



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to issue a standard agreement (purchase order) with Florida Virtual Campus (FLVC) for the statewide consortium OCLC Group License and renewal for FY2024-2025 for Broward College Libraries by utilizing bid waiver (Information technology). Fiscal Impact: \$30,130.74

Presenter(s): Priscilla Suarez, Vice Provost, Academic Services

What is the purpose of this contract and why is it needed? The OCLC Group License agreement provides our libraries with cataloging, metadata, electronic resources management, and Interlibrary loan capabilities which are vital to the operations of our library. As a statewide consortium member, Broward College joins 39 other affiliate institutions in participating in this shared service. Consortium support for our integrated library system, discovery layer, and ILL services is essential for the function of BC Libraries.

What procurement process or bid waiver was used and why? The College used the bid waiver exemption provided for the information technology resources in accordance with FLDOE Rule 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the exception to the requirement to solicit competitive offers. OCLC is an essential core service for library operations.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes.

What fund, cost center and line item(s) were used? CC0191 Library Operations, BU010 Central Campus, FD100 Unrestricted Operating Fund.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Yes.

Was that return on investment not met, met, or exceeded and how? Yes, our OCLC services have met our Library Services needs and provided key indexing and resource sharing from the state consortium for our students.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? The Broward College library services provides resources and services that assist student success by making it easier for students to access unique resources and local institutional archives to complete related assignments and research which supports the Broward College Social Enterprise Plan, specifically to overcome the digital divide under guaranteed access to higher education and customize learning experiences through multiple modalities under empower student development.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: \$30,130.74 CC0191 Library Operations, BU010 Central Campus, FD100 Unrestricted Operating Fund

08/20/24

CC0191 · Library Operations

(\$30,130.74)

Jamonica Rolle

Jamonica Rolle, Vice Provost, Academic Affairs

8/29/2024



























APPROVAL PATH: 12483 Florida Virtual Campus OCLC Group License Agreement

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Monique Blake	Dean Review		 Completed	
2	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
3	Alina Gonzalez	Review		 Completed	
4	Raj Mettai	Review		 Completed	
5	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
6	Zaida Riollano	Procurement Approval		 Completed	
7	Rabia Azhar	CFO Review		 Completed	
7	Christine Sims	Budget Departmental Review		 Completed	
7	Legal Services Review Group	Review and Approval for Form and		 Completed	
8	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
9	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
10	Board Clerk	Agenda Preparation		 Pending	
11	District Board of Trustees	Board Meeting	12/10/24 11:00 AM	 Pending	

Florida Virtual Campus
1753 W Paul Dirac Dr
Tallahassee, FL 32310 US
(850) 922-6044
financialservices@flvc.org
www.flvc.org



INVOICE

BILL TO

Monique Blake
Broward College
3501 S.W. Davie Road
Library, Building 17
Davie, FL 33314

INVOICE # FLVC-2226
DATE 07/11/2024
DUE DATE 08/20/2024
TERMS Net 40

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
OCLC - Cataloging/Metadata	Group Services Subscription July 1, 2024 - June 30, 2025	1	26,754.25	26,754.25
OCLC -WorldShare ILL	Group Services Subscription July 1, 2024 - June 30, 2025	1	3,376.49	3,376.49

Please remit payments to:
Florida State University (FLVC)
1753 W. Paul Dirac Drive
Tallahassee, FL 32310

BALANCE DUE

\$30,130.74



Framework Agreement

INSTITUTION NAME ("Institution")	Florida State University Board of Trustees for and on behalf of the Florida Virtual Campus
LIBRARY NAME (if different from Institution)	The libraries that may use the Products and Services will be the public post-secondary institutions included in the State of Florida State University System and State College System listed on Attachment A
OCLC SYMBOL (if any)	
STREET ADDRESS	222 S. Copeland Street – Westcott Bldg, Suite 211
CITY, STATE, ZIP/POSTAL CODE, COUNTRY	Tallahassee, Florida 32306-1480, United States of America
CONTACT PERSON, JOB TITLE	
TELEPHONE NUMBER, FAX, E-MAIL ADDRESS	

BILLING ADDRESS (IF DIFFERENT FROM ABOVE)

STREET ADDRESS	UCA 5607 University Center
CITY, STATE, ZIP/POSTAL CODE, COUNTRY	Tallahassee, Florida 32306-2391
CONTACT PERSON, JOB TITLE	
TELEPHONE NUMBER, FAX, E-MAIL ADDRESS	accountspayable@fsu.edu /850-644-8137 (Fax)

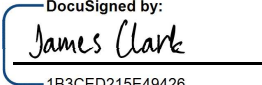
Is Institution considered exempt from tax in the country in which it is located? Yes No

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: 
DocuSigned by:
1B3CED215E49426...

Name: James Clark

Title: Provost

Date: 7/3/2024 | 6:10 PM EDT

OCLC, Inc.

Signature: 

Name: Julie Presas

Title: Vice President & General Counsel

Effective Date: 2024 July 9

Notice Address for Institution

Name: Florida State University Office of the General Counsel

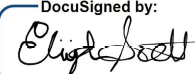
Email: generalcounsel@fsu.edu


Notice Address for OCLC:

Name: OCLC, Inc.

Email: legal@oclc.org



DocuSigned by:

7EE6E75494AF4BF...
 6/28/2024 | 5:46 PM EDT

DocuSigned by:

3DA5275DE8D7423...
 Tim Brown

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 https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-01-WorldShare-Management-Services-EN-US.pdf
<input type="checkbox"/> WMS Sandbox	Schedule 1.A - WMS Sandbox https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-01A-WMS-Sandbox-EN-US.pdf
<input checked="" type="checkbox"/> 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
<input type="checkbox"/> Group Catalog	Schedule 2.A - Group Catalog https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-02A-Group-Catalog-EN-US.pdf
<input type="checkbox"/> 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
<input type="checkbox"/> 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
<input checked="" type="checkbox"/> 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
<input checked="" type="checkbox"/> WorldCat® Visibility	Schedule 3.B – WorldCat Visibility https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-03B-WorldCat-Visibility-EN-US.pdf
<input type="checkbox"/> 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
<input type="checkbox"/> 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
<input type="checkbox"/> CONTENTdm®	Schedule 6 - CONTENTdm https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-06-CONTENTdm-EN-US.pdf
<input type="checkbox"/> EZProxy®	Schedule 7 - EZProxy https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-07-EZProxy-EN-US.pdf
<input type="checkbox"/> WebDewey®	Schedule 8 - WebDewey https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-08-WebDewey-EN-US.pdf
<input type="checkbox"/> OCLC WebJunction®	Schedule 9 - WebJunction https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-09-WebJunction-EN-US.pdf
<input checked="" type="checkbox"/> 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
<input checked="" type="checkbox"/> ILLiad	Schedule 10.A - ILLiad https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10A-ILLiad-EN-US.pdf
<input checked="" type="checkbox"/> Tipasa®	Schedule 10.B - Tipasa https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-10B-Tipasa-EN-US.pdf
<input type="checkbox"/> WorldCat.org	Schedule 11 - WorldCat.org https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-11-WorldCat.org-EN-US.pdf
<input type="checkbox"/> OCLC Wise (“Wise”)	Schedule 14 - Wise https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-14-Wise-EN-US.pdf
<input type="checkbox"/> CapiraMobile™	Schedule 15 - CapiraMobile https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-15-CapiraMobile-EN-US.pdf
<input type="checkbox"/> CapiraReady™	Schedule 16 - CapiraReady https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-16-CapiraReady-EN-US.pdf
<input type="checkbox"/> CapiraCurbside™	Schedule 17 - CapiraCurbside https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-17-CapiraCurbside-EN-US.pdf
<input type="checkbox"/> MuseumKey	Schedule 18 - MuseumKey https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-18-MuseumKey-EN-US.pdf
<input type="checkbox"/> LendingKey	Schedule 19 - LendingKey https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-19-LendingKey-EN-US.pdf
<input type="checkbox"/> Talis	Schedule 20 – Talis https://policies.oclc.org/content/dam/legal/schedules/en_us/Schedule-20-Talis-Aspire-EN-US.pdf
<input type="checkbox"/> 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 may be renewed for up to two(2) additional two-year terms (each, a "Renewal Term" and collectively with the initial term, "the Term"), unless earlier terminated in accordance with 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;
- d) By Institution in the event Institution is prevented from performance of its obligations solely due to state legislative action or inaction or state executive order, providing that Institution will provide OCLC with at least sixty (60) days written notice prior to termination under this subsection; or
- e) 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.

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.** 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. Institution shall exercise all commercially reasonable efforts to prevent unauthorized access to and use of the Products and Services and is solely responsible for 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 suspect or become aware of unauthorized use of Institution's API keys or credentials or unauthorized access to a Product or Service, OCLC may deactivate affected credentials and notify Institution.

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 for such noncompliance, 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 are attached hereto. 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 FSU Addendum.** The FSU Addendum is attached hereto as Attachment 1 and the terms and provisions thereof are included herein by reference.

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 represents that it is authorized to enter into this Agreement on behalf of the Florida institution's libraries represented on Attachment A. Group Administrator shall provide each consortium member with a copy of this Agreement prior to Product and Service activation. 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.
- 14.3 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 Framework 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 3B
WorldCat® Visibility

Section 1 Description

WorldCat Visibility allows detailed listings of your institution's collections to become visible on WorldCat.org, making it easier for information seekers to connect to your library from WorldCat.org and from our partner network.

Section 2 Definitions

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

Section 3 Requirements

Can be purchased as an add-on to a cataloging subscription.

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) $\text{Availability} = (T-D)/(T) * 100\%$; 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 FA, OCLC shall provide Institution with the Products and Services as specified in the agreed upon pricing document.

SCHEDULE 10.B
TIPASA ®

Section 1 Description

Tipasa is a customizable resource sharing network that allows your staff to easily implement their workflows within it, manage a high volume of requests and automate routine functions for borrowing and lending. Through Tipasa your librarians can support your patrons with the level of customer service they expect without requiring heavy IT support, management of servers, or extensive configuration and training.

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 Third Party Database Terms:

- a) **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.
- b) Subject to this Schedule and the FA, OCLC will 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.

Attachment 1**FLORIDA STATE UNIVERSITY**
ADDENDUM

This Addendum (“Addendum”) is incorporated into and made a part of the attached Agreement between Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of Florida State University (“FSU” or “Institution”) and OCLC, Inc. and its operating affiliates or subcontractors, hereinafter referred to as (“Supplier” or “Contractor” or “OCLC”), individually or collectively referred to as “Party/Parties”.

