



American Psychological Association (APA)  
*APA Clinical Training Video Series*  
Consortium License Agreement

---

Licensee (Consortium)

---

Contact Name

Contact Institution

---

Address

---

City/State/Province/Zip Email

Country

---

Email

Website

---

Telephone

Fax

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

**User Community**

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

**Vendor**

- ☐ APA (APA PsycNet®)

**Term of License Agreement:** The Term of this License Agreement shall begin on \_\_\_\_\_ (the "Effective Date") and end on \_\_\_\_\_. Unless the License Agreement is terminated as provided herein, this License Agreement may be renewed for additional one-year terms by mutual agreement between the APA and the Licensee and on payment of annual license fees as set by the Vendor indicated above and as agreed to by the Licensee and its Member Sites.

Authorization by Licensee	Authorization by APA
Authorized Signature:	Authorized Signature:
Name:	Name: Keith Allen
Title:	Title: Sr. Director Sales & Marketing - Academic & Trade
Date:	Date:

**THE ABOVE SIGNATURE CONSTITUTES A FULL UNDERSTANDING AND ACCEPTANCE OF THE AGREEMENT IN WHOLE TO INCLUDE ALL PAGES AND SCHEDULES ATTACHED HERETO.**

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

American Psychological Association (APA)  
*APA Clinical Training Video Series*  
Consortium License Agreement  
(APA PsycNet® Access)

**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 (hereinafter "Publisher" and/or "APA"), and [name]\_\_\_\_\_ [address]\_\_\_\_\_ (the Customer/Institution, hereinafter "Licensee"), has been executed as of the Effective Date and by the APA and the Licensee (hereinafter "the Parties") as set forth on the Cover Sheet attached hereto.

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

**1. General Terms of Agreement**

1.1 Definitions

- **Access Period** The period in which Authorized Users of the Licensee will have access to the products(s), as specified on the Cover Sheet of this License Agreement.
- **Authorized Users** Those specific 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. Authorized Users must be those users who are using the Licensed Materials for legitimate educational purposes, whether as a mental health professional in training or as part of other relevant Licensee-approved educational courses or assignments. Authorized Users may be remote users so long as they are affiliated with the Licensee and its Member Sites and meet the criteria stipulated immediately above. "Walk-ins" (patrons who are not affiliated with the Licensee) may be considered Authorized Users if they are physically present at the Licensee's or Member Site's site and accept the disclaimer regarding the terms and restrictions of use of the Licensed Materials. Alumni are excluded as Authorized users.
- **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 its Member Sites from Authorized Users, nor use by the Licensee and/or its 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 utilizing portions of the Licensed Materials (for example, playlists of streaming video segments) assembled by members of staff of the Licensee and/or its Member Sites for use by students in a class at that institution for the legitimate purposes of instruction, whether for mental health professionals in training or as part of other relevant Licensee-approved or Member Site-approved educational courses or assignments.
- **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, journal articles) compiled by faculty and made available digitally to students or other Authorized Users at Licensee's or a Member Site's institution for a specific course of instruction.
- **Licensed Materials** The Product(s) indicated on Schedule A of this License Agreement.
- **Licensee** The Customer/Institution as indicated on the Cover Sheet of this License Agreement.
- **Member Sites** Individual entities specified in Schedule C receiving 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 Licensor 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/or its Member Sites, whose identity is 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/or its Member Sites. A proxy server may be included in the network.
- **Vendor** The American Psychological Association (APA) is a non-profit corporation with offices at 750 First Street, NE, Washington DC 20002-4242 USA.

## 2. Ownership of Intellectual Property

- 2.1 All right, title and interest in the Licensed Materials and all intellectual property rights related thereto, including but not limited to content, data, trademarks, copyrights, and any derivative works derived therefrom, shall be and remain with the APA. Neither Licensee nor Member Sites nor Authorized Users shall have any right, title or interest in the Licensed Materials nor in any related intellectual property rights except as expressly set forth herein.
- 2.2 Removal of Copyright Notice. Licensee, its Member Sites, and Authorized Users shall not remove, obscure or modify any copyright or other notices in the Licensed Materials.
- 2.3 Modification. Other than as set forth herein, Licensee, its Member Sites, and Authorized Users shall not modify or create a derivative work of the Licensed Materials.

