American Psychological Association (APA)
Electronic Databases
Single Site License Agreement

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

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- Librarian
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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

Authorized Signature:  
Name:  
Title:  
Date: 

Authorization by APA

Authorized Signature:  
Name:  
Title:  
Date: 

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Return to: American Psychological Association, Licensing Department  
750 First Street, NE, Washington, DC 20002-4242  

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Initials__________  

page 1
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:

1. Definitions

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• **License Agreement**  The agreement between the APA and the Licensee, which defines the scope of use of Licensed Materials by the Licensee.

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• **Licensee**  The Customer/Institution as indicated on the Cover Sheet of this License Agreement.

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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.

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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 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.

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, 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 may obtain access to the content published during the time they paid for annual site licenses as described in Schedule A.
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8.1 The Licensee 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 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 the one-time option of obtaining free trial access to the Licensed Materials for a period of 30 days prior to the Licensee’s purchasing access to the Licensed Materials. This free trial is subject to availability.

8.2 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.

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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.

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 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 C) 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.

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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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9.8 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 here-to.

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 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.
Schedule A

APA Archiving and Access Policy For
PsycARTICLES®, PsycBOOKS®, PsycEXTRA®, PsycCRITIQUES®

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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.

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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.

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Revised September 2011
Schedule B

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

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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.
American Psychological Association  
(APA) Electronic Databases  
SAMPLE Single Site License Agreement Addendum

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**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 to the original License Agreement.

This Addendum to the original License Agreement for APA electronic databases between the Licensee and the APA encompasses the following additional products to which the Licensee has purchased access:

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**Term of Addendum:** 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 end on ______________. Unless agreed to in writing by the APA and the Licensee or unless the original License Agreement is terminated as provided for herein, this Addendum shall automatically renew for additional one-year terms on payment of annual license fees as set by the Vendor indicated above and as agreed to by 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 for products listed in the original License Agreement and all Addendums to the original License Agreement.

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