This Addendum provides additional terms to the attached Framework Agreement, Order Form(s), Service Order Form(s), and/or other any additional Terms and Conditions related to this Agreement (“Agreement”).

The Parties to the attached Agreement and this Addendum, in consideration of the mutual covenants and stipulations set in the Agreement and this Addendum, agree as follows:

1. **Precedence:** This Addendum and the Agreement supplement each other, should be read together, and in case of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall govern regardless of any order of precedence stated in the Agreement. If an FSU Purchase Order is issued to Supplier, this Agreement and Addendum shall supercede any conflicting Terms and Conditions of FSU’s purchase order.
2. **Payment:** FSU will pay Supplier within forty (40) days of receipt of the invoice, goods received, or services performed, whichever is later. The parties agree that in accordance with §215.422, Florida Statutes, FSU shall pay Supplier, interest at a rate as established by §55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the services. Interest payments of less than one dollar (\$1) will not be enforced unless Supplier requests payment. To obtain the applicable interest rate, please contact FSU Controller’s Payables and Disbursements Section at (850) 644-5021.
3. **Invoices:** The Supplier agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Agreement, if applicable FSU purchase order number, and shall be submitted to FSU in detail sufficient for a proper pre-audit and post-audit. Each bill or invoice must clearly identify the services, portion of services, and expenses for which compensation is sought. FSU shall determine the accuracy of all invoices. Payment will be tendered only for services or the portion of services completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission. Invoices that have to be returned to the Supplier because of Supplier preparation errors will result in a delay of the payment. In such cases, the invoice payment requirements do not start until a properly completed invoice is provided to FSU.
4. **Taxation:** The State of Florida, and FSU, is a tax immune sovereign and exempt from the payment of all sales, use, or excise taxes within the State of Florida. The Supplier is solely responsible for taxes required to perform under this Agreement, as well as, all taxes on net income earned through this Agreement.
5. **Legislative Appropriation:** The performance by FSU of any of its obligations under the Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purpose of the Agreement for the current and future periods. FSU shall provide notice to the Supplier of the non-availability of such funds and the intent to terminate the Agreement when FSU has such knowledge. Upon receipt of such notice by Supplier, Supplier shall be entitled to payment only for those services performed prior to the date notice is received. The determination of whether funds are available shall be made in the sole discretion of FSU.
6. **Compliance with Laws:** In the performance of the Agreement, Supplier shall, at its own expense, at all times during the term of the Agreement: (A) comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements as applicable and required within Supplier's industry standard, as well as all applicable FSU policy and regulations; and (B) have all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement.
7. **Choice of Law:** The Agreement, this Addendum, and all matters relating to them are governed by the laws of the State of Florida. Any provisions in the Agreement in conflict with such laws shall be void and of no effect. Any actions arising out of the Agreement and/or this Addendum shall be brought exclusively in the state or federal courts located in Leon County, Florida.
8. **Disputes:** In the event of a dispute under this Agreement, the parties hereby agree to negotiate in good faith to attempt to resolve the dispute prior to initiation of any litigation. In the event that any disputes arising out of the Agreement lead to arbitration between the parties, such arbitration will be conducted pursuant to the rules of the American Arbitration Association then in force, in Tallahassee, Florida. The parties agree that each party shall be responsible for its own attorney’s fees, costs, and charges arising out of litigation, arbitration, or any dispute relative to the Agreement, regardless of outcome, provided however that the parties shall be equally responsible for the Arbitrator’s fees and costs.
9. **FSU Insurance:** The parties agree that FSU is an agency of the State of Florida, and is thereby covered by state risk management/self-insurance program(s) pursuant to Florida law and subject to the limitations and partial waiver of sovereign immunity set forth in section 768.28 and Chapter 284, Part II, Florida Statutes or as amended, which provides, *inter alia*, a

limited waiver of sovereign immunity by its agencies in the amount of \$200,000 per person and \$300,000 per occurrence for tort claims. Further, the parties agree that FSU cannot name another party as an additional insured because the State of Florida's sovereign immunity is not transferable to another party. Accordingly, the parties agree that FSU's self-insurance coverage described hereinabove shall be deemed sufficient and acceptable in all respects whatsoever.

10. **Supplier Insurance:** As applicable, Supplier and Supplier's subcontractors shall have and maintain during the term of the Agreement insurance coverage as described here: [Contractor's Insurance](#).
11. **Legal Cost:** FSU is not authorized to enter into an agreement containing provisions whereby FSU assumes payment of the Supplier's court costs, expenses, or legal fees and all such clauses are null and void.
12. **Liability:** Each party assumes any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from, or attributable to, the negligent acts or omissions of that party and its officers, employees and other agents while acting within the course and scope of their employment or agency. Supplier also assumes such risk with respect to the negligent acts or omissions of persons subcontracting with Supplier or otherwise acting or engaged to act at the insistence of Supplier in furtherance of Supplier's obligations under the Agreement.
13. **Sovereign Immunity:** Nothing contained in the Agreement shall be construed or interpreted as denying FSU or other state entity any remedy or defense available under the laws of the State of Florida; the consent of FSU to be sued; and/or extend sovereign immunity or a waiver of sovereign immunity of FSU beyond the waiver or limits provided in §768.28, Florida Statutes.
14. **Infringement:** If any part of products or services delivered to FSU made pursuant to Agreement is protected by the patent, copyright, trademark, or other intellectual property right of a third party, Supplier agrees to defend, indemnify and hold harmless FSU from and against any claim, loss, cost and/or expense FSU incurs based on a claim that use of the Supplier's products or services infringes the intellectual property rights of a third party.
15. **Code of Conduct:** Supplier shall comply with FSU's [Supplier Code of Conduct](#).
16. **EULA:** This Addendum and the Agreement represents the entire agreement between FSU (including FSU's employees and other identified end users) and the Supplier. In the event that Supplier subsequently attempts to enter into terms of use agreements or other similar agreements, policies or understandings, whether on the Supplier's purchase order, website, click-through, verbal or in writing, with FSU's employees or other end users, such agreements shall be null, void and without effect, and the terms of this Addendum and the Agreement shall apply. FSU will not be bound to any other terms and conditions set forth in any documents, agreements or policies unless such terms and conditions are also set forth in this Addendum and the Agreement. The Supplier may not unilaterally change any term or condition of this Addendum and the Agreement.
17. **Licenses and Permits:** In the event either party is required to obtain from any governmental authority any permit, license, or authorization in order to perform its obligations hereunder, the cost thereof will be borne by the party required to obtain such permit, license, or authorization.
18. **Accessibility Requirements:** Supplier shall comply with the Americans Disabilities Act 1990 ("ADA") and/or Web Accessibility Initiative Web Content Accessibility Guidelines 2.0 and/or 2.1 ("WCAG"). Supplier shall ensure that any and all products and/or services, including applicable updates and/or upgrades, are implemented in a manner that does not compromise product accessibility.
19. **Prohibitions:** Unless expressly and specifically authorized in writing by FSU in advance, Supplier is prohibited from (a) using FSU's name, trademarks, logos, or other marks (collectively herein known as the "Marks") without FSU's prior written approval; (b) incurring any debt or obligation on behalf of FSU; (c) entering into any contract, arrangement, or transaction which binds FSU to any extent or creates any obligation on FSU; and/or (d) utilizing FSU's name, credit, reputation, good-will, resources, and/or assets for any purpose without the prior and explicit written approval of FSU. Authorizations given by FSU shall automatically terminate upon termination of Agreement.
20. **No Employee Relationships:** Supplier hereby certifies that to the best of their knowledge and belief no individual employed by them or subcontracted by them has an immediate relation to any employee of FSU directly or indirectly involved in the procurement of said services in violation of Chapter 112, Part III, Florida Statutes. In accordance with §112.3175, Florida Statutes violation of this section by Supplier will be grounds for immediate cancellation of this Agreement by FSU.
21. **No Lobbying:** The expenditure of funds disbursed from State of Florida appropriated grants and aids for the purpose of lobbying the Legislature or a State agency is prohibited. Supplier warrants that no individual employed by it conducts any lobbying activities.
22. **Public Entity Crime:** Any person or affiliate who has been placed on the convicted Supplier list following a conviction for a public entity crime may not be awarded or perform work under a contract or transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date first placed on the list.
23. **E-Verify:** FSU is obligated to comply with the provisions of §448.095, Florida Statutes, "Employment Eligibility." Compliance with §448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Supplier affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by §448.095, Florida Statutes.

24. **Confidentiality:** Notwithstanding any information labeled as “Confidential” or “Proprietary”, or clauses in the Agreement to the contrary, FSU is a public body corporate of the state of Florida and certain information, including this Agreement, may be subject to Chapter 119, Florida Statutes and would require disclosure as a “public record” upon request. FSU retains the right to make interpretations of its duties and obligations under the law and any disclosure of information by FSU pursuant to the Florida Public Records Act shall not be considered a breach of this Agreement.

25. **Public Records Provisions:**

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 644-4440, Office of General Counsel, Florida State University, 222 South Copeland Street, Suite 424, Westcott Building, Tallahassee, FL 32306-1400.

The Parties acknowledge that FSU is subject to Florida’s Public Records law, Chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. The Supplier agrees to allow public access to all records, documents, papers, letters or other material subject to the provision of the Florida Public Records law and made or received in conjunction with this Agreement. Refusal by the Supplier to allow such public access will be grounds for immediate cancellation of this Agreement by the FSU.

To the extent that Supplier meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract or agreement requirements provided by law, Supplier must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.
- (d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Supplier upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Agreed to as of the day and year set forth below:

THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate, acting for and on behalf of THE FLORIDA STATE UNIVERSITY

OCLC, INC.

By: James Clark 7/3/2024 | 6:10 PM EDT
 Signature Date

By: Julie Presas 2024 July 9
 Signature Date

Printed Name: James Clark

Printed Name: Julie Presas

Title: Provost

Title: Vice President & General Counsel

DocuSigned by:
Elijah Scott
 7EE6E75494AF4BF...

DocuSigned by:
Tim Brown
 3DA5275DE8D7423...



