



October 18, 2011

This Agreement is made between Psychoanalytic Electronic Publishing, Inc (PEP), and Swiss Psychoanalytical Society

1. Psychoanalytic Electronic Publishing (“PEP”) will provide all the members on the roster of the Swiss Psychoanalytical Society (The “ORGANIZATION”) as defined in appendix 1 individual access to the PEP Archive located at <http://www.pep-web.org>. The PEPWEB Archive is a growing and constantly updated collection of books, journals and other materials – journal material is available in the Archive behind a moving wall of approximately 3 years as described at <http://p-e-p.org>
2. The ORGANIZATION will provide PEP with an Excel Spreadsheet of its entire membership including up-to-date email addresses, in the form agreed by PEP. The ORGANIZATION is responsible for its accuracy – especially the accuracy of email addresses.
3. Once the order is confirmed PEP will email every member to those email addresses providing them with an individual userid and password for PEP’s database (PaDs).
4. PEP will invoice the ORGANIZATION and payment will be within 30 days.
5. As this is an annual group order PEP does not allow new individuals who join the Organization also to join the PEP subscription one by one. But the ORGANIZATION may agree with PEP to two or three dates during the year when names can be added provided it is understood that new subscriptions will all end at the same time as the main group.
6. Subscriptions are valid for exactly 12 months from the order confirmation date and must be renewed before the 12 month period ends. PEP will advise an organization of its renewal date at the time of the initial order and will send an advisory notice warning of the need to renew approximately eight weeks ahead. At this time the organization will receive an up-to-date spreadsheet listing the names, addresses, email addresses, and userids of each member in the past subscription period. As this subscription is based on a roster, the great majority of members will be the same. Therefore, the ORGANIZATION needs only to delete those members who have left the organization, change the status of any candidates who are now members, and add any new members or candidates at the bottom of the sheet. The spreadsheet must then be returned to PEP at least two weeks prior to the renewal date.
7. The renewal order will be confirmed and an email sent to each member. PEP will provide userids for all members (which will ALWAYS STAY THE

- SAME) but passwords will only be sent to new members. The new subscription will take effect on the last day of the old subscription.
8. There are no refunds for cancellations during the year.
 9. The fee for each member is \$60 per annum. If at a later date, the candidates on the roster are included the fee will be \$30 per annum. Free access will be arranged for any Internet enabled computers in the ORGANIZATION'S Library or Offices.
 10. In the event of a late renewal members will not be able to access the PEP ARCHIVE until the renewal is confirmed. Late renewals will carry an additional charge of \$20 per ORGANIZATION member to be levied at PEP's discretion.
 11. In the event that the ORGANIZATION exercises its right not to renew there will be no further obligations on PEP.
 12. ORGANIZATION members will not be eligible for individual support from PEP Customer service. A nominated member (or members per 100 in the group) will be able to ask for help.
 13. It is a condition of logging on that ORGANIZATION members will abide by PEP's Conditions of Use (appended here in Attachment 1 below).
 14. PEP WEB subscriptions are used for personal study and research or for teaching and education for the ORGANIZATION. A subscription through the ORGANIZATION must not be used for work connected with a third party - e.g., a university or institute which is not the ORGANIZATION. Breach of the conditions will invalidate an individual's subscription with no compensation. The ORGANIZATION will use its best endeavours to make this clear to its members. While the ORGANIZATION cannot be held accountable for the actions of a member, it will undertake in good faith to prevent and correct any such abuse by its members. Should it come to PEP's attention that such abuse is taking place, it will notify the ORGANIZATION, who will warn the member abusing the system and seek immediate correction. PEP reserves the right to terminate the member's subscription and to seek compensation **from the member** on its own behalf or that of the underlying copyright holders should it judge there to be a flagrant violation of the Conditions of Use.
 15. Under no conditions will PEP refund any of the ORGANIZATION'S members for any other past or future purchases from PEP.

Please sign below and date the document as to when the agreement will commence.

I agree to the terms and conditions set forth in this Agreement including Appendix 2, Conditions of Use.

Signature _____ Date _____
Print Name and Position _____
Email: _____
Telephone: _____
for ORGANIZATION

Signature _____ Date _____
Stephanie Short
for PEP, Inc

Appendix 1 Meaning of Roster

- The ROSTER of the ORGANIZATION is defined as all dues paying members which include Associate Members, Full Members and Training Analyst Members.
- The following are excluded: Honorary Members who pay no fees to the Swiss Society or to the IPA (and who are old, retired, and basically inactive); Candidates
- The ORGANIZATION will, on request, supply or give access to this roster to PEP for verification within 15 days.

