

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

OCLC, Inc.,

Plaintiff,

v.

**CLARIVATE, PLC; CLARIVATE
ANALYTICS (US) LLC; PROQUEST
LLC; and EX LIBRIS (USA), INC.,**

Defendants.

Case No. 2:22-cv-2470

Judge

Magistrate Judge

DEMAND FOR JURY TRIAL

**COMPLAINT FOR TEMPORARY RESTRAINING ORDER, INJUNCTIVE
RELIEF, AND DAMAGES**

OCLC, Inc., (“OCLC”), by and through counsel, files this Complaint for a temporary restraining order, injunctive relief, and damages against Clarivate, Plc, Clarivate Analytics (US) LLC, ProQuest LLC, and Ex Libris (USA), Inc., (“Defendants”) and in support thereof, states the following:

NATURE OF ACTION

1. OCLC is an Ohio non-profit organization originally founded in 1967 that provides shared technology services, original research, and community programs for its membership and the library community at large.

2. OCLC has spent 55 years and made substantial investments, including approximately 68 million dollars over the past two years and 162 million dollars over the past five years, developing and enhancing its library of bibliographic records and associated metadata, which OCLC markets as WorldCat®. WorldCat® is the authoritative source of library bibliographic records. WorldCat® is integrated into and is an important part of OCLC’s other

product and service offerings to libraries and academic institutions around the world. WorldCat® is an essential part of OCLC's business as a whole, making up an average of 40% of OCLC's revenue over the past 5 years.

3. OCLC provides the infrastructure for libraries to collaborate, create and share bibliographic records, thus providing efficiencies and lowering overall costs for record creation.

4. In order to support all libraries, OCLC works neutrally with all integrated library systems ("ILS") and library service platform ("LSP") providers. OCLC offers an LSP, which is built around WorldCat data.¹ ILS/LSPs can interoperate with OCLC cataloging services so that individual libraries can copy a WorldCat record into their local ILS/LSP instance for those individual libraries' use and contribute new or updated records to WorldCat.

5. Clarivate, Plc ("Clarivate") is a multi-billion dollar global information, analytics, and workflow solutions company that is publicly traded on the New York Stock Exchange. Clarivate focuses on serving the Academia & Government, Life Sciences & Healthcare, Professional Services, and Consumer Goods, Manufacturing & Technology end-markets.

6. Clarivate and its defendant subsidiaries named in this action provide, among other things, products and services that directly compete with those offered by OCLC and others within the ILS/LSP market. Indeed, Clarivate's share of the ILS/LSP market dwarfs all other competitors, including OCLC, and Clarivate (and its subsidiaries) has established this dominant market position over the past several years through a series of targeted acquisitions.

7. Despite these acquisitions and their own internal efforts, Defendants have never been able to develop or offer customers a library bibliographic record product with the same quality, coverage, and popularity as OCLC's WorldCat®.

¹ While there are some differences between ILSs and LSPs, this terminology is often used interchangeably and for the purposes of this Complaint, will be hereinafter referred to collectively as, "ILS/LSP."

8. In March 2022, OCLC became aware that Defendants are working on a platform called MetaDoor, which Defendants have publicly acknowledged will directly compete with OCLC's WorldCat®. Instead of devoting the time and other substantial resources that OCLC has invested to create its industry-leading WorldCat®, Defendants have chosen to take shortcuts by using the MetaDoor platform to misappropriate catalog records and metadata created by OCLC, its members, and others.

9. Defendants have been contacting OCLC customers and encouraging them to contribute the bibliographic records from WorldCat®, and provide access to those records from the MetaDoor platform, all of which is in direct breach of those customers' contractual obligations to OCLC. In addition to tortiously interfering with OCLC's contractual relationships with its customers, Defendants are also tortiously interfering with OCLC's prospective business relationships by providing OCLC's WorldCat® records to MetaDoor users without requiring those users to subscribe to use WorldCat® or otherwise pay OCLC for those records.

10. Defendants have also conspired with each other to tortiously interfere with OCLC's contractual relationships and prospective business relationships.

11. Defendants have publicly stated that they plan to offer MetaDoor to current and future customers for free, which would include access and use of the WorldCat® bibliographic records that are being uploaded, linked to, and/or otherwise transferred into MetaDoor. Defendants' actions are not purely altruistic, however. Instead, this is just Defendants' latest attempt to further consolidate their dominant position in the ILS/LSP market. Defendants are engaging in profit-sacrificing behavior to ultimately drive OCLC (and potentially its other competitors) from the ILS/LSP market. And given the importance of WorldCat® to OCLC's

continued operations, Defendants are likely to succeed unless they are stopped from pursuing their current course of wrongful actions.

12. Defendants know that without being able to steal valuable WorldCat® records, MetaDoor will not survive. MetaDoor's entire structure is built on the back of WorldCat® and the more than five decades worth of work and hundreds of millions of dollars invested by OCLC to create it.

THE PARTIES

13. OCLC, Inc. ("OCLC") is an Ohio nonprofit corporation with its principal place of business in Dublin, Ohio.

14. Clarivate, Plc ("Clarivate") is a Jersey, Channel Islands corporation with its principal place of business in London, United Kingdom. Clarivate is publicly traded on the New York Stock Exchange, and it owns and oversees defendants Clarivate Analytics (US) LLC, ProQuest LLC, and Ex Libris (USA), Inc.

15. Clarivate Analytics (US) LLC ("Clarivate Analytics") is a Delaware corporation with its principal place of business in Philadelphia, Pennsylvania. Clarivate Analytics is a subsidiary of Clarivate Plc. On information and belief, Clarivate Plc operates in the United States through Clarivate Analytics.

16. ProQuest LLC ("ProQuest") is a Delaware corporation with its principal place of business in Ann Arbor, Michigan. ProQuest is a subsidiary of Clarivate.

17. Ex Libris (USA), Inc. ("Ex Libris") is a New York corporation with its principal place of business in Chicago, Illinois. On information and belief, it is part of the Ex Libris Group, an Israeli corporation with its principal place of business in Jerusalem, Israel. Ex Libris is a subsidiary of ProQuest.

JURISDICTION AND VENUE

18. This is a complaint for declaratory relief, injunctive relief, and damages under Ohio law for tortious interference of contract, tortious interference of prospective business relationships, and conspiracy to do the same. Jurisdiction is conferred by 28 U.S.C. § 1332 and § 2201. The amount in controversy exceeds the value of \$75,000, exclusive of interest and costs, and an actual controversy exists between the parties.

19. Defendants themselves and through their subsidiaries and affiliates transacted business in Ohio; caused tortious injury by an act or omission in Ohio; caused tortious injury in Ohio by an act or omission outside Ohio and regularly do or solicit business, engage in a persistent course of conduct, and derive substantial revenue from services rendered in Ohio; and/or caused tortious injury in Ohio to OCLC by an act outside Ohio committed with the purpose of injuring OCLC, when they reasonably knew OCLC would be injured in Ohio. Ohio Rev. Code § 2307.382(A)(1), (3), (4), (6).

20. Venue is appropriate in this district under 28 U.S.C. § 1391.

STATEMENT OF FACTS

I. About OCLC

21. OCLC is headquartered in Dublin, Ohio, and is a tax-exempt, non-profit, membership, computer library service and research organization dedicated to the public purposes of furthering access to the world's information and reducing the rate of the rise in library costs.

22. OCLC employs approximately 1,177 people in the United States, Canada, Europe, and Asia Pacific, 713 of which are based in Ohio.

23. More than 32,000 libraries in 170 countries and territories around the world have used OCLC services to locate, acquire, catalog, lend, preserve, and manage library materials.

24. OCLC's services to the library community include: Management Services, Metadata Services, Discovery and Reference Services, and Resource Sharing Services (collectively, "OCLC's Services").

25. Now more than ever, libraries are faced with a rapidly changing environment, evolving user needs, and increasing pressure to measure and communicate impact. Each of OCLC's Services provide a range of products that address these challenges by sharing data, streamlining workflows, and connecting people to the knowledge held in the world's library collections.

A. WorldCat®

26. At the core of OCLC's Services, is its most valuable offering—WorldCat®. WorldCat® is the world's most comprehensive database of information about library collections and is utilized in almost all of OCLC's Services.

27. For example, products within OCLC's Discovery and Reference Services search WorldCat® to allow libraries (OCLC customers) and their users to find and get access to the materials they need from their library and from other libraries around the world. There are four products in Discovery and Reference Services, each dependent on WorldCat®: World.Cat.org; WorldCat® Discovery; FirstSearch; and Web visibility.

28. Likewise, products within OCLC's Resource Sharing Services search WorldCat® to help libraries and users find items to borrow from libraries worldwide. There are seven products in Resource Sharing Services, each which can be heavily dependent on WorldCat®: Discovery to Delivery (D2D); ILLiad resource sharing management software; Relais ILL; Tipasa; UnityUK resource sharing service; WorldShare Interlibrary Loan service; and ZFL-Servier resource sharing service.

29. OCLC has spent more than 55 years creating the WorldCat® database into what it is today and it is singularly OCLC's most valuable asset.

30. OCLC has invested significant resources into developing, maintaining, improving, and enhancing WorldCat®.

31. For example, OCLC employs 235 employees (approximately 20% of its total workforce) whose job function is dedicated to the development, procurement, maintenance, improvement, and enhancement of OCLC WorldCat® records.

32. These employees have position titles like product managers, developers, product analysts, database specialists, metadata specialists, software engineers, data scientists, metadata operations, quality engineers, performance test engineers, information developers, software architects, technical managers, data scientists, business development managers, trainers, community managers, and platform engineers.

33. The reason so much money is invested into WorldCat® is because it is the core of OCLC's business and accounts directly for 40% of OCLC's revenue and indirectly accounts for 83% of OCLC's revenue when looking at the impact on OCLC's Services and downstream products.