Option B: A la carte OCLC Pricing Proposal
Includes the 5.2% Group Discount*

Product	OCLC 5-Year Pricing Proposal					OCLC Optional Two 2-Year Renewals			
	FY25 (July 1, 2024 - June 30, 2025)	FY26 (July 1, 2025 - June 30, 2026)	FY27 (July 1, 2026 - June 30, 2027)	FY28 (July 1, 2027 - June 30, 2028)	FY29 (July 1, 2028 - June 30, 2029)	FY30 (July 1, 2029 - June 30, 2030)	FY31 (July 1, 2030 - June 30, 2031)	FY32 (July 1, 2031 - June 30, 2032)	FY33 (July 1, 2032 - June 30, 2033)
Cataloging	\$723,132.14	\$748,441.77	\$774,637.23	\$801,749.53	\$829,810.76	\$858,854.14	\$888,914.03	\$920,026.02	\$952,226.93
Cataloging Access	\$185,048.52	\$191,525.22	\$198,228.60	\$205,166.60	\$212,347.43	\$219,779.59	\$227,471.88	\$235,433.40	\$243,673.57
FirstSearch	\$88,715.26	\$88,715.26	\$88,715.26	\$88,715.26	\$88,715.26	\$88,715.26	\$88,715.26	\$88,715.26	\$88,715.26
WorldShare ILL	\$319,728.26	\$319,728.26	\$319,728.26	\$319,728.26	\$319,728.26	\$319,728.26	\$319,728.26	\$319,728.26	\$319,728.26
Tipasa	\$30,917.71	\$30,917.71	\$30,917.71	\$30,917.71	\$30,917.71	\$30,917.71	\$30,917.71	\$30,917.71	\$30,917.71
ILLiad Hosted	\$40,688.83	\$56,704.40	\$56,704.40	\$56,704.40	\$56,704.40	\$56,704.40	\$56,704.40	\$56,704.40	\$56,704.40
ILLiad License/Satellite	\$33,132.10	\$46,284.08	\$46,284.08	\$46,284.08	\$46,284.08	\$46,284.08	\$46,284.08	\$46,284.08	\$46,284.08
WorldCat Visibility	\$6,028.57	\$6,028.57	\$6,028.57	\$6,028.57	\$6,028.57	\$6,028.57	\$6,028.57	\$6,028.57	\$6,028.57
Total	\$1,427,391.39	\$1,488,345.27	\$1,521,244.11	\$1,555,294.41	\$1,590,536.47	\$1,627,012.01	\$1,664,764.19	\$1,703,837.70	\$1,744,278.78

Notes below apply to all fiscal years listed above

Invoicing frequency for the subscription fees is annual.

As part of the ITN process, OCLC reviewed all existing FLVC Cataloging and ILL subscriptions. Ten libraries qualified for a subscription price reduction and the reduced subscriptions are included in the Existing FY24 Subscriptions.

FLVC qualifies for a 5.2% group discount and is included in the pricing above as the total FLVC purchases are greater than \$1.25 million. If these amounts adjust down to lower than \$1.25M, but remain greater than \$1.0M then the discount will decrease to 2.5%

For the 5-year contract term (FY25 - FY29) and the 4 options years (FY30-FY33), annual price increases will be the following: Cataloging and Cataloging Access will have annual price increases of 3.5%. WorldShare ILL, FirstSearch, WorldCat Visibility, Tipasa and ILLiad will be held flat with 0% price increase each year.

Cataloging & Metadata

With this proposal, FLVC will have a comprehensive Cataloging subscription that enables subscription access to all FLVC libraries, provided by OCLC as one single price. This group price was developed based on the FY24 current OCLC Cataloging spend by FLVC libraries, plus a 3.5% annual price increase, minus a 5.2% discount assuming FLVC total spend reaches \$1.25 million. Each library has their own choice on the interface they so wish to utilize. OCLC is offering this pricing approach, because FLVC libraries are planning to load records into the shared Alma Network Zone. If the libraries planned to only use the Institution Zone, then individual pricing will be available.

Resource Sharing

University of Florida (existing subscriptions) has ILLiad Satellite pricing included in the ILLiad License/Satellite pricing column for all nine years.

FY25 ILLiad Subscription Pro-rations

FY25 ILLiad Hosted Subscription pricing above has been pro-rated to sync to July 1, 2025 (FY26) renewal for the following libraries:

Florida A&M University - FY25 Pricing represents 1/1/2025-6/30/2025

Florida State University - FY25 Pricing represents 5/1/2025-6/30/2025

University of West Florida - FY25 Pricing represents 5/1/2025-6/30/2025

FY25 ILLiad License Subscription pricing above has been pro-rated to sync to July 1, 2025 (FY26) renewal for the following libraries:

Florida A&M University - FY25 Pricing represents 1/1/2025-6/30/2025

Florida International University - FY25 Pricing represents 8/1/2024-6/30/2025

Florida State University - FY25 Pricing represents 5/1/2025-6/30/2025

University of West Florida - FY25 Pricing represents 5/1/2025-6/30/2025

DocuSigned by:

Signature: 1B0CED215E49426...

James Clark
Printed Name

7/3/2024 | 6:10 PM EDT
Date

For questions, please contact OCLC representative: Suzanne Butte at buttes@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://oclc.org/service-agreements>, unless a signed agreement governing the transaction has been entered into by the parties.

Option B: A la carte OCLC Pricing Proposal
 Includes the 5.2% Group Discount*
 Note - Blue highlighting below indicates new subscriptions for the library

Attachment A - List of Libraries	Symbol	Cataloging & Metadata*		Interlibrary Loan				Global Library Search	
		FY25 Cataloging	FY25 Cataloging Access	FY25 WorldShare ILL	FY25 Tipasa	FY25 ILLiad Hosted	FY25 ILLiad License/Satellit e	FY25 FirstSearch	FY25 WorldCat Visibility
Broward College	EDB	Included in group price	Included in group price	\$3,376.49					
Chipola College	FCB	Included in group price	Included in group price						
College of Central Florida	FO9	Included in group price	Included in group price	\$841.12				\$749.52	
College of the Florida Keys	FKC	Included in group price	Included in group price	\$647.71					
Daytona State College	FCD	Included in group price	Included in group price						
Eastern Florida State College	EBC	Included in group price	Included in group price	\$832.11					
Florida A&M University	FCM	Included in group price	Included in group price	\$870.93		\$2,446.89	\$1,562.48		
Florida A&M University College of Law	FAMLW	Included in group price	Included in group price	\$465.02					
Florida Atlantic University	FGM	Included in group price	Included in group price	\$23,204.18		\$9,417.57	\$8,403.56	\$8,416.71	
Florida Gateway College	WK6	Included in group price	Included in group price	\$526.58				\$749.50	
Florida Gulf Coast University	FGA	Included in group price	Included in group price					\$4,584.39	
Florida International University	FXG	Included in group price	Included in group price	\$62,284.44		\$13,055.31	\$9,246.26	\$13,290.37	
Florida International University Biscayne Bay Campus	FXN	Included in group price	Included in group price	\$8,523.17				\$749.52	
Florida International University College of Law	FIUCL	Included in group price	Included in group price	\$1,005.24				\$606.18	
Florida International University College of Medicine	FLFIU	Included in group price	Included in group price						
Florida Polytechnic University	FLFPU	Included in group price	Included in group price	\$2,110.89				\$2,023.53	
Florida Southwestern State College	FHF	Included in group price	Included in group price	\$2,091.12					
Florida State College at Jacksonville	FJD	Included in group price	Included in group price	\$2,639.78					
Florida State University	FDA	Included in group price	Included in group price	\$28,614.47		\$1,409.35	\$1,343.49	\$13,290.35	
Florida State University College of Law	FSL	Included in group price	Included in group price	\$1,951.68					
Florida State University College of Medicine	FFQ	Included in group price	Included in group price	\$280.16					
Florida State University Music Library	FMZ	Included in group price	Included in group price	\$703.42				\$606.18	
Florida Virtual Campus (FLVC)	FCF	\$723,132.14	\$185,048.52						
Gulf Coast State College	PD5	Included in group price	Included in group price						
Hillsborough Community College	FYF	Included in group price	Included in group price	\$1,224.36					
Indian River State College	FIC	Included in group price	Included in group price	\$1,193.90					
Lake-Sumter State College	FSF	Included in group price	Included in group price	\$789.83					
Miami Dade College	FYM	Included in group price	Included in group price	\$4,619.68					
New College of Florida	FHC	Included in group price	Included in group price	\$4,649.04				\$606.18	
North Florida College	FNJ	Included in group price	Included in group price						
Northwest Florida State College	FB3	Included in group price	Included in group price	\$681.33				\$1,382.93	
Palm Beach State College	EFM	Included in group price	Included in group price	\$2,529.00					
Pasco-Hernando State College	FYK	Included in group price	Included in group price	\$675.75					
Pensacola State College	FPJ	Included in group price	Included in group price	\$2,173.84				\$2,076.61	
Potk State College	FYO	Included in group price	Included in group price	\$1,384.05				\$2,076.22	
Ringling Museum of Art Library - Florida State University	FSJ	Included in group price	Included in group price	\$2,260.64					
Santa Fe College	WL5	Included in group price	Included in group price	\$1,892.64				\$3,344.81	
Seminole State College of Florida	FSS	Included in group price	Included in group price	\$1,683.27					
South Florida State College	S3F	Included in group price	Included in group price	\$1,048.76					
St. Johns River State College	WL7	Included in group price	Included in group price	\$526.58					
St. Petersburg College	FPB	Included in group price	Included in group price	\$556.96					
State College of Florida, Manatee-Sarasota	FMU	Included in group price	Included in group price	\$669.12				\$749.52	
Tallahassee Community College	ST5	Included in group price	Included in group price	\$526.58				\$2,076.61	
University of Central Florida	FTU	Included in group price	Included in group price	\$32,906.44					
University of Central Florida College of Medicine	FLUCF	Included in group price	Included in group price	\$94.03					
University of Florida	FUG	Included in group price	Included in group price	\$63,261.60		\$13,055.32	\$11,770.01	\$14,038.70	
University of Florida Health Science Center	FUJ	Included in group price	Included in group price	\$70.14					
University of Florida Law Library	FUB	Included in group price	Included in group price	\$159.30				\$606.19	
University of North Florida	FNP	Included in group price	Included in group price	Incl in Tipasa	\$30,917.71			\$5,198.41	
University of South Florida	FHM	Included in group price	Included in group price	\$32,614.67				\$12,596.91	
University of South Florida Health Science Center	FHJ	Included in group price	Included in group price	\$813.49					
University of South Florida St. Petersburg	FHS	Included in group price	Included in group price	\$5,359.54				\$749.52	
University of West Florida	FWA	Included in group price	Included in group price	\$12,321.58		\$1,304.39	\$806.30	\$3,344.81	
Valencia College	FVC	Included in group price	Included in group price	\$2,073.63					
Wolfsonian Museum Library - Florida International University	FLWWS	Included in group price	Included in group price						\$830.16

