SINGLE SOURCE AWARD **BID # SS-0305-20**

SUBJECT: ACCESS TO OCLC DATABASE FOR CATALOGING, INTER-LIBRARY LENDING & SERVICES

DEPARTMENT: LIBRARY

DESCRIPTION OF PURCHASE: Recommend approval to ratify the period of service from October 1, 2019 to date contract execution.

Recommend approval of single source award to Online Computer Library Center, Inc. (OCLC) for access to the OCLC database for cataloging, inter-library lending and reference services. Period of service is from date of contract execution through September 30, 2020 in the not to exceed amount of $150,016.00.

FUNDING SOURCE: PLJX011MBBS-04662 – To be executed by formal contract through the Office of General Counsel

SINGLE SOURCE AWARD TO: Online Computer Library Center, Inc.

PRICE JUSTIFICATION: See Attached

TOTAL AWARD: $150,016.00 **Requisition #:**

ATTACHMENTS: Recommendation Memo, Single Source Form, Vendor Quote and Previous Awards

CERTIFICATION AS TO SINGLE SOURCE: Chuck McNeil, Assistant Director, Finance and Administration Services, Jacksonville Public Library

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

SS-0305-20

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Jacksonville Public Library

FUNDING SOURCE: PLJX011 MBBS 04662

BRIEF DESCRIPTION OF GOODS/SERVICES:
OCLC Cataloging and ILL Services, FirstSearch/Discovery, CONTENTdm services, and WebDewey subscription

AMOUNT OF PROJECT (attach quote): $150,016 00

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):
OCLC shares information about the library and copy holdings of most libraries in the country
Participation requires the input of Jacksonville Public Library's title and copy information into this database
A quote is attached with detailed pricing information.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:
OCLC is the sole provider of access to the OCLC database in the Southeast region of the United States
The OCLC database contains more than 336 million bibliographic records with holdings information for libraries of all types throughout the world. It is totally unique and there is no other organization like it in existence

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Library staff have investigated the existence of other vendors that provide access to the OCLC database to libraries in the United States. To our knowledge no other source exists.

Submitted by: Mary Johnson — Librarian III
(Name) (Title)

Date: 8/27/2019

Requesting Agency's Director's Signature: for Chuck [illegible]
Asst. Director, Finance & Admin, SVS.

Procurement Division [illegible]

March, 2017

October 29, 2018

Mary Johnson
Librarian III
Jacksonville Public Library
3435 University Blvd N
Jacksonville, FL 32277

Institution Symbol: JPL

FY19 OCLC Subscription Price Summary

	FY19 Subscription Term	FY19 Annual Price *	FY20 Subscription Term	FY20 Estimated Annual Price **
Cataloging and Metadata Subscription	7/1/18 - 6/30/19	$106,510.02	7/1/19 - 6/30/20	$111,835.52
OCLC Worldshare ILL Subscription	7/1/18 - 6/30/19	$13,033.71	7/1/19 - 6/30/20	$13,685.40
CONTENTdm Base Fee - Band E	5/1/19 - 4/30/20	$8,693.36	5/1/20 - 4/30/21	$9,128.03
CONTENTdm Collection Storage add-on up to 100 GBS	5/1/19 - 4/30/20	$1,330.25	5/1/20 - 4/30/21	$1,396.76
WebDewey 2-9 Users Renewal	4/1/19 - 3/31/20	$718.90	4/1/20 - 3/31/21	$754.85
ILLiad Annual License 1,500 - 5,000 Renewal	8/1/18 - 7/31/19	$4,699.79	8/1/19 - 7/31/20	$4,934.78
ILLiad-OCLC Hosted Server 1 (0-5K) Renewal	8/1/18 - 7/31/19	$4,560.41	8/1/19 - 7/31/20	$4,788.43
	Total	$139,546.44		$146,523.77

Notes:

All members that are billed directly by OCLC are eligible to participate in the OCLC's Subscription Payment Program, which provides libraries the opportunity to earn 2.00% APR by sending in an advance payment to be applied to monthly invoices for OCLC products and services. Participating libraries earn 2.00% APR effective July 1, 2018 through December 31, 2018, based on the average daily balance of funds in the account over a one-month period. OCLC will maintain its current policy of reviewing the Subscription Payment Program credit rates every six months. However, if warranted by interest rate volatility, the adjustment cycle may be shortened to quarterly. Notification of these changes will be made in accordance with contract terms.

** OCLC's 2019 fiscal year is July 1, 2018 through June 30, 2019. Subsequent fiscal years beginning in FY20 are subject to an annual increase*

*** For Planning Purposes, a 5% estimated price increase has been applied for the FY20 Annual Price and may be subject to change.*

OCLC ILL Fee Management (IFM) Program: This program lets you reconcile lending and borrowing payments with other libraries through your monthly OCLC invoice. These charges are not included in the subscription noted above and will be in addition to the total reflected. OCLC is investing in the future development of IFM. Based on member feedback, planned enhancements include offering IFM for use beyond ILL for other purchases. In order to fund this expansion, a modest $0.25 (FY19 amount) transaction fee will be added to each borrowing request filled through IFM. Price increases may apply.

For questions, contact your OCLC Library Services Specialist Carol Schlatter at 1-800-898-6252, ext 3802 or email schlattc@oclc.org.

April 30, 2019

Mary Johnson
Librarian III
Jacksonville Public Library (JPL)
3435 University Blvd N
Jacksonville, FL 32277

RE: OCLC FirstSearch/WorldCat Discovery Quote Options based on Population Served/FTE of 905,574

As you know, the State Library of Florida will no longer fund your library's FirstSearch/WorldCat Discovery subscription after 9/30/19. We've heard from many Florida librarians about the value they find in this proven and highly trusted resource, so we partnered with the Division of Library and Information Services to offer reduced pricing as part of an ongoing FirstSearch/WorldCat Discovery Multiple Library Discount subscription.

A FirstSearch/WorldCat Discovery subscription will provide Jacksonville Public Library:

- A comprehensive view of your library collections, what is held by libraries nearby and across the globe
- The ability to construct simple or complex searches and quickly get what you need
- Links to a customized interlibrary loan request form directly from search results
- Direct link resolution to full-text resources for your library's e-content subscriptions
- Visibility on WorldCat.org and from popular websites where people typically start their search

Below are two FirstSearch/WorldCat Discovery Services subscription options: (1) one-year periods based on a multi-library calculation, or (2) a two-year option.

<u>One-year Discount</u>

Jacksonville Public Library may receive a discount price via the FirstSearch/WorldCat Discovery Services Multiple Library Discount Program (the "MLD Program") off list price (FY20 $21,130) by completing the online order form (https://www.oclc.org/content/forms/worldwide/en/fswcdp-order.html) that agrees to the Master Services Agreement, if one is not in place, and the Schedule by September 1, 2019 when the discount level will be determined.

The initial discount will apply from **October 1, 2019 to June 30, 2020.** Subsequent renewal period is July 1 – June 30.

Multiple Library Discount Levels	Total Year 1 Discount
5-10 Contracts Signed	15% Discount
11-20 Contracts Signed	20% Discount
21-40 Contracts Signed	25% Discount
41+ Contracts Signed	30% Discount

Two-Year Discount

Division of Library and Information Services Two-Year Pricing Structure

Jacksonville Public Library may receive significantly discounted pricing for FirstSearch/WorldCat Discovery as listed below if committing to a two-year period. To be eligible for the two-year discounted pricing, Jacksonville Public Library must commit to a two-year term and complete the online order form (https://www.oclc.org/content/forms/worldwide/en/fswcdp-order.html) agreeing to the Master Services Agreement if one is not in place, and the Schedule, by September 1, 2019.

The initial discount will apply from October 1, 2019 to June 30, 2021. Subsequent renewal periods are July – June.

Product	List Price FY20	FY20 75% off List Price*	FY21 50% off List Price**	FY22 Incentive
OCLC FirstSearch/WorldCat Discovery	$21,130	$3,962	$11,093	Based on MLD Level

* Amount shown is prorated for 9 months (October 1, 2019 – June 30, 2020).
** Amount shown is for 12 months (July 1, 2020 – June 30, 2021) and reflects a 5% increase over FY20 pricing.

OCLC looks forward to continuing our partnership with Jacksonville Public Library. If you have questions or need additional information, please contact Suzanne Butte at buttes@oclc.org, 800-848-5878, ext. 5130.

Sincerely,

Bruce Crocco, Vice President
OCLC, Online Computer Library Center

Agreed to and accepted this ____ day of _____, 2019

Jacksonville Public Library

_____

OCLC

Via e-mail: MaryJohn@coj.net

2019 August 28

Mary Johnson, Librarian III
Jacksonville Public Library (JPL)
Cataloging and Digitization Services
3435 University Blvd. N.
Jacksonville, Florida 32277-2464

RE: Sole Source Request

Dear Ms. Johnson,

Thank you for your recent inquiry concerning the availability of the following OCLC, Inc. ("OCLC") services: WorldShare Metadata OCLC Cataloging. WorldShare ILL and ILLiad, WorldCat Discovery Service, CONTENTdm and WebDewy (collectively the "OCLC Services").

OCLC is the only source from which the Jacksonville Public Library may obtain these OCLC Services.

OCLC looks forward to being of continued service to the Jacksonville Public Library.

Please let me know if you need any additional information.

Sincerely,

OCLC, INC.

By: Bruce A Crocco
Bruce A. Crocco, Vice President

JACKSONVILLE
PUBLIC LIBRARY

Tim Rogers
Director

August 27, 2019

Support Services Cataloging Department requests $150,016.00 for our annual subscription to OCLC Cataloging and Interlibrary Loan Services, FirstSearch/Discovery Services, CONTENTdm Services, and the WebDewey Classification subscription. The OCLC services requested provide the cataloging and interlibrary loan programs and database, and the classification scheme database which enable the library to provide bibliographic description and classification for the materials held at the library, and to participate in interlibrary loan program. It also provides the collection management system which enables online access to the libraries digital collections.

The OCLC database contains over 336 million records with 2.2 billion cataloged items, and is the world's largest bibliographic database covering 72,000 libraries of all types throughout the world. It is totally unique and there is no other organization like it in existence. OCLC makes the information about the library and copy holdings of its member libraries available globally through its online database.

Mary Johnson
Librarian III
Cataloging and Digitization Services
Jacksonville Public Library
3435 University Blvd N.
Jacksonville, FL 32277-2464
(904) 630-1339
maryjohn@coj.net

OCLC

SUBSCRIPTION PAYMENT PROGRAM
Prepayment Registration Form

Current Date: 8/27/2019 Purchase Order Number:

INSTITUTION NAME: Jacksonville Public Library

ACCOUNT NUMBER: 01OCLC000109142000

Please specify the account number to which you would like the prepayment applied.

