



STANDARD LICENSE AGREEMENT

EBSCO INFORMATION SERVICES S.R.O.

AND

THE NATIONAL LIBRARY OF TECHNOLOGY

This License Agreement ("**Agreement**") is made between the EBSCO Information Services s.r.o., Klimentská 1746/52, 110 00 Praha 1, registered in the Commercial Register maintained by the Municipal Court in Prague Section C, File 24504, ID number 49621823 ("Distributor"), acting on behalf of the American Psychological Association, with offices at 750 First Street, NE, Washington DC 20002-4242 USA ("**Publisher**" or "APA")

and

The National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports, with its principal offices at Technická 2710/6, 160 80 Praha 6 – Dejvice, ID No.: 61387142 ("**Licensee**")

(Distributor and Licensee together as the "Parties", and separately each as a "Party").

The Licensee acts as a central purchasing body within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended, for concluding license agreements on behalf of Participating Institutions as listed in Appendix B (**"Participating Institutions"**) as part of the project CzechELib. In the event the Licensee is listed in Appendix B, all and any provisions related to Participating Institutions shall be without any limitation applicable also to the Licensee.

The Licensee shall be entitled to grant the necessary authorization or sublicense to Participating Institutions.

In consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Representation, Subject of the Agreement, Content of Licensed Materials; Grant of License
- 1.1 **<u>Representation</u>**. The Distributor hereby represents and warrants that it has all the authority, competence and license to grant a license to the Licensed Materials to the Licensee as defined in this Agreement. Where the performance of the Distributor's obligation depends on the activity and/or cooperation of the Publisher, the Distributor shall ensure and is liable for any violation of the rights and/or obligations stipulated herein as a result of the activity or inactivity of the Publisher and this can serve as a reason for termination of this Agreement pursuant to Section 11.
- 1.2 **Subject of the Agreement.** The subject of this Agreement is to define the conditions of cooperation and the rights and duties of the Parties while providing the Licensed Materials to the Licensee and the Participating Institutions as defined in this Agreement.
- 1.3 <u>Licensed Materials</u>. The materials that are the subject of this Agreement are set forth in Appendix A ("Licensed Materials").
- 1.4 **Grant of License.** The Distributor hereby grants to the Licensee a non-exclusive, non-transferable (except the following sublicenses or other corresponding authorization), system-wide perpetual (in case of PsycARTICLES only) right, or if perpetual is not objectively possible under applicable law then to the maximum extent permissible under applicable law (regardless whether in form of a license or a sublicense), to use the Licensed Materials pursuant to this Agreement, limited to the territory of the Czech Republic. The Licensee is entitled to grant the sublicenses or any other corresponding authorization to the Participating Institutions in order to provide the Licensed Materials to the Participating Institutions in accordance with the terms of this Agreement.
- 1.5 <u>Ownership of Intellectual Property.</u> Nothing in this Agreement shall be construed, interpreted or understood as transfer of ownership of any copyright, trademarks, service marks or any other intellectual property from the Distributor or its suppliers to the Licensee or the Authorized Users.

2. Delivery & Access

2.1 The Distributor will provide the Licensed Materials to the Licensee and to the Participating Institutions in the following manner:

<u>Network Access.</u> The Licensed Materials will be stored at one or more of the Publisher's locations in digital form accessible by telecommunication links between such locations and authorized locations of the Licensee and the Participating Institutions.

3. Fees

- 3.1 <u>Fees and Payment.</u> The Licensee shall pay the Distributor a fee for the license concerning the Licensed Materials pursuant to the terms set forth in Appendix A based on an invoice issued by the Distributor ("Fee"). All Fees are due and payable by the Licensee by 15 May of the respective calendar year, unless otherwise stipulated in Appendix A.
- 3.2 **Incomplete Payment.** The Licensee may cover the invoice partially if a Participating Institution did not provide its financial contribution in time. In the event of such incomplete payment, the Licensee will notify the Distributor in writing of the intended difference no less than ten (10) days prior to the due date. In such case the Licensee is not in delay with the payment and the Distributor or the Publisher may suspend the IP addresses of such Participating Institution until the Fee is completely paid.
- 3.3 <u>Change of number of Participating Institutions listed in Appendix B.</u> In case any Participating Institution shall lose its status as a Participating Institution or shall lose its right on sub-license or in case any Potential Participating Institution and/or new scientific (or similar) institution shall reveal its intent to become a Participating Institution, the Distributor shall enter into negotiations with the Licensee to amend this Agreement and to correspondingly renegotiate the Fee.

4. Authorized Use of Licensed Materials

4.1 Authorized Users. "Authorized Users" are:

- (a) <u>Persons affiliated with the Participating Institutions.</u> Full and part-time employees and self-employed persons (including faculty, staff) of the Participating Institutions and students of the Participating Institutions, and registered users, regardless of the physical location of such persons. For authorized sites of the Participating Institutions, see Appendix B. Should the Licensee be listed in the Appendix B as the Participating Institution, all provisions concerning the Participating Institution and the Authorized Users shall apply also with respect to the Licensee.
- (b) <u>Walk-ins.</u> Persons not affiliated with the Participating Institutions who are physically present at the Participating Institutions' site(s) ("**Walk-ins**").
- 4.2 <u>Access by and Authentication of Authorized Users.</u> Authorized Users of the Participating Institutions shall be granted access to the Licensed Materials pursuant to the following:
 - (a) <u>IP Addresses.</u> Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by the Licensee to the Distributor. The use of proxy servers by the Licensee or the Participating Institutions is authorized as long as any proxy server IP addresses provided limit remote or offcampus access to the Authorized Users. Authorized IP Addresses are listed in

Appendix C. An updated list will be sent to the Distributor on an annual or asneeded basis without the need to amend this Agreement. Alternatively, if the Publisher is utilizing its own and/or third-party system for IP range change notification (such as e.g. IP Registry), then an updated list may be sent via such system instead. The Distributor shall ensure that the Publisher shall use reasonable efforts to cooperate with the Participating Institutions in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement. Both the Licensee and the Distributor will provide cooperation to coordinate or facilitate this process but they will not be liable for correct implementation of such authentication protocols and procedures (which remain the full responsibility of the Publisher and the respective Participating Institution).

- (b) <u>Distributor or Publisher Administered Authentication.</u> Where the Distributor or the Publisher provides alternative methods of access and authentication beyond the Licensee-administered methods described herein, e.g. by allowing users to establish a personal login from an on-campus IP address (thereby enabling access via username and password when logging in to a website of the Distributor) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, neither the Licensee nor any Participating Institution will be responsible or liable for claims of breach or validity of such use. Neither the Licensee nor any of the Participating Institutions shall be responsible or liable for the processing of personally identifiable information (personal data) by the Distributor or Publisher in this matter as this remains its full liability.
- (c) Personally Identifiable Information (Personal Data) of Authorized Users. The Licensee, the Distributor and the Publisher together and individually acknowledge and agree that the Licensee neither transfers nor provides any personally identifiable information (personal data) of the Authorized Users to the Distributor. Access to the Licensed Materials is primarily granted via IP Addresses pursuant to Section 4.2(a) of this Agreement which prevent any identification of the Authorized User. In case of the Distributor or the Publisher Administered Authentication pursuant to Section 4.2(b) of this Agreement, the Distributor and the Publisher are required to ensure lawful processing of any personally identifiable information (personal data). This does not preclude the Licensee to hand over the contact details of the Participating Institutions' contact persons or other personal data where the Licensee has a valid legal basis therefor.
- 4.3 <u>Authorized Uses.</u> The Participating Institutions and the Authorized Users may make all use of the Licensed Materials as is consistent with the applicable law and with this Agreement, including but not limited to the following licensing conditions ("Authorized Uses"). In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as particularly follows:
 - (a) <u>Display</u>. The Participating Institutions and the Authorized Users shall have the right to electronically display the Licensed Materials.

- (b) <u>Digital Copy.</u> The Participating Institutions and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials. Reasonable portion of the Licensed Materials" is to be defined within this Agreement as maximum of 50 downloads every 30 minutes or 100 in an hour.
- (c) <u>Print Copy.</u> The Participating Institutions and the Authorized Users may print a reasonable portion of the Licensed Materials. Reasonable portion of the Licensed Materials" is to be defined within this Agreement as maximum of 50 downloads every 30 minutes or 100 in an hour.
- (d) <u>Recover Copying Costs.</u> The Participating Institutions may impose a reasonable fee on the Authorized Users to cover costs of copying or printing portions of the Licensed Materials by or for the Authorized Users.
- (e) <u>Archival/Backup Copy.</u> The Distributor shall provide to the Licensee upon request, or the Licensee may independently create, one (1) copy of the entire set of the Licensed Materials to be maintained as a backup copy. In the event that this Agreement is terminated, or the Publisher no longer offers the Licensed Materials online, the Licensee and Participating Institutions may use the backup copy to exercise their rights under Section 12 (*Perpetual Rights*) of this Agreement.
- (f) <u>Caching.</u> The Participating Institutions and the Authorized Users are authorized in the course of an automatic process of an internet browser or any other software to make temporary local digital copies of the Licensed Materials in order to ensure proper operation and use of such internet browser or for proper functioning of such software. For the avoidance of doubt, the cached copy is not a derivative work.
- (g) <u>Classroom Use.</u> The Participating Institutions and the Authorized Users may distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to the Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Authorized Sites (Appendix B).
- (h) <u>Collections of Information.</u> The Participating Institutions and the Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
- (i) <u>Course Packs (Print and Electronic)</u>. The Participating Institutions and the Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of a packet of the materials used in the classroom ("**Course Packs**") or other educational materials. This does not apply to PsycINFO.
- (j) <u>Course Reserves (Print and Electronic).</u> The Participating Institutions and the Authorized Users may use a reasonable portion of the Licensed Materials in

connection with specific courses of instruction offered by the Participating Institutions. Authorized User defined within this paragraph of this Agreement may retrieve a maximum of 50 downloads every thirty minutes or 100 downloads every hour.

- (k) <u>Electronic Links.</u> The Participating Institutions and the Authorized Users may provide hyperlinks from the Participating Institutions' and the Authorized Users' web page(s) or website(s) to individual units of content within the Licensed Materials.
- (I) <u>Scholarly Sharing.</u> On an ad hoc basis, the Authorized Users may transmit to a third party, in hard copy or electronically, minimal, insubstantial amounts or a portion of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use in the nature of collaboration, comment, or scholarly exchange of ideas but in no case for resale or commercial purposes or in a manner that would substitute for direct access to the Licensed Materials via services offered by the Distributor and/or the Publisher.
- (m) Text and Data Mining. Intentionally omitted.
- (n) <u>Interlibrary Loan.</u> Using electronic, paper, or intermediated means, the Participating Institutions may at their discretion fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan ("ILL"). The Distributor agrees and ensures that the Publisher will agree that the electronic form of the Licensed Materials may be used as a source for the ILL whereby articles and/or chapters can be printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfill ILL requests from an academic, research or other non-commercial library. Requests received from for-profit companies will not be honored. An ILL through secure electronic transmission, as demonstrated by the ARIEL, is permitted. Files transmitted in this manner must carry copyright notices and comply with the applicable law. This does not apply to PsycINFO.
- (o) <u>Bibliographic Citations.</u> The Participating Institutions and the Authorized Users may use, with appropriate credit given, figures, tables, and brief excerpts from the Licensed Materials in the Participating Institutions' and the Authorized Users' own scientific, scholarly, and educational works. For the avoidance of doubt, the Participating Institutions and the Authorized Users may use citation and abstract information in faculty profiling systems, in lists of publications on faculty and institutional web pages, and to create bibliographies, and store a single copy of an individual document being part of the Licensed Materials, including within secure personal bibliographic reference/citation management systems.
- 4.4 <u>No Diminution of Rights.</u> Nothing in this Agreement, including but not limited to the Authorized Uses, shall be interpreted to diminish the rights and privileges of the Licensee, the Participating Institutions or the Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations regarding the exclusive rights of copyright owners. In the event that any content included in the Licensed

Materials is in the public domain or has been issued under a Creative Commons or other open license, neither the Distributor nor the Publisher shall place access, use or other restrictions on that content beyond those found in the open license, where applicable.