Option B: A la carte OCLC Pricing Proposal
 Includes the 5.2% Group Discount*
 Note - Blue highlighting below indicates new subscriptions for the library

Attachment A - List of Libraries	Symbol	Cataloging & Metadata*		Interlibrary Loan				Global Library Search	
		FY26 Cataloging	FY26 Cataloging Access	FY26 WorldShare ILL	FY26 Tipasa	FY26 ILLiad Hosted	FY26 ILLiad License/Satellit	FY26 FirstSearch	FY26 WorldCat Visibility
Broward College	EDB	Included in group price	Included in group price	\$3,376.49					
Chipola College	FCB	Included in group price	Included in group price						
College of Central Florida	FO9	Included in group price	Included in group price	\$841.12				\$749.52	
College of the Florida Keys	FCX	Included in group price	Included in group price	\$647.71					
Daytona State College	FCD	Included in group price	Included in group price						
Eastern Florida State College	EBC	Included in group price	Included in group price	\$832.11					
Florida A&M University	FCM	Included in group price	Included in group price	\$870.93		\$4,893.78	\$3,124.95		
Florida A&M University College of Law	FAMLW	Included in group price	Included in group price	\$465.02					
Florida Atlantic University	FGM	Included in group price	Included in group price	\$23,204.18		\$9,417.57	\$8,403.56	\$8,416.71	
Florida Gateway College	WK6	Included in group price	Included in group price	\$526.58				\$749.50	
Florida Gulf Coast University	FGA	Included in group price	Included in group price					\$4,584.39	
Florida International University	FXG	Included in group price	Included in group price	\$62,284.44		\$13,055.31	\$10,086.83	\$13,290.37	
Florida International University Biscayne Bay Campus	FXN	Included in group price	Included in group price	\$8,523.17				\$749.52	
Florida International University College of Law	FIUCL	Included in group price	Included in group price	\$1,005.24				\$606.18	
Florida International University College of Medicine	FLFIU	Included in group price	Included in group price						
Florida Polytechnic University	FLFPU	Included in group price	Included in group price	\$2,110.89				\$2,023.53	
Florida Southwestern State College	FHF	Included in group price	Included in group price	\$2,091.12					
Florida State College at Jacksonville	FJD	Included in group price	Included in group price	\$2,639.78					
Florida State University	FDA	Included in group price	Included in group price	\$28,614.47		\$8,456.07	\$8,060.92	\$13,290.35	
Florida State University College of Law	FSL	Included in group price	Included in group price	\$1,951.68					
Florida State University College of Medicine	FFQ	Included in group price	Included in group price	\$280.16					
Florida State University Music Library	FMZ	Included in group price	Included in group price	\$703.42				\$606.18	
Florida Virtual Campus (FLVC)	FCF	\$748,441.77	\$191,525.22						
Gulf Coast State College	PD5	Included in group price	Included in group price						
Hillsborough Community College	FVF	Included in group price	Included in group price	\$1,224.36					
Indian River State College	FIC	Included in group price	Included in group price	\$1,193.90					
Lake-Sumter State College	FSF	Included in group price	Included in group price	\$789.83					
Miami Dade College	FYM	Included in group price	Included in group price	\$4,619.68					
New College of Florida	FHC	Included in group price	Included in group price	\$4,649.04				\$606.18	
North Florida College	FNJ	Included in group price	Included in group price						
Northwest Florida State College	FB3	Included in group price	Included in group price	\$681.33				\$1,382.93	
Palm Beach State College	EFM	Included in group price	Included in group price	\$2,529.00					
Pasco-Hernando State College	FYK	Included in group price	Included in group price	\$675.75					
Pensacola State College	FPJ	Included in group price	Included in group price	\$2,173.84				\$2,076.61	
Polk State College	FYO	Included in group price	Included in group price	\$1,384.05				\$2,076.22	
Ringling Museum of Art Library - Florida State University	FSJ	Included in group price	Included in group price	\$2,260.64					
Santa Fe College	WL5	Included in group price	Included in group price	\$1,892.64				\$3,344.81	
Seminole State College of Florida	FSS	Included in group price	Included in group price	\$1,683.27					
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St. Johns River State College	WL7	Included in group price	Included in group price	\$526.58					
St. Petersburg College	FPB	Included in group price	Included in group price	\$556.96					
State College of Florida, Manatee-Sarasota	FMU	Included in group price	Included in group price	\$669.12				\$749.52	
Tallahassee Community College	ST5	Included in group price	Included in group price	\$526.58				\$2,076.61	
University of Central Florida	FTU	Included in group price	Included in group price	\$32,906.44					
University of Central Florida College of Medicine	FLUCF	Included in group price	Included in group price	\$94.03					
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University of Florida Health Science Center	FUJ	Included in group price	Included in group price	\$70.14					
University of Florida Law Library	FUB	Included in group price	Included in group price	\$159.30				\$606.19	
University of North Florida	FNP	Included in group price	Included in group price	Incl in Tipasa	\$30,917.71				\$5,198.41
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University of South Florida Health Science Center	FHJ	Included in group price	Included in group price	\$813.49					
University of South Florida St. Petersburg	FHS	Included in group price	Included in group price	\$5,359.54				\$749.52	
University of West Florida	FWA	Included in group price	Included in group price	\$12,321.58		\$7,826.35	\$4,837.81	\$3,344.81	
Valencia College	FVC	Included in group price	Included in group price	\$2,073.63					
Wolfsonian Museum Library - Florida International University	FLWWS	Included in group price	Included in group price						\$830.16

Option B: A la carte OCLC Pricing Proposal
 Includes the 5.2% Group Discount*
 Note - Blue highlighting below indicates new subscriptions for the library

Attachment A - List of Libraries	Symbol	Cataloging & Metadata*		Interlibrary Loan				Global Library Search	
		FY27 Cataloging	FY27 Cataloging Access	FY27 WorldShare IL	FY27 Tipasa	FY27 ILLiad Hosted	FY27 ILLiad License/Satellit	FY27 FirstSearch	FY27 WorldCat Visibility
Broward College	EDB	Included in group price	Included in group price	\$3,376.49					
Chipola College	FCB	Included in group price	Included in group price						
College of Central Florida	FO9	Included in group price	Included in group price	\$841.12				\$749.52	
College of the Florida Keys	FCX	Included in group price	Included in group price	\$647.71					
Daytona State College	FCD	Included in group price	Included in group price						
Eastern Florida State College	EBC	Included in group price	Included in group price	\$832.11					
Florida A&M University	FCM	Included in group price	Included in group price	\$870.93		\$4,893.78	\$3,124.95		
Florida A&M University College of Law	FAMLW	Included in group price	Included in group price	\$465.02					
Florida Atlantic University	FGM	Included in group price	Included in group price	\$23,204.18		\$9,417.57	\$8,403.56	\$8,416.71	
Florida Gateway College	WK6	Included in group price	Included in group price	\$526.58				\$749.50	
Florida Gulf Coast University	FGA	Included in group price	Included in group price					\$4,584.39	
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Florida International University Biscayne Bay Campus	FXN	Included in group price	Included in group price	\$8,523.17				\$749.52	
Florida International University College of Law	FIUCL	Included in group price	Included in group price	\$1,005.24				\$606.18	
Florida International University College of Medicine	FLFIU	Included in group price	Included in group price						
Florida Polytechnic University	FLFPU	Included in group price	Included in group price	\$2,110.89				\$2,023.53	
Florida Southwestern State College	FHF	Included in group price	Included in group price	\$2,091.12					
Florida State College at Jacksonville	FJD	Included in group price	Included in group price	\$2,639.78					
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Florida State University College of Law	FSL	Included in group price	Included in group price	\$1,951.68					
Florida State University College of Medicine	FFQ	Included in group price	Included in group price	\$280.16					
Florida State University Music Library	FMZ	Included in group price	Included in group price	\$703.42				\$606.18	
Florida Virtual Campus (FLVC)	FCF	\$774,637.23	\$198,228.60						
Gulf Coast State College	PD5	Included in group price	Included in group price						
Hillsborough Community College	FYF	Included in group price	Included in group price	\$1,224.36					
Indian River State College	FIC	Included in group price	Included in group price	\$1,193.90					
Lake-Sumter State College	FSF	Included in group price	Included in group price	\$789.83					
Miami Dade College	FYM	Included in group price	Included in group price	\$4,619.68					
New College of Florida	FHC	Included in group price	Included in group price	\$4,649.04				\$606.18	
North Florida College	FNJ	Included in group price	Included in group price						
Northwest Florida State College	FB3	Included in group price	Included in group price	\$681.33				\$1,382.93	
Palm Beach State College	EFM	Included in group price	Included in group price	\$2,529.00					
Pasco-Hernando State College	FYK	Included in group price	Included in group price	\$675.75					
Pensacola State College	FPJ	Included in group price	Included in group price	\$2,173.84				\$2,076.61	
Polk State College	FYO	Included in group price	Included in group price	\$1,384.05				\$2,076.22	
Ringling Museum of Art Library - Florida State University	FSJ	Included in group price	Included in group price	\$2,260.64					
Santa Fe College	WL5	Included in group price	Included in group price	\$1,892.64				\$3,344.81	
Seminole State College of Florida	FSS	Included in group price	Included in group price	\$1,683.27					
South Florida State College	S3F	Included in group price	Included in group price	\$1,048.76					
St. Johns River State College	WL7	Included in group price	Included in group price	\$526.58					
St. Petersburg College	FPB	Included in group price	Included in group price	\$556.96					
State College of Florida, Manatee-Sarasota	FMU	Included in group price	Included in group price	\$669.12				\$749.52	
Tallahassee Community College	ST5	Included in group price	Included in group price	\$526.58				\$2,076.61	
University of Central Florida	FTU	Included in group price	Included in group price	\$32,906.44					
University of Central Florida College of Medicine	FLUCF	Included in group price	Included in group price	\$94.03					
University of Florida	FUG	Included in group price	Included in group price	\$63,261.60		\$13,055.32	\$11,770.01	\$14,038.70	
University of Florida Health Science Center	FUJ	Included in group price	Included in group price	\$70.14					
University of Florida Law Library	FUB	Included in group price	Included in group price	\$159.30				\$606.19	
University of North Florida	FNP	Included in group price	Included in group price	Incl in Tipasa	\$30,917.71				\$5,198.41
University of South Florida	FHM	Included in group price	Included in group price	\$32,614.67				\$12,596.91	
University of South Florida Health Science Center	FHJ	Included in group price	Included in group price	\$813.49					
University of South Florida St. Petersburg	FHS	Included in group price	Included in group price	\$5,359.54				\$749.52	
University of West Florida	FWA	Included in group price	Included in group price	\$12,321.58		\$7,826.35	\$4,837.81	\$3,344.81	
Valencia College	FVC	Included in group price	Included in group price	\$2,073.63					
Wolfsonian Museum Library - Florida International University	FLWWS	Included in group price	Included in group price						\$830.16

