15

SINGLE SOURCE AWARD **BID # SS-14748-24**

SUBJECT: Access to OCLC Database for Cataloging, Inter-Library Lending & Services

DEPARTMENT: Library

DESCRIPTION OF PURCHASE: Recommend approval of single source award to Online Computer Library Center, Inc. (OCLC) for access to the OCLC database for cataloging, inter-library lending and reference services. Period of service is from date of award through November 30, 2024. Total expenditure amount not to exceed $156,123.54 for FY24.

FUNDING SOURCE: 00111.185102.546620.000000.00000000.00000.0000000 – To be encumbered by purchase order

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2024. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

SINGLE SOURCE AWARD TO: OCLC Cataloging and Interlibrary Loan Services

PRICE JUSTIFICATION: See Attached

TOTAL AWARD: $156,123.54 **Requisition #:**

ATTACHMENTS: Recommendation Memo, Single Source Form, Vendor Quote

CERTIFICATION AS TO SINGLE SOURCE: Tim Rogers, Director, Jacksonville Public Library

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Corey Sidlo

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

JACKSONVILLE
PUBLIC LIBRARY

Start Here. Go Anywhere.

DATE: September 18, 2023

TO: Dustin Freeman, Chief of Procurement

THRU: Tim Rogers, Chief Librarian/Library Director, Jacksonville Public Library

FROM: Stephanie Miller, Senior Manager of the Library Collection

SUBJECT: Justification Letter and Single Source Request for renewal OCLC, Inc. cataloging, metadata, and ILL services
00111.185102.546620.000000.00000000.00000.0000000

The Jacksonville Public Library is requesting a single source award for $156,123.54 for the renewal of cataloging, metadata, and interlibrary loan services from OCLC, Inc. the proprietor and sole manufacturer of OCLC services: WorldShare Metadata OCLC Cataloging, WorldShare ILL, CONTENTdm, WebDewey, WorldCat Discovery/FirstSearch, and OCLC ILLiad.

The OCLC database contains over 548 million records with over 3.3 billion cataloged items and is the world's largest bibliographic database covering 72,000 libraries of all types throughout the world. OCLC makes the information about the library and copy holdings of its member libraries available globally through its online database. OCLC is the sole provider of these databases and its services.

The Library seeks to renew the following subscriptions to continue the listed services:

- OCLC's cataloging and metadata services give Institution the tools needed to effectively manage the metadata for Institution's collection. The subscription provides access to database of metadata for bibliographic, music, video and rare titles that is compiled from authoritative sources such as public and academic libraries, the Library of Congress and partner vendors. It gives library staff the ability to contribute, edit and export metadata records to our local integrated library system using the MARC 21 record format; to maintain holdings of items that indicate ownership or inclusion in the Library's collection and their availability for lending to other libraries
- WorldShare Interlibrary Loan is a resource sharing network to lend and borrow resources which allows users to quickly obtain library content located the collections of other ILL libraries. WorldShare Interlibrary Loan simplifies tasks such as sharing of e-resources, automating request and entry processes, managing ILL fees, analyzing borrowing and lending patterns, and delivering documents easily and securely through Article Exchange.

- The Library uses CONTENTdm to build and publish our unique digital collections on the Web. The library currently has over 62 thousand items stored in its collection on CONTENTdm.
- WebDewey provides unlimited access to an enhanced version of the Dewey Decimal Classification system DDC 23 database through a standard web browser, which enables the library to provide classification for the materials held at the library.
- WorldCat Discovery/FirstSearch is the public access interface that allows customers to search for material within the Library and the other 72,000 libraries whose holdings are in the OCLC database, empowering anyone to find the authoritative content they need in every format from worldwide library collections. FirstSearch delivers the precise, full-featured WorldCat searching that library staff and researchers value.
- OCLC ILLiad is a resource sharing network to lend and borrow resources which allows users to quickly obtain library content located in the Library's collections and the collections of other ILL libraries. ILLiad allows customers to replace paper-based workflows, manage a high volume of requests, and automate routine functions for borrowing and lending resources between libraries. ILLiad allows Library customers to place and monitor their requests without librarian assistance and to get materials quickly.