INSTITUTION SYMBOL: JPL

AMOUNT OF PAYMENT $ 150,016.00

SPECIAL INSTRUCTIONS:

Submit Payment with a copy of this form to:

OCLC, INC.
PO Box 714746
Cincinnati, OH 45271-4746

Overnight Deliveries only (i.e. FedEx)

OCLC, Inc.
KeyBank
Attn: Lockbox Services
895 Central Avenue, Suite 600
Cincinnati, OH 45202

ACH only

Bank Account: OCLC, Inc.
Bank Name: KeyBank
ABA Routing #: 021052053
Account Number: 61654527

Registration form is required for participation, please return completed form with payment or email to acctsrec@oclc.org. Payment will be received as open credit. At the time of receipt, any open invoices will be deducted from the payment. Invoices generated on a monthly basis will be deducted from the credit balance. For accounts in open credit, a statement of all open items will be provided monthly which will display the remaining balance in the account for the current period.

The subscription credit will be applied monthly and calculated on an average daily balance based on the rate in effect at the time.

OCLC FEIN NO. 31-0734115

JPLFinance

From: Johnson, Mary
Sent: Wednesday, August 28, 2019 4:35 PM
To: McNeil, Chuck; Mitchell, Gretchen; James Crowley, Wanda; JPLFinance
Cc: Adkins, Charlene
Subject: FW: OCLC Subscription renewal request for FY20
Attachments: OCLC Subscription renewal request for FY20.pdf

Hi Chuck,

I am sending this request now for documentation related to the administrative award request for OCLC, Inc. that I sent yesterday. Gretchen still needs to sign it though.

Please let me know if you need anything else.

Thank you,

Mary Johnson
Librarian III
Jacksonville Public Library
Cataloging and Digitization Services
3435 University Blvd N.
Jacksonville, FL 32277-2464
J (904) 630-1339
(maryjohn@coj.net

Please note that under Florida's very broad public records law, e-mail communications to and from city officials are subject to public disclosure.

-----Original Message-----
From: P0733@coj.net <P0733@coj.net>
Sent: Wednesday, August 28, 2019 4:28 PM
To: Johnson, Mary <MaryJohn@coj.net>
Subject: OCLC Subscription renewal request for FY20

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: UPK Libraray
Device Name: P0733

For more information on Xerox products and solutions, please visit http://www.xerox.com

James Crowley, Wanda

From:	Johnson, Mary
Sent:	Tuesday, August 27, 2019 12:11 PM
To:	McNeil, Chuck; James Crowley, Wanda; JPLFinance
Cc:	Mitchell, Gretchen; Adkins, Charlene
Subject:	FW: administrative award request for OCLC, Inc.
Attachments:	administrative award request for OCLC_ Inc..pdf; OCLC Master Services Agreement and Schedules - JPL
Follow Up Flag:	Follow up
Flag Status:	Flagged

Hi Chuck,

Attached are documents to receive an administrative award for issuance of a master agreement for OCLC, Inc.

A letter asking Procurement for an administrative award, the master agreement and the individual service Schedules are attached as "administrative award request for OCLC".

Carol Schlatter is the contact at OCLC. I have attached her email regarding the MSA for your information.

Thank you,

Mary Johnson
Librarian III
Jacksonville Public Library
Cataloging and Digitization Services
3435 University Blvd N.
Jacksonville, FL 32277-2464
(904) 630-1339
maryjohn@coj.net

Please note that under Florida's very broad public records law, e-mail communications to and from city officials are subject to public disclosure.

-----Original Message-----
From: P0733@coj.net <P0733@coj.net>
Sent: Tuesday, August 27, 2019 12:00 PM
To: Johnson, Mary <MaryJohn@coj.net>
Subject: administrative award request for OCLC, Inc.

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: UPK Libraray

OCLC

Master Services Agreement
Please print or type

Section 1 Institution Information & Signatures

INSTITUTION NAME ("Institution") Jacksonville Public Library			
LIBRARY NAME (if different from Institution Name)			*OCLC SYMBOL (if any)* JPL
STREET ADDRESS 3435 University Blvd N.			
CITY Jacksonville	*STATE* Florida	*ZIP/POSTAL CODE* 32277	*COUNTRY* USA
CONTACT PERSON Mary Johnson		*TITLE* Librarian III	
TELEPHONE NUMBER 904-630-1339	*FAX NUMBER* 904-744-6960	*E-MAIL ADDRESS* maryjohn@coj.net	
BILLING ADDRESS (IF DIFFERENT FROM ABOVE) or NOTICE ADDRESS (IF DIFFERENT FROM ABOVE)			
STREET ADDRESS x			
CITY	*STATE*	*ZIP/POSTAL CODE*	*COUNTRY*
CONTACT PERSON		*TITLE*	
TELEPHONE NUMBER	*FAX NUMBER*	*E-MAIL ADDRESS*	

Is Institution considered exempt from tax in the country in which it is located? ☐ *Yes* ☐ *No*

By signing below, Institution (1) acknowledges that Institution has read and agrees to the terms of this Master Service Agreement ("MSA" or "Agreement") to become effective upon full execution of the Agreement ("Effective Date"), (2) warrants that it has made no unilateral changes to the terms of the Agreement since last received from OCLC, (3) orders access to the Products and Services as specified in this Agreement, and (4) warrants that it has the authority to enter into this Agreement

INSTITUTION: Jacksonville Public Library

Authorized Signature _____ *Date* _____

Name & Title: _____

Accepted By: *OCLC, INC.*

_____ *Effective Date:* _____

Bruce Crocco, Vice President

Notice Address for OCLC:
OCLC
6565 Kilgour Place
Dublin, Ohio 43017-3395
FAX: 614-764-0740
Attention: Legal Department
E-mail: legal@oclc.org

Section 2 Scope & Construction

This Agreement establishes the general terms and conditions for the provision of Products and Services. Additional Product or Service-specific terms and conditions are set forth in one or more schedules ("Schedules"), and are made a part of this MSA. In case of a conflict in terms between the MSA and any applicable Schedule, the terms and conditions of the Schedule shall prevail. If Institution orders additional Products or Services after its initial order and such order includes a master services agreement with the Schedule, this initial, executed MSA controls in lieu of such attached master services agreement.

Section 3 Definitions

3.1 **Bibliographic Data** means all the bibliographic data (including subject data, such as local key words and subject headings), descriptive metadata, relationship metadata and other metadata of the type stored in WorldCat.

3.2 **Holdings Data** means all the ownership and license data in relation to Institution's collection (including electronic resources).

3.3 **Hosted Services** means the hosted services made available by OCLC which Institution may access pursuant to this Agreement. The Hosted Services are described in detail in the applicable Product Descriptions but do not include services (including API's and the like) provided by third parties.

3.4 **Institution Data** means (i) the Holdings Data in relation to Institution's collection; (ii) all the data that forms part of the library process or the internal operations of the Institution, such as circulation, patron, and acquisition data; and (iii) all other data and content that is produced, sent or reproduced through the Services by the Institution or made available to OCLC in connection with the Services.

3.5 **Internal Data** means Institution Data intended exclusively for internal use by the Institution.

3.6 **Product Descriptions** means the descriptions of the Products and Hosted Services as made available at www.oclc.org and as updated from time to time by OCLC.

3.7 **Products** mean the OCLC software, hardware, and other products licensed to Institution pursuant to this Agreement. The Products are described in detail in the applicable Product Descriptions but do not include products provided by third parties.

3.8 **Professional Services** means the services that OCLC provides to Institution under this Agreement in connection with the Products or Hosted Services, such as data migration, configuration, consultancy, support, and training.

3.9 **Services** mean the Hosted Services and Professional Services.

3.10 **Shared Data** means the Institution Data made available by Institution to the public or to third parties selected by the Institution (such as other participants or users) or that by its nature is intended for use outside the Institution's organization, such as Bibliographic Data, Holdings Data, and other data not considered Internal Data.

3.11 **Systems** mean the facilities, server(s), equipment, operating software, and connectivity used to provide the Services.

3.12 **WorldCat** means the databases of Bibliographic Data, Holdings Data, and related files maintained by OCLC.

Section 4 Products and Services

4.1 **General.** OCLC will provide Institution those Products and Services to which it subscribes, in accordance with this Agreement and as described in the version of each Product or Service's respective Product Description active on the Effective Date. Product Descriptions and brochures can be found at https://www.oclc.org/en/services.html. Institution 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 Institution's failure to provide such assistance or information.

4.2 **License.** Subject to the terms of this Agreement and the applicable Schedule(s), Institution's license to use the Products and Services identified in the executed Schedules may be pursuant to a hosted license (for Hosted Services) or a non-hosted license (for Products). For Products paid for by Institution, OCLC grants Institution a nonexclusive, nontransferable license to install and use the Product solely for the noncommercial purposes described in the Product Description and the applicable Schedule. For Hosted Services subscribed to by Institution, OCLC will provide access to the Hosted Service, and if applicable a license to install and use any local software components of the Hosted Service, all solely for the noncommercial purposes described in the Product Description and the applicable Schedule.

4.3 **Modifications.** OCLC may change or modify a Product or Service from time to time in its discretion. OCLC shall notify Institution should there be any material changes to the respective Product or Service by such means as reasonably determined by OCLC. Any new Product or Service functionality made available by OCLC shall be subject to this Agreement.

4.4 **Support.** Support services will be provided in accordance with the support service description available at http://www.oclc.org/support/home.en.html. Generally email support is available at support@oclc.org and telephone support is available at 1-800-848-5800.

4.5 **OCLC Intellectual Property.** OCLC and/or its licensors or suppliers are the exclusive owners of and retain all right, title, and interest (including all copyrights, trademarks, patents, and any other proprietary rights) to the Products, Services, WorldCat, and all other materials produced or provided by OCLC. All rights not expressly granted by OCLC are reserved.

4.6 **Limitations.** Institution shall only use the Products and Services in accordance with the terms of this Agreement and for the purposes specified in the Product Descriptions.

Section 5 Term and Termination

5.1 **Term.** This Agreement shall commence on the Effective Date and shall remain in full force and effect until all active Schedules are terminated in accordance with Section 5.2. Unless otherwise specified in a pricing document, individual Schedules shall commence upon execution and shall remain in full force and effect for the duration that Institution has access to the applicable Products or Services.

