



**INDIVIDUAL INSTITUTION ORDER FORM FOR OCLC LANGUAGE SETS COLLECTIONS**

MAILING ADDRESS			
INSTITUTION NAME	OCLC SERVICE PARTNER	OCLC SYMBOL	
CONTACT NAME	DEPT. OR LIBRARY		
STREET ADDRESS	P.O. BOX	BUILDING (WHEN APPROPRIATE)	
CITY	STATE	ZIP OR POSTAL CODE	COUNTRY OR REGION
PHONE	FAX	E-MAIL ADDRESS	

BILLING ADDRESS			
INSTITUTION NAME	OCLC SERVICE PARTNER	OCLC SYMBOL	
CONTACT NAME	DEPT. OR LIBRARY		
STREET ADDRESS	P.O. BOX	BUILDING (WHEN APPROPRIATE)	
CITY	STATE	ZIP OR POSTAL CODE	COUNTRY OR REGION
PHONE	FAX	E-MAIL ADDRESS	

MARC RECORD CONTACT INFORMATION		ARE YOU TAX EXEMPT?
<b>Name:</b> An OCLC Representative will contact you for more information regarding your cataloging specifications	E-mail:	<input type="checkbox"/> YES <input type="checkbox"/> NO OCLC must receive a copy of Tax-exempt certificate. Please mail or fax a copy of the certificate with your order form.

PHYSICAL PROCESSING OPTIONS			
PLEASE CHOOSE THE PACKAGE THAT BEST MEETS YOUR NEEDS. THEN CHOOSE THE PROCESSING OPTIONS WITHIN THAT PACKAGE			
<input type="checkbox"/> No Physical Processing Requested	<input type="checkbox"/> <b>PACKAGE #1</b> <input type="checkbox"/> Print Labels <input type="checkbox"/> Attach labels <input type="checkbox"/> Attach label covers <input type="checkbox"/> Record printout		<input type="checkbox"/> <b>PACKAGE #2</b> <input type="checkbox"/> Print Labels <input type="checkbox"/> Attach labels <input type="checkbox"/> Attach label covers <input type="checkbox"/> Record printout
	<input type="checkbox"/> Property stamp in one place <input type="checkbox"/> Attach date due slip <input type="checkbox"/> Attach library-supplied barcode <input type="checkbox"/> Attach security strip <input type="checkbox"/> Attach card pocket		

Set Name/Titles per set	Shipment Months Available	No. of shipments	Duplicate copies	Total no. of sets	Cost per set	Total set costs
Arabic Adult DVD 5	Jun				\$295.00	
Arabic Adult Fiction 25	Jul/Jan				\$885.00	
Arabic Adult Mix 25	Aug/Nov/Mar/Jun				\$885.00	
Arabic Juvenile 25	Aug/Nov/Feb/May				\$885.00	
Arabic Music CDs 20	Jan				\$840.00	
Arabic Family Health 25	Dec				\$915.00	
Chinese Adult Mix 25	Monthly				\$860.00	
Chinese Adult Fiction 25	Aug/Oct/Dec/Feb/Apr/Jun				\$860.00	
Chinese Juvenile 25	Jul/Sep/Nov/Jan/Mar/May				\$860.00	
Chinese Adult Mix 50	Sep/Dec/Mar/Jun				\$1,610.00	
Chinese Adult Fiction 50	Jul/Sep/Jan/Mar				\$1,610.00	
Chinese Adult DVD 5	Jul/Sep/Nov/Jan/Mar/May				\$295.00	
Chinese Children Bilingual 20	Dec/Jul				\$795.00	
Chinese Native Authors Adult Mixed 25	Jan/Jan				\$925.00	
Chinese Music CDs 20	Feb/Aug				\$840.00	
Chinese Children Summer Reading 25	Apr				\$925.00	
Chinese Picture Books 25	Aug/Nov/Feb/May				\$925.00	
Chinese Young Adults 20	Aug/Dec/Apr				\$740.00	
Chinese Personal Finance 20	Feb				\$815.00	
Chinese Citizenship 10	Mar				\$415.00	
Chinese Family Health 25	Oct				\$915.00	
Gujarati Adult Mix 20	Jul/Oct/Dec/Feb				\$605.00	
French Adult Mix 25	Jul/Jan				\$995.00	
French Adult Fiction 25	Dec/Mar				\$995.00	
French Juvenile 25	Aug/Feb				\$995.00	
German Adult Mix 25	Sep/Feb				\$1,300.00	
German Adult Fiction 25	Dec/Mar				\$1,300.00	
German Juvenile 25	Jan/Jan				\$1,300.00	
Hindi Adult DVD 5	Aug/Oct/Dec/Feb/Apr/Jun				\$295.00	
Hindi Adult Mix 25	Jul/Sep/Nov/Jan/Mar/May				\$885.00	