- 4.5 The Rights of the Author to Use Own Work. Intentionally omitted.
- 4.6 Intentionally omitted.
- 4.7 **Definitions**: Intentionally omitted.

4.8 <u>Scope of Authorized Use and Access to Licensed Materials.</u>

<u>Unlimited Access.</u> Subject to the terms of this Agreement, the Participating Institutions and the Authorized Users shall have unlimited and simultaneous user access to the Licensed Materials.

5. Specific Restrictions on Use of Licensed Materials

- 5.1 <u>Unauthorized Use.</u> The Participating Institutions, or the Authorized Users shall not knowingly permit anyone other than the Authorized Users to access the Licensed Materials.
- 5.2 <u>Modification of Licensed Materials.</u> The Participating Institutions or the Authorized Users shall not modify or manipulate the Licensed Materials without the prior written permission of the Publisher.
- 5.3 <u>Removal of Copyright Notice.</u> The Participating Institutions or the Authorized Users shall not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- 5.4 <u>**Commercial Purposes.**</u> The Participating Institutions or the Authorized Users may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials; nor may the Licensee and the Participating Institutions impose special charges on the Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs. For the avoidance of doubt, research conducted by the Participating Institutions and Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes.

6. Mutual Performance Obligations

6.1 **Notification and Cure of Unauthorized Use.** In the event the Licensee and/or any of the Participating Institutions becomes aware of an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Licensee or the Participating Institution shall without undue delay notify the Distributor or the Publisher. In the

event the Distributor or Publisher becomes aware of unauthorized use of the Licensed Materials, the Distributor shall, or shall ensure that the Publisher will, without undue delay notify the Licensee and the respective Participating Institution in writing.

6.2 In the case of unauthorized use which is causing serious and immediate material harm to the Publisher, the Publisher may temporarily suspend such offending individual Authorized User's access to the Licensed Materials (e.g. by blocking an individual user's IP address), provided that the Distributor immediately notifies, or shall ensure that the Publisher immediately notifies the Licensee and the respective Participating Institution of any such suspension, including the reason for the suspension and any supporting details. Such temporary suspensions will be only of the shortest possible duration and the maximally limited extent necessary to terminate the unauthorized use and prevent its resumption. In the event that such suspension lasts longer than the shortest period necessary to prevent such unauthorized use, the Distributor is obliged to reimburse the Licensee the respective pro rata part of the Fee (calculated with respect to the actual number of excessively suspended Authorized Users) for the period of duration of such excessive suspension. Any excessive suspension of access to the Licensed Materials can serve as a Licensee's reason for termination of this Agreement pursuant to Section 11 of this Agreement.

7. Performance Obligations

- 7.1 The Distributor will use reasonable efforts to ensure that its or the Publisher's performance will meet or exceed industry standards and practices. Additionally, the Distributor agrees to the following performance standards set out in this Section 7.
- 7.2 The Distributor shall acquaint the Publisher with the content of this Agreement. The Distributor shall ensure that all Distributor's obligations under this Agreement will be fulfilled and that the Publisher will not prevent such fulfillment. The Distributor may under no circumstances exclude or limit its liability due to any lack of cooperation from the Publisher. The Distributor shall ensure that the Publisher will provide its cooperation in duly and timely manner so all obligations stipulated herein may be orderly fulfilled.
- 7.3 <u>Availability of the Licensed Materials.</u> Upon the Effective Date (as specified in Section 9.1 of this Agreement), the Distributor shall ensure that the Licensed Materials become available to the Participating Institutions and the Authorized Users.

Should the Effective Date of this Agreement occur after 1 January 2023, Distributor shall ensure that the Publisher will make, or has already made, the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users in the full scope of the license stipulated herein already as of 1 January 2023 due to the necessity of access to the Licensed Material as of 1 January 2023, to the Participating Institutions and Authorized Users in the full scope of the authorized Users in the full scope of the authorized Statement of the full scope of the Statement of the Statement of the full scope of the authorized Users in the full scope of the authorization stipulated herein including all and any possible rights and authorizations such as

potential archiving rights, extent of the access to the backfile content of Licensed Materials or Open Access publishing under this Agreement. Performance of the Distributor's obligation to ensure that the Licensed Materials become available before this Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

- 7.4 <u>Discovery of the Licensed Materials.</u> The Distributor shall ensure that the Publisher will make reasonable efforts to make the Licensed Materials available through the Licensee's and/or the Participating Institutions' user interface and search systems for discovering and displaying content from local, database and web-based sources ("**Discovery Service System**") for indexing and discovery purposes.
- 7.5 <u>Persistent Linking.</u> The Distributor shall ensure that the Publisher will make reasonable efforts to comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88 or any that replaces it during the term of this Agreement) and will provide a mechanism for persistent links to content.
- 7.6 **Online Terms and Conditions.** In the event that the Distributor or the Publisher requires the Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose terms on the Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such additional terms shall only apply to the Authorized Users who agreed to the respective additional terms. Such additional terms shall not materially differ from the provisions of this Agreement and violation of these additional terms by the Authorized Users will not be considered as breach of this Agreement but merely and exclusively as breach of these additional terms. In the event of any conflict between the additional terms and this Agreement, the terms of this Agreement shall prevail. The Distributor or the Publisher alone shall be liable and responsible for any personal data processing that occurs with respect to these additional online terms and conditions as either the Distributor or the Publisher determines the scope and purpose of such personal data processing. For the avoidance of doubt, the Authorized Users are not a party to this Agreement.
- 7.7 **Documentation.** The Distributor will provide or shall ensure that the Publisher will provide, complete and up-to-date help and operational documentation to the Licensee, the Participating Institutions and the Authorized Users in an electronic format. Such documentation may be provided by means of the Distributor's and/or Publisher's online system and/or system for administrators.
- 7.8 <u>Support.</u> The Distributor shall ensure that the Distributor or Publisher will provide activation and installation support, including assisting the Licensee, Participating Institutions and Authorized Users with the implementation of any Publisher software. The Distributor will offer reasonable levels of continuing support to assist the Licensee, Participating Institutions and Authorized Users in the use of the Licensed Materials. The Distributor shall ensure that the Distributor or Publisher will make its personnel available by email **Support** and/or phone during cross section of the Publisher's and the Licensee's and/or

the Participating Institutions' regular business hours, Monday through Friday, for feedback, problem-solving, or general questions, and they will respond in a timely manner. If there is a change in a contact for support, either the Distributor or the Publisher will notify the Licensee and the Participating Institutions of such change. The change is effective by the delivery of the notice to the Licensee and the Participating Institutions.

- 7.9 <u>Training.</u> The Distributor shall ensure that the Distributor or Publisher will, upon agreement and in a reasonable quantity, provides to the Licensee, the Participating Institutions and the Authorized Users appropriate on-site or online training related to the use of the Licensed Materials and any Publisher software. The Distributor shall also ensure that the Distributor or the Publisher will provide additional training to the Licensee and the Participating Institutions staff if made necessary by any updates or modifications to the Licensed Materials or any of the Publisher's software.
- 7.10 <u>Updates.</u> The Distributor shall ensure that the Publisher will provide and implement regular system and project updates to the Licensee and the Participating Institutions as they become available. No additional fee shall be charged for updates.
- 7.11 Quality of Service. The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Publisher's server or servers have sufficient capacity and rate of connectivity to provide the Participating Institutions and their Authorized Users with all the services pursuant to this Agreement at a level exceeding or at least comparable to current standards in the online information provision industry in the Licensee's and the Participating Institutions' locale. The Distributor shall ensure that the Publisher will use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time can include periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available; and unavailability because of service or equipment failure outside the control of the Distributor and/or the Publisher (including problems with public or private telecommunication services, or Internet nodes or facilities). The Publisher may schedule brief unavailability periods, but will do so only where (a) it has given at least forty-eight (48) hours' prior notice to the Licensee, and (b) in a way and at times that minimize inconvenience to the Licensee, the Participating Institutions and its Authorized Users, regardless of when notice has been given.
- 7.12 **Problems with Licensed Materials.** If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, the Licensee or the Participating Institution shall immediately notify the Distributor or the Publisher in writing, and the Distributor shall ensure that the Publisher will promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Participating Institutions' or the Authorized Users' use of the Licensed Materials, and the Publisher fails to remedy the non-conformity within five (5) business days, the Distributor shall reimburse the Licensee for such problems in an amount that is proportional to the Fee.

- 7.13 **Transfer or Acquisition of Titles.** If any portion of the Licensed Materials is transferred to or acquired from another party, the Distributor shall ensure that the Publisher will use best efforts so the Participating Institutions will not lose access to the Licensed Materials or any rights under this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be retained, whether the Publisher is acting as the transferring or acquiring party. If the Publisher is transferring any portion of the Licensed Materials to another party, the Distributor shall ensure that the Publisher will assign all rights and obligations under this Agreement to the assignee. If the Publisher is acquiring content that will become subject to this Agreement, the Distributor shall ensure that the Publisher will use best efforts to acquire the rights necessary for its performance under this Agreement, including but not limited to perpetual access rights. The Distributor shall ensure that the Publisher will provide the relevant party with all the relevant payment and rights information. For journal titles, the Distributor shall ensure that the Publisher will comply with the <u>NISO Transfer Code of Practice</u>.¹
- 7.14 **Completeness of Content.** Either the Distributor or the Publisher will inform the Licensee and/or Participating Institutions of instances where the online content differs from print versions of the Licensed Materials. Where applicable, the Distributor shall ensure that the Publisher will cooperate with the Licensee and the Participating Institutions to identify and correct content errors or omissions, and when necessary, the Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the online content: (1) is at least as complete as the print and other physical format versions of the Licensed Materials; and (2) represents complete, accurate, and timely replications of the corresponding content contained within the print and other physical format versions of such Licensed Materials.
- 7.15 In order to facilitate the assessment of completeness of content, the Distributor shall ensure that the Publisher will provide upon the Licensee's request a report of the content in the Licensed Materials at the title, issue, chapter, or item level. The Distributor shall ensure that the Publisher will disclose to the Licensee content known or found to be missing from the Licensed Materials, including but not limited to images, pages, issues, and chapters.
- 7.16 If the online content is a digitized version of the print content and differs from the print or other physical format versions of the Licensed Materials so as to be substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.
- 7.17 **Notification of Modifications of Licensed Materials.** From time to time, the Publisher may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, withdrawal (where the withdrawal is at the title level rather than the item level), or migrations occur in larger quantities, the Distributor shall ensure that the Publisher

¹ <u>http://www.niso.org/workrooms/transfer/</u>

will give prior written notice of any such changes to the Licensee and the Participating Institutions as soon as is practicable.