B. What is WorldCat®?

34. WorldCat® contains more than 522 million bibliographic records. When you combine these records with the more than 3,100 collections from leading publishers, it provides access to its subscribers of more than 4 billion items from a variety of resources.

35. WorldCat® is a collection of OCLC member-contributed records, publisher records and OCLC created records that give libraries a greater web-scale presence. The more libraries that participate, the better and more useful WorldCat® becomes to libraries, their end users, and other organizations that want to interact with libraries on the Web.

36. WorldCat® also is the following:
- a. A bibliographic record supply. WorldCat automatically supplies records to libraries, to provide comprehensive coverage. Its high-quality, consistent records facilitate operational efficiency in member libraries.
 - b. A registry of library holdings. Bibliographic data tied to library locations creates a network which supports research, local discovery, and resource sharing.
 - c. A discovery environment. The library network can be accessed as a unit, enhancing convenience and reach. This network can be delivered into other discovery environments.
 - d. An infrastructure for knowledge organization. A common infrastructure supports shared approaches to description, authority control (through NACO, CONSER, etc.), and subject analysis and classification.
 - e. An infrastructure for system-wide maintenance of metadata. Shared infrastructure supports system-wide revisions (*e.g.*, MARC updates, heading changes); data mining for enriched structure (*e.g.*, FRBR, WorldCat® Identities); and syndication into other environments.
 - f. A source of intelligence about the system-wide “collective collection.” The aggregation of holdings data at the network level supports policy and service decisions about the management of collections within and across institutions.
 - g. A repository of data available in multiple ways, including via WorldCat® Application Programming Interfaces, or APIs, that allow people to combine WorldCat® data with their own applications.

37. The WorldCat® database is a union of national and other union catalogs from around the world, as well as the closest approximation of a national union catalog of library holdings in the United States. This means that WorldCat® is the fullest single source of worldwide library holdings available, access to which improves the efficiency with which items can be located in—and requested from—library collections.

C. How are WorldCat® records created?

38. WorldCat® records are bibliographic data regarding the work, including, among other things, title, author, publisher, and number of pages, obtained from OCLC member libraries, publishers, vendors, and national libraries.

39. OCLC merges, de-duplicates, arranges, and adds metadata to enhance these records to support discovery of, exploration of, and access to the records.

40. This includes adding OCLC’s own unique identifying number, the “OCN,” which creates more effective queries and serves as an authoritative index for identifying and referring to specific titles or works. OCLC also adds Dewey Decimal Classification numbers and Faceted Application of Subject Terminology headings.

41. OCLC has also designed record enhancements that recognize connections between works and then links and merges the records together.

42. These additions further enrich the records and support enhanced discovery.

43. Of the entire WorldCat® collection, more than 93% of the records have been modified, improved, and/or enhanced by OCLC.

44. The value of WorldCat® are these modifications, improvements, and/or enhancements by OCLC.

D. How does WorldCat® work?

45. When a library receives a new title, it searches for that work in WorldCat®. If there is a record, the library can download the record, add additional information, and then add the record to their local library catalog or ILS/LPS). Often, WorldCat® already has a record for a title. This is due to its longstanding relationships with national libraries, libraries across the world, publishers, and other vendors who provide these records. WorldCat® thus saves libraries hundreds of hours of cataloging work.

46. Many publisher and vendor records are immediately added to WorldCat because OCLC has diligently worked over decades to develop relationships with publishers so that there are established electronic feeds of the records to WorldCat® of their published titles.

47. If a library receives a new title that does not already have a WorldCat® record, the library creates a record, which is then added to WorldCat® for other users to utilize.

48. Algorithms look for duplicates and provide other data control to maintain the high quality of WorldCat records.

49. Customers must have a paid subscription to use WorldCat®.

50. WorldCat® is integrated into and supports nearly all of OCLC's other products and services.

E. WorldCat® Customers

51. Almost 8,000 libraries have subscriptions to use WorldCat® ("WorldCat® Customers").

52. Of all of OCLC's customers, approximately 43% are WorldCat® Customers (collectively, "OCLC Metadata Customers"). These WorldCat® Customers represent:

- a. Academic libraries—including Harvard, Yale, The Ohio State University, Drexel University, Saddlebrook College, etc.

- b. Community colleges—including City College of San Francisco, Harford Community College Library (MD), Chattanooga State Community College (TN), Columbus State Community College (OH), etc.
 - c. Public libraries—including Columbus Metropolitan Library, Los Angeles Public Library, Lakewood Public Library, etc.
 - d. State and Government libraries—including the Nevada State Library, Library of Congress, Federal Reserve Bank of Cleveland, Space Intelligence Center, etc.
 - e. Special Libraries—including Sladen Library, Henry Ford Hospital, Gateway Seminary, The Getty Research Institute, Ashridge Executive Education, The National Gallery (UK), Wellcome Library (UK), etc.
 - f. Library Consortia—including California Digital Library (CDL), OhioLink, etc.
53. Even OCLC Member Subscribers that use non-OCLC services or platforms rely on WorldCat® for their record cataloging needs.
54. Significant costs are involved in the ongoing provision of the high-quality database on which OCLC WorldCat® Customers rely.
55. This requires WorldCat Customers to share the benefits and costs of WorldCat® as part of the overall OCLC Cooperative.
56. Because there is a practical need to sustain the economic viability and value of WorldCat® over the long term, all WorldCat® Customers must agree to OCLC's contractual requirements, including WorldCat®'s Rights and Responsibilities, to be part of the OCLC Cooperative.

II. Clarivate and Its Affiliates Are the Most Dominant Player in the ILS/LSP Market.

57. OCLC is one of several entities that provides cataloging, discovery, and resource sharing services to libraries and academic institutions around the world, but it is neither the largest

nor most dominant player within the broader ILS/LSP market in which these services are offered. That distinction currently belongs to defendant Clarivate, as a result of its acquisition of ProQuest in December of 2021.

58. ProQuest, now a subsidiary of Clarivate, provides content and research technology and services to researchers and librarians around the world. ProQuest first began as a producer of microfilm products for libraries and academic institutions and later shifted its operations to the electronic publishing of journals, eBooks, primary sources, dissertations, news, and video.

59. In December of 2015, ProQuest made a major push into the ILS/LSP market by acquiring Ex Libris Group, an Israeli company with product and service offerings focused on technology-based workflow and resource management tools for libraries, researchers, and students in higher education and academic institutions. After the acquisition, Ex Libris became a business unit within ProQuest.

60. In acquiring Ex Libris, ProQuest obtained a number of products and services within the ILS/LSP space, including two integrated library systems, Aleph and Voyager, and a cloud-based library services platform, Alma. Each of these products/services is provided to customers on a subscription basis.

61. Alma, Voyager, and Aleph all directly compete with OCLC's ILS/LSP services, including WorldShare Management Services, Sunrise, LBS and Olib.

62. At the time of the 2015 acquisition, Ex Libris was the leading company in the ILS/LSP market, enjoying approximately 53% of the market share among Association of Research

Library (“ARL”)² institutions.³ In comparison, Ex Libris’ next closest competitor at the time, Innovative Interfaces, Inc. (“Innovative”), held a 28% share, and OCLC had only a 2.4% share.⁴

63. While ProQuest-Ex Libris became the largest player within the broader ILS/LSP market in 2015, they did not offer any products or services in the library bibliographic record and metadata space that were as popular or widely-used as OCLC’s WorldCat®.

64. In late 2019, ProQuest-Ex Libris sought to further consolidate its ILS/LSP market position by acquiring its largest competitor, Innovative. ProQuest completed its acquisition of Innovative on or around January 16, 2020.

65. With the acquisition of Innovative, ProQuest-Ex Libris acquired, among other products and services, Innovative’s separate record cataloging utility named SkyRiver, which directly competes with OCLC’s WorldCat. Like Alma, Voyager, and Aleph, SkyRiver is provided to customers on a subscription basis.

66. ProQuest’s acquisition of Innovative further collapsed competition within the ILS/LSP market, as ProQuest (through Ex Libris and Innovative) now owned over 84% of the market among ARL institutions, 72% among all academic institutions, and 54% among public libraries.⁵ In contrast, OCLC, now Clarivate’s second largest competitor in the ILS/LSP market, held only a 4% market share among ARL institutions, 10% among academic institutions, and 10% among public libraries.⁶

² The Association of Research Libraries is a membership organization of libraries and archives in major public and private universities, federal government agencies, and large public institutions in Canada and the United States. See Association of Research Libraries, <https://www.arl.org/> (last visited June 13, 2022).

³ Letter from the Scholarly Publishing and Academic Resources Coalition (“SPARC”), at 8 (Oct. 22, 2021), <https://sparcopen.org/wp-content/uploads/2021/10/SPARC-FTC-Letter-in-Opposition-to-the-Clarivate-ProQuest-Merger.pdf> (last visited June 13, 2022).

⁴ *Id.* at 9.

⁵ *Id.* at 2, 9; Roger C. Schonfeld, *What are the Larger Implications of Ex Libris Buying Innovative?*, ITHAKA S+R Blog, (Dec. 5, 2019), <https://sr.ithaka.org/blog/what-are-the-larger-implications-of-ex-libris-buying-innovative/>.

⁶ SPARC Letter, *supra* note 2, at 9; Schonfeld, *supra* note 5.

67. With the acquisition of Innovative in 2020, ProQuest's combined position within the ILS/LSP market dwarfed all other market participants, including OCLC.

68. On or around May 17, 2021, Clarivate, Plc, a multibillion-dollar, publicly-traded, global information, analytics and workflow solutions company, announced a definitive agreement to acquire ProQuest and its subsidiaries.

