



Framework Agreement

INSTITUTION NAME ("Institution") 機構名稱 ("機構")	
LIBRARY NAME (if different from Institution) 館藏名稱 (如與機構不同)	
OCLC SYMBOL (if any) OCLC符號 (若有)	
STREET ADDRESS 街道地址	
CITY, STATE, ZIP/POSTAL CODE, COUNTRY 城市, 州, 郵政編碼, 國家	
CONTACT PERSON, JOB TITLE 聯絡人, 職位	
TELEPHONE NUMBER, FAX, E-MAIL ADDRESS 電話號碼, 傳真, 電子郵件地址	

BILLING ADDRESS (IF DIFFERENT FROM ABOVE)

帳單地址 (如與上述不同)

STREET ADDRESS 街道地址	
CITY, STATE, ZIP/POSTAL CODE, COUNTRY 城市, 州, 郵政編碼, 國家	
CONTACT PERSON, JOB TITLE 聯絡人, 職位	
TELEPHONE NUMBER, FAX, E-MAIL ADDRESS 電話號碼, 傳真, 電子郵件地址	

Is Institution considered exempt from tax in the country in which it is located? Yes No

機構於所在的國家是否被視為免稅的? 是 否

Signatures follow on next page

簽名如下頁

SIGNATURES

簽名

By signing below, Institution: (1) acknowledges that Institution has read and agrees that the terms of this Agreement, as defined herein, shall become effective upon full execution of the Agreement (“Effective Date”); (2) warrants that it has made no unilateral changes to the terms of the Agreement since last received from OCLC; (3) orders access to the Products and Services as specified in this Agreement; and (4) warrants that it has the authority to enter into this Agreement.

通過以下簽署，機構：(1) 確認機構已閱讀並同意，本文所定義的本協議的條款應在本協議全面執行（“生效日期”）後生效；(2) 保證自上次從OCLC收到協議後，未對協議進行單方面更改；(3) 訂購本協議中指定的產品和服務使用權；(4) 保證有權簽署本協議。

Institution

機構

簽名: _____

姓名: _____

職稱: _____

生效日期: _____

OCLC, Inc.

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Notice Address for Institution

機構通訊地址

姓名: _____

電子信箱: _____

Notice Address for OCLC:

OCLC通訊地址

Name: OCLC, Inc.

Email: legal@oclc.org

Section 1 Schedules Incorporated	第1節 附表引進
<p>By marking the box associated with the Products and Services to which this Agreement applies below, Institution hereby subscribes to those Products and Services selected, and agrees to the associated schedule set forth at the links below. Institution may also subscribe to Products and Services by initialing an attached schedule for that Product or Service. Those schedules located at the links associated with the selected Products or Services in the table below and/or any schedules attached hereto are hereby incorporated into this Agreement (the “Schedule” or “Schedules”).</p>	<p>通過在下面標記與本協議適用的產品和服務相關的方框，機構特此訂閱所選的產品和服務，並同意以下連結中所列出的相關附表。機構還可以通過簽署該產品或服務附上的附表，來訂閱該產品和服務。下表中與所選產品或服務相關的連結中的那些附表和/或本協議所附的任何附表，在此納入本協議（“附表”或“附表”）。</p>

Products and Services Provided	Associated Schedule
所提供的產品和服務	相關附表
<input type="checkbox"/> WorldShare® Management Services	Schedule 1 - WMS
<input type="checkbox"/> WorldShare Metadata / OCLC Cataloging	Schedule 2 - WorldShare Metadata / OCLC Cataloging
<input type="checkbox"/> Group Catalog	Schedule 2.A - Group Catalog
Schedule 2.B intentionally omitted	
<input type="checkbox"/> WorldCat® Discovery Services	Schedule 3 - WorldCat Discovery Services
<input type="checkbox"/> WorldCat® Discovery Services/FirstSearch	Schedule 3.A - WorldCat Discovery Services/FirstSearch
Schedule 3.B intentionally omitted	
<input type="checkbox"/> WorldShare License Manager	Schedule 4 - WorldShare License Manager
<input type="checkbox"/> WorldShare Collection Evaluation	Schedule 5 - WorldShare Collection Evaluation
<input type="checkbox"/> CONTENTdm®	Schedule 6 - CONTENTdm
<input type="checkbox"/> EZProxy®	Schedule 7 - EZProxy
<input type="checkbox"/> WebDewey®	Schedule 8 - WebDewey
<input type="checkbox"/> OCLC WebJunction®	Schedule 9 - OCLC WebJunction
<input type="checkbox"/> WorldShare Interlibrary Loan Services (“ILL”)	Schedule 10 - WorldShare Interlibrary Loan Services (“ILL”)
<input type="checkbox"/> WorldCat.org	Schedule 11 - WorldCat.org

Section 2 Scope & Construction	第2節 範圍和構成
<p>This “Agreement”, including the Framework Agreement and the Schedule(s) selected in Section 1, establishes the general terms and conditions for the provision of Products and Services. In case of a conflict in terms between the Framework Agreement and any applicable Schedule, the terms and conditions of the Schedule shall prevail. If Institution accepts or executes multiple agreements with OCLC for the same Products and/or Services, the order of precedence for the control of terms shall be (1) a negotiated Framework Agreement representing unique terms between OCLC and Institution, if one exists; (2) the most recently executed or accepted agreement.</p>	<p>本“協議”，包括框架協議和第1節之附表，規定了提供產品和服務的一般條款和條件。若框架協議與任何適用的附表存在條款衝突，則應以附表的條款和條件為準。若機構接受或執行與OCLC就相同產品和/或服務達成多個協議，則條款控制的優先順序應為 (1) 代表OCLC與機構之間唯一條款的協商框架協議（如果存在）； (2) 最近執行或接受的協議。</p>