- 7.18 Withdrawal of Licensed Materials. Intentionally omitted.
- 7.19 If any withdrawal takes place in the Licensed Materials, the Licensor will use reasonable efforts in order to substitute the withdrawn content with another of an equivalent value in order to keep the usefulness of the Licensed Material on at least the same level for the Licensees.
- 7.20 Itemized Holdings/Title List. Prior to the beginning of every calendar year, the Distributor or the Publisher will provide the Licensee with the current itemized holdings report that will specify the titles included in the Licensed Materials for the next Subscription Period (as specified in Section 9.3 of this Agreement). The Licensee is aware of the fact that the list of titles included in the Licensed Materials may change during the Subscription Period. However, the most current title lists are freely available on both Distributor's and Publisher's website and/or on Distributor's administrative web interface throughout the year. The Distributor shall ensure that the Publisher will use reasonable efforts to update itemized holdings reports once per year, and will provide this information to the Discovery Service System in a timely manner and to the Licensee on request. If the Licensed Materials include content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice,² the Distributor or the Publisher will provide itemized holdings lists for the Licensed Materials in a KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.
- 7.21 <u>Usage Statistics.</u> The Distributor shall ensure that the Publisher will provide access to both composite system-wide use data and itemized data for the Licensee, the Participating Institutions, individual campuses and labs, on a monthly basis. The statistics shall meet or exceed the most recent project <u>Counting Online Usage of NeTworked Electronic Resources ("COUNTER") Code of Practice Release</u>,³ including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Code of Practice is issued, the Distributor shall ensure that the Publisher will comply with the implementation time frame specified by COUNTER to provide usage statistics in the new standard format. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol⁴ is available for the Licensee to harvest the statistics.
- 7.22 Neither the Distributor nor the Publisher shall provide the Licensee's usage statistics in any form to any third party without the Licensee's prior written consent, unless the third party owns rights in the Licensed Materials; in such case the Distributor shall ensure that the usage statistics will not be provided to any other third party. The Distributor shall not provide and shall ensure that the Publisher will also not provide

² <u>http://www.niso.org/workrooms/kbart</u>

³ <u>http://www.projectcounter.org/code_practice.html</u>

⁴ <u>http://www.niso.org/workrooms/sushi/</u>

usage statistics of any Participating Institution in any form to any third party (with the exception of the Licensee) without the Participating Institution's prior written consent, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy legislation. Neither the Distributor nor the Publisher shall disclose or sell to any third party usage data or information about the Licensee, any Participating Institution or the Authorized Users without the Licensee's and/or the relevant Participating Institution's prior written consent or unless specifically required by law.

7.23 Confidentiality of Personally Identifiable Information (Personal Data). The

Distributor agrees and is obliged to ensure that the Publisher ensures that no personally identifiable information (personal data), including but not limited to log-ins recorded in system logs, IP addresses of patrons the system, saved searches, any identification data, usernames and passwords, will be shared with third parties, except in cases required or allowed by the applicable law, particularly by the Data Protection Law (as specified in Section 16.1 of this Agreement). If the Distributor or the Publisher is compelled by law or court order to disclose personally identifiable information (personal data) of the Authorized Users or patterns of use, the Distributor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that the Licensee, the Participating Institution or the Authorized Users may seek protective orders or other remedies. The Distributor or the Publisher will notify the Licensee and Authorized Users as soon as is practicable if the Distributor's or Publisher's systems are breached and the confidentiality of personally identifiable information (personal data) is compromised.

- 7.24 **Notice of the Use of Digital Rights Management Technology.** In the event that the Distributor or the Publisher utilizes or implements any type of digital rights management ("**DRM**") technology to control the access to or usage of the Licensed Materials, the Distributor will provide or shall ensure that the Publisher will provide the Licensee with a description of the technical specifications of the DRM and how it impacts access to or usage of the Licensed Materials. In no event may such DRM technology be used in a way that would limit the usage rights of the Participating Institution or any Authorized User as specified in this Agreement or under applicable law. If the use of DRM renders the Licensed Materials substantially less useful to, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.
- 7.25 <u>Use of Digital Watermarking Technology.</u> In the event that either the Distributor or the Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, the watermarks may not reduce the readability of the content or degrade image quality. Such watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, the Distributor will notify or shall ensure that the Publisher will notify the Licensee at least thirty (30) days in advance of such implementation, and provide the technical specifications for the watermarking technology used. If the use of the watermarking technology renders the Licensee Materials substantially less useful to the Licensee, the Participating Institutions or

their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.

- 7.26 Interoperability with Prevailing Web Browsers. The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.
- 7.27 **Branding.** If commercially possible, the Distributor will allow and shall ensure that the Publisher will allow the Licensee and the Participating Institutions to brand the Publisher's platform with the name of the Licensee and/or the Participating Institutions Sites at the Licensee's or the Participating Institutions' own discretion.
- 7.28 <u>MARC Records.</u> When applicable to the Licensed Materials, at the Licensee's request, the Distributor shall provide or shall ensure that the Publisher will provide full OCLC-quality batched sets of MARC records incorporating Licensee specifications at no additional cost by the date of the execution of this Agreement. Updates to existing records and new title records, matching the schedule of release and delivery of new publications, will be provided on a mutually agreed-upon schedule and in a format that renders them useful to the Licensee and/or the Participating Institutions. Such records may be provided by means of the Publisher's online service.

7.29 Open Access Option. Intentionally omitted.

7.30 The Distributor recognizes and acknowledges that a new Directive on Copyright in the Digital Single Market⁵ has been adopted by the European Union which implements direct statutory authorizations of research organizations to open access and to employ data mining techniques to materials to which they have lawful access. The Directive provides that these rights may not be contractually excluded. The Member States of the European Union will implement this Directive into their national legal orders. The Distributor therefore agrees, once the rules in this Directive become effective, to renegotiate this Agreement to the necessary extent (if necessary). This shall also apply in case of any other obligatory statutory changes.

8. Licensee Performance Obligations

- 8.1 <u>License Terms Notification.</u> The Licensee shall secure that the Participating Institutions will use reasonable efforts to provide the Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.
- 8.2 **Protection from Unauthorized Use.** The Licensee shall secure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to the Authorized Users in the case of their unauthorized use of the Licensed Materials.

⁵ Directive of the European Parliament and of the Council on copyright in the Digital Single Market No. (EU) 2019/790.

- 8.3 <u>Maintaining Confidentiality of Access Passwords.</u> Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall secure that the Participating Institutions will use reasonable efforts to inform the Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall secure that the Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Distributor or the Publisher.
- 8.4 The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will comply with the terms of this Agreement and will use the Licensed Materials in accordance with the license terms set out in this Agreement and will observe proper fulfilment of requirements set out in this Agreement. The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will ensure that the Authorized Users only use the Licensed Materials in accordance with the license terms set out in this Agreement.

9. Term

- 9.1 This Agreement shall become valid on the date of its execution by both of the Parties. This Agreement shall take effect on the date of its publication in the Czech Register of Contracts or on the date specified as the beginning of the Agreement Term in Appendix A (whichever occurs later) ("Effective Date").
- 9.2 This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A unless terminated earlier in accordance with Section 11 of this Agreement.
- 9.3 By a Subscription Period shall be for the purpose of this Agreement understood a calendar year (1 January – 31 December), unless specified differently in Appendix A.

10. Renewal

Intentionally left blank.

11. Early Termination

11.1 <u>Early Termination for Financial Hardship.</u> The Licensee may terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, without penalty as of 31 December 2023 and subsequently every potential 31 December of the following Subscription Period if (i) sufficient content acquisitions funds are not allocated, or (ii) content acquisition funds are withdrawn or reduced, or (iii) the relevant Participating Institution does not have sufficient funds to participate, to enable the Licensee and/or Participating Institutions,

in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, the Licensee will notify the Distributor of the intent to terminate this Agreement or partially terminate this Agreement at least thirty (30) days before the end of the respective Subscription Period. This Agreement shall terminate in the selected extent on the last day of the respective Subscription Period without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination of this Agreement, the Licensee and Participating Institutions shall maintain their perpetual right to the Licensed Materials under fully paid Subscription Periods, subject to Section 12 of this Agreement.

- 11.2 <u>Termination for a Material Breach.</u> Each Party shall notify the breaching Party of a material breach of this Agreement in writing with a detailed description of the breach. The breaching Party shall have sixty (60) days from the receipt of such notice to use all reasonable means to cure this alleged material breach and to notify the non-breaching Party in writing that a cure has been effected. If the material breach is not cured within the sixty (60)-day period, the non-breaching Party shall have the right to terminate this Agreement with a written notice, however, if such material breach would concern or relate merely a certain Participating Institution or Participating Institutions, the Distributor has the right to terminate this Agreement only partially with respect to this or these Participating Institutions. Termination of this Agreement is effective immediately by the date of delivery of such a notice. The obligation of the Parties to also remedy any other breach shall not be affected by this provision.
- 11.3 <u>Termination of Access.</u> Upon termination of this Agreement, the Distributor or the Publisher may terminate access to the Licensed Materials by the Licensee, the Participating Institutions and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Participating Institution and their Authorized Users), subject to Section 12 of this Agreement. In addition, authorized copies of the Licensed Materials made by the Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.
- 11.4 **<u>Refunds.</u>** In the event of early termination pursuant to this Agreement, except for termination for a material breach by the Licensee pursuant to Section 11.2 of this Agreement, the Licensee shall be entitled to a refund of an adequate compensation agreed by the both Parties.

12. Perpetual Rights

12.1 <u>Perpetual License.</u> Notwithstanding anything else in this Agreement, the Distributor grants or shall ensure that the Publisher will grant to the Licensee and the Participating Institutions a non-exclusive, royalty-free, system-wide perpetual license to APA PsycArticles®, or if perpetual is not objectively possible under the applicable law then to the maximum extent permissible under applicable law, limited to the territory of the Czech Republic to use any Licensed Materials that were subscribed to

or for which a perpetual license fee has been paid during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, all of which shall survive any termination of this Agreement. The means by which the Licensee and/or Participating Institutions shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Publisher's means of access is not available, the Licensee and/or Participating Institutions may provide substantially equivalent access to the Licensed Materials by use of an archival copy or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise such perpetual rights.

Note: This paragraph applies only to the Licensed Materials which are perpetual, so it is obligatory only for e-journals and e-books with permanent license – in contrast to factual, citation or similar databases and e-resources.

