



New Order

Change

OCLC CATEXPRESS GROUP ORDER

MAILING INFORMATION

Group Name		Network, Service Center or Distributor	OCLC Symbol (for group)
Contact Name (first name, surname)		Job Title	Department or Library
Street Address		P.O. Box	Building (when appropriate)
City	State or Province	ZIP or Postal Code	Country or Region
Telephone Number	Fax Number	E-mail Address	

BILLING INFORMATION (If different from above)

Bill monthly Bill Annually

Institution Name		Network, Service Center or Distributor	OCLC Symbol (for billing)
Contact Name (first name, surname)		Job Title	Department or Library
Street Address		P.O. Box	Building (when appropriate)
City	State or Province	ZIP or Postal Code	Country or Region
Telephone Number	Fax Number	E-mail Address	

CATEXPRESS FILE PICK-UP

If individual libraries are not picking up their own records, please indicate the name and OCLC symbol of the party that will pick them up.

Name _____ OCLC Symbol _____

GROUP INFORMATION (For additional group member information, complete the following page as often as necessary)

Please complete the following information for each member of the group that will receive a CatExpress authorization and be covered by CatExpress pricing. **You must complete an OCLC CatExpress Individual Order form for each member of the group.**

OCLC Symbol	Member Name	Estimated Number of Titles Cataloged Annually

SIGNATURES

By signing below, the individual submitting this order, representing the Central Member and as Agent for the Group Members, warrants that he/she is authorized to sign or submit this order on behalf of the Central Member and Group Members, has read and agrees on behalf of those institutions to the current version of the OCLC CatExpress Service Terms and Conditions which accompany this form, warrants that he/she is authorized to bind the institutions to such terms, and orders the OCLC CatExpress Service.

SPECIAL CODE

_____ Date _____
Authorized Signature

OCLC CatExpress® Service Terms and Conditions

The terms and conditions set forth herein ("Agreement") describe the respective responsibilities and duties of OCLC Online Computer Library Center, Incorporated ("OCLC"), the OCLC-affiliated regional network, if any ("Network") identified in the OCLC CatExpress Service order form ("Order Form") and the institution identified in the Order Form ("Institution") with respect to Institution's order ("Order") of the OCLC CatExpress Service.

1. OCLC CatExpress Service.

A. The "OCLC CatExpress Service" means a fixed price cataloging option made available solely to libraries that are not OCLC General Members (as that term is defined and described in OCLC's Code of Regulations) that permits each such Institution ordering the OCLC CatExpress Service to obtain access to OCLC's cataloging system, WorldCat (the OCLC Online Union Catalog), for the purpose of performing web-based copy cataloging of a pre-established number of titles, as specified in the Order, setting bibliographic holdings, and downloading the cataloged records from the OCLC CatExpress Service web site.

2. Terms for OCLC CatExpress Service.

A. General.

Institution's access to and use of OCLC's online cataloging system and the OCLC CatExpress Service shall be governed by this Agreement, including the Guidelines for the Use and Transfer of OCLC-Derived Records, the current version of which is set forth in Section 4 of this Agreement.

B. Annual Fee and Term.

The OCLC CatExpress Service permits the Institution to place an Order for up to a specified limited number ("Limit") of bibliographic records ("Records") that Institution may obtain through copy cataloging via the OCLC CatExpress Service during a one (1) year period (the "Term").

C. Limit and Records.

The Limit shall expire upon the expiration of the Term, regardless of whether Institution has reached the Limit for which it has paid the corresponding Annual Fee. No refunds will be issued for the unused portion of the Limit. Institution may not exceed the Limit during the applicable Term. Cataloging in excess of the Limit during the Term by more than an incidental number of Records shall constitute a breach of this Agreement, and Institution may be charged on a per-Record basis for any Records obtained in excess of the Limit, or, at OCLC's sole option, OCLC and Network may require that Institution's renewal Order of the OCLC CatExpress Service be at a Limit (and Annual Fee) commensurate with the actual number of Records cataloged and/or obtained by Institution during the previous Term under the OCLC CatExpress Service. OCLC reserves the right to suspend availability of the OCLC CatExpress Service in the event Institution exceeds the Limit by more than an incidental number of Records.

