

American Psychiatric Association

Online Institutional Agreement (License)

By activating your online subscription or accessing free content on this site, you indicate that your organization, as Licensee, agrees on behalf of itself and its employees, agents, affiliates, and Authorized Users, to each of the following terms and conditions of this Online Institutional Agreement (License). The American Psychiatric Association (APA) hereby objects to and rejects any inconsistent, additional or different terms, including but not limited to those contained in purchase order or in any other documentation provided by you relating to this License. Notwithstanding anything to the contrary in any other document of any kind, the terms and conditions contained in this Online Institutional Agreement shall take precedence over any and all alternative terms in any other documentation connected with this transaction, including any purchase order or similar documentation issued by you. Acceptance by APA of payment related to this License does not constitute acknowledgement or acceptance of any alternative conditions of purchase issued by you.

1. GRANT OF RIGHTS.

Contingent upon payment of the subscription fee within thirty (30) calendar days of the order, APA grants to the Licensee a world-wide, non-exclusive, non-transferable, royalty-bearing license to give Authorized Users access to the Licensed Materials during the term of this License via a Secure Network for the Permitted Uses described in Sections 2 and 4 below, subject to the terms and conditions of this License.

2. SUBSCRIPTION ACCESS

An online subscription permits unlimited simultaneous Internet Access to complete PsychiatryOnline content by Authorized Users for as long as APA remains the publisher of the Content and the subscription term has not expired. Secure proxy access from off-site locations is allowed.

a . GOVERNMENT END USE PROVISIONS

APA provides PsychiatryOnline, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to PsychiatryOnline include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with APA to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

3. COPYRIGHT

Unless otherwise noted, the APA holds the copyright on all materials published at PsychiatryOnline. All content is subject to “fair use” provisions of U.S. or applicable international copyright laws: <http://www.copyright.gov/title17/92chap1.html>

4. AUTHORIZED USE

During the term of this License and subject to Section 5 below,

Within academic institutions: Authorized Users are defined as current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) employed at the Licensee’s Premises; individuals who are enrolled at the Licensee’s Academic Institution located on the Licensee’s Premises who are permitted to access the Secure Network

from within the Library Premises or from such other places where Authorized Users work or study (including but not limited to authorized Users' offices and homes, halls of residence and student dormitories) and who have been issued a password or other authentication from the Licensee; and other persons who access the Secure Network from computer terminals within the library premises and are permitted to use the Library premises.

Within non-academic institutions: Authorized Users are defined as employees, agents, consultants, subcontractors, independent contractors and Outsource Providers of Licensee, [whether on a permanent, temporary or contract basis] whom Licensee has authorized to access or use the Licensed Material [from within or outside Licensees or its Affiliate's premises and whose conduct is subject to regulation by Licensee]. Such use does not extend to data mining, document delivery, distribution or access to the Licensee's user privileges beyond the terms of this Agreement.

The Licensee has the right to do any of the following:

Authorized Users are permitted to reproduce or disseminate PsychiatryOnline content only within the parameters of applicable copyright law. The following uses are specifically authorized:

a. Downloading: Downloading, printing, or saving single pages of PsychiatryOnline content for the purposes of research, preservation of content, teaching, and/or private study by Authorized Users is permissible. Systematic downloading (by robots or other automatic processes) and print distribution of content in course packs are prohibited without explicit approval. Links may be provided to Authorized Users for educational purposes via secure third-party proxy servers.

b. Interlibrary Loan: The Licensee shall be permitted to use a limited amount of the Licensed Materials to fulfill occasional requests from other institutions in compliance with applicable copyright law. Electronic transmission of PsychiatryOnline content to unauthorized users or to another library outside the Licensee's secure network is permissible *only* by use of a secure electronic system that creates a document for one-time use and does not allow storage of the electronic version. Participating Libraries agree that copyright notices will be sent on all interlibrary loan transmissions. Non-secure electronic transmission of files is not permitted. Any transmission of an epub (eBook) file is not permitted.

c. Accessibility: Licensee may transcribe any portion of PsychiatryOnline content into Braille script, enlarged type, or other appropriate versions in order to allow Authorized Users with disabilities to access PsychiatryOnline content.