69. Clarivate's announcement of the proposed acquisition was met with sharp criticism and concern from some libraries and academic institutions. SPARC, an alliance of over 200 academic and research libraries working to make research and education open and equitable, submitted a letter opposing the acquisition based on, among other reasons, the monopoly Clarivate-ProQuest would have over the ILS/LSP market for libraries.⁷

70. Clarivate completed its acquisition of ProQuest on or around December 1, 2021.

71. Clarivate acquired ProQuest in 2021, in part, due to ProQuest's massive share of the ILS/LSP market, which enabled Clarivate to offer these services to current and potential customers and round out its Academia & Government Product Line.

72. On information and belief, since the ProQuest acquisition, Clarivate Analytics oversees and is responsible for Clarivate's U.S. operations and the Academia & Government Product Line, which includes those products and services offered by ProQuest and Ex Libris.

73. On information and belief, since the ProQuest acquisition, Defendant Ex Libris (USA), Inc. oversees and is responsible for the Ex Libris Group's U.S. operations and the development and marketing of ILS/LSP products and services, including MetaDoor.

74. When Clarivate acquired ProQuest, it also acquired the cataloging utilities and resources within ProQuest's (and Ex Libris' and Innovative's) product/services portfolio,

⁷ SPARC Letter, *supra* note 3, at 2-3.

including SkyRiver. However, SkyRiver and ProQuest's other offerings have never been as popular or successful as OCLC's WorldCat®, and WorldCat® remains the industry standard among libraries and academic institutions for cataloging resources. While Defendants claim that SkyRiver has over 70 million records within its catalog, WorldCat® has over 500 million records, and SkyRiver has not been able to successfully create the same high-quality records available through WorldCat.

75. Given the deficiencies of SkyRiver and Defendants' other cataloging resources, Defendants began developing a separate cataloging resource called MetaDoor to directly compete with WorldCat®. On information and belief, MetaDoor is part of Defendants' strategy to target OCLC and further consolidate its dominant position in the ILS/LSP market.

III. Defendants create and promote MetaDoor, a bibliographic record “index” as a direct competitor to OCLC’s WorldCat® cataloging database.

76. Since at least March 2022, Defendants have been promoting the launch of MetaDoor, a cataloging resource platform offered by Ex Libris. During a virtual sales presentation on May 18, 2022, an Ex Libris product manager based in Cleveland, Ohio characterized MetaDoor as “an alternative to OCLC WorldCat” or another “choice into [sic] the marketplace.” Defendants have positioned MetaDoor to compete directly with OCLC's WorldCat®.

77. MetaDoor is being marketed as an open source cataloging platform through which any library, even if it does not have a subscription to Defendants' ILS/LSP products, such as Alma or Voyager, can access MetaDoor records, use bibliographic metadata tools, and other bibliographic record services. This includes libraries that subscribe to OCLC's and other competitors' cataloging and ILS/LSP products.

78. Like WorldCat®, MetaDoor is a cataloging resource tool that can integrate with other companies' ILS/LSP products and that aims to streamline libraries' cataloging workflows.

79. MetaDoor is designed to have its bibliographic records populated by users. In fact, Defendants described MetaDoor in the May 18, 2022 presentation as “a free metadata sharing platform” based on “peer-to-peer sharing of bibliographic records.” According to the same presentation, MetaDoor users download their bibliographic records and then upload those records to MetaDoor to make them available to all MetaDoor users. MetaDoor, once launched, will therefore rely on the user community to provide the necessary bibliographic records and metadata.

80. After the “open” MetaDoor platform is initially populated with records, or metadata from records, a library cataloger can search for new titles or records in MetaDoor. Based on the title, the cataloger is able to see which libraries and institutions have records for that title or resource, and the cataloger selects the record(s) she wishes to create for her institution’s library management system.

81. Upon information and belief, once the cataloger selects the desired record, or metadata from that record, MetaDoor uses the Alma cataloging functionality to create a record for the cataloger’s institution’s library management system. At this point, the cataloger imports the metadata from the selected record, *i.e.*, the title, author, etc., copies it, overlays it on their new record, and merges the selected record’s metadata into the new record. Users can also schedule automatic bibliographic record enrichment or updates from MetaDoor as new records become available on MetaDoor.

82. To effectively compete with WorldCat®, MetaDoor must somehow obtain robust, high-quality bibliographic records for users to rely on when they are cataloging a new title or resource for their library. Innovative’s SkyRiver service cannot serve as an adequate source of such records, however, due to the lesser quality and lower number of records compared to WorldCat® and other competing services.

83. Defendants have designed MetaDoor to bypass investing the otherwise significant time and resources that are necessary to develop and create the records and metadata for a world-class cataloging resource like WorldCat®. Instead, Defendants are intentionally and actively encouraging libraries and other research and academic institutions, many of which are OCLC customers, to download, link to, upload, and/or transfer their bibliographic records and associated metadata, including WorldCat bibliographic records, to MetaDoor.

IV. Defendants are actively inducing WorldCat® Customers to violate their contractual agreements with OCLC.

84. All OCLC Member Subscribers who receive OCLC products or services must agree to the terms of OCLC’s Framework Agreement and the accompanying “Schedule(s)” that apply to the products or services they receive from OCLC (collectively, the “Framework Agreement”). The Framework Agreement is attached as Exhibit A and is available on OCLC’s website.

85. Section 5.1 of the Framework Agreement states that “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.” OCLC Member Subscribers are granted a license to use OCLC products or services “solely for the noncommercial purposes described in the Product Description and the applicable Schedule.”

86. All WorldCat® Customers—i.e. OCLC Member Subscribers who have subscriptions under which they can use WorldCat®—agree to the responsibilities outlined in Section 3 of Schedule 2 to the Framework Agreement.

87. Among the stated responsibilities, WorldCat® Customers agree “that the use and transfer by the Institution of WorldCat Data is subject to the [WorldCat Rights and Responsibilities for the OCLC Cooperative]” (the “WorldCat® Policy”). The WorldCat® Policy sets forth

WorldCat® Customer’s and OCLC’s rights and responsibilities “associated with the stewardship of the WorldCat . . . bibliographic and holdings database . . . including the use and exchange of OCLC member-contributed data comprising that database.” The WorldCat® Policy is available on OCLC’s website and attached hereto as Exhibit B.

88. The WorldCat® Policy defines WorldCat® as offering a “club good,” “member good,” or “collective good,” meaning that WorldCat® derives its value through the efforts and investments of OCLC and its members. Unauthorized use “by those who do not contribute toward the cost of the providing the good” diminishes the ability of members who contribute to enjoy the benefits of the good. As the WorldCat® Policy explains, “OCLC’s public purposes include promoting the evolution of library use, of libraries themselves, and providing processes and products for the benefit of libraries and their users.” OCLC seeks to protect its customers’ investments, as well as its own substantial financial contribution to maintain, enrich, and improve the quality of WorldCat® bibliographic records and metadata.

89. WorldCat® Customers are required to “[a]bide by this policy, [to] ensure awareness of it both within their institutions and on the part of their agents, their cooperatives, and other organizations to which they make their data available,” and to “[m]ake reasonable efforts to ensure that the subsequent re-use and transfer of their WorldCat data by non-members is consistent with this policy and OCLC’s public purposes and supports the long-term viability and utility of WorldCat.”

90. Under Section 3(B) of the WorldCat® Policy, WorldCat® Customers are prohibited from “engaging in mass downloading from WorldCat without OCLC’s prior written consent,” “engaging in mass distribution of data directly from WorldCat to non-members without

OCLC's prior consent,” or “engaging in other activities that diminish the value of WorldCat to the OCLC cooperative.”

91. The WorldCat® Policy does not grant WorldCat® Customers the right to share or transfer WorldCat data to another ILS/LSP company for that company’s use. Indeed, such a right would conflict with the aforementioned provisions and the purpose and obligations under the WorldCat® Policy because it would result in unauthorized, *i.e.*, non-contributing use, of the WorldCat metadata. Similarly, mass downloading WorldCat® files and distributing those files to ILS/LSP services for use by non-WorldCat® Customers violates the WorldCat® Policy and the Framework Agreement.

92. On information and belief, one or more OCLC WorldCat® Customers have breached the Framework Agreement and WorldCat® Policy by uploading, downloading, linking to, and/or transferring WorldCat® records to MetaDoor.

93. In March 2022, OCLC first learned that Defendants were contacting its customers and non-customers to promote MetaDoor and encouraging them to share their bibliographic records to MetaDoor. It was brought up in a presentation to U.K. academic libraries on bibliographic metadata. OCLC staff were asked by Liam Sullivan, Resource Discovery Officer, Liverpool John Moores University, if it would be worthwhile loading their bibliographic data into MetaDoor by Ex Libris. Although neither Mr. Sullivan nor OCLC fully understood at the time what MetaDoor was or how the bibliographic data would be used, OCLC has previously warned customers that it is against the Framework Agreement and WorldCat® Policy to upload bibliographic records to other services (such as Alma Community Zone) that make those records available to institutions that do not have subscriptions to use WorldCat®.

94. On May 5, 2022, OCLC learned that the Defendants had contacted Charlie Barlow, Executive Director of the Boston Library Consortium (“BLC”), to ask if they would be an early adopter of MetaDoor. Defendants also highlighted that Brandeis University, a BLC member and OCLC subscriber, had agreed to be an early adopter. Mr. Barlow was also told by the Defendants that they could load all of their records into MetaDoor and they would not need any other service going forward.

95. A March 10, 2022 email chain among the Washington Community and Technical College Library Consortium Alma group, which is publicly available online, further confirms that Defendants’ representatives have been contacting libraries, including WorldCat® Customers, on a large scale, and marketing MetaDoor to OCLC’s WorldCat® Customers.⁸ These efforts include encouraging libraries to upload their records to MetaDoor and sign Consent Forms for MetaDoor to use their uploaded records. Defendants’ outreach to WorldCat® Customers to request that they upload their bibliographic records to MetaDoor necessarily implicates the uploading of WorldCat® records into MetaDoor. As one individual on the March 10, 2022 email chain noted, the overwhelming majority of the titles her institution purchases every year are WorldCat® records—of the 5,000 titles purchased annually, only two or three of the records were not WorldCat® records, *i.e.*, original bibliographic records created by the library itself.

