

## STANDARD LICENSE AGREEMENT

THE NATIONAL LIBRARY OF TECHNOLOGY

AND

EBSCO INFORMATION SERVICES S.R.O.

This License Agreement ("Agreement") is made between

Name: **The National Library of Technology**, a State Contribution Organization set up by the Ministry of Education, Youth and Sports  
Seat: Technická 2710/6, 160 80 Praha 6 - Dejvice  
Identification number: 61387142

(hereinafter referred to as the "Licensee")

and

Name: **EBSCO Information Services s.r.o.**, as authorized reseller for EBSCO Publishing, Inc.  
Seat: Klimentská 1746/52, 110 00 Praha 1  
Identification number: 49621823  
Other details: registered in the Commercial Register maintained by Municipal Court in Prague, Section C, File 24504

(hereinafter referred to as the "Distributor")

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

The Distributor is acting on behalf of American Psychological Association, with offices at 750 First Street, NE, Washington DC 20002-4242 USA ("Publisher" or "APA")

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 **Representation.** 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 **Licensed Materials.** 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 and their Authorized Users (as defined in Section 4.1 below) of the Participating Institutions in accordance with the terms of this Agreement.
- 1.5 **Ownership of Intellectual Property.** 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:

Network Access. 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 **Fees and Payment.** 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 **Change of number of Participating Institutions listed in Appendix B.** 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) **Persons affiliated with the Participating Institutions.** 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) **Walk-ins.** Persons not affiliated with the Participating Institutions who are physically present at the Participating Institutions' site(s) ("Walk-ins").

Nothing in this Agreement shall make the Licensee liable for breach of the terms of the Agreement by any Authorized User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware that a breach occurred.

4.2 **Access by and Authentication of Authorized Users.** Authorized Users of the Participating Institutions shall be granted access to the Licensed Materials pursuant to the following:

- (a) **IP Addresses.** 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 off-campus 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 as-needed 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, 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) **Distributor or Publisher - Administered Authentication.** 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 **Authorized Uses.** 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) Display. The Participating Institutions and the Authorized Users shall have the right to electronically display the Licensed Materials.
- (b) Digital Copy. The Participating Institutions and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials.
- (c) Print Copy. The Participating Institutions and the Authorized Users may print a reasonable portion of the Licensed Materials.
- (d) Recover Copying Costs. 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) Archival/Backup Copy. With respect to PsycARTICLES only, 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) Caching. 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) Classroom Use. 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) Collections of Information. 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) Course Packs (Electronic). The Participating Institutions and the Authorized Users may create links to 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) Course Reserves (Print and Electronic). 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.
- (k) Electronic Links. 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.
- (l) Scholarly Sharing. 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) Interlibrary Loan. 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. For the avoidance of doubt, such secure electronic transmission could also be fulfilled by any system which satisfies all of the following features: 1) ensures that requesting user (researcher/scholar) is affiliated to eligible institution; 2) enables limiting number of items requested per each journal title over a given period; 3) enables limiting number of requests fulfilled by the delivering library over a given period; 4) before getting access to the delivered pdf file, the requesting scholar (who is fully identifiable) must provably declare his/her full compliance with publisher's intellectual property rights. Limitations imposed in points 1), 2) and 3) of this paragraph could be mutually agreed between Distributor, Publisher and Licensee. Files transmitted in this manner must carry copyright notices and comply with the applicable law. This does not apply to PsycINFO.

(o) **Bibliographic Citations.** 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 **No Diminution of Rights.** Nothing in this Agreement, including but not limited to the Authorized Users, 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 **Scope of Authorized Use and Access to Licensed Materials.**

**Unlimited Access.** 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 **Unauthorized Use.** The Participating Institutions, or the Authorized Users shall not knowingly permit anyone other than the Authorized Users to access the Licensed Materials.

5.2 **Modification of Licensed Materials.** 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 **Removal of Copyright Notice.** 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 **Commercial Purposes.** 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.

5.5 **Artificial Intelligence.** Licensee and Authorized Users may not intentionally input any of the content from the databases, services, or e-content in generative artificial intelligence tools (“**GenAI**”). Notwithstanding anything to the contrary, Licensee and Authorized Users may use, transmit, view, or store the content or outputs from the databases, services, or e-content in email systems, PDF readers or programs, file storage systems, and other similar software tools and systems that may have GenAI running therein.

## 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 or Distributor, the Distributor 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 **Availability of the Licensed Materials.** 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 2026, 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 2026 due to the necessity of access to the Licensed Material as of 1 January 2026, to the Participating Institutions and 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 **Discovery of the Licensed Materials.** The Distributor shall, where it is permitted to do so and, subject to any restrictions placed by Publisher, 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 **Persistent Linking.** 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 **Support.** 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 [REDACTED] and/or phone [REDACTED] 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 **Training.** 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 **Updates.** 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 will use commercially reasonable efforts to give 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.** Intentionally omitted.

7.14 **Completeness of Content.** Intentionally omitted.

7.15 Intentionally omitted.

7.16 Intentionally omitted.

7.17 **Notification of Modifications of Licensed Materials.** From time to time, the Distributor may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. The Distributor 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. When such changes, modifications, withdrawal (where the withdrawal is at the title level rather than the item level), or migrations occur, the Distributor shall give notice of any such changes to the Licensee and the Participating Institutions as soon as is practicable. If any such withdrawal takes place in the Licensed Materials, the Distributor 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.

7.18 **Withdrawal of Licensed Materials.** Intentionally omitted.

7.19 Intentionally omitted.

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,<sup>1</sup> 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 **Usage Statistics.** 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 Counting Online Usage of Networked Electronic Resources ("COUNTER") Code of Practice Release,<sup>2</sup> 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) Protocol<sup>3</sup> 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 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

---

<sup>1</sup> <http://www.niso.org/workrooms/kbart>

<sup>2</sup> [http://www.projectcounter.org/code\\_practice.html](http://www.projectcounter.org/code_practice.html)

<sup>3</sup> <http://www.niso.org/workrooms/sushi/>

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 accessing 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 **Use of Digital Watermarking Technology.** 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 Licensed 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 reasonably 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 **MARC Records.** 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 changes in statutory regulations may impact the terms and conditions of this Agreement. In the event of any obligatory statutory changes that affect the rights or obligations hereunder, the Distributor agrees to renegotiate the terms of this Agreement to the necessary extent to ensure compliance with such statutory changes.

