

THIRD PARTY CATALOGING AND RECORD PROCESSING AGREEMENT

This agreement ("Agreement"), effective as of the last date signed below, by and between \_\_\_\_\_, a not-for-profit institution organized and existing under the laws of the State of \_\_\_\_\_, hereinafter referred to as "Library", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, hereinafter referred to as "Vendor."

WHEREAS, Library and Vendor have contracted with each other, prior to or at the same time as this Agreement, for cataloging and other record processing services by Vendor to Library. Library has made, or will make, available to Vendor 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. (such database hereinafter referred to as "WorldCat®" and such bibliographic data, library holdings and other information hereinafter referred to as "OCLC-Derived Records"); and

WHEREAS, in order for Library to continue making OCLC-Derived Records available to Vendor, it is necessary that Vendor provide assurances concerning its use of such OCLC-Derived Records; and

WHEREAS, in order for Vendor to perform online cataloging services for the Library, it is necessary that Vendor provides assurances concerning its use of WorldCat.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, Library and Vendor agree as follows:

- 1. All present, executory contracts between Library and Vendor 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 (referred to herein as "Contracts").
2. Vendor 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 Vendor does not represent a transfer of ownership of the records or any copies thereof.
3. Vendor 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. Vendor's use of WorldCat will be for the exclusive purpose of providing cataloging services to the Library as agreed to herein. Vendor agrees that it will not download or export any records from WorldCat except as to fulfill its duties to the Library. Any other use is strictly prohibited. In the event that OCLC Online Computer Library Center, Inc. ("OCLC") is made aware that Vendor is using WorldCat for any purpose other than as authorized by this Agreement, OCLC shall have the right to immediately suspend Vendor's access to WorldCat. At OCLC's request, Library will terminate this Agreement immediately upon knowledge that Vendor has used WorldCat for any purpose other than as authorized by this Agreement.
5. Library hereby grants to OCLC, other OCLC Governing Members, Members, Participant, users and OCLC designees an irrevocable, nonexclusive, royalty-free, sublicenseable, world-wide right to copy, display, publish, prepare derivative works from, distribute and use all bibliographic records, holdings and other information supplied to OCLC during the term of this Agreement by Library or any Governing Member, Member or other entity acting on its behalf, under any copyright, patent, secrecy or other proprietary right therein owned or controlled by Library.
6. This Agreement is terminable by either party 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: \_\_\_\_\_

OCLC Online Computer Library Center, Inc.
6565 Kilgour Place
Dublin, Ohio 43017
Attention: WorldCat Quality Management Division
With copy to General Counsel

\_\_\_\_\_ (Vendor)
\_\_\_\_\_

Attention: \_\_\_\_\_

Such addresses may be changed by any party by written notice to the other party sent by prepaid certified first-class mail, with return receipt requested, to the addresses above. All notices given in accordance with this Section 6 shall be deemed given on the date of proper deposit in the U.S. mail.

- 7. It is agreed that OCLC is intended to be a third party beneficiary of this Agreement.
8. Vendor's obligations under this Agreement, as they affect any Contract, which has become effective prior to the termination hereof, shall survive any such termination.
9. This Agreement is the final, complete and exclusive statement of the agreement between Library and Vendor with respect to the subject matter hereof, and may not be terminated (other than as provided in Section 6 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 6 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.

Vendor: \_\_\_\_\_

Library: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Library OCLC Holding Symbol: \_\_\_\_\_