96. From Ex Libris’ May 18, 2022 virtual sales presentation, OCLC also learned that all of MetaDoor’s “Development Partners” are OCLC WorldCat® Customers and OCLC members. Upon information and belief, these Development Partners are working with Ex Libris to develop the MetaDoor platform and have agreed to link to, upload, download, and/or otherwise transfer their bibliographic records, including WorldCat® records, to MetaDoor.

⁸ Email (Mar. 10, 2022), https://lists.ctc.edu/pipermail/wactclc-alma_lists.ctc.edu/2022-March/010806.html (last visited June 13, 2022).

97. This presentation also featured a demonstration of the MetaDoor platform where the product manager brought up a WorldCat® record, detectable through its OCN (OCLC Control Number) on every OCLC record. This record with the OCLC identifying number was presented as a sample of a “top rated record” from which the MetaDoor user could “download” the record and the metadata, and then overlay, copy, and merge the WorldCat® metadata into a new MetaDoor record. This demonstration shows that Defendants know and intend for WorldCat® records to populate MetaDoor and serve as its “top rated records” for its platform. And because OCLC would not permit Defendants to have direct access to WorldCat®, it also shows that at least one OCLC customer has provided a WorldCat® record to Defendants in breach of the Framework Agreement and WorldCat® Policy.

98. Upon information and belief, Defendants know that they are actively encouraging OCLC’s WorldCat® Customers to breach the Framework Agreement and WorldCat® Policy by downloading large numbers of WorldCat® records and then uploading them to MetaDoor.

99. Most libraries and academic institutions are WorldCat® Customers, even amongst Ex Libris Alma, Aleph, and/or Voyager users; Innovative’s Millennium, Sierra and Polaris users; EBSCO’s/Index Data’s Folio users; and Sirsi Dynix’s Horizon and Symphony users. Accordingly, upon information and belief, Defendants know that by encouraging MetaDoor users to link to, download, upload, and/or otherwise transfer their records, they are encouraging many WorldCat® Customers to link to, download, upload, and/or otherwise transfer WorldCat® records and data.

100. Upon information and belief, Defendants are also aware that if the Development Partners and prospective MetaDoor users that are WorldCat® Customers download mass quantities of their WorldCat® records and then link to, upload, and/or otherwise transfer them to

MetaDoor so that the records' metadata can be collected, those Development Partners customers violate the Framework Agreement and WorldCat® Policy.

101. Since at least 2020, Defendants have been aware of OCLC's Framework Agreement and WorldCat® Policy and that when WorldCat® Customers upload WorldCat® records to competitor ILS/LSP products and services for use by non-WorldCat® Customers, WorldCat® Customers violate the Framework Agreement and WorldCat® Policy. On April 10, 2020, the Plaintiff's General Counsel sent a letter to counsel for Defendants (ProQuest) regarding the implementation of Alma for the Florida Academic Library Services Cooperative ("FALSC") libraries. Its first paragraph stated, "I am writing to address a matter involving the use of OCLC WorldCat records in Ex Libris systems and to put Ex Libris on notice to cease and desist any activities which interfere with the contractual obligations between OCLC and its member libraries. We have learned that the project plan for FALSC's implementation of Ex Libris Alma calls for the loading of WorldCat records to the Alma Network Zone, where those records would be made available to WorldCat subscribers and non-subscribers alike. This action would create a situation where FALSC institutions would be violating their contractual obligations to OCLC."

102. Defendants also have notice when they are in possession of WorldCat® and other OCLC records and metadata because OCLC's Control Number (identified by OCN) also appears on every OCLC record.

103. Upon information and belief, Defendants also know that by linking to, uploading to and/or otherwise transferring WorldCat® records to MetaDoor and then offering those WorldCat® records and metadata to MetaDoor customers for free, Defendants are interfering with potential future WorldCat® Customers. Indeed, any potential WorldCat® Customers are unlikely

to pay (or continue to pay) for access to WorldCat® if the same WorldCat® metadata and records are available for free on MetaDoor.

104. On May 19, 2022, OCLC notified Clarivate’s Chief Legal Officer and General Counsel that Clarivate and its subsidiaries must immediately cease and desist their tortious interference and anticompetitive conduct in relation to MetaDoor.

105. On May 27, 2022, OCLC’s outside counsel sent a follow-up letter to Clarivate’s Chief Legal Officer and General Counsel to reiterate OCLC’s demand that Clarivate and its subsidiaries cease and desist their tortious interference and anticompetitive conduct in relation to MetaDoor and to put Defendants on notice of their legal obligation to preserve all evidence and materials related to this matter.

106. Even after Defendants were made aware of their illegal conduct, they have continued to conduct MetaDoor presentations and encourage attendees to indiscriminately upload their library records to MetaDoor. For instance, on May 25, 2022, Defendants hosted its Ex Libris Users of North America 2022 annual meeting, which included a session promoting MetaDoor and inviting participants to sign up and link to, upload and/or otherwise transfer their library records to MetaDoor. Defendants also made a similar presentation titled “MetaDoor—The Open Metadata Platform” at the South Africa Information Online Conference on June 8, 2022.

107. Ex Libris also announced that it will be hosting a presentation at the 2022 American Library Association Annual Conference on June 25, 2022 titled “Ex Libris Breakfast: Collaborating and Working Better Together—Resource Sharing, MetaDoor, and More,” during which “special attention will focus on MetaDoor—a new community-based, open and free metadata platform.”

108. Defendants have also succeeded in their efforts to induce OCLC's current WorldCat® Customers to breach their contractual obligations under the Framework Agreement and WorldCat® Policy through gaining access to our customer records for the purpose of sharing them in the MetaDoor platform.

V. The current and future harm to OCLC from Defendants' predatory behavior is devastating.

109. Upon information and belief, Defendants' development and marketing of MetaDoor as a free catalog resource service is a direct attack on OCLC's WorldCat® and OCLC's ability to continue to compete in the broader ILS/LSP market. MetaDoor is Defendants' next step in their decade-long efforts to consolidate their dominant position in the ILS/LSP market by eliminating potential competition, through acquisition or other means. Indeed, given WorldCat®'s importance to OCLC's operations and its other product and service offerings, the unlawful incorporation of OCLC's WorldCat® records into Defendants' free MetaDoor service would destroy OCLC's current and future customer base for WorldCat® and fundamentally threaten OCLC's ability to continue to operate. The harm to OCLC is immediate and far-reaching because Defendants have access to WorldCat® records and can use them in MetaDoor or other products and services, and it could be difficult for OCLC to trace Defendants' use of those records and associated metadata, to the extent the records and associated metadata are incorporated in any of Defendants' other products and services.

110. Defendants' free distribution of WorldCat® records through MetaDoor poses a vital threat to OCLC membership and participation in WorldCat® generally. The more libraries that participate in WorldCat® and catalog their records with OCLC, the more records that are available through WorldCat® and the more valuable that WorldCat® becomes to OCLC's members. Any loss in OCLC membership and WorldCat® participation has a direct, negative

impact on members/customers that remain. And MetaDoor's distribution of WorldCat® records and metadata for free will contract OCLC membership and WorldCat® participation.

111. WorldCat® is also one of OCLC's most financially important offerings to its members, making up an average of 40% of OCLC's revenue over the past 5 years.

112. WorldCat® also sits at the center of OCLC's family of products and services. OCLC's cataloging, resource sharing, discovery, OCLC publisher, and OCLC data services all benefit from WorldCat® records. OCLC's other products and services that would be effected by a successful attack by Defendants on WorldCat® include: WorldShare Management Services, WorldShare Metadata/OCLC Cataloging, Group Cataloging, WorldCat® Discovery Services/First Search, WorldShare License Manager, WorldShare Collection Evaluation, WorldShare Interlibrary Loan, Tipasa, WorldCat.org, ILLiad, and GreenGlass.

113. Providing WorldCat® records through MetaDoor for free thus not only undermines the strength and value of WorldCat® in the market, it also decreases its value to OCLC's other products and services, which further devalues OCLC's other products and services to current and potential customers. The negative impact of MetaDoor's use of WorldCat® records would have catastrophic consequences for every aspect of OCLC's operations.

114. Defendants know of the aforementioned importance of WorldCat® to OCLC's operations and its ability to continue to compete in the ILS/LSP market.

115. By offering MetaDoor for free, Defendants are overtly engaging in predatory market behavior, aimed at driving OCLC and other ILS/LSP competitors from the market. Defendants have directly advertised MetaDoor to any and all libraries—even those that are not Defendants' current customers. Relatedly, Defendants have advertised that libraries can use

application programming interfaces to embed MetaDoor within any non-Ex-Libris system that they already have, such as an OCLC's or other competitors' ILS/LSP products.

116. Resource cataloging platforms are cost intensive, and it is counter to Defendants' self-interest to offer such a platform for free. Even by relying on the user community to upload the records, Defendants must still incur other costs to maintain and provide MetaDoor to customers. For example, MetaDoor must maintain the metadata and implement sharing technology that is compatible with MetaDoor. Additionally, offering any service for free, even at a low internal cost, risks cannibalizing the margins of Defendants own paid catalog services, such as SkyRiver. This sort of profit-sacrificing behavior is only reasonable from a business perspective (and justifiable to Clarivate shareholders) if it is a short-term tactic designed to eliminate OCLC and other competitors from the overall ILS/LSP market.

117. For these reasons, and upon information and belief, Defendants' intentional predatory conduct overtly targets OCLC's WorldCat® and is willful, malicious, and demonstrates at least a conscious disregard of OCLC's rights. If allowed to continue unchecked, Defendants' unauthorized use of WorldCat® records in MetaDoor will destroy one of OCLC's most important offerings and cripple OCLC's ability to provide its other products and services, including those that compete directly with Defendants' products and services in the ILS/LSP market. For these reasons, OCLC has been and will be injured in Ohio and elsewhere.