### 3. License Grant

- 3.1 Subject to all terms and restrictions hereinafter set forth, the APA hereby grants to Licensee and its Member Sites a limited, nonassignable, nonexclusive license to access and use the Licensed Materials for the period of time set forth in the Cover Sheet, but not for any Commercial Use. This license grant shall include the following provisions as detailed in this Section 3.
- 3.2 Consistent with the Fair Use provisions of Section 107 of the U.S. Copyright Act, the Licensee, Member Sites, and Authorized Users may display or use a reasonable amount of information contained in the Licensed Materials for educational, scientific, or research purposes, including for the purpose of illustration, explanation, example, teaching, or research, except as noted elsewhere in this Agreement. The Licensed Materials are composed of streaming video. The transcripts of the verbal video content are made available only as an aid to facilitate use and comprehension of the video content and shall not be considered the equivalent of a book, journal or other print product. As a result, by this Agreement, the Parties agree that such transcript text included in the Licensed Materials is not primary reading material nor intended for use as primary reading material and as such may not be copied in whole or in part under Fair Use provisions.
- 3.3 The Licensee and its Member Sites may display the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users, provided such use complies with all applicable law, including but not limited to the Fair Use Doctrine of U.S. Copyright law. Unauthorized viewing of the Licensed Materials is expressly prohibited.
- 3.4 The Licensee and its Member Sites may provide secure electronic links to the Licensed Materials from the Licensee's web page and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users, but which must always include the Authorized Users' acceptance of the disclaimer regarding the terms and restrictions of use of the Licensed Materials that appears whenever the user accesses the Licensed Materials. The APA will assist the Licensee and/or its Member Sites upon request in creating such links effectively. The Licensee and its Member Sites may make changes in the appearance of such links and/or in statements accompanying such links as requested by the APA.
- 3.5 The use of the Licensed Materials for Interlibrary Lending is prohibited. The Licensee and its Member Sites may not remove transcripts, transcript excerpts, images, or audio from any of the Licensed Materials and separately distribute them.
- 3.6 Consistent with the Fair Use provisions of Section 107 of the U.S. Copyright Act, and specific provisions in this Agreement, Licensee and its Member Sites may incorporate parts of the Licensed Materials in electronic playlists, Course Packs, Courseware and/or Electronic Reserve Collection for the use by Authorized Users in a particular course of instruction offered by Licensee and/or its Member Sites under the following conditions:
  - 3.6.1 Course Packs shall only be used in electronic form. Course Packs appearing in print, CD-ROM, DVD, or any other physical medium shall be prohibited; screenshots or captures from any of the Licensed Materials is strictly prohibited under any circumstances.
  - 3.6.2 Course Packs, Courseware and/or Electronic Reserve Collections shall not be used or offered for Commercial Use and shall include attribution to the appropriate source, listing title and author of the extract, title and author of the work, and the name of the publisher;

- 3.6.3 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 and which must always include registered students' acceptance of the disclaimer regarding the terms and restrictions of use of the Licensed Materials that appears whenever the user accesses the Licensed Materials. Licensee and its Member Sites may provide URLs in Course Packs, Courseware and/or Electronic Reserve Collections but may not use transcripts, transcript excerpts, images, or audio from any of the Licensed Materials;
- 3.6.4 The 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;
- 3.6.5 Course Packs, Courseware and/or Electronic Reserve Collections in non-electronic non-print perceptible form, such as audio or Braille, may be offered to Authorized Users when necessary; and
- 3.6.6 Permission for other reproduction should be sought from the APA, via the APA Permissions Office.