Option B: A la carte OCLC Pricing Proposal
 Includes the 5.2% Group Discount*
 Note - Blue highlighting below indicates new subscriptions for the library

Attachment A - List of Libraries	Symbol	Cataloging & Metadata*		Interlibrary Loan			Global Library Search		
		FY28 Cataloging	FY28 Cataloging Access	FY28 WorldShare IL	FY28 Tipasa	FY28 ILLiad Hosted	FY28 ILLiad License/Satellit	FY28 FirstSearch	FY28 WorldCat Visibility
Broward College	EDB	Included in group price	Included in group price	\$3,376.49					
Chipola College	FCB	Included in group price	Included in group price						
College of Central Florida	FO9	Included in group price	Included in group price	\$841.12				\$749.52	
College of the Florida Keys	FCX	Included in group price	Included in group price	\$647.71					
Daytona State College	FCD	Included in group price	Included in group price						
Eastern Florida State College	EBC	Included in group price	Included in group price	\$832.11					
Florida A&M University	FCM	Included in group price	Included in group price	\$870.93		\$4,893.78	\$3,124.95		
Florida A&M University College of Law	FAMLW	Included in group price	Included in group price	\$465.02					
Florida Atlantic University	FGM	Included in group price	Included in group price	\$23,204.18		\$9,417.57	\$8,403.56	\$8,416.71	
Florida Gateway College	WK6	Included in group price	Included in group price	\$526.58				\$749.50	
Florida Gulf Coast University	FGA	Included in group price	Included in group price					\$4,584.39	
Florida International University	FXG	Included in group price	Included in group price	\$62,284.44		\$13,055.31	\$10,086.83	\$13,290.37	
Florida International University Biscayne Bay Campus	FXN	Included in group price	Included in group price	\$8,523.17				\$749.52	
Florida International University College of Law	FIUCL	Included in group price	Included in group price	\$1,005.24				\$606.18	
Florida International University College of Medicine	FLFIU	Included in group price	Included in group price						
Florida Polytechnic University	FLFPU	Included in group price	Included in group price	\$2,110.89				\$2,023.53	
Florida Southwestern State College	FHF	Included in group price	Included in group price	\$2,091.12					
Florida State College at Jacksonville	FJD	Included in group price	Included in group price	\$2,639.78					
Florida State University	FDA	Included in group price	Included in group price	\$28,614.47		\$8,456.07	\$8,060.92	\$13,290.35	
Florida State University College of Law	FSL	Included in group price	Included in group price	\$1,951.68					
Florida State University College of Medicine	FFQ	Included in group price	Included in group price	\$280.16					
Florida State University Music Library	FMZ	Included in group price	Included in group price	\$703.42				\$606.18	
Florida Virtual Campus (FLVC)	FCF	\$801,749.53	\$205,166.60						
Gulf Coast State College	PD5	Included in group price	Included in group price						
Hillsborough Community College	FVF	Included in group price	Included in group price	\$1,224.36					
Indian River State College	FIC	Included in group price	Included in group price	\$1,193.90					
Lake-Sumter State College	FSF	Included in group price	Included in group price	\$789.83					
Miami Dade College	FYM	Included in group price	Included in group price	\$4,619.68					
New College of Florida	FHC	Included in group price	Included in group price	\$4,649.04				\$606.18	
North Florida College	FNJ	Included in group price	Included in group price						
Northwest Florida State College	FB3	Included in group price	Included in group price	\$681.33				\$1,382.93	
Palm Beach State College	EFM	Included in group price	Included in group price	\$2,529.00					
Pasco-Hernando State College	FYK	Included in group price	Included in group price	\$675.75					
Pensacola State College	FPJ	Included in group price	Included in group price	\$2,173.84				\$2,076.61	
Polk State College	FYO	Included in group price	Included in group price	\$1,384.05				\$2,076.22	
Ringling Museum of Art Library - Florida State University	FSJ	Included in group price	Included in group price	\$2,260.64					
Santa Fe College	WL5	Included in group price	Included in group price	\$1,892.64				\$3,344.81	
Seminole State College of Florida	FSS	Included in group price	Included in group price	\$1,683.27					
South Florida State College	S3F	Included in group price	Included in group price	\$1,048.76					
St. Johns River State College	WL7	Included in group price	Included in group price	\$526.58					
St. Petersburg College	FPB	Included in group price	Included in group price	\$556.96					
State College of Florida, Manatee-Sarasota	FMU	Included in group price	Included in group price	\$669.12				\$749.52	
Tallahassee Community College	ST5	Included in group price	Included in group price	\$526.58				\$2,076.61	
University of Central Florida	FTU	Included in group price	Included in group price	\$32,906.44					
University of Central Florida College of Medicine	FLUCF	Included in group price	Included in group price	\$94.03					
University of Florida	FUG	Included in group price	Included in group price	\$63,261.60		\$13,055.32	\$11,770.01	\$14,038.70	
University of Florida Health Science Center	FUJ	Included in group price	Included in group price	\$70.14					
University of Florida Law Library	FUB	Included in group price	Included in group price	\$159.30				\$606.19	
University of North Florida	FNP	Included in group price	Included in group price	Incl in Tipasa	\$30,917.71				\$5,198.41
University of South Florida	FHM	Included in group price	Included in group price	\$32,614.67				\$12,596.91	
University of South Florida Health Science Center	FHJ	Included in group price	Included in group price	\$813.49					
University of South Florida St. Petersburg	FHS	Included in group price	Included in group price	\$5,359.54				\$749.52	
University of West Florida	FWA	Included in group price	Included in group price	\$12,321.58		\$7,826.35	\$4,837.81	\$3,344.81	
Valencia College	FVC	Included in group price	Included in group price	\$2,073.63					
Wolfsonian Museum Library - Florida International University	FLWWS	Included in group price	Included in group price						\$830.16

Option B: A la carte OCLC Pricing Proposal
 Includes the 5.2% Group Discount*
 Note - Blue highlighting below indicates new subscriptions for the library

Attachment A - List of Libraries	Symbol	Cataloging & Metadata*		Interlibrary Loan			Global Library Search		
		FY29 Cataloging	FY29 Cataloging Access	FY29 WorldShare IL	FY29 Tipasa	FY29 ILLiad Hosted	FY29 ILLiad License/Satellit	FY29 FirstSearch	FY29 WorldCat Visibility
Broward College	EDB	Included in group price	Included in group price	\$3,376.49					
Chipola College	FCB	Included in group price	Included in group price						
College of Central Florida	FO9	Included in group price	Included in group price	\$841.12				\$749.52	
College of the Florida Keys	FCX	Included in group price	Included in group price	\$647.71					
Daytona State College	FCD	Included in group price	Included in group price						
Eastern Florida State College	EBC	Included in group price	Included in group price	\$832.11					
Florida A&M University	FCM	Included in group price	Included in group price	\$870.93		\$4,893.78	\$3,124.95		
Florida A&M University College of Law	FAMLW	Included in group price	Included in group price	\$465.02					
Florida Atlantic University	FGM	Included in group price	Included in group price	\$23,204.18		\$9,417.57	\$8,403.56	\$8,416.71	
Florida Gateway College	WK6	Included in group price	Included in group price	\$526.58				\$749.50	
Florida Gulf Coast University	FGA	Included in group price	Included in group price					\$4,584.39	
Florida International University	FXG	Included in group price	Included in group price	\$62,284.44		\$13,055.31	\$10,086.83	\$13,290.37	
Florida International University Biscayne Bay Campus	FXN	Included in group price	Included in group price	\$8,523.17				\$749.52	
Florida International University College of Law	FIUCL	Included in group price	Included in group price	\$1,005.24				\$606.18	
Florida International University College of Medicine	FLFIU	Included in group price	Included in group price						
Florida Polytechnic University	FLFPU	Included in group price	Included in group price	\$2,110.89				\$2,023.53	
Florida Southwestern State College	FHF	Included in group price	Included in group price	\$2,091.12					
Florida State College at Jacksonville	FJD	Included in group price	Included in group price	\$2,639.78					
Florida State University	FDA	Included in group price	Included in group price	\$28,614.47		\$8,456.07	\$8,060.92	\$13,290.35	
Florida State University College of Law	FSL	Included in group price	Included in group price	\$1,951.68					
Florida State University College of Medicine	FFQ	Included in group price	Included in group price	\$280.16					
Florida State University Music Library	FMZ	Included in group price	Included in group price	\$703.42				\$606.18	
Florida Virtual Campus (FLVC)	FCF	\$829,810.76	\$212,347.43						
Gulf Coast State College	PD5	Included in group price	Included in group price						
Hillsborough Community College	FYF	Included in group price	Included in group price	\$1,224.36					
Indian River State College	FIC	Included in group price	Included in group price	\$1,193.90					
Lake-Sumter State College	FSF	Included in group price	Included in group price	\$789.83					
Miami Dade College	FYM	Included in group price	Included in group price	\$4,619.68					
New College of Florida	FHC	Included in group price	Included in group price	\$4,649.04				\$606.18	
North Florida College	FNJ	Included in group price	Included in group price						
Northwest Florida State College	FB3	Included in group price	Included in group price	\$681.33				\$1,382.93	
Palm Beach State College	EFM	Included in group price	Included in group price	\$2,529.00					
Pasco-Hernando State College	FYK	Included in group price	Included in group price	\$675.75					
Pensacola State College	FPJ	Included in group price	Included in group price	\$2,173.84				\$2,076.61	
Polk State College	FYO	Included in group price	Included in group price	\$1,384.05				\$2,076.22	
Ringling Museum of Art Library - Florida State University	FSJ	Included in group price	Included in group price	\$2,260.64					
Santa Fe College	WL5	Included in group price	Included in group price	\$1,892.64				\$3,344.81	
Seminole State College of Florida	FSS	Included in group price	Included in group price	\$1,683.27					
South Florida State College	S3F	Included in group price	Included in group price	\$1,048.76					
St. Johns River State College	WL7	Included in group price	Included in group price	\$526.58					
St. Petersburg College	FPB	Included in group price	Included in group price	\$556.96					
State College of Florida, Manatee-Sarasota	FMU	Included in group price	Included in group price	\$669.12				\$749.52	
Tallahassee Community College	ST5	Included in group price	Included in group price	\$526.58				\$2,076.61	
University of Central Florida	FTU	Included in group price	Included in group price	\$32,906.44					
University of Central Florida College of Medicine	FLUCF	Included in group price	Included in group price	\$94.03					
University of Florida	FUG	Included in group price	Included in group price	\$63,261.60		\$13,055.32	\$11,770.01	\$14,038.70	
University of Florida Health Science Center	FUJ	Included in group price	Included in group price	\$70.14					
University of Florida Law Library	FUB	Included in group price	Included in group price	\$159.30				\$606.19	
University of North Florida	FNP	Included in group price	Included in group price	Incl in Tipasa	\$30,917.71				\$5,198.41
University of South Florida	FHM	Included in group price	Included in group price	\$32,614.67				\$12,596.91	
University of South Florida Health Science Center	FHJ	Included in group price	Included in group price	\$813.49					
University of South Florida St. Petersburg	FHS	Included in group price	Included in group price	\$5,359.54				\$749.52	
University of West Florida	FWA	Included in group price	Included in group price	\$12,321.58		\$7,826.35	\$4,837.81	\$3,344.81	
Valencia College	FVC	Included in group price	Included in group price	\$2,073.63					
Wolfsonian Museum Library - Florida International University	FLWWS	Included in group price	Included in group price						\$830.16