VI. Defendants have entered into a conspiracy to tortiously interfere with OCLC's contractual and prospective business relationships.

118. Upon information and belief, after completing its acquisition of ProQuest in December 2021, Clarivate and its subsidiary and affiliated Defendants Clarivate Analytics, ProQuest, and Ex Libris have sought to further cement their dominant position in the ILS/LSP market.

119. As part of those efforts, Defendants have specifically chosen to directly target OCLC's WorldCat®, one of the most critical investments and sources of revenue for Defendants' second largest competitor in the ILS/LSP market. Accordingly, Defendants acted, and continue to act, in concert in furtherance of a plan or agreement to tortiously interfere with OCLC's contractual and prospective business relationships in relation to OCLC's WorldCat® service.

120. Specifically, representatives from multiple Defendants, including Ex Libris and ProQuest, have contacted OCLC's WorldCat® Customers and encouraged them to download WorldCat® records and link to, upload, and/or otherwise transfer those records to MetaDoor, all of which is in direct violation of those OCLC customers'/members' obligations under the Framework Agreement and WorldCat® Policy. As part of this plan, Defendants' representatives have reached out to OCLC customers in Ohio and all over the world, including in Europe, where Clarivate has a significant presence.

121. Based on these same actions, Defendants are acting pursuant to a common plan to interfere with OCLC's prospective customers by giving them free access to WorldCat® records through MetaDoor.

122. Upon information and belief, as a result of Defendants' plan, one or more OCLC WorldCat® Customers have breached the Framework Agreement and WorldCat® Policy by downloading WorldCat® records and linking to, uploading, and/or otherwise transferring them to MetaDoor.

123. Upon information and belief, Defendants' coordinated and intentional predatory and tortious targeting of OCLC's WorldCat® is willful and malicious, and it has caused, and will continue to cause, significant injury to WorldCat® and OCLC in Ohio and elsewhere, as discussed in further in detail *supra*, ¶¶ 109-17.

COUNT ONE

Tortious interference with contractual relationships

124. OCLC incorporates the foregoing paragraphs above by reference as if fully restated herein.

125. OCLC and WorldCat® Customers entered into contractual agreements, the Framework Agreement and WorldCat®'s Rights and Responsibilities for the OCLC Cooperative, or the WorldCat® Policy.

126. Defendants know that WorldCat® Customers have a contractual relationship with OCLC.

127. Defendants have intentionally, deliberately, willfully, maliciously, and without justification solicited WorldCat® Customers to download records and metadata and then link to, upload, and/or otherwise transfer that information to MetaDoor, which violates the Framework Agreement and WorldCat® Policy and materially interferes with OCLC's contractual relationships with its customers.

128. As a direct and proximate result of Defendants' tortious interference with OCLC's contractual agreements with its customers, OCLC has and/or will suffer immediate and irreparable injury, loss, or damage in Ohio and elsewhere for which there is no adequate remedy at law, including irreparable injury to its business and loss of customer good will, and other intangible assets, and additional damages and expenses that are not readily calculable.

129. Alternatively, the actions as described above will and/or have caused OCLC to be damaged in an amount to be determined at trial.

COUNT TWO

Conspiracy to tortiously interfere with contractual relationships

130. OCLC incorporates the foregoing paragraphs above by reference as if fully restated herein.

131. Defendants conspired to tortiously interfere with OCLC's contractual relationships with its WorldCat® Customers.

132. Defendants formed a malicious combination, or a tacit understanding or design, to create MetaDoor and encourage WorldCat® Customers to download WorldCat® metadata records and link to, upload, and/or otherwise transfer that information to MetaDoor, which Defendants know violates the WorldCat® Policy.

133. Defendants did so intentionally, deliberately, willfully, maliciously, and without justification to injure OCLC in Ohio and elsewhere.

134. Pursuant to this malicious combination, Defendants have induced or will induce WorldCat® Customers to violate their agreements with OCLC.

135. These underlying unlawful acts committed pursuant to the formed conspiracy will and/or have directly and proximately caused OCLC to suffer immediate and irreparable injury, loss, or damage in Ohio and elsewhere for which there is no adequate remedy at law, including irreparable injury to its business and loss of customer good will, and other intangible assets, and additional damages and expenses that are not readily calculable.

136. Alternatively, the actions as described above will and/or have caused OCLC to be damaged in an amount to be determined at trial.

COUNT THREE

Tortious interference with prospective business relationships

137. OCLC incorporates the foregoing paragraphs above by reference as if fully restated herein.

138. OCLC, as the owner of the world's preeminent cataloging record service, WorldCat®, has had or will have prospective business relationships with potential customers seeking a cataloging record service as part of their ILS/LSP platforms.

139. Defendants know OCLC has these prospective business relationships, which is why it created MetaDoor to compete with WorldCat® while offering WorldCat®'s own metadata to MetaDoor customers for free.

140. Defendants have intentionally, deliberately, willfully, maliciously, and without justification caused or will cause these prospective WorldCat® Customers to not enter into a business relationship with OCLC for WorldCat® by offering the WorldCat®'s metadata to MetaDoor customers for free.

141. As a direct and proximate result of Defendants' tortious interference with OCLC's prospective business relationships with future WorldCat® Customers, OCLC will suffer immediate and irreparable injury, loss, or damage in Ohio and elsewhere for which there is no adequate remedy at law, including irreparable injury to its business and loss of customer good will, and other intangible assets, and additional damages and expenses that are not readily calculable.

142. Alternatively, the actions as described above will and/or have caused OCLC to be damaged in an amount to be determined at trial.

COUNT FOUR

Conspiracy to tortiously interfere with prospective business relationships

143. OCLC incorporates the foregoing paragraphs above by reference as if fully restated herein.

144. Defendants conspired to tortiously interfere with OCLC's prospective business relationships with future WorldCat® Customers.

145. Defendants formed a malicious combination, or a tacit understanding or design, to create MetaDoor to lure future WorldCat® Customers from OCLC by offering WorldCat®'s high-quality records and metadata to MetaDoor customers for free, even if MetaDoor customers are not WorldCat® Customers and have thus not paid for a subscription to use WorldCat®.

146. Defendants did so intentionally, deliberately, willfully, maliciously, and without justification to injure OCLC in Ohio and elsewhere.

147. Pursuant to this malicious combination, Defendants have induced or will induce future WorldCat® Customers to decline to enter into a business relationship with OCLC because MetaDoor offers, in effect, the same catalog resource service for free.

148. These underlying unlawful acts committed pursuant to the formed conspiracy will and/or have directly and proximately caused OCLC to suffer immediate and irreparable injury, loss, or damage in Ohio and elsewhere for which there is no adequate remedy at law, including irreparable injury to its business and loss of customer good will, and other intangible assets, and additional damages and expenses that are not readily calculable.

149. Alternatively, the actions as described above will and/or have caused OCLC to be damaged in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, OCLC, Inc. requests that the Court enter judgment in its favor and against Defendants as follows:

(a) a declaration that Defendants' conduct in relation to its MetaDoor product, in its present state of design and plan, constitutes tortious interference, and conspiracy to do the same, with OCLC's contractual relationships and prospective business relationships;

(b) a temporary restraining order and preliminary and permanent injunctive relief prohibiting Defendants from taking any action that interferes with OCLC's contractual relationships and with OCLC's prospective business relationships;

(c) an award of compensatory damages in favor of OCLC against Defendants in an amount to be determined at trial in excess of \$75,000;

(d) an award of punitive damages;

(e) an award of attorney fees, pre-judgment interest, costs, and expenses, incurred in connection with this action; and/or

(f) for such other and further relief as the court deems just.

JURY DEMAND

Plaintiff respectfully demands a trial by jury of the maximum number permitted by law.

Dated: June 13, 2022

Respectfully submitted,

/s/ Traci L. Martinez

Traci L. Martinez (0083989), Trial Attorney

Jeffrey M. Walker (0096567)

Kathryn M. Brown (0100426)

SQUIRE PATTON BOGGS (US) LLP

2000 Huntington Center

41 South High Street

Columbus, Ohio 43215

Telephone: +1 614 365 2700

Facsimile: +1 614 365 2499

traci.martinez@squirepb.com

jeffrey.walker@squirepb.com

kathryn.brown@squirepb.com

Attorneys for Plaintiff, OCLC, Inc.

Exhibit A

Section 1 Institution Information & Signatures

INSTITUTION NAME ("<u>Institution</u>")	
LIBRARY NAME (if different from Institution)	
OCLC SYMBOL (if any)	
STREET ADDRESS	
CITY, STATE, ZIP/POSTAL CODE, COUNTRY	
CONTACT PERSON, JOB TITLE	
TELEPHONE NUMBER, FAX, E-MAIL ADDRESS	

BILLING ADDRESS (IF DIFFERENT FROM ABOVE)

STREET ADDRESS	
CITY, STATE, ZIP/POSTAL CODE, COUNTRY	
CONTACT PERSON, JOB TITLE	
TELEPHONE NUMBER, FAX, E-MAIL ADDRESS	

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

Signatures follow on next page

SIGNATURES

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.

Institution**OCLC, Inc.**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Notice Address for Institution:**Notice Address for OCLC:**

Name:

Name:

OCLC, Inc.

Email:

Email:

legal@oclc.org

Section 1 Schedules Incorporated

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”).

