

The Review Board on Principles of Shared Data Creation and Stewardship has issued its final report recommending that the proposed *Policy on Use and Transfer of WorldCat Records* be withdrawn and a new policy drafted. OCLC has officially withdrawn this proposed policy.

Policy for Use and Transfer of WorldCat® Records

A. Intent of the Policy

OCLC® encourages and supports the widespread, non-commercial use of WorldCat Records (as defined below) for scholarship and research in furtherance of innovation that complements OCLC’s products and services for the benefit of libraries, museums and archives and their respective patrons by:

- (i) promoting the evolution of libraries, archives and museums, the use of their collections and the advancement of their professions;
- (ii) increasing availability of library, archive and museum resources to individual users; and/or
- (iii) furthering ease of access to and use of world-wide scientific, literary and educational knowledge and information.

This “Policy for Use and Transfer of WorldCat® Records” is designed to foster such use while protecting the rights of OCLC’s membership and its investment in WorldCat, and ensuring that the use of WorldCat Records hereunder provides a benefit to the OCLC membership. This Policy governs all Use and Transfer of WorldCat Records unless a separate written agreement is made with OCLC. Please read the entire Policy and the documents incorporated herein by reference to ensure full understanding of the Policy.

This Policy covers WorldCat Records as defined below. This Policy may also govern the Use and Transfer of WorldCat bibliographic data available through other services to the extent determined by OCLC. Please check the FAQ regularly for the applicability of this Policy to other services.

B. Definitions

1. “**Policy**” means this “Policy for Use and Transfer of WorldCat® Records”, as modified by OCLC from time to time.
2. “**WorldCat**” is the OCLC online union catalog, an electronic database of bibliographic records and other information maintained by OCLC;
3. A “**WorldCat Record**” is a bibliographic record meeting one or more of the following criteria unless otherwise specified by this Policy:
 - a. a bibliographic record obtained directly from WorldCat through the use of an OCLC product or service; or
 - b. a bibliographic record (i) identified as Derived from WorldCat by the party from which the WorldCat Record is received; or (ii) which is otherwise known by the

recipient to have been Derived from WorldCat at any time prior to receipt. Please see the FAQ for information on fields, subfields and other factors that can indicate whether a bibliographic record has been Derived from WorldCat.

The Use and Transfer of data extracted from a WorldCat Record is subject to this Policy whether or not the extracted data itself meets one or more of the criteria described in this Section B.3 and shall be included within the term “WorldCat Record”.

An OCLC Member or Non-OCLC Member may Use or Transfer the following without complying with this Policy: (i) a WorldCat Record designated in WorldCat as the Original Cataloging of the OCLC Member or Non-OCLC Member; or (ii) a bibliographic record which is not Derived from WorldCat whether or not the OCLC Member or Non-OCLC Member adds the OCLC control number to the record.

4. A bibliographic record in WorldCat is designated as the "**Original Cataloging**" of the agency represented in the OCLC MARC 040 field, subfield a (original cataloging agency).
5. The "**FAQ**" is the Frequently Asked Questions document providing more information regarding this Policy, as updated by OCLC from time to time, which is located at: <http://purl.org/oclc/wcrup-faq>.
6. An "**OCLC Member**" is an organization that is listed on OCLC's membership roster as a Governing Member or Member of OCLC.
7. A "**Non-OCLC Member**" is a library, museum or archive that is not an OCLC Member.
8. A "**Third-Party**" is any organization who is not an OCLC Member or a Non-OCLC Member.
9. A bibliographic record is "**Derived**" from WorldCat if it was copied or otherwise obtained from WorldCat at any time prior to receipt.
10. "**Use**" means use in accordance with the requirements and intent of this Policy without making a Transfer to another person or organization.
11. "**Non-Commercial Use**" means Use for the purposes of research, teaching, scholarship or private study provided such use is not Commercial Use.
12. "**Commercial Use**" means Use in any manner that supports, is intended for or directed toward or results in commercial advantage or monetary compensation, including, without limitation, any sale of WorldCat Records.
13. "**Reasonable Use**" means Use of WorldCat Records that is reasonable for the intended Non-Commercial Use and consistent with the intent of this Policy. Without limiting the foregoing, the term "Reasonable Use" does not include any Use of WorldCat Records that:
 - a. discourages the contribution of bibliographic and holdings data to WorldCat, thus damaging OCLC Members' investment in WorldCat, and/or

- b. substantially replicates the function, purpose, and/or size of WorldCat. Please see the FAQ for a discussion of Z39.50 for cataloging using WorldCat-derived bibliographic records.
- 14. **“Transfer”** means conveyance to another by exchange, merger, sharing, gift, providing the capability to download or otherwise electronically copy or any other means.
- 15. **“Commercial Transfer”** means Transfer of WorldCat Records for Commercial Use by the recipient.
- 16. **“Holdings”** means OCLC institution symbols attached to a record, indicating libraries that own, license or otherwise provide access to the item described by the record. An OCLC institution symbol is a unique identifier assigned by OCLC to OCLC Members.
- 17. **“WorldCat Record Use Form”** means the form prescribed by OCLC for purposes of contacting OCLC with proposals for Use and/or Transfer of WorldCat Records which are not authorized by this Policy. The WorldCat Record Use Form is located at: <http://purl.org/oclc/wcrup-form>.

