

GROUP CATALOG

DESCRIPTION

Group Catalog is a subset of WorldCat that provides access to bibliographic, holdings and other information for the collections of the libraries and/or information agencies specified by the Group as such information is set in WorldCat.

DEFINITIONS

- A. **“Authorized User”** means End-Users of a Group Member library accessing WorldCat Discovery while in the library or by remote access, provided that access for certain WorldCat Discovery functionality requires the Authorized User to be authenticated using a current, authorized library card or other library-controlled or third party-controlled authorization before accessing such WorldCat Discovery functionality.
- B. **“Discovery Terms”** means the WorldCat Discovery Services Schedule and the OCLC Master Services Agreement (“MSA”).
- C. **“End-User”** means: (i) an employee of Group Member; and (ii) an end-user to whom Group Member makes its library services available, including on the open Web.
- D. **“Group”** means the consortium of libraries and/or information agencies (i.e., historical societies, archives, museums or similar organizations) who are identified on the Order Form and who have agreed to the MSA.
- E. **“Group Catalog”** means a subset of WorldCat that provides access to bibliographic, holdings and other information for the collections of the libraries and/or information agencies specified by the Group as such information is set in WorldCat.
- F. **“Group Member”** means any library listed on the Order Form and bound by this Schedule, the MSA and Discovery Terms.
- G. **“Guest User”** means any member of the public.
- H. **“WorldCat Discovery”** means the OCLC WorldCat Discovery service as made available by OCLC.
- I. **“WorldCat.org”** means the service through which records of library-owned materials in WorldCat are made available by OCLC through one or more designated websites (currently located at www.worldcat.org).
- J. **“WorldCat.org Terms”** means the then-current OCLC WorldCat.org Services Terms and Conditions made available via a link on the WorldCat.org interface.

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Service Agreement.

ADDITIONAL TERMS AND CONDITIONS

- 1) In order to receive the Group Catalog, each Group Member must be a subscriber to WorldCat for unlimited access through WorldCat Discovery subject to the Discovery Terms. Except to the extent otherwise indicated in this Section 1, access to and use of the Group Catalog shall be governed by: (i) this Schedule and the Discovery Terms; and (ii) the WorldCat.org Terms when the Group Catalog is accessed through WorldCat.org.
- 2) Upon acceptance of the Group’s order for the Group Catalog and receipt by OCLC of all information reasonably requested from the Group, OCLC will create the Group Catalog by a mutually agreed upon completion date.
- 3) Access to other WorldCat Discovery databases (besides the Group Catalog) is permitted only by Authorized Users.
- 4) In connection with the creation of the Group Catalog, OCLC will use commercially reasonable efforts to work with the Group to configure the Group Catalog in such a manner as to maximize the Group Catalog’s interoperability with the local systems of Group Members and any other digital content services licensed by Group Members. These configuration services may include: (i) creating profile groups used for searching the Group; (ii) branding of the interface to the Group Catalog; and/or (iii) setting up custom groups in WorldCat Discovery and the OCLC Interlibrary Loan service. The Group recognizes that due to variances between the various local systems of the Group Members and the other digital content services licensed by Group Members, the configuration services described herein may not result in the highest level of interoperability desired by the Group. As stated above, OCLC’s obligation with respect to configuration services is to exert its commercially reasonable efforts to achieve the results desired by the Group.
- 5) To facilitate the above-referenced configuration services, the Group Members agree to cooperate with OCLC to a reasonable degree, including, but not limited to, providing relevant system documentation and other information as reasonably requested by OCLC. OCLC agrees to use commercially reasonable efforts, and the Group Members agree to take necessary precautionary steps, to ensure the integrity of the Group Members’ systems.
- 6) OCLC will provide Group Administrator with a schedule setting forth dates on which the Group Catalog may be updated to reflect changes in Group membership and Group level settings (i.e., interface branding and custom groups). OCLC will work with Group Administrator to determine the dates from such schedule on which such updates will be made.
- 7) Information to be included in the Group Catalog which is not contained in WorldCat at the time of the Group’s order may be submitted by Group Members for inclusion in WorldCat via batchloading. (Group Members who have not used OCLC for cataloging previously must be profiled by OCLC prior to batchloading.) The following terms shall apply to the batchloading described in this Section:
 - a. OCLC shall load and process source data in conformance with specifications and other directions agreed upon in writing by both parties. Data files submitted for batchload shall be technically acceptable input products, with the stored records in a format acceptable to OCLC, and shall otherwise conform with any policies promulgated by

