member Sites may purchase access to products under this License Agreement. Consortium may consist of units of a single legal entity (for example, different branches of a state university) or institutions that are separate legal entities. Each Member Site is regarded as a single organization for the purposes of this License Agreement even though it may be spread over a number of locations. Individual Member Sites may be added to or withdrawn from inclusion in this License Agreement by mutual agreement of the APA and Licensee.
- **Secure Network** A network (whether a standalone network or a virtual network on the Internet), which is accessible only to Authorized Users approved by the Licensee and its Member Sites, requiring the identity of a user to be authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee and its Member Sites. A proxy server may be included in the network.
- **Vendor** APA or third-party software distributor of Licensed Materials.

## 2. License Grant

- 2.1 Use and Access. Subject to all terms and restrictions hereinafter set forth, the APA hereby grants to Licensee and its Member Sites upon the purchase of access to the Licensed Materials a

limited, nonassignable, nonexclusive license to access and use the Licensed Materials and the right to sublicense access to and use of the Licensed Materials to Authorized Users for the period of time set forth in the Cover Sheet, but not for any Commercial Use. This license grant shall include the following:

- 2.1.1 Print; Download; Extraction. Consistent with the Fair Use provisions of Section 107 of the U.S. Copyright Act, Licensee and its Member Sites may display, print, download, extract or use a reasonable amount of content contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
- 2.1.2 Electronic Links. Licensee and its Member Sites may provide secure electronic links to the Licensed Materials from Licensee's web page(s) to increase the usefulness of the Licensed Materials to Authorized Users. Upon request, the APA will assist Licensee and its Member Sites in creating such links and Licensee and its Member Sites shall make changes to the appearance of such links and/or in statements accompanying such links as requested by the APA.
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  - iii. Such requests may be fulfilled only by Licensee and its Member Sites printing a copy of the item and providing that print copy or a photocopy or facsimile transmission thereof to the requesting party or by using an automated Inter-Library Loan system providing that it supplies images only and not digital content.
  - iv. This clause pertains only to the Licensed Materials including PsycARTICLES, PsycBOOKS, PsycEXTRA and PsycCRITIQUES. It does not apply for PsycINFO and PsycTESTS.
- 2.1.4 Course Packs. Consistent with the Fair Use provisions of Section 107 of the U.S. Copyright Act, Licensee and its Member Sites may incorporate parts of the Licensed Materials which contain full text, but not including PsycINFO and/or PsycTESTS, in electronic Course Packs, Courseware and/or Electronic Reserve Collection for the use by Authorized Users in a particular course of instruction offered by Licensee and its Member Sites under the following conditions:
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- iii. Access to Course Packs, Courseware and/or Electronic Reserve Collections is to be controlled by security measures, such as IP authentication or the use of authorized passwords that are only to be provided to registered students of that particular course;
- iv. Licensee and its Member Sites shall permanently delete all copies of Course Packs, Courseware and Electronic Reserve Collections when they are no longer used for a particular course;
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- vi. Permission for other reproduction should be sought from the APA, via the APA Permissions Office; however no reproduction of a Course Pack shall be allowed for material obtained from PsycINFO and PsycTESTS.

### **3. Ownership of Intellectual Property**

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- 3.2 Removal of Copyright Notice. Licensee, Member Sites, and Authorized Users shall not remove, obscure or modify any copyright or other notices in the Licensed Materials.
- 3.3 Modification. Other than as set forth herein, Licensee, Member Sites, and Authorized Users shall not modify or create a derivative work of the Licensed Materials, in whole or in part, without prior express written permission of the APA.

### **4. Obligations and Representations and Warranties**

#### **4.1 APA**

- 4.1.1 The APA represents and warrants that to the best of the APA's knowledge, the Licensed Materials used as contemplated by this License Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any third party. The APA shall indemnify and hold Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of legal action taken against Licensee due to an actual or alleged infringement of such rights. This indemnity shall not apply to any Course Pack, Courseware, Electronic Reserve Collection or other derivative work created by Licensee, Member Sites, and/or Authorized User or if Licensee, Member Sites, and/or Authorized User has modified or used the Licensed Materials in any way not permitted by this License Agreement.
- 4.1.2 The APA reserves the right to withdraw from the Licensed Materials any material which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The APA shall give written notice of the withdrawal to Licensee within sixty (60) days of the removal of any material pursuant to this section.