Option B: A la carte OCLC Pricing Proposal
 Includes the 5.2% Group Discount*
 Note - Blue highlighting below indicates new subscriptions for the library

Attachment A - List of Libraries	Symbol	Cataloging & Metadata*		Interlibrary Loan			Global Library Search		
		FY30 Cataloging	FY30 Cataloging Access	FY30 WorldShare IL	FY30 Tipasa	FY30 ILLiad Hosted	FY30 ILLiad License/Satellit	FY30 FirstSearch	FY30 WorldCat Visibility
Broward College	EDB	Included in group price	Included in group price	\$3,376.49					
Chipola College	FCB	Included in group price	Included in group price						
College of Central Florida	FO9	Included in group price	Included in group price	\$841.12				\$749.52	
College of the Florida Keys	FCX	Included in group price	Included in group price	\$647.71					
Daytona State College	FCD	Included in group price	Included in group price						
Eastern Florida State College	EBC	Included in group price	Included in group price	\$832.11					
Florida A&M University	FCM	Included in group price	Included in group price	\$870.93		\$4,893.78	\$3,124.95		
Florida A&M University College of Law	FAMLW	Included in group price	Included in group price	\$465.02					
Florida Atlantic University	FGM	Included in group price	Included in group price	\$23,204.18		\$9,417.57	\$8,403.56	\$8,416.71	
Florida Gateway College	WK6	Included in group price	Included in group price	\$526.58				\$749.50	
Florida Gulf Coast University	FGA	Included in group price	Included in group price					\$4,584.39	
Florida International University	FXG	Included in group price	Included in group price	\$62,284.44		\$13,055.31	\$10,086.83	\$13,290.37	
Florida International University Biscayne Bay Campus	FXN	Included in group price	Included in group price	\$8,523.17				\$749.52	
Florida International University College of Law	FIUCL	Included in group price	Included in group price	\$1,005.24				\$606.18	
Florida International University College of Medicine	FLFIU	Included in group price	Included in group price						
Florida Polytechnic University	FLFPU	Included in group price	Included in group price	\$2,110.89				\$2,023.53	
Florida Southwestern State College	FHF	Included in group price	Included in group price	\$2,091.12					
Florida State College at Jacksonville	FJD	Included in group price	Included in group price	\$2,639.78					
Florida State University	FDA	Included in group price	Included in group price	\$28,614.47		\$8,456.07	\$8,060.92	\$13,290.35	
Florida State University College of Law	FSL	Included in group price	Included in group price	\$1,951.68					
Florida State University College of Medicine	FFQ	Included in group price	Included in group price	\$280.16					
Florida State University Music Library	FMZ	Included in group price	Included in group price	\$703.42				\$606.18	
Florida Virtual Campus (FLVC)	FCF	\$858,854.14	\$219,779.59						
Gulf Coast State College	PD5	Included in group price	Included in group price						
Hillsborough Community College	FVF	Included in group price	Included in group price	\$1,224.36					
Indian River State College	FIC	Included in group price	Included in group price	\$1,193.90					
Lake-Sumter State College	FSF	Included in group price	Included in group price	\$789.83					
Miami Dade College	FYM	Included in group price	Included in group price	\$4,619.68					
New College of Florida	FHC	Included in group price	Included in group price	\$4,649.04				\$606.18	
North Florida College	FNJ	Included in group price	Included in group price						
Northwest Florida State College	FB3	Included in group price	Included in group price	\$681.33				\$1,382.93	
Palm Beach State College	EFM	Included in group price	Included in group price	\$2,529.00					
Pasco-Hernando State College	FYK	Included in group price	Included in group price	\$675.75					
Pensacola State College	FPJ	Included in group price	Included in group price	\$2,173.84				\$2,076.61	
Polk State College	FYO	Included in group price	Included in group price	\$1,384.05				\$2,076.22	
Ringling Museum of Art Library - Florida State University	FSJ	Included in group price	Included in group price	\$2,260.64					
Santa Fe College	WL5	Included in group price	Included in group price	\$1,892.64				\$3,344.81	
Seminole State College of Florida	FSS	Included in group price	Included in group price	\$1,683.27					
South Florida State College	S3F	Included in group price	Included in group price	\$1,048.76					
St. Johns River State College	WL7	Included in group price	Included in group price	\$526.58					
St. Petersburg College	FPB	Included in group price	Included in group price	\$556.96					
State College of Florida, Manatee-Sarasota	FMU	Included in group price	Included in group price	\$669.12				\$749.52	
Tallahassee Community College	ST5	Included in group price	Included in group price	\$526.58				\$2,076.61	
University of Central Florida	FTU	Included in group price	Included in group price	\$32,906.44					
University of Central Florida College of Medicine	FLUCF	Included in group price	Included in group price	\$94.03					
University of Florida	FUG	Included in group price	Included in group price	\$63,261.60		\$13,055.32	\$11,770.01	\$14,038.70	
University of Florida Health Science Center	FUJ	Included in group price	Included in group price	\$70.14					
University of Florida Law Library	FUB	Included in group price	Included in group price	\$159.30				\$606.19	
University of North Florida	FNP	Included in group price	Included in group price	Incl in Tipasa	\$30,917.71				\$5,198.41
University of South Florida	FHM	Included in group price	Included in group price	\$32,614.67				\$12,596.91	
University of South Florida Health Science Center	FHJ	Included in group price	Included in group price	\$813.49					
University of South Florida St. Petersburg	FHS	Included in group price	Included in group price	\$5,359.54				\$749.52	
University of West Florida	FWA	Included in group price	Included in group price	\$12,321.58		\$7,826.35	\$4,837.81	\$3,344.81	
Valencia College	FVC	Included in group price	Included in group price	\$2,073.63					
Wolfsonian Museum Library - Florida International University	FLWWS	Included in group price	Included in group price						\$830.16

Option B: A la carte OCLC Pricing Proposal
 Includes the 5.2% Group Discount*
 Note - Blue highlighting below indicates new subscriptions for the library