Hindi Juvenile 25	Aug/Oct/Dec/Feb/Apr/Jun					\$885.00	
Hindi Native Authors Adult Mixed 25	Aug/Feb					\$975.00	
Hindi Music CDs 20	Aug/Nov/Feb/Jun					\$840.00	
Hindi Children Summer Reading 25	Apr					\$975.00	
Hindi Young Adults 20	Sep/Apr					\$760.00	
Hindi Picture Books 25	Jul/Dec					\$975.00	
Hindi Personal Finance 20	Mar					\$815.00	
Hindi Family Health 25	Jun					\$915.00	
Japanese Adult Mix 25	Jul/Sep/Nov/Jan/Mar/May					\$885.00	
Japanese Adult Fiction 25	Nov/May					\$885.00	
Japanese Juvenile 25	Jul/Jan					\$885.00	
Japanese Adult Mix 50	Aug/Oct/Feb/Jun					\$1,665.00	
Japanese Adult Fiction 50	Jul/Oct/Jan/Apr					\$1,665.00	
Japanese Native Authors Adult Mixed 25	Sep					\$975.00	
Japanese Music CDs 20	Oct/Apr					\$840.00	
Japanese Children Summer Reading 25	Apr					\$975.00	
Japanese Picture Books 25	Dec/Jun					\$975.00	
Japanese Young Adults 20	Aug/Feb					\$760.00	
Japanese Personal Finance 20	Oct					\$815.00	
Japanese Family Health 25	Jun					\$915.00	
Korean Adult Mix 25	Jul/Sep/Nov/Jan/Mar/May					\$885.00	
Korean Adult Fiction 25	Aug/Oct/Dec/Feb/Apr/Jun					\$885.00	
Korean Juvenile 25	Jul/Sep/Nov/Jan/Mar/May					\$885.00	
Korean Adult Mix 50	Aug/Oct/Feb/Jun					\$1,665.00	
Korean Adult Fiction 50	Jul/Sep/Jan/Mar					\$1,665.00	
Korean Native Authors Adult Mixed 25	Oct					\$975.00	
Korean Music CDs 20	Oct/Apr					\$840.00	
Korean Children Summer Reading 25	Apr					\$975.00	
Korean Picture Books 25	Jul/Jan					\$975.00	
Korean Personal Finance 20	Nov					\$815.00	
Korean Young Adults 20	Jan/Jun					\$760.00	
Korean Family Health 25	Aug					\$915.00	
Panjabi Adult Mix 20	Aug/Nov/Mar/Jun					\$605.00	
Russian Adult Mix 25	Jul/Sep/Nov/Jan/Mar/May					\$860.00	
Russian Adult Fiction 25	Aug/Oct/Dec/Feb/Apr/Jun					\$860.00	
Russian Juvenile 25	Jul/Sep/Nov/Jan/Mar/May					\$860.00	
Russian Adult Mix 50	Aug/Oct/Feb/Jun					\$1,610.00	
Russian Adult Fiction 50	Jul/Sep/Jan/Mar					\$1,610.00	
Russian Adult DVD 5	Aug/Oct/Dec/Feb/Apr/Jun					\$295.00	
Russian Native Authors Adult Mixed 25	Aug/Feb					\$925.00	
Russian Music CDs 20	Sep/Mar					\$840.00	
Russian Children Summer Reading 25	Apr					\$925.00	
Russian Picture Books 25	Aug/Dec/Apr					\$925.00	
Russian Young Adults 20	Oct/Feb/Jun					\$740.00	
Russian Personal Finance 20	Oct					\$815.00	
Russian Family Health 25	Aug					\$915.00	
Spanish Homework Help High School 10	Aug					\$445.00	
Spanish Homework Help Middle School 10	Aug					\$445.00	
Spanish Adult Mix 50	Jul/Sep/Jan/Mar					\$1,405.00	
Spanish Adult Mix 25	Aug/Oct/Dec/Feb/Apr/Jun					\$730.00	
Spanish Adult Fiction 25	Jul/Sep/Nov/Jan/Mar/May					\$730.00	
Spanish Adult Fiction 50	Aug/Oct/Feb/Jun					\$1,405.00	
Spanish Juvenile Books 25	Aug/Oct/Dec/Feb/Apr/Jun					\$730.00	
Spanish Adult DVD 10	Jul/Sep/Nov/Jan/Mar/May					\$520.00	
Spanish Children Bilingual 20	Aug/Apr					\$795.00	
Spanish Native Authors Adult Mixed 25	Sep/Mar					\$875.00	
Spanish Music CDs 20	Sep/Mar					\$840.00	
Spanish Children Summer Reading 25	Apr					\$875.00	
Spanish Picture Books 25	Sep/Jan					\$875.00	
Spanish Young Adults 20	Nov/Apr					\$720.00	
Spanish Personal Finance 20	Jul					\$815.00	
Spanish Citizenship 10	Mar					\$415.00	
Spanish Family Health 25	May/Oct					\$915.00	
Urdu Adult Mix 20	Jul/Oct/Dec/Feb					\$605.00	
Vietnamese Adult Mix 25	Aug/Oct/Dec/Feb/Apr/Jun					\$860.00	
Vietnamese Adult Fiction 25	Jul/Sep/Nov/Jan/Mar/May					\$860.00	
Vietnamese Juvenile 25	Aug/Oct/Dec/Feb/Apr/Jun					\$860.00	
Vietnamese Adult Mix 50	Jul/Sep/Jan/Mar					\$1,610.00	