## 8. Licensee Performance Obligations

8.1 **License Terms Notification.** 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.

8.3 **Maintaining Confidentiality of Access Passwords.** 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 the 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 this 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 **Early Termination for Financial Hardship.** The Licensee may terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, without penalty as of 31 December 2027 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 tariffs are introduced prior to the commencement of a new Subscription Period, the Licensee shall have the right to terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, with a notice period of 30 days. Such termination must be notified

no later than 30 days before the start of the new Subscription Period. The Agreement shall then terminate on the last day of the Subscription Period in which the notice of termination was given. Such termination is 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.

11.2 **Termination for a Material Breach.** 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 **Termination of Access.** 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 **Refunds.** 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 Parties. In case the Parties do not agree on an adequate compensation within 30 days of early termination, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any remaining period of this Agreement calculated from the date of termination.

11.5 **Termination for closure/merger of Participating Institution.** In the event that any Participating Institution undergoes a merger, dissolution, division, spin-off or other corporate transformation during the term of this Agreement, the Licensee shall be entitled to terminate the Agreement for such Participating Institution by delivering a written notice of termination to the Distributor. The termination of this Agreement for such Participating Institution shall become effective at the end of the current Subscription Period in which the notification on termination has been delivered to the Distributor (i.e. by on the last day of the respective Calendar Year). The Licensee is obligated to promptly notify the Distributor of such an event. In the event the Licensee has already entirely paid the Fee in the respective Subscription

Period, no refund shall be due from the Distributor. In the event the Fee has not yet been entirely paid by the Licensee in the respective Subscription Period, a revised Fee will be re-negotiated in good faith between the Parties for the current Subscription Period reflecting the no existence of the Participating Institution and potential change in the number of the Authorized Users as a result of such merger, dissolution, division, spin-off or other corporate transformation.

**11.6 Termination in the event of dissolution of a Participating Institution without a legal successor.** In the event that any Participating Institution is dissolved without a legal successor during the term of this Agreement, this Agreement shall automatically terminate with respect to that Participating Institution on the date of such dissolution. The Licensee shall notify the Distributor of this fact of dissolution of the Participating Institution. In the event the Licensee has already entirely paid the Fee in the respective Subscription Period, no refund shall be due from the Distributor. In the event the Fee has not yet been paid entirely by the Licensee in the respective Subscription Period, the Fee shall be automatically reduced by the pro rata amount corresponding to the dissolved Participating Institution and for the extent of the Subscription Period which has been served, and the Licensee shall be obliged to pay only the reduced amount.

## 12. Perpetual Rights

*This section 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.*

**12.1 Perpetual License.** 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.

**12.2 Archival Copy.** 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 **Third-Party Archiving Services.** 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 **Accessibility Requirements.** The Distributor represents and warrants that it will use reasonable efforts so that the Licensed Materials comply with the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.1 at level AA<sup>4</sup>. The Distributor shall also promptly respond to and resolve any complaint

---

<sup>4</sup> <http://www.w3.org/WAI/guid-tech.html>

regarding accessibility of the Licensed Materials and shall work to remediate such issues. The Distributor recognizes and acknowledges that a Directive “European Accessibility Act” is going to be transposed by the Member States of the European Union into their national legal systems. The Distributor therefore agrees to ensure that Publisher shall comply with this law, once the provisions of this Directive become effective. This shall also apply in case of any other obligatory statutory changes.

## 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.
- 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.

## 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 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 license conditions 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 further 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 used similarly or replace the conditions/provisions under this Agreement between the Distributor and the Licensee and cannot be used with respect to 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 (3<sup>rd</sup>) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15<sup>th</sup>) 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: EBSCO Information Services s.r.o.
- Address of Distributor: Klimentská 1746/52
- City of Distributor: Praha 1
- Country of Distributor: Czech Republic
- Postal Code of Distributor: 110 00
- E-mail: [REDACTED]

26.5 If to the Licensee:

- Licensing contact:
- Address of Licensee: Head of Licensing Unit  
CzechELib  
National Library of Technology

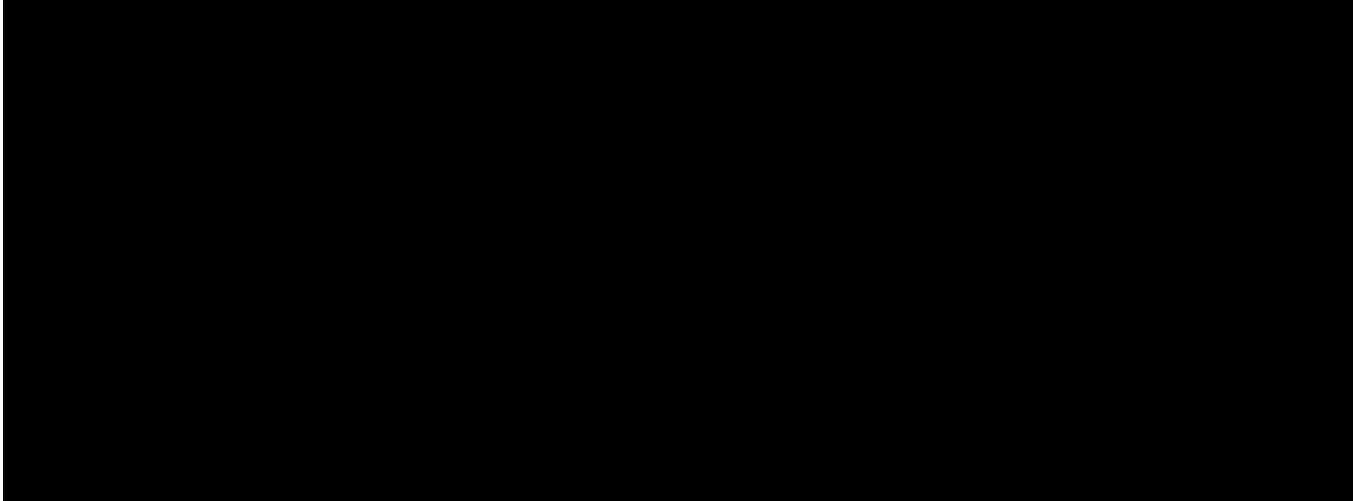
Technická 2710/6, 160 80 Praha 6 – Dejvice  
Czech Republic

- E-mail: 