OCLC, Inc. is the exclusive supplier of OCLC Cataloging and Metadata, WorldShare ILL, CONTENTdm, WebDewey, WorldCat Discovery/FirstSearch, and OCLC ILLiad products to the Jacksonville Public Library. No product offered within or outside the library industry provides comprehensive and connected cataloging and metadata services.

Approval of this request will provide the Library with continued access to the OCLC database and products, ensuring continued quality metadata and continuous Library service. Your consideration is appreciated.

Attachments: Single Source Request
Supplier Quote # 1000056608
Supplier Single Source Letter
Standard Requisition Form

CC: Gretchen Mitchell, Deputy Director – Support Services
Leslie Jones, Assistant Director – Library Finance

FINANCE & ADMINISTRATION DEPARTMENT, PROCUREMENT DIVISION

JUSTIFICATION FOR SINGLE SOURCE (JSS)	
Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.	
1. ***Requesting Agency:***	Library
2. ***Nature and/or description of the requirement being requested.*** ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the city need these particular goods or services?***	See page 2 for this information
3. ***Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:***	OCLC is the only provider of a database of bibliographic metadata that provides access to over 336 million records held by more than 72,000 libraries. As a contributing member the Jacksonville Public Library adds data unique to our collection and benefits from data contributed by other libraries making the cataloging of library material more efficient. In addition, as a member library our library customers can borrow material from other member libraries through out the country.
4. ***Date of Request***	9/19/2023

5. ***Summary of Market Research***
[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Library staff have not found another satisfactory authorized source for these services and products.]

6. ***Conflict of Interest (Must Check)***
   √ By checking this box, I affirm that there are no actual, potential, or perceived conflicts of interest with the entity in which I am requesting a single source award. Conflict of Interest shall be interpreted consistent with *Chapter 112, Florida Statutes.*

7. ***Other Documentation (Check and attach all that apply)***
   √ Supplier Quote
   √ Single Source Memo signed by Director
   √ Other [single source justification letter from the vendor]

Justification for Single Source(JSS)
2. Nature and/or description of the requirement being requested
Identify each item, component or service being procured
Why does the City need these particular goods of services

The OCLC database contains over 548 million records with over 3.3 billion cataloged items and is the world's largest bibliographic database covering 72,000 libraries of all types throughout the world. OCLC makes the information about the library and copy holdings of its member libraries available globally through its online database. OCLC is the sole provider of these databases and its services.

The Library seeks to renew the following subscriptions to continue the listed services:

- OCLC's cataloging and metadata services give Institution the tools needed to effectively manage the metadata for Institution's collection. The subscription provides access to database of metadata for bibliographic, music, video and rare titles that is compiled from authoritative sources such as public and academic libraries, the Library of Congress and partner vendors. It gives library staff the ability to contribute, edit and export metadata records to our local integrated library system using the MARC 21 record format; to maintain holdings of items that indicate ownership or inclusion in the Library's collection and their availability for lending to other libraries
- WorldShare Interlibrary Loan is a resource sharing network to lend and borrow resources which allows users to quickly obtain library content located the collections of other ILL libraries. WorldShare Interlibrary Loan simplifies tasks such as sharing of e-resources, automating request and entry processes, managing ILL fees, analyzing borrowing and lending patterns, and delivering documents easily and securely through Article Exchange.
- The Library uses CONTENTdm to build and publish our unique digital collections on the Web. The library currently has over 62 thousand items stored in its collection on CONTENTdm.
- WebDewey provides unlimited access to an enhanced version of the Dewey Decimal Classification system DDC 23 database through a standard web browser, which enables the library to provide classification for the materials held at the library.
- WorldCat Discovery/FirstSearch is the public access interface that allows customers to search for material within the Library and the other 72,000 libraries whose holdings are in the OCLC database, empowering anyone to find the authoritative content they need in every format from worldwide library collections. FirstSearch delivers the precise, full-featured WorldCat searching that library staff and researchers value.
- OCLC ILLiad is a resource sharing network to lend and borrow resources which allows users to quickly obtain library content located in the Library's collections and the collections of other ILL libraries. ILLiad allows customers to replace paper-based workflows, manage a high volume of requests, and automate routine functions for borrowing and lending resources between libraries. ILLiad allows Library customers to place and monitor their requests without librarian assistance and to get materials quickly.

