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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.

Authorization by Licensee	Authorization by APA
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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 SINGLE SITE 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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- 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.
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- 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, 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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- 9.5 If the Licensee 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 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 if they cancel their PsycINFO and/or PsycTESTS site license.
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- 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.
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- 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 2, 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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Revised September 2011

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Country:	Fax:

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<input type="checkbox"/> Practitioner	<input type="checkbox"/> Other _____	<input type="checkbox"/> Dialog	<input type="checkbox"/> ProQuest
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Name:	Name:
Title:	Title:
Date:	Date:

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