



# WorldCat® Services Agreement

The terms of this agreement (the "Agreement") govern your acceptance of the WorldCat Services Agreement. By clicking the "**I Accept** This Agreement" button below, you expressly agree to be bound by the terms of this Agreement.

This agreement is effective as of the date of acceptance of terms and approval of submission (the "Effective Date") by and between OCLC Online Computer Library Center, Inc. ("OCLC") and the Institution/Company identified in the Application form ("Institution/Company").

## I. Content

- A. OCLC will provide Institution/Company with electronic access to a subset of bibliographic data (the "WorldCat Metadata") from the WorldCat® (the OCLC Online Union Catalog) database ("WorldCat"). OCLC hereby grants to Institution/Company a non-exclusive, nontransferable license to use the WorldCat Metadata on your web site and services results pages that respond to queries for web searches provided by Institution/Company. OCLC will include a link from the WorldCat Metadata back to an application at OCLC that will provide access to limited WorldCat Metadata and holdings information for the WorldCat records provided in the Institution/Company results pages. All WorldCat Metadata and holdings will remain on OCLC servers and OCLC will grant Institution/Company' crawler controlled access via IP recognition to the OCLC Linux server in order for Institution/Company to obtain the WorldCat Metadata necessary to index OCLC records as permitted under this Agreement.
- B. Institution/Company will provide OCLC with instructions for making WorldCat available to the Institution/Company harvesting mechanism and the domain(s) for Institution/Company' harvester application. Institution/Company will provide guidance/feedback to OCLC as requested by OCLC to ensure maximum exposure of OCLC WorldCat Metadata to Institution/Company customers through the Institution/Company search engine. Institution/Company agrees to make available to OCLC statistics of harvested OCLC WorldCat Metadata upon request from OCLC so that OCLC can monitor progress of indexing records within the Institution/Company search engine.
- C. OCLC will provide Institution/Company with a web site address for accessing the WorldCat Metadata, including hypertext links that will provide access to WorldCat Metadata. OCLC will, in its sole discretion, determine how much WorldCat Metadata to make available to

Institution/Company, including the number of bibliographic records and the amount and type of metadata per record.

- D. Institution/Company agrees to notify OCLC thirty (30) days in advance of its intention to use WorldCat Metadata on sites other than the Institution/Company sites and services results pages.
- E. Institution/Company agrees to provide its customers access to WorldCat Metadata free of charge. Institution/Company agrees not to provide its customers with a separate, searchable interface to WorldCat Metadata or to harvest the WorldCat Metadata for any purpose other than to incorporate it into the Institution/Company web site.

## II. **Terms**

- A. Fees. Each party shall be entirely responsible for meeting its own costs incurred with respect to the matters described in this Agreement and neither shall be obligated to make any payment to the other under the terms of this Agreement.
- B. Communications. OCLC will communicate the Institution/Company link to its member libraries through its standard communication channels with no further approval from Institution/Company. Both parties agree not to utilize each other's names, trademarks, or services marks on any communications, including but not limited to, press releases, advertisements, and marketing materials, without the prior written authorization of the other party. Both parties must respond to prior written notices within 5 business days or will be deemed to be an approved document for distribution through its standard communication channels. OCLC has the right to respond to any and all press inquiries without further permission from Institution/Company.
- C. Change of Control. This Agreement will survive a change of control event of either party, subject to the other party's prior written consent. Institution/Company may provide access to WorldCat Metadata to users/customers of any additional or successor Web site(s) sponsored by Institution/Company only with OCLC's prior written consent and only if such additional or successor Web site(s) agrees in writing to be governed by the terms of this Agreement.
- D. Trademarks and Ownership Issues. Neither party shall, by virtue of this Agreement or the transactions contemplated herein, acquire any ownership right or interest in the trademarks, copyrights and other intellectual property of the other party. WorldCat records and metadata are owned by OCLC member libraries and as such are subject to certain usage restrictions. To give effect to those usage restrictions, OCLC will include certain terms and conditions in the interface that OCLC will provide to WorldCat from

<http://www.oclc.org/worldcat/policies/terms/default.htm>.

