Third-Party Licensee Agreement

This agreement ("Agreement"), effective as of the date on which executed by both parties hereto, by and between ____________________________, hereinafter referred to as "Library", and ____________________________, a corporation organized and existing under the laws of the State of ____________________________, hereinafter referred to as "Third-Party Licensee".

WHEREAS, Library and Third-Party Licensee have contracted with each other, prior to or at the same time as this Agreement, for the supply of magnetic tape, FTP, or other electronic transfer and record processing services by Third-Party Licensee to Library, and may enter into additional such arrangements and/or contracts, in connection with which, Library has made or will make available to Third-Party Licensee copies of bibliographic data, library holdings and other information derived from the online database of such information maintained by OCLC Online Computer Library Center, Inc. (hereinafter "OCLC-Derived Records"), which contracts between Library and Third-Party Licensee are hereinafter referred to as "Contracts"; and

WHEREAS, in order for Library to continue making OCLC-Derived Records available to Third-Party Licensee, it is necessary that Third-Party Licensee provide assurances concerning its use of such Records.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, Library and Third-Party Licensee agree as follows:

1. All present, executory Contracts between Library and Third-Party Licensee will be deemed amended to include the terms of this Agreement, and all future Contracts between them, which are executed while this Agreement remains in effect, will be deemed to include such terms.

2. Third-Party Licensee will make no copies and no use of the OCLC-Derived Records except as necessary to carry out the Contracts, and acknowledges that delivery of the OCLC-Derived Records to Third-Party Licensee does not represent a transfer of ownership of the records or any copies thereof.

3. Third-Party Licensee agrees that it will not transfer or otherwise make available OCLC-Derived Records or copies thereof or derivative works made therefrom to any other party, and will promptly return to Library, at its request, all OCLC-Derived Records received in connection with each Contract, upon completion thereof, and all copies of such Records.

4. This Agreement is terminable by Third-Party Licensee at any time, with or without cause, by thirty (30) days prior written notices sent by prepaid certified first-class mail, with return receipt requested, to:

____________________________________________________ (Library)

Attention: __________________________________________________

and to: OCLC Online Computer Library Center, Inc.
6565 Kilgour Place
Dublin, Ohio 43017
Attention: General Counsel

Such addresses may be changed by Library and by OCLC by written notice to Third-Party Licensee sent by Prepaid registered or certified first-class mail, with return receipt requested, to:

____________________________________________________ (Third-Party Licensee)

Attention: __________________________________________________

All notices given in accordance with this Section 4 shall be deemed given on the date of proper deposit in the U.S. mail.

5. It is agreed that OCLC Online Computer Library Center, Inc. is intended to be a third party beneficiary of this Agreement.

6. Third-Party Licensee’s obligations under this Agreement, as they affect any Contract, which has become effective prior to the termination hereof, shall survive any such termination.

7. This Agreement is the final, complete and exclusive statement of the agreement between Library and Third-Party Licensee with respect to the subject matter hereof, and may not be terminated (other than as provided in Section 4 above), amended or canceled except by a writing signed by both parties hereto and, as a condition precedent to the effectiveness thereof, with a copy thereof furnished by Library to OCLC by the same means and at the same address as provided in Section 4 above. No waiver of any provision of this Agreement or of any right hereunder shall be deemed a further waiver of such provision or right, or a waiver of any other provision or right hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

____________________________________________________ (Library)

Date: _______________________________    By: ________________________________________________________

Title: _______________________________________________________

____________________________________________________ (Third-Party Licensee)

Date: _______________________________  By: ________________________________________________________

Title: _______________________________________________________