Attachment A - List of Libraries	Symbol	Cataloging & Metadata*		Interlibrary Loan			Global Library Search		
		FY31 Cataloging	FY31 Cataloging Access	FY31 WorldShare IL	FY31 Tipasa	FY31 ILLiad Hosted	FY31 ILLiad License/Satellit	FY31 FirstSearch	FY31 WorldCat Visibility
Broward College	EDB	Included in group price	Included in group price	\$3,376.49					
Chipola College	FCB	Included in group price	Included in group price						
College of Central Florida	FO9	Included in group price	Included in group price	\$841.12				\$749.52	
College of the Florida Keys	FCX	Included in group price	Included in group price	\$647.71					
Daytona State College	FCD	Included in group price	Included in group price						
Eastern Florida State College	EBC	Included in group price	Included in group price	\$832.11					
Florida A&M University	FCM	Included in group price	Included in group price	\$870.93		\$4,893.78	\$3,124.95		
Florida A&M University College of Law	FAMLW	Included in group price	Included in group price	\$465.02					
Florida Atlantic University	FGM	Included in group price	Included in group price	\$23,204.18		\$9,417.57	\$8,403.56	\$8,416.71	
Florida Gateway College	WK6	Included in group price	Included in group price	\$526.58				\$749.50	
Florida Gulf Coast University	FGA	Included in group price	Included in group price					\$4,584.39	
Florida International University	FXG	Included in group price	Included in group price	\$62,284.44		\$13,055.31	\$10,086.83	\$13,290.37	
Florida International University Biscayne Bay Campus	FXN	Included in group price	Included in group price	\$8,523.17				\$749.52	
Florida International University College of Law	FIUCL	Included in group price	Included in group price	\$1,005.24				\$606.18	
Florida International University College of Medicine	FLFIU	Included in group price	Included in group price						
Florida Polytechnic University	FLFPU	Included in group price	Included in group price	\$2,110.89				\$2,023.53	
Florida Southwestern State College	FHF	Included in group price	Included in group price	\$2,091.12					
Florida State College at Jacksonville	FJD	Included in group price	Included in group price	\$2,639.78					
Florida State University	FDA	Included in group price	Included in group price	\$28,614.47		\$8,456.07	\$8,060.92	\$13,290.35	
Florida State University College of Law	FSL	Included in group price	Included in group price	\$1,951.68					
Florida State University College of Medicine	FFQ	Included in group price	Included in group price	\$280.16					
Florida State University Music Library	FMZ	Included in group price	Included in group price	\$703.42				\$606.18	
Florida Virtual Campus (FLVC)	FCF	\$888,914.03	\$227,471.88						
Gulf Coast State College	PD5	Included in group price	Included in group price						
Hillsborough Community College	FYF	Included in group price	Included in group price	\$1,224.36					
Indian River State College	FIC	Included in group price	Included in group price	\$1,193.90					
Lake-Sumter State College	FSF	Included in group price	Included in group price	\$789.83					
Miami Dade College	FYM	Included in group price	Included in group price	\$4,619.68					
New College of Florida	FHC	Included in group price	Included in group price	\$4,649.04				\$606.18	
North Florida College	FNJ	Included in group price	Included in group price						
Northwest Florida State College	FB3	Included in group price	Included in group price	\$681.33				\$1,382.93	
Palm Beach State College	EFM	Included in group price	Included in group price	\$2,529.00					
Pasco-Hernando State College	FYK	Included in group price	Included in group price	\$675.75					
Pensacola State College	FPJ	Included in group price	Included in group price	\$2,173.84				\$2,076.61	
Polk State College	FYO	Included in group price	Included in group price	\$1,384.05				\$2,076.22	
Ringling Museum of Art Library - Florida State University	FSJ	Included in group price	Included in group price	\$2,260.64					
Santa Fe College	WL5	Included in group price	Included in group price	\$1,892.64				\$3,344.81	
Seminole State College of Florida	FSS	Included in group price	Included in group price	\$1,683.27					
South Florida State College	S3F	Included in group price	Included in group price	\$1,048.76					
St. Johns River State College	WL7	Included in group price	Included in group price	\$526.58					
St. Petersburg College	FPB	Included in group price	Included in group price	\$556.96					
State College of Florida, Manatee-Sarasota	FMU	Included in group price	Included in group price	\$669.12				\$749.52	
Tallahassee Community College	ST5	Included in group price	Included in group price	\$526.58				\$2,076.61	
University of Central Florida	FTU	Included in group price	Included in group price	\$32,906.44					
University of Central Florida College of Medicine	FLUCF	Included in group price	Included in group price	\$94.03					
University of Florida	FUG	Included in group price	Included in group price	\$63,261.60		\$13,055.32	\$11,770.01	\$14,038.70	
University of Florida Health Science Center	FUJ	Included in group price	Included in group price	\$70.14					
University of Florida Law Library	FUB	Included in group price	Included in group price	\$159.30				\$606.19	
University of North Florida	FNP	Included in group price	Included in group price	Incl in Tipasa	\$30,917.71				\$5,198.41
University of South Florida	FHM	Included in group price	Included in group price	\$32,614.67				\$12,596.91	
University of South Florida Health Science Center	FHJ	Included in group price	Included in group price	\$813.49					
University of South Florida St. Petersburg	FHS	Included in group price	Included in group price	\$5,359.54				\$749.52	
University of West Florida	FWA	Included in group price	Included in group price	\$12,321.58		\$7,826.35	\$4,837.81	\$3,344.81	
Valencia College	FVC	Included in group price	Included in group price	\$2,073.63					
Wolfsonian Museum Library - Florida International University	FLWWS	Included in group price	Included in group price						\$830.16

Option B: A la carte OCLC Pricing Proposal
 Includes the 5.2% Group Discount*
 Note - Blue highlighting below indicates new subscriptions for the library

Attachment A - List of Libraries	Symbol	Cataloging & Metadata*		Interlibrary Loan			Global Library Search		
		FY32 Cataloging	FY32 Cataloging Access	FY32 WorldShare IL	FY32 Tipasa	FY32 ILLiad Hosted	FY32 ILLiad License/Satellit	FY32 FirstSearch	FY32 WorldCat Visibility
Broward College	EDB	Included in group price	Included in group price	\$3,376.49					
Chipola College	FCB	Included in group price	Included in group price						
College of Central Florida	FO9	Included in group price	Included in group price	\$841.12				\$749.52	
College of the Florida Keys	FCX	Included in group price	Included in group price	\$647.71					
Daytona State College	FCD	Included in group price	Included in group price						
Eastern Florida State College	EBC	Included in group price	Included in group price	\$832.11					
Florida A&M University	FCM	Included in group price	Included in group price	\$870.93		\$4,893.78	\$3,124.95		
Florida A&M University College of Law	FAMLW	Included in group price	Included in group price	\$465.02					
Florida Atlantic University	FGM	Included in group price	Included in group price	\$23,204.18		\$9,417.57	\$8,403.56	\$8,416.71	
Florida Gateway College	WK6	Included in group price	Included in group price	\$526.58				\$749.50	
Florida Gulf Coast University	FGA	Included in group price	Included in group price					\$4,584.39	
Florida International University	FXG	Included in group price	Included in group price	\$62,284.44		\$13,055.31	\$10,086.83	\$13,290.37	
Florida International University Biscayne Bay Campus	FXN	Included in group price	Included in group price	\$8,523.17				\$749.52	
Florida International University College of Law	FIUCL	Included in group price	Included in group price	\$1,005.24				\$606.18	
Florida International University College of Medicine	FLFIU	Included in group price	Included in group price						
Florida Polytechnic University	FLFPU	Included in group price	Included in group price	\$2,110.89				\$2,023.53	
Florida Southwestern State College	FHF	Included in group price	Included in group price	\$2,091.12					
Florida State College at Jacksonville	FJD	Included in group price	Included in group price	\$2,639.78					
Florida State University	FDA	Included in group price	Included in group price	\$28,614.47		\$8,456.07	\$8,060.92	\$13,290.35	
Florida State University College of Law	FSL	Included in group price	Included in group price	\$1,951.68					
Florida State University College of Medicine	FFQ	Included in group price	Included in group price	\$280.16					
Florida State University Music Library	FMZ	Included in group price	Included in group price	\$703.42				\$606.18	
Florida Virtual Campus (FLVC)	FCF	\$920,026.02	\$235,433.40						
Gulf Coast State College	PD5	Included in group price	Included in group price						
Hillsborough Community College	FVF	Included in group price	Included in group price	\$1,224.36					
Indian River State College	FIC	Included in group price	Included in group price	\$1,193.90					
Lake-Sumter State College	FSF	Included in group price	Included in group price	\$789.83					
Miami Dade College	FYM	Included in group price	Included in group price	\$4,619.68					
New College of Florida	FHC	Included in group price	Included in group price	\$4,649.04				\$606.18	
North Florida College	FNJ	Included in group price	Included in group price						
Northwest Florida State College	FB3	Included in group price	Included in group price	\$681.33				\$1,382.93	
Palm Beach State College	EFM	Included in group price	Included in group price	\$2,529.00					
Pasco-Hernando State College	FYK	Included in group price	Included in group price	\$675.75					
Pensacola State College	FPJ	Included in group price	Included in group price	\$2,173.84				\$2,076.61	
Polk State College	FYO	Included in group price	Included in group price	\$1,384.05				\$2,076.22	
Ringling Museum of Art Library - Florida State University	FSJ	Included in group price	Included in group price	\$2,260.64					
Santa Fe College	WL5	Included in group price	Included in group price	\$1,892.64				\$3,344.81	
Seminole State College of Florida	FSS	Included in group price	Included in group price	\$1,683.27					
South Florida State College	S3F	Included in group price	Included in group price	\$1,048.76					
St. Johns River State College	WL7	Included in group price	Included in group price	\$526.58					
St. Petersburg College	FPB	Included in group price	Included in group price	\$556.96					
State College of Florida, Manatee-Sarasota	FMU	Included in group price	Included in group price	\$669.12				\$749.52	
Tallahassee Community College	ST5	Included in group price	Included in group price	\$526.58				\$2,076.61	
University of Central Florida	FTU	Included in group price	Included in group price	\$32,906.44					
University of Central Florida College of Medicine	FLUCF	Included in group price	Included in group price	\$94.03					
University of Florida	FUG	Included in group price	Included in group price	\$63,261.60		\$13,055.32	\$11,770.01	\$14,038.70	
University of Florida Health Science Center	FUJ	Included in group price	Included in group price	\$70.14					
University of Florida Law Library	FUB	Included in group price	Included in group price	\$159.30				\$606.19	
University of North Florida	FNP	Included in group price	Included in group price	Incl in Tipasa	\$30,917.71				\$5,198.41
University of South Florida	FHM	Included in group price	Included in group price	\$32,614.67				\$12,596.91	
University of South Florida Health Science Center	FHJ	Included in group price	Included in group price	\$813.49					
University of South Florida St. Petersburg	FHS	Included in group price	Included in group price	\$5,359.54				\$749.52	
University of West Florida	FWA	Included in group price	Included in group price	\$12,321.58		\$7,826.35	\$4,837.81	\$3,344.81	
Valencia College	FVC	Included in group price	Included in group price	\$2,073.63					
Wolfsonian Museum Library - Florida International University	FLWWS	Included in group price	Included in group price						\$830.16

Option B: A la carte OCLC Pricing Proposal
 Includes the 5.2% Group Discount*
 Note - Blue highlighting below indicates new subscriptions for the library