5.2 **Termination.** This Agreement or individual Schedules may be terminated in one of the following ways:

a) By either party, effective at the end of the initial subscription period or any renewal period, by providing the other party with at least 30 days prior written notice of its desire to not renew a Product or Service;

b) By either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for all or a substantial part of its property, is subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated, voluntarily or otherwise;

c) By the non-breaching party if a party commits a material breach of its obligations under this Agreement and has not cured such breach or failure within 30 days of receiving written notice from the non-breaching party. OCLC reserves the right, however, to immediately suspend Institution's access to the OCLC Services in the event of Institution's material breach until such time as the material breach is cured; or

d) As otherwise explicitly provided in this Agreement.

5.3 **Effect of Termination.** Termination of this Agreement shall terminate all Schedules, termination of a Schedule will not terminate the Agreement or any other Schedule. Upon termination of this Agreement or any Schedule, the rights granted by OCLC in the applicable Schedule or Agreement are terminated unless otherwise provided in such Schedule. After termination and upon request, OCLC will promptly return or destroy all applicable Institution Data, except however, OCLC may retain Institution Data in back-up files provided that the confidentiality and security obligations contained herein shall apply. OCLC will provide Institution access to Institution Data for 90 days after the effective date of termination, after which, OCLC shall have no obligation to maintain any Institution Data.

Section 6 Fees and Payment Terms

6.1 **Fees.** Institution shall pay the applicable charges based on their agreed upon pricing document or, in the absence of an agreed upon pricing document, OCLC's prevailing price for the Products and Services. Fees are exclusive of any taxes and shall be paid in the currency and to the address stated on the invoice. Institution shall pay such tax to OCLC or other entity, as appropriate. Institutions exempt from taxation shall supply a valid exemption certificate upon request. Institution's failure to fully pay any fees or taxes within 60 days after the applicable due date will be deemed a material breach of this Agreement, justifying OCLC's suspension of Products and Services.

6.2 **Price Changes.** OCLC reserves the right to change any price/fee, provided that OCLC provides Institution written notice of the change at least 60 days prior to the date the change is to become effective. Notwithstanding the foregoing, OCLC will not change any prices/fees contained in an agreed to price quote or renewal notice prior to the expiration of the quote or renewal notice.

6.3 **Non-refundable.** Institution will not be entitled to a refund of any implementation or pre-paid fees under this Agreement unless (i) OCLC terminates the Agreement or a Schedule pursuant to Section 5.2 (a), or (ii) Institution terminates the Agreement or a Schedule pursuant to Section 5.2 (c); in which event, OCLC will refund that portion of fees pre-paid by Institution corresponding to the period after termination.

Section 7 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND OCLC AND ITS THIRD PARTY SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. OCLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCTS AND SERVICES WILL ALWAYS BE ACCESSIBLE, FREE OF HARMFUL COMPONENTS, ACCURATE OR ERROR-FREE. IN NO EVENT WILL OCLC BE LIABLE FOR ANY LOSS ARISING OUT OF FAILURE OF THIRD PARTY PRODUCTS OR SERVICES OR OTHER EVENTS OUTSIDE OF OCLC'S REASONABLE CONTROL. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

Section 8 Privacy and Security

8.1 **Data Security.** OCLC has implemented and shall maintain commercially appropriate, reasonable and customary controls to ensure the security, confidentiality, and protection against unauthorized access to, use, or disclosure of Internal Data. Institution shall obtain and maintain all necessary consents from all users for OCLC to provide the Service and for Institution's and users' access, monitoring, use, disclosure, and transfer of Internal Data.

8.2 Audit. OCLC will (i) implement administrative, physical, and technical safeguards in accordance with accepted industry practices including conducting audits in accordance with the ISO/IEC 27001 standard (or subsequent comparable standard) and (ii) as reasonably requested by Institution, provide Institution with a copy of the certificate of registration for such standard along with any relevant reported deficiencies regarding non-compliance together with corrective action plans for addressing such deficiencies identified in the report.

8.3 Nondisclosure of Internal Data. OCLC shall hold all Internal Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Internal Data for any purpose other than to provide the Service or as may be authorized in writing by Institution. OCLC shall not disclose Internal Data to any other party except: (a) to OCLC employees, agents, subcontractors and service providers, to whom Internal Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) to protect the rights or property of OCLC or OCLC customers, including the enforcement of OCLC agreements or policies governing Institution's use of the Service; (d) to involve and cooperate with law enforcement or the appropriate legal authorities in investigations, and to protect Systems and OCLC's customers, or (e) as authorized by Institution in writing.

8.4 Prohibitions. Institution expressly warrants that it will not enter, submit, transfer, or store in the Service any of the following types of information: Social Security Numbers (or other national identification numbers), financial account numbers, credit card or debit card numbers. OCLC will have no liability, and Institution expressly releases OCLC from any liability, associated with the loss, theft, disclosure or misuse of such information.

8.5 Data Transfer. As part of providing Services, OCLC may store and process Institution Data in the United States or any other country in which OCLC or its affiliates, subsidiaries, or agents maintain facilities. By using the Service, Institution consents to this transfer, processing, and storage of Institution Data to or by OCLC, its service providers, and affiliates subsidiaries or agents, over state and international borders as necessary to provide the Service in accordance with OCLC's standard business practices.

8.6 Unauthorized Disclosures. OCLC will promptly notify Institution in the event of a verified breach of non-public personal data unless such breach is unlikely to result in material harm to Institution or the data subject, or as otherwise provided by law. Institution agrees that it shall be Institution's sole responsibility to determine whether a breach is subject to state, federal or national breach notification laws and requires breach notification ("Breach Notification"). In the event that Institution determines that a breach requires Breach Notification, OCLC agrees that it will reasonably cooperate with Institution in regards to Institution's Breach Notification obligations as specified in the applicable law, including Institution's investigation, enforcement, monitoring, document preparation, Breach Notification requirements, and reporting. Institution shall be solely responsible for notifying all individuals subject to Breach Notification, however OCLC reserves the right to first review all notifications before they are sent.

Section 9 Limitation of Liability

OCLC WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY, OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED, OR MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, INSTITUTION'S USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, ANY CHANGES TO OR INACCESSIBILITY OF THE PRODUCTS AND SERVICES, ANY DELAY OR FAILURE OF THE SERVICES, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, OCLC'S LIABILITY TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION WILL BE LIMITED TO THE AMOUNT INSTITUTION ACTUALLY PAID OCLC FOR THE INDIVIDUAL IMPLICATED OCLC PRODUCTS OR SERVICES COVERED UNDER THIS AGREEMENT OVER THE 12 MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. FEES UNDER THIS AGREEMENT ARE BASED UPON THIS ALLOCATION OF RISK. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

Section 10 Use of Products and Services

10.1 Institution Data

a) **Ownership.** Institution, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Institution Data, except for rights granted to OCLC and its affiliates under this Agreement. Institution is solely responsible for the accuracy, completeness, and legality of Institution Data. Institution is responsible for obtaining all permission and other rights necessary to provide Institution Data to OCLC. Institution will not provide OCLC with Institution Data that Institution does not have the right to provide for use in connection with the Products or Services.

b) **License Rights.** Institution 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. Institution 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. Institution Data shall be supplied to OCLC in a format compatible for use with the Products and Services.

10.2 Confidentiality. Institution agrees to maintain the confidentiality of OCLC's pricing information for 3 years from receipt by Institution. It shall not be a violation of this section to disclose information as required by applicable law (including public records acts), valid court order, or legal process.

10.3 Acceptable Use Policy ("AUP")

a) **General.** Institution agrees not to use, and not to allow third parties including users to use the Products or Services: (a) to distribute viruses, worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature; (b) to engage in or promote any unlawful, invasive, infringing, defamatory, or fraudulent activity; (c) to violate, or encourage the violation of, the legal rights of others; (d) to interfere with the use of a Product or Service, or the equipment used to provide Products or Services; (e) to use the Products or Services, or any part thereof, in a manner that violates the terms of service of any other Products or Services; (f) to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations ("spam"); (g) to alter, reverse-engineer, interfere with, circumvent, copy, or create a derivative work of, any aspect of the Product or Service (except with the express, written consent of OCLC or applicable law specifically prohibits this restriction); (h) to omit, obscure or hide from any user any notice of a limitation of warranty, disclaimer, copyright, patent, trademark, trade secret or usage limitation or any splash screen or any other terms or conditions intended to be displayed to a user by OCLC or OCLC supplier; or (i) to post, send, or make available software or technical information in violation of applicable export controls laws. Institution agrees that OCLC is authorized to monitor communications into and out of the System to prevent the introduction of viruses or other hostile code, to prevent intrusions, provide support, and to otherwise enforce the terms of this Agreement. Institution agrees to reimburse OCLC for all reasonable and verifiable costs associated with OCLC's compliance with governmental requests relating to Institution or Institution Data, including, but not limited to, warrants, subpoenas, and judicial orders. Notwithstanding the foregoing and to the extent permitted by law and law enforcement, OCLC will make reasonable efforts to notify Institution when a disclosure of Institution Data has or is to be made.

b) **Credentials.** Institution shall exercise all commercially reasonable efforts to prevent unauthorized use of the Products and Services and is solely responsible for any and all use, including unauthorized use, of the Products and Services initiated using Institution's credentials. Institution shall immediately notify OCLC of a suspected or actual loss, theft or disclosure of any credentials and of any unauthorized use of a Product or Service. Should OCLC become aware of unauthorized use of Institution's credentials or unauthorized access to a Product or Service, OCLC may notify Institution and deactivate affected credentials. OCLC will provide Institution with administrative credentials to access and use the applicable Product or Service. Institution is responsible for authorizing user access to the Products or Services, assigning privileges, and creating, maintaining, and terminating accounts.

c) **Enforcement by OCLC.** OCLC reserves the right to: (i) investigate any violation of this AUP or misuse of Products or Services; (ii) enforce this AUP; and (iii) remove or disable access, screen, or edit any Institution Data that violates these provisions. Without limitation, OCLC also reserves the right to report any activity (including the disclosure of appropriate Institution Data) that it suspects violates any law or regulation to appropriate law enforcement, regulators, or other appropriate third parties. OCLC may cooperate with appropriate law enforcement by providing network and systems information related to allegedly illegal or harmful content. VIOLATION OF THIS AUP MAY RESULT IN THE SUSPENSION OF OCLC SERVICES AND SUCH OTHER ACTION AS OCLC REASONABLY DEEMS APPROPRIATE. REPEATED OR WILLFUL VIOLATION OF THIS AUP MAY, IN OCLC'S SOLE DISCRETION RESULT IN THE TERMINATION OF THE AGREEMENT, ANY SCHEDULE, OR OCLC SERVICE.

