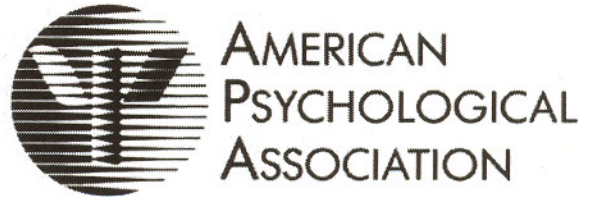


**American Psychological Association (APA)
Electronic Database Consortium License
(Vendor Access)**



Licensee (Consortium): College Center for Library Automation (CCLA)

Contact Name: Contact Institution: Talahassee Community College

Address:

Website:

Email:

City/State/Province/Zip: Telephone:

Country: Fax:

| |
|---|
| <p>APA Office Use Only Access Period (Term of License)</p> <p>9/1/06 - 12/31/07</p> |
|---|

- Vendor**
- APA
 - CSA
 - DataStar
 - EBSCO
 - Elsevier
 - Hogrefe
 - OCLC
 - Ovid
 - ProQuest
 - SilverPlatter

User Community:

- Faculty
- Librarian
- Practitioner
- Professional Staff
- Student
- Other _____

Product(s) Licensed under this Agreement:

- PsycARTICLES
- PsycBOOKS
- PsycINFO

Governing Laws: This License shall be governed by and construed in accordance with the laws of the state/commonwealth of Florida. The federal or state courts of the United States located in Florida shall have jurisdiction to hear any dispute under this License and service may be made upon Lease by first class mail to its address as set forth herein.

| | |
|--|---|
| <p>Authorization by Tallahassee Community College on behalf of the College Center for Library Automation (CCLA) for Florida's 28 community colleges</p> | <p>Authorization by APA</p> |
| <p>Authorized Signature: <i>[Signature]</i></p> | <p>Authorized Signature: <i>[Signature]</i></p> |
| <p>Name: <i>[Name]</i></p> | <p>Name: Linda Beebe</p> |
| <p>Title: <i>[Title]</i></p> | <p>Title: Senior Director, PsycINFO</p> |
| <p>Date: <i>[Date]</i></p> | <p>Date: 10/16/06</p> |

THIS COVER DOCUMENT MUST BE SIGNED, ALL OF THE FOLLOWING PAGES INITIALED, AND THE ENTIRE DOCUMENT RETURNED IN FULL.

Return to American Psychological Association, Licensing Department, 750 First Street, NE, Washington, DC 20002-4242; Fax: 202 336-6160; Telephone: 800-374-2721; 202-336-5510. TDD/TTY: 202-336-6123

ELECTRONIC DATABASE LICENSE AGREEMENT

(Consortium/Multi-site paying Vendor for Vendor Platform Access)

1. General Terms of Agreement

1.1 Definitions

- **Licensor** American Psychological Association, a non-profit corporation with offices at 750 First Street, NE, Washington DC 20002-4242 USA.
- **Licensee** The Organization indicated on cover sheet on behalf of Member Sites listed in Schedule B.
- **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 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.
- **Member Sites** Individual entities receiving access to products under this 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. For purposes of this agreement, only member sites specified for each product in Schedule B are included. Individual Member Sites may be added to or withdrawn from inclusion in this agreement by mutual agreement of Licensor and Licensee.
- **Licensed Materials** The Database(s) indicated on the cover sheet of this agreement.
- **Access Period** The period in which Authorized Users of the Member Sites will have access to the database, as specified on the cover sheet.
- **Authorized Users** Persons affiliated with the Member Sites who are permitted access to other electronic resources of the Member Sites, in the specific categories indicated on the cover sheet of this agreement. Users may be remote users so long as they are affiliated with a Member Site. Walk-ins (patrons who are not affiliated with a Member Site) may be considered Authorized Users only if they are physically present at Member Site. Staff at Licensee libraries may access the licensed materials to fulfill occasional requests from non-affiliated patrons asking reference questions. Staff at non-affiliated libraries who are participating in collaborative digital reference services may access the licensed materials in order to assist Authorized Users (as defined above) who are legitimately allowed access to the licensed materials.

- **Course Packs** A collection or compilation of materials (for example, book chapters, journal articles) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.
- **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 institution for a specific course of instruction.
- **Commercial Use** Use of Licensed Materials for any other purpose than those contemplated by this License including but not limited to instances wherein the Licensee is rewarded monetarily through the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. Neither recovery of direct costs by the Licensee or Member Sites from Authorized Users, nor use by the Licensee or Member Sites from Authorized Users of the Licensed Materials in the course of funded research, including research funded by a commercial organization, shall be deemed Commercial Use.
- **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 or Member Sites, whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee or Member Sites. A proxy server may be included in the network.
- **Vendor** 3rd party software distributor of Licensed Materials.