Records obtained from WorldCat (the OCLC Online Union Catalog), are subject to the Guidelines for the Use and Transfer of OCLC-Derived Records ("Guidelines") set forth in Section 4, below. By its Order, Institution agrees to abide by such Guidelines for all Records obtained hereunder.

Institution is responsible for obtaining Internet access and a Web browser (or similar access software) sufficient to enable access to the OCLC CatExpress Service. Institution is solely responsible for all security for its authorization numbers and passwords for the OCLC CatExpress Service, and all use (including unauthorized use) of the OCLC CatExpress Service initiated by such authorization and password. Institution shall promptly notify OCLC in writing if its password and/or authorization number is lost or stolen. As its sole obligation with respect thereto, OCLC shall exert reasonable efforts to maintain the confidentiality of Institution's password and authorization number in OCLC's possession and shall terminate any lost or stolen password and authorization number and reissue a new password and authorization number upon receipt of Institution's notice, provided that Institution is in compliance with this Agreement.

Institution shall not use the authorization number and password outside the territorial limits of the country indicated by Institution's address on the front of this form. Institution shall be

the exporter and importer of record of products and services delivered to it by OCLC outside the U.S., and shall pay and/or comply with all applicable export and import laws, customs, regulations, tariffs, duties and fees, and procurement, data and technology transfer laws. To the extent permitted by applicable law, Institution shall be responsible for all costs and damages arising from any failure of Institution to meet its obligations under this Section. OCLC's and Network's obligations hereunder are contingent upon Institution obtaining the necessary export licenses from federal agencies of the U.S.

D. Payment.

In consideration of Institution's use of WorldCat, the OCLC online cataloging system, and Records obtained under the OCLC CatExpress Service, Institution agrees to pay Network (or OCLC directly, if Institution does not have an OCLC-affiliated regional Network) the then-current Annual Fee (as reflected in OCLC's then-current price list) that corresponds to Institution's stated Limit, payable for each Term in either a single upfront payment or twelve (12) equal monthly payments, within thirty (30) days following receipt of Network's (or OCLC's) invoice. Charges are exclusive of taxes and shall be paid in U.S. dollars. Accounts not paid within thirty (30) days after the date of invoice shall be deemed delinquent and are subject thereafter to interest charges of twelve percent (12%) per annum on the unpaid balance. OCLC reserves the right to suspend availability of the OCLC CatExpress Service to a delinquent account.

E. Grant of License.

Institution agrees that its use and transfer of copies of all records from OCLC obtained by Institution under this Agreement, and of all derivative works made therefrom, will be in accordance with the latest revision received from time to time of the document Guidelines for the Use and Transfer of OCLC-Derived Records (or any future substitute therefor), a copy of the current version of which is set forth in Section 4. Institution's rights under this Section E include non-exclusive licenses permitting Institution's library to use, copy, display and distribute the catalog records and derivative works referred to herein under all copyrights owned or controlled by OCLC.

Institution hereby grants to OCLC, its users and designees, the perpetual, non-exclusive, royalty-free, transferable, worldwide right to use (in compilations and otherwise), copy, display, publish, prepare derivative works from and distribute all bibliographic holdings and other information supplied to OCLC by Institution under this Agreement, under any copyright, patent, secrecy or other proprietary right therein owned or controlled by the Institution.

If, during the term hereof, an organization from which OCLC acquires bibliographic records for addition to WorldCat informs OCLC that records it thereafter furnishes to OCLC will be subject to usage or transfer restrictions beyond or in addition to those applicable under this Section, and if OCLC nevertheless elects to accept such records for addition to the OCLC database, it will so notify Institution, with full details, after which, Institution agrees that its rights to access, use and transfer such records will be subject to said usage and transfer restrictions.