Section 11 Warranties

OCLC warrants that any Professional Services will be performed in a professional and workman-like manner and that, when operated in accordance with the Product Description, the Products and Hosted Services will be capable of performing substantially in accordance with the functional specifications set forth in such Product Description. If any Products or Services fail to comply with the warranty set forth above, OCLC will make reasonable efforts to correct the noncompliance provided that OCLC is given notice of the noncompliance within 30 days and OCLC is able to reproduce the noncompliance. If OCLC is unable to correct the noncompliance, Institution may terminate the Schedule for the relevant Product or Hosted Service in accordance with Section 5.2(c) and, as its sole remedy, will be entitled to a refund of an equitable portion of fees paid for the relevant Product or Hosted Service after such noncompliance was reported. OCLC and Institution each warrant that its entry into this Agreement does not violate any other agreement to which it is a party, and that its performance under this Agreement will be in conformance with all applicable laws and government rules and regulations. Institution warrants that it possesses all rights necessary to enter into this Agreement and grants the rights described in this Agreement such that OCLC will not infringe upon or otherwise violate any intellectual property rights or other rights of a third party or violate any laws by exercising the rights and licenses granted under this Agreement. To the extent permitted by law, Institution hereby indemnifies OCLC from any such claims in this respect.

Section 12 General

12.1 OCLC Membership. As a subscriber to OCLC's Services and Products as described in this Agreement, Institution – and each library owned or operated by Institution – may be eligible for membership in the OCLC cooperative. Membership qualifications for the OCLC cooperative can be found at http://www.oclc.org/content/dam/oclc/membership/Membership-Criteria-FY15.pdf. If Institution's subscription qualifies it as a member, Institution permits OCLC Member Relations to contact its library staff directly in separate communications, to provide new member information regarding voting and updates, Member groups, councils, and events, for OCLC Global and Regional Councils specific to Institution's region. As a member, Institution agrees to abide by the requirements and policies applicable to OCLC members.

12.2 No Assignment. Institution may not assign, without the prior written consent of OCLC, any rights, duties, or obligations under this Agreement to any person or entity, in whole or in part.

12.3 Independent Contractors. The relationship of the parties is that of independent contractors, and no agency, employment, partnership, joint venture, or any other relationship is created by this Agreement.

12.4 Force Majeure. Neither party shall be responsible for losses or damages to the other occasioned by delays in the performance or the non-performance of any of said party's obligations (other than the obligation to make payments when due) when caused by acts of God, acts of the other party or any other cause beyond the control of said party and without its fault or negligence.

12.5 Non-Waiver. A failure or delay in enforcing an obligation under this Agreement does not prevent enforcement of the provision at a later date. A waiver of a breach of one obligation does not amount to a waiver of any other obligation, and it will not prevent a party from subsequently requiring compliance with that obligation.

12.6 Severability. If any provisions of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement.

12.7 Entire Agreement. This Agreement and any Schedules constitute the complete agreement between the parties and supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter of this Agreement. If Institution's accounting representatives require the use of a purchase order to facilitate payment for Products and Services contemplated in this Agreement, Institution agrees any and all terms and conditions contained in such purchase order are null and void, and do not apply to this Agreement. OCLC will provide invoices in response to purchase orders solely to facilitate payment and for the convenience of Institution; in no case, however, will OCLC's issuance of an invoice constitute an acceptance of terms contained in a purchase order. OCLC provides Services and Products to Institution solely pursuant to this Agreement; OCLC shall never provide Services or Products pursuant to, or as a result of, a purchase order. Except as otherwise provided herein, this Agreement may not be amended or supplemented except in a writing duly executed by both parties.

12.8 Notice. Except as stated elsewhere in the Agreement all notices shall be in writing and shall be deemed sufficient if (a) received by a party via e-mail to the e-mail address for such party set forth in Section 1, (b) delivered by hand, or (c) sent by certified or registered mail, return receipt requested, to the address for such party set forth in Section 1, or to such other address as has been furnished by means of a notice given in accordance with this Section.

Notice Address for OCLC:
OCLC
6565 Kilgour Place
Dublin, Ohio 43017-3395
FAX: 614-764-0740
Attention: Legal Department
E-mail: legal@oclc.org

12.9 Counterparts. This Agreement may be executed in counterparts and/or via facsimile transmission or electronic copy, any one or form of which will be deemed to constitute an original, but all of which will constitute one instrument.

Section 13 Special Terms for Group Orders Only

Where a lead institution in a consortium (the "Group Administrator") is ordering on behalf of itself and other consortium members, Section 13 applies:

13.1 Ordering. Group Administrator may order the Service on behalf of consortium members by completing the relevant portions of the agreed upon pricing or order document and agreeing to this Agreement. Group Administrator also orders and allocates authorizations and passwords for the Service on behalf of consortium members listed on the agreed upon pricing or order document. Group Administrator is not a buyer of the Service for resale. Any material change in group membership or group participation may result in commensurate changes in the fees for the applicable Service.

13.2 Consortium Member's Agreement. Group Administrator warrants, as the consortium agent, that it is authorized to and hereby binds consortium members to this Agreement and shall indemnify OCLC from all loss, expense and damage arising from a breach of such warranty. Group Administrator shall provide each consortium member with a copy of this Agreement prior to Product and Service activation. Each order for consortium members shall constitute a binding contract between OCLC and the consortium member.

13.3 Payment by Group Administrator. Group Administrator shall be liable for paying to OCLC all charges and applicable taxes for consortium members for the Products and Services in accordance with the terms of this Agreement.

13.4 Non-exclusivity. Nothing herein shall limit OCLC's right to distribute any Products or Services independent of Group Administrator.

ATTACHMENT A – OCLC SERVICE LEVEL AGREEMENT

This Service Level Agreement sets forth the service level and performance objectives of OCLC in providing the Hosted Services (as listed in Section 1 of this SLA) to Institution (the "Systems"). OCLC will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the Systems.

1. Covered OCLC Services

This SLA applies only to Hosted Services that are: (1) listed below; and (2) subscribed to by Institution.

WorldShare Acquisitions
WorldShare Circulation

WorldCat Discovery Services
Hosted CONTENTdm
Hosted EZproxy
WorldShare Interlibrary Loan
WorldShare License Manager
WorldShare Collection Manager
WorldShare Record Manager
Tipasa

2. Uptime Commitment

OCLC will use commercially reasonable efforts to ensure that the Hosted Services are available 99.5% of the time (the "Uptime Commitment"). Availability will be measured as follows:

- Availability = (T-D)/(T) * 100%
- T = the total number of minutes in the respective month.
- D = the total number of minutes of downtime in the month excluding planned outages for scheduled maintenance, telecommunications or power disruptions caused by third parties, any other causes beyond OCLC's reasonable control, and excluding other times described herein.

OCLC will notify Institution promptly of any factor, occurrence, or event coming to its attention likely to affect OCLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption in the Hosted Services.

Scheduled maintenance may occur any Sunday during a 4-hour window and may occasionally be extended. Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime. In the event planned emergency maintenance is required, OCLC will make commercially reasonable efforts to notify Institution in advance.

3. Systems Management

3.1 Monitoring. OCLC will monitor and maintain the Systems in working order each day (24 x 7). OCLC will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds.

3.2 Maintenance. OCLC will operate, monitor and administer all servers, applications and networks supporting the OCLC Services. In order to provide such coverage, OCLC may utilize a mixture of on-site and on-call support staff, automated server monitoring and automated paging technology.

3.3 Change Control. OCLC will install new equipment, software, releases, upgrades, fixes, patches and other items necessary to maintain the Systems to industry standards. OCLC will proactively gather information from appropriate server, peripheral, operating system or database vendors regarding upgrades, defect patches or fixes.

SCHEDULE 2
WorldShare Metadata/ OCLC Cataloging

DESCRIPTION

OCLC's cataloging and metadata services give Institution the tools needed to effectively manage the metadata for Institution's collection.

DEFINITIONS

A. "Guidelines" means the "Guidelines for Contributions to WorldCat" as modified from time to time. A current copy of the Guidelines is available at: http://www.oclc.org/worldcat/community/guidelines.en.html

B. "Policy" means the "WorldCat Rights and Responsibilities for the OCLC Cooperative" as modified from time to time as a result of the policy review process described therein. A current copy of the Policy is available at: http://www.oclc.org/en/worldcat/cooperative-quality/policy.html.

C. "Principles" means the WorldCat Principles of Cooperation as modified from time to time. A current copy of the Principles is available at: http://www.oclc.org/worldcat/community/principles.en.html

D. "WorldCat Data" is defined as set forth in the Policy.

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

ADDITIONAL TERMS AND CONDITIONS

1) **Responsibilities of Institution**

A. Institution shall create bibliographic records and related data for entering information into WorldCat consistent with the Guidelines maintained by OCLC and its advisory groups.

B. Institution using the Systems for cataloging agrees to abide by the Principles and the Guidelines.

C. Institution agrees that the use and transfer by the Institution of WorldCat Data is subject to the Policy.

D. If, during the term hereof, an Institution informs OCLC that bibliographic records it furnishes to OCLC for addition to WorldCat will be subject to usage or transfer restrictions beyond or in addition to those applicable under this Schedule, and if OCLC nevertheless elects to accept such records for addition to WorldCat, OCLC will so notify Institution, after which Institution's rights to access, use and transfer such records will be subject to said usage and transfer restrictions.

ACCEPTED

Initials: _____ **Date:** _____

SCHEDULE 3
WorldCat Discovery Services

DESCRIPTION
WorldCat Discovery Services is a suite of cloud-based applications that enable people to search WorldCat® and discover more than 2 billion electronic, digital and physical holdings in a single search.

Additional Terms and Conditions:
All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Services Agreement.

1) **Discovery Service:**
   a. The Bibliographic Data, Holdings Data, OCLC and/or 3rd party databases and other content available through the Service may change from time to time and are subject to OCLC and/or third-party claims of copyright and other rights and may be subject to supplemental terms and conditions. The Product Description, documentation, features and/or functionality of the Service, and/or the WorldCat.org service may also change from time to time. In the event any such change materially reduces Institution's rights with respect to the Service or the WorldCat.org services Institution may terminate this Schedule by providing written notice to OCLC. Certain databases may only be accessed if Institution subscribes to that database through a third party.
   b. Bibliographic Data may not be stored other than temporarily as required for use authorized by the Agreement and shall not be otherwise transferred, or accessed by any other person not an Authorized User.
   c. Use of the Service for cataloging purposes is expressly prohibited. Institution may not resell the Service or the Bibliographic Data or other content accessible through the Service.
   d. Certain parts of the Service function properly only when interacting with a local library system which is compatible with and supported by the Service. A list of local library systems which are compatible with and supported by the Service is available from OCLC. Prior to placing its order, Institution should verify that its local library system is compatible with and supported by the Service.
   e. In the event Institution's local library system is or becomes incompatible with or unsupported by the Service at any time during the term of this Agreement OCLC may if requested by Institution make reasonable efforts to resolve the issue at OCLC's then current rates. If such efforts are unsuccessful OCLC or Institution may terminate this Schedule upon written notice to the other party.
2) **Third Party Database Terms:**
   a. **British Library Database.** Bibliographic Data made available from the British Library is licensed solely for non-commercial use. For the purpose of this Section "Non-Commercial Use" means internal or personal use solely for the purpose of resource discovery, learning, teaching, academic, or scientific research, private study, verification of bibliographic information, and/or the identification of materials to be ordered via interlibrary loan, from document vendors, or from other sources from which materials may be acquired, and specifically excludes transmission, selling on, redistribution or circulation of any form outside of Institution's organization or use in violation of the Agreement.
   b. **National Library of Medicine** ***(NLM Database).*** Organizations or institutions may download NLM-produced citations and reuse these records within their organization or institution. NLM suggests that organizations limit the number of records to 1,000 per month. Since NLM makes corrections and enhancements to and performs maintenance on these records at least annually, you should plan to replace or correct the records once a year to ensure that they are still correct and searchable as a group.