d. Medical Information: Licensee may supply print or electronic copies of individual articles or parts of articles taken from the Licensed Materials to fulfill enquiries from third parties for medical information purposes. Copies supplied under this clause must carry without modification copyright notices already incorporated into the Licensed Material. This specifically excludes any use for document delivery services or pay-per-view services or any other replacement of a subscription or a reprint service for marketing/sales purposes.

e. Reprints: Permission to reprint or copy PsychiatryOnline content beyond that allowed by Section 107 or 108 of the U.S. Copyright Law, licenses must be obtained from APA's permissions department:

<http://www.appi.org/permissions>

f. Subscription renewal or cancellation: The License term shall be equal to the subscription period purchased by Licensee. In the event that Licensee does not renew a subscription, select journal content from PsychiatryOnline chosen by APA will be available to Licensee on a rolling 12-month

embargo basis. Thus, if Licensee does not renew after December, journal content from the previous 12 months and going back to January 1997 may be available to Licensee. Non-journal content from PsychiatryOnline shall not be available to Licensee after non-renewal or cancellation. Journal content is that listed in Appendix A. APA reserves the right to change the terms of the embargo period, with or without prior notice, or to make select articles unavailable without an active subscription.

5. PROHIBITIONS ON CERTAIN USES

- a. Unauthorized users: Except as specifically provided elsewhere in this Agreement, the Licensee is prohibited from making agreements for access to PsychiatryOnline content with individuals, organizations, vendors, affiliates, or partners who are not Authorized Users. Licensee is expressly prohibited from using open proxy servers that would make the Licensed Materials accessible to any individual outside the Licensee's secure firewall.
- b. Commercial Redistribution: No direct commercial re-use (e.g., downloading, posting of a file, or printing to sell or distribute to any unauthorized user) of any PsychiatryOnline content is permitted. Upon written request of the Licensee, APA may grant permission to provide a limited amount of print or electronic PsychiatryOnline content for purposes of regulatory approval, patent and/or trademark applications, or other legal or regulatory purposes.
- c. Removal of copyright and trademark notices: Licensee agrees not to remove, cover, overlay, obscure, block, or change any copyright or trademark notices, legends, or terms of use.
- d. Modification: Licensee shall not modify or create a derivative work of any PsychiatryOnline content without the prior written permission of APA.
- e. Authentication: Licensee will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access subscribed PsychiatryOnline content online.
- f. IP Addresses: Licensee affirms that all Internet Protocol ("IP") addresses and/or user names and passwords provided for use of online PsychiatryOnline content are controlled by the Licensee exclusively for Internet Access by Authorized Users.
- g. Abuse: If the Licensee becomes aware of unauthorized access to PsychiatryOnline through any means, it will notify APA immediately and cooperate in locating and stopping the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, APA has the right to withhold, suspend, or terminate access to any or all PsychiatryOnline content, without liability.
- h. Export Compliance: Licensee may not export or re-export, directly or indirectly, any materials or information provided by APA, including the PsychiatryOnline content, to any location or in any manner that requires an export license or other governmental approval at the time of export without first obtaining such license or approval. Licensee will comply with the export laws and regulations of the United States and any other applicable jurisdictions in providing and using PsychiatryOnline. Without limiting the foregoing (a) Licensee represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (b) Licensee will not permit Authorized Users to access or use PsychiatryOnline in violation of any U.S. export embargo, prohibition, or restriction. Licensee may not export, re-export or transfer any part of PsychiatryOnline content in violation of export laws and regulations.

6. ARCHIVE POLICY

APA acknowledges that the Licensee may participate in the LOCKSS system for archiving digitized

journal publications. To benefit from this support, the Licensee must install a LOCKSS cache at their Institution. (See <http://lockss.stanford.edu> for further information.) the Licensee may perpetually use the LOCKSS system to archive and restore PsychiatryOnline content, so long as the Licensee's use is otherwise consistent with this Agreement. APA further acknowledges and agrees that, in using the LOCKSS system, PsychiatryOnline content may be made available to other LOCKSS system participants who indicate a right to the subscribed PsychiatryOnline content.

