

# GROUP CATALOG

## 1. Additional Definitions

A. "**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.

B. "**FirstSearch**" means the OCLC FirstSearch service as made available by OCLC.

C. "FirstSearch Terms" means The FirstSearch/Electronic Collections Online Service Terms included in these Terms as Attachment B and the General Terms and Conditions of this Agreement.

D. "**Authorized User**" means (as applicable): (i) an authorized user as defined in the FirstSearch Terms; or (ii) an individual authorized to use WorldCat.org by the WorldCat.org Terms.

E. "**Guest User**" means any member of the public.

F. "**WorldCat**" means the electronic database of bibliographic records and other information in MARC format maintained by OCLC.

G. "**WorldCat.org**" means the service through which records of library-owned materials in WorldCat are made available by OCLC through one or more designated web sites (currently located at www.worldcat.org).

H. "**WorldCat.org Terms**" means the then-current OCLC WorldCat.org Services Terms and Conditions made available via a link on the WorldCat.org interface.

## 2. OCLC Group Catalog Terms

A. In order to receive the Group Catalog, each Group Member must be a subscriber to WorldCat for unlimited access through FirstSearch (either individually or as part of the OCLC FirstSearch Base Package), subject to the FirstSearch Terms. Except to the extent otherwise indicated in this Section 2, access to and use of the Group Catalog shall be governed by: (i) the FirstSearch Terms when the Group Catalog is accessed through FirstSearch; and (ii) the WorldCat.org Terms when the Group Catalog is accessed through WorldCat.org.

B. 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.

C. When the Group Catalog is accessed through FirstSearch, the Group Catalog will be considered one of the FirstSearch databases licensed to the Group under the FirstSearch Terms. However, unlike the other FirstSearch databases licensed under the FirstSearch Terms, the Group may permit access to the Group Catalog by Guest Users. [Note that access to other FirstSearch databases (besides the Group Catalog) is permitted only by Authorized Users.]

D. Authorized Users accessing the Group Catalog will be able to view the complete Group Catalog [i.e., the bibliographic, holdings and other information for the collections of the Group Members as well as such information for the other libraries and

information agencies that the Group has decided to include in the Group Catalog (if any)]. Authorized Users will also have access to additional functionality within the Group Catalog that they are permitted to access under the FirstSearch Terms or the WorldCat.org Terms (whichever applies). (The Group Catalog will display to Guest Users accessing the Group Catalog through FirstSearch only the bibliographic, holdings and other information for the collections of the Group Members.)

E. OCLC will provide Group Central Member 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 Central Member to determine the dates from such schedule on which such updates will be made.

F. 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 2.H:

- OCLC shall load and process source data in conformance with specifications and other directions agreed upon in writing by both parties. Magnetic tapes 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.

- Group Member hereby grants to OCLC, other OCLC participants, non-participant users and OCLC designees an irrevocable, nonexclusive, royalty-free, sublicenseable, world-wide 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.

- 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.

G. OCLC may share with the Group reports and access to Measurement Services obtained by OCLC from Omniture® pursuant to the following guidelines. All Omniture® 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

Confidential Information, as defined in this Section 2.G, 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.

Group agrees to use all reasonable care to prevent the disclosure of the Confidential Information to any third party. This Section 2.G 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, how-

ever, 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 2.G 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.

OCLC reserves the right to cease providing Confidential Information to Group at any time, and for any reason in OCLC's sole discretion.

# WorldCat Resource Sharing Subscription Pricing Terms

The terms and conditions set forth herein (these "Terms") describe the respective responsibilities and duties of OCLC Online Computer Library Center, Inc. ("OCLC"), the OCLC-affiliated Regional Service Provider ("RSP") identified on the front of this order form ("Order Form"), if any, and the institution identified on the front of this Order Form ("Subscriber") with respect to Subscriber's order ("Order") of WorldCat Resource Sharing Subscription Pricing (as defined below).

## 1. Resource Sharing Subscription Pricing

"Resource Sharing Subscription Pricing" means pricing made generally available to all OCLC Governing Members and Members (as those terms are defined and described in OCLC's Code of Regulations) that permits each such Governing Member and Member to obtain unlimited access to OCLC's Resource Sharing system (and various products and services made available by OCLC via such system and ordered by Subscriber) on an annual basis in exchange for the payment of an annual subscription fee. For purposes of these Terms, the subscription pricing method shall be referred to as "Resource Sharing Subscription Pricing" and the applicable annual subscription fee shall be referred to as the "Subscription Price."