      NLM databases are produced by a U.S. government agency and as such the contents are not covered by copyright domestically. They may be copyrighted outside the U.S. Some NLM produced data is from copyrighted publications of the respective copyright claimants. Users of the NLM databases are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are incorporated by reference. Users should consult legal counsel before using NLM-produced records to be certain that their plans are in compliance with appropriate laws.

Initials: _____ Date: _____

SCHEDULE 6
CONTENTdm®

DESCRIPTION
CONTENTdm is used by an Institution to build and publish their unique collections on the Web.

ADDITIONAL TERMS AND CONDITIONS
All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Services Agreement.

1) Subject to this Schedule and the Agreement, OCLC will provide Institution the Products and Services as specified in the CONTENTdm Order Form.

2) **Adobe.** Institution acknowledges that Adobe is the owner of certain proprietary information and intellectual property rights included in the Adobe products and the documentation. Adobe is a third party beneficiary entitled to enforce OCLC's rights and Institution's obligations hereunder and to seek appropriate legal and equitable remedies, including but not limited to, damages and injunctive relief, for Institution's breach of such obligations. In any dispute in which Adobe is a properly named party, this Schedule will be governed by and construed in accordance with the substantive laws in force in the state of California and the courts of Santa Clara County, California shall have non-exclusive jurisdiction over any such dispute.

Initials: _____ **Date:** _____

SCHEDULE 9
WebDewey®

DESCRIPTION

WebDewey 2.0 is an online version of the complete Dewey Decimal Classification ("DDC") system. Using a standard Web browser, Institution has unlimited access to an enhanced version of the DDC 23 database.

ADDITIONAL TERMS AND CONDITIONS

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

1) Subject to the terms of this Schedule, OCLC hereby grants to Institution a nonexclusive, nontransferable and nonassignable license to: (i) access WebDewey; (ii) use WebDewey in accordance with this Schedule solely for the internal, noncommercial purpose of creating bibliographic records and metadata for materials (e.g., books, sound recordings) and electronic resources offered by Institution to its patrons, and (iii) post the DDC23 Summaries (i.e., the first three levels of the DDC – for example, 500 Science is Level 1, 510 Mathematics is Level 2, 513 Arithmetic is Level 3) on Institution's website solely for the internal, noncommercial purpose of organizing the resources made available to its patrons via such website. Such bibliographic records and metadata may display DDC numbers, but shall not display DDC captions. Such use of the DDC23 Summaries shall be accompanied by the following information, verbatim, on the initial screen:

The Dewey Decimal Classification is © 2003-2014*
OCLC Online Computer Library Center, Inc.
Used with Permission.
DDC, Dewey, Dewey Decimal Classification and WebDewey are registered trademarks/service marks of OCLC Online Computer Library Center, Inc.

[*Institution shall update the second year in this date range as appropriate.]

2) Institution may make copies of screen displays of the data accessible via WebDewey only as reasonably required for Institution's use of WebDewey as authorized hereunder; provided that such copying shall be no more extensive than is permitted by U.S. copyright law.

3) Termination of this Schedule shall not require the removal of DDC numbers added while this Schedule is effective in accordance with its terms.

4) The Sears List of Subject Headings is © EBSCO Industries, Inc. All rights reserved. Sears Subject Headings; Sears List; and Sears List of Subject Headings are trademarks of EBSCO Industries, Inc.

Initials: _____ **Date:** _____

OCLC

Master Services Agreement
Please print or type

Section 1 Institution Information & Signatures

INSTITUTION NAME ("Institution")			
LIBRARY NAME (if different from Institution Name)			*OCLC SYMBOL (if any)*
STREET ADDRESS			
CITY	*STATE*	*ZIP/POSTAL CODE*	*COUNTRY* USA
CONTACT PERSON		*TITLE*	
TELEPHONE NUMBER	*FAX NUMBER*	*E-MAIL ADDRESS*	
BILLING ADDRESS (IF DIFFERENT FROM ABOVE) or NOTICE ADDRESS (IF DIFFERENT FROM ABOVE)			
STREET ADDRESS			
CITY	*STATE*	*ZIP/POSTAL CODE*	*COUNTRY*
CONTACT PERSON		*TITLE*	
TELEPHONE NUMBER	*FAX NUMBER*	*E-MAIL ADDRESS*	

Is Institution considered exempt from tax in the country in which it is located? ☐ *Yes* ☐ *No*

By signing below, Institution: (1) acknowledges that Institution has read and agrees to the terms of this Master Service Agreement ("MSA" or "Agreement") to become effective upon full execution of the Agreement ("Effective Date"); (2) warrants that it has made no unilateral changes to the terms of the Agreement since last received from OCLC; (3) orders access to the Products and Services as specified in this Agreement; and (4) warrants that it has the authority to enter into this Agreement.

INSTITUTION: _____

Authorized Signature _____ *Date:* _____

Name & Title: _____

Accepted By: *OCLC, INC.*

_____ *Effective Date:* _____
Bruce Crocco, Vice President

Notice Address for OCLC:
OCLC
6565 Kilgour Place
Dublin, Ohio 43017-3395
FAX: 614-764-0740
Attention: Legal Department
E-mail: legal@oclc.org

Section 2 Scope & Construction

This Agreement establishes the general terms and conditions for the provision of Products and Services. Additional Product or Service-specific terms and conditions are set forth in one or more schedules ("Schedules"), and are made a part of this MSA. In case of a conflict in terms between the MSA and any applicable Schedule, the terms and conditions of the Schedule shall prevail. If Institution orders additional Products or Services after its initial order and such order includes a master services agreement with the Schedule, this initial, executed MSA controls in lieu of such attached master services agreement.

Section 3 Definitions

3.1 **Bibliographic Data** means all the bibliographic data (including subject data, such as local key words and subject headings), descriptive metadata, relationship metadata and other metadata of the type stored in WorldCat.

3.2 **Holdings Data** means all the ownership and license data in relation to Institution's collection (including electronic resources).

3.3 **Hosted Services** means the hosted services made available by OCLC which Institution may access pursuant to this Agreement. The Hosted Services are described in detail in the applicable Product Descriptions but do not include services (including API's and the like) provided by third parties.

3.4 **Institution Data** means (i) the Holdings Data in relation to Institution's collection; (ii) all the data that forms part of the library process or the internal operations of the Institution, such as circulation, patron, and acquisition data; and (iii) all other data and content that is produced, sent or reproduced through the Services by the Institution or made available to OCLC in connection with the Services.

3.5 **Internal Data** means Institution Data intended exclusively for internal use by the Institution.

3.6 **Product Descriptions** means the descriptions of the Products and Hosted Services as made available at www.oclc.org and as updated from time to time by OCLC.

3.7 **Products** mean the OCLC software, hardware, and other products licensed to Institution pursuant to this Agreement. The Products are described in detail in the applicable Product Descriptions but do not include products provided by third parties.

3.8 **Professional Services** means the services that OCLC provides to Institution under this Agreement in connection with the Products or Hosted Services, such as data migration, configuration, consultancy, support, and training.

3.9 **Services** mean the Hosted Services and Professional Services.

3.10 **Shared Data** means the Institution Data made available by Institution to the public or to third parties selected by the Institution (such as other participants or users) or that by its nature is intended for use outside the Institution's organization, such as Bibliographic Data, Holdings Data, and other data not considered Internal Data.

3.11 **Systems** mean the facilities, server(s), equipment, operating software, and connectivity used to provide the Services.

3.12 **WorldCat** means the databases of Bibliographic Data, Holdings Data, and related files maintained by OCLC.

Section 4 Products and Services

4.1 **General**. OCLC will provide Institution those Products and Services to which it subscribes, in accordance with this Agreement and as described in the version of each Product or Service's respective Product Description active on the Effective Date. Product Descriptions and brochures can be found at https://www.oclc.org/en/services.html. Institution 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 Institution's failure to provide such assistance or information.

4.2 **License**. Subject to the terms of this Agreement and the applicable Schedule(s), Institution's license to use the Products and Services identified in the executed Schedules may be pursuant to a hosted license (for Hosted Services) or a non-hosted license (for Products). For Products paid for by Institution, OCLC grants Institution a nonexclusive, nontransferable license to install and use the Product solely for the noncommercial purposes described in the Product Description and the applicable Schedule. For Hosted Services subscribed to by Institution, OCLC will provide access to the Hosted Service, and if applicable a license to install and use any local software components of the Hosted Service, all solely for the noncommercial purposes described in the Product Description and the applicable Schedule.

4.3 **Modifications**. OCLC may change or modify a Product or Service from time to time in its discretion. OCLC shall notify Institution should there be any material changes to the respective Product or Service by such means as reasonably determined by OCLC. Any new Product or Service functionality made available by OCLC shall be subject to this Agreement.

4.4 **Support**. Support services will be provided in accordance with the support service description available at http://www.oclc.org/support/home.en.html. Generally email support is available at support@oclc.org and telephone support is available at 1-800-848-5800.

4.5 **OCLC Intellectual Property**. OCLC and/or its licensors or suppliers are the exclusive owners of and retain all right, title, and interest (including all copyrights, trademarks, patents, and any other proprietary rights) to the Products, Services, WorldCat, and all other materials produced or provided by OCLC. All rights not expressly granted by OCLC are reserved.

4.6 **Limitations**. Institution shall only use the Products and Services in accordance with the terms of this Agreement and for the purposes specified in the Product Descriptions.

Section 5 Term and Termination

5.1 **Term**. This Agreement shall commence on the Effective Date and shall remain in full force and effect until all active Schedules are terminated in accordance with Section 5.2. Unless otherwise specified in a pricing document, individual Schedules shall commence upon execution and shall remain in full force and effect for the duration that Institution has access to the applicable Products or Services.