Under no circumstances shall Institution/Company sell, license, publish, display, distribute or otherwise transfer to any third party WorldCat Metadata or holdings information or any copy thereof, in whole or in part, except as expressly permitted under the terms of this Agreement or except as permitted by OCLC in writing. Institution/Company shall, to the fullest extent permitted under applicable law, indemnify and hold OCLC harmless from all claims based upon or arising from such misuse of the WorldCat Metadata. The parties agree that no money damages could adequately compensate OCLC for violation or breach by Institution/Company of the covenants contained herein, and therefore OCLC shall be entitled to enforcement of this Agreement by injunction or other equitable relief in the event of any such violation or breach by Institution/Company.

- E. Usage. In the event OCLC determines that Institution/Company has breached any material term of this Agreement or believes that a customer/user(s) accessing WorldCat Metadata through the Institution/Company web site and/or link has used such WorldCat Metadata in a manner that violates the terms of this Agreement or WorldCat usage restrictions, OCLC may immediately suspend access to WorldCat via such sites. OCLC will notify Institution/Company as soon as practical after such suspension and Institution/Company agrees to use reasonable commercial efforts to comply with requests by OCLC in its effort to stop such unauthorized use. If the unauthorized use is stopped, OCLC will restore access to WorldCat. In the event of termination of this Agreement, Institution/Company agrees to remove all WorldCat Metadata from its web pages and services within 24 hours after a written request from OCLC.

Neither party will take any action that would adversely affect the functionality of the other's services or systems.

- F. Warranty. Neither party makes any representations or warranties regarding the other party's user traffic or sales. The WorldCat Metadata and links provided by OCLC to Institution/Company are provided AS IS. OCLC AND Institution/Company MAKE NO WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, WITH RESPECT TO THEIR SERVICES AND WEB SITES.

- G. Indemnification. Each party hereby agrees to indemnify, defend and hold harmless the other party and its affiliates, directors, officers, employees, independent contractors and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including attorneys' fees and other costs) relating to the development, operation, maintenance and contents of its own Web site and services.

The foregoing obligations shall exist only if the party seeking indemnification ("Indemnitee"): (i) promptly notifies the Indemnitor of any such claim, (ii) provides the Indemnitor with reasonable information, assistance and cooperation in defending the lawsuit or proceeding, and (iii) gives the Indemnitor full control and sole authority over the defense and settlement of such claim. The Indemnitee may join in defense with counsel of its choice at its own expense. The Indemnitor shall only reimburse the Indemnitee for expenses incurred by the Indemnitee with the Indemnitor's prior written approval.

- H. Term and Termination. The term of the Agreement shall be for one (1) year from the Effective Date, with automatic renewal for additional one (1) year terms. This Agreement and all licenses granted hereunder may be terminated by either party at any time upon thirty (30) days' prior written notice. In addition, this Agreement will terminate automatically in the event that either party ceases to do business or that said Institution/Company ceases to be available via the World Wide Web. Upon termination, neither party will have any further right to feature a link to the other party's web site and will remove any and all references to the other party, its web site and any product or service of the other party existing under this Agreement from all web sites of the other party, unless agreed to otherwise by both parties in writing.
- I. Notices. Any notices required or permitted to be given hereunder shall be in writing and shall be deemed given (i) when delivered personally to any officer of the party being notified or (ii) on the third business day after being sent by registered or certified U.S. mail, postage prepaid, return receipt requested, addressed as follows:

If to OCLC, to: OCLC Online Computer Library Center, Inc.  
6565 Frantz Road  
Dublin, Ohio 43017-3395  
ATTENTION: New Services

With a copy by regular mail to: OCLC Online Computer Library Center, Inc.

6565 Frantz Road  
Dublin, Ohio 43017-3395  
ATTENTION: Legal Department

Either such address may be changed at any time by notice to the other party in accordance with this Section I.

- J. Severability. The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions, which shall continue in full force and effect. In substitution for any provision held unlawful, there shall be substituted a provision of similar import reflecting the original intent of the parties hereto to the extent permissible under law.
- K. Nature of Relationship. Except as specifically otherwise provided herein, neither party will act as an agent of the other party nor shall either party be deemed an agent or employee of the other party for any purpose including but not limited to the purpose of any employee benefit program, income tax withholding, F.I.C.A. taxes, unemployment benefits, or otherwise. Neither party shall incur any obligations on the other party's behalf, nor commit the other party in any manner without that party's prior written consent.
- L. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- M. Entire Agreement. This document sets forth the entire agreement between the parties with respect to the subject matter hereof and shall be amended only by a writing signed by the parties.