1.2 This Agreement has been executed as of the date and by the Parties as set forth on the cover sheet attached hereto.

2. Agreement

2.1 Subject to all terms and restrictions hereinafter set forth, the Licensor hereby grants to the Licensee and its Member Sites the nontransferable and nonexclusive access to Licensed Materials for the period of time as set forth in the cover sheet of this agreement.

2.2 The copyright and title to any and all property interest in Licensed Materials furnished by the Licensor shall be and remains with the Licensor.

3. Usage Rights

3.1 Authorized Users may extract or use a reasonable amount of information contained in the database 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.

- 3.2 Member Sites may display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.
- 3.3 Authorized Users may electronically save individual articles from the Licensed Materials for personal use.
- 3.4 Authorized Users may print a copy of parts of the Licensed Materials.
- 3.5 Member Sites may provide electronic links to the Licensed Materials from Member Sites' web page(s) and are encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Upon request, Licensor will assist Licensee and Member Sites in creating such links effectively. Licensee and Member Sites may make changes in the appearance of such links and/or in statements accompanying such links as requested by the Licensor.
- 3.6 Licensee and Member Sites may use Licensed Materials for Interlibrary Lending with the following restrictions:
- (a) The Licensed Materials may not be used for any (i) fee-for-service use by Licensee or Member Sites including providing access to or selling copies of Items, (ii) systematic supply or distribution of portions of or Items from the Licensed Materials in any form to anyone other than an Authorized User or (iii) any similar activity.
 - (b) Licensee and Member Sites may use the Licensed Materials to fulfill in print or image form only 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 US Copyright Act and the CONTU Guidelines or with analogous applicable laws of other jurisdictions.
 - (c) Such requests may be fulfilled only by the Licensee or 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 it supplies images only and not digital content.
 - (d) This clause pertains only to databases containing full text. It does not apply for PsycINFO.
- 3.7 The Licensee and Member Sites may incorporate parts of the Licensed Materials in electronic course packs and electronic reserve collection for the use by Authorized Users in a particular course of instruction at the Member Sites, but not in printed (hard copy) or CD-ROM versions of Course Packs, Commercial Use, or Re-sale. Each such item shall carry appropriate acknowledgment of the source, listing title and author of the extract, title and author of the work, and the publisher. Access to stated materials are to be controlled by security measures, such as IP authentication or the use of authorized passwords, and such passwords are to be made available only to registered students of that particular course. The Licensee or Member Site shall delete copies of when they are no longer used for a particular course. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who are visually impaired. Permission for other reproduction should be

sought from the Publisher, via the APA Permissions Office. This clause pertains only to databases containing full text. It does not apply for PsycINFO.

4. Specific Restrictions on Use of Licensed Materials

- 4.1 Other than as specifically permitted in this Agreement, Licensee and Member Sites may not use the Licensed Materials for Commercial Use.
- 4.2 Licensee, Member Sites, and Authorized Users may not remove, obscure or modify any copyright or other notices in the Licensed Materials.
- 4.3 Licensee, Member Sites, and Authorized Users shall not modify or create a derivative work of the Licensed Materials without prior written permission of Licensor.
- 4.4 Licensee, Member Sites, and Authorized Users may not systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies.
- 4.5 Licensee and Member Sites may not systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users without prior written permission of the Licensor.

5. Licensor's Undertaking

- 5.1 The Licensor warrants to the Licensee that the Licensed Materials used as contemplated by this License do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Licensor shall indemnify and hold the Licensee and Member Sites harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee and/or a Member Site claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this License for any reason. This indemnity shall not apply if the Licensee and/or a Member Site has amended the Licensed Materials in any way not permitted by this License.
- 5.2 Licensor reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. Licensor shall give written notice of the withdrawal to the Licensee within sixty (60) days of the removal of any content pursuant to this section.

6. Licensee's Undertakings

- 6.1 The designated Licensee is signing on behalf of all Member Sites and shall be responsible for compliance with all terms of this Agreement by all Member Sites and their Authorized Users.
- 6.2 Licensee shall supply complete contact information (name of institution, name of contact, address, phone number, email address) for each of its Member Sites that are participating in this agreement as Attachment B of this agreement.