Via e-mail: SStokes@coj.net

2023 September 22

Stephanie Miller, Senior Manager of Library Collections
Jacksonville Public Library (JPL)
3435 University Blvd. N.
Jacksonville, Florida 32277-2464

RE: Sole Source Request

Dear Ms. Miller,

Thank you for your recent inquiry concerning the availability of the following OCLC, Inc. ("OCLC") services: WorldShare Metadata/OCLC Cataloging, WorldCat Discovery/FirstSearch, WorldShare Interlibrary Loan Services (ILL), ILLiad, CONTENTdm and WebDewey (collectively the "OCLC Services").

OCLC is the only source from which the Jacksonville Public Library may obtain these OCLC Services.

OCLC looks forward to being of continued service to the Jacksonville Public Library.

Please let me know if you need any additional information.

Sincerely,

OCLC, INC.

By: _____
Eric van Lubeek, Vice President

Approved by Legal PB

OCLC

Proposal

OCLC Symbol
JPL
Customer ID
46349

Currency
USD
Expires
11/17/2023

Quote # 1000056608
9/18/2023

Jacksonville Public Library
3435 University Blvd N
Jacksonville FL 32277
United States

Item Code	Item	Amount
3000030	Cataloging and Metadata Subscription	$122,495.73
3000065	WorldShare ILL	$14,918.31
3000039	WebDewey	$542.06
3000080	CONTENTdm Base Subscription	$5,500.26
2000066	CONTENTdm Collection Size	$1,733.78
3000001	FirstSearch	$7,331.22
2000036	ILLiad License	$1,828.18
2000037	ILLiad Hosted Server	$1,774.00
	Total	$156,123.54

Notes

The pricing listed above is FY24 pricing and to move all below listed subscriptions to a 12/1 renewal.

Cataloging and Metadata - 12/1/23 to 11/30/24 (12 Months): $122,495.73
WorldShare ILL - 12/1/23 to 11/30/24 (12 Months): $14,918.31
WebDewey - 4/1/24 to 11/30/24 (8 Months): $542.06
CONTENTdm Base - 5/1/24 to 11/30/24 (7 Months): $5,500.26
CONTENTdm Collection - 5/1/24 to 11/30/24 (7 Months): $1,733.78
FirstSearch - 7/1/24 to 11/30/24 (5 Months): $7,331.22
ILLiad License - 8/1/24 to 11/30/24 (4 Months): $1,828.18
ILLiad Hosted 8/1/24 to 11/30/24 (4 Months): $1,774.00

For FY25-FY26, the guaranteed price increases will be 3.75% over the previous year's annual price.

This pricing is only valid if the Library commits to the full three-year subscription period, pursuant to Section 6.1 of the Framework Agreement. For avoidance of doubt, by accepting this proposal, the Library will not have the ability to terminate for convenience prior to the end of the full three-year subscription period, and may only terminate pursuant to Section 6.2 of the Framework Agreement.

Signature **Printed Name** **Date**

For questions, please contact OCLC representative: Kate Howe at howek@oclc.org.

This transaction is subject to the relevant OCLC Framework Agreement ("FA") and the Schedules related to each product listed on this notice, found at: http://oc.lc/service-agreements, unless a signed agreement governing the transaction has been entered into by the parties.

OCLC • 6565 Kilgour Pl Dublin OH 43017-3315 United States • +1-800-848-5878 • +1-614-764-6000 www.oclc.org

OCLC

Framework Agreement

INSTITUTION NAME ("Institution")	
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

Signature: _____

Name: _____

Title _____

Date: _____

OCLC, Inc.