The parties' rights and obligations under this Section shall survive the expiration or termination of this Agreement.

3. Miscellaneous.

A. Warranties and Limitation of Liabilities.

Machine-readable copies of bibliographic Records with associated local holdings data, in OCLC MARC format, resulting from the use of the OCLC CatExpress Service under this Agreement, are available from OCLC AS IS and in the format in which they exist in WorldCat.

OCLC EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION

THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE WITH RESPECT TO THE OCLC CATEXPRESS SERVICE AND ASSUMES NO OTHER OBLIGATIONS IN ADDITION TO THOSE PROVIDED FOR IN THIS SECTION, 3.A.

OCLC SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER BASED IN TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT OCLC HAD PRIOR NOTICE THEREOF. IN NO EVENT (EVEN IF THE EXCLUSIVITY OR LIMITATION OF LIABILITY PROVIDED FOR IN THIS SECTION 3.A IS, FOR ANY REASON, HELD UNENFORCEABLE), SHALL OCLC'S OR NETWORK'S LIABILITY EXCEED REIMBURSEMENT OF THE AMOUNT OF ACTUAL PAYMENTS MADE BY THE INSTITUTION TO OCLC OR NETWORK UNDER THIS AGREEMENT.

B. Default.

The following are defined as events of default:

- (i) Failure to pay amounts when due and not reasonably in dispute within ten (10) days after receipt of written notice of nonpayment;
- (ii) Failure to remedy, or to diligently take necessary corrective action to remedy within a reasonable time, any material breach of an obligation under this Agreement within twenty (20) days after receipt of written notice of said breach;
- (iii) If there is a transfer or assignment of the majority interest of a party for the benefit of creditors; if a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of its property; or if a party is adjudicated a bankrupt; and such conditions are not remedied to the reasonable satisfaction of the other party within sixty (60) days after written notice has been given to the defaulting party.

In any event of default, the nondefaulting party shall have the right to terminate or suspend performance under the Agreement without liability therefor.

C. Renewal

No later than ninety (90) days prior to the expiration of the Term or any renewal Term, OCLC and Network may, but shall not be required to, offer Institution the opportunity to renew its Order for an additional Term at then-current pricing, and, if needed, may assist Institution in determining the appropriate Limit for Institution's library operations. Institutions given the opportunity to renew shall have their Orders automatically renewed for an additional Term and shall be invoiced for the corresponding fees unless they give OCLC written notice of their intention not to renew at least thirty (30) days prior to the expiration of the then-current Term.

D. Cancellation

Institution may cancel its Order or renewal Order upon thirty (30) days prior written notice. The following terms shall apply to cancelled Orders:

- i. Institutions who have performed no OCLC CatExpress Service activity during the then-current Term will receive full credit for fees paid for the uncompleted Term less a cancellation handling charge of \$25.00.
- ii. If Institution has performed OCLC CatExpress Service during the then-current Term, Institution may request a credit of its unused fees paid to OCLC. Such credits will be pro-rated based on the amount of activity Institution has performed and reduced by a cancellation handling charge of \$25.00
- iii. Credits issued pursuant to Section 3.D(i) and (ii) above may be redeemed only for the purchase of OCLC products and services and expire two (2) years after the date of issue. Credits may not be redeemed for cash or in any other manner.
- iv. This Section 3.D does not apply to cancellations in the first month of the 13/12 Introductory Pricing Option, if offered to Institution. Instead, such cancellations will result in no invoice being sent to Institution.

4. Guidelines for the Use and Transfer of OCLC-Derived Records.

I. GUIDELINES

(See Definitions in Part II below.)

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.
5. **Special Terms for Group Orders Only.**

If Institution is ordering on behalf of itself and other qualifying Institutions, Institution shall be deemed the "Central Member" for purposes of these special terms.