Section 3 Definitions	第3節 定義
<p>3.1 Bibliographic Data means all the bibliographic data (including subject data, such as local key words and subject headings), descriptive metadata, relationship metadata and other metadata of the type stored in WorldCat.</p> <p>3.2 Holdings Data means all the ownership and license data in relation to Institution’s collection (including electronic resources).</p> <p>3.3 Hosted Services means the hosted services made available by OCLC which Institution may access pursuant to this Agreement. The Hosted Services are described in detail in the applicable Product Descriptions but do not include services (including API’s and the like) provided by third parties.</p> <p>3.4 Institution Data means (i) the Holdings Data in relation to Institution’s collection; (ii) all the data that forms part of the library process or the internal operations of the Institution, such as circulation, patron, and acquisition data; and (iii) all other data and content that is produced, sent or reproduced through the Services by the Institution or made available to OCLC in connection with the Services.</p> <p>3.5 Internal Data means Institution Data intended exclusively for internal use by the Institution.</p> <p>3.6 Product Descriptions means the descriptions of the Products and Hosted Services as made available at www.oclc.org and as updated from time to time by OCLC.</p> <p>3.7 Products mean the OCLC software, hardware, and other products licensed to Institution pursuant to this Agreement. The Products are described in detail in the applicable Product Descriptions but do not include products provided by third parties.</p> <p>3.8 Professional Services means the services that OCLC provides to Institution under this Agreement in connection with the Products or Hosted Services, such as data migration, configuration, consultancy, support, and training.</p> <p>3.9 Services mean the Hosted Services and Professional Services.</p> <p>3.10 Shared Data means the Institution Data made available by Institution to the public or to third parties selected by the Institution (such as other participants or users) or that by its nature is intended for use outside the Institution’s organization, such as Bibliographic Data, Holdings Data, and other data not considered Internal Data.</p> <p>3.11 Systems mean the facilities, server(s), equipment, operating software, and connectivity used to provide the Services.</p>	<p>3.1 書目數據是指儲存於WorldCat中的所有書目數據（包括主題數據，例如當地關鍵字和主題標題），描述性元數據，關係元數據和其他的類型的元數據。</p> <p>3.2 持有數據是指與機構館藏（包括電子資源）有關的所有所有權和許可數據。</p> <p>3.3 託管服務是指OCLC提供的託管服務，機構可以根據本協議使用這些服務。託管服務在適用的產品說明中已有詳細說明，但不包括第三方提供的服務（包括API等）。</p> <p>3.4 機構數據是指 (i) 與機構的館藏相關的持有數據； (ii) 構成圖書館程序或機構內部運作的所有數據，例如流通，讀者和擷取數據；以及 (iii) 機構通過服務製作，發送或複製的所有其他數據和內容，或向OCLC與服務有關的數據。</p> <p>3.5 內部數據是指專門供機構內部使用的機構數據。</p> <p>3.6 產品說明是指產品和託管服務的說明，該說明可從www.oclc.org獲得，並由OCLC隨時更新。</p> <p>3.7 產品是指根據本協議授權給機構的OCLC軟體，硬體和其他產品。產品在適用的產品說明中進行了詳細描述，但不包括第三方提供的產品。</p> <p>3.8 專業服務是指OCLC根據本協議向機構提供與產品或託管服務相關的服務，例如數據遷移，配置，諮詢，支持和培訓。</p> <p>3.9 服務是指託管服務和專業服務。</p> <p>3.10 共享數據是指機構向公眾或機構選擇的第三方（例如其他參與者或用戶）提供的機構數據，或因其性質而旨在機構組織之外使用的數據，例如書目數據，持有數據以及其他不被視為內部數據的數據。</p> <p>3.11 系統是指用於提供服務的設施，伺服器，設備，操作軟體和連接。</p>

<p>3.12 WorldCat means the databases of Bibliographic Data, Holdings Data, and related files maintained by OCLC.</p>	<p>3.12 WorldCat是指由OCLC維護的書目數據，館藏數據和相關文件的數據庫。</p>
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Section 4 Products and Services	第4節 產品與服務
<p>4.1 General. OCLC will provide Institution those Products and Services to which it subscribes, in accordance with this Agreement and as described in the version of each Product or Service's respective Product Description, active on the Effective Date. Further information can be found at https://www.oclc.org/en/services.html. Institution shall provide OCLC with the assistance and information OCLC reasonably needs to perform the Services properly or where OCLC otherwise reasonably requests. OCLC shall not be liable for any failure to perform its obligations arising from Institution's failure to provide such assistance or information.</p> <p>4.2 Modifications. OCLC may change or modify a Product or Service from time to time in its discretion. OCLC shall notify Institution should there be any material changes to the respective Product or Service by such means as reasonably determined by OCLC. Any new Product or Service functionality made available by OCLC shall be subject to this Agreement.</p> <p>4.3 Support. Support services will be provided in accordance with the support service description set forth in the relevant Schedule. Further information is available at http://www.oclc.org/support/home.en.html.</p> <p>4.4 Limitations. Institution shall only use the Products and Services in accordance with the terms of this Agreement and for the purposes specified in the Product Descriptions.</p>	<p>4.1 一般。 OCLC將根據本協議並按照每個產品或服務各自產品說明的版本中的描述，向機構提供其訂購的產品和服務。在生效日期，這些產品和服務仍然有效。更多資訊可於 https://www.oclc.org/en/services.html上找到。機構應向OCLC提供OCLC合理需要的協助和資訊，以便OCLC正確執行服務或在滿足OCLC的其他合理要求。對於因機構未能提供此類協助或資訊而導致無法履行其義務的情形，OCLC不承擔任何責任。</p> <p>4.2 修改。 OCLC可自行決定隨時更改或修改產品或服務。如果相關產品或服務有任何重大變化，OCLC應透過合理確定之方式通知機構。OCLC提供的任何新產品或服務均應受本協議的約束。</p> <p>4.3 支持。 將根據相關附表中列出的支持服務說明，提供支持服務。更多資訊請見： http://www.oclc.org/support/home.en.html。</p> <p>4.4 局限性。 機構應僅根據本協議的條款以及產品說明中規定的目的使用產品和服務。</p>

Section 5 Ownership and Licenses	第五節 所有權和許可證
<p>5.1 Ownership</p> <p>a) OCLC Intellectual Property. OCLC and/or its licensors or suppliers are the exclusive owners of and retain all right, title, and interest (including all copyrights, trademarks, patents, and any other proprietary rights) to the Products, Services, WorldCat, and all other materials produced or provided by OCLC. All rights not expressly granted by OCLC are reserved.</p> <p>b) Institution Data. Institution, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Institution Data, except for rights granted to OCLC and its affiliates under this Agreement. Institution is solely responsible for the accuracy, completeness, and legality of Institution Data. Institution is responsible for obtaining all permission and other rights necessary to provide Institution Data to OCLC. Institution will not provide OCLC with Institution Data that Institution does not have the right to provide for use in connection with the Products or Services.</p>	<p>5.1 所有權</p> <p>a) OCLC智慧財產權。 OCLC和/或其許可證人或供應商是產品、服務、WorldCat以及OCLC製作或提供的所有材料的唯一所有權人，並保留所有權利、所有權和利益（包括所有著作權、商標、專利和任何其他專有權利）。OCLC保留所有未明確授予的權利。</p> <p>b) 機構數據。 機構和/或其供應商和關聯公司保留對機構數據的所有權利，所有權和利益（包括但不限於所有專有權利），但根據本協議授予OCLC及其關聯公司的權利除外。機構對機構數據的準確性，完整性和合法性全權負責。機構負責獲得向OCLC提供機構數據所需的所有許可和其他權利。機構不會向OCLC提供機構無權提供的產品或服務的機構數據。</p>