7. TECHNICAL ACCESS

APA intends for the PsychiatryOnline web site to be available 24 hours per day, 7 days per week. APA will make reasonable efforts to notify the Licensee of any unusually extended interruptions and will attempt to restore access to sites as soon as possible.

Licensee agrees to cooperate with APA in restoring access to the Licensee. However, APA WILL NOT BE LIABLE FOR DAMAGES OR REFUNDS SHOULD THE SITE BECOME UNAVAILABLE TEMPORARILY OR IF ACCESS TO A SITE BECOMES SLOW OR INCOMPLETE REGARDLESS OF THE CAUSE - EVEN IF IT RESULTS FROM APA'S NEGLIGENCE.

8. WARRANTY

APA affirms it has obtained any and all necessary permissions to license PsychiatryOnline content, and that use of such content by Authorized Users in accordance with this Agreement shall not infringe the copyright of any third party. Although it seeks to ensure the accuracy of content posted online, APA DOES NOT WARRANT OR GUARANTEE ITS ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Neither APA nor the Licensee 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, arising out of the Authorized Use of or the inability to use the PsychiatryOnline content.

9. INDEMNITIES

a. APA shall indemnify and hold the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee for infringement of intellectual property rights held by any third party with respect to the Licensed Materials, when used as contemplated by the License. This indemnity shall survive the termination of this License for any reason. This indemnity shall not apply if the Licensee has amended or used the Licensed Materials in any way not permitted by this License.

b. Unless otherwise prohibited by state law, the Licensee agrees to indemnify, defend and hold APA harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any claim or legal action taken against APA related to or in any way connected with any use of the Licensed Materials by the Licensee or Authorized Users or any failure by the Licensee to perform its obligations in relation to this License.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF APA ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY LICENSEE HEREUNDER IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. IN NO EVENT WILL APA HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS

IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF APA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. JURISDICTION

United States copyright law shall apply to any copyright issues that may arise in connection with this Agreement. In all other respects, this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, USA, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any action or proceeding by either party relating to this Agreement shall be brought only in a state or federal court located in the District of Columbia. The Licensee hereby consents to the exclusive jurisdiction and venue of such courts.

12. NOTICES

All notices relating to this Agreement should be sent by regular mail and via email to:

American Psychiatric Association
Attention: Publishing Sales Manager
800 Maine Avenue, S.W., Suite 900,
Washington, DC 20024

Email: contracts@psych.org with a copy to: institutions@psych.org and kbielawska@psych.org

13. ENTIRE AGREEMENT AND NO WAIVER

This License Agreement constitutes the entire agreement with regard to the subject matter hereof and no representation or promise not specifically set forth herein shall be binding on the parties. No waiver of any breach or default shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

14. HEADINGS

The paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of the paragraphs.

15. TERM OF AGREEMENT AND SURVIVABILITY

These terms of use shall remain in effect as long the subscription is in effect. Paragraphs 3, 4, 5, 8, 9, and 10 shall survive any expiration or termination of this Agreement or the License subscription.

16. CERTIFICATION

Licensee certifies that all IP addresses provided to APA correspond to Authorized Users of the Institution and that proxy servers (if in use) provide access only to Authorized Users and not to institutions and/or users who are not included under the terms of this Agreement.

17. PRIVACY POLICY

The terms of the privacy policy posted at <https://psychiatryonline.org/privacypolicy> are hereby incorporated into this Agreement and accepted by the Licensee.

18. NO ASSIGNMENT

The Licensee may not assign or transfer its rights under this Agreement.

19. TERMS OF USE FOR BOOK OF THE MONTH

For PsychiatryOnline Premium subscribers, Psychiatryonline.org currently offers access in PDF format to a free book each on the <https://psychiatryonline.org/books> page. This offering is intended as a promotional tool, to give subscribers a chance to review books they might be interested in purchasing separately for continued access. As such, the "Book of the Month" is governed by the following terms of use: The Book of the Month is supplied as PDF; no other formats will be supplied. Subscribers have access to the Book of the Month for only as long as the "download" link appears on the

Psychiatryonline.org home page (usually one month). This feature may be discontinued at any time without notice or reason to subscribers. The User license does not cover storing the book in any format beyond the one-month period. Users may not copy, modify, reproduce, publish, transmit, display, broadcast, rent, lend, sell, catalog, or otherwise distribute the Book of the Month.