5.2 **Termination**. This Agreement or individual Schedules may be terminated in one of the following ways:

a) By either party, effective at the end of the initial subscription period or any renewal period, by providing the other party with at least 30 days prior written notice of its desire to not renew a Product or Service;

b) By either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for all or a substantial part of its property, is subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated, voluntarily or otherwise;

c) By the non-breaching party if a party commits a material breach of its obligations under this Agreement and has not cured such breach or failure within 30 days of receiving written notice from the non-breaching party. OCLC reserves the right, however, to immediately suspend Institution's access to the OCLC Services in the event of Institution's material breach until such time as the material breach is cured; or

d) As otherwise explicitly provided in this Agreement.

5.3 **Effect of Termination**. Termination of this Agreement shall terminate all Schedules, termination of a Schedule will not terminate the Agreement or any other Schedule. Upon termination of this Agreement or any Schedule, the rights granted by OCLC in the applicable Schedule or Agreement are terminated unless otherwise provided in such Schedule. After termination and upon request, OCLC will promptly return or destroy all applicable Institution Data, except however, OCLC may retain Institution Data in back-up files provided that the confidentiality and security obligations contained herein shall apply. OCLC will provide Institution access to Institution Data for 90 days after the effective date of termination, after which, OCLC shall have no obligation to maintain any Institution Data.

Section 6 Fees and Payment Terms

6.1 **Fees**. Institution shall pay the applicable charges based on their agreed upon pricing document or, in the absence of an agreed upon pricing document, OCLC's prevailing price for the Products and Services. Fees are exclusive of any taxes and shall be paid in the currency and to the address stated on the invoice. Institution shall pay such tax to OCLC or other entity, as appropriate. Institutions exempt from taxation shall supply a valid exemption certificate upon request. Institution's failure to fully pay any fees or taxes within 60 days after the applicable due date will be deemed a material breach of this Agreement, justifying OCLC's suspension of Products and Services.

6.2 **Price Changes**. OCLC reserves the right to change any price/fee, provided that OCLC provides Institution written notice of the change at least 60 days prior to the date the change is to become effective. Notwithstanding the foregoing, OCLC will not change any prices/fees contained in an agreed to price quote or renewal notice prior to the expiration of the quote or renewal notice.

6.3 **Non-refundable**. Institution will not be entitled to a refund of any implementation or pre-paid fees under this Agreement unless (i) OCLC terminates the Agreement or a Schedule pursuant to Section 5.2 (a), or (ii) Institution terminates the Agreement or a Schedule pursuant to Section 5.2 (c); in which event, OCLC will refund that portion of fees pre-paid by Institution corresponding to the period after termination.

Section 7 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND OCLC AND ITS THIRD PARTY SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. OCLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCTS AND SERVICES WILL ALWAYS BE ACCESSIBLE, FREE OF HARMFUL COMPONENTS, ACCURATE OR ERROR-FREE. IN NO EVENT WILL OCLC BE LIABLE FOR ANY LOSS ARISING OUT OF FAILURE OF THIRD PARTY PRODUCTS OR SERVICES OR OTHER EVENTS OUTSIDE OF OCLC'S REASONABLE CONTROL. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

Section 8 Privacy and Security

8.1 **Data Security**. OCLC has implemented and shall maintain commercially appropriate, reasonable and customary controls to ensure the security, confidentiality, and protection against unauthorized access to, use, or disclosure of Internal Data. Institution shall obtain and maintain all necessary consents from all users for OCLC to provide the Service and for Institution's and users' access, monitoring, use, disclosure, and transfer of Internal Data.

8.2 **Audit**. OCLC will (i) implement administrative, physical, and technical safeguards in accordance with accepted industry practices including conducting audits in accordance with the ISO/IEC 27001 standard (or subsequent comparable standard) and (ii) as reasonably requested by Institution, provide Institution with a copy of the certificate of registration for such standard along with any relevant reported deficiencies regarding non-compliance together with corrective action plans for addressing such deficiencies identified in the report.

8.3 Nondisclosure of Internal Data. OCLC shall hold all Internal Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Internal Data for any purpose other than to provide the Service or as may be authorized in writing by Institution. OCLC shall not disclose Internal Data to any other party except: (a) to OCLC employees, agents, subcontractors and service providers, to whom Internal Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) to protect the rights or property of OCLC or OCLC customers, including the enforcement of OCLC agreements or policies governing Institution's use of the Service; (d) to involve and cooperate with law enforcement or the appropriate legal authorities in investigations, and to protect Systems and OCLC's customers, or (e) as authorized by Institution in writing.

8.4 Prohibitions. Institution expressly warrants that it will not enter, submit, transfer, or store in the Service any of the following types of information: Social Security Numbers (or other national identification numbers), financial account numbers, credit card or debit card numbers. OCLC will have no liability, and Institution expressly releases OCLC from any liability, associated with the loss, theft, disclosure or misuse of such information.

8.5 Data Transfer. As part of providing Services, OCLC may store and process Institution Data in the United States or any other country in which OCLC or its affiliates, subsidiaries, or agents maintain facilities. By using the Service, Institution consents to this transfer, processing, and storage of Institution Data to or by OCLC, its service providers, and affiliates subsidiaries or agents, over state and international borders as necessary to provide the Service in accordance with OCLC's standard business practices.

8.6 Unauthorized Disclosures. OCLC will promptly notify Institution in the event of a verified breach of non-public personal data unless such breach is unlikely to result in material harm to Institution or the data subject, or as otherwise provided by law. Institution agrees that it shall be Institution's sole responsibility to determine whether a breach is subject to state, federal or national breach notification laws and requires breach notification ("Breach Notification"). In the event that Institution determines that a breach requires Breach Notification, OCLC agrees that it will reasonably cooperate with Institution in regards to Institution's Breach Notification obligations as specified in the applicable law, including Institution's investigation, enforcement, monitoring, document preparation, Breach Notification requirements, and reporting. Institution shall be solely responsible for notifying all individuals subject to Breach Notification, however OCLC reserves the right to first review all notifications before they are sent.

Section 9 Limitation of Liability

OCLC WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY, OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED, OR MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, INSTITUTION'S USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, ANY CHANGES TO OR INACCESSIBILITY OF THE PRODUCTS AND SERVICES, ANY DELAY OR FAILURE OF THE SERVICES, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, OCLC'S LIABILITY TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION WILL BE LIMITED TO THE AMOUNT INSTITUTION ACTUALLY PAID OCLC FOR THE INDIVIDUAL IMPLICATED OCLC PRODUCTS OR SERVICES COVERED UNDER THIS AGREEMENT OVER THE 12 MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. FEES UNDER THIS AGREEMENT ARE BASED UPON THIS ALLOCATION OF RISK. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

Section 10 Use of Products and Services

10.1 Institution Data

a) **Ownership.** Institution, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Institution Data, except for rights granted to OCLC and its affiliates under this Agreement. Institution is solely responsible for the accuracy, completeness, and legality of Institution Data. Institution is responsible for obtaining all permission and other rights necessary to provide Institution Data to OCLC. Institution will not provide OCLC with Institution Data that Institution does not have the right to provide for use in connection with the Products or Services.

b) **License Rights.** Institution 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. Institution 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. Institution Data shall be supplied to OCLC in a format compatible for use with the Products and Services.

10.2 Confidentiality. Institution agrees to maintain the confidentiality of OCLC's pricing information for 3 years from receipt by Institution. It shall not be a violation of this section to disclose information as required by applicable law (including public records acts), valid court order, or legal process.

10.3 Acceptable Use Policy ("AUP")

a) **General.** Institution agrees not to use, and not to allow third parties including users to use the Products or Services: (a) to distribute viruses, worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature; (b) to engage in or promote any unlawful, invasive, infringing, defamatory, or fraudulent activity; (c) to violate, or encourage the violation of, the legal rights of others; (d) to interfere with the use of a Product or Service, or the equipment used to provide Products or Services; (e) to use the Products or Services, or any part thereof, in a manner that violates the terms of service of any other Products or Services; (f) to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings or other solicitations ("spam"); (g) to alter, reverse-engineer, interfere with, circumvent, copy, or create a derivative work of, any aspect of the Product or Service (except with the express, written consent of OCLC or applicable law specifically prohibits this restriction); (h) to omit, obscure or hide from any user any notice of a limitation of warranty, disclaimer, copyright, patent, trademark, trade secret or usage limitation or any splash screen or any other terms or conditions intended to be displayed to a user by OCLC or OCLC supplier; or (i) to post, send, or make available software or technical information in violation of applicable export controls laws. Institution agrees that OCLC is authorized to monitor communications into and out of the System to prevent the introduction of viruses or other hostile code, to prevent intrusions, provide support, and to otherwise enforce the terms of this Agreement. Institution agrees to reimburse OCLC for all reasonable and verifiable costs associated with OCLC's compliance with governmental requests relating to Institution or Institution Data, including, but not limited to, warrants, subpoenas, and judicial orders. Notwithstanding the foregoing and to the extent permitted by law and law enforcement, OCLC will make reasonable efforts to notify Institution when a disclosure of Institution Data has or is to be made.

b) **Credentials.** Institution shall exercise all commercially reasonable efforts to prevent unauthorized use of the Products and Services and is solely responsible for any and all use, including unauthorized use, of the Products and Services initiated using Institution's credentials. Institution shall immediately notify OCLC of a suspected or actual loss, theft or disclosure of any credentials and of any unauthorized use of a Product or Service. Should OCLC become aware of unauthorized use of Institution's credentials or unauthorized access to a Product or Service, OCLC may notify Institution and deactivate affected credentials. OCLC will provide Institution with administrative credentials to access and use the applicable Product or Service. Institution is responsible for authorizing user access to the Products or Services, assigning privileges, and creating, maintaining, and terminating accounts.

c) **Enforcement by OCLC.** OCLC reserves the right to: (i) investigate any violation of this AUP or misuse of Products or Services; (ii) enforce this AUP; and (iii) remove or disable access, screen, or edit any Institution Data that violates these provisions. Without limitation, OCLC also reserves the right to report any activity (including the disclosure of appropriate Institution Data) that it suspects violates any law or regulation to appropriate law enforcement, regulators, or other appropriate third parties. OCLC may cooperate with appropriate law enforcement by providing network and systems information related to allegedly illegal or harmful content. VIOLATION OF THIS AUP MAY RESULT IN THE SUSPENSION OF OCLC SERVICES AND SUCH OTHER ACTION AS OCLC REASONABLY DEEMS APPROPRIATE. REPEATED OR WILLFUL VIOLATION OF THIS AUP MAY, IN OCLC'S SOLE DISCRETION RESULT IN THE TERMINATION OF THE AGREEMENT, ANY SCHEDULE, OR OCLC SERVICE.

