SCHEDULE 3A

WorldCat® Discovery Services/FirstSearch®

Section 1. Description FirstSearch is a proven and highly trusted tool that empowers anyone to find the authoritative content they need in every format from worldwide library collections. FirstSearch delivers the precise, full-featured WorldCat searching that library staff and researchers value. Section 2. Definitions All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement. Section 3. Discovery Service 3.1. Content. The Bibliographic Data, Holdings Data, OCLC and/or 3rd party databases and other content available through

- 3.1. Content. The Bibliographic Data, Holdings Data, OCLC and/or 3rd party databases and other content available through the Service may change from time to time and are subject to OCLC and/or third-party claims of copyright and other rights and may be subject to supplemental terms and conditions. The Product Description, documentation, features and/or functionality of the Service, and/or the WorldCat.org service may also change from time to time. Certain databases may only be accessed if Institution subscribes to that database
- 3.2. **Bibliographic Data.** Bibliographic Data may not be stored other than temporarily as required for use authorized by the Agreement and shall not be otherwise transferred, or accessed by any other person not an Authorized User.
- 3.3. Cataloging Prohibited. Use of the Service for cataloging purposes is expressly prohibited. Institution may not resell the Service or the Bibliographic Data or other content accessible through the Service.

3.4. Compatibility.

through a third party.

- (a) Certain parts of the Service function properly only when interacting with a local library system which is compatible with and supported by the Service. A list of local library systems which are compatible with and supported by the Service is available from OCLC. Prior to placing its order, Institution should verify that its local library system is compatible with and supported by the Service.
- (b) In the event Institution's local library system is or becomes incompatible with or unsupported by the Service at any time during the term of this Agreement OCLC may if requested by Institution make reasonable efforts to resolve the issue at OCLC's then current rates. If such efforts are unsuccessful OCLC or Institution may terminate this Schedule upon written notice to the other party.

Section 4. Third Party Database Terms

4.1. **British Library Database.** Bibliographic Data made available from the British Library is licensed solely for non-commercial use. For the purpose of this Section "Non-Commercial Use" means internal or personal use solely for the purpose of resource discovery, learning, teaching, academic,

第一節 說明

FirstSearch 是一個經過驗證以及高度可信賴的工具,它使任何人都可以從全球圖書館館藏中找到他們需要各種形式的權威內容。FirstSearch 提供了圖書館工作人員和研究人員所重視的精確、功能齊全的WorldCat 搜尋。

第二節 定義

本文未定義的所有大寫術語應具有與框架協議中相同之涵義。

第三節 Discovery 服務

- 3.1. 內容。書目數據,館藏數據,OCLC 和/或第三方數據庫以及通過本服務獲得的其他內容可能會不時更改,並可能受到 OCLC 和/或第三方對版權和其他權利以及補充條款和規定之限制。產品介紹、文件、功能和/或 WorldCat.org 服務也可能將不時更改。某些數據庫只有在機構通過第三方訂閱該數據庫時,才能使用。
- 3.2. **書目數據**。書目數據除了按照協議授權的情形下 暫時儲存外,不得以其他方式轉讓,或由非授權 用戶的其他人登錄。
- 3.3. **禁止編錄**。明確禁止為編錄目的而使用本服務。 機構不得轉售服務本身、書目數據或可透過服務 取得的其他資訊內容。

3.4. 相容性。

- (a) 本服務的某些部份只有在與本服務相容並受其 支援的本地圖書館系統互動時才能正常運行。 OCLC 提供了一份與本服務相容並受其支援的 本地圖書館系統的列表。在下訂單之前,機構 應確認其本地圖書館系統與本服務相容並受其 支援。
- (b) 在本協議有效期內的任何時間,若機構的本地圖書館系統與,或變得與本服務不相容或不受其支援,則 OCLC 可以應機構的要求做出合理的努力,以 OCLC 當時的費率解決此問題。如果這樣的努力失敗,OCLC 或機構可以於書面通知另一方後終止本附表。

第四節 第三方數據庫條款

4.1. **大英圖書館數據庫**。大英圖書館提供的書目數據 僅許可用於非商業用途。就本節而言,"非商業用 途"係指僅出於資訊發掘,學習,教學,學術或科 學研究,私人研究,書目信息驗證和/或材料識別 or scientific research, private study, verification of bibliographic information, and/or the identification of materials to be ordered via interlibrary loan, from document vendors, or from other sources from which materials may be acquired, and specifically excludes transmission, selling on, redistribution or circulation of any form outside of Institution's organization or use in violation of the Agreement.

4.2. National Library of Medicine ("NLM Database").

- (a) Organizations or institutions may download NLMproduced citations and reuse these records within their organization or institution. NLM suggests that organizations limit the number of records to 1,000 per month. Since NLM makes corrections and enhancements to and performs maintenance on these records at least annually, you should plan to replace or correct the records once a year to ensure that they are still correct and searchable as a group.
- (b) NLM databases are produced by a U.S. government agency and as such the contents are not covered by copyright domestically. They may be copyrighted outside the U.S. Some NLM produced data is from copyrighted publications of the respective copyright claimants. Users of the NLM databases are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are incorporated by reference. Users should consult legal counsel before using NLM-produced records to be certain that their plans are in compliance with appropriate laws.

的目的而進行的內部或個人用途可以通過館際互 借, 文件銷售商或其他可獲取材料的來源進行訂 購, 並特別屏除在機構組織外部進行的任何形式 的傳輸, 出售, 再分配或分發或違反協議的使 用。

4.2. 國家醫學圖書館 ("NLM 數據庫")。

- (a) 組織或機構可以下載 NLM 產生的引用, 並在 其組織或機構內重複使用這些記錄。 NLM 建 議組織將記錄數量限制為每月1,000條。由於 NLM 至少每年會對這些記錄進行更正和增強, 並進行維護, 因此, 您應該計劃每年替換或修 正這些記錄一次, 以確保它們仍然是正確的, 並可以作為可搜尋之組合。
- (b) NLM 數據庫是由美國政府機構生產的, 因此其 內容在國內不受版權保護。它們可能在美國以 外的國家有版權。某些 NLM 產生的數據來自 於各自版權所有者的版權出版物。 NLM 數據 庫的用戶對遵守任何版權限制負全部責任,並 且參考書目引用中出現的出版物數據以及原始 出版物中出現的版權聲明, 所有這些內容均通 過引用併入本文。用戶在使用 NLM 生成的記 錄之前,應諮詢法律顧問,以確保其計劃符合 適當的法律。