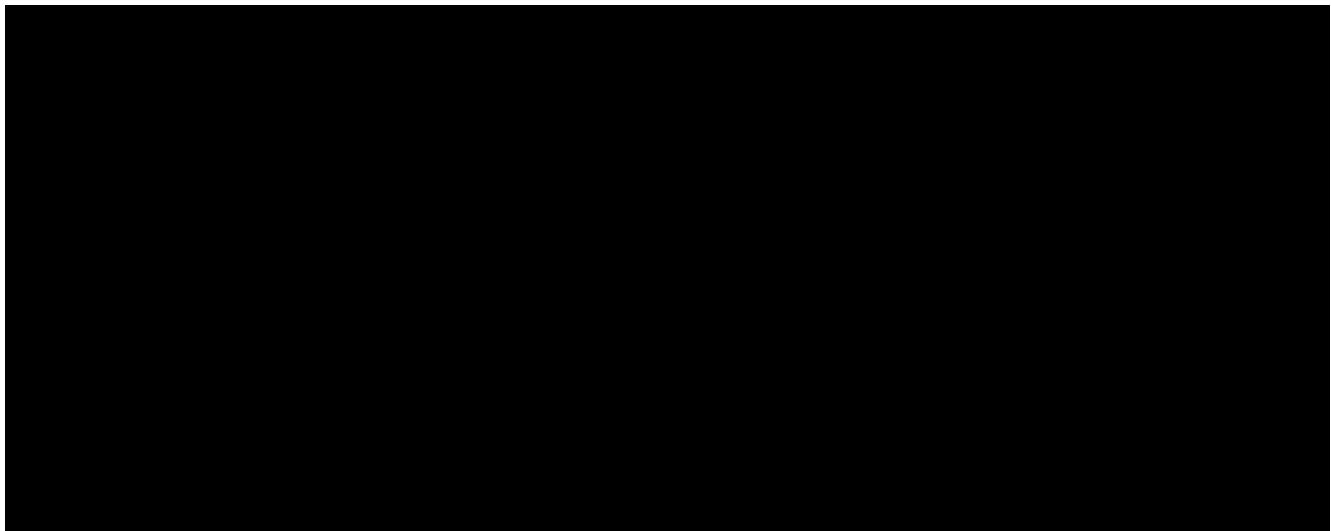
## 27. Execution

- 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 electronic 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:**



# 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:** Effective Date – 31 December 2028

**Access Conditions:** Unlimited simultaneous user system-wide access

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

## Fees and Negotiated Discounts:

Total Fee 2026-2028

License Fee / year: 557,291.00 USD (exclusive of VAT)

2026: [REDACTED]

2027: [REDACTED]

2028: [REDACTED]

- 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 [REDACTED]. 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 2026 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 one payment within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate with the following maturity:
  - Max 100% on 15 May of the given year for which the Licensed Materials are paid;
  - The above-mentioned maturity is applicable only if the invoice is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the payment, i.e. by the 30<sup>th</sup> Apr of the given year;
  - If the invoice is delivered later, the due date 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.
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 [REDACTED]. 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. In the event the invoice is issued by an EU-based Distributor or its EU-based subsidiary, the invoice shall also contain information that the reverse charge rules are maintained and followed. This duty does not apply to the Distributors based outside the EU.
8. 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.
9. 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.

10. The Distributor is not entitled to require any advance payments under this Agreement.

11. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.

The provisions of Section 12. – 14. of Payment Terms below apply to Distributor based in the Czech Republic.

12. 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.
13. 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.
14. 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:**

**Deeply Discounted Print (DDP) Titles:** N/A

**APC Discounts:** N/A

## 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.

### PARTICIPATING INSTITUTIONS

Institution - English name	Cur.	Fee 2026	Fee 2027	Fee 2028
Masaryk University	USD			
Institute of Psychology of the CAS	USD			
Charles University	USD			
Palacky University Olomouc	USD			
<b>TOTAL without VAT</b>	USD			
<b>GRAND TOTAL without VAT</b>	USD			<b>557,291.00</b>

### POTENTIAL PARTICIPATING INSTITUTIONS

(Participating Institutions are not excluded from this list.)

Potential Participating Institutions (Czech)	Potential Participating Institutions (English)
Agritec Plant Research	Agritec Plant Research ltd.
Agrotest fyto, s.r.o.	Agrotest Fyto
Agrovýzkum Rapotín s.r.o.	Agrovyzkum Rapotin
Akademie muzických 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
Archeologický ústav AV ČR, Brno, v. v. i.	Institute of Archaeology Czech Academy of Sciences, Brno
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
CESNET, zájmové sdružení právnických osob	CESNET
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
Etnologický ústav AV ČR, v. v. i.	Institute of Ethnology of the CAS, v. v. i.
Evropská výzkumná univerzita, z.ú.	European Research University
Fakultní nemocnice Brno	University Hospital Brno
Fakultní nemocnice Bulovka	Bulovka University Hospital
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové
Fakultní nemocnice Královské Vinohrady	University Hospital Kralovske Vinohrady
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
Fakultní Thomayerova nemocnice	Thomayer University Hospital
Filosofický ústav AV ČR, v. v. i.	Institute of Philosophy of the ASCR
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
Institut postgraduálního vzdělávání ve zdravotnictví	Institute for Postgraduate Medical Education
Janáčkova akademie muzických 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
Knihovna Ústeckého kraje, příspěvková organizace	Ústí Regional 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
Krajská zdravotní, a.s.	Regional Health Corporation

Masarykova univerzita	Masaryk University
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.
Ministerstvo financí ČR	Ministry of Finance of the Czech Republic
Ministerstvo školství, mládeže a tělovýchovy	Ministry of Education, Youth and Sports
Moravská zemská knihovna v Brně	Moravian Library in Brno
Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Národní centrum zemědělského a potravinářského výzkumu, v.v.i.	Czech Agrifood Research Center
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
Národní ústav duševního zdraví	National Institute of Mental Health
Nemocnice Havířov, příspěvková organizace	Havířov Hospital
Nemocnice Na Homolce	Na Homolce Hospital
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
OSEVA vývoj a výzkum s.r.o.	OSEVA Development and Research Ltd.
Ostravská univerzita	University of Ostrava
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Prague Film School, s.r.o.	Prague Film School
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS
Slezská univerzita v Opavě	Silesian University in Opava
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS
Státní ústav pro kontrolu léčiv	State Institute for Drug Control
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
Škoda Auto Vysoká škola o.p.s.	ŠKODA AUTO University
Technická univerzita v Liberci	Technical University of Liberec