Section 11 Warranties

OCLC warrants that any Professional Services will be performed in a professional and workman-like manner and that, when operated in accordance with the Product Description, the Products and Hosted Services will be capable of performing substantially in accordance with the functional specifications set forth in such Product Description. If any Products or Services fail to comply with the warranty set forth above, OCLC will make reasonable efforts to correct the noncompliance provided that OCLC is given notice of the noncompliance within 30 days and OCLC is able to reproduce the noncompliance. If OCLC is unable to correct the noncompliance, Institution may terminate the Schedule for the relevant Product or Hosted Service in accordance with Section 5.2(c) and, as its sole remedy, will be entitled to a refund of an equitable portion of fees paid for the relevant Product or Hosted Service after such noncompliance was reported. OCLC and Institution each warrant that its entry into this Agreement does not violate any other agreement to which it is a party, and that its performance under this Agreement will be in conformance with all applicable laws and government rules and regulations. Institution warrants that it possesses all rights necessary to enter into this Agreement and grants the rights described in this Agreement such that OCLC will not infringe upon or otherwise violate any intellectual property rights or other rights of a third party or violate any laws by exercising the rights and licenses granted under this Agreement. To the extent permitted by law, Institution hereby indemnifies OCLC from any such claims in this respect.

Section 12 General

12.1 OCLC Membership. As a subscriber to OCLC's Services and Products as described in this Agreement, Institution – and each library owned or operated by Institution – may be eligible for membership in the OCLC cooperative. Membership qualifications for the OCLC cooperative can be found at http://www.oclc.org/content/dam/oclc/membership/Membership-Criteria-FY15.pdf. If Institution's subscription qualifies it as a member, Institution permits OCLC Member Relations to contact its library staff directly in separate communications, to provide new member information regarding voting and updates, Member groups, councils, and events, for OCLC Global and Regional Councils specific to Institution's region. As a member, Institution agrees to abide by the requirements and policies applicable to OCLC members.

12.2 No Assignment. Institution may not assign, without the prior written consent of OCLC, any rights, duties, or obligations under this Agreement to any person or entity, in whole or in part.

12.3 Independent Contractors. The relationship of the parties is that of independent contractors, and no agency, employment, partnership, joint venture, or any other relationship is created by this Agreement.

12.4 Force Majeure. Neither party shall be responsible for losses or damages to the other occasioned by delays in the performance or the non-performance of any of said party's obligations (other than the obligation to make payments when due) when caused by acts of God, acts of the other party or any other cause beyond the control of said party and without its fault or negligence.

12.5 Non-Waiver. A failure or delay in enforcing an obligation under this Agreement does not prevent enforcement of the provision at a later date. A waiver of a breach of one obligation does not amount to a waiver of any other obligation, and it will not prevent a party from subsequently requiring compliance with that obligation.

12.6 Severability. If any provisions of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement.

12.7 Entire Agreement. This Agreement and any Schedules constitute the complete agreement between the parties and supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter of this Agreement. If Institution's accounting representatives require the use of a purchase order to facilitate payment for Products and Services contemplated in this Agreement, Institution agrees any and all terms and conditions contained in such purchase order are null and void, and do not apply to this Agreement. OCLC will provide invoices in response to purchase orders solely to facilitate payment and for the convenience of Institution; in no case, however, will OCLC's issuance of an invoice constitute an acceptance of terms contained in a purchase order. OCLC provides Services and Products to Institution solely pursuant to this Agreement; OCLC shall never provide Services or Products pursuant to, or as a result of, a purchase order. Except as otherwise provided herein, this Agreement may not be amended or supplemented except in a writing duly executed by both parties.

12.8 Notice. Except as stated elsewhere in the Agreement all notices shall be in writing and shall be deemed sufficient if (a) received by a party via e-mail to the e-mail address for such party set forth in Section 1, (b) delivered by hand, or (c) sent by certified or registered mail, return receipt requested, to the address for such party set forth in Section 1, or to such other address as has been furnished by means of a notice given in accordance with this Section.

Notice Address for OCLC:
OCLC
6565 Kilgour Place
Dublin, Ohio 43017-3395
FAX: 614-764-0740
Attention: Legal Department
E-mail: legal@oclc.org

12.9 Counterparts This Agreement may be executed in counterparts and/or via facsimile transmission or electronic copy, any one or form of which will be deemed to constitute an original, but all of which will constitute one instrument.

Section 13 Special Terms for Group Orders Only

Where a lead institution in a consortium (the "Group Administrator") is ordering on behalf of itself and other consortium members, Section 13 applies:

13.1 Ordering. Group Administrator may order the Service on behalf of consortium members by completing the relevant portions of the agreed upon pricing or order document and agreeing to this Agreement. Group Administrator also orders and allocates authorizations and passwords for the Service on behalf of consortium members listed on the agreed upon pricing or order document. Group Administrator is not a buyer of the Service for resale. Any material change in group membership or group participation may result in commensurate changes in the fees for the applicable Service.

13.2 Consortium Member's Agreement. Group Administrator warrants, as the consortium agent, that it is authorized to and hereby binds consortium members to this Agreement and shall indemnify OCLC from all loss, expense and damage arising from a breach of such warranty. Group Administrator shall provide each consortium member with a copy of this Agreement prior to Product and Service activation. Each order for consortium members shall constitute a binding contract between OCLC and the consortium member.

13.3 Payment by Group Administrator. Group Administrator shall be liable for paying to OCLC all charges and applicable taxes for consortium members for the Products and Services in accordance with the terms of this Agreement.

13.4 Non-exclusivity. Nothing herein shall limit OCLC's right to distribute any Products or Services independent of Group Administrator.

ATTACHMENT A – OCLC SERVICE LEVEL AGREEMENT

This Service Level Agreement sets forth the service level and performance objectives of OCLC in providing the Hosted Services (as listed in Section 1 of this SLA) to Institution (the "Systems"). OCLC will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the Systems.

1. Covered OCLC Services

This SLA applies only to Hosted Services that are: (1) listed below; and (2) subscribed to by Institution.

WorldShare Acquisitions
WorldShare Circulation

WorldCat Discovery Services
Hosted CONTENTdm
Hosted EZproxy
WorldShare Interlibrary Loan
WorldShare License Manager
WorldShare Collection Manager
WorldShare Record Manager
Tipasa

2. Uptime Commitment

OCLC will use commercially reasonable efforts to ensure that the Hosted Services are available 99.5% of the time (the "Uptime Commitment"). Availability will be measured as follows:

- Availability = (T-D)/(T) * 100%
- T = the total number of minutes in the respective month.
- D = the total number of minutes of downtime in the month excluding planned outages for scheduled maintenance, telecommunications or power disruptions caused by third parties, any other causes beyond OCLC's reasonable control, and excluding other times described herein.

OCLC will notify Institution promptly of any factor, occurrence, or event coming to its attention likely to affect OCLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption in the Hosted Services.

Scheduled maintenance may occur any Sunday during a 4-hour window and may occasionally be extended. Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime. In the event planned emergency maintenance is required, OCLC will make commercially reasonable efforts to notify Institution in advance.

3. Systems Management

3.1 Monitoring. OCLC will monitor and maintain the Systems in working order each day (24 x 7). OCLC will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds.

3.2 Maintenance. OCLC will operate, monitor and administer all servers, applications and networks supporting the OCLC Services. In order to provide such coverage, OCLC may utilize a mixture of on-site and on-call support staff, automated server monitoring and automated paging technology.

3.3 Change Control. OCLC will install new equipment, software, releases, upgrades, fixes, patches and other items necessary to maintain the Systems to industry standards. OCLC will proactively gather information from appropriate server, peripheral, operating system or database vendors regarding upgrades, defect patches or fixes.

SCHEDULE 3
WorldCat Discovery Services

DESCRIPTION

WorldCat Discovery Services is a suite of cloud-based applications that enable people to search WorldCat® and discover more than 2 billion electronic, digital and physical holdings in a single search.

Additional Terms and Conditions:

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

1) **Discovery Service:**
   a. The Bibliographic Data, Holdings Data, OCLC and/or 3rd party databases and other content available through the Service may change from time to time and are subject to OCLC and/or third-party claims of copyright and other rights and may be subject to supplemental terms and conditions. The Product Description, documentation, features and/or functionality of the Service, and/or the WorldCat.org service may also change from time to time. In the event any such change materially reduces Institution's rights with respect to the Service or the WorldCat.org services Institution may terminate this Schedule by providing written notice to OCLC. Certain databases may only be accessed if Institution subscribes to that database through a third party.
   b. Bibliographic Data may not be stored other than temporarily as required for use authorized by the Agreement and shall not be otherwise transferred, or accessed by any other person not an Authorized User.
   c. Use of the Service for cataloging purposes is expressly prohibited. Institution may not resell the Service or the Bibliographic Data or other content accessible through the Service.
   d. Certain parts of the Service function properly only when interacting with a local library system which is compatible with and supported by the Service. A list of local library systems which are compatible with and supported by the Service is available from OCLC. Prior to placing its order, Institution should verify that its local library system is compatible with and supported by the Service.
   e. In the event Institution's local library system is or becomes incompatible with or unsupported by the Service at any time during the term of this Agreement OCLC may if requested by Institution make reasonable efforts to resolve the issue at OCLC's then current rates. If such efforts are unsuccessful OCLC or Institution may terminate this Schedule upon written notice to the other party.
2) **Third Party Database Terms:**
   a. **British Library Database.** Bibliographic Data made available from the British Library is licensed solely for non-commercial use. For the purpose of this Section "Non-Commercial Use" means internal or personal use solely for the purpose of resource discovery, learning, teaching, academic, or scientific research, private study, verification of bibliographic information, and/or the identification of materials to be ordered via interlibrary loan, from document vendors, or from other sources from which materials may be acquired, and specifically excludes transmission, selling on, redistribution or circulation of any form outside of Institution's organization or use in violation of the Agreement.
   b. **National Library of Medicine *(NLM Database)*.** Organizations or institutions may download NLM-produced citations and reuse these records within their organization or institution. NLM suggests that organizations limit the number of records to 1,000 per month. Since NLM makes corrections and enhancements to and performs maintenance on these records at least annually, you should plan to replace or correct the records once a year to ensure that they are still correct and searchable as a group.

      NLM databases are produced by a U.S. government agency and as such the contents are not covered by copyright domestically. They may be copyrighted outside the U.S. Some NLM produced data is from copyrighted publications of the respective copyright claimants. Users of the NLM databases are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are incorporated by reference. Users should consult legal counsel before using NLM-produced records to be certain that their plans are in compliance with appropriate laws.