#### **4. Specific Restrictions on Use of Licensed Materials**

- 4.1 The Licensee and its Member Sites may not use the Licensed Materials for Commercial Use.
- 4.2 Authorized Users must be those users who are using the Licensed Materials for legitimate educational purposes, whether as a mental health professional in training or as part of other relevant Licensee-approved or Member Site-approved educational courses or assignments. Unauthorized viewing of the Licensed Materials is expressly prohibited.
- 4.3 Use of the Licensed Materials by Authorized Users must always include the Authorized Users' acceptance of the disclaimer regarding the terms and restrictions of use of the Licensed Materials that appears whenever the user accesses the Licensed Materials (Schedule B). If the Authorized User does not agree to or cannot abide by the terms of the disclaimer, they will not access the Licensed Materials.
- 4.4 The Licensee and its Member Sites shall not remove the opening disclaimer and user note regarding not disclosing identifying participant information or sharing access with unauthorized users.
- 4.5 The Licensee and its Member Sites shall encourage Authorized Users to view the Licensed Materials in as private an environment as possible, and out of sight or hearing range of unauthorized users as reasonably practical.
- 4.6 The Licensee, Member Sites, or its Authorized Users may not remove, obscure or modify any copyright or other notices in the Licensed Materials.
- 4.7 The Licensee, Member Sites, or its Authorized Users shall not modify or create a derivative work of the Licensed Materials.
- 4.8 The Licensee, Member Sites, or its Authorized Users may not systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose.
- 4.9 The Licensee and Member Sites may not systematically distribute the whole or any part of the Licensed Materials to anyone other than its Authorized Users.

## 5. Obligations and Representations and Warranties

### 5.1 APA's Undertaking

- 5.1.1 The APA represents and warrants to the Licensee that 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 the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee due to an actual or alleged infringement of such rights. This indemnity shall survive the termination of this License Agreement for any reason. This indemnity shall not apply if Licensee, Member Sites, and/or Authorized User has modified or used the Licensed Materials in any way not permitted by this License Agreement. This indemnity shall survive the termination of this License Agreement for any reason.
- 5.1.2 The APA reserves the right to withdraw from the Licensed Materials any material for 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 the Licensee within sixty (60) days of the removal of any content pursuant to this section.
- 5.1.3 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.
- 5.1.4 The APA shall make statistics regarding the usage of the Licensed Materials by the Licensee, Member Sites, and 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.
- 5.1.5 The APA will store Licensed Materials in one or more APA locations in digital form accessible by telecommunications links between such locations and authorized locations of the Licensee and its Member Sites.
- 5.1.6 The APA shall use reasonable efforts to provide continuous service 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 scheduled downtime and to restore services in the event of a failure beyond the control of the APA. It is expected that the service will be available on average ninety-eight percent (98%) of the time or better.

### 5.2 Licensee's Undertakings

- 5.2.1 The Licensee shall indemnify and hold harmless the APA, its directors, officers, employees, successors and assigns against any and all judgments, settlements, penalties, costs and expenses (including attorneys' fees) paid or incurred in connection with any claims of damages by any party which result from the Member Sites' and/or Authorized Users' use of or reliance on the Licensed Materials under this License Agreement, including but not limited to any indirect, special, consequential, or exemplary damages and/or which are attributable to (a) a failure of the hardware or software of Licensee's computer system or (b) alterations to the content of the Licensed Materials by the Licensee, its Member Sites, or Authorized Users not authorized under this License Agreement.