<p>5.2 Licenses.</p> <p>a) Products and Services. Subject to the terms of this Agreement and the applicable Schedule(s), Institution’s license to use the Products and Services identified in the executed Schedules may be pursuant to a hosted license (for Hosted Services) or a non-hosted license (for Products). For Products paid for by Institution, OCLC grants Institution a nonexclusive, nontransferable license to install and use the Product solely for the noncommercial purposes described in the Product Description and the applicable Schedule. For Hosted Services subscribed to by Institution, OCLC will provide access to the Hosted Service, and if applicable a license to install and use any local software components of the Hosted Service, all solely for the noncommercial purposes described in the Product Description and the applicable Schedule.</p> <p>b) Institution Data. Institution grants OCLC a global, non-exclusive, royalty-free, transferable and sub-licensable right to use the Internal Data to the extent necessary for the provision of the Products and Services. Institution grants OCLC, OCLC participants, non-participant users, and OCLC designees a global, perpetual, non-exclusive, royalty-free, transferable, and sub-licensable right to host, reproduce, transmit, store, publish, distribute, modify, create derivative works from, and otherwise use Shared Data. Institution Data shall be supplied to OCLC in a format compatible for use with the Products and Services.</p>	<p>5.2 許可證</p> <p>a) 產品和服務。根據本協議的條款和適用的附表，機構使用已執行附表中標識的產品和服務的許可，可以是託管許可（針對託管服務）或非託管許可（針對產品）。對於由機構支付的產品，OCLC授予機構非專屬屬性，不可轉讓的許可證，僅用於產品說明和適用附表中所述的非商業目的而安裝和使用該產品。對於機構訂購的託管服務，OCLC將提供對託管服務的使用權，並提供安裝和使用託管服務於任何本地軟體組件的許可，全部皆僅用於產品說明和適用的附表中所述的非商業目的。</p> <p>b) 機構數據。該機構授予OCLC一項全球，非專屬，免版稅，可轉讓和可再許可的權利，以便在提供產品和服務所需的範圍內使用內部數據。機構授予OCLC，OCLC參與者，非參與者用戶和OCLC指定人員一項全球性，永久，非專有，免版稅，可轉讓和可再許可的權利，以託管，複製，傳輸，儲存，發布，分發，修改，創造衍生作品，和以其他方式使用共享數據。機構數據應以與產品和服務相容的格式提供給OCLC。</p>
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<p>Section 6 Term and Termination</p> <p>6.1 Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect for the initial term specified in a pricing document, upon the expiration of which, the Agreement shall renew annually unless terminated according to Section 6.2, or if no such term is specified, the duration that Institution has access to the applicable Products or Services (the “Term”), subject to the earlier termination of this Agreement pursuant to Section 6.2 below.</p> <p>6.2 Termination. This Agreement or individual Schedules may be terminated in one of the following ways:</p> <p>a) By either party, effective at the end of the initial subscription period, which shall be as set forth in the agreed upon pricing document, or any renewal period, as which shall be as set forth in any renewal notice issued pursuant to Section 7.2, by providing the other party with at least 30 days’ prior written notice of its desire to not renew a Product or Service;</p> <p>b) By either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for all or a substantial part of its property, is subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated, voluntarily or otherwise;</p>	<p>第6節 期限和終止</p> <p>6.1 期限。本協議應自生效日期起開始，並在定價文件中規定的初始期限內具有完全的效力，到期後，除非根據6.2節終止，否則該協議應每年續簽；如果沒有規定此類期限，則應於機構可以使用適用產品或服務的期限內（“期限”）保持完全的效力，但須遵守下文第6.2節中本協議的提前終止本協議的規定。</p> <p>6.2 終止。本協議或各個附表可以通過以下方式之一終止：</p> <p>a) 任何一方，在初始訂購期（應在商定的定價文件中規定），或任何續訂期（根據第7.2節發布的任何續訂通知規定）結束時，向另一方提供至少提前30天的書面通知，說明其不續訂產品或服務的意願；</p> <p>b) 任一方，在另一方破產之情形下，為債權人的利益進行一般轉讓，遭受或允許對其全部或大部分財產指定接管人，則雙方均應遵守破產法或無力償還法規定之程序，自願或以其他方式進行停業清算；或者</p>
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<p>c) By the non-breaching party if a party commits a material breach of its obligations under this Agreement and has not cured such breach or failure within 30 days of receiving written notice from the non-breaching party. OCLC reserves the right, however, to immediately suspend Institution's access to the OCLC Services in the event of Institution's material breach until such time as the material breach is cured; or</p> <p>d) As otherwise explicitly provided in this Agreement.</p> <p>6.3 Effect of Termination. Termination of this Agreement shall terminate all Schedules, termination of a Schedule will not terminate the Agreement or any other Schedule. Upon termination of this Agreement or any Schedule, the rights granted by OCLC in the applicable Schedule or Agreement are terminated unless otherwise provided in such Schedule. After termination and upon request, OCLC will promptly return or destroy all applicable Institution Data, except however, OCLC may retain Institution Data in back-up files provided that the confidentiality and security obligations contained herein shall apply. OCLC will provide Institution access to Institution Data for 90 days after the effective date of termination, after which, OCLC shall have no obligation to maintain any Institution Data.</p>	<p>c) 非違約方，若一方嚴重違反本協議規定的義務，並且在收到非違約方發出的書面通知後30天內，仍未解決此類違約行為或錯誤，OCLC保留在機構發生重大違約的情況下，立即暫停機構對OCLC服務的使用權利，直到該嚴重違約行為得到解決；或者</p> <p>d) 如本協議另有明確規定。</p> <p>6.3 終止的效力。 本協議的終止將終止所有附表，附表的終止將不會終止本協議或任何其他附表。本協議或任何附表終止後，OCLC在適用的附表或協議中授予的權利也將被終止，除非該附表另有規定。終止後，應根據要求，OCLC將立即歸還或銷毀所有適用的機構數據，但是，OCLC可以將機構數據保留在備份文件中，前提是應遵守所規定的機密和安全義務。在終止生效之日起90天內，OCLC將允許機構使用機構數據，此後，OCLC沒有義務維護任何機構數據。</p>
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Section 7 Fees and Payment Terms	第7節 費用和付款條件
<p>7.1 Fees. Institution shall pay the applicable charges based on their agreed upon pricing document. In the absence of an agreed upon pricing document, (i) OCLC's prevailing price for the Products and Services shall govern; and (ii) payments shall be made to OCLC annually; such annual payments will be billed upon the beginning of the applicable subscription period and shall be paid according to the terms stated on the invoice. Fees are exclusive of any taxes and shall be paid in the currency and to the address stated on the invoice. Institution shall pay such tax to OCLC or other entity, as appropriate. Institutions exempt from taxation shall supply a valid exemption certificate upon request. Institution's failure to fully pay any fees or taxes within 60 days after the applicable due date will be deemed a material breach of this Agreement, justifying OCLC's suspension of Products and Services.</p> <p>7.2 Price Changes. OCLC reserves the right to change any price/fee, provided that OCLC provides Institution written notice of the change at least 60 days prior to the date the change is to become effective. Notwithstanding the foregoing, OCLC will not change any prices/fees contained in an agreed to price quote or renewal notice prior to the expiration of the quote or renewal notice.</p> <p>7.3 Non-refundable. Institution will not be entitled to a refund of any implementation or pre-paid fees under this Agreement unless (i) OCLC terminates the Agreement or a Schedule pursuant to Section 6.2 (a), or (ii) Institution terminates the Agreement or a Schedule pursuant to Section 6.2 (c); in which event, OCLC will refund that portion of fees pre-paid by Institution corresponding to the period after termination.</p>	<p>7.1 費用。 機構應根據其商定的定價文件支付適用的費用。若沒有商定的定價文件，(i) 應以OCLC產品和服務的現行定價為準；(ii) 每年應向OCLC付款；此類年度付款將在適用的訂閱期開始時開具帳單，並應按照發票上的條款支付。費用不包括任何稅款，應以貨幣和發票上的地址支付。機構應酌情向OCLC或其他實體支付此類稅款。免稅之機構應根據要求提供有效的免稅證明。機構若未能在適用的到期日後60天內全額支付任何費用或稅款，將被視為對本協議的重大違反，OCLC有權正當暫停產品和服務之提供。</p> <p>7.2 價格變動。 OCLC保留更改任何價格/費用的權利，但前提是OCLC至少在更改生效之日前60天內向機構發出書面通知。儘管有上述規定，OCLC不會在同意的報價或續約通知到期之前更改任何價格/費用。</p> <p>7.3 不退款。 機構無權要求退還本協議下的任何實施費用或預付費用，除非 (i) OCLC根據第6.2 (a) 節終止協議或附表，或 (ii) 機構根據第6.2(c)節終止協議或附表；在這種情況下，OCLC將退還該機構在終止後的相應時期的預付費用部分。</p>