OCLC from time to time for general application to OCLC users. All data submitted to OCLC for batchloading must conform to the specifications agreed to by OCLC and the Group. If such specifications are not met, OCLC may choose not to accept the data for processing. Local information in source data will be accepted by OCLC as provided. There will not be any validation at the local level before or during processing. Source files sent to OCLC for processing will not be returned. Data will be processed according to OCLC-defined schedules. Once applicable specifications have been met, OCLC will not retain or return source files.

- b. Group Member hereby grants to OCLC, other OCLC participants, non-participant users and OCLC designees an irrevocable, nonexclusive, royalty-free, sublicenseable, worldwide right to copy, display, publish, prepare derivative works from, distribute and use all bibliographic, holdings and other information supplied to OCLC by such Group Member or other entity acting on its behalf.
 - c. Group Member warrants that it possesses all rights necessary to submit such information for inclusion in WorldCat via batchloading and to grant the license above with respect thereto, and that doing so will not infringe the copyright or other proprietary rights of any third party.
 - d. OCLC may share with the Group reports and access to Measurement Services obtained by OCLC from Adobe® SiteCatalyst pursuant to the following guidelines. All Adobe® SiteCatalyst reports, data, and services provided to the Group from OCLC shall be considered confidential ("Confidential Information"). Confidential Information also includes all copies, summaries and extracts of any Confidential Information.
- 8) Confidential Information, as defined in this Schedule, shall not include information that (i) is or becomes a part of the public domain through no act or omission of the Group; (ii) was rightfully in the Group's possession prior to the disclosure and had not been obtained by the Group either directly or indirectly from OCLC; (iii) is rightfully disclosed to the Group by a third party without restriction on disclosure; or (iv) is independently developed by Group without use of or reference to the Confidential Information.
- a. Group agrees to use all reasonable care to prevent the disclosure of the Confidential Information to any third party. This Section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that should Group be subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information it shall first have given sufficient and prompt written notice to OCLC of the receipt of any subpoena or other request for such disclosure; and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the Group, nothing in this Section shall limit or restrict the ability of the Group to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information.
 - b. OCLC reserves the right to cease providing Confidential Information to Group at any time, and for any reason in OCLC's sole discretion.

WorldShare Interlibrary Loan Services

1. WorldShare Interlibrary Loan (WSILL) is a resource sharing network to lend and borrow resources which allows users to quickly obtain global library content located in Second Party's collections and the collections of other ILL libraries around the world. WorldShare Interlibrary Loan simplifies tasks such as sharing of e-resources, automating request and entry processes, managing ILL fees, analyzing borrowing and lending patterns, and delivering documents easily and securely through Article Exchange.
2. OCLC will provide WSILL, in accordance with these terms and as described in the respective Product Description active on the Effective Date, located at <https://www.oclc.org/en/services.html>. Second Party shall provide OCLC with the assistance and information OCLC reasonably needs to perform the Services properly or where OCLC otherwise reasonably requests. OCLC shall not be liable for any failure to perform its obligations arising from Second Party's failure to provide such assistance or information.
3. Second Party Data
 - a. Ownership. Second Party, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Second Party Data, except for rights granted to OCLC and its affiliates under this Agreement. Second Party is solely responsible for the accuracy, completeness, and legality of Second Party Data. Second Party is responsible for obtaining all permission and other rights necessary to provide Second Party Data to OCLC. Second Party will not provide OCLC with Second Party Data that Second Party does not have the right to provide for use in connection with the Products or Services.
 - b. License Rights. Second Party grants OCLC a global, non-exclusive, royalty-free, transferable and sub-licensable right to use the Internal Data to the extent necessary for the provision of the Products and Services. Second Party grants OCLC, OCLC participants, non-participant users, and OCLC designees a global, perpetual, non-exclusive, royalty-free, transferable, and sub-licensable right to host, reproduce, transmit, store, publish, distribute, modify, create derivative works from, and otherwise use Shared Data. Second Party Data shall be supplied to OCLC in a format compatible for use with the Products and Services.