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Notice Address for Institution

Name: _____

Email: _____

Notice Address for OCLC:

Name: OCLC, Inc.

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
☐ WorldShare® Management Services	Schedule 1 - WMS https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-01-WorldShare-Management-Services-EN-US.pdf
☐ WMS Sandbox	Schedule 1.A - WMS Sandbox https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-01A-WMS-Sandbox-EN-US.pdf
☑ WorldShare Metadata / OCLC Cataloging	Schedule 2 - WorldShare Metadata / OCLC Cataloging https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02-WorldShare-Metadata-OCLC-Cataloging-EN-US.pdf
☐ Group Catalog	Schedule 2.A - Group Catalog https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02A-Group-Catalog-EN-US.pdf
☐ OCLC Small Library Edition	Schedule 2.B - OCLC Small Library Edition https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02B-OCLC-Small-Library-Edition-EN-US.pdf
☐ WorldCat® Discovery Services	Schedule 3 - WorldCat Discovery Services https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03-WorldCat-Discovery-Services-EN-US.pdf
☑ WorldCat® Discovery Services/FirstSearch	Schedule 3.A - WorldCat Discovery Services/FirstSearch https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03A-WorldCat-Discovery-Services-FirstSearch-EN-US.pdf
☐ WorldCat® Visibility	Schedule 3.B - WorldCat Visibility https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03B-WorldCat-Visibility-EN-US.pdf
☐ WorldShare License Manager	Schedule 4 - WorldShare License Manager https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-04-WorldShare-License-Manager-EN-US.pdf
☐ WorldShare Collection Evaluation	Schedule 5 - WorldShare Collection Evaluation https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-05-WorldShare-Collection-Evaluation-EN-US.pdf
☑ CONTENTdm®	Schedule 6 - CONTENTdm https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-06-CONTENTdm-EN-US.pdf
☐ EZProxy®	Schedule 7 - EZProxy https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-07-EZproxy-EN-US.pdf
☑ WebDewey®	Schedule 8 - WebDewey https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-08-WebDewey-EN-US.pdf
☐ OCLC WebJunction®	Schedule 9 - WebJunction https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-09-WebJunction-EN-US.pdf
☑ WorldShare Interlibrary Loan Services ("ILL")	Schedule 10 - WorldShare Interlibrary Loan Services ("ILL") https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10-WorldShare-ILL-EN-US.pdf
☑ ILLiad	Schedule 10.A - ILLiad https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10A-ILLiad-EN-US.pdf
☐ Tipasa®	Schedule 10.B - Tipasa https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10B-Tipasa-EN-US.pdf
☐ WorldCat.org	Schedule 11 - WorldCat.org https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-11-WorldCat.org-EN-US.pdf
☐ OCLC Wise ("Wise")	Schedule 14 - Wise https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-14-Wise-EN-US.pdf
☐ CapiraMobile™	Schedule 15 - CapiraMobile https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-15-CapiraMobile-EN-US.pdf
☐ CapiraReady™	Schedule 16 - CapiraReady https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-16-CapiraReady-EN-US.pdf
☐ CapiraCurbside™	Schedule 17 - CapiraCurbside https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-17-CapiraCurbside-EN-US.pdf
☐ MuseumKey	Schedule 18 - MuseumKey https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-18-MuseumKey-EN-US.pdf
☐ LendingKey	Schedule 19 - LendingKey https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-19-LendingKey-EN-US.pdf
☐ Talis	Schedule 20 - Talis https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-20-Talis-Aspire-EN-US.pdf
☐ Choreo Insights	Schedule 21 - Choreo Insights https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-21-Choreo-Insights-EN-US.pdf

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:

a) By either party, effective at the end of the initial subscription period, which shall be as set forth in the agreed upon pricing document, or any renewal period, as which shall be as set forth in any renewal notice issued pursuant to Section 7.2, by providing the other party with at least 30 days' prior written notice of its desire to not renew a Product or Service;

b) By either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for all or a substantial part of its property, is subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated, voluntarily or otherwise;

c) By the non-breaching party if a party commits a material breach of its obligations under this Agreement and has not cured such breach or failure within 30 days of receiving written notice from the non-breaching party. OCLC reserves the right, however, to immediately suspend Institution's access to the OCLC Services in the event of Institution's material breach until such time as the material breach is cured; or