- 12.2 <u>Archival Copy.</u> The Distributor shall provide or ensure that the Publisher will provide to the Licensee upon request, or the Licensee may create, one (1) copy of the entire set of Licensed Materials to be maintained as an archival copy. The archival copy from the Distributor or the Publisher shall be provided without any DRM in a mutually agreeable medium suitable to the content, and any fees for provision of copies will be on a time and materials basis only.
- 12.3 In the event the Distributor or Publisher discontinues or suspends selling or licensing the Licensed Materials, the Licensee, Participating Institutions and Authorized Users may use such archived Licensed Materials under the same terms as defined by this Agreement. If the Licensee has a backup copy of the Licensed Materials as defined in Section 4.3(e) of this Agreement, the backup copy may be used as an archival copy.
- 12.4 <u>Third-Party Archiving Services.</u> The Distributor and the Licensee acknowledge, and the Distributor shall ensure that the Publisher will also acknowledge, that either Party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise the Licensee's rights under this section of this Agreement. The Distributor agrees to cooperate and ensure that the Publisher will also cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. The Licensee and/or Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as the Licensee's and Participating Institutions' use is compliant with the terms of this Agreement.
- 12.5 In the event the Distributor or Publisher discontinues or changes the terms of their participation in a third-party archiving service, they shall notify the Licensee in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

13. Warranties

- 13.1 The Distributor represents and warrants that it has, together with the Publisher, all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee that could further authorize the Participating Institutions and their Authorized Users to use the Licensed Materials for the purposes and terms set out in this Agreement, and that the use of the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor represents and warrants that it is authorized together with the Publisher to fulfill any and all of its obligations set out in this Agreement and that its contractual or other relationship with the Publisher allows it to fulfill these obligations.
- 13.2 Intentionally omitted.
- 13.3 <u>Accessibility Requirements.</u> The Distributor represents and warrants it will use reasonable efforts so that the Licensed Materials comply with the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA. The Distributor shall also promptly respond to and resolve any complaint regarding accessibility of the Licensed Materials and ensure that necessary measures are taken by the Publisher, if necessary.⁶

14. Limitations on Warranties

- 14.1 Notwithstanding anything else in this Agreement, neither Party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the incompetence of the Authorized Users to properly use the Licensed Materials.
- 14.2 The Distributor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any of the Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- 14.3 Except for the express warranties stated elsewhere in this Agreement, the Distributor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

⁶ http://www.w3.org/WAI/guid-tech.html

15. Indemnities

15.1 The Distributor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users from and against any and all liabilities, losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from actual or alleged infringement of any third-party intellectual property rights regarding the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.

16. Data Protection

- 16.1 For the purpose of this Agreement, Data Protection Law shall mean the General Data Protection Regulation (EU) 2016/679 (the "Regulation") and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and the terms "personal data", "processing", "processor", "controller", "personal data breach", "data subject" and "supervisory authority" shall all have the meanings ascribed to them under the applicable Data Protection Law.
- 16.2 Without any prejudice to Section 4.2(c) of this Agreement, if any personal data is processed under this Agreement by either Party or by the Publisher, the Parties agree that each Party, including the Publisher, shall act as a data controller for the purposes of Data Protection Law, unless such arrangement would be contrary to the Data Protection Law. Each Party, including the Publisher, shall (i) only process personal data in compliance with, and shall not cause itself or the other Party or the Publisher to be in breach of Data Protection Law and (ii) act reasonably in providing such information and assistance as the other Party may reasonably request to enable it to comply with its obligations under Data Protection Law.
- 16.3 Each Party will notify the other Party or the Publisher without undue delay if it becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement and shall act reasonably in co-operating with the other Party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.
- 16.4 If either Party receives any communication from any supervisory authority relating to the processing or personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

17. Assignment and Transfer

17.1 Neither Party may assign, transfer or novate, directly or indirectly, any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, except as otherwise stipulated herein. Neither Party may unreasonably withhold or delay such written consent.

18. Governing Law

18.1 This Agreement and all matters arising from or in connection hereto shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.

19. Dispute Resolution & Venue

- 19.1 In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise good faith to resolve the dispute amicably and as soon as possible. In the event that the Parties fail to settle the dispute amicably within thirty (30) days, they shall submit the dispute to informal mediation, as further described below in this paragraph. The Parties shall continue to perform their respective obligations under this Agreement unless such performance would be objectively hindered due to the existing dispute. The Party invoking mediation shall inform the other Party with a written notice of its decision to seek informal mediation, and the notice must include a description of the subject to the dispute and a proposed resolution thereof. Designated representatives of both Parties shall attempt to resolve the dispute within five (5) working days starting from the day after the delivery of such notice to the other Party. If the designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreed location and discuss the dispute and their respective proposals for resolution while being represented by their responsible executives, who shall act in good faith to resolve the dispute.
- 19.2 If the dispute is not resolved within thirty (30) days of the meeting among the Parties' executives, either Party may pursue legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic. During such court action, the Parties shall continue to perform their respective obligations under this Agreement unless such performance would be objectively hindered due to the existing dispute.

20. Force Majeure

20.1 Neither Party shall be liable for any damage or have the right to terminate this Agreement for any delay or default in performing its duties hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of Nature, government restrictions (including the denial or cancellation of any export or other necessary license), wars, acts of terrorism, insurrections, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the Party whose performance is affected. Upon the occurrence of such event of force majeure, the Party affected shall promptly notify the other Party in writing setting forth the details of the occurrence of the force majeure event, its expected duration and how that Party's performance may be affected. The affected Party shall resume the performance of its duties as soon as practicable after the force majeure event ceases.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, additional terms and conditions as defined in Section 7.6 of this Agreement shall not modify the terms of this Agreement.

22. Applicable provisions of this Agreement

- 22.1 The Articles set out above in this Agreement are applicable as a whole to all Licensed Materials listed in the Appendix A. In the Appendix E there are stated the License conditions of the Publisher ("APA license conditions"). In the event that this Agreement does not deal with any issues related to the use of Licensed Materials, the provisions of the APA Agreement regarding the use of the Licensed Materials shall apply mutatis mutandis. If the body of this Agreement contradicts the APA license conditions, the wording of the body of this Agreement prevails over the wording of the APA license conditions.
- 22.2 For the avoidance of doubt, Parties of this Agreement state the following:
 - this Agreement is made between the EBSCO Information Services s.r.o. as a Distributor and The National Library of Technology as the Licensee and thus the provisions stated in the APA license conditions regarding the relationship of the APA with the Licensee, the Participating institutions and the Authorized Users cannot be use similarly or replace the conditions/provisions under this Agreement between the Distributor with Licensee, the Participating institutions and the Authorized Users;
 - the provisions stated in the APA license conditions regarding to license agreement and any legal relationship arising from it or related cannot apply or replace or add any provisions under the body of this Agreement regarding this Agreement and any legal relationship arising from it or related thereto;
 - By signing this Agreement, including Appendix E, there is no legal relationship between APA and the Licensee or the Participating Institutions or the Authorized users, so no rights and obligations stated in the APA license conditions between APA and the Licensee can be applied to each other.

23. Amendment

- 23.1 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Parties.
- 23.2 The Licensee, in compliance with Section 100(1) of Act no. 134/2016 Sb. on public procurement, as amended, reserves the right to change the commitment under this Agreement, which entails a change in the number of licenses, i.e. an increase in the number of licenses, for the purpose of accommodating additional Potential Participating Institutions as the authorizing contracting authorities with whom the Licensee has entered into a central procurement agreement and a list of which is attached as Appendix B. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of Potential Participating Institutions mentioned in the preceding sentence to receive performance under this Agreement. The Parties may include the price for the licenses for these Potential Participating Institutions in the Appendix B.

24. Severability

24.1 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall replace the invalid, illegal or unenforceable provision with a new provision to achieve the same or, if not possible, the closest possible effect to that of the original invalid, illegal or unenforceable provision and this Agreement as a whole.

25. Waiver of Contractual Right

25.1 Waiver of any right, power or remedy herein shall not be deemed a waiver of any other right, power or remedy herein, nor shall waiver of any right, power or remedy regarding a breach of this Agreement be construed as a continuing waiver of any right, power or remedy regarding other breaches of the same or other provisions of this Agreement.

26. Notices

- 26.1 All notifications, invitations, information, legal acts and other communications ("**Notices**") made in the matters of and under this Agreement must be made in writing, the written form being retained if Notices are delivered by e-mail.
- 26.2 Notices regarding the damages, penalties, debts, contacts and this Agreement as such (for example, the notification about breach or termination) must be delivered in

person, by registered post or courier service. Notices delivered personally or by courier service shall be deemed received at the time of receipt or refusal of their receipt. Notices served by registered mail will be presumed delivered on the third (3rd) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15th) day if the delivery address is outside the Czech Republic.

- 26.3 Either Party may from time to time change its delivery address by written Notice to the other Party. Such change is effective from the delivery of such Notice.
- 26.4 If to the Distributor:
 - Distributor:
 - Address of Distributor:
 - City of Distributor:
 - Country of Distributor:
 - Postal Code of Distributor:
 - E-mail:

26.5 If to the Licensee:

- Licensing contact:
- Address of Licensee:

EBSCO Information Services, s.r.o. Klimentská 1746/52 Praha 1 Czech Republic 110 00

Head of Licensing Unit CzechELib National Library of Technology Technická 2710/6, 160 80 Praha 6 – Dejvice Czech Republic

• E-mail:

27. Execution

- 27.1 This Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.
- 27.2 This Agreement is executed in electronically version and each Party receives one electronic counterpart.
- 27.3 The Parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective, duly authorized representatives.



LICENSEE:

Director of National Library of Technology Technická 2710/6 160 80 Praha 6 – Dejvice Czech Republic

Appendix A: Business Terms

Licensed Materials:

Name: PsycINFO

- Number of titles: 2 327 journals indexed
- Dates covered: Coverage dating back to the 17th and 18th centuries, with extensive coverage from the 1800s to the present

Description: This ever-expanding collection of behavioral and social science research, dissertations and scholarly literature abstracts offers a broad view of the field. With relevance to a host of related disciplines, including neuroscience, business, nursing, law and education, PsycINFO delivers the peer-reviewed content and abstracts students and researchers need, and does so with remarkable precision and a dedication to scholarly and scientific excellence.

Focused on the interdisciplinary aspects of the worldwide behavioral and social science research and literature, PsycINFO is unmatched as a resource for locating scholarly research findings in psychology and related fields across a host of academic disciplines.

Name: PsycARTICLES

- Number of titles: 119 journals covered
- Dates covered: coverage dating back to 1894

Description: This esteemed collection from the foremost publisher in psychology provides access to the full spectrum of research in the field—from cutting-edge research from preeminent scholars, to the historical underpinnings of the behavioral and social sciences. With current journal coverage and historical content dating back more than a century, PsycARTICLES is an indispensable resource for researchers, educators, and students alike, and a must for any core collection.

PsycARTICLES connects you to current full-text journal articles written by esteemed researchers from across psychology and the behavioral and social sciences. Discover the latest scholarship that will shape and inform your research.

Agreement Term: 1 January 2023 – 31 December 2025

Access Conditions: Unlimited simultaneous user system-wide perpetual ("24/7") access (perpetual rights are granted for PsycARTICLES only)

Authentication: IP authentication (See Appendix C for IP addresses)

Fees and Negotiated Discounts:

- Total Fee 2023-2025: 504,952.00 USD (exclusive of VAT)
- License Fee / year:
 - 2023: 2024: 2025:

- Ongoing Fees, e.g. access fee, if any; indicate any waived fees: N/A
- One-time Fees; indicated any waived fees: N/A

Payment Terms:

1. The Fee shall be paid to the Distributor's bank account no.

Any change of the bank account shall be notified to the Licensee without undue delay. The notice shall be signed by the authorized representative and will become effective upon its delivery to the Licensee.

- 2. The Fee for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of this Agreement in the amount set forth therein. The Parties expressly state that the Fee for the year 2023 shall be paid in the whole amount, regardless of the beginning of this Agreements' effectiveness.
- 3. All the prices (Fee) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under this Agreement. The Distributor may not charge any additional costs or expenses to the Licensee.
- 4. The Fee for each commenced calendar year of the duration of this Agreement shall be paid in two (2) partial payments within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate with the following maturity:
 - Max 50% on 15 March of the given year for which the Licensed Materials are paid (maturity of the first partial payment);
 - Max 50% on 15 May of the given year for which the Licensed Materials are paid (maturity of the second partial payment);
 - The above-mentioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the first partial payment, i.e. by the end of February of the given year;
 - If the invoice is delivered later, at the latest within fifteen (15) days prior to the due date of the second partial payment, i.e. in the term beginning from 1 March to 30 April of the given year, the due date of the first partial payment shall be within fifteen (15) days from the date of the provable invoice delivery. The maturity of the second partial payment remains unaffected;
 - If the invoice is delivered later, the due date of both partial payments shall be within fifteen (15) days of the provable invoice delivery date.
- 5. The invoice shall be issued in the currency specified in this Agreement. In the event that there are multiple currencies specified in this Agreement for each Licensed Material, the Distributor shall issue at least the number of invoices corresponding to the number of currencies. The foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate (www.cnb.cz) valid as at the date of the taxable transaction.