<p>7.4 Proprietary Information. Institution agrees that OCLC’s pricing information is proprietary to OCLC, and agrees to maintain confidentiality of such proprietary information, as well as any other information which OCLC communicates in writing to be proprietary or confidential, for 3 years from receipt by Institution. It shall not be a violation of this section to disclose information as required by applicable law (including public records acts), valid court order, or legal process.</p>	<p>7.4 專有資訊。機構同意，OCLC的定價資訊是OCLC的專有資訊，並同意對此類專有資訊以及OCLC以書面形式告知的任何其他專有或機密資訊進行保密，保密期為機構收到後的3年。根據適用法律（包括公共記錄法）、有效的法院命令或法律程序的要求披露資訊，不應違反本條款。</p>
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<p>Section 8 Disclaimer</p>	<p>第8節 免責聲明</p>
<p>EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND OCLC AND ITS THIRD PARTY SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. OCLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCTS AND SERVICES WILL ALWAYS BE ACCESSIBLE, FREE OF HARMFUL COMPONENTS, ACCURATE OR ERROR-FREE. INSTITUTION MAY INTEGRATE OCLC’S PRODUCTS AND SERVICES WITH THIRD PARTY PRODUCTS AND SERVICES. HOWEVER, IN NO EVENT WILL OCLC BE LIABLE FOR ANY LOSS ARISING OUT OF FAILURE OF SUCH THIRD PARTY PRODUCTS OR SERVICES OR OTHER EVENTS OUTSIDE OF OCLC’S REASONABLE CONTROL. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL OCLC BE LIABLE FOR ANY LOSS ARISING OUT OF A DATA OR A SECURITY BREACH ORIGINATING FROM SUCH THIRD PARTY SOFTWARE. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).</p>	<p>除本協議明確規定外，產品和服務均按「AS IS」狀態提供，OCLC及其第三方供應商皆對產品或產品的性能不做任何形式之明示或暗示的陳述或保證。包括但不限於對任何適銷性、特定用途的適用性、非侵權性的任何默示保證，或因使用貿易慣例、交易過程或履行過程而產生的任何默示保證，OCLC不對產品的可訪問性、無有害成分、準確性或無錯誤做出陳述或保證。本機構可能會將OCLC的產品和服務與第三方產品和服務進行整合。但是，在任何情況下，對於因第三方產品或服務的故障或其他超出OCLC合理控制範圍的事件而造成的任何損失，OCLC不承擔任何責任。此外，在任何情況下，OCLC都不對源於第三方軟件的數據或安全漏洞所造成的任何損失負責。本條款不適用於法律規定不能排除的損害（在這種情況下，責任應限制在允許的最大範圍內）。</p>

<p>Section 9 Privacy and Security</p>	<p>第9節 隱私權及安全聲明</p>
<p>9.1 Data Security. OCLC has implemented and shall maintain commercially appropriate, reasonable and customary controls to ensure the security, confidentiality, and protection against unauthorized access to, use, or disclosure of Internal Data. Institution shall obtain and maintain all necessary consents from all users for OCLC to provide the Products and Services and for Institution’s and users’ access, monitoring, use, disclosure, and transfer of Internal Data.</p> <p>9.2 Audit. OCLC will (i) implement administrative, physical, and technical safeguards in accordance with accepted industry practices including conducting audits in accordance with the ISO/IEC 27001 standard (or subsequent comparable standard) and (ii) as reasonably requested by Institution, provide Institution with a copy of the certificate of registration for such standard.</p> <p>9.3 Nondisclosure of Internal Data. OCLC shall hold all Internal Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall</p>	<p>9.1 數據安全。 OCLC已實施並應維持商業上適當，合理和習慣的控制措施，以確保安全性，機密性和保護措施，以防止未經授權訪問，使用或揭露內部數據。機構應自所有用戶那裏獲得所有必要的同意，以便OCLC提供產品和服務，以及機構和用戶對內部數據的訪問，監視，使用，揭露和轉移。</p> <p>9.2 審核。 OCLC將 (i) 根據公認的行業慣例實施管理，物理和技術保護措施，包括根據ISO / IEC 27001標準（或後續類似標準）進行審核，以及 (ii) 根據機構的合理要求，向機構提供該標準的註冊證書副本。</p> <p>9.3 不公開內部數據。 OCLC應對所有內部數據嚴格保密，並以相同的謹慎標準來保護自己的相似性質的</p>

not use Internal Data for any purpose other than to provide the Service or as may be authorized in writing by Institution. OCLC shall not disclose Internal Data to any other party except: (a) to OCLC employees, agents, subcontractors and service providers, to whom Internal Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) to protect the rights or property of OCLC or OCLC customers, including the enforcement of OCLC agreements or policies governing Institution's use of the Service; (d) to involve and cooperate with law enforcement or the appropriate legal authorities in investigations, and to protect Systems and OCLC's customers, or (e) as authorized by Institution in writing.