ACCEPTED BY:

FOR AMERICAN PSYCHIATRIC ASSOCIATION

By: _____ Date: _____

FOR THE LICENSEE: _____
[FULL NAME of LICENSEE]

By: _____ Date: _____

Print Name: _____

Position / Title: _____

Please send to:

American Psychiatric Association
Attention: Publishing Sales Manager
800 Maine Avenue, S.W., Suite 900,
Washington, DC 20024

Email: institutions@psych.org

Rev. 09/12/2023

Appendix A

Journals on PsychiatryOnline.org

American Journal of Psychiatry
American Journal of Psychotherapy
Focus (this is an add-on journal that is not part of the POL Premium subscription)
Journal of Neuropsychiatry and Clinical Neurosciences
Psychiatric News
Psychiatric Research and Clinical Practice
Psychiatric Services

Books on PsychiatryOnline.org

(Included in different packages: POL Premium, POL Core, DSM Library, Psychotherapy Library)

APA Practice Guidelines
Care of Military Service Members, Veterans, and Their Families
Clinical Manual of Geriatric Psychiatry
Dulcan's Textbook of Child and Adolescent Psychiatry, Third Edition
Gabbard's Textbook of Psychotherapeutic Treatments, Second Edition
Gabbard's Treatments of Psychiatric Disorders, Fifth Edition
Integrated Care: Working at the Interface of Primary Care and Behavioral Health
Management of Adults with Traumatic Brain Injury
Positive Psychiatry
Schatzberg's Manual of Clinical Psychopharmacology, Ninth Edition
Textbook of Traumatic Brain Injury, Third Edition
The American Psychiatric Association Publishing Textbook of Forensic Psychiatry, Third Edition
The American Psychiatric Association Publishing Textbook of Geriatric Psychiatry, Sixth Edition
The American Psychiatric Association Publishing Textbook of Neuropsychiatry and Clinical Neurosciences, Sixth Edition
The American Psychiatric Association Publishing Textbook of Psychiatry, Seventh Edition
The American Psychiatric Association Publishing Textbook of Psychosomatic Medicine and Consultation-Liaison Psychiatry, Third Edition
The American Psychiatric Association Publishing Textbook of Psychopharmacology, Fifth Edition
The American Psychiatric Association Publishing Textbook of Substance Use Disorder Treatment, Sixth Edition
The American Psychiatric Association Publishing Textbook of Suicide Risk Assessment and Management, Third Edition
DSM Library
DSM-5-TR®
DSM-5®
DSM-5® Handbook of Differential Diagnosis
DSM-5-TR® Clinical Cases
DSM-5® Handbook on the Cultural Formulation Interview
Spanish Edition of the Desk Reference (Guia de consulta de los criterios diagnósticos del DSM-5®)
For Patients
Helping Parents and Teachers Understand Medications for Behavioral and Emotional Problems
Understanding Mental Disorders: A Patient and Family Resource
What Your Patients Need to Know about Psychiatric Medications