The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Univerzita Hradec Králové	University of Hradec Králové
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem
Univerzita Karlova	Charles University
Univerzita obrany	University of Defence
Univerzita Palackého v Olomouci	Palacky University Olomouc
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 dějin umění AV ČR, v. v. i.	Institute of Art History of the Czech Academy of Sciences
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 chemických procesů AV ČR, v. v. i.	Institute of Chemical Process Fundamentals of the CAS
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 pro hydrodynamiku AV ČR, v. v. i.	Institute of Hydrodynamics of the CAS
Ústav pro soudobé dějiny AV ČR, v. v. i.	Institute of Contemporary History, Czech Academy of Sciences
Ústav přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS
Ústav státu a práva AV ČR, v. v. i.	Institute of State and Law
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, státní příspěvková organizace	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
Vojenská nemocnice Brno	Military Hospital Brno
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague
Vysoká škola báňská - Technická univerzita Ostrava	VSB - Technical University of Ostrava
Vysoká škola ekonomická v Praze	Prague University of Economics and Business
Vysoká škola evropských a regionálních studií, z. ú.	The College of European and Regional Studies
Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Vysoká škola polytechnická Jihlava	College of Polytechnics Jihlava
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice
Vysoká škola uměleckoprůmyslová v Praze	Academy of Arts, Architecture and Design in Prague
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 institut práce a sociálních věcí, v. v. i.	Research Institute for Labour and Social Affairs
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod
Výzkumný ústav geodetický, topografický a kartografický, v. v. i.	Research Institute of Geodesy, Topography and Cartography, v. v. i.
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Výzkumný ústav monitoringu a ochrany půdy, v. v. i.	Research Institute for Soil and Water Conservation
Výzkumný ústav pro krajинu, v. v. i.	Landscape Research Institute
Výzkumný ústav textilních strojů	VUTS, JSC - Technical Library
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, příspěvková organizace	Museum of West Bohemia
Zemědělský výzkum, spol. s r.o.	Agricultural Research, Ltd.

## 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: 2001:718:801:0000:0000:0000:0000:000-2001:718:801:ffffffffff:ffff:ffff:ffff
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, 195.113.89.0-195.113.93.255, 195.113.114.0-195.113.117.255, 195.113.130.0-195.113.131.255, 195.113.149.132-195.113.149.135, 195.113.149.176-195.113.149.183, 195.113.189.0-195.113.189.255, 195.113.223.0-195.113.223.255, 195.113.229.0-195.113.229.255, 195.113.236.0-195.113.236.255, 195.113.245.0-195.113.245.255, 195.113.242.224-195.113.242.231, 78.128.214.96-78.128.214.111, 193.84.53.0-193.84.53.255, 195.113.180.160-195.113.180.167, 195.113.186.128-195.113.186.167, 195.113.187.248-195.113.187.253  IPv6: 2001:718:4:0000:0000:0000:0000:000-2001:718:4:ffffffffff:ffff:ffff:ffff, 2001:718:1200:7:0000:0000:0000:000

		0-2001:718:1200:7ffff:ffff:ffff, 2001:718:1201:0000:0000:0000:0000:0000-2001:718:1201:ffffffffff:ffff:ffff, 2001:718:1207:0000:0000:0000:0000:0000-2001:718:1207:ffffffffff:ffff:ffff, 2001:718:1e03:0000:0000:0000:0000:0000-2001:718:1e03:ffffffffff:ffff:ffff, 2001:718:2401:0000:0000:0000:0000:0000-2001:718:2401:ffffffffff:ffff:ffff, 2001:718:0:4:0000:0000:0000:0000-2001:718:0:4:0000:0000:0000:0000-2001:718:0000:ffffffffff:ffff:ffff, 2001:718:18:0000:0000:0000:0000:0000:0000-2001:718:18:ffffffffff:ffff:ffff, 2001:718:1e00:0000:0000:0000:0000:0000-2001:718:1e00:ffffffffff:ffff:ffff, 2001:718:2400:8001:0000:0000:0000:0000-2001:718:2400:8001ffff:ffff:ffff, 2001:0718:1200:0001:0000:0000:0000:0000-2001:0718:1200:0001ffff:ffff:ffff, 2001:0718:2400:0001:0000:0000:0000:0000-2001:0718:2400:0001ffff:ffff:ffff
Univerzita Palackého v Olomouci	Palacky University Olomouc	IPv4: 158.194.0.0-158.194.255.255

## Appendix D: Title List

APA PsycInfo

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

APA PsycArticles

<https://www.apa.org/pubs/databases/psycarticles/coverage-list>

## Appendix E: APA license conditions



### American Psychological Association (APA) Consortium License Agreement Cover Sheet

Licensee (Institution)

Contact Name

Address

City/State/Province/Zip Code

Email

Telephone

<b>Licensed Products:</b>	
<input type="checkbox"/> APA Handbook in Psychology Series	<input type="checkbox"/> APA PsycInfo®
<input type="checkbox"/> Any or all compilations by copyright year in <ul style="list-style-type: none"><li>o the APA Books® E-Collections as specifically identified in Schedules A and B</li></ul>	<input type="checkbox"/> APA PsycArticles®
<input type="checkbox"/> APA Clinical Training Video Series	<input type="checkbox"/> APA PsycBooks®
<input type="checkbox"/> APA Video Introduction to Psychotherapy Systems	<input type="checkbox"/> APA PsycExtra®
<input type="checkbox"/> APA PsycTherapy®	<input type="checkbox"/> APA PsycTests®
<input type="checkbox"/> APA Academic Writer – Institutional ®	<input type="checkbox"/> APA Style Manual®

**Type**

Consortium

**User Community**

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

**Access**

APA PsycNet®  
 Vendor: \_\_\_\_\_

**Term of the License Agreement** shall begin on \_\_\_\_\_ (the "Effective Date") and continue as provided herein \_\_\_\_\_ ("End Date").

<b>Authorization by Licensee</b>	<b>Authorization by APA</b>
Authorized Signature:	Authorized Signature:
Name:	Name: Michael Cairns
Title:	Title: Head of Channel and Partner Development
Date:	Date:

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

Return to: American Psychological Association, Sales Support & Licensing Department  
750 First Street, NE, Washington, DC 20002-4242; [apalicensing@apa.org](mailto:apalicensing@apa.org).