- 4.1.3 The APA shall comply with the American with Disabilities Act (ADA) by supporting assistive software or devices such as large print interfaces, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with generally accepted best practices.
- 4.1.4 The APA shall make statistics regarding the usage of the Licensed Materials on the APA PsycNET platform by the Licensee, Member Sites, and its Authorized Users available to the Licensee in a manner consistent with generally accepted best practices. The APA provides ongoing access to usage statistics in a password-protected site. When access to the Licensed Materials is provided on another Vendor's platform, the Vendor will make available to the Licensee statistics regarding the usage of the Licensed Materials on its platform by the Licensee, Member Sites, and its Authorized Users.
- 4.1.5 The APA will store Licensed Materials in one or more of APA's locations in digital form accessible by telecommunications links between such locations and authorized locations of the Licensee and its Member Sites.
- 4.1.6 The APA shall use reasonable efforts to provide continuous access to the Licensed Materials. Unavailability may occur related to failure of equipment or services beyond the control of the APA. Every effort will be made to minimize any downtime and to restore services in the event of a failure beyond the control of the APA.
- 4.1.7 No computer software is delivered as a part of this License Agreement and this License Agreement is not conditional upon Licensee's ability to provide its own software or the ability to use the Licensed Materials provided under this License Agreement.

## 4.2 Licensee

- 4.2.1 Licensee agrees to the terms and conditions herein and shall be responsible for compliance with same on behalf of Member Sites and Authorized Users. Licensee represents and warrants that it has the right and authority to enter into this License Agreement and act on behalf of the Member Sites and Authorized Users.
- 4.2.2 Licensee agrees to indemnify and hold harmless the APA, its directors, its officers, employees, successors and assigns from and against any claims, actions or demands arising from a breach of this License Agreement or from a third party claim of infringement due to the use or creation of a Course Pack, Courseware, Electronic Reserve Collection or other derivative work created by Licensee and/or Authorized User or due to an unauthorized use of the Licensed Materials by Licensee, Member Sites, or Authorized Users.
- 4.2.3 Licensee agrees to designate a single person to be the administrator of this License Agreement. The name, address, phone number, and e-mail address of the License Agreement administrator shall be listed on the Cover Sheet and in Schedule C. Licensee shall notify the APA of any changes to the assigned administrator or contact information.
- 4.2.4 Licensee represents and warrants that it will use reasonable endeavors to notify Member

Sites and Authorized Users of the terms and conditions of this License Agreement and use best efforts to protect the Licensed Materials from unauthorized use or other breach of this License Agreement.

- 4.2.5 Licensee represents and warrants that it will provide access to the Licensed Materials on a Secure Network. Licensee, Member Sites, and their Authorized Users shall be granted access pursuant to IP (“Internet Protocol”) addresses, passwords, public keys or certificates, or other security protocols developed and accepted during the term of this License Agreement. Licensee shall provide via separate electronic delivery to the APA a complete set of Licensee’s valid IP addresses for each Member Site included in Schedule C to enable the APA to authenticate users and to supply accurate statistics. The form of these IP addresses must be acceptable to the APA. Only those IP addresses submitted by the Licensee will have access to the Licensed Materials, and Licensee is responsible for promptly notifying the APA of any changes in the IP addresses.
- 4.2.6 Licensee represents and warrants that it will use best efforts to ensure that no external, unauthorized users will have access to the Licensed Materials.
- 4.2.7 Licensee agrees to inform the APA, immediately upon becoming aware of any unauthorized use or other breach, and to take reasonable and appropriate steps both to ensure that such activity ceases and to prevent any recurrence.
- 4.2.8 If the APA identifies any unauthorized use of the Licensed Materials in breach of this License Agreement, the APA has the right to immediately terminate access under this License Agreement for the offending IP Address until the breach is corrected. The APA and Licensee agree that they will work together to correct the breach as soon as possible so that access can be restored.

#### 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.

### 5. Disclaimer of Warranties / Limitation of Liability

- 5.1 THE LICENSED MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE APA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE LICENSED MATERIALS, EXCEPT AS MAY BE EXPLICITLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE APA MAKES NO WARRANTY THAT ACCESS TO LICENSED MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE.
- 5.2 Although care has been used in the accuracy, completeness, or functioning of the Licensed Materials, the APA assumes no responsibility for the Licensee's, Member Sites' or Authorized

Users' use thereof and shall not be liable for loss of profits, loss of use, or incidental, consequential, or exemplary damages as a result of such use, even if aware of the possibility thereof.

- 5.3 In no event may the Licensee, Member Sites or Authorized Users bring any action arising out of the Agreement more than three (3) years after the claim or cause of action arises. The APA shall in no event be liable for more than the fees paid by Licensee under this License Agreement (whether in contract or in tort, including negligence and strict liability).

## **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.
- 6.4 If either Party breaches this Section, the non-breaching Party will suffer irreparable harm, the total monetary damages for which will be impossible to calculate and therefore inadequate. Accordingly, the non-breaching Party may a) seek appropriate injunctive relief against the breaching Party or b) exercise any other rights and seek any other remedies to which the non-breaching Party may be entitled at law, in equity and under this License Agreement.

## **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.

## 7.2 Termination.

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.

7.3 Effect of Termination. Upon termination for any reason and upon Licensee's request, the Licensee and its Member Sites may obtain access to the content published during the time they paid for annual site licenses as described in Schedule A.