Study Guides
Study Guide to Child and Adolescent Psychiatry
Study Guide to Consultation-Liaison Psychiatry
Study Guide to Geriatric Psychiatry
Study Guide to Psychiatry
Study Guide to Substance Abuse Treatment
Psychotherapy Library Titles
Basics of Psychotherapy: A Practical Guide to Improving Clinical Success
Boundaries and Boundary Violations in Psychoanalysis
Cognitive-Behavior Therapy for Children and Adolescents
Cognitive-Behavior Therapy for Severe Mental Illness: An Illustrated Guide
Competency in Combining Pharmacotherapy and Psychotherapy: Integrated and Split Treatment. Second Edition
High-Yield Cognitive-Behavior Therapy for Brief Sessions: An Illustrated Guide
Learning Cognitive-Behavior Therapy: An Illustrated Guide, Second Edition
Learning Solution-Focused Therapy: An Illustrated Guide
Learning Supportive Psychotherapy, Second Edition
Long-Term Psychodynamic Psychotherapy: A Basic Text, Third Edition
Mentalizing in Clinical Practice
Motivational Interviewing for Clinical Practice
Normal Child and Adolescent Development: A Psychodynamic Primer
Play Therapy
Principles and Techniques of Trauma-Centered Psychotherapy
Psychodynamic Therapy for Personality Pathology
Psychodynamic Treatment of Depression
Psychotherapy for the Treatment of Substance Abuse
Textbook of Psychoanalysis, Second Edition
The Art and Science of Brief Psychotherapies A Practitioner's Guide, Third Edition
The Psychoanalytic Model of the Mind
Transference-Focused Psychotherapy for Borderline Personality Disorder: A Clinical Guide
Treatment Planning for Psychotherapists: A Practical Guide to Better Outcomes

eBooks on PsychiatryOnline.org (eBook Collections)

Addiction Psychiatry eBook Collection
Clinical Manual for Treatment of Alcoholism and Addictions
Clinical Manual of Addiction Psychopharmacology, Second Edition
Clinical Manual of Youth Addictive Disorders
Cocaine and Methamphetamine Dependence: Advances in Treatment
Gambling Disorder: A Clinical Guide to Treatment, Second Edition
Marijuana and Mental Health
Office-Based Buprenorphine Treatment of Opioid Use Disorder, Second Edition
Pocket Guide to Addiction Assessment and Treatment
Prenatal Alcohol Exposure: A Clinician's Guide
Recognition and Prevention of Major Mental and Substance Use Disorders
Technological Addictions
The Addiction Casebook
The American Opioid Epidemic

The Behavioral Addictions
Youth Substance Abuse and Co-occurring Disorders
<i>Geriatric Psychiatry eBook Collection</i>
Behavioral and Psychological Symptoms of Dementia
Casebook of Neuropsychiatry
Clinical Manual of Alzheimer Disease and Other Dementias
Clinical Manual of Geriatric Psychopharmacology, Second Edition
Clinical Manual of Palliative Care Psychiatry
Culture, Heritage, and Diversity in Older Adult Mental Health Care
DSM-5® Pocket Guide for Elder Mental Health
Geriatric Mental Health Care: Lessons from a Pandemic
Practical Strategies in Geriatric Mental Health: Cases and Approaches
Successful Cognitive and Emotional Aging
The American Psychiatric Publishing Textbook of Alzheimer Disease and Other Dementias
The American Psychiatric Publishing Textbook of Geriatric Neuropsychiatry, Third Edition
The Dementias: Diagnosis, Treatment, and Research, Third Edition
<i>Child and Adolescent Psychiatry eBook Collection</i>
Autism and Other Neurodevelopmental Disorders
Autism Spectrum Disorders
Care of Children Exposed to the Traumatic Effects
Clinical Manual for Management of Bipolar Disorder in Children and Adolescents
Clinical Manual of Child and Adolescent Psychopharmacology, Third Edition
Clinical Manual of Youth Addictive Disorders
Concise Guide to Child and Adolescent Psychiatry, Fifth Edition
Cultural Psychiatry in Children, Adolescents, and Families
Developmental Psychopathology and Wellness: Genetic and Environmental Influences
DSM-5® Pocket Guide for Child and Adolescent Mental Health
Helping Kids in Crisis: Managing Psychiatric Emergencies in Children and Adolescents
Infant and Early Childhood Mental Health: Core Concepts and Clinical Practice
Prenatal Alcohol Exposure: A Clinician's Guide
Preventing Bullying and School Violence
Principles and Practice of Child and Adolescent Forensic Mental Health
Psychiatric Interview of Children and Adolescents
Textbook of Pediatric Psychosomatic Medicine
The Clinical Interview of the Child, Third Edition
Youth Substance Abuse and Co-occurring Disorders
<i>Single Title Subscription- Introductory Textbook of Psychiatry</i>
Introductory Textbook of Psychiatry, Seventh Edition
Study Guide to Introductory Psychiatry, Second Edition