# American Psychological Association (APA) Consortium License Agreement

**AGREEMENT** by and between, the American Psychological Association, a not-for-profit, tax-exempt association with its principal office at 750 First Street, NE, Washington, DC 20002-4242 (hereinafter "Publisher" and/or "APA"), and [name] \_\_\_\_\_ [address]

\_\_\_\_\_ (the two entities collectively referred to as "the Parties"), has been executed as of the Effective Date set forth on the Cover Sheet attached hereto and hereby incorporated by reference.

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

## Definitions

- **APA Books® E-Collections** Compilations of APA-published books grouped by individual copyright year and provided electronically on the APA PsycNet search platform. (See Schedule B for a list of the Collections and titles included in this License Agreement.)
- **APA Electronic Databases** APA PsycInfo®, APA PsycArticles®, APA PsycBooks®, APA PsycExtra®, APA PsycTests®, APA PsycTherapy®, APA Academic Writer – Institutional®, APA Style Manual®
- **APA Handbooks in Psychology® Series** One or more APA-published handbooks provided electronically on the APA PsycNet search platform. (See Schedule A for a list of the Collections and titles included in this License Agreement.)
- **Authorized Users** Those types of users indicated on the Cover Sheet as being affiliated with the Licensee and who are permitted access to the Licensed Materials. Authorized Users must be those users who are using the Licensed Materials for legitimate educational purposes, whether as a mental health professional in training or as part of other relevant Licensee-approved educational courses or assignments. 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. Walk-ins (patrons who are not affiliated with the Licensee) may be considered Authorized Users only if they are physically present at the Licensee's site and accept the disclaimer regarding the terms and restrictions of use of the Licensed Materials. Alumni are excluded as Authorized users.
- **Commercial Use** Use of Licensed Materials for any other purpose than those contemplated by this License Agreement including but not limited to instances wherein the Licensee 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 from Authorized Users, nor use by the Licensee from Authorized Users of the Licensed Materials in the course of funded research, including research funded by a commercial organization, shall be deemed Commercial Use. Commercial Use is strictly prohibited.
- **Content** Information created and stored by Authorized Users using Licensed Materials.

- **Course Packs** A collection or compilation of materials incorporating portions of the Licensed Materials (for example, book chapters or playlists of streaming video segments) assembled by members of staff of the Licensee for use by students in a class at that institution for the purposes of instruction whether for mental health professionals in training or as part of other relevant Licensee-approved educational courses or assignments.
- **Courseware** A Web-service based software package for educational use that enables faculty to post course materials, calendars, and quizzes on a secure network server.
- **Electronic Reserve Collection** Reserved readings (for example, book chapters) compiled by faculty and made available digitally to students or other Authorized Users at Licensee institution for a specific course of instruction.
- **Licensed Materials** The Products indicated on the Cover Sheet.
- **Licensee** The institution identified on the Cover Sheet of this Agreement that is authorized to access and use the Licensed Materials pursuant to the terms and conditions set forth herein. Licensee includes the institution's authorized users within the User Community as specified on the Cover Sheet, including faculty, professional staff, librarians, students, practitioners, and other authorized personnel who access the Licensed Products through the Licensee's network and from permitted locations.
- **One-Time Service Fee** With the purchase of new product(s) a one-time service fee will be collected for nonexclusive perpetual license to the Licensed Materials, subject to the terms and conditions of the signed License Agreement. Purchase Fee is required in addition to the payment of a One-Time Service Fee.
- **Purchase Fee** A one-time payment for a nonexclusive perpetual license to the Licensed Materials, subject to the terms and conditions of the signed License Agreement. Purchase Fee is required in addition to the payment of a One-Time Service Fee, if/when purchasing new product(s).
- **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, 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. A proxy server may be included in the network.
- **Service Fee** Annual payment for maintenance and provision of access to APA PsycArticles, APA PsycInfo, APA PsycTests, APA PsycBooks, and/or APA PsycExtra on APA PsycNet.

## **License Grant**

- 1.1 **Use and Access.** Subject to all terms and restrictions hereinafter set forth, the APA hereby grants to Licensee upon the purchase of the Licensed Materials a limited, non-assignable, nonexclusive license to access and use the Licensed Materials via a Secure Network for the period of time set forth in the Cover Sheet, for the purposes of research, teaching, and private study, but not for any Commercial Use. This license grant shall include the following:

1.1.1 Print; Download; Extraction. 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. If the Licensed Materials are composed of streaming video, the transcripts of the verbal video content are made available only as an aid to facilitate use and comprehension of the video content and shall not be considered the equivalent of a book, journal or other print product. As a result, by this Agreement, the Parties agree that such transcript text, if any, included in the Licensed Materials is not primary reading material nor intended for use as primary reading material and as such may not be copied in whole or in part under Fair Use provisions.

1.1.2 Electronic Links. 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, but which must always include the Authorized Users' acceptance of the disclaimer regarding the terms and restrictions of use of the Licensed Materials that appears whenever the user accesses the Licensed Materials. 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.

1.1.3 Interlibrary Loan - APA Books® E-Collections and APA Handbooks in Psychology® Series and APA Electronic Databases: Licensee may use these Licensed Materials for Interlibrary Lending with the following restrictions:

- i) The Licensed Materials may not be used for Commercial Use or systematic supply or distribution of portions of the Licensed Materials in any form to anyone other than an Authorized User or any similar activity.
- ii) 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.
- iii) 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 it supplies images only and not digital content.
- iv) Interlibrary Loan - APA Videos, APA PsycTherapy, APA Style Manual, and APA Academic Writer – Institutional: The use of these Licensed Materials for Interlibrary Lending is prohibited. The Licensee may not remove transcripts, transcript excerpts, images, or audio from any of the Licensed Materials and separately distribute them.

1.1.4 Course Packs and Electronic Reserves. Consistent with the Fair Use provisions of Section 107 of the U.S. Copyright Act, Licensee and Member Site 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 shall be prohibited; screenshots or captures from any of the Licensed Materials is strictly prohibited under any circumstances;

- ii) Course Packs, Courseware and/or Electronic Reserve Collections shall not be used or offered for Commercial Use and shall include attribution to the appropriate source, listing title and author of the extract, title and author of the work, and the name of the publisher;
- 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 non-electronic non-print perceptible form, such as audio or Braille, may be offered to Authorized Users when necessary; and
- vi) Permission for other reproduction should be sought from the APA, via the APA Permissions Office.
- vii) This Clause 1.1.4 does not apply to APA *PsyInfo*® and APA *PsycTests*®. Material obtained from APA *PsyInfo*® and APA *PsycTests*® may not be reproduced in a Course Pack, Courseware, or Electronic Reserve Collection.