Products and Services Provided	Associated Schedule
<input type="checkbox"/> WorldShare® Management Services	Schedule 1 - WMS
<input type="checkbox"/> WMS Sandbox	Schedule 1.A - WMS Sandbox
<input type="checkbox"/> WorldShare Metadata / OCLC Cataloging	Schedule 2 - WorldShare Metadata / OCLC Cataloging
<input type="checkbox"/> Group Catalog	Schedule 2.A - Group Catalog
<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
<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 - WebJunction
<input type="checkbox"/> WorldShare Interlibrary Loan Services (“ILL”)	Schedule 10 - WorldShare Interlibrary Loan Services (“ILL”)
Schedule 10.A intentionally omitted	
<input type="checkbox"/> Tipasa®	Schedule 10.B – Tipasa
<input type="checkbox"/> WorldCat.org	Schedule 11 – WorldCat.org
<input type="checkbox"/> Discovery to Delivery (“D2D”)	Schedule 12 – Relais D2D – Discovery to Delivery
<input type="checkbox"/> Relais® Interlibrary Loan (“Relais ILL”)	Schedule 13 – Relais Interlibrary Loan
Schedule 14 intentionally omitted	
<input type="checkbox"/> CapiraMobile™	Schedule 15 – CapiraMobile
<input type="checkbox"/> CapiraReady™	Schedule 16 - CapiraReady
<input type="checkbox"/> CapiraCurbside™	Schedule 17 – CapiraCurbside
<input type="checkbox"/> MuseumKey	Schedule 18 - MuseumKey
<input type="checkbox"/> LendingKey	Schedule 19 - LendingKey

Section 2 Scope & Construction

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.

Section 3 Definitions

In this Framework Agreement, except as otherwise provided, the following words and expressions shall have the meanings defined below:

- 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.
- 3.2 Holdings Data** means all the ownership and license data in relation to Institution’s collection (including electronic resources).
- 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.
- 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.
- 3.5 Internal Data** means Institution Data intended exclusively for internal use by the Institution subject to the rights granted to OCLC herein.
- 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.
- 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.
- 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.
- 3.9 Services** mean the Hosted Services and Professional Services.
- 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.
- 3.11 Systems** mean the facilities, server(s), equipment, operating software, and connectivity used to provide the Services.
- 3.12 WorldCat** means the databases of Bibliographic Data, Holdings Data, and related files maintained by OCLC.

Section 4 Products and Services

- 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.
- 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.
- 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>.
- 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.

Section 5 Ownership and Licenses**5.1 Ownership**

- 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.

- 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.

5.2 Licenses.

- 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.
- 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.

Section 6 Term and Termination

- 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.
- 6.2 **Termination.** This Agreement or individual Schedules may be terminated in one of the following ways:
- 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;
 - 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;
 - 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
 - As otherwise explicitly provided in this Agreement.
- 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.

Section 7 Fees and Payment Terms

- 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.
- 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.
- 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.

- 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.

Section 8 Disclaimer

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).

Section 9 Privacy and Security

- 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, Service and for Institution's and users' access, monitoring, use, disclosure, and transfer of Internal Data.
- 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.
- 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 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 / Social Insurance 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 and, other organizations subject to Breach Notification, however OCLC reserves the right to first review all notifications before they are sent.

- 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 [link] 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.

Section 10 Limitation of Liability

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).

Section 11 Use of Products and Services

- 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, 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 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.

Section 12 Warranties

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. 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.

Section 13 General

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 enforceability as a manually executed signature or use of a paper-based recordkeeping system.

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.

Section 14 Special Terms for Group Orders Only

Where a lead institution in a consortium (the “Group Administrator”) is ordering on behalf of itself and other consortium members, this Section applies:

- 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.
- 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.
- 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.
- 14.4 Non-exclusivity.** Nothing herein shall limit OCLC's right to distribute any Products or Services independent of Group Administrator.

SCHEDULE 2
WorldShare® Metadata/OCLC Cataloging

Section 1 Description

OCLC's cataloging and metadata services give Institution the tools needed to effectively manage the metadata for Institution's collection.

Section 2 Definitions

- 2.1 "Guidelines" means the "Guidelines for Contributions to WorldCat" as modified from time to time. A current copy of the Guidelines is available at: <http://www.oclc.org/worldcat/community/guidelines.en.html>
- 2.2 "Policy" means the "WorldCat Rights and Responsibilities for the OCLC Cooperative" as modified from time to time as a result of the policy review process described therein. A current copy of the Policy is available at: <http://www.oclc.org/en/worldcat/cooperative-quality/policy.html>.
- 2.3 "Principles" means the WorldCat Principles of Cooperation as modified from time to time. A current copy of the Principles is available at: <http://www.oclc.org/worldcat/community/principles.en.html>
- 2.4 "WorldCat® Data" is defined as set forth in the Policy.
- 2.5 All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Services Agreement.

SECTION 3 Responsibilities of Institution

- 3.1 **Institution** shall create bibliographic records and related data for entering information into WorldCat consistent with the Guidelines maintained by OCLC and its advisory groups.
- 3.2 Institution using the Systems for cataloging agrees to abide by the Principles and the Guidelines.
- 3.3 Institution agrees that the use and transfer by the Institution of WorldCat Data is subject to the Policy.
- 3.4 If, during the term hereof, an Institution informs OCLC that bibliographic records it furnishes to OCLC for addition to WorldCat will be subject to usage or transfer restrictions beyond or in addition to those applicable under this Schedule, and if OCLC nevertheless elects to accept such records for addition to WorldCat, OCLC will so notify Institution, after which Institution's rights to access, use and transfer such records will be subject to said usage and transfer restrictions.

Exhibit B

(<https://www.oclc.org/en/home.html>)



Search OCLC websites



Searching for items in a library? Try [WorldCat.org](http://www.worldcat.org) (<http://www.worldcat.org>).



WorldCat Rights and Responsibilities for the OCLC Cooperative

Date of Last Revision: 2 June 2010

Table of Contents

1. **Scope, Premise, and Policy Objectives** (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#1>)
2. **Preamble** (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#2>)
 - A. OCLC and WorldCat (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#2A>)
 - B. OCLC Management and Governance (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#2B>)
 - C. WorldCat, a Shared Resource (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#2C>)
 - D. WorldCat's Value and Sustainability, and the Need for a Policy (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#2D>)
3. **OCLC Member Rights and Responsibilities** (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#3>)
 - A. Rights (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#3A>)
 - B. Responsibilities (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#3B>)
4. **OCLC's Responsibilities to Members** (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#4>)
5. **Addressing Disputed Use of WorldCat Data by Members** (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#5>)
6. **Policy Revision and Evolution** (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#6>)

Appendix 1: Sample Language for Agreements Between Members and Their Agents (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#App1>)

Appendix 2: Terms and Conditions of Agreements Between OCLC and OCLC Members' Agents (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#App2>)

Appendix 3: Record Use Policy Council (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#App3>)

Glossary (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#Glossary>)

1. Scope, Premise, and Policy Objectives

This policy was created by the Record Use Policy Council, a group charged by the OCLC Board of Trustees to craft a replacement for the "Guidelines for Use and Transfer of OCLC Derived Records," developed in 1987. The membership of the Council can be found in [Appendix 3](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#App3) (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#App3>).

The policy is intended for the [OCLC cooperative](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#cooperative) (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#cooperative>), which refers collectively to [OCLC members](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#members) (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#members>), the OCLC governance structure (Board of Trustees and Global and Regional Councils), and the non-profit OCLC corporation. Members contribute to the OCLC cooperative through sharing of resources and commitment to the WorldCat [Principles of Cooperation](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#principles) ([/content/marketing/publish/en_us/worldcat/community/principles.html](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#principles)).

The purpose of the policy is to define the rights and responsibilities associated with the stewardship of the [WorldCat](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#worldcat) (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#worldcat>) bibliographic and holdings database by and for the OCLC cooperative, including the use and exchange of OCLC member-contributed data comprising that database. The policy is based on the premise that OCLC members value WorldCat as a comprehensive, timely, and accurate reflection of the consolidated holdings of those members. The policy's intent is to encourage the widespread use of [WorldCat bibliographic data](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#wcdata) (<https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#wcdata>) while also supporting the ongoing and long-term viability and utility of WorldCat and of WorldCat-based services such as resource sharing, cataloging, and discovery.

The objectives of this policy are to:

- A. Maximize the utility and viability of WorldCat, enable and facilitate innovation based on WorldCat, and support the substantial network of relationships between OCLC members and their partners in today's information landscape, while sustaining the integrity of the WorldCat database and its economic underpinnings.
- B. Promote successful collective action and self-governing behaviors by OCLC members to sustain WorldCat over the long term.
- C. Support a spirit of trust and reciprocity within the OCLC cooperative, as well as a commitment to continual policy evolution as conditions in the information ecosystem change.
- D. Define OCLC member rights and responsibilities for WorldCat contribution, access, and data use or transfer.
- E. Define the rights of OCLC members to use bibliographic data they have extracted from the WorldCat database.
- F. Define the rights of OCLC members to transfer or make available data they have extracted from the WorldCat database to non-members.
- G. Provide suggested language for OCLC members to use in service agreements with agents.
- H. Define OCLC's responsibilities for using member-contributed data.
 - I. Define responsible use of OCLC systems and services.
- J. Define the steps OCLC and OCLC governance can take when disputes arise regarding use of WorldCat data.
- K. Establish a clear and transparent process for management of future changes to this policy that ensures the participation of the cooperative.
- L. Provide a stable policy foundation and framework that will help collaborating organizations (particularly outside of the membership) to have confidence that they can predictably and reliably build upon the WorldCat database in developing new services consistent with the mission and values of the cooperative.

2. Preamble

A. OCLC and WorldCat

OCLC's [public purposes](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#public_purposes) ([/content/dam/oclc/membership/values_principles.pdf](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#public_purposes)) include promoting the evolution of library use, of libraries themselves, and of librarianship, and providing processes and products for the benefit of libraries and their users. OCLC and its members form a cooperative to help members share resources, reduce costs, and increase their visibility and impact in the communities they serve. Together OCLC and its members have built WorldCat, the largest database of shared library holdings in the world, and a set of services that use this database. OCLC members, OCLC governance participants, and OCLC management all have roles in the community that builds, shares, uses, and manages the network resource that is WorldCat.