9.4 Prohibitions. Institution expressly warrants that it will not enter, submit, transfer, or store in the Service any of the following types of information: Social Security Numbers (or other national identification numbers), financial account numbers, credit card or debit card numbers. OCLC will have no liability, and Institution expressly releases OCLC from any liability, associated with the loss, theft, disclosure or misuse of such information.

9.5 Data Transfer. As part of providing Services, OCLC may store and process Institution Data in any country in which OCLC or its affiliates, parents, subsidiaries, or agents maintain facilities. By using the Service, Institution consents to this transfer, processing, and storage of Institution Data to or by OCLC, its service providers, and affiliates, parents, subsidiaries or agents, over state and international borders as necessary to provide the Service in accordance with OCLC's standard business practices. With regard to personal data of authors, or any other individual, Institution acknowledges that, depending on the individual case, consent of these individuals might be necessary to obtain. Institution will obtain valid consent as far as necessary to fulfill its obligations under this Agreement, and enable OCLC to provide the agreed Products and Services under this Agreement.

9.6 Unauthorized Disclosures. OCLC will promptly notify Institution in the event of a verified breach of non-public personal data unless such breach is unlikely to result in material harm to Institution or the data subject, or as otherwise provided by law. Institution agrees that it shall be Institution's sole responsibility to determine whether a breach is subject to state, federal or national breach notification laws and requires breach notification ("Breach Notification"). In the event that Institution determines that a breach requires Breach Notification, OCLC agrees that it will reasonably cooperate with Institution in regards to Institution's Breach Notification obligations as specified in the applicable law, including Institution's investigation, enforcement, monitoring, document preparation, Breach Notification requirements, and reporting. Institution shall be solely responsible for notifying all individuals, regulators, or other organizations subject to Breach Notification, however OCLC reserves the right to first review all notifications before they are sent.

資訊，並且不得將內部數據用於提供服務以外的任何目的，或用於機構的書面授權。OCLC不得向任何其他方揭露內部數據，但以下情況除外：(a) 向OCLC的員工，代理商，分包商和服務提供商，為提供服務而需要向其揭露內部數據；(b) 根據法律要求，或回應警方和政府當局的正式授權的資訊請求，或遵守任何有效的傳票或法院命令；(c) 保護OCLC或OCLC客戶的權利或財產，包括執行OCLC關於機構使用服務的協議或政策；(d) 參與並配合執法部門或相關法律部門的調查，以保護系統和OCLC的客戶，或(e) 經機構書面授權。

9.4 禁制。 機構明確保證不會將以下任何類型的資訊輸入，提交，轉移或儲存在服務中：社會安全號碼（或其他國家身分識別碼），金融帳號號碼，信用卡號或金融卡號。對於此類資訊的丟失，被盜竊，揭露或濫用，OCLC不承擔任何責任，機構也明確免除OCLC的責任。

9.5 數據傳輸。 作為提供服務的一部分，OCLC可以在OCLC或其關聯公司，母公司，子公司或代理商擁有設施的任何國家儲存和處理機構數據。通過使用本服務，機構同意OCLC、其服務提供商、關聯公司、母公司、子公司或代理商在提供服務所需的情況下，根據OCLC的標準商業慣例，跨越國家和國際邊界轉移、處理和儲存機構數據。關於作者或任何其他個人的個人資料，機構承認，根據個別情況，可能需要獲得這些人的同意。機構將在必要時獲得有效同意，以履行本協議規定的義務，並使OCLC能夠提供本協議規定的產品和服務。

9.6 未經授權的揭露。 如果非公開的個人數據被證實遭到破壞，OCLC將立即通知該機構，除非該破壞不太可能對機構或數據主體造成實質性損害，或法律另有規定。機構同意，機構應自行負責確定某項違規行為是否受州，聯邦或國家違規通知法律的約束，並需要進行違規通知（“違規通知”）。如果機構確定某項違規行為需要違反通知，OCLC同意，它將在機構履行適用法律規定的違約通知義務方面與機構進行合理合作，包括機構的調查，執行，監控，文件準備，違反通知要求和報告。機構應全權負責通知所有個人，監管機構或其他需要發布違反通知的組織，但是OCLC保留在發送所有通知前先對其進行審核的權利。