- 6. Invoice the tax document shall contain all the requisites of a tax document. The invoice shall contain all the requisites set forth by the applicable legislation, especially Act No. 235/2004 Coll., VAT Act, as amended ("VAT Act"). The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address The invoice shall include a summary of all the Licensed Materials pursuant to this Agreement. The Distributor shall bear any and all costs connected with a change of the exchange rate, including but not limited to any costs which might arise due the invoice containing incorrect or incomplete information.
- 7. If the invoice does not contain the requisites set forth in this Agreement or by the applicable legislation or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Distributor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable corrected invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. The Distributor shall correct the invoice in each case within 15 days as of written notification by the Licensee on incorrect or incomplete invoice. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.
- 8. Fulfillment of any financial duty associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the Party.
- 9. The Distributor is not entitled to require any advance payments under this Agreement.
- 10. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.
- 11. The Distributor declares that it is a VAT payer and that is not an unreliable VAT payer within the meaning of the Section 106a of the VAT Act. In the event that the tax administrator starts a procedure that the Distributor is an unreliable VAT payer, the Distributor undertakes to notify such fact to the Licensee in writing without undue delay.
- 12. The Distributor further declares that it fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that it has not breached any obligation under the VAT Act which could lead to the liability of the Licensee for the unpaid tax under the Section 109 of the VAT Act. The Distributor undertakes that if there is a threat or even a breach of any Distributor 's obligation that could lead to the liability of the Distributor for an unpaid tax, it shall notify such fact in writing to the Licensee without undue delay.
- 13. Any payments made under this Agreement in favor of the Distributor shall be made to the Distributor's bank account, which is registered with the tax authority within the

meaning of the Section 109 of the VAT Act, which the Distributor confirms. In the event that the Distributor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Distributor will become an unreliable VAT payer under the preceding paragraphs, or the Distributor's account shall not be registered with the tax administrator, or in the event that the Licensee is aware of the facts decisive for the legal liability of the Licensee for the payment of VAT within the meaning of Section 109 of the VAT Act, the Distributor expressly agrees that the VAT from the Fee under this Agreement shall be paid directly to the tax administrator's account in accordance with the applicable legislation.

The Distributor takes on the risk of a change in circumstances under Section 1765 (1) of Act No. 89/2012 Coll., the Civil Code, as amended.

Add-on Products and Negotiated Discounts: Not available.

Appendix B: Participating Institutions, Potential Participating Institutions and Fees

Information concerning the fees of the individual Participating Institutions and Potential Participating Institutions contained in this Appendix B is considered business secret pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, and are not to be disclosed in the Register of Contracts in accordance with the provisions of Section 3, Paragraph 1 and Paragraph 2 letter b) of Act No. 340/2015 Coll.

The Parties acknowledge that the Licensee is obliged by law to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Materials concluded between the Licensee and each Participating Institution.

| Institution - English name | Cur. | Fee 2023 | Fee 2024 | Fee 2025 |
|------------------------------------|------|----------|----------|------------|
| Masaryk University | USD | | | |
| Institute of Psychology of the CAS | USD | | | |
| Charles University | USD | | | |
| Palacky University Olomouc | USD | | | |
| TOTAL without VAT | USD | - | | |
| GRAND TOTAL without VAT | USD | | | 504,952.00 |

PARTICIPATING INSTITUTIONS

POTENTIAL PARTICIPATING INSTITUTIONS

| Potential Participating Institutions (Czech) | Potential Participating Institutions (English) |
|---|--|
| Agrotest fyto, s.r.o. | Agrotest Fyto |
| Akademie múzických umění v Praze | Academy of Performing Arts in Prague |
| Akademie výtvarných umění v Praze | Academy of Fine Arts in Prague |
| AMBIS vysoká škola, a.s. | College of Regional Development and Banking Institute - AMBIS |
| Astronomický ústav AV ČR, v. v. i. | Astronomical Institute of the CAS |
| Biofyzikální ústav AV ČR, v. v. i. | Institute of Biophysics of the CAS |
| Biologické centrum AV ČR, v. v. i. | Biology Centre of the CAS |
| Biotechnologický ústav AV ČR, v. v. i. | Institute of Biotechnology of the CAS |
| Botanický ústav AV ČR, v. v. i. | Institute of Botany of the CAS |
| Centrum dopravního výzkumu, v. v. i. | Transport Research Centre |
| Centrum kardiovaskulární a transplantační chirurgie Brno | Centre of Cardiovascular and Transplantation Surgery |
| Centrum pro studium vysokého školství, v. v. i. | Centre for Higher Education Studies |
| Centrum výzkumu Řež s.r.o. | Research Centre Řež |
| Česká geologická služba | Czech Geological Survey |

| Česká zemědělská univerzita v Praze | Czech University of Life Sciences Prague |
|---|--|
| České vysoké učení technické v Praze | Czech Technical University in Prague |
| Český hydrometeorologický ústav | Czech Hydrometeorological Institute |
| CESNET, z.s.p.o. | CESNET |
| Fakultní nemocnice Brno | University Hospital Brno |
| Fakultní nemocnice Bulovka | Bulovka University Hospital |
| Fakultní nemocnice Hradec Králové | University Hospital Hradec Králové |
| Fakultní nemocnice Olomouc | University Hospital Olomouc |
| Fakultní nemocnice Ostrava | University Hospital in Ostrava |
| Fakultní nemocnice Plzeň | University Hospital in Pilsen |
| Fakultní nemocnice u sv. Anny v Brně | St. Anne's University Hospital Brno |
| Fakultní nemocnice v Motole | Motol University Hospital |
| Fyzikální ústav AV ČR, v. v. i. | Institute of Physics of the CAS |
| Fyziologický ústav AV ČR, v. v. i. | Institute of Physiology of the CAS |
| Geofyzikální ústav AV ČR, v. v. i. | Institute of Geophysics of the CAS |
| Geologický ústav AV ČR, v. v. i. | Institute of Geology of the CAS |
| Grantová agentura České republiky | Czech Science Foundation |
| Institut klinické a experimentální medicíny | Institute for Clinical and Experimental Medicine |
| Janáčkova akademie múzických umění | Janáček Academy of Music and Performing Arts |
| Jihočeská univerzita v Českých Budějovicích | University of South Bohemia in České Budějovice |
| Jihočeská vědecká knihovna v Českých Budějovicích | Research Library of South Bohemia in České Budějovice |
| Knihovna AV ČR, v. v. i. | Library of the Czech Academy of Sciences |
| Knihovna města Hradce Králové | Hradec Králové City Library |
| Krajská knihovna Františka Bartoše ve Zlíně | František Bartoš Regional Library in Zlín |
| Krajská knihovna v Pardubicích | Pardubice Regional Library |
| Krajská knihovna Vysočiny | Vysočina Regional Library |
| Krajská vědecká knihovna v Liberci, příspěvková organizace | Regional Research Library in Liberec |
| Masarykův onkologický ústav | Masaryk Memorial Cancer Institute |
| Matematický ústav AV ČR, v. v. i. | Institute of Mathematics of the CAS |
| Mendelova univerzita v Brně | Mendel University in Brno |
| Městská knihovna v Praze | Municipal Library of Prague |
| Metropolitní univerzita Praha, o.p.s. | Metropolitan University Prague |
| Mikrobiologický ústav AV ČR, v. v. i. | Institute of Microbiology of the CAS, v. v. i. |
| Moravská zemská knihovna v Brně | Moravian Library in Brno |
| Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace | Moravian-Silesian Research Library in Ostrava |
| Národní filmový archiv | National Film Archive |
| Národní galerie v Praze | National Gallery Prague |
| Národní knihovna České republiky, státní příspěvková organizace zřízená Ministerstvem kultury | National Library of the Czech Republic |

| Národní lékařská knihovna | National Medical Library |
|---|---|
| Národní muzeum | National Museum |
| Národní pedagogické muzeum a knihovna J. A. Komenského | Comenius National Pedagogical Museum and Library |
| Národní technická knihovna | National Library of Technology |
| Nemocnice Na Homolce | Na Homolce Hospital |
| Orientální ústav AV ČR, v. v. i. | Oriental Institute of the Czech Academy of Sciences |
| Ostravská univerzita | University of Ostrava |
| Policejní akademie České republiky v Praze | Police Academy of the Czech Republic in Prague |
| Severočeská vědecká knihovna v Ústí nad Labem | North Bohemian Research Library in Ústí nad Labem |
| ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s. | ŠKODA AUTO University |
| Slezská univerzita v Opavě | Silesian University in Opava |
| Sociologický ústav AV ČR, v. v. i. | Institute of Sociology of the CAS |
| Státní zdravotní ústav | National Institute of Public Health |
| Středočeská vědecká knihovna v Kladně, příspěvková organizace | Central Bohemian Research Library in Kladno |
| Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace | Education and Research Library of Pilsener Region |
| Studijní a vědecká knihovna v Hradci Králové | Research Library in Hradec Králové |
| Technická univerzita v Liberci | Technical University of Liberec |
| The Extreme Light Infrastructure ERIC | The Extreme Light Infrastructure ERIC |
| (pouze pracoviště Dolní Břežany, ČR) Univerzita Hradec Králové | (only facility Dolní Břežany, CZ) University of Hradec Králové |
| Univerzita Jana Amose Komenského Praha s.r.o. | Jan Amos Komenský University Prague |
| Univerzita Jana Evangelisty Purkyně | Jan Evangelista Purkyně University |
| v Ústí nad Labem | in Ústí nad Labem |
| Univerzita obrany | University of Defence |
| Univerzita Pardubice | University of Pardubice |
| Univerzita Tomáše Bati ve Zlíně | Tomas Bata University in Zlín |
| Úřad vlády České republiky | Office of the Government of the Czech Republic |
| Ústav analytické chemie AV ČR, v. v. i. | Institute of Analytical Chemistry of the CAS |
| Ústav anorganické chemie AV ČR, v. v. i. | Institute of Inorganic Chemistry of the CAS |
| Ústav biologie obratlovců AV ČR, v. v. i. | Institute of Vertebrate Biology of the CAS |
| Ústav chemických procesů AV ČR, v. v. i. | Institute of Chemical Process Fundamentals of the CAS |
| Ústav experimentální botaniky AV ČR, v. v. i. | Institute of Experimental Botany of the CAS |
| Ústav experimentální medicíny AV ČR, v. v. i. | Institute of Experimental Medicine of the CAS |
| Ústav fotoniky a elektroniky AV ČR, v. v. i. | Institute of Photonics and Electronics of the CAS |
| Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i. | J. Heyrovsky Institute of Physical Chemistry of the CAS |
| Ústav fyziky atmosféry AV ČR, v. v. i. | Institute of Atmospheric Physics of the CAS |
| Ústav fyziky materiálů AV ČR, v. v. i. | Institute of Physics of Materials of the CAS |
| Ústav fyziky plazmatu AV ČR, v. v. i. | Institute of Plasma Physics of the CAS |

