

License Agreement for Student Use of Book Electronic File

Date of Agreement: _____

Between the following parties:

Licensor:

American Psychological
Association
750 First Street, NE
Washington, DC 20002-4242

Licensee:

*Organization
Name
Address*

WHEREAS, Licensor has published Book Electronic Files,

WHEREAS, Licensee wishes to use a Book Electronic File for a Student,

THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Scope of Agreement

This Agreement will provide for the Licensor to provide to Licensee a copy of the Book Electronic File designated in this Agreement in order for Licensee to provide the Book Electronic File to a Student so that the Student can use the Book Electronic File for a Course at the Licensee's institution. All rights in the Book Electronic File not expressly licensed hereunder (including, without limitation, rights to distribute the Book Electronic File or its derivative in any form of media now known or later developed; to include the Book Electronic File or its derivative in any compilation; or to create another derivative work based in whole or in part on the Book Electronic File) are retained by Licensor and may be exercised by Licensor without restriction.

2. Definitions

2.1 "Student" shall refer to a person attending Licensee's institution and registered for one or more Courses at Licensee's institution, who has a print-related disability as defined by the Americans with Disabilities Act, and who has signed and has on file with Licensee the APA Permission Student Agreement (Appendix 2).

2.2 "Course" shall mean the class listed in Appendix 1 for which the Book Electronic File is required or suggested reading for successful completion of the Course.

2.3 "Book Electronic File" shall refer to the book or other publications copyrighted by the American Psychological Association and listed in Appendix 1 and supplied to the Licensee.

3. License Grant

License Agreement for Student Use of Book Electronic File

3.1 Licensors hereby grants to Licensee for the term of this Agreement the nonexclusive worldwide right and license to allow the Student registered for the Course access to the Book Electronic File.

3.2 Licensee will verify that the student is registered in the Course (for which the Book Electronic File is required or suggested for successful Course completion).

3.2 Licensee agrees to have the Student sign the APA Permission Student Agreement and agrees to keep the APA Permission Student Agreement on file for the term of this Agreement.

3.4 Licensee agrees that they will not enter into any sublicense or similar agreement that would allow the copying or distribution of the Book Electronic File without the prior written consent of Licensors.

3.5 Licensee further agrees that it will not make the Book Electronic File available in other media or to any other person except with prior written consent of Licensors and the Licensee further agrees that it will not reproduce or adapt or re-use the Book Electronic File for any future Students or Courses or circumstances without further permission.

4. Proprietary Rights

4.1 The entire copyright and all right, title, and interest in and to the Book Electronic File are held by and shall remain with Licensors. This Agreement does not grant any right of ownership in the Book Electronic File to the Licensee. Licensee agrees that it will not use or distribute the Book Electronic File or any portion thereof except as permitted by the terms of this Agreement.

4.2 Licensee will promptly notify Licensors of any suspected or known unauthorized use of the Book Electronic File by the Student or by any person other than the Student and of any suspected or known infringements of copyright or other intellectual property rights in the Book Electronic File that come to the Licensee's attention. Licensee will cooperate fully with Licensors by providing details of such situation and by cooperating in any related legal proceeding at Licensors' sole expense, if requested by Licensors.

5. License Fees

A fee of the retail price of the print book shall be paid to APA at the address listed. The Fee will be waived if the Licensee provides verification of the purchase of a print copy of the Book Electronic File listed in Appendix 1 by the Student.

6. Data Delivery and Handling

The Book Electronic File will be made downloadable by APA.

7. Assignment

Licensee may not assign, sublicense, or transfer any rights or obligations under this Agreement, in whole or in part, directly or indirectly, by operation of law or otherwise, without first obtaining Licensors' prior written consent, such consent not to be unreasonably withheld. Licensors may assign its rights and obligations under this Agreement to any corporation or entity that is controlled by that party or that succeeds to all or substantially all of that party's assets, provided that

in such event the assigning party or its legal successor in interest shall remain bound as a guarantor of such obligation. This Agreement shall be enforceable by and against the successors and permitted assigns of the parties. Any assignment not in accordance with this Paragraph shall be invalid.

8. Term and Termination

8.1 The effective date of this Agreement shall be the date set forth above and shall be effective for as long as the Student is enrolled at Licensee's institution.

8.2 Either party may at its sole discretion terminate this Agreement by providing the other party with ninety (90) days written notice of its intent to terminate.

8.3 The Agreement may be terminated by either party for breach of one or more terms of this Agreement on sixty (60) days' prior written notice, which notice shall specify the term or terms allegedly breached. However, if, within sixty (60) days after receipt of such notice, the defaulting party provides evidence satisfactory to the other party that it has remedied the breach, then the notice of termination shall be null and void, and the Agreement shall continue in effect.

8.4 Upon termination of this Agreement for any reason, the License Fee referred to in Paragraph 5 shall be non-refundable and the Licensee shall have no right to proration of said payment.

8.5 This Agreement may be terminated immediately without prior written notice by either party in the event the other party (i) becomes subject to any bankruptcy or insolvency proceeding; (ii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (iii) suspends or terminates its business other than in connection with a sale of all or substantially all of its assets.

9. Notices

All notices required or permitted hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by telex or facsimile transmission, to the party to whom such notice is directed, as follows:

To Licensor:

American Psychological Association
Attn: Janice L. Fleming
PsycINFO Permissions
750 First Street, NE
Washington, DC 20002-4242
(202) 336-5741
(202) 336-5633 Fax
permissions@apa.org

To Licensee:

Organization: _____
Person's Name: _____
Title: _____

License Agreement for Student Use of Book Electronic File

Address: _____

Phone: _____
Fax: _____
Email: _____

Unless otherwise specified, notices shall be deemed delivered on the date reflected on the return receipt or on the telex or facsimile answerback after transmission.

10. Relationship of the Parties

Nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint venturers.

11. Governing Law

This Agreement shall be governed by the laws of the District of Columbia.

12. Enforceability

If any one or more of the provisions of this 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 Agreement.

13. Waiver

Any waiver of any right or material breach hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or material breach on any subsequent occasion.

14. Arbitration

All disputes arising hereunder which the parties are hereto unable to resolve shall, upon demand by either of the parties hereto, be resolved by final and binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall take place in the District of Columbia unless both parties agree to another location. Each party shall bear its own legal expenses. All other costs incurred in such arbitration shall be divided in a manner deemed appropriate by such arbitrators.

15. Representation

Licensors represents and warrants that it has the power and authority to enter into this Agreement and that it is the sole and exclusive owner of all rights in and to the Book Electronic File, including all copyright, trademark, and proprietary interests therein, throughout the world. Licensor further represents and warrants that the Book Electronic File does not infringe any trademark, trademark, trade secret, copyright or any other proprietary right of any third party. Licensor will use reasonable efforts to ensure (but does not warrant) that the Book Electronic File does not contain any libelous material or injurious instructions. THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE GIVEN BY LICENSOR IN LIEU OF ANY OTHER WARRANTIES,

EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Entire Agreement

This Agreement and the Exhibit attached hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations, and understandings, oral or written. This Agreement may be modified only by an instrument in writing duly executed by both parties.

Accepted and agreed to by the parties as of the date first set forth above.

American Psychological Association

Licensee (Organization Name)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APA assigned control number: _____

Licensee will also complete and keep on file

Appendix 1

“APA Permission Student Agreement”