## 1.2 Specific Restrictions on Use of Licensed Materials

- 1.2.1 The Licensee and its Member Sites may not use the Licensed Materials for Commercial Use.
- 1.2.2 Authorized Users must be those users who are using the Licensed Materials for legitimate educational purposes, whether as a mental health professional in training or as part of other relevant Licensee-approved educational courses or assignments. Unauthorized viewing of Licensed Materials is expressly prohibited.
- 1.2.3 Use of the Licensed Materials by Authorized Users must always include the Authorized Users' acceptance of the disclaimer regarding the terms and restrictions of use of the Licensed Materials that appears whenever the user accesses the Licensed Materials. If the Authorized User does not agree to or cannot abide by the terms of the disclaimer, they will not access the Licensed Materials.
- 1.2.4 The Licensee and its Member Sites shall not remove the opening disclaimer and user note regarding not disclosing identifying participant information or sharing access with unauthorized users.
- 1.2.5 The Licensee and its Member Sites shall encourage Authorized Users to view the Licensed Materials in as private an environment as possible, and out of sight or hearing range of unauthorized users as reasonably practical.
- 1.2.6 The Licensee, its Member Sites or its Authorized Users may not remove, obscure or modify any copyright or other notices in the Licensed Materials.

- 1.2.7 The Licensee, its Member Sites or its Authorized Users shall not modify or create a derivative work of the Licensed Materials.
- 1.2.8 The Licensee, its Member Sites or its Authorized Users may not systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose.
- 1.2.9 The Licensee, its Member Sites may not systematically distribute the whole or any part of the Licensed Materials to anyone other than its Authorized Users.

## **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 Removal of Copyright Notice. Licensee, its Member Sites and Authorized Users shall not remove, obscure or modify any copyright or other notices in the Licensed Materials.
- 2.3 Modification. Other than as set forth herein, Licensee, its Member Sites and Authorized Users shall not modify or create a derivative work of the Licensed Materials, in whole or in part, without prior express written permission of the APA.
- 2.4 Content. Licensee, its Member Sites or Authorized Users shall own all right, title, and interest in the Content Authorized Users create and store using the Licensed Materials. The APA shall use reasonable efforts to protect the privacy and security of the Content in accordance with the Privacy Policy for the Licensed Materials, a copy of which is available at <https://www.apa.org/about/privacy> and incorporated by reference herein.

## **3. Obligations and Representations and Warranties**

### **3.1 APA**

- 3.1.1 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, 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 its Member Sites 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, its Member Sites or Authorized User or if Licensee, its Member Sites and/or Authorized User has modified or used the Licensed Materials in any way not permitted by this License Agreement.
- 3.1.2 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. The APA shall give written notice of the withdrawal to Licensee and its Member Sites within sixty (60) days of the removal of any material pursuant to this section.
- 3.1.3 Licensor shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA

(<http://www.w3.org/WAI/guid-tech.html>). Licensor shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Licensor shall provide to Licensee a current, accurate completed Voluntary Product Accessibility Template (VPAT) to demonstrate compliance with accessibility standards (<https://www.itic.org/policy/accessibility>). If the product does not comply, the Licensor shall adapt the Licensed Materials in a timely manner and at no cost to the Licensee in order to comply with applicable law.

- 3.1.4 The APA shall make statistics regarding the usage of the Licensed Materials by Licensee, its Member Sites and Authorized Users available to Licensee in a manner consistent with generally accepted best practices. The APA will provide ongoing access to usage statistics on a password-protected site.
- 3.1.5 The APA will store Licensed Materials in one or more APA locations in digital form accessible by telecommunications links between such locations and authorized locations of the Licensee.
- 3.1.6 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. Every effort will be made to minimize any downtime and to restore services in the event of a failure beyond the control of the APA.
- 3.1.7 No computer software is delivered as a part of this License Agreement and this License Agreement is not conditional upon Licensee's and/or its Member Sites' ability to provide its own software or the ability to use the Licensed Materials provided under this License Agreement.

### 3.2 Licensee

- 3.2.1 Licensee agrees to be responsible for all claims and damages that directly result from the negligent acts or omissions of the Licensee, its employees, or agents. The Licensee shall not be liable to the APA for breach of the terms of this License Agreement by any Member Site or Authorized User so long as the Licensee did not intentionally or through gross negligence or recklessness assist in or encourage such breach or permit such breach to continue after having actual notice thereof.
- 3.2.2 Licensee agrees to designate a single person to be the administrator of this License Agreement. The name, address, phone number, and e-mail address of the License Agreement administrator shall be listed on the Cover Sheet. Licensee shall notify the APA of any changes to the assigned administrator or contact information.
- 3.2.3 Licensee represents and warrants that it will notify its Member Sites and Authorized Users of the terms and conditions of this License Agreement and protect the Licensed Materials from unauthorized use or other breach of this License Agreement. Authorized users may only access the Licensed Materials after they accept the applicable Terms of Service, Terms of Use, and/or Privacy Policy of the platform of access:
  - APA PsycNet, inclusive of product access to APA PsycInfo, APA PsycArticles, APA PsycBooks, APA PsycTests, and APA PsycExtra: <https://psycnet.apa.org/general/tos>
  - Academic Writer – Institutional: <https://academicwriter.apa.org/about/privacy>
  - APA Style Manual: <https://stylemanual.apa.org/about/tos>
  - APA PsycTherapy: <https://www.apa.org/about/termsofuse>

- 3.2.4 Licensee and its Member Sites represents and warrants that the videos in the APA PsycTherapy database are intended for educational and training purposes. Unauthorized viewing of these videos is expressly prohibited. All participants have agreed to allow their clinical demonstrations to be filmed and distributed for educational and clinical purposes; nonetheless, the material should be considered confidential and treated according to professional and ethical guidelines in accordance with the **APA PsycTherapy® Disclaimer, Schedule D**.
- 3.2.5 Licensee and its Member Sites represent and warrant that it will provide access to the Licensed Materials on a Secure Network. Licensee 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 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.
- 3.2.6 Licensee and its Member Sites will use best efforts to ensure that no external, unauthorized users will have access to the Licensed Materials.
- 3.2.7 Licensee and its Member Sites agree to inform the APA, immediately upon becoming aware of any unauthorized use or other breach, and to take reasonable and appropriate steps both to ensure that such activity ceases and to prevent any recurrence.
- 3.2.8 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. The APA and Licensee and its Member Sites agree that they will work together to correct the breach as soon as possible so that access can be restored.