Initials: _____ **Date:** _____

SCHEDULE 6
CONTENTdm®

DESCRIPTION
CONTENTdm is used by an Institution to build and publish their unique collections on the Web.

ADDITIONAL TERMS AND CONDITIONS
All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Services Agreement.

1) Subject to this Schedule and the Agreement, OCLC will provide Institution the Products and Services as specified in the CONTENTdm Order Form.

2) **Adobe.** Institution acknowledges that Adobe is the owner of certain proprietary information and intellectual property rights included in the Adobe products and the documentation. Adobe is a third party beneficiary entitled to enforce OCLC's rights and Institution's obligations hereunder and to seek appropriate legal and equitable remedies, including but not limited to, damages and injunctive relief, for Institution's breach of such obligations. In any dispute in which Adobe is a properly named party, this Schedule will be governed by and construed in accordance with the substantive laws in force in the state of California and the courts of Santa Clara County, California shall have non-exclusive jurisdiction over any such dispute.

Initials: _____ **Date:** _____

SCHEDULE 2
WorldShare Metadata/ OCLC Cataloging

DESCRIPTION

OCLC's cataloging and metadata services give Institution the tools needed to effectively manage the metadata for Institution's collection.

DEFINITIONS

A. "Guidelines" means the "Guidelines for Contributions to WorldCat" as modified from time to time. A current copy of the Guidelines is available at: http://www.oclc.org/worldcat/community/guidelines.en.html

B. "Policy" means the "WorldCat Rights and Responsibilities for the OCLC Cooperative" as modified from time to time as a result of the policy review process described therein. A current copy of the Policy is available at: http://www.oclc.org/en/worldcat/cooperative-quality/policy.html.

C. "Principles" means the WorldCat Principles of Cooperation as modified from time to time. A current copy of the Principles is available at: http://www.oclc.org/worldcat/community/principles.en.html

D. "WorldCat Data" is defined as set forth in the Policy.

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

ADDITIONAL TERMS AND CONDITIONS

1) **Responsibilities of Institution**

A. Institution shall create bibliographic records and related data for entering information into WorldCat consistent with the Guidelines maintained by OCLC and its advisory groups.

B. Institution using the Systems for cataloging agrees to abide by the Principles and the Guidelines.

C. Institution agrees that the use and transfer by the Institution of WorldCat Data is subject to the Policy.

D. If, during the term hereof, an Institution informs OCLC that bibliographic records it furnishes to OCLC for addition to WorldCat will be subject to usage or transfer restrictions beyond or in addition to those applicable under this Schedule, and if OCLC nevertheless elects to accept such records for addition to WorldCat, OCLC will so notify Institution, after which Institution's rights to access, use and transfer such records will be subject to said usage and transfer restrictions.

ACCEPTED

Initials: _____ **Date:** _____

SCHEDULE 14
ILLIAD
WorldShare Interlibrary Loan Services (ILL)

DESCRIPTION

WorldShare Interlibrary Loan is a resource sharing network to lend and borrow resources which allows users to quickly obtain global library content located in Institution'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.

ADDITIONAL TERMS AND CONDITIONS

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

Subject to this Schedule and the MSA, OCLC will provide Institution with the Products and Services as specified in the ILL agreed upon pricing document.

ACCEPTED

Initials: _____ **Date:** _____

SCHEDULE 9
WebDewey®

DESCRIPTION

WebDewey 2.0 is an online version of the complete Dewey Decimal Classification ("DDC") system. Using a standard Web browser, Institution has unlimited access to an enhanced version of the DDC 23 database.

ADDITIONAL TERMS AND CONDITIONS

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

1) Subject to the terms of this Schedule, OCLC hereby grants to Institution a nonexclusive, nontransferable and nonassignable license to: (i) access WebDewey; (ii) use WebDewey in accordance with this Schedule solely for the internal, noncommercial purpose of creating bibliographic records and metadata for materials (e.g., books, sound recordings) and electronic resources offered by Institution to its patrons, and (iii) post the DDC23 Summaries (i.e., the first three levels of the DDC – for example, 500 Science is Level 1, 510 Mathematics is Level 2, 513 Arithmetic is Level 3) on Institution's website solely for the internal, noncommercial purpose of organizing the resources made available to its patrons via such website. Such bibliographic records and metadata may display DDC numbers, but shall not display DDC captions. Such use of the DDC23 Summaries shall be accompanied by the following information, verbatim, on the initial screen:

The Dewey Decimal Classification is © 2003-2014*
OCLC Online Computer Library Center, Inc.
Used with Permission.
DDC, Dewey, Dewey Decimal Classification and WebDewey are registered trademarks/service marks of OCLC Online Computer Library Center, Inc.

[*Institution shall update the second year in this date range as appropriate.]

2) Institution may make copies of screen displays of the data accessible via WebDewey only as reasonably required for Institution's use of WebDewey as authorized hereunder; provided that such copying shall be no more extensive than is permitted by U.S. copyright law.

3) Termination of this Schedule shall not require the removal of DDC numbers added while this Schedule is effective in accordance with its terms.

4) The Sears List of Subject Headings is © EBSCO Industries, Inc. All rights reserved. Sears Subject Headings; Sears List; and Sears List of Subject Headings are trademarks of EBSCO Industries, Inc.

Initials: _____ **Date:** _____

Skulsky, Jim

From:	Johnson, Mary
Sent:	Tuesday, August 27, 2019 12:11 PM
To:	McNeil, Chuck; James Crowley, Wanda; JPLFinance
Cc:	Mitchell, Gretchen; Adkins, Charlene
Subject:	FW: administrative award request for OCLC, Inc.
Attachments:	administrative award request for OCLC_ Inc..pdf; OCLC Master Services Agreement and Schedules - JPL

Hi Chuck,

Attached are documents to receive an administrative award for issuance of a master agreement for OCLC, Inc.

A letter asking Procurement for an administrative award, the master agreement and the individual service Schedules are attached as "administrative award request for OCLC".

Carol Schlatter is the contact at OCLC. I have attached her email regarding the MSA for your information.

Thank you,

Mary Johnson
Librarian III
Jacksonville Public Library
Cataloging and Digitization Services
3435 University Blvd N.
Jacksonville, FL 32277-2464
(904) 630-1339
maryjohn@coj.net

Please note that under Florida's very broad public records law, e-mail communications to and from city officials are subject to public disclosure.

-----Original Message-----
From: P0733@coj.net <P0733@coj.net>
Sent: Tuesday, August 27, 2019 12:00 PM
To: Johnson, Mary <MaryJohn@coj.net>
Subject: administrative award request for OCLC, Inc.

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: UPK Libraray
Device Name: P0733

SOLE SOURCE AWARD **BID # SS-0320-15**

SUBJECT: ACCESS TO OCLC DATABASE FOR CATALOGING, INTER-LIBRARY LENDING & SERVICES

DEPARTMENT: LIBRARY

DESCRIPTION OF PURCHASE: Recommend approval to ratify the period of service from October 1, 2014 to date of award.

Recommend approval of sole source award to Online Computer Library Center, Inc. (OCLC) for access to the OCLC database for cataloging, inter-library lending and reference services. Period of service is from date of award through September 30, 2015 in the not to exceed amount of $110,000.00.

FUNDING SOURCE: PLJX011MBBS-04662

SOLE SOURCE AWARD TO: ONLINE COMPUTER LIBRARY CENTER, INC.

PRICE JUSTIFICATION: See Attached

TOTAL AWARD: $110,000.00 **Requisition #:** 160318

ATTACHMENTS: Recommendation Memo, Sole Source Form, Vendor Quote, Previous Awards

CERTIFICATION AS TO SOLE SOURCE: Barbara Gubbin, Director, Jacksonville Public Library

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 11/06/14

ACTION OF AWARDING AUTHORITY DATE: 11/7/14

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

FORM GB-113, Revised 12/2007

SOLE SOURCE AWARD BID # SS-0371-14

SUBJECT: ACCESS TO OCLC DATABASE FOR CATALOGING, INTER-LIBRARY LENDING & SERVICES

DEPARTMENT: LIBRARY

DESCRIPTION OF PURCHASE: RECOMMEND APPROVAL TO RATIFY THE PERIOD OF SERVICE FROM OCTOBER 1, 2013 TO DATE OF AWARD.

RECOMMEND APPROVAL OF SOLE SOURCE AWARD WITH OCLC ONLINE COMPUTER LIBRARY CENTER, INC. FOR ACCESS TO THE OCLC DATABASE FOR CATALOGING, INTER-LIBRARY LENDING AND REFERENCE SERVICES. PERIOD OF SERVICE IS FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2014 IN THE NOT TO EXCEED AMOUNT OF $105,508.00.

FUNDING SOURCE: PLJX011MBBS-04662
SOLE SOURCE AWARD TO: OCLC ONLINE COMPUTER LIBRARY CENTER, INC.

PRICE JUSTIFICATION: SEE ATTACHED

TOTAL AWARD: $105,508.00 Requisition #: 142663

ATTACHMENTS: RECOMMENDATION MEMO, SOLE SOURCE FORM, VENDOR LETTER & QUOTE, PREVIOUS AWARDS

CERTIFICATION AS TO SOLE SOURCE: BARBARA GUBBIN, DIRECTOR, JACKSONVILLE PUBLIC LIBRARY

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Annette Burney

MR

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

10/31/13
DATE

ACTION OF AWARDING AUTHORITY DATE: 11/1/13

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____
Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

FORM GB-113, Revised 12/2007

SOLE SOURCE AWARD BID # SS-0399-13

Subject: Access to OCLC Database for Cataloging, Inter-Library and Reference Services FY 13

Department: LIBRARY

Description of Purchase:

RECOMMEND APPROVAL OF SOLE SOURCE AWARD TO OCLC FOR THE PERIOD FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2013, IN THE AMOUNT OF $123,933.77 FOR ACCESS TO THE OCLC DATABASE.

Sole Source Award To: OCLC

Price Justification: SEE ATTACHMENT

Total Award: $123,933.77 **Requisition #** 126959

Attachments: RECOMMENDATION MEMO, SOLE SOURCE REQUEST, VENDOR LETTER , REQ., AND PREVIOUS AWARD

Certification as to Sole Source: LYNN JACOBSON, LIBRARY SUPERVISOR, INTEGRATED LIBRARY SYSTEM

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.204.

Buyer: _____ Gregory Pease, Chief Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN _____ *DATE* 11/29/12

ACTION OF AWARDING AUTHORITY DATE: 12/5/12

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Cleveland Ferguson, III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2012-17

FORM GB-113, Revised 12/2007