## 8. **Trial Subscriptions**

8.1 The Licensee and its Member Sites may from time to time during the Term of this License Agreement desire access to additional APA products identified in Schedule B to which the Licensee and/or its Member Sites has not purchased access for a limited, trial period ("Trial Subscription") to determine their usefulness or suitability to the Licensee. The Licensee's access to and use of all such APA products granted under a Trial Subscription shall be subject to and governed by all applicable Terms and Conditions of this License Agreement. The APA agrees to offer the Licensee and its Member Sites the one-time option of obtaining free trial access to the Licensed Materials for a period of 30 days prior to the Licensee and/or the Member Sites purchasing access to the Licensed Materials. This free trial is subject to availability.

8.2 The Licensee's and Member Sites' access to and use of all such APA products granted under a Trial Subscription shall be subject to and governed by all applicable Terms and Conditions of this License Agreement.

## 9. **Payment and Renewals**

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.

9.2 The primary Vendor for delivery of the Licensed Materials is indicated on the Cover Sheet to this License Agreement. Service fees to the Vendor are the responsibility of the Licensee. The Licensee may substitute other Vendors upon notice to the APA, at which point the Licensee must sign a new License Agreement for Vendor Access. During the term of the access period, the Licensee may contract with multiple providers for the Licensed Materials with no

additional data fee to the APA. The Licensee must inform the APA of such agreements or renewals.

- 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.
- 9.6 At the conclusion of each one-year term of access to the Licensed Materials by the Licensee and/or its Member Sites and in advance of the APA's receipt of the Licensee's and/or the Member Sites' payment of the Fee(s) or of the payment of the License Fees paid to the APA by the Licensee's Vendor of choice, the APA will extend to the Licensee and its Member Sites a grace period of thirty (30) days access to the Licensed Materials beyond the date of expiration of each one-year term of access. If payment of the Fee(s) is not received at the end of the 30-day grace period, the Licensee and its Member Sites will be assumed by the APA to have cancelled its subscription to the Licensed Materials and its access to the Licensed Materials will be terminated by the APA or the Vendor listed on the Cover Sheet of this License Agreement.
- 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.

**APA Archiving and Access Policy For  
PsycARTICLES<sup>®</sup>, PsycBOOKS<sup>®</sup>, PsycEXTRA<sup>®</sup>, PsycCRITIQUES<sup>®</sup>**

**Archiving by APA**

APA is committed to preserving the knowledge base in psychology and to serving user and customer needs. To ensure preservation of the knowledge base, APA maintains a digital archive of all Databases and will convert that archive as technology changes. APA also deposits all journal content with Portico for perpetual archiving.

**Access to Customer-Licensed Data Following Site License Non-Renewal**

APA recognizes the business needs of libraries and other customers to retain potential access to content for which they have purchased current access.

*For PsycARTICLES, PsycCRITIQUES, and PsycEXTRA*

APA's annual data fees cover newly published content, not historical content, added each year. As a courtesy to customers and users, APA provides at least 10 years of older content without additional fees during the period of time the customer pays for a site license. If, at a later date, a customer does not renew the site license, they will retain the right to access all newly published content, not historical content, added each calendar year from the first year through the last year for which they paid data fees, without paying additional *data* fees.

*For PsycBOOKS*

Same policy as for PsycARTICLES, PsycCRITIQUES, and PsycEXTRA (mentioned above) except that for PsycBOOKS, newly published content refers to content from the previous copyright year. For example, if a customer had a start date for a site license to PsycBOOKS any time between 1/1/2006 and 12/31/2006, the institution would be entitled to access to the 2005 copyright books.

**Delivery of Customer-Licensed Data**

APA is committed to providing customers options for delivery for site licenses. In general, those options include customer loading, access through several vendors, or access directly from APA, and there is a separate service fee for delivery. A customer who has not renewed an annual site license may also choose one of these options for the calendar year content for which they retain rights. Although they would not pay ongoing data fees, they would pay for the delivery of the content.

Example: Customer pays annual access and data fees for a database for 10 years. In the eleventh year the customer does not renew access. At that point they retain rights to get access to content APA published during the 10 years in which they paid both data and access fees. If they wish to get access to data published in prior years, they may pay a separate data fee. Delivery of the content entails a separate fee, just as it does with annual licenses.

**Note: No Archival and access rights are available to customers who cancel their PsycINFO, PsycTESTS, and/or PsycTHERAPY site license.**

Revised September 2011

## **Schedule B**

### **Licensed Database Products Which Fall Under This License Agreement**

**PsycINFO®**

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

**PsycARTICLES®**

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**



<b>Licensee (Consortium):</b>	
<b>Contact Name:</b>	<b>Contact Institution:</b>
<b>Address:</b>	<b>Website:</b>
	<b>Email:</b>
<b>City/State/Province/Zip:</b>	<b>Telephone:</b>
<b>Country:</b>	<b>Fax:</b>

**Terms and Conditions:** This Addendum is subject to all terms and restrictions of the original License Agreement signed by the Licensee’s designated representative and by the APA for which the term began on \_\_\_\_\_ and which binds the Licensee and its Member Sites to the original License Agreement.

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