### 3.3 Mutual Representations and Warranties

Both Parties represent and warrant that a) it has the legal authority to enter into this License Agreement; b) this 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 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 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, its 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 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.
- 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.

## 6. Term and Termination

- 6.1 Term.
  - 6.1.1 Inclusive of APA PsycArticles®, APA PsycBooks®, APA PsycExtra®, APA PsycTests®, APA PsycTherapy®, APA Academic Writer®, APA Style Manual®, APA PsycTherapy® The term of this Agreement shall be as set forth on the Cover Sheet, terminating at midnight on the last day of the Term. This Agreement may be renewed for additional one-year terms by mutual agreement between the APA, the Licensee and its Member Sites and on payment of annual license fees as set by the APA and agreed to by the Licensee unless Licensee notifies the APA in writing of its intention not to renew at least thirty (30) days prior to the expiration of the then-active term or unless the License Agreement is terminated as provided for herein
- 6.2 Termination. The APA may terminate if Licensee does not pay the fee(s) as set forth or breaches the obligations set forth in Sections 3 and 6. 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 Purchase Fee or Service Fee will be given.
- 6.3 Effect of Termination. If the Licensed Materials include APA Books® and/or APA Handbooks in Psychology®, upon termination for any reason, Licensee shall be entitled to keep a permanent flat file

copy of those materials. Upon Licensee's request, the APA shall deliver to Licensee the flat file copy in .txt or a similar file format of APA's choice. Upon termination of this License Agreement, Authorized Users of the Licensee may access papers that they own, but not other areas of the Licensed Materials requiring authenticated access, for a period of two (2) years after which such Authorized Users' accounts and all Content therein will be permanently deleted. During the term of this Agreement, Authorized Users are responsible for maintaining a back-up copy of any Content to which they wish to have access after termination of this License Agreement. With respect to APA Electronic Databases, Licensee is entitled to the archival rights outlined in Schedule C.

#### Authorized User Access.

- 6.3.1 In the event that an individual is no longer an Authorized User of the Licensee and its Member Sites and is not an Authorized User of another Licensee of the Licensed Materials, that individual may access papers that they own, but not other areas of the Licensed Materials requiring authenticated access, for a period of two (2) years after which the Member Site and/or Authorized User's account and all Content therein will be permanently deleted.
- 6.3.2 In the event that an individual Authorized User of the Licensee and/or its Member Sites do not access their personal account containing papers that they own nor other areas of the Licensed Materials requiring authenticated access, their account will be retained by the APA for four (4) years, after which they may access papers that they own, but not other areas of the Licensed Materials requiring authenticated access, for a period of two (2) years. At the end of the two (2) year period, the Authorized User's account and all Content therein will be permanently deleted.

### **7. Trial Subscriptions**

- 7.1 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 in Schedules A and Schedule B to which the Licensee and its Member Sites have not purchased access for a limited, trial period ("Trial Subscription") to determine their usefulness or suitability to the Licensee and/or its Member Sites. The Licensee's access to and use of all such APA products granted under a Trial Subscription shall be subject to and governed by all applicable Terms and Conditions of this License Agreement. The APA agrees to offer the Licensee 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.
- 7.2 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.

### **8. Payment**

#### **8.1 APA Books® E-Collections and APA Handbooks in Psychology® Series**

- 8.1.1 At the purchase of new product(s) Licensee will pay the Purchase Fee and a one-time Service Fee for perpetual access to and use of the Licensed Materials. The one-time Service Fee will provide perpetual access to all purchased volumes in the *APA Handbooks in Psychology* Series and APA Books E-Collections which are available from APA in printed form and electronically. The APA shall provide notice of any change in the Fees to Licensee at least ninety (90) days before the end of the calendar year.
- 8.1.2 For each subsequent renewal without paying additional access fees to APA, the customer has perpetual use rights to the purchased and historical content of APA Handbooks (**Schedule A**) and APA Books E-Collections (**Schedule B**).

## 8.2 APA Videos and APA PsycTherapy

- 8.2.1 Inclusive of APA PsycArticles®, APA PsycBooks®, APA PsycExtra®, APA PsycTests®, APA PsycTherapy®, APA Academic Writer®, APA Style Manual®, APA PsycTherapy® this Agreement may be renewed for additional one-year terms by mutual agreement between the APA and the Licensee and on payment of annual license fees as set by the APA and agreed to by the Licensee.
- 8.2.2 At the conclusion of each one-year term of access to the Licensed Materials by the Licensee and its Member Sites and in advance of the APA's receipt of the Licensee's payment of the Fee(s), the APA will extend to the Licensee a grace period of thirty (30) days access to the Licensed Materials beyond the date of expiration of each one-year term of access. If payment of the Fee(s) is not received at the end of the 30-day grace period, the Licensee will be assumed by the APA to have cancelled its subscription to the Licensed Materials and its access to the Licensed Materials will be terminated by the APA.
- 8.2.3 If the Licensee does not renew the License Agreement at the end of the Term specified on the Cover Sheet or if the License Agreement is terminated by either Party, no access rights to the Licensed Materials will be available to the Licensee and/or its Member Sites.
- 8.2.4 The current APA data fee schedule is available from the APA in printed form.

- 8.3 If subsequent to the signing by the Parties of this License Agreement the Licensee purchases any new Licensed Materials, the authorized representative of the Licensee will complete, sign and return to the APA an addendum to the License Agreement which will be provided by the APA to the Licensee.
- 8.4 Payment is due within 30 days of invoice. If payment is not made within 30 days or by mutually agreed accommodation, APA may suspend access to the licensed product(s) until payment is made according to the invoiced amount. Suspending access shall not extend the license beyond the agreement term. Non-payment of invoice shall result in termination.