Subscriber's Subscription Price for the Initial Term (as defined below) will be determined by OCLC and RSP, and will be based on Subscriber's specific WorldCat Resource Sharing usage history or, for new WorldCat Resource Sharing users, on OCLC's applicable price list. The Subscription Price is subject to increase by OCLC and RSP for each subsequent renewal term following the Initial Term. The Subscription Price is intended to be representative of Subscriber's full resource sharing activity. Accordingly, in addition to OCLC's right to increase the Subscription Price as stated above, OCLC may review and adjust the Subscription Price at any time (i.e. during the Initial Term or any Renewal Term) if:

- OCLC calculated Subscriber's Subscription Price based on Subscriber's use of the WorldCat Resource Sharing system as Subscriber's secondary source for resource sharing and Subscriber changes its resource sharing activity such that OCLC becomes Subscriber's primary source for resource sharing. (OCLC shall be considered Subscriber's "secondary resource" for resource sharing if Subscriber uses WorldCat Resource Sharing system for less than 50 percent of its total resource sharing activity. OCLC shall be considered Subscriber's "primary source" for resource sharing if Subscriber uses the WorldCat Resource Sharing system for 50 percent or more of its total resource sharing activity.); or
- OCLC calculated Subscriber's Subscription Price based on Subscriber's own usage of the WorldCat Resource Sharing system and Subscriber uses the WorldCat Resource Sharing system to perform resource sharing activities on behalf of other institutions. Subscriber shall promptly notify OCLC of such additional usage.
- For SHARES participants, OCLC reserves the right to review resource sharing usage on an annual basis to determine any non-SHARES activity that may be subject to a price increase.

The Subscription Price will apply only to activity under specified applicable OCLC product codes, as established by OCLC. Additional restrictions as may be established by OCLC and RSP from time-to-time may also apply. During the Initial Term and any renewals thereof, Subscriber will be billed as provided in Section 2.B.iii. below.

## 2. Terms for Resource Sharing Subscription Pricing

A. **General.** Except as otherwise provided and set forth in these Terms, Subscriber's access to and use of OCLC's Resource Sharing system, products and services on a Resource Sharing

Subscription Pricing basis shall be governed by and subject to the terms, conditions, and restrictions set forth in Subscriber's agreement(s) with OCLC and/or Subscriber's RSP for the use of such system, products and services (hereinafter collectively referred to as the "Agreement").

B. **Specific Additional Terms.** In addition to the terms set forth in the Agreement, the following additional terms, conditions, and restrictions shall apply to Subscriber's Resource Sharing Subscription Pricing; in the event of a conflict between these additional terms, conditions, and restrictions and the Agreement with regard to Resource Sharing Subscription Pricing, the following terms, conditions and restrictions shall take precedence:

### i. Term

The initial Resource Sharing Subscription Pricing term (the "Initial Term") shall commence on the date OCLC accepts Subscriber's order for the Service (or such other date indicated by OCLC in writing). Unless terminated in accordance with these terms, this Initial Term shall renew annually and Subscriber shall be invoiced accordingly (No less than 60 days prior to the end of each annual subscription period, OCLC will notify Subscriber by electronic mail message or regular mail that its subscription to the Service will renew at the end of the then-current annual subscription period and of the fees that will apply). In addition to the termination rights granted elsewhere in these Terms, this Service may be terminated by Subscriber or OCLC effective at the end of the initial annual subscription period or any renewed annual subscription period upon OCLC or Subscriber providing the other with at least 30 days prior written notice of its desire that the Agreement not renew.

### ii. Termination of Order

Resource Sharing Subscription Pricing may be terminated by Subscriber upon 30 days prior written notice to OCLC.

### iii. Payment

Subscriber agrees to pay the RSP (or OCLC directly, if Subscriber does not have a RSP) the applicable Subscription Price for use of the WorldCat Resource Sharing system, and related products and services ordered by Subscriber. The payment will be invoiced, and payment thereof due, as per the Agreement. Access to and use of products and services other than those specified in the attached order form (or any attachments thereto) will be subject to the price and payment terms and conditions set forth in the Agreement (or such other agreements as the parties may enter into from time to time for such products and services). Taxes applicable to the transactions contemplated by these Terms, if any, shall be the responsibility of Subscriber.