| Ústav geoniky AV ČR, v. v. i. | Institute of Geonics of the CAS |
|---|---|
| Ústav hematologie a krevní transfuze | Institute of Hematology and Blood Transfusion |
| Ústav informatiky AV ČR, v. v. i. | Institute of Computer Science of the CAS |
| Ústav jaderné fyziky AV ČR, v. v. i. | Nuclear Physics Institute of the CAS |
| Ústav makromolekulární chemie AV ČR, v. v. i. | Institute of Macromolecular Chemistry of the CAS |
| Ústav mezinárodních vztahů, v. v. i. | Institute of International Relations Prague |
| Ústav molekulární genetiky AV ČR, v. v. i. | Institute of Molecular Genetics of the CAS |
| Ústav organické chemie a biochemie AV ČR, v. v. i. | Institute of Organic Chemistry and Biochemistry of the CAS |
| Ústav přístrojové techniky AV ČR, v. v. i. | Institute of Scientific Instruments of the CAS |
| Ústav pro hydrodynamiku AV ČR, v. v. i. | Institute of Hydrodynamics of the CAS |
| Ústav struktury a mechaniky hornin AV ČR, v. v. i. | Institute of Rock Structure and Mechanics of the CAS |
| Ústav teoretické a aplikované mechaniky AV ČR, v. v. i. | Institute of Theoretical and Applied Mechanics of the CAS |
| Ústav teorie informace a automatizace AV ČR, v. v. i. | Institute of Information Theory and Automation of the CAS |
| Ústav termomechaniky AV ČR, v. v. i. | Institute of Thermomechanics of the CAS |
| Ústav výzkumu globální změny AV ČR, v. v. i. | Global Change Research Centre of the CAS |
| Ústav zemědělské ekonomiky a informací | Institute of Agricultural Economics and Information |
| Ústav živočišné fyziologie a genetiky AV ČR, v. v. i. | Institute of Animal Physiology and Genetics of the CAS |
| Vědecká knihovna v Olomouci | Olomouc Research Library |
| Veterinární univerzita Brno | University of Veterinary Sciences Brno |
| Všeobecná fakultní nemocnice v Praze | General University Hospital in Prague |
| Vysoká škola báňská - Technická univerzita Ostrava | Technical University of Ostrava |
| Vysoká škola chemicko-technologická v Praze | University of Chemistry and Technology, Prague |
| Vysoká škola ekonomická v Praze | University of Economics, Prague |
| Vysoká škola finanční a správní, a.s. | University of Finance and Administration |
| Vysoká škola PRIGO, z.ú. | PRIGO University |
| Vysoká škola technická a ekonomická v Českých Budějovicích | Institute of Technology and Business in České Budějovice |
| Vysoké učení technické v Brně | Brno University of Technology |
| Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o. | Research and Breeding Institute of Pomology Holovousy |
| Výzkumný ústav bezpečnosti práce, v. v. i NIVOS | Occupational Safety Research Institute – NIVOS |
| Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o. | Potato Research Institute Havlíčkův Brod |
| Výzkumný ústav lesního hospodářství a myslivosti, v. v. i. | Forestry and Game Management Research Institute |
| Výzkumný ústav rostlinné výroby, v. v. i | Crop Research Institute |
| Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v. v. i. | Silva Tarouca Research Institute for Landscape and Ornamental Gardening |
| Výzkumný ústav veterinárního lékařství, v. v. i. | Veterinary Research Institute |
| | |

| Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i. | T. G. Masaryk Water Research Institute |
|--|--|
| Výzkumný ústav živočišné výroby, v. v. i. | Institute of Animal Science |
| Západočeská univerzita v Plzni | University of West Bohemia |
| Západočeské muzeum v Plzni | Museum of West Bohemia |

Appendix C: IP Addresses of Participating Institutions

| Instituce | Institution | IP addresses |
|-------------------------------------|------------------------------------|--|
| Masarykova univerzita | Masaryk University | IPv4: 147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255 IPv6: 2001:718:801::/48 |
| Psychologický ústav AV ČR, v. v. i. | Institute of Psychology of the CAS | IPv4: 147.231.51.69 147.231.51.76 147.231.202.1-147.231.202.60 |
| Univerzita Karlova | Charles University | IPv4: 78.128.160.0-78.128.209.127 78.128.214.66-78.128.214.67 193.84.55.0-193.84.63.255 195.113.0.0 - 195.113.63.97 195.113.63.99-195.113.69.255 195.113.140-195.113.93.255 195.113.140-195.113.117.255 195.113.149.132-195.113.149.135 195.113.149.176-195.113.149.133 195.113.149.176-195.113.149.183 195.113.223.0-195.113.223.255 195.113.229.0-195.113.223.255 195.113.245.0-195.113.245.255 195.113.245.0-195.113.245.255 195.113.245.0-195.113.245.255 195.113.244.96 - 78.128.214.111 193.84.53.0 - 193.84.53.255 195.113.180.160 - 195.113.180.167 195.113.180.160 - 195.113.180.167 195.113.180.160 - 195.113.186.167 195.113.180.28 - 195.113.186.167 195.113.246.0 - 195.113.247.255 IPv6: 2001:718:4::/48 2001:718:1207::/64 2001:718:1207::/64 2001:718:1201:/48 2001:718:1201:/48 2001:718:1201:/48 2001:718:1201:/48 2001:718:1201:/48 2001:718:1201:/48 2001:718:1201:/48 2001:718:1201:/48 2001:718:1200:/148 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 2001:718:1200:/48 |
| Univerzita Palackého v Olomouci | Palacky University Olomouc | IPv4: 158.194.0.0-158.194.255.255 |

Appendix D: Title List

PsycINFO:

https://www.apa.org/pubs/databases/psycinfo/coverage

PsycARTICLES:

| ISSN (print) | e-ISSN (online) | Title | First volume covered | Last volume covered | First year of coverag e | Last year of coverag e |
|-----------------|--------------------|---|----------------------------|---------------------------|----------------------------------|---------------------------------|
| APA Journa | als | | - | • | | 1 |
| 0003-066X | 1935-990X | American Psychologist | 1 | | 1946 | |
| 0735-7044 | 1939-0084 | Behavioral Neuroscience | 97 | | 1983 | |
| 0012-1649 | 1939-0599 | Developmental Psychology | 1 | | 1969 | |
| 1528-3542 | 1931-1516 | Emotion | 1 | | 2001 | |
| 1064-1297 | 1936-2293 | Experimental and Clinical Psychopharmacology | 1 | | 1993 | |
| 0278-6133 | 1930-7810 | Health Psychology | 1 | | 1982 | |
| 1093-4510 | 1939-0610 | History of Psychology | 1 | | 1998 | |
| 0095-9928 | | Journal of Animal Behavior | 1 | 6 | 1911 | 1917 |
| 0021-9010 | 1939-1854 | Journal of Applied Psychology | 1 | | 1917 | |
| 0735-7036 | 1939-2087 | Journal of Comparative Psychology | 1 | | 1921 | |
| 0022-006X | 1939-2117 | Journal of Consulting and Clinical Psychology | 1 | | 1937 | |
| 0022-0167 | 1939-2168 | Journal of Counseling Psychology | 1 | | 1954 | |
| 0022-0663 | 1939-2176 | Journal of Educational Psychology | 1 | | 1910 | |
| 2329-8456 | 2329-8464 | Journal of Experimental Psychology: Animal Learning and Cognition | 1 | | 1975 | |
| 1076-898X | 1939-2192 | Journal of Experimental Psychology: Applied | 1 | | 1995 | |
| 0096-3445 | 1939-2222 | Journal of Experimental Psychology: General | 1 | | 1916 | |
| 0096-1523 | 1939-1277 | Journal of Experimental Psychology: Human Perception and Performance | 1 | | 1975 | |
| 0278-7393 | 1939-1285 | Journal of Experimental Psychology: Learning, Memory and Cognition | 1 | | 1975 | |
| 0893-3200 | 1939-1293 | Journal of Family Psychology | 1 | | 1987 | |
| 0022-3514 | 1939-1315 | Journal of Personality and Social Psychology | 1 | | 1965 | |
| 2769-7541 | 2769-755X | Journal of Psychopathology and Clinical Science | 1 | | 1906 | |
| 0894-4105 | 1931-1559 | Neuropsychology | 1 | | 1987 | |
| | 1522-3736 | Prevention & Treatment | 1 | 6 | 1997 | 2003 |
| | | | | | | |

| 0735-7028 | 1939-1323 | Professional Psychology: Research and Practice | 1 | | 1969 | |
|------------|----------------|---|----|----|------|------|
| 0096-9745 | | Psychobiology | 1 | 2 | 1917 | 1920 |
| 1040-3590 | 1939-134X | Psychological Assessment | 1 | | 1989 | |
| 0033-2909 | 1939-1455 | Psychological Bulletin | 1 | | 1904 | |
| 1082-989X | 1939-1463 | Psychological Methods | 1 | | 1996 | |
| 0096-9753 | | Psychological Monographs: General and Applied | 1 | 80 | 1895 | 1966 |
| 0033-295X | 1939-1471 | Psychological Review | 1 | | 1894 | |
| 0882-7974 | 1939-1498 | Psychology and Aging | 1 | | 1986 | |
| 0893-164X | 1939-1501 | Psychology of Addictive Behaviors | 1 | | 1987 | |
| 1076-8971 | 1939-1528 | Psychology, Public Policy, and Law | 1 | | 1995 | |
| 0090-5550 | 1939-1544 | Rehabilitation Psychology | 19 | | 1972 | |
| APA Specia | lty Journals (| EPF) | | 1 | 1 | 1 |
| 0002-9432 | 1939-0025 | American Journal of Orthopsychiatry | 1 | | 1930 | |
| | 2169-3269 | Archives of Scientific Psychology | 1 | 9 | 2013 | 2021 |
| 1948-1985 | 1948-1993 | Asian American Journal of Psychology | S | | 2009 | |
| | 2372-9414 | Behavior Analysis: Research and Practice | 1 | | 1999 | |
| | 1942-0722 | Behavioral Development | 7 | | 1998 | |
| 2169-4826 | 2169-4834 | Clinical Practice in Pediatric Psychology | 1 | | 2013 | |
| 0969-5893 | 1468-2850 | Clinical Psychology: Science and Practice | 1 | | 1994 | |
| 1065-9293 | 1939-0149 | Consulting Psychology Journal | 44 | | 1992 | |
| 2160-4096 | 2160-410X | Couple and Family Psychology: Research and Practice | 1 | | 2011 | |
| 1099-9809 | 1939-0106 | Cultural Diversity and Ethnic Minority Psychology | 1 | | 1995 | |
| 2325-9965 | 2325-9973 | Decision | 1 | | 2013 | |
| 1053-0797 | 1573-3351 | Dreaming | 1 | | 1991 | |
| 2330-2925 | 2330-2933 | Evolutionary Behavioral Sciences | 1 | | 2007 | |
| 1091-7527 | 1939-0602 | Families, Systems, & Health | 1 | | 1983 | |
| 1089-2699 | 1930-7802 | Group Dynamics: Theory, Research, and Practice | 1 | | 1997 | |
| 0887-3267 | 1547-3333 | The Humanistic Psychologist | 13 | | 1985 | |
| | 1555-7855 | International Journal of Behavioral Consultation and Therapy | 1 | 9 | 2005 | 2014 |
| 1555-6824 | 1939-0629 | International Journal of Play Therapy | 1 | | 1992 | |
| 1072-5245 | 1573-3424 | International Journal of Stress Management | 10 | | 2003 | |
| 2211-3681 | 2211-369X | Journal of Applied Research in Memory and Cognition | 1 | | 2012 | |
| | 1946-7079 | Journal of Behavior Analysis in Health, Sports, Fitness and Medicine | 1 | 2 | 2008 | 2009 |
| | 2155-7853 | Journal of Behavior Assessment and Intervention in Children | 1 | 1 | 2010 | 2010 |