## 9. General

- 9.1 Entire Agreement. This License Agreement incorporates the Cover Sheet and the attached Schedule(s) and sets forth the entire Agreement and understanding between the Parties with respect to the subject matter thereof and supersedes and merges all prior oral and written agreements, discussions, and understandings between the Parties.
- 9.2 Modification. No modification or amendment of this License Agreement shall be binding upon either Party unless it shall be in writing and signed by persons authorized to bind the Parties to this License Agreement.
- 9.3 Assignment. This License Agreement is not assignable without the APA's prior written permission, and this License Agreement shall be binding upon heirs, successors, and assigns of the Parties hereto.
- 9.4 Severability. If any one or more of the provisions of the License Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect the validity or enforceability of any other provisions of the License Agreement.
- 9.5 Force Majeure. Neither Party's delay or failure to perform any provision of this License Agreement as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or give rise to, a breach of this License Agreement.
- 9.6 Good Faith Resolution. If there are any disputes or disagreements regarding the terms and conditions

of this License Agreement, both Parties agree to work in good faith to resolve the issues.

- 9.7 All notices shall be in writing and shall be sent to the other Party via registered, certified or electronic mail to the address set forth on the first page of this License Agreement.
- 9.8 The provisions of Sections 2, 3, 4.2, 4.3, 5, and 6 shall survive the termination or expiration of this License Agreement.

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

## Schedule A

**2025 Purchase Fees for Titles  
Included in *APA Handbooks in Psychology*®  
Covered by This License Agreement\***

	<b>Title</b>	<b>Volumes in Set</b>	<b>Electronic Only</b>
<input type="checkbox"/>	<i>APA Handbook of Addiction Syndrome</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Behavior Analysis</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Adolescent Psychology</i>	1	
<input type="checkbox"/>	<i>APA Handbook of Adolescent and Young Adult Development</i>	1	
<input type="checkbox"/>	<i>APA Handbook of Career Intervention</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Clinical Geropsychology</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Clinical Psychology</i>	5	
<input type="checkbox"/>	<i>APA Handbook of Community Psychology</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Comparative Psychology</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Consumer Psychology</i>	1	
<input type="checkbox"/>	<i>APA Handbook of Contemporary Family Psychology</i>	3	
<input type="checkbox"/>	<i>APA Handbook of Counseling Psychology</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Dementia</i>	1	
<input type="checkbox"/>	<i>APA Educational Psychology Handbook</i>	3	
<input type="checkbox"/>	<i>APA Handbook of Ethics in Psychology</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Forensic Neuropsychology</i>	1	
<input type="checkbox"/>	<i>APA Handbook of Forensic Psychology</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Giftedness and Talent</i>	1	
<input type="checkbox"/>	<i>APA Handbook of Human Systems Integration</i>	1	
<input type="checkbox"/>	<i>APA Handbook of Industrial and Organizational Psychology</i>	3	
<input type="checkbox"/>	<i>APA Handbook of Intellectual and Developmental Disabilities</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Men and Masculinities</i>	1	
<input type="checkbox"/>	<i>APA Handbook of Multicultural Psychology</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Neuropsychology</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Nonverbal Communication</i>	1	
<input type="checkbox"/>	<i>APA Handbook of Personality and Social Psychology</i>	4	
<input type="checkbox"/>	<i>APA Handbook of Psychology and Juvenile Justice</i>	1	
<input type="checkbox"/>	<i>APA Handbook of Psychology, Religion, and Spirituality</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Psychopathology</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Psychopharmacology</i>	1	
<input type="checkbox"/>	<i>APA Handbook of Psychotherapy</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Research Methods in Psychology</i>	3	

	Title	Volumes in Set	Electronic Only
<input type="checkbox"/>	<i>APA Handbook of Research Methods in Psychology (2<sup>nd</sup> Ed)</i>	3	
<input type="checkbox"/>	<i>APA Handbook of Sexuality and Psychology</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Sport and Exercise Psychology</i>	3	
<input type="checkbox"/>	<i>APA Handbook of Testing and Assessment in Psychology</i>	3	
<input type="checkbox"/>	<i>APA Handbook of the Psychology of Women</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Trauma Psychology</i>	2	
<input type="checkbox"/>	<i>APA Handbook of Health and Psychology</i>	3	

\*Title list subject to change as new publications are released

## Schedule B

### **APA Books® E-Collections Covered by This License Agreement**

	<b>Copyright Year(s)</b>	<b>Individual Copyright Year List Purchase Price</b>
<input type="checkbox"/>	2001	
<input type="checkbox"/>	2002	
<input type="checkbox"/>	2003	
<input type="checkbox"/>	2004	
<input type="checkbox"/>	2005	
<input type="checkbox"/>	2006	
<input type="checkbox"/>	2007	
<input type="checkbox"/>	2008	
<input type="checkbox"/>	2009	
<input type="checkbox"/>	2010	
<input type="checkbox"/>	2011	
<input type="checkbox"/>	2012	
<input type="checkbox"/>	2013	
<input type="checkbox"/>	2014	
<input type="checkbox"/>	2015	
<input type="checkbox"/>	2016	
<input type="checkbox"/>	2017	
<input type="checkbox"/>	2018	
<input type="checkbox"/>	2019	
<input type="checkbox"/>	2020	
<input type="checkbox"/>	2021 (Academic)	
<input type="checkbox"/>	2021 (Clinical)	
<input type="checkbox"/>	2021 (Full)	
<input type="checkbox"/>	2022 (Academic)	
<input type="checkbox"/>	2022 (Clinical)	
<input type="checkbox"/>	2022 (Full)	
<input type="checkbox"/>	2023	
<input type="checkbox"/>	2024	
<input type="checkbox"/>	2025	

## Schedule C

## **List of All Consortium Member Sites Covered by This Agreement**

Consortium License Administrator

---

## Address

### Telephone

Fax

## Email

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

## Schedule D

### **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.

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

## Schedule E

### **American Psychological Association APA PsycTherapy® Disclaimer**

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

By viewing these videos, you agree that:

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

Should you breach any of the above terms of agreement, the Publisher has the right, to pursue all legal remedies against you, notify your institution of your inappropriate use, and terminate your or your institution's access (for multiple site-specific inappropriate uses). The Publisher shall not be responsible or liable for, and you agree to indemnify and hold the Publisher harmless from, any claims or damages resulting from the viewer's use of or reliance on this material, including but not limited to any indirect, special, consequential, or exemplary damages.

If you do not agree to, or cannot abide by these terms, please do not use this database. These programs are copyrighted and may not be copied, reproduced, or disseminated without written permission of the Publisher.