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

9.6 Data Processing Agreement. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by OCLC and/or its affiliates, the following shall apply: The terms of the Data Processing Agreement ("DPA") at https://policies.oclc.org/en/privacy/data-privacy-agreements.html are hereby incorporated by reference and shall apply if and to the extent that Institution Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by OCLC and/or its affiliates, the Standard Contractual Clauses shall apply, as further set forth in and defined by the DPA. For the purposes of the Standard Contractual Clauses, Institution and its applicable Affiliates, as defined by the DPA, are each the data exporter, and Institution's acceptance of this Agreement shall be treated as its execution of the Standard Contractual Clauses and Appendices.

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, advertisings 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.

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.

SCHEDULE 3A
WorldCat® Discovery Services/FirstSearch®

Section 1 Description

FirstSearch is a proven and highly trusted tool that empowers anyone to find the authoritative content they need in every format from worldwide library collections. FirstSearch delivers the precise, full-featured WorldCat searching that library staff and researchers value.

Section 2 Definitions

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

Section 3 Discovery Service

3.1 Content. The Bibliographic Data, Holdings Data, OCLC and/or 3rd party databases and other content available through the Service may change from time to time and are subject to OCLC and/or third-party claims of copyright and other rights and may be subject to supplemental terms and conditions. The Product Description, documentation, features and/or functionality of the Service, and/or the WorldCat.org service may also change from time to time. Certain databases may only be accessed if Institution subscribes to that database through a third party.

3.2 Bibliographic Data. Bibliographic Data may not be stored other than temporarily as required for use authorized by the Agreement and shall not be otherwise transferred, or accessed by any other person not an Authorized User.

3.3 Cataloging Prohibited. Use of the Service for cataloging purposes is expressly prohibited. Institution may not resell the Service or the Bibliographic Data or other content accessible through the Service.

3.4 Compatibility.

a) Certain parts of the Service function properly only when interacting with a local library system which is compatible with and supported by the Service. A list of local library systems which are compatible with and supported by the Service is available from OCLC. Prior to placing its order, Institution should verify that its local library system is compatible with and supported by the Service.

b) In the event Institution's local library system is or becomes incompatible with or unsupported by the Service at any time during the term of this Agreement OCLC may if requested by Institution make reasonable efforts to resolve the issue at OCLC's then current rates. If such efforts are unsuccessful OCLC or Institution may terminate this Schedule upon written notice to the other party.

Section 4 Third Party Database Terms

4.1 British Library Database. Bibliographic Data made available from the British Library is licensed solely for non-commercial use. For the purpose of this Section "Non-Commercial Use" means internal or personal use solely for the purpose of resource discovery, learning, teaching, academic, or scientific research, private study, verification of bibliographic information, and/or the identification of materials to be ordered via interlibrary loan, from document vendors, or from other sources from which materials may be acquired, and specifically excludes transmission, selling on, redistribution or circulation of any form outside of Institution's organization or use in violation of the Agreement.

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

a) Organizations or institutions may download NLM-produced citations and reuse these records within their organization or institution. NLM suggests that organizations limit the number of records to 1,000 per month. Since NLM makes corrections and enhancements to and performs maintenance on these records at least annually, you should plan to replace or correct the records once a year to ensure that they are still correct and searchable as a group.

b) NLM databases are produced by a U.S. government agency and as such the contents are not covered by copyright domestically. They may be copyrighted outside the U.S. Some NLM produced data is from copyrighted publications of the respective copyright claimants. Users of the NLM databases are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are incorporated by reference. Users should consult legal counsel before using NLM-produced records to be certain that their plans are in compliance with appropriate laws.

SCHEDULE 6

CONTENTdm®

Section 1 Description

CONTENTdm is used by an Institution to build and publish their unique collections on the Web.