B. OCLC Management and Governance

OCLC is the steward of the WorldCat database as well as the provider of access, services, infrastructure, software, hardware, and support. The OCLC Board of Trustees—made up of members from academic, public, state, and national libraries plus experts in business, finance, and law—works to ensure that OCLC stays financially secure and true to its public purposes. The [Membership and Governance Protocols](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#membership_and_governance_protocols) ([/content/dam/oclc/membership/membership_protocols.pdf](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#membership_and_governance_protocols)) define how member delegates engage with various aspects of managing the cooperative and its central asset, WorldCat. In addition to other duties, delegates have responsibility for commenting on OCLC's actions and intentions, including policy matters.

C. WorldCat, a Shared Resource

The WorldCat database is more than a collection of OCLC member-contributed records. Its value is in the cooperation and outcomes it supports, not in the ownership of the records themselves. While, on behalf of its members, OCLC claims copyright rights in WorldCat as a compilation, it does not claim copyright ownership of individual records. With millions of bibliographic descriptions and more than a billion holdings from OCLC members around the world, the WorldCat database is a central point of concentration for the largest library network in the world. WorldCat gives libraries a Web-scale presence. The more libraries participate, the better and more useful WorldCat becomes to libraries, their end users, and other organizations that want to interact with libraries on the Web.

WorldCat's value rests in its usefulness as:

1. **A bibliographic record supply.** Comprehensive coverage and high-quality, consistent records facilitate operational efficiency in member libraries.
2. **A registry of library holdings.** Bibliographic data tied to library locations creates a network which supports research and resource sharing.
3. **A discovery environment.** The library network can be accessed as a unit, enhancing convenience and reach. This network can be delivered into other discovery environments.
4. **An infrastructure for knowledge organization.** A common infrastructure supports shared approaches to description, authority control (through NACO, CONSER, etc.), and subject analysis and classification.
5. **An infrastructure for systemwide maintenance of metadata.** Shared infrastructure supports systemwide revisions (e.g., MARC updates, heading changes); data mining for enriched structure (e.g., FRBR, WorldCat Identities); and syndication into other environments.
6. **A source of intelligence about the systemwide "collective collection."** The aggregation of holdings data at the network level supports policy and service decisions about the management of collections within and across institutions.
7. **A repository of data available in multiple ways,** including via WorldCat APIs that allow people to combine WorldCat data with their own applications.

In addition to these benefits, the WorldCat database is a union of national and other union catalogs from around the world, as well as the closest approximation of a national union catalog of library holdings in the United States. This means that WorldCat is the fullest single source of worldwide library holdings available, access to which improves the efficiency with which items can be located in—and requested from—library collections.

D. WorldCat's Value and Sustainability, and the Need for a Policy

A policy is needed to ensure the continued viability and value of WorldCat as a shared cooperative resource. This policy will:

1. Help maintain a shared community resource that benefits the cooperative of OCLC members;
2. Reinforce the collective commitment to shared values, self-governance, and a spirit of reciprocity and trust;
3. Provide the underpinnings for a business model that sustains WorldCat for the benefit of the cooperative that supports it.

The fact that OCLC has a public purpose does not mean that WorldCat is a "[public good \(https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#publicgood\)](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#publicgood)" in the economic sense. On the contrary, WorldCat is a shared community resource intended to benefit the cooperative of members who contribute to its growth and financially support it. The goal of sharing widely the benefits of WorldCat sits alongside the practical need to sustain the economic viability and value of WorldCat over the long term. Significant costs are involved in the ongoing provision of the high-quality database on which OCLC members rely. If the database does not receive the continued organizational support of OCLC members, there is a very real danger that it will become fragmented and lose its integrity, that its quality will be diminished, and that, consequently, its utility to the OCLC cooperative will be reduced.

3. OCLC Member Rights and Responsibilities

A. Rights

OCLC members who have extracted WorldCat data representing, or enriching the records for, their own holdings from the WorldCat database have the right to:

1. Load or incorporate such data into their library catalogs, or their discovery or resource-sharing systems, and into other intra-institutional services.
2. Use such data for purposes of supporting library collections' discovery and resource sharing; bibliographic verification; private study, learning, and teaching; and academic and scientific research.
3. Transfer or make available such data to individual scholars for their personal academic or scientific research or study, to [library consortia \(https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#consortium\)](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#consortium) or public agencies working on behalf of libraries, or to other libraries and educational, cultural or scholarly institutions (e.g., museums, archives, historical societies, research institutes), whether these institutions are members or non-members of OCLC, for these organizations' institutional or collaborative re-use.
In these cases, the transfer or making available of WorldCat data and its subsequent uses (including copying, displaying, publishing, modifying, reformatting, and/or creating works or services from) should be carried out in keeping with [OCLC member community norms \(/content/dam/oclc/worldcat/documents/principles-of-cooperation.pdf\)](https://www.oclc.org/en/worldcat/documents/principles-of-cooperation.pdf), OCLC's [public purpose \(/content/dam/oclc/membership/values_principles.pdf\)](https://www.oclc.org/en/worldcat/documents/public-purpose.pdf), and this policy's intent.
4. Transfer or make available WorldCat data representing their own holdings to [agents \(https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#agent\)](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#agent) they retain to perform services on their behalf that directly benefit the OCLC member (e.g., peer or consortial resource sharing, automated authority control, increased visibility of collections).
 - a. In these cases, OCLC members should ensure that a written agreement exists with any such agent that limits the agent's use of WorldCat data to performance of the services contracted for by the OCLC member. Sample language for such agreements between members and their agents may be found in [Appendix 1 \(https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#App1\)](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#App1) below.
 - b. If they also benefit the OCLC cooperative, other uses, transfers, or aggregations of WorldCat data representing a member's own holdings that serve the business purposes of an OCLC member's agent are encouraged, subject to the terms and conditions of a mutually acceptable separate agreement between the agent and OCLC. A general description of the current terms and conditions of such agreements can be found in [Appendix 2 \(https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#App2\)](https://www.oclc.org/en/worldcat/cooperative-quality/policy.html#App2) below.

OCLC has in place existing agreements with many agents and will continue to create them as member needs arise.

B. Responsibilities

It is the responsibility of OCLC members to:

1. Abide by this policy, and ensure awareness of it both within their institutions and on the part of their agents, their cooperatives, and other organizations to which they make their data available.
2. Contribute and maintain bibliographic and holdings data consistent with the standards and guidelines ([/content/dam/oclc/worldcat/documents/guidelines-for-contributions-to-worldcat.pdf](https://content.dam.oclc.org/worldcat/documents/guidelines-for-contributions-to-worldcat.pdf)) adopted by the OCLC cooperative.
3. Make reasonable efforts to ensure that their contributions to WorldCat do not violate the rights of any third party.
4. Make reasonable efforts to attribute the OCLC cooperative as a contributor in works or services based substantially on WorldCat data.
5. Make reasonable efforts to ensure that the subsequent re-use and transfer of their WorldCat data by non-members is consistent with this policy and OCLC's public purposes and supports the long-term viability and utility of WorldCat.
6. Encourage and practice responsible use of OCLC systems and services, including:
 - a. not permitting unauthorized use of their OCLC logons or passwords;
 - b. not engaging in mass downloading from WorldCat without OCLC's prior written consent;
 - c. not engaging in mass distribution of data directly from WorldCat to non-members without OCLC's prior consent;
 - d. not engaging in other activities that diminish the value of WorldCat to the OCLC cooperative.

4. OCLC's Responsibilities to Members

It is the responsibility of OCLC, operating on behalf of the OCLC cooperative, to use member-contributed data to support its public purposes and to benefit the cooperative, including:

- a. Adding member-contributed data to WorldCat, and maintaining such data consistent with the standards and guidelines adopted by the OCLC cooperative.
- b. Modifying, enriching, or reformatting it.
- c. Making it function within WorldCat-based systems and services.
- d. Using it in WorldCat.org for discovery purposes.
- e. Remixing and combining it with other data.
- f. Entering into agreements to share it as broadly as possible with partner organizations and members' agents.
- g. Honoring all existing agreements for the storage, maintenance, and usage of WorldCat records.

5. Addressing Disputed Use of WorldCat Data by Members

OCLC member use of data extracted from the WorldCat database is carried out in a diverse and rapidly-changing environment. It is, therefore, impossible to anticipate all of the conceivable uses to which members might want or need to put WorldCat data. OCLC members are encouraged to discuss with OCLC any uses that do not appear to be covered by this policy. If a particular use is determined to not be covered, OCLC and the member will seek a mutually agreeable resolution of the matter. If either party believes that timely resolution cannot be reached, then the matter will follow resolution and/or arbitration procedures to be determined by the Global Council and the Board of Trustees.

6. Policy Revision and Evolution

Because it is impossible to anticipate all of the conceivable uses to which members might want or need to put WorldCat data, this policy will be regularly reviewed in order to ensure its continued timeliness and applicability. OCLC will initiate a policy review at least every three years and will make certain that such reviews are conducted in an open and transparent way, and include opportunities both for substantive involvement of the OCLC governance structure and for public comment, as well as a formal change-adoption process.

Appendix 1: Sample Language for Agreements Between Members and Their Agents

"In connection with Agent's performance of the services specified in this Agreement (the "Services") for Library, Library has made or will make available to Agent copies of bibliographic data, library holdings and/or other information representing Library's own holdings extracted from WorldCat, the online database of such information maintained by OCLC Online Computer Library Center, Inc. ("OCLC") and its members (hereinafter "WorldCat Data"). Except to the extent authorized by a separate written agreement between Agent and OCLC, Agent agrees that:

- (i) it will make no copies and no use of WorldCat Data except as necessary to perform the Services for Library; and
- (ii) it will not transfer or otherwise make available any WorldCat Data (or copies thereof) or any works based on or incorporating WorldCat Data (or any portion thereof) to any party except as necessary to perform the Services.