| | 2375-4656 | Journal of Behavioral Health and Medicine | 1 | 1 | 2010 | 2010 |
|---------------|-----------|---|----|---|------|------|
| 1938-8926 | 1938-8934 | Journal of Diversity in Higher Education | 1 | | 2008 | |
| | 1554-4893 | Journal of Early and Intensive Behavior Intervention | 1 | 5 | 2004 | 2008 |
| 2578-8086 | 2578-8094 | Journal of Latinx Psychology | 1 | | 2012 | |
| 937-321X | 2151-318X | Journal of Neuroscience, Psychology, and Economics | 1 | | 2008 | |
| 1076-8998 | 1939-1307 | Journal of Occupational Health Psychology | 1 | | 1996 | |
| 1053-0479 | 1573-3696 | Journal of Psychotherapy Integration | 1 | | 1991 | |
| 1935-942X | 2163-8969 | Journal of Rural Mental Health | 34 | | 2010 | |
| 1068-8471 | 2151-3341 | Journal of Theoretical and Philosophical Psychology | 6 | | 1986 | |
| 2169-4842 | 2169-4850 | Journal of Threat Assessment and Management | 1 | | 2014 | |
| 0147-7307 | 1573-661X | Law and Human Behavior | 1 | | 1977 | |
| 2333-8113 | 2333-8121 | Motivation Science | 1 | | 2014 | |
| 1078-1919 | 1532-7949 | Peace and Conflict: Journal of Peace Psychology | 1 | | 1995 | |
| 1949-2715 | 1949-2723 | Personality Disorders: Theory, Research, and Treatment | s | | 2009 | |
| 2377-889X | 2377-8903 | Practice Innovations | 1 | | 2016 | |
| 1095-158X | 1559-3126 | Psychiatric Rehabilitation Journal | 1 | | 1976 | |
| 0736-9735 | 1939-1331 | Psychoanalytic Psychology | 1 | | 1984 | |
| 1541-1559 | 1939-148X | Psychological Services | 1 | | 2004 | |
| 1942-9681 | 1942-969X | Psychological Trauma: Theory, Research, Practice, and Policy | s | | 2008 | |
| 1088-7156 | 1550-3461 | The Psychologist-Manager Journal | 1 | | 1997 | |
| 1984-3054 | 1983-3288 | Psychology & Neuroscience | 1 | | 2008 | |
| 1931- 3896 | 1931-390X | Psychology of Aesthetics, Creativity and the Arts | S | | 2006 | |
| 2326-5523 | 2326-5531 | Psychology of Consciousness: Theory, Research, and Practice | 1 | | 2013 | |
| 2769-6863 | 2769-6898 | Psychology of Leaders and Leadership | 1 | | 1997 | |
| 1524-9220 | 1939-151X | Psychology of Men & Masculinities | 1 | | 2000 | |
| 2689-6567 | 2689-6575 | Psychology of Popular Media | 1 | | 2011 | |
| 1941-1022 | 1943-1562 | Psychology of Religion and Spirituality | S | | 2008 | |
| 2329-0382 | 2329-0390 | Psychology of Sexual Orientation and Gender Diversity | 1 | | 2013 | |
| 2152-0828 | 2152-081X | Psychology of Violence | 1 | | 2010 | |
| 0275-3987 | 2162-1535 | Psychomusicology: Music, Mind, and Brain | 1 | | 1981 | |
| 0033-3204 | 1939-1536 | Psychotherapy | 1 | | 1963 | |
| 2326-3601 | 2326-3598 | Qualitative Psychology | 1 | | 2013 | |
| 2578-4218 | 2578-4226 | School Psychology | 1 | | 1986 | |
| 2332-2101 | 2332-211X | Scholarship of Teaching and Learning in Science | 1 | | 2014 | |

| 2326-4500 | 2326-4519 | Spirituality in Clinical Practice | 1 | | 2013 | |
|------------|--------------|---|----|----|------|------|
| 2157-3905 | 2157-3913 | Sport, Exercise, and Performance Psychology | 1 | | 2011 | |
| 2376-6972 | 2376-6964 | Stigma and Health | 1 | | 2015 | |
| | 2155-8655 | The Journal of Behavior Analysis of Offender and Victim Treatment and Prevention | 1 | 2 | 2008 | 2010 |
| | 1932-4731 | The Journal of Speech and Language Pathology – Applied Behavior Analysis | 1 | 5 | 2006 | 2010 |
| 1931-3918 | 1931-3926 | Training and Education in Professional Psychology | S | | 2006 | |
| 2332-2136 | 2332-2179 | Translational Issues in Psychological Science | 1 | | 2014 | |
| 1534-7656 | 1085-9373 | Traumatology | 1 | | 1995 | |
| Canadian P | sychological | Association Journals | | | | |
| 0008-400X | 1879-2669 | Canadian Journal of Behavioural Science/Revue canadienne des sciences du comportement | 1 | | 1969 | |
| 1196-1961 | 1878-7290 | Canadian Journal of Experimental Psychology/Revue canadienne de psychologie expérimentale | 1 | | 1947 | |
| 0708-5591 | 1878-7304 | Canadian Psychology/Psychologie canadienne | 1 | | 1950 | |
| Hogrefe Pu | blishing | | | | | |
| 2192-0923 | 2192-0931 | Aviation Psychology and Applied Human Factors | 1 | | 2011 | |
| 0227-5910 | 2151-2936 | Crisis: The Journal of Crisis Intervention and Suicide Prevention | 16 | | 1995 | |
| 2512-8442 | 2512-8450 | European Journal of Health Psychology | 25 | | 2018 | |
| 1015-5759 | 2151-2426 | European Journal of Psychological Assessment | 11 | | 1995 | |
| | 2673-8627 | European Journal of Psychology Open | 58 | | 1999 | |
| 1016-9040 | 1878-531X | European Psychologist | 1 | | 1996 | |
| 1618-3169 | 2190-5142 | Experimental Psychology | 49 | | 2002 | |
| 1662-9647 | 1661-971X | GeroPsych: The Journal of Gerontopsychology and Geriatric Psychiatry | 23 | | 2010 | |
| 2157-3883 | 2157-3891 | International Perspectives in Psychology: Research, Practice, Consultation | 1 | | 2011 | |
| 1614-0001 | 2151-2299 | Journal of Individual Differences | 26 | | 2005 | |
| 1864-1105 | 2151-2388 | Journal of Media Psychology: Theories, Methods, and Applications | 20 | | 2008 | |
| 1866-5888 | 2190-5150 | Journal of Personnel Psychology | 9 | | 2010 | |
| 0269-8803 | 2151-2124 | Journal of Psychophysiology | 13 | | 1999 | |
| 1614-1881 | 1614-2241 | Methodology: European Journal of Research Methods for the Behavioral & Social Sciences | 1 | 15 | 2005 | 2019 |
| 1901-2276 | 1904-0016 | Nordic Psychology | 58 | 63 | 2006 | 2011 |
| | 2698-1866 | Psychological Test Adaptation and Development | 1 | | 2020 | |

| 1192-5604 | 2151-206X | Rorschachiana | 26 | | 2004 | |
|-------------------------------------|-----------|---|-----|----|------|------|
| 1864-9335 | 2151-2590 | 51-2590 Social Psychology | | | 2008 | |
| | 2674-0052 | Sports Psychiatry: Journal of Sports and Exercise Psychiatry | 1 | | 2022 | |
| 2190-8370 | 2151-2604 | Zeitschrift für Psychologie | 215 | | 2007 | |
| National Institute of Mental Health | | | | | | |
| 0586-7614 | | Schizophrenia Bulletin | 1 | 30 | 1969 | 2004 |

Appendix E: License conditions of the Publisher

AMERICAN PSYCHOLOGICAL ASSOCIATION

American Psychological Association (APA) Electronic Databases Consortium License Agreement

| Licensee (Consortium) | | |
|------------------------------|---------------------|--|
| Contact Name | Contact Institution | |
| Address | | |
| City/State/Province/Zip Code | Country | |
| Email | Website | |
| Telephone | Fax | |

| Products (LP): | <u>Type:</u> | Access: |
|---------------------------------|--------------|-----------|
| | | |
| □ APA PsycInfo [®] | Consortium | □ Vendor: |
| □ APA PsycArticles [®] | | |
| | | |
| □ APA PsycExtra [®] | | |
| □ APA PsycTests [®] | | |

User Community

- Faculty
- Professional Staff
- Librarian
 - ☐ Student☐ Other_____
- Practitioner
 Other____
 Walk-ins when physically present

| 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/TYY: 202-336-6123

American Psychological Association (APA) E-Product License Agreement

THIS LICENSE AGREEMENT by and between, the American Psychological Association, a not-for-profit, taxexempt

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 latest 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. License Grant

- 1.1 <u>Use and Access</u>. Subject to all terms and restrictions hereinafter set forth, including the APA E-License Standard Terms and Conditions set forth at <u>https://www.apa.org/about/termsofuse.aspx</u>, the APA hereby grants to Licensee the non-exclusive and non-transferable right to give Authorized Users access to the subscribed Licensed Materials via a secure network for the purposes of research, teaching and private study, but not for Prohibited Uses. This license grant shall include the following:
 - 1.1.1 <u>Print; Download; Extraction.</u> Consistent with the Fair Use provisions of Section 107 of the U.S. Copyright Act, Licensee, its Member Sites and Authorized Users may display, print, download, extract or use a reasonable amount of content contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
 - 1.1.2 <u>Electronic Links</u>. Licensee and its Member Sites may provide secure electronic links to the Licensed Materials from Licensee's and Member Sites' web page(s) to increase the usefulness of the Licensed Materials to Authorized Users. Upon request, the APA will assist Licensee and its Member Sites in creating such links and Licensee shall make changes to the appearance of such links and/or in statements accompanying such links as requested by the APA.

1.2 Interlibrary Loan.

- 1.2.1 <u>Interlibrary Loan</u>: Licensee and its Member Sites may use the Licensed Materials for Interlibrary Lending with the following restrictions:
 - Licensee and its Member Sites may use the Licensed Materials to fulfill print or image interlibrary loan requests from institutions that do not have access to the Licensed Materials, provided that such fulfillment is in accordance with the interlibrary loan provisions of Section 108 of the U.S. Copyright Act and the CONTU Guidelines.
 - Such requests may be fulfilled only by Licensee and Member Site printing a copy of the item and providing that print copy or a photocopy or facsimile transmission thereof to the requesting party or by using an automated Inter-Library Loan system providing that supplies images only and not digital content.