Vietnamese Adult Fiction 50	Aug/Oct/Feb/Jun					\$1,610.00	
Vietnamese Adult DVD 5	Aug/Nov/Feb/Jun					\$295.00	
Vietnamese Music CDs 20	Oct/Apr					\$840.00	
Vietnamese Children Summer Reading 25	Apr					\$925.00	
Vietnamese Picture Books 25	Jul/Nov					\$925.00	
Vietnamese Personal Finance 20	Feb					\$815.00	
Vietnamese Family Health 25	Dec					\$915.00	

Totals:							
<b>Physical processing</b>	<b>Option Selected #</b>		<b># of items:</b>		<b>Cost Per Item:</b>		<b>Total Proc Cost:</b>
Single Set Discount of %	Discount Available On Sets Ordered Through	Based On Set Price Only					
Duplicate set discount 20%	Number of Duplicate Sets:		Duplicate Set Discount Percentage:			20.00%	

Comments:	<b>TOTAL:</b>
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**PAYMENT METHODS**

Bill through my OCLC Service Partner  
 Bill the library directly  
 Please bill to account # \_\_\_\_\_  
 Please use P.O. # \_\_\_\_\_ for this order

BY SIGNING BELOW, THE LIBRARY AGREES TO THE TERMS ON THIS FORM

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN THIS COMPLETED FORM AND SIGNED TERMS AND CONDITIONS\* TO:**

OCLC LANGUAGE SETS, MC 437 6565 Kilgour Place Dublin, OH 43017  
 Or, Fax: 888-339-3921 or 614-798-5728

Questions may be E-mailed to langsets@oclc.org

\*Terms and Conditions required only for the first-time Language Sets orders.

## OCLC LANGUAGE SET TERMS AND CONDITIONS

1. **Warranties.** OCLC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, AND ASSUMES NO OTHER OBLIGATIONS IN ADDITION TO THOSE PROVIDED FOR IN THESE TERMS. LIBRARY AGREES THAT THE MATERIALS PROVIDED BY HEREUNDER ARE NOT CONSUMER GOODS FOR PURPOSES OF FEDERAL OR STATE WARRANTY LAWS.
2. **Liability.** Neither party shall be liable for indirect, consequential, incidental, or exemplary damages in connection with performance of this project, whether based on tort, contract, or any other legal theory, and whether or not the other party had prior notice thereof. In no event (even if the exclusivity or limitation of liability provided for in this Section, 2.0, is, for any reason, held unenforceable), shall OCLC's liability exceed reimbursement of the amount of actual payments made by Library to OCLC under these Terms in any three (3) month period.
3. **Library's Rights.** Library may use, copy, display and distribute, and make derivative works from, copies of all records received or obtained by it from OCLC during the term of this project, and of all derivative works made therefrom, solely in accordance with the document entitled Guidelines for the Use and Transfer of OCLC-Derived Records, a copy of which is attached. All records received or obtained from OCLC shall be deemed to be "records" for purposes of those Guidelines.
4. **Payment Terms.** Payment is due within thirty (30) days from the invoice. OCLC reserves the right to apply its generally prevailing late payment charge, which is currently 1.5% per month, to all late payments.
5. **General.** The Library and OCLC's rights and obligations under Section 3.0 shall survive the expiration or termination of this project. These Terms shall be governed by, subject to, and construed according to the laws of the State of Ohio. Neither party shall be liable for delays or failure to perform arising from causes beyond its reasonable control and not caused by its negligence or fault.
6. **Returns.** While OCLC may accept returns of damaged material, the acceptance of any returned materials will be within OCLC's sole discretion and OCLC reserves the right to charge a ten percent (10%) restocking fee for any returned materials.
7. **Substitutions.** Materials included in pre-selected Language Sets will be determined by OCLC and OCLC reserves the right to make substitutions in materials at its sole discretion.