Section 2 Definitions

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

Section 3 Terms of Use

Subject to this Schedule and the Agreement, OCLC will provide Institution the Products and Services as specified in the CONTENTdm Order Form.

Section 4 Service Level Agreement

4.1 **Scope.** This Service Level Agreement sets forth the service level and performance objectives of OCLC in providing the Hosted Services (as listed in Section 2 of this SLA) to Institution (the "Systems"). OCLC will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the Systems.

4.2 **Uptime Commitment.**

a) **Availability.** OCLC will use commercially reasonable efforts to ensure that the Systems are available 99.5% of the time (the **"Uptime Commitment"**). Availability will be measured as follows:

(1) Availability = (T-D)/(T) * 100%; where

(2) T = the total number of minutes in the respective month, and

(3) D = the total number of minutes of downtime in the month excluding planned outages for scheduled maintenance, telecommunications or power disruptions caused by third parties, any other causes beyond OCLC's reasonable control, and excluding other times described herein.

b) **Notice Required.** OCLC will notify Institution promptly of any factor, occurrence, or event coming to its attention likely to affect OCLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption in the Systems.

c) **Scheduled Maintenance.** Scheduled maintenance may occur any Sunday during a 4-hour window and may occasionally be extended. Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime. In the event planned emergency maintenance is required, OCLC will make commercially reasonable efforts to notify Institution in advance.

4.3 **Systems Management**

a) **Monitoring.** OCLC will monitor and maintain the Systems in working order each day (24 x 7). OCLC will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds.

b) **Maintenance.** OCLC will operate, monitor, and administer all servers, applications, and networks supporting the Systems. In order to provide such coverage, OCLC may utilize a mixture of on-site and on-call support staff, automated server monitoring, and automated paging technology.

c) **Change Control.** OCLC will install new equipment, software, releases, upgrades, fixes, patches, and other items necessary to maintain the Systems to industry standards. OCLC will proactively gather information from appropriate server, peripheral, operating system, or database vendors regarding upgrades, defect patches, or fixes.

SCHEDULE 8
WebDewey®

Section 1 Description

WebDewey 2.0 is an online version of the complete Dewey Decimal Classification® ("DDC®") system. Using a standard Web browser, Institution has unlimited access to an enhanced version of the DDC 23 database.

Section 2 Definitions

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

Section 3 Terms of Use

3.1 Subject to the terms of this Schedule, OCLC hereby grants to Institution a nonexclusive, nontransferable and nonassignable license to: (i) access WebDewey; (ii) use WebDewey in accordance with this Schedule solely for the internal, noncommercial purpose of creating bibliographic records and metadata for materials (e.g., books, sound recordings) and electronic resources offered by Institution to its patrons, and (iii) post the DDC23 Summaries (i.e., the first three levels of the DDC – for example, 500 Science is Level 1, 510 Mathematics is Level 2, 513 Arithmetic is Level 3) on Institution's website solely for the internal, noncommercial purpose of organizing the resources made available to its patrons via such website. Such bibliographic records and metadata may display DDC numbers, but shall not display DDC captions. Such use of the DDC23 Summaries shall be accompanied by the following information, verbatim, on the initial screen:

The Dewey Decimal Classification is © 2003-2021*
OCLC, Inc.
Used with Permission.
DDC, Dewey, Dewey Decimal Classification and WebDewey are registered trademarks/service marks of
OCLC Online Computer Library Center, Inc.

[*Institution shall update the second year in this date range as appropriate.]

3.2 Institution may make copies of screen displays of the data accessible via WebDewey only as reasonably required for Institution's use of WebDewey as authorized hereunder; provided that such copying shall be no more extensive than is permitted by U.S. copyright law.

3.3 Termination of this Schedule shall not require the removal of DDC numbers added while this Schedule is effective in accordance with its terms.

3.4 The Sears List of Subject Headings is © EBSCO Industries, Inc. All rights reserved. Sears Subject Headings; Sears List; and Sears List of Subject Headings are trademarks of EBSCO Industries, Inc.

