

## **PsycTESTS Agreement for Authors of Translated Tests**

### **1.0 Definitions**

- 1.1. “Original Test” refers to the original version of the test prior to translation.
- 1.2. “Translated Test” refers to the translated language version of the test.
- 1.3. “Test Author” is the author of the Original Test prior to translation.
- 1.4. The “Copyright Owner” of the Original Test is the Test Author unless those rights were transferred in writing to a publisher or other entity.
- 1.5. “Translation Test Author” is the author who performed the translation and created the Translated Test.
- 1.6. The Translated Test is a “Derivative Work” of the Original Test as defined by the U.S. Copyright Act. This means that the Translation Test Author and the Copyright Owner of the Original Test share rights in the Translated Test. The Copyright Owner of the Original Test must provide permission for the Translated Test to be reproduced and distributed in PsycTESTS. The Translated Test Author must obtain such permission in writing and provide a copy to APA.
- 1.7. The Translation Test Author must also provide permission for the Translated Test to be reproduced and distributed by APA in PsycTESTS by filling out and signing this Agreement.

### **2.0 License Agreement**

This Agreement is between \_\_\_\_\_ (Translation Test Author)  
and the American Psychological Association (“APA”) and is effective as of \_\_\_\_\_, 201\_\_.

- 2.1. Translation Test Author grants APA an irrevocable, non-exclusive, royalty-free, perpetual license to reproduce, distribute, and publicly display the Translated Test listed below in the PsycTESTS database now or in the future as contemplated herein.
- 2.2. The Translated Test may have been previously published in whole or in part as a portion of a larger work in a non-APA journal or book (“Work”), and if so, I warrant that either I retained the right to republish the Translated Test since it is a portion of my prior published Work or I obtained permission from the publisher to include the Translated Test in PsycTESTS.
- 2.3. APA owns all right, title and interest in the electronic database, PsycTESTS, a searchable electronic database for tests and measures. Nothing in this agreement shall convey to Translation Test Author any rights in PsycTESTS.

- 2.4. The license from Translation Test Author referenced in Paragraph 2.1 shall include an irrevocable, non-exclusive, royalty-free perpetual license to APA to create citations and abstracts (“Summary Content”) of the Test Content for APA’s PsycTESTS database and to include these in the PsycTESTS database together with the full text of the Translated Test. APA shall own all right, title, and interest in Summary Content.
- 2.5. The Translated Test and any Summary Content created by APA and stored in the PsycTESTS database may be distributed in any media worldwide in the PsycTESTS database.
- 2.6. APA shall provide full credit to Translation Test Author for all Translated Test content the author provides to APA for inclusion in the PsycTESTS database, and PsycTESTS shall link to related articles published under the author’s name, as well as to related records in PsycINFO.
- 2.7. Translation Test Author agrees to indemnify, defend, and hold harmless APA for any claims of intellectual property infringement brought by any third party based on the use of third party materials in the Test Content.
- 2.8. Translation Test Author represents and warrants that the Translated Test content is original and that all necessary permissions to use any third party materials incorporated in the Test Content have been obtained, including permission from the Copyright Owner of the Original Test.
- 2.9. Translation Test Author verifies that the Translated Test has not been published commercially **(please check the box if the statement is true)**.

☐ I certify that I have not signed over copyright of my Translated Test to a commercial test publisher to distribute.

- 2.10. Translation Test Author authorizes APA and its distribution vendors to indicate to authorized users of the PsycTESTS database that the following conditions apply to the use of the Translated Test content AND that these same conditions have been agreed to by the Copyright Owner of the Original Test **(you must check one)**:

☐ a. The Translated Test content can be reproduced and used for non-commercial research and educational purposes without seeking my written permission. Distribution must be controlled, meaning only to the participants engaged in the research or enrolled in the educational activity. Any other type of reproduction or distribution of the Translated Test content is not authorized without my written permission.

OR

☐ b. Any type of reproduction or distribution of the Translated Test content by authorized users of PsycTESTS is not authorized without my written permission.

OR

☐ c. Any type of reproduction or distribution of the Translated Test Content by authorized users of PsycTESTS is not authorized without prior written permission from the non-APA journal or book publisher where my Work appeared.

- 2.11. Translated Test covered by this Agreement **(you must fill this in)**:
-

**By signing below**, Translation Test Author acknowledges acceptance of the foregoing terms and releases APA from any financial or legal responsibility for the use of the Translated Test as specified herein.

\_\_\_\_\_  
Translation Test Author Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Signed

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

Phone: \_\_\_\_\_