- 1.3 <u>Course Packs</u>. Consistent with the Fair Use provisions of Section 107 of the U.S. Copyright Act, Licensee and its Member Sites may incorporate parts of the Licensed Materials in electronic Course Packs, Courseware and/or Electronic Reserve Collection for the use by Authorized Users in a particular course of instruction offered by Licensee and its Member Sites under the following conditions:
 - i) Course Packs shall be used only in electronic form. Course Packs appearing in print, CD-ROM, DVD, or any other physical medium (including screenshots or screen captures) shall be prohibited.
 - ii) Course Packs, Courseware and/or Electronic Reserve Collections 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.
 - iii) 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.
 - iv) 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.
 - v) Course Packs, Courseware and/or Electronic Reserve Collections in nonelectronic non-print perceptible form, such as audio or Braille, may be offered to Authorized Users when necessary.
 - 1.3.1 Permission for other reproduction should be sought from the APA, via the APA Permissions Office.
 - 1.3.2 This clause, 1.3, does not apply to APA PsycInfo® and APA PsycTests®. Material obtained from APA PsycInfo® and APA PsycTests® shall not be reproduced in a Course Pack, Courseware, or Electronic Reserve Collection.

2. Obligations and Representations and Warranties

- 2.1 <u>APA.</u>
 - 2.1.1 The APA represents and warrants that to the best of the APA's knowledge, 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 Licensee and its Member Sites harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of legal action taken against Licensee and/or a Member Site due to an actual or alleged infringement of such rights. This indemnity shall not apply to any Course Pack, Courseware, Electronic Reserve Collection or other derivative work created by the Licensee or Authorized User or if Licensee, Licensed Member Site and/or Authorized User has modified or used the Licensed Materials in any way not permitted by this License Agreement.

- 2.1.2 The APA reserves the right to withdraw from the Licensed Materials any material 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.
- 2.1.3 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.
- 2.1.4 The APA shall use reasonable efforts to provide continuous access to the Licensed Materials. Unavailability may occur related to failure of equipment or services beyond the control of the APA. Reasonable effort will be made to minimize any downtime and to restore services in the event of a failure beyond the control of the APA.
- 2.1.5 No computer software is delivered as a part of this License Agreement and this License Agreement is not conditional upon Licensee's and/or Member Sites' ability to provide its own software or the ability to use the Licensed Materials provided under this License Agreement.

2.2 Licensee.

- 2.2.1 Licensee agrees to indemnify and hold harmless the APA, its directors, its officers, employees, successors and assigns from and against any claims, actions or demands arising from a breach of this License Agreement or from a third-party claim of infringement due to derivative work created by Licensee, a Member Site and/or Authorized User or due to an unauthorized use or Prohibited Use of the Licensed Materials by Licensee, a Member Site or Authorized User.
- 2.2.2 Licensee represents and warrants that it will use reasonable efforts to notify its Member Sites and Authorized Users of the terms and conditions of this License Agreement and use best efforts to protect the Licensed Materials from unauthorized use, Prohibited Use, or other breach of this License Agreement.
- 2.2.3 Licensee represents and warrants that it will only provide access to the Licensed Materials on a Secure Network. Licensee, Member Sites, and their 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 for each Member Site included in Schedule C 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.
- 2.2.4 Licensee will use best efforts to ensure that no external, unauthorized users will have access to the Licensed Materials.
- 2.2.5 Licensee and Member Sites agree to inform the APA, immediately upon becoming aware of any unauthorized use or other breach, and to use best efforts to ensure that such activity ceases and to prevent any recurrence.
- 2.2.6 If the APA identifies any unauthorized use of the Licensed Materials in breach of this License Agreement, the APA has the right to immediately terminate access under this License Agreement for the offending IP Address until the breach is

corrected. APA and Licensee agree that they will work together to correct the breach as soon as possible so that access can be restored.

3. Term and Termination

3.1 The term of this License Agreement shall begin on ______ and end on ______. 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 by the Licensee as set by the Vendor and agreed to by the Licensee.

3.2 Termination.

3.2.1 The APA may terminate if Licensee breaches this License Agreement. Termination shall be effective upon thirty (30) days notice to Licensee. In the event of termination pursuant to this Section, no refund or partial refund of the License Fees will be given.

3.3 Effect of Termination.

3.3.1 Upon termination, Licensee is entitled to the archival rights outlined in Schedule A.

4. Payment

Licensee agrees to pay the Vendor fees within 30 days of invoice.

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the latest date set forth on the attached Cover Sheet.

Schedule A

APA Archiving and Access Policy for APA PsycArticles[®]

Archiving by APA

APA is committed to preserving the knowledge base in psychology and to serving user and customer needs. To ensure preservation of the knowledge base, APA maintains a digital archive of all databases and will convert that archive as technology changes. APA also deposits all relevant journal and book content with Portico for perpetual archiving.

Access to Customer-Licensed Data Following Site License Non-Renewal

APA recognizes the business needs of libraries and other institutional customers to retain potential access to content for which they have purchased access.

APA's annual data fees entitle a subscribing institution to access the full range of content included in the subscribed-to database during their subscription period.

If, at a later date, an APA PsycArticles customer does not renew the site license then, without paying additional data fees to APA, the customer has perpetual use rights to the historical content of the database during the year/s of their subscription. Historical content includes content in the database at the time of the subscription and does not include later added or certain back file content.

Delivery of Customer-Licensed Data

APA has arrangements with Portico archiving solutions. Customers may work with Portico to arrange access to the materials they have perpetual rights to after their subscription has lapsed.

Other arrangements for delivery of materials customers have perpetual rights to after their subscription has lapsed may be made on a case-by-case basis at the sole discretion of the APA.

<u>Note</u>: No archival and access rights are available to customers who cancel their APA PsycInfo®, APA PsycTests®, APA PsycBooks®, APA PsycExtra® and/or APA PsycTherapy® site license. By signing this agreement, Licensee agrees that this archival policy supersedes any archival policies in prior agreements between Licensee and the APA.

Revised 3/7/2019

Schedule B

List of All Consortium Member Sites Covered by This Agreement

| Consortium License Administrator | | | | |
|----------------------------------|-----|--|--|--|
| | | | | |
| | | | | |
| | | | | |
| Address | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Telephone | Fax | | | |
| | | | | |
| | | | | |
| En all | | | | |
| Email | | | | |
| | | | | |

Please list the name of each institution, name of contact, address, phone number, and email address for each Member Site.

<u>Appendix</u>

American Psychological Association E-License Standard Terms and Conditions

1. Definitions

| • | APA offices at | American Psychological Association, a non-profit corporation with 750 First Street, NE, Washington DC 20002-4242 USA |
|---|----------------------------------|---|
| • | Authorized Users | Those 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. See Cover Sheet of this License Agreement for specific categories of users. Authorized Users may be remote users so long as they are affiliated with the Licensee and/or its Member Sites. Walk-ins (patrons who are not affiliated with the Licensee or its Member Sites) may be considered Authorized Users only if they are physically present at the Licensee's site or its Member Sites. Alumni are excluded as Authorized users. |
| • | Content Fee | A one-time payment for a limited nonexclusive license to the Licensed Materials, subject to the terms and conditions of the signed License Agreement. Content Fee is required in addition to the payment of an annual Access Fee. |
| • | 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 incorporating portions of the Licensed Materials (for example, book chapters) assembled by members of staff of the Licensee and/or Member Sites for use by students in a class at that institution for the purposes of instruction. |
| • | 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. |
| • | Learning Management delivery, | An integrated software system that facilitates the development, |
| | System | assessment, and administration of courses in traditional face-to-face, blended, or online learning environments. It is also referred to as a |
| | | course management system, learning content management system, |
| | | virtual learning environment, virtual learning system, learning portal, |

or e-learning platform.

| • | License Agreement | The agreement between the APA and the Licensee, which defines the scope of use of Licensed Materials by the Licensee and, if applicable, each of its Member Sites. |
|---|--------------------|---|
| • | Licensed Materials | The product(s) indicated on the Cover Page of this License Agreement. |
| • | Licensee | The Customer/Institution as indicated on the Cover Sheet of this License Agreement and, if applicable, its Member Sites. |
| • | Member Sites | Individual entities listed in Schedule (B) of this License Agreement which are members of the Consortium (Licensee) which is a Party to this License Agreement. Individual Member Sites may purchase 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 APA and Licensee. |
| • | Prohibited Uses | I Includes: a) systematically reproducing, retaining, publishing, republishing or redistributing Licensed Materials; b) altering or recompiling Licensed Materials; c) systematically downloading Licensed Materials; c) providing Licensed Materials to anyone other than an Authorized User, except as provided in Section 1.2 (Interlibrary Loan) of License Agreement. |
| • | 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, requiring the identity of a user to be 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 Third-party software distributor of Licensed Materials.

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, its 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 <u>Removal of Copyright Notice</u>. Licensee, its Member Sites, and Authorized Users shall not remove, obscure or modify any copyright or other notices in the Licensed Materials.
- 2.3 <u>Modification</u>. 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, in whole or in part, without prior express written permission of the APA.

2.4 <u>Academic Writer Content</u>. Licensee, Member Sites, or Authorized Users shall own all right, title, and interest in the content Authorized Users create and store using the Licensed Materials in Academic Writer.

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 5 herein 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.

4. Disclaimer of Warranties / Limitation of Liability

4.1 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.

THE APA MAKES NO WARRANTY REGARDING THE LOSS OF AUTHORIZED USERS' INFORMATION OR ACADEMIC WRITER CONTENT. AUTHORIZED USERS BEAR THE ENTIRE RISK FROM USING THE LICENSED MATERIALS. LICENSEE AGREES THAT AUTHORIZED USERS ARE RESPONSIBLE FOR MAINTAINING AND BACKING UP ANY DATA THEY PROVIDE TO THE APA.

- 4.2 Although care has been used in the accuracy, completeness, or functioning of the Licensed Materials, the APA assumes no responsibility for the Licensee's, Member Sites' or Authorized Users' 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.
- 4.3 In no event may the Licensee, its Member Sites or Authorized Users bring any action arising out of the Agreement 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 License Fees paid by Licensee and/or its Member Sites under this License Agreement (whether in contract or in tort, including negligence and strict liability).

5. Confidential Information

- 5.1 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 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. For the avoidance of doubt, Confidential Information does not include the License 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.
- 5.2 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.

- 5.3 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.
- 5.4 If either Party breaches this Section, the non-breaching Party will suffer irreparable harm, the total monetary damages for which will be impossible to calculate and therefore inadequate. Accordingly, the non-breaching Party may a) seek appropriate injunctive relief against the breaching Party or b) exercise any other rights and seek any other remedies to which the non-breaching Party may be entitled at law, in equity and under this License Agreement.

6. Trial Subscriptions

- 6.1 The Licensee and its Member Sites may from time to time during the Term of this License Agreement desire access to additional APA products (identified on the Cover Sheet) to which the Licensee and/or its Member Sites have purchased access for a limited, trial period ("Trial Subscription") to determine their usefulness or suitability to the Licensee and/or its Member Sites. The APA agrees to offer the Licensee and/or its Member Sites the one-time option of obtaining pre-purchase free trial access to the Licensed Materials for a period of 30 days. This free trial is subject to availability.
- 6.2 The Licensee's and/or Member Sites' 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.

7. General

- 7.1 <u>Entire Agreement.</u> 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.
- 7.2 <u>Modification.</u> 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.
- 7.3 <u>Assignment.</u> 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.
- 7.4 <u>Severability</u>. 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.
- 7.5 <u>Force Majeure.</u> 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.

- 7.6 <u>Good Faith Resolution.</u> 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.
- 7.7 <u>Governing Law; Venue</u>. 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.
- 7.8 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.
- 7.9 The provisions of Sections 2, 3, 4, 5 and 7 herein shall survive the termination or expiration of this License Agreemen