By placing a group order hereunder (and completing the OCLC CatExpress Group Order Form), Central Member orders authorizations and passwords for the OCLC CatExpress Service, in which case Central Member shall be licensed itself to use the OCLC CatExpress Service, subject to the terms set forth in Sections 1.- 5. of this Agreement. Central Member also orders and allocates authorizations and passwords for the OCLC CatExpress Service on behalf of other Institutions listed on the OCLC CatExpress Group Order Form ("Group Members").

Group Member's Agreement. Central Member shall either (a) obtain and submit to OCLC a written order signed by each Group Member, prior to OCLC distributing any authorizations and passwords, on the then-current, OCLC-provided order form which shall govern the Group Member's use of the OCLC CatExpress Service, or (b) if Central Member is indicated to be agent for Group Members on this form, Central Member hereby agrees as agent for each Group Member that each Group Member shall comply with the OCLC CatExpress Service Terms and Conditions. Under subclause (b), Central Member warrants that it is authorized to bind Group Members thereto and shall indemnify OCLC from all loss, expense and damage arising from a breach of such warranty, and Central Member shall provide each Group Member with a copy of this Section and the OCLC CatExpress Service Terms and Conditions prior to OCLC activation of an

authorization therefor. Central Member shall ensure that Group Members comply with such Terms and Conditions.

Resale. Central Member is not a buyer of the OCLC CatExpress Service for resale, and shall not charge Group Members for the OCLC CatExpress Service, nor for its services as agent thereof, nor for other services provided by Central Member in connection with the OCLC CatExpress Service.

Direct Contract. Subject to OCLC acceptance, each order for Group Members shall constitute a direct contract between OCLC and the Group Member.

Payment by Central Member. Central Member shall pay for itself and collect from and pay on behalf of each Group Member to OCLC or its designee or, if applicable, shall ensure that Group Member pays to OCLC or its designee directly, all prevailing OCLC charges, in U.S. dollars, including the current charges set forth on this order form. Unless already advanced by Central Member to OCLC for the Group Member, all payments of OCLC charges received by Central Member from Group Members shall be remitted to OCLC by Central Member promptly following receipt, prior to which they shall be segregated and separately earmarked from all of Central Member's own funds and held in trust by Central Member for OCLC. Central Member shall not modify such OCLC charges nor invoice or include any other charges except that Central Member may collect OCLC charges (which are stated in U.S. dollars) from Group Members in their local currency at a commercially reasonable, fixed exchange-rate acceptable to OCLC.

Relationship. The relationship of the parties hereunder is that of independent contractors, and not employee/employer, agent/principal, partners, joint venturers or franchisor/franchisee. Central Member is not authorized to make any representations or contract commitments on behalf of OCLC, nor to sign or negotiate any changes to any OCLC terms. Any modifications proposed by any Group Member to the applicable OCLC terms and conditions shall be submitted in writing to OCLC in advance for OCLC's written prior approval.

Notice. Any notices desired or required to be given by either party pursuant to this agreement shall be in writing and shall be deemed sufficient if delivered by hand or if sent by certified or registered mail, return receipt requested, to the address of the other party set forth below or to such other address as has been furnished by means of a notice given in accordance with this Section or via facsimile with a copy by U.S. mail:

If to OCLC: General Counsel
 OCLC Online Computer Library Center,
 Incorporated
 6565 Kilgour Place
 Dublin Ohio 43017-3395
 FAX: 614-764-0740

If to a Central Member, see address on the front of the OCLC CatExpress Group Order Form.

Non-exclusivity. OCLC's retention of Central Member's assistance in making the OCLC CatExpress Service available hereunder shall be on a non-exclusive basis, and nothing herein shall limit OCLC's right to distribute services independent of Central Member, including to Group Members.

Other Terms. OCLC shall have the rights and the benefit of all terms set forth in the OCLC CatExpress Service Terms and Conditions included in this order form, as amended by OCLC from time to time, with respect to this order as a whole and for Central Member and each Group Member individually.

Confidential Terms. Central Member agrees to keep the terms and prices of this order as confidential except as to Group Members, and to impose the same duty upon each Group Member.