Agent will promptly delete all WorldCat Data received from Library from its computer systems when the WorldCat Data is no longer needed to perform Services. OCLC may enforce the terms of this paragraph on its own behalf directly against Agent. This paragraph shall survive any expiration or termination of this Agreement."

Appendix 2: Terms and Conditions of Agreements Between OCLC and OCLC Members' Agents

The separate agreements between OCLC and OCLC members' agents to authorize the agents' use, transfer, or aggregation of WorldCat data referenced in Section 3A(4)(b) of the Policy might include the following general provisions, to the extent deemed appropriate by OCLC:

1. OCLC's authorization for the agent to use, transfer, or aggregate WorldCat data representing the OCLC member's own holdings for purposes that: (i) further OCLC's public purposes, and (ii) provide benefit to the OCLC cooperative and its members;
2. limitations on the agent's use, transfer, or aggregation of such WorldCat data as necessary to ensure the long-term utility and viability to OCLC members of WorldCat and the OCLC network of services;
3. an additional exchange of value between OCLC and the agent such as:
 - (i) a reciprocal metadata sharing component, through which OCLC and the agent agree to share metadata for purposes of synchronizing OCLC's databases, including WorldCat, and the agent's database(s);
 - (ii) a reciprocal linking component, through which OCLC and the agent agree to link to each other's databases/web sites for purposes of broadening access to physical and digital library collections; and/or
 - (iii) other exchanges that provide value to the OCLC cooperative and its members;
- and/or
4. other provisions, terms, and conditions that are customary and/or appropriate for the transaction.

Appendix 3: Record Use Policy Council

Co-Chair: Barbara Gubbin, Director, Jacksonville Public Library, USA

Co-Chair: Jennifer Younger, President-Elect, OCLC Global Council and Edward H. Arnold Director of Hesburgh Libraries, University of Notre Dame, USA

ChewLeng Beh, Global Council Delegate and Chair, OCLC Asia Pacific Regional Council; and Senior Director, Singapore National Library Board, Singapore

Raymond Bérard, Global Council Delegate and Director, ABES, France

Karen Calhoun, Vice President, WorldCat and Metadata Services, OCLC, USA

Klaus Ceynowa, Global Council Delegate and Deputy Director General, Bayerische Staatsbibliothek, Germany

Christopher Cole, Global Council Delegate and Associate Director for Technical Services, National Agricultural Library, USA

Lorcan Dempsey, Vice President, OCLC Research and Chief Strategist, OCLC, USA

Nancy Eaton, Dean of University Libraries and Scholarly Communications, Penn State University, USA

Clifford A. Lynch, Executive Director, Coalition for Networked Information (CNI), USA

Brian E. C. Schottlaender, Global Council Delegate and The Audrey Geisel University Librarian, University of California, San Diego, USA

Lamar Veatch, Global Council Delegate and State Librarian, Georgia Public Library Service—University System of Georgia, USA.

Glossary

Agent. A library will typically contract with a variety of suppliers—vendors, cooperative organizations, and others—for services to achieve its goals. This may involve sharing of data with those suppliers. Examples include digitization of collections, discovery layer services, authority control, or resource sharing systems. These suppliers are 'agents.'

Library Consortium. For purposes of this policy, a library consortium is any cooperative association of libraries and/or educational, cultural, or scholarly institutions, (e.g., museums, archives, historical societies, research institutes) that was organized and exists for the primary purpose of providing services to its members and which operates on a not-for-profit basis.

OCLC Cooperative. The phrase "OCLC Cooperative" references collectively: OCLC members, the OCLC governance structure (Board of Trustees and Global and Regional Councils), and the non-profit OCLC corporation.

OCLC Members. OCLC members belong to the OCLC Cooperative, whose membership model is based on contribution to the shared interests of the OCLC Cooperative. Institutions worldwide become members of OCLC by contractually agreeing to contribute intellectual content to the Cooperative or to share resources with other members.

Public Good. A public good has two key characteristics: it is difficult or impossible to prevent unauthorized parties from using the good, and one party's use of the good does not diminish the ability of another party to use it. These characteristics mean that once public goods has been supplied, they are fully available to everyone, and this in turn means that public goods are typically not made available through market mechanisms. They are instead usually supplied by government agencies and funded through taxation. Examples of public goods include national defense and street lights. "Club goods," also called "member goods" or "collective goods," are like public goods in that use of the good by one party does not diminish the ability of another party to use it. However with club goods (unlike public goods), unauthorized parties (e.g., those that do not contribute toward the cost of providing the good) can be excluded (in the absence of appropriate arrangements) from enjoying the benefits of the good. Because of this, the supply of a club good can be sustained through mechanisms that distribute the cost of providing the good across those who benefit from its use. Examples of club goods include satellite television, online subscription news services, agricultural cooperatives, and credit unions.

WorldCat . WorldCat is a database of bibliographic records and holdings data representing library collections. It is created through OCLC member contributions and OCLC management aggregation of data from multiple sources.

WorldCat Data. For purposes of this policy, WorldCat data is metadata for an information object, generally in the form of a record or records encoded in MARC format, whose source is or at one point in time was the WorldCat bibliographic database.

You have received WorldCat data when (1) you have extracted it directly from the WorldCat database using one of OCLC's services for members (e.g., Connexion, WorldCat Cataloging Partners, CatExpress, the OCLC Z39.50 Cataloging Service, Batchload services) or under the terms of a non-member agreement with OCLC; or (2) you have extracted it from an online catalog or another source to which extracted WorldCat data has been transferred or made available.

Identifying WorldCat as the source of data that has been transferred or made available downstream of the initial extraction from WorldCat can sometimes be complex. A combination of the following data elements in a bibliographic record can help determine if the record was initially extracted from WorldCat:

- An OCLC Control Number along with
 - the 001 field that includes value characters "ocm" or "ocn" and/or
 - the 035 field that includes the value "(OCoLC)" and/or
 - the 994 field (<https://www.oclc.org/support/services/worldcat/documentation/records/994.en.html>)

Approved by the OCLC Board of Trustees on 14 June 2010, effective 1 August 2010.

About

About OCLC

(<https://www.oclc.org/en/about.html>)

Latest news

(<https://www.oclc.org/en/news.html>)

Leadership

(<https://www.oclc.org/en/about/leadership.html>)

Financial Statements and Reports

(<https://www.oclc.org/en/about/finance.html>)

OCLC Technology

(<https://www.oclc.org/en/about/technology.html>)

Advancing racial equity

(<https://www.oclc.org/en/about/diversity-and-advancing-racial-equity.html>)

Next blog

(<https://blog.oclc.org/next/>)

Contact Us

(<https://www.oclc.org/en/contacts.html>)

Events

Upcoming events

(<https://www.oclc.org/en/events.html>)

Upcoming webinars

(<https://www.oclc.org/en/events/webinars.html>)

Information for

Academic libraries

(<https://www.oclc.org/en/academic.html>)

Public libraries

(<https://www.oclc.org/en/public.html>)

Research libraries

(<https://www.oclc.org/en/rlbs.html>)

Special libraries

(<https://www.oclc.org/en/special.html>)

Groups and consortia

(<https://www.oclc.org/en/groups.html>)

Partners

(<https://www.oclc.org/en/partnerships.html>)

Membership

Overview

(<https://www.oclc.org/en/membership.html>)

Libraries and groups

(<https://www.oclc.org/en/membership/institutions.html>)

Individuals

(<https://www.oclc.org/en/membership/individuals.html>)

Councils

(<https://www.oclc.org/en/membership/councils.html>)

Resources

(<https://www.oclc.org/en/membership/member-resources.html>)

Products

Wise

(<https://www.oclc.org/en/wise.html>)

WorldShare Management Services

(<https://www.oclc.org/en/worldshare-management-services.html>)

WorldShare Interlibrary Loan

(<https://www.oclc.org/en/worldshare-ill.html>)

WorldCat Discovery

(<https://www.oclc.org/en/worldcat-discovery.html>)

OCLC Cataloging Subscription

(<https://www.oclc.org/en/cataloging-subscription.html>)

EZproxy

(<https://www.oclc.org/en/ezproxy.html>)

Dewey Services

(<https://www.oclc.org/en/dewey.html>)

CONTENTdm

(<https://www.oclc.org/en/contentdm.html>)

All products and services »

(<https://www.oclc.org/en/services.html>)

Visit related sites

Support & Training

(<https://help.oclc.org/>)

OCLC Community Center

(https://content/community/en_us/home.html)

OCLC Research

(<https://www.oclc.org/research/home.html>)

Developer Network

(<https://www.oclc.org/developer/home.en.html>)

WebJunction

(<https://www.webjunction.org/home.html>)

President's Leadership Blog

(<http://www.skipprichard.com/>)



(<https://www.oclc.org/en/careers.html>)

Careers

About Careers

(<https://www.oclc.org/en/careers.html>)

View open positions in the Americas

(https://oclc.wd1.myworkdayjobs.com/OCLC_)

[View open positions in Europe and Asia Pacific](#)
https://oclc.wd1.myworkdayjobs.com/OCLC_1



[@OCLC \(http://twitter.com/oclc\)](https://twitter.com/oclc)
[@OCLC_ANZ \(https://twitter.com/OCLC_ANZ\)](https://twitter.com/OCLC_ANZ)



<http://www.facebook.com/pages/OCLC/20530435726>



<http://www.youtube.com/OCLCvideo>



<https://www.linkedin.com/company/oclc>



https://www.instagram.com/oclc_global



<https://blog.oclc.org/next/>



<https://www.oclc.org/en/email.html>



<https://www.oclc.org/en/rss.html>

© 2022 OCLC (<https://policies.oclc.org/en/copyright.html>)

Domestic and international trademarks and/or service marks of OCLC, Inc. and its affiliates
(<https://policies.oclc.org/en/copyright/trademarks.html>)