Third-Party Licensee Agreement

This agreement ("Agreement"). effective as of the date on which executed by both parties hereto, 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 "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:

__________________________________________________________
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:

____________________________________________________________
Attention: __________________________________________________

Date: _______________________________    By: ________________________________________________________
Title: ______________________________________________________

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