If any members included on the ROSTER have a currently valid roster-based subscription through another organization, or if they have a Division 39 subscription, they are excused from further subscription, unless the exempt member drops their other subscription. Their names must be included on the list (with a note as to which ORGANIZATION they are subscribed through).

Appendix 2 Conditions of Use

CONDITIONS OF USE

Specific Conditions and additional points of detail:

1. The content on PEPWEB will be latest PEP Archive.
2. The terms and conditions and the way access is organised through PEP require the ORGANIZATION to designate someone to handle any initial difficulties members may have.
3. There will be further enhancements to PEPWEB from time to time. Methods exist to allow student reading lists to be linked to PEP.
4. **PEP will not issue refunds to any ORGANIZATION members who purchase or have purchased the CD version or any other access to the PEP Archive at any time.** It is important to make this clear.

General Conditions agreed by each User

- a. **Access is for ORGANIZATION members on the ROSTER set out in APPENDIX 1. These roster members are only authorized users, while their subscription is valid.** No authorized user may assist anyone other than another authorized user to access PEPWEB and is expressly prohibited from doing so in any way whatsoever. Usage is monitored. Any breach of this condition will result in immediate removal of access rights without compensation and in the imposition of a liability, to indemnify PEP for any lost subscription fees.
- b. **Access is for personal use or for use in connection with teaching in the Institute or group organizing the subscription.** NO authorized user may print out or use PEPWEB in connection with work for a university, hospital or other institution.
- c. **PEPWEB** subscriptions usually contain an initial (year 1) and a subsequent (year 2) element. PEP intends that subsequent subscriber rates, for those renewing annually, will be held constant in real terms.
- d. **Each authorized user** will be assigned a web userid and password on the Psychoanalystdatabase.com (PaDS). Access to PEPWEB will be via each individual userid and password through PaDS:
<https://www.psychanalystdatabase.com/pages/pg100home.asp>. Details of how to access are described at: http://www.p-e-p.org/pepweb_login_manual.htm
- e. **Authorized Users** are not entitled to direct support from PEP Customer Support. This will be provided via a nominated member of the ORGANIZATION who will be

able to refer to PEP CS if necessary. PEPWEB and the PaDS database require a user to have Internet access, to use the current version of a Netscape or Internet Explorer Browser and to enable firewalls in such a way authentication codes work. In a few cases this may require adjustments to a user's computer set up. There are no limits on use but users should log out when finished as not to do so may affect the performance of the system.

- f. **Availability.** PEP has contracted with Global Village Publishing, Inc for its archive to be available from a link 24 hours a day 7 days a week in all reasonable circumstances.
- g. **Copyright.** The PEP WEB archive is owned by PEP or its suppliers and is protected by United States copyright laws and international treaty provisions:
 - i. All copyright (electronic and other) of the text, images, and photographs of the publications appearing on the ARCHIVE is retained by the original publishers of the Journals or Books. Saving the exceptions noted below, no portion of any of the text, images or photographs may be reproduced or stored in any form without prior permission of the Copyright owners.
 - ii. Authorized Uses. Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials.
 - iii. During the term of any subscription the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:
 - iv. Display. Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.
 - v. Digitally Copy. Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials.
 - vi. Print Copy. Licensee and Authorized Users may print (one copy per user) reasonable portions of the Licensed Materials.
 - vii. Recover Copying Costs. Licensee may charge a fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.
 - viii. Electronic Reserve. Licensee and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by Licensee and/or its parent institution.
 - ix. Databases. If the Licensed Materials are a database, compilation, or collection of information, Authorized Users shall be permitted to extract or use information contained in the database for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
 - x. Electronic Links. Licensee may provide electronic links to the Licensed Materials from Licensee's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.
 - xi. Caching. Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
 - xii. Indices. Licensee may use the Licensed Materials in connection with the preparation of or access to integrated indices to the Licensed Materials, including author, article, abstract and keyword indices.
 - xiii. Scholarly Sharing. Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In

addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

- h. In the event of termination of subscription any material downloaded, printed or otherwise stored as permitted in the preceding section should not continue to be available and as far as practicable must be destroyed.
- i. Commercial reproduction. No purchaser or user shall use any portion of the contents of PEP WEB in any form of commercial exploitation, including, but not limited to, commercial print or broadcast media, and no purchaser or user shall reproduce it as its own any material contained herein.
- j. LIMITATION OF LIABILITY. The publishers of the publications appearing on the PEP Archive and PEP disclaim any liability to any party for the accuracy, completeness or availability of any of the material herein, or for any damages arising out of the use or non-use of said material or any information contained therein.
- k. Copyright Warranty. Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.