- 5.2.2 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 in Schedule C. Licensee shall notify the APA of any changes to the assigned administrator or contact information.
- 5.2.3 The Licensee 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 protect the Licensed Materials from unauthorized use or other breach of this License Agreement.
- 5.2.4 The Licensee shall only provide access to the Licensed Materials on a Secure Network. The Licensee, its Member Sites, and its 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 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.
- 5.2.5 The Licensee and its Member Sites shall undertake to make best efforts to ensure that no external, unauthorized users, outside of Authorized Users, have access to the Licensed Materials through this License Agreement.
- 5.2.6 The Licensee and its Member Sites agree, immediately upon becoming aware of any unauthorized use or other breach, to inform the APA, and to take immediate and appropriate steps both to ensure that such activity ceases and to prevent any recurrence.
- 5.2.7 If the APA identifies any unauthorized use of the Licensed Materials in breach of this License Agreement, the APA, in its sole discretion and without notice, has the right to immediately cause access under this License Agreement for the offending IP address or session to be terminated until the breach is corrected. When possible however, and at the sole discretion of the APA, the APA may communicate with the Licensee prior to terminating access. The APA and the Licensee agree that they will work together to correct the access breach as soon as possible so that access can be restored.

### 5.3 Mutual Representations and Warranties

Both Parties represent and warrant that a) it has the legal authority to enter into this License Agreement; b) this License 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 7 and all applicable privacy and data protection laws applicable to the gathering, processing, storing and transmitting of all confidential information, such as identifiable user information and other similar usage data.

## 6. Disclaimer of Warranties / Limitation of Liability

- 6.1 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.



- 6.2 No computer software is delivered as a part of this License Agreement and the License Agreement is not conditional upon the Licensee's or Member Sites' ability to provide its own software or to use the Licensed Materials provided under this License Agreement.
- 6.3 Although care has been used in accuracy, completeness, or functioning thereof, the APA assumes no responsibility for the Licensee's or Member Sites' 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.
- 6.4 In no event may the Licensee, Member Sites, or Authorized Users bring any action arising out of the License 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 the Licensee and/or its Member Sites under the License Agreement (whether in contract or in tort, including negligence and strict liability).

## **7. Confidential Information**

- 7.1 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, its Member Sites, and Authorized Users ("Confidential Information"). Confidential Information shall include the disclosing Party's methodologies, software, data, and work product, and any other business, financial or technical information that is marked or otherwise identified as confidential or proprietary. For the avoidance of doubt, Confidential Information does not include the data fees charged by the APA for the Licensed Materials or the terms of this License Agreement as signed to by the APA and the Licensee's designated representative authorized to bind the Licensee and its Member Sites to this License Agreement.
- 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.

## **8. Term and Termination**

- 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 may be renewed for additional one-year terms by mutual agreement between the APA and the Licensee and 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.



## 8.2 Termination.

8.2.1 If the Licensee does not pay the Fee(s) referenced in Section 9 below or fulfill the obligations of Paragraphs 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.

8.2.2 Effect of Termination. Upon termination, if applicable, Licensee is entitled to the archival rights outlined in Schedule B.

## 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 the License Agreement is terminated as provided for herein, this License Agreement may be renewed for additional one-year terms by mutual agreement between the APA and the Licensee and on payment of annual license fees as set by the APA and agreed to by the Licensee and its Member Sites.
- 9.2 Under this License Agreement, the Licensee and its Member Sites access the Licensed Materials on the APA PsycNet® platform and the Licensee and/or its Member Sites will pay the APA one fee: the APA fee for data only.
- 9.3 If subsequent to the signing by the Parties of this License Agreement the Licensee and/or its Member Sites purchase any new Licensed Materials, 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 At the conclusion of each one-year term of access to the Licensed Materials by the Licensee and its Member Sites and in advance of the APA's receipt of the Licensee's and/or Member Sites' payment of the Fee(s), 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 their subscription to the Licensed Materials and their access to the Licensed Materials will be terminated by the APA.
- 9.5 If the Licensee does not renew the License Agreement at the end of the Term specified on the Cover Sheet or if the License Agreement is terminated by either Party, no access rights to the Licensed Materials will be available to the Licensee and/or its Member Sites.
- 9.6 The current APA data fee schedule is available from the APA in printed form and online.

## 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 written permission. 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, 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, 5.2, 5.3, 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.