If OCLC Machine Readable Cataloging (MARC) records are delivered as part of the service, the following terms apply:

### I. GUIDELINES (See Definitions in Part II below.)

#### Guidelines for the Use and Transfer of OCLC-Derived Records (Revision of November 16, 1987)

1. Each member and nonmember library may use records without restriction, and may transfer records of its own holdings without restriction to other libraries.
2. In addition to transfers to libraries, each member and nonmember library may transfer records of its own holdings without restriction, to (a) member networks, (b) state and multi-state library agencies and (c) all other noncommercial firms.
  - a. Member networks may produce and transfer to any member library, copies on magnetic tape of records used or inserted into the OCLC database by the library. Each member network also may process records of the holdings of any member or nonmember library which has employed and agreed to pay it for that service, provided the member network has first signed either an individual agreement with the library, or a general agreement with OCLC, containing measures agreed upon by OCLC and the member network for protection of the records it has been employed to process. Any other use and transfer of records by member networks will be as provided in separate understandings with OCLC.
  - b. The use and transfer of records by library systems or projects operated by or under the aegis of one or more state or national library agencies will be as provided in separate understandings with OCLC. Such understandings may include (i) arrangements to incorporate state or national bibliographic databases into the OCLC system, (ii) paid-up licenses to use records in state or national programs (e.g., by means of payments for OCLC multi-institution tapes) and/or (iii) any other understandings that will facilitate state or national programs as well as the maintenance and enhancement of the OCLC database.
  - c. The use and transfer of records by any other organizations to which transfers are made under this Guideline 2 will be as provided in separate understandings with OCLC.
3. In addition, each member and nonmember library may transfer records of its own holdings to commercial firms which the library has employed and agreed to pay to process such records, provided that each commercial firm has first signed an individual agreement with the library, or OCLC has advised the library that the commercial firm has signed a general agreement with OCLC, in either case containing measures agreed upon by OCLC and the commercial firm for protection of the records it has been employed to process. In addition, each member and nonmember library may make any other transfers of records to commercial firms, subject to prior written agreements with OCLC. However, there is no requirement for prior written agreements (a) for transfers made under Guideline 1 above to libraries operated by commercial firms or (b) for transfers to commercial firms by former OCLC member libraries of records of their holdings, so long as the libraries maintain no continuing user status with OCLC.
4. When a nonmember organization makes bibliographic information available to OCLC which is subject to usage or transfer restrictions imposed by such nonmember organization, and OCLC nevertheless elects to accept the information for addition to the OCLC database, OCLC will notify libraries to which it makes the information available, and rights to use and transfer records based on such information will be subject to the same restrictions.
5. When transfers under Guideline 1 above are made to machine-readable union catalogs accessible by nonmember libraries, it is requested that machine-readable copies of the records of such union catalogs be submitted to OCLC.

OCLC, at its own expense, will have the right to add such records to its database for all uses consistent with its chartered purposes.

6. The Guidelines above apply to all uses and transfers of records except where a mutually acceptable agreement establishing broader or narrower rights is made with OCLC relating to a specific product or service.

## II. DEFINITIONS

1. The term "**member library**" means a general member of OCLC as defined in its Code of Regulations.
2. The term "**nonmember library**" means any library other than a member library.
3. A "**member network**" is an OCLC-affiliated regional, state or multi-state library network organization which is in contract with OCLC to provide OCLC services and products, or to assist OCLC to provide such services and products, to general members of OCLC.
4. A "**commercial firm**" is any organization permitted, under applicable law, to operate on a for-profit basis.
5. The term "**records**" means bibliographic records and holdings data (including copies thereof) derived from the OCLC database, including derivative works made from such records, and either received in machine-readable form or converted by the transferee into machine-readable form. The term also includes such records when held only in eye-readable form, in the case of proposed transfers to commercial firms. However, records do not include, as to any member or nonmember library (a) bibliographic records designated in the OCLC database as original cataloging by such member or nonmember library and (b) bibliographic records derived by such member or nonmember library from sources other than the OCLC database and to copies of which in the OCLC database its holdings symbol has been attached by tapeloading. Such excluded records are freely transferable and are not dealt with in these Guidelines. OCLC-derived records held only in eye-readable form are freely transferable except to commercial firms.
6. The terms "**transfer**" and "**transfer of records**" refer to all sales, exchanges, gifts, sharing and other transfers, and all online access except online access provided to end-user patrons of a library in authorized possession of the records.