<p>9.7 Data Processing Agreement. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by OCLC and/or its affiliates, the following shall apply: The terms of the Data Processing Agreement (“DPA”) at https://policies.oclc.org/en/privacy/data-privacy-agreements.html are hereby incorporated by reference and shall apply if and to the extent that Institution Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by OCLC and/or its affiliates, the Standard Contractual Clauses shall apply, as further set forth in and defined by the DPA. For the purposes of the Standard Contractual Clauses, Institution and its applicable Affiliates, as defined by the DPA, are each the data exporter, and Institution’s acceptance of this Agreement shall be treated as its execution of the Standard Contractual Clauses and Appendices.</p>	<p>9.7 數據處理協議。 於OCLC和/或其關聯公司處理來自歐洲經濟區 (EEA) , 英國和瑞士的個人數據時, 應遵循以下規定: 數據處理協議 (“DPA”) https://policies.oclc.org/en/privacy/data-privacy-agreements.html 的條款位於[連結]特此納入參考, 若機構數據包含DPA中定義的個人數據, 則在一定程度上適用。如果OCLC和/或其關聯公司處理來自歐洲經濟區 (EEA) , 英國和瑞士的個人數據, 則應適用標準契約條款, 該條款在DPA中做出了進一步規定和定義。就標準契約條款而言, DPA定義的機構及其適用的關聯公司都是數據輸出方, 機構對本協議的接受應視為其對標準契約條款和附錄的執行。</p>
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<p>Section 10 Limitation of Liability</p> <p>OCLC WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY, OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED, OR MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, INSTITUTION’S USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, ANY CHANGES TO OR INACCESSIBILITY OF THE PRODUCTS AND SERVICES, ANY DELAY OR FAILURE OF THE SERVICES, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OCLC’S LIABILITY TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION EXCEED THE AMOUNT INSTITUTION ACTUALLY PAID OCLC FOR THE INDIVIDUAL IMPLICATED OCLC PRODUCTS OR SERVICES COVERED UNDER THIS AGREEMENT OVER THE 12 MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. FEES UNDER THIS AGREEMENT ARE BASED UPON THIS ALLOCATION OF RISK. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).</p>	<p>第10節 責任限制</p> <p>對於由本協議或產品或服務引起, 或與之有關的任何事項, 包括但不限於任何未經授權的訪問, 或更改、竊盜、丟失、不準確或破壞通過產品和服務收集、儲存、分發或提供的資訊或數據, 機構使用或無法使用產品和服務, 產品和服務的任何變更或無法使用, 服務的任何延遲或失敗, 或利潤損失, OCLC將不承擔任何直接、後果性、示範性、特殊、偶然或懲罰性損害賠償, 或通過產品和服務提供的資訊或數據, 機構使用或無法使用產品和服務, 對產品和服務的任何變更或無法使用, 任何服務延遲或故障, 或損失利潤, 或購買替代商品或服務的成本, 即使已通知OCLC此類損害的可能性也是如此。在任何情況下, OCLC因任何原因, 對機構的責任都不得超過機構在本協議規定的12個月內涉及的OCLC產品或服務實際支付給OCLC的金額。此限制適用於總體中的所有訴訟原因, 包括但不限於違反契約, 違反擔保, 疏忽, 嚴格責任, 錯誤陳述和其他侵權行為。本協議的費用基於此風險分配。本部分不適用於法律無法限制或排除的損害 (在任何情況下, 責任應限制在允許的最大範圍內)。</p>
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<p>Section 11 Use of Products and Services</p> <p>11.1 General. Institution agrees not to use, and not to allow third parties including users to use the Products or Services: (a) to distribute viruses, worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature; (b) to engage in or promote any unlawful, invasive, infringing, defamatory,</p>	<p>第11節 產品與服務之使用</p> <p>11.1 總則。 機構同意不使用也不允許第三方 (包括用戶) 使用產品或服務: (a) 散播病毒、蠕蟲、特洛伊木馬、損壞的文件或其他具有破壞性或詐欺性之物; (b) 從事或促進任何非法、侵害、侵權、誹謗或</p>
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or fraudulent activity; (c) to violate, or encourage the violation of, the legal rights of others; (d) to interfere with the use of a Product or Service, or the equipment used to provide Products or Services; (e) to use the Products or Services, or any part thereof, in a manner that violates the terms of service of any other Products or Services; (f) to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations (“spam”); (g) to alter, reverse-engineer, interfere with, circumvent, copy, or create a derivative work of, any aspect of the Product or Service (except with the express, written consent of OCLC or applicable law specifically prohibits this restriction); (h) to omit, obscure or hide from any user any notice of a limitation of warranty, disclaimer, copyright, patent, trademark, trade secret or usage limitation or any splash screen or any other terms or conditions intended to be displayed to a user by OCLC or OCLC supplier; or (i) to post, send, or make available software or technical information in violation of applicable export controls laws. Institution agrees that OCLC is authorized to monitor communications into and out of the System to prevent the introduction of viruses or other hostile code, to prevent intrusions, provide support, and to otherwise enforce the terms of this Agreement. Institution agrees to reimburse OCLC for all reasonable and verifiable costs associated with OCLC's compliance with governmental requests relating to Institution or Institution Data, including, but not limited to, warrants, subpoenas, and judicial orders. Notwithstanding the foregoing and to the extent permitted by law and law enforcement, OCLC will make reasonable efforts to notify Institution when a disclosure of Institution Data has or is to be made.

11.2 Credentials. Institution shall exercise all commercially reasonable efforts to prevent unauthorized use of the Products and Services and is solely responsible for any and all use, including unauthorized use, of the Products and Services initiated using Institution’s API keys and/or credentials. Institution shall immediately notify OCLC of a suspected or actual loss, theft or disclosure of any credentials and of any unauthorized use of a Product or Service. Should OCLC become aware of unauthorized use of Institution’s API keys or credentials or unauthorized access to a Product or Service, OCLC may notify Institution and deactivate affected credentials. OCLC will provide Institution with administrative credentials to access and use the applicable Product or Service. Institution is responsible for authorizing user access to the Products or Services, assigning privileges, and creating, maintaining, and terminating accounts.

11.3 Enforcement by OCLC. OCLC reserves the right to: (i) investigate any violation of this Section or misuse of Products or Services; (ii) enforce this Section; and (iii) remove or disable access, screen, or edit any Institution Data that violates these provisions. Without limitation, OCLC also reserves the right to report any activity (including the disclosure of appropriate Institution Data) that it suspects violates any law or regulation to appropriate law enforcement, regulators, or other appropriate third parties. OCLC may cooperate with appropriate law enforcement by providing network and systems information related to allegedly illegal or harmful content. VIOLATION OF

欺詐活動；(c) 侵犯或鼓勵侵犯他人的合法權利；

(d) 干擾產品或服務或用於提供產品或服務的設備的使用；(e) 以違反任何其他產品或服務的服務條款的方式使用產品或服務或其任何部分；(f) 產生，分發，發布或促進未經請求的大量電子郵件，促銷，廣告或其他誘騙（「垃圾郵件」）；(g) 更改、逆向工程，干擾、規避，複製或創建產品或服務任何方面的衍生作品（除非獲得OCLC的明確書面同意或適用法律明確禁止此限制）；(h) 對任何用戶遺漏，遮擋或掩蓋任何關於保修，免責聲明，版權，專利，商標，商業秘密或使用限制的限定的通知，或任何初始屏幕或打算向用戶顯示的任何其他條款或條件由OCLC或OCLC供應商提供；或(i) 違反適用的出口管制法律發布，發送或提供軟件或技術資訊。機構同意，OCLC被授權監視進出系統的通信，以防止病毒或其他惡意代碼的引入，防止入侵，提供支持以及以其他方式執行本協議的條款。機構同意向OCLC賠償與OCLC遵守與機構或機構數據有關之政府要求所有合理且可驗證的費用，包括但不限於認股權證，傳票和執行令。儘管有上述規定，並在法律和執法機構允許的範圍內，OCLC將盡合理的努力在必須揭露機構數據時通知機構。

11.2 證書。 機構應採取一切商業上合理的努力，以防止對產品和服務的未經授權的使用，並對使用機構的API密鑰和/或憑據發起的產品和服務的任何和所有使用（包括未經授權的使用）承擔全部責任。機構應立即將任何憑證以及任何未經授權的產品或服務使用的可疑或實際損失，盜竊或揭露通知OCLC。如果OCLC得知有人未經授權使用了機構的API密鑰或憑據，或者未經授權訪問了產品或服務，則OCLC可能會通知機構並停用受影響的憑據。OCLC將為機構提供管理憑據，以訪問和使用適用的產品或服務。該機構負責授權用戶訪問產品或服務，分配特權以及創建、維護和終止帳戶。