## Schedule A

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

- ☐ ***APA Clinical Training Video Series: Behavioral Health***  
Vendor: APA (APA PsycNet®)
- ☐ ***APA Clinical Training Video Series: Couple Therapy***  
Vendor: APA (APA PsycNet®)
- ☐ ***APA Clinical Training Video Series: General Mental Health***  
Vendor: APA (APA PsycNet®)
- ☐ ***APA Clinical Training Video Series: Substance Abuse and Addictions***  
Vendor: APA (APA PsycNet®)

In addition, any and all future licensed *APA Clinical Training Video Series* products not listed here which are accessed via the APA.

## Schedule B

### **American Psychological Association APA Clinical Training Video Series Disclaimer**

The videos in the APA PsycTherapy database are intended for educational and training purposes. Unauthorized viewing of these videos is expressly prohibited. All participants have agreed to allow their clinical demonstrations to be filmed and distributed for educational and clinical purposes; nonetheless, the material should be considered confidential and treated according to professional and ethical guidelines.

By viewing these videos, you agree that:

- You are an Authorized User, which means you are using this video for legitimate educational purposes, whether as a mental health professional, a mental health professional in training, or as part of other relevant educational courses or assignments (including in-service training).
- It is unethical (and possibly unlawful) to disclose identifying information about any of the participants in this database or to share access to this database with unauthorized viewers.
- You will not make any copies or cause any copies to be made, including downloading or attempting to download any videos, and you understand that it is illegal to copy or disseminate the video footage or session transcripts without prior written permission of the Publisher.
- You will respect the videos and their content by viewing the videos in as private an environment as reasonably possible, out of sight or hearing of unauthorized viewers to the maximum degree possible.

Should you breach any of the above terms of agreement, the Publisher has the right, to pursue all legal remedies against you, notify your institution of your inappropriate use, and terminate your or your institution's access (for multiple site-specific inappropriate uses). The Publisher shall not be responsible or liable for, and you agree to indemnify and hold the Publisher harmless from, any claims or damages resulting from the viewer's use of or reliance on this material, including but not limited to any indirect, special, consequential, or exemplary damages. If you do not agree to, or cannot abide by these terms, please do not use this database. These programs are copyrighted and may not be copied, reproduced, or disseminated without written permission of the Publisher.

## 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.**

## Schedule D

### American Psychological Association (APA) APA Clinical Training Video Series SAMPLE Consortium License Agreement

Institution \_\_\_\_\_

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

Address \_\_\_\_\_

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

Website \_\_\_\_\_

Country \_\_\_\_\_

Email \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

**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 \_\_\_\_\_ which binds the Licensee and its Member Sites to the original License Agreement.

**This Addendum to the original License Agreement for the APA Clinical Training Video Series between the Licensee and the APA encompasses the following additional products to which the Licensee and/or its Member Sites have purchased access:**

#### User Community for Additional Product(s)

- |   |   |
|---|---|
| <input type="checkbox"/> Faculty                          | <input type="checkbox"/> Professional Staff |
| <input type="checkbox"/> Librarian                        | <input type="checkbox"/> Student            |
| <input type="checkbox"/> Practitioner                     | <input type="checkbox"/> Other _____        |
| <input type="checkbox"/> Walk-ins when physically present |   |

#### APA Clinical Training Video Series Purchased Under This Addendum

- |   |
|---|
| <input type="checkbox"/> Behavioral Health              |
| <input type="checkbox"/> Couple Therapy                 |
| <input type="checkbox"/> General Mental Health          |
| <input type="checkbox"/> Substance Abuse and Addictions |

**Terms of this License Agreement:** The Term of this Addendum to the Original License Agreement between the Licensee and the American Psychological Association (APA) shall begin on \_\_\_\_\_ (the "Effective Date") and \_\_\_\_\_. Unless the License Agreement is terminated as provided herein, this License Agreement may be renewed for additional one-year terms by mutual agreement between the APA and the Licensee and on payment of annual license fees as set by the Vendor indicated above and as 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 ADDENDUM MUST BE SIGNED AND RETURNED 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