- 6.3 Licensee agrees to designate a single person to be the administrator of this Agreement for all Authorized Sites. The name, address, phone number, and e-mail address of the Sales Agreement administrator shall be listed in Attachment B. Licensee shall notify APA of any changes to the assigned administrator or contact information.
- 6.4 Licensee undertakes to use reasonable endeavors to notify Member Sites and Authorized Users of the terms and conditions of this license and to take steps to protect the Licensed Materials from unauthorized use or other breach of this License.
- 6.5 Licensee undertakes to ensure that Member Sites 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 Agreement.
- 6.6 Licensee undertakes to ensure that Member Sites make reasonable efforts to ensure that no external, unauthorized users (users outside of the before-mentioned Authorized Users) have access to the Licensed Materials through this License.
- 6.7 Licensee agrees to ensure that Member Sites inform the Vendor, immediately upon becoming aware of any unauthorized use or other breach, and take reasonable and appropriate steps both to ensure that such activity ceases and to prevent any recurrence.
- 6.8 If the Licensor identifies any unauthorized use, the Licensor has the right to immediately cause access under this License for the offending IP or session to be terminated until the breach is corrected. Licensor and Licensee agree that they will work together to correct the access breach as soon as possible so that access can be restored.

7. Warranties

- 7.1 No computer software is delivered as a part of this License and the License is not conditional upon the Licensee's ability to provide its own software or to use the Licensed Materials provided under this License. Licensor warrants and represents that it has the complete right to enter this agreement and to deliver the Licensed Materials. **This warranty is in lieu of any and all other warranties, written or oral, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose. APA expressly disclaims the implied warranties of merchantability and fitness for a particular purpose.**
- 7.2 Although care has been used in accuracy, completeness, or functioning thereof, Licensor 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.
- 7.3 In no event may the Licensee or Member Sites bring any action arising out of the License more than three (3) years after the claim or cause of action arises. Licensor shall in no event be liable for more than the Fees paid (whether in contract or in tort, including negligence and strict liability).

8. General

- 8.1 This Agreement incorporates the cover sheet and all its terms authorizing access to APA data.
- 8.2 No modification or amendment of this 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.
- 8.3 This License is not assignable without the Licensor's written permission. This License shall be binding upon heirs, successors, and assigns of the parties hereto.
- 8.4 If any one or more of the provisions of the License 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.
- 8.5 Neither party's delay or failure to perform any provision of this License, 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.
- 8.6 If there are any disputes or disagreements, both parties agree to work in good faith to resolve the issues.
- 8.7 This License shall be governed by and construed in accordance with state or jurisdiction law as indicated on the cover sheet. The parties irrevocably agree that any dispute arising out of or in connection with this License will be subject to and within the jurisdiction of the courts of that entity.

9. Payment and Renewals

- 9.1 The term of this Agreement shall be as set forth on the cover sheet, terminating at midnight on the last day of the term. This License shall be renewed for successive periods upon mutual agreement of the parties.
- 9.2 The primary vendor for delivery of content is indicated on the cover sheet to this agreement. The Licensee may substitute other vendors upon notice to Licensor. During the term of the access period, Licensee may contract with multiple providers for the Database(s) with no additional data fee to Licensor. Licensee must inform Licensor of such agreements or renewals.
- 9.3 Under this agreement, the Licensee will pay mutually agreed fees to vendor on behalf of Licensor for the use of the data. Fees paid to Licensor are APA fees for data use only and do not include the vendor surcharge for accessing the database. All vendor access fees are the responsibility of the Licensee.
- 9.4 If the Licensee does not pay the Fee(s) or fulfill the obligations of Sections 3 and 6 above, the Licensor shall have the option to cancel the License effective thirty (30) days following the date on which the Licensor mails, by registered mail, written notice of such cancellation to the Licensee at the business address stated on the first page of the agreement.

- 9.5 If the Licensee does not renew the license at the end of the term specified on the cover sheet, the Licensee may obtain access to the content published during the time they paid for annual site licenses as described in Schedule A.

APA Archiving and Access Policy For Electronic Databases

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.

Access to Data

APA recognizes the business needs of libraries and other customers to retain potential access to content for which they have purchased current access. APA's annual data fees cover current content. As a courtesy to customers and users, APA provides at least 10 years of older content without additional fees during the period of time the customer pays for a site license. If, at a later date, a customer does not renew the site license, they will retain rights to access all content added to the database in the years from the first actual year through the last year for which they paid data fees, without paying additional *data* fees. If the customer desires access to content files from years prior to the years in which they paid, APA will make those files available for a fee.

Delivery of Data

APA is committed to providing customers options for delivery for site licenses. In general, those options include customer loading, access through several vendors, or access directly from APA, and there is a separate cost for delivery. The customer who has stopped paying for an annual site license may also choose one of these options for the segment of content for which they retain rights. Although they would not pay ongoing data fees, they would pay for the delivery of the content.

This policy will apply to all APA-owned content. As APA negotiates contracts with other content owners, the association will encourage those owners to agree to the same terms as part of their participation in the database.

Example: Customer pays annual access and data fees for a database for 10 years. In the eleventh year the customer does not renew access. At that point they retain rights to get access to content APA published during the 10 years in which they paid both data and access fees. If they wish to get access to data published in prior years, they may pay a separate data fee. Delivery of the content entails a separate fee, just as it does with annual licenses.