11.3 OCLC之執行權利。 OCLC保留以下權利：(i) 調查任何違反本節規定或濫用產品或服務的情況；(ii) 執行本條；(iii) 刪除或禁用訪問，屏蔽或編輯任何違反這些規定的機構數據。在沒有限制的情況下，OCLC還保留向任調查之執法、監管機構或其他適當的第三方舉報其懷疑違反任何法律或法規的任何活動（包括揭露適當的機構數據）的權利。OCLC可以通過提供與涉嫌非法或有害內容有關的網路和系統資訊來與適當的執法部門合作。如果OCLC合理地合

<p>THIS SECTION MAY RESULT IN THE SUSPENSION OF OCLC SERVICES AND SUCH OTHER ACTION AS OCLC REASONABLY DEEMS APPROPRIATE. REPEATED OR WILLFUL VIOLATION OF THIS SECTION MAY, IN OCLC'S SOLE DISCRETION RESULT IN THE TERMINATION OF THE AGREEMENT, ANY SCHEDULE, OR OCLC SERVICE.</p>	<p>理地適用，則可能會導致OCLC服務的暫停和其他行動的違反。重複或故意違反本節規定，將可以是OCLC單方中止本協議、任何附表或OCLC服務之正當理由。</p>
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<p>Section 12 Warranties</p>	<p>第12節 保證</p>
<p>OCLC warrants that any Professional Services will be performed in a professional and workman-like manner and that, when operated in accordance with the Product Description, the Products and Hosted Services will be capable of performing substantially in accordance with the functional specifications set forth in such Product Description. If any Products or Services fail to comply with the warranty set forth above, OCLC will make reasonable efforts to correct the noncompliance provided that OCLC is given notice of the noncompliance within 30 days and OCLC is able to reproduce the noncompliance. If OCLC is unable to correct the noncompliance, Institution may terminate the Schedule for the relevant Product or Hosted Service in accordance with Section 6.2(c) and, as its sole remedy, will be entitled to a refund of an equitable portion of fees paid for the relevant Product or Hosted Service after such noncompliance was reported. OCLC and Institution each warrant that its entry into this Agreement does not violate any other agreement to which it is a party, and that its performance under this Agreement will be in conformance with all applicable laws and government rules and regulations.</p> <p>Institution warrants that it possesses all rights necessary to enter into this Agreement and grants the rights described in this Agreement such that OCLC will not infringe upon or otherwise violate any intellectual property rights or other rights of a third party or violate any laws by exercising the rights and licenses granted under this Agreement. To the extent permitted by law, Institution hereby indemnifies OCLC from any such claims in this respect.</p>	<p>OCLC保證，任何專業服務都將以專業和類似工人的方式進行，並且根據產品說明進行操作時，產品和託管服務將能夠基本上按照該產品說明中規定的功能規範進行操作。如果任何產品或服務不符合上述保證，則OCLC將做出合理的努力來糾正不符合規定的情況，前提OCLC在30天內收到不符合規定的通知，並且OCLC能夠複製該不符合規定的情況。如果OCLC無法糾正違規行為，機構可以根據第6.2 (c) 節終止相關產品或託管服務的附表，並作為唯一的補救措施，將有權要求退還在報告此類不符合規定的行為後，相關產品或託管服務支付的公平部分費用。OCLC和機構均保證，其加入本協議不會違反其已加入的任何其他協議，並且其在本協議下的履行將符合所有適用的法律和政府法規。機構保證其擁有簽訂本協議所需的所有權利，並授予本協議中所述的權利，以便OCLC不會侵犯或以其他方式侵犯任何智慧財產權或第三方的其他權利，也不會因行使本協議授予的許可而違反任何法律。在法律允許的範圍內，機構特此對OCLC在這方面的任何索賠進行賠償。</p>

<p>Section 13 General</p>	<p>第13節 總體</p>
<p>13.1 OCLC Membership. As a subscriber to OCLC's Services and Products as described in this Agreement, Institution – and each library owned or operated by Institution – may be eligible for membership in the OCLC cooperative. Membership qualifications for the OCLC cooperative can be found at https://www.oclc.org/content/dam/oclc/membership/Membership-Criteria-FY21.pdf. If Institution's subscription qualifies it as a member, Institution permits OCLC Member Relations to contact its library staff directly in separate communications, to provide new member information regarding voting and updates, Member groups, councils, and events, for OCLC Global and Regional Councils specific to Institution's region. As a member, Institution agrees to abide by the requirements and policies applicable to OCLC members.</p> <p>13.2 No Assignment. Institution may not assign, without the prior written consent of OCLC, any rights, duties, or obligations under this Agreement to any person or entity, in whole or in part.</p>	<p>13.1 OCLC成員資格。 作為本協議中所述的OCLC服務和產品的訂閱者，機構—以及由機構擁有或營運的每個圖書館—都有資格成為OCLC合作成員。OCLC合作團體的會員資格可見於： https://www.oclc.org/content/dam/oclc/membership/Membership-Criteria-FY21.pdf。如果機構的訂閱符合會員資格，則機構允許OCLC會員關係直接聯繫圖書館工作人員，以提供有關特定於OCLC的全球和區域理事會的投票和最新動態、會員團體、理事會和活機構所在地之新會員資訊。作為會員，機構同意遵守適用於OCLC會員的要求和政策。</p> <p>13.2 無轉讓或分配。 未經OCLC事先書面同意，機構不得將本協議中的任何權利，責任或義務全部或部分轉讓給任何個人或實體。</p>

