

**American Psychological Association (APA)
 PsycTHERAPY® Database
 Consortium License Agreement**



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- Walk-ins when physically present
- Professional Staff
- Student
- Other _____

Vendor:

- APA (APA PsycNET®)

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

THIS COVER DOCUMENT 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/TYY: 202-336-6123

PsycTHERAPY[®] DATABASE CONSORTIUM LICENSE AGREEMENT

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

1. General Terms of Agreement

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- **Access Period** The period in which Authorized Users of the Licensee will have access to the database(s), as specified on the Cover Sheet of this License Agreement.
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- 5.2.3 The Licensee represents and warrants that it will use best endeavors to notify its Authorized Users of the terms and conditions of this License Agreement and provide the click-through disclaimer (Schedule B) to Authorized Users and use best efforts to

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- 7.2 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.
- 7.3 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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- 8.1 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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- 8.2.1 If the Licensee does not pay the Fee(s) referenced in Section 10 below or fulfill the obligations of Sections 2, 3, 4, 5.2, 5.3, and 7 above, the APA shall have the option to cancel the License Agreement effective immediately. In the event of termination pursuant to this Section 8.2.1, no refund or partial refund of the Fees paid by the Licensee will be given.
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- 11.2 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.
- 11.3 Assignment. This License Agreement is not assignable without the APA's written permission. This License Agreement shall be binding upon heirs, successors, and assigns of the Parties hereto.
- 11.4 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.
- 11.5 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.
- 11.6 Good Faith Resolution. If there are any disputes or disagreements, both Parties agree to work in good faith to resolve the issues.
- 11.7 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.

- 11.8 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.
- 11.9 The provisions of Sections 2, 3, 4, 5.2, 5.3, 6, 7, and 11 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.

Schedule A

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PsycTHERAPY[®]

Vendor: APA (APA PsycNET[®])

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