SCHEDULE 10
WorldShare® Interlibrary Loan Services (ILL)

Section 1 Description

WorldShare Interlibrary Loan is a resource sharing network to lend and borrow resources which allows users to quickly obtain global library content located in Institution's collections and the collections of other ILL libraries around the world. WorldShare Interlibrary Loan simplifies tasks such as sharing of e-resources, automating request and entry processes, managing ILL fees, analyzing borrowing and lending patterns, and delivering documents easily and securely through Article Exchange.

Section 2 Definitions

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

Section 3 Terms of Use

Subject to this Schedule and the FA, OCLC shall provide Institution with the Products and Services as specified in the agreed upon pricing document.

Section 4 Service Level Agreement

4.1 **Scope.** This Service Level Agreement sets forth the service level and performance objectives of OCLC in providing the Hosted Services (as listed in Section 2 of this SLA) to Institution (the "Systems"). OCLC will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the Systems.

4.2 **Uptime Commitment.**

a) **Availability.** OCLC will use commercially reasonable efforts to ensure that the Systems are available 99.5% of the time (the **"Uptime Commitment"**). Availability will be measured as follows:

(1) Availability = (T-D)/(T) * 100%; where

(2) T = the total number of minutes in the respective month, and

(3) D = the total number of minutes of downtime in the month excluding planned outages for scheduled maintenance, telecommunications or power disruptions caused by third parties, any other causes beyond OCLC's reasonable control, and excluding other times described herein.

b) **Notice Required.** OCLC will notify Institution promptly of any factor, occurrence, or event coming to its attention likely to affect OCLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption in the Systems.

c) **Scheduled Maintenance.** Scheduled maintenance may occur any Sunday during a 4-hour window and may occasionally be extended. Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime. In the event planned emergency maintenance is required, OCLC will make commercially reasonable efforts to notify Institution in advance.

4.3 **Systems Management**

a) **Monitoring.** OCLC will monitor and maintain the Systems in working order each day (24 x 7). OCLC will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds.

b) **Maintenance.** OCLC will operate, monitor, and administer all servers, applications, and networks supporting the Systems. In order to provide such coverage, OCLC may utilize a mixture of on-site and on-call support staff, automated server monitoring, and automated paging technology.

c) **Change Control.** OCLC will install new equipment, software, releases, upgrades, fixes, patches, and other items necessary to maintain the Systems to industry standards. OCLC will proactively gather information from appropriate server, peripheral, operating system, or database vendors regarding upgrades, defect patches, or fixes.

SCHEDULE 10.A
ILLiad

Section 1 Description

ILLiad is a resource sharing network to lend and borrow resources which allows users to quickly obtain global library content located in Institution's collections and the collections of other ILL libraries around the world. ILLiad allows you to replace paper-based workflows, manage a high volume of requests and automate routine functions for borrowing and lending resources between libraries with integration into a variety of third-party systems. ILLiad allows your users to place and monitor their requests without librarian assistance and to get materials quickly.

Section 2 Definitions

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

Section 3 Terms of Use

Subject to this Schedule and the Framework Agreement, OCLC shall provide Institution with the Products and Services as specified in the agreed upon pricing document.

FINANCE & ADMINISTRATION DEPARTMENT, PROCUREMENT DIVISION

JUSTIFICATION FOR SINGLE SOURCE (JSS)	
Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.	
1. Requesting Agency:	Library
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the City need these particular goods or services?***	See page 2 for this information.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	OCLC is the only provider of a database of bibliographic metadata that provides access to over 336 million records held by more than 72,000 libraries. As a contributing member the Jacksonville Public Library adds data unique to our collection and benefits from data contributed by other libraries making the cataloging of library material more efficient. In addition, as a member library our library customers can borrow material from other member libraries through out the country.
4. Date of Request	9/19/2023

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Library staff have not found another satisfactory authorized source for this service.]

6. Other Documentation (Check and attach all that apply)

√ Supplier Quote

√ Single Source Memo signed by Director

√ Other [Single source justification letter from the vendor]