<p>13.3 Independent Contractors. The relationship of the parties is that of independent contractors, and no agency, employment, partnership, joint venture, or any other relationship is created by this Agreement.</p> <p>13.4 Force Majeure. Neither party shall be responsible for losses or damages to the other occasioned by delays in the performance or the non-performance of any of said party's obligations (other than the obligation to make payments when due) when caused by acts of God, acts of the other party or any other cause beyond the control of said party and without its fault or negligence.</p> <p>13.5 Non-Waiver. A failure or delay in enforcing an obligation under this Agreement does not prevent enforcement of the provision at a later date. A waiver of a breach of one obligation does not amount to a waiver of any other obligation, and it will not prevent a party from subsequently requiring compliance with that obligation.</p> <p>13.6 Severability. If any provisions of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement.</p> <p>13.7 Entire Agreement. This Agreement and any Schedules constitute the complete agreement between the parties and supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter of this Agreement. If Institution's accounting representatives require the use of a purchase order to facilitate payment for Products and Services contemplated in this Agreement, Institution agrees any and all terms and conditions contained in such purchase order are null and void, and do not apply to this Agreement. OCLC will provide invoices in response to purchase orders solely to facilitate payment and for the convenience of Institution; in no case, however, will OCLC's issuance of an invoice constitute an acceptance of terms contained in a purchase order. OCLC provides Services and Products to Institution solely pursuant to this Agreement; OCLC shall never provide Services or Products pursuant to, or as a result of, a purchase order. Except as otherwise provided herein, this Agreement may not be amended or supplemented except in a writing duly executed by both parties.</p> <p>13.8 Notice. Except as stated elsewhere in the Agreement all notices shall be in writing and shall be deemed sufficient if received by a party via e-mail to the e-mail address for such party set forth in Section 1 , or by such other means as has been agreed by the parties in writing.</p> <p>13.9 Counterparts and Signatures. This Agreement may be executed in counterparts and/or via facsimile transmission or electronic copy, any one or form of which will be deemed to constitute an original, but all of which will constitute one instrument. Any signature (including any electronic signature, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other contract, record, certificate, or other document related to this Agreement, and any contract formation or record-keeping through electronic means shall have the same legal validity and</p>	<p>13.3 獨立承包商。雙方之間的關係是獨立承包商的關係，本協議不建立任何代理、僱傭、合夥、合資企業或任何其他關係。</p> <p>13.4 不可抗力因素。當任何一方由於天災、他人的行為或任何其他超出該方控制範圍且無過錯或疏失的原因，而導致延誤履行或不履行該方的義務（除到期付款的義務外），任何一方均不承擔責任。</p> <p>13.5 非棄權。未能履行或延遲履行本協議下的義務，並不妨礙以後執行該規定。放棄違反一項義務並不等於放棄任何其他義務，也不妨礙一方隨後要求遵守該義務。</p> <p>13.6 可分割性。如果有管轄權的法院認為本協議的任何條款無效或無法執行，則該條款的無效或不可執行性不會影響本協議的其他條款。</p> <p>13.7 整體協議。本協議和任何附表構成當事方之間的完整協議，並取代雙方之間與本協議主題有關的所有口頭和書面協議。如果機構的會計代表要求使用採購訂單來促進支付本協議中預期的產品和服務，則機構同意該採購訂單中的任何及所有條款和條件均無效，並且不適用於本協議。OCLC將根據採購訂單提供發票，僅是為了方便付款並為機構提供便利；但是，在任何情況下，OCLC發出的發票—都不會構成對採購訂單中包含條款的接受。OCLC僅根據本協議向機構提供服務和產品；OCLC絕不會根據採購訂單或由於採購訂單而提供服務或產品。除本協議另有規定外，不得對本協議進行修改或補充，除非由雙方正式簽署書面文件。</p> <p>13.8 通知。除非協議中另有規定，否則所有通知均應為書面形式，如果一方通過電子郵件接收到第1節中所述一方的電子郵件地址，或雙方書面同意的其他方式，則該通知應視為已足夠。</p> <p>13.9 對方和簽名。本協議可以通過對等文件和/或傳真或電子副本方式執行，其中任何一種或多種形式均被視為構成原件，但所有這些都將構成一份文書。本協議或與本協議有關的任何其他契約，記錄、證書或其他文件的簽名（包括契約或其他記錄上或與之相關的任何電子簽名，符號或程序，並由一個人採用以簽屬、認證或接受這種契約或紀錄），以及通過電子方式形成的任何契約或記錄，應具有與親筆簽署或使用紙質記錄保存系統相同的法律效力和可執行性。</p>
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<p>enforceability as a manually executed signature or use of a paper-based recordkeeping system.</p> <p>13.10 Governing Language. This Agreement is drafted in the English language. Each party accepts and approves the English language version of the Agreement signed by both parties as controlling in any dispute between the parties arising from or related to the Agreement.</p>	<p>13.10 標準語言。本協議以英文草擬。雙方接受以雙方簽署的協議的英語版本為準，並以其處理任何雙方之間因協議引起的或與之相關的任何爭議。</p>
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Section 14 Special Terms for Group Orders Only	第14節 團體訂單適用之特殊條款
<p>Where a lead institution in a consortium (the “Group Administrator”) is ordering on behalf of itself and other consortium members, this Section applies:</p> <p>14.1 Ordering. Group Administrator may order the Service on behalf of consortium members by completing the relevant portions of the agreed upon pricing or order document and agreeing to this Agreement. Group Administrator also orders and allocates authorizations and passwords for the Service on behalf of consortium members listed on the agreed upon pricing or order document. Group Administrator is not a buyer of the Service for resale. Any material change in group membership or group participation may result in commensurate changes in the fees for the applicable Service.</p> <p>14.2 Consortium Member's Agreement. Group Administrator warrants, as the consortium agent, that it is authorized to and hereby binds consortium members to this Agreement and shall indemnify OCLC from all loss, expense and damage arising from a breach of such warranty. Group Administrator shall provide each consortium member with a copy of this Agreement prior to Product and Service activation. Each order for consortium members shall constitute a binding contract between OCLC and the consortium member.</p> <p>14.3 Payment by Group Administrator. Group Administrator shall be liable for paying to OCLC all charges and applicable taxes for consortium members for the Products and Services in accordance with the terms of this Agreement.</p> <p>14.4 Non-exclusivity. Nothing herein shall limit OCLC's right to distribute any Products or Services independent of Group Administrator.</p>	<p>如果群組之開團機構（“群組管理人”）代表自己和其他群組成員下單，則本節適用：</p> <p>14.1 訂購。群組管理員可以代表群組成員訂購服務，方法是通過完成商定的價格或訂購文件的相關部分並同意本協議。群組管理員還代表商定的價格或訂單文件上列出的群組成員訂購並分配服務的授權和密碼。群組管理員不是該服務的轉售者。團體成員資格或團體參與的任何重大變化都可能導致適用服務的費用發生相應的變化。</p> <p>14.2 群組成員協議。群組管理員保證，作為群組代理人，他已獲得群組成員的授權，並據此對本協議具有約束力，並應賠償OCLC因違反此類保證而引起的所有損失、費用和損害。在啟動產品和服務之前，群組管理員應向每個群組成員提供本協議的副本。群組成員的每個訂單均應構成OCLC與群組成員之間的有約束力的契約。</p> <p>14.3 由群組管理員付款。根據本協議的條款，群組管理員有責任向OCLC支付群組成員的產品和服務的所有費用和適用的稅款。</p> <p>14.4 非專屬性。本文中的任何內容均不應限制OCLC獨立於群組管理員之外，分發任何產品或服務的權利。</p>