C. Use of WorldCat Records

- 1. Each OCLC Member and Non-OCLC Member may Use WorldCat Records in accordance with this Policy.
- 2. Subject to the conditions set forth in this Policy, OCLC Members and Non-OCLC Members are granted the non-exclusive, world-wide, royalty-free right to Use WorldCat Records by:
 - a. reproducing WorldCat Records, incorporating WorldCat Records into works and basing works on WorldCat Records; and
 - b. displaying WorldCat Records, works incorporating WorldCat Records and works based on WorldCat Records;for Non-Commercial Use.
- 3. The following conditions apply to Use of WorldCat Records:
 - a. *Reasonable Use.* Use of WorldCat Records authorized by this Policy is limited to Reasonable Use except as otherwise authorized by written agreement with OCLC.
 - b. *Commercial Use Prohibited.* Commercial Use of WorldCat Records is prohibited unless OCLC has entered into a separate written agreement with the party wishing to make such Use. [OCLC has a standard agreement available which authorizes the processing of WorldCat Records received from OCLC Members and Non-OCLC Members.] The WorldCat Record Use Form should be used to initiate discussions with OCLC regarding an agreement authorizing Commercial Use of WorldCat Records.

D. Transfer of WorldCat Records

1. a. Subject to the conditions set forth in this Policy, an OCLC Member or a Non-OCLC Member may Transfer WorldCat Records of its own Holdings to other OCLC Members and Non-OCLC Members for Use in accordance with this Policy.
- b. An OCLC Member or a Non-OCLC Member may Transfer WorldCat Records of its own Holdings to a Third-Party who has entered into a separate agreement with OCLC authorizing the Third-Party's receipt of the WorldCat Records. The WorldCat Record Use Form should be used to initiate discussions with OCLC regarding such an agreement.
2. The following apply to Transfer of WorldCat Records:
 - a. *Attribution.* OCLC encourages OCLC Members and Non-OCLC Members to clearly identify WorldCat and OCLC Online Computer Library Center, Inc. as the source of WorldCat Records Transferred. Please see the FAQ for information about appropriate attribution of WorldCat and OCLC.
 - b. *Retention Encouraged.* OCLC encourages OCLC Members and Non-OCLC Members to retain the OCLC number (if any), the link to this Policy (if any) and any additional means of attribution (besides the link to this Policy) in any WorldCat Record Transferred.
 - c. *Commercial Transfer Prohibited.* Commercial Transfer of WorldCat Records is prohibited unless OCLC has entered into a separate written agreement with the party that will receive the WorldCat Records. The WorldCat Record Use Form should be used to initiate discussions with OCLC regarding an agreement authorizing Commercial Transfer of WorldCat Records.
 - d. *Copy of Policy.* OCLC encourages OCLC Members and Non-OCLC Members to provide a copy of this Policy (or a link by which this Policy may be accessed) to OCLC Members or Non-OCLC Members to whom they Transfer WorldCat Records..
3. The Transfer of WorldCat Records by an OCLC Member or Non-OCLC Member which do not represent its own Holdings requires submission of a WorldCat Record Use Form to OCLC for approval of the proposed Transfer. OCLC's approval of the Transfer described in the WorldCat Record Use Form: (i) must be in writing; (ii) may be conditioned upon agreement to additional terms and conditions determined by OCLC; and (iii) may be withheld by OCLC, without liability, within its sole discretion.
4. WorldCat Records, a work incorporating WorldCat Records or a work based on WorldCat Records which are Transferred may be Used by the recipient only under the terms of this Policy. Additional or different terms may not be imposed. OCLC encourages OCLC Members, Non-OCLC Members and Third-Parties to refrain from removing, hiding, deactivating or obscuring any link to this Policy in a WorldCat Record that is Transferred.

E. Additional Provisions

1. The rights to Use and Transfer WorldCat Records afforded by this Policy shall automatically terminate upon any breach of the terms of this Policy. The OCLC Member(s) and/or Non-OCLC Member(s) involved in any breach of this Policy shall provide such assistance as is reasonably requested by OCLC to remedy the breach.
2. **WORLDCAT RECORDS ARE PROVIDED AND/OR MADE AVAILABLE "AS IS". NEITHER THE ORIGINAL CATALOGING LIBRARY NOR OCLC WARRANTS THE COMPLETENESS OF WORLDCAT RECORDS.**
3. Neither this Policy nor the transactions contemplated herein serve to transfer any ownership right or interest in or to WorldCat or WorldCat Records, including, without limitation, the intellectual property rights therein.
4. When an organization makes bibliographic information available to OCLC which is subject to Use or Transfer conditions which are different than those set forth in this Policy, and OCLC nevertheless elects to accept the information for addition to WorldCat, OCLC will inform OCLC Members, Non-OCLC Members and appropriate Third-Parties of the conditions, and the rights to Use and Transfer such information will be subject to such conditions.
5. Regardless of the source from which WorldCat Records are received, Use and Transfer of WorldCat Records is authorized solely by OCLC pursuant to this Policy.
6. OCLC has the sole discretion to determine whether any Use and/or Transfer of WorldCat Records complies with this Policy. In the event OCLC identifies a Use and/or Transfer which does not comply with this Policy, OCLC shall notify the relevant OCLC Member(s) and/or Non-OCLC Member(s) and such parties agree to work with OCLC to resolve the noncompliance.
7. This Policy is the final, complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof. Once applicable to a given Use or Transfer of WorldCat Records, no provision of this Policy may be changed, modified or supplemented except in a written document signed by the parties. OCLC may issue a modified version of this Policy or a substitute for this Policy at any time and the modified or substitute version will apply to any Use and Transfer of WorldCat Records after the date of issuance (or other effective date specified by OCLC).
8. If any provision of this Policy is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Policy, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable. No term or provision of this Policy shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
9. This Policy shall be governed by and interpreted in accordance with the laws of the State of Ohio and the United States of America, without regard to principles of conflict of laws, except (i) as otherwise provided in a separate agreement with OCLC which incorporates this Policy; or (ii) as otherwise required by applicable law.