Attachment A - List of Libraries	Symbol	Cataloging & Metadata*		Interlibrary Loan			Global Library Search	
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Broward College	EDB	Included in group price	Included in group price	\$3,376.49				
Chipola College	FCB	Included in group price	Included in group price					
College of Central Florida	FO9	Included in group price	Included in group price	\$841.12				\$749.52
College of the Florida Keys	FCX	Included in group price	Included in group price	\$647.71				
Daytona State College	FCD	Included in group price	Included in group price					
Eastern Florida State College	EBC	Included in group price	Included in group price	\$832.11				
Florida A&M University	FCM	Included in group price	Included in group price	\$870.93		\$4,893.78	\$3,124.95	
Florida A&M University College of Law	FAMLW	Included in group price	Included in group price	\$465.02				
Florida Atlantic University	FGM	Included in group price	Included in group price	\$23,204.18		\$9,417.57	\$8,403.56	\$8,416.71
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Florida Gulf Coast University	FGA	Included in group price	Included in group price					\$4,584.39
Florida International University	FXG	Included in group price	Included in group price	\$62,284.44		\$13,055.31	\$10,086.83	\$13,290.37
Florida International University Biscayne Bay Campus	FXN	Included in group price	Included in group price	\$8,523.17				\$749.52
Florida International University College of Law	FIUCL	Included in group price	Included in group price	\$1,005.24				\$606.18
Florida International University College of Medicine	FLFIU	Included in group price	Included in group price					
Florida Polytechnic University	FLFPU	Included in group price	Included in group price	\$2,110.89				\$2,023.53
Florida Southwestern State College	FHF	Included in group price	Included in group price	\$2,091.12				
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Florida State University	FDA	Included in group price	Included in group price	\$28,614.47		\$8,456.07	\$8,060.92	\$13,290.35
Florida State University College of Law	FSL	Included in group price	Included in group price	\$1,951.68				
Florida State University College of Medicine	FFQ	Included in group price	Included in group price	\$280.16				
Florida State University Music Library	FMZ	Included in group price	Included in group price	\$703.42				\$606.18
Florida Virtual Campus (FLVC)	FCF	\$952,226.93	\$243,673.57					
Gulf Coast State College	PD5	Included in group price	Included in group price					
Hillsborough Community College	FYF	Included in group price	Included in group price	\$1,224.36				
Indian River State College	FLC	Included in group price	Included in group price	\$1,193.90				
Lake-Sumter State College	FSF	Included in group price	Included in group price	\$789.83				
Miami Dade College	FYM	Included in group price	Included in group price	\$4,619.68				
New College of Florida	FHC	Included in group price	Included in group price	\$4,649.04				\$606.18
North Florida College	FNJ	Included in group price	Included in group price					
Northwest Florida State College	FB3	Included in group price	Included in group price	\$681.33				\$1,382.93
Palm Beach State College	EFM	Included in group price	Included in group price	\$2,529.00				
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Pensacola State College	FPJ	Included in group price	Included in group price	\$2,173.84				\$2,076.61
Polk State College	FYO	Included in group price	Included in group price	\$1,384.05				\$2,076.22
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Seminole State College of Florida	FSS	Included in group price	Included in group price	\$1,683.27				
South Florida State College	S3F	Included in group price	Included in group price	\$1,048.76				
St. Johns River State College	WL7	Included in group price	Included in group price	\$526.58				
St. Petersburg College	FPB	Included in group price	Included in group price	\$556.96				
State College of Florida, Manatee-Sarasota	FMU	Included in group price	Included in group price	\$669.12				\$749.52
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University of South Florida	FHM	Included in group price	Included in group price	\$32,614.67				\$12,596.91
University of South Florida Health Science Center	FHJ	Included in group price	Included in group price	\$813.49				
University of South Florida St. Petersburg	FHS	Included in group price	Included in group price	\$5,359.54				\$749.52
University of West Florida	FWA	Included in group price	Included in group price	\$12,321.58		\$7,826.35	\$4,837.81	\$3,344.81
Valencia College	FVC	Included in group price	Included in group price	\$2,073.63				
Wolfsonian Museum Library - Florida International University	FLWWS	Included in group price	Included in group price					\$830.16

Notes below apply to all fiscal years listed above

Invoicing frequency for the subscription fees is annual.

As part of the ITN process, OCLC reviewed all existing FLVC Cataloging and ILL subscriptions. Ten libraries qualified for a subscription price reduction and the reduced subscriptions are included in the Existing FY24

FLVC qualifies for a 5.2% group discount and is included in the pricing above as the total FLVC purchases are greater than \$1.25 million. If these amounts adjust down to lower than \$1.25M, but remain greater than \$1.0M then the discount will decrease to 2.5%

For the 5-year contract term (FY25 - FY29) and the 4 options years (FY30-FY33), annual price increases will be the following: Cataloging and Cataloging Access will have annual price increases of 3.5%. WorldShare ILL, FirstSearch, WorldCat Visibility, Tipasa and ILLiad will be held flat with 0% price increase each year.

Cataloging & Metadata*

With this proposal, FLVC will have a comprehensive Cataloging subscription that enables subscription access to all FLVC libraries, provided by OCLC as one single price. This group price was developed based on the FY24 current OCLC Cataloging spend by FLVC libraries, plus a 3.5% annual price increase, minus a 5.2% discount assuming FLVC total spend reaches \$1.25 million. Each library has their own choice on the interface they so wish to utilize. OCLC is offering this pricing approach, because FLVC libraries are planning to load records into the shared Alma Network Zone. If the libraries planned to only use the Institution Zone, then individual pricing will be available.

Resource Sharing

University of Florida (existing subscriptions) has ILLiad Satellite pricing included in the ILLiad License/Satellite pricing column for all nine years.

FY25 ILLiad Subscription Pro-rations

FY25 ILLiad Hosted Subscription pricing above has been pro-rated to sync to July 1, 2025 (FY26) renewal for the following libraries:

Florida A&M University - FY25 Pricing represents 1/1/2025-6/30/2025

Florida State University - FY25 Pricing represents 5/1/2025-6/30/2025

University of West Florida - FY25 Pricing represents 5/1/2025-6/30/2025

FY25 ILLiad License Subscription pricing above has been pro-rated to sync to July 1, 2025 (FY26) renewal for the following libraries:

Florida A&M University - FY25 Pricing represents 1/1/2025-6/30/2025

Florida International University - FY25 Pricing represents 8/1/2024-6/30/2025

Florida State University - FY25 Pricing represents 5/1/2025-6/30/2025

University of West Florida - FY25 Pricing represents 5/1/2025-6/30/2025

Guidelines for Contributions to WorldCat

These Guidelines are designed to assist OCLC member institutions in interpreting the Global Council document titled, "[WorldCat Principles of Cooperation](#)" and in using the document "[WorldCat Rights and Responsibilities for the OCLC Cooperative](#)." They were endorsed by Global Council at its June 2011 meeting.

1. "Member libraries make a commitment to contribute to OCLC all current metadata and holdings information, which represents items in their collections."

Many libraries question what this means to them. Most do not hesitate to add metadata and holdings for their physical collections held in their buildings, but question whether metadata for other types of materials, including e--resources, ought to be included. Below are some examples to help in deciding when to add or not to add metadata and holdings information to WorldCat.

Member libraries are encouraged to add the following to WorldCat:

- **Physical collections**

If the materials are part of your permanent collection, and appear in your catalog, the metadata and holdings should appear in WorldCat. The item does not have to be classified in order to qualify for inclusion in WorldCat;; many libraries only assign accession numbers to some kinds of materials but still catalog them and consider them part of their permanent collection.

- **E--Resources**

Metadata and holdings for e--books, e--journals and other electronic resources (such as Web sites) should be included in WorldCat. The availability of metadata and holdings can facilitate linking users with content through services such as the WorldCat knowledge base. Such inclusion does not necessarily indicate the ability to loan these materials or use them to fill interlibrary loan requests, as many license agreements do not allow such use.

- **Special collections or local historical materials**

Often special collections or local materials are not included in WorldCat because it is felt that there is no interest in them on an international level. The inclusion, however, of these materials, which are increasingly represented by digital surrogates, can be one of the richest contributions made to WorldCat. For example, use of the WorldCat Digital Collection Gateway can facilitate the contribution and maintenance of metadata for these digital objects, as well as materials held in institutional repositories.

- **Materials that a library does not wish to lend**

Inclusion of metadata and holdings in WorldCat does not obligate any library to lend materials. It merely acknowledges that it owns a copy of the material. Many patrons using WorldCat will be interested in learning that materials are held by a nearby library, to which they can travel in order to use the material. Scholarship is advanced by the inclusion of rare materials in WorldCat, even if the holding library has no intention of lending it. Scholars are

usually willing to travel considerable distances for the privilege of examining rare materials on site.

Member libraries are not required to add the following to WorldCat:

- **Reserve materials**
Academic libraries have the common practice of temporarily cataloging items not part of their collection in order to place them on reserve for a class. Usually these are personal copies of books or videos owned by the professor requesting that they be placed on reserve. Such items, because they are temporary in nature, are not required to be included in WorldCat.
- **Proprietary materials**
Corporate libraries may not want to show acquisition or ownership of specific materials because their presence would point to classified current interests or development of new competitive products.
- **U.S. federal government documents**
After discussion by Users Council in 1995, U.S. federal government documents, even if cataloged and classified, were identified as a legitimate exception to the requirement of adding to WorldCat the holdings of all current, Roman alphabet cataloging. Member institutions are encouraged to include them in their contributions to WorldCat to improve discoverability and cooperative collection management of these resources.
- **Rental collections**
Member libraries may not invest in the cataloging of rental or leased collections (e.g. McNaughton) because of the temporary status of these collections in their local catalog. Therefore, not contributing holdings to WorldCat is an acceptable exclusion.

While adding metadata and holdings for these materials is not a requirement, member institutions are encouraged to include them in WorldCat, if circumstances and resources permit, in order to reflect the institution's full holdings. Effective use of some OCLC services and products may require their inclusion.

2. "Members make a commitment to create bibliographic records and related data consistent with established guidelines maintained by OCLC and its advisory groups for entering information in WorldCat records."

WorldCat has become the international online catalog that helps OCLC members share resources, reduce costs, and increase their visibility and impact in the communities they serve. WorldCat records must serve a variety of purposes ranging from selection to discovery and a variety of audiences ranging from expert searchers and library staff to general users of the web. OCLC recognizes that not all member libraries follow the same cataloging standards and policies. Online cataloging users following Anglo--American cataloging standards should follow *Bibliographic Formats and Standards*, 4th edition, as a guide to the creation and maintenance of records. Member institutions that use other cataloging standards should identify the cataloging rules, terminologies, classification schemes and language of cataloging in the records they contribute to WorldCat. These member institutions should also be familiar with the general information about WorldCat found in *Bibliographic Formats and Standards*, 4th edition, Chapters 1 through 5. [Minimal-level and Abbreviated-level cataloging](#), and other less than full cataloging guidelines, are accepted standards and are options for briefer records.

Adopted by the OCLC Global Council on June 16, 2011.



WorldCat Rights and Responsibilities for the OCLC Cooperative

Date of Last Revision: 2 June 2010

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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](#).

The policy is intended for the [OCLC cooperative](#), which refers collectively to [OCLC 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](#).

The purpose of the policy is to define the rights and responsibilities associated with the stewardship of the [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](#) 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](#) 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](#) 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](#)" 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](#) 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](#), OCLC's [public purpose](#), and this policy's intent.
4. Transfer or make available WorldCat data representing their own holdings to [agents](#) 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](#) 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](#) 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](#) 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](#)

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

WorldCat Principles of Cooperation

WorldCat has become the international online catalog that helps OCLC members share resources, reduce costs, and increase their visibility and impact in the communities they serve. OCLC's ongoing development of the WorldCat platform has capitalized on and added value to this core shared resource of metadata and holdings information. WorldCat and related files and the OCLC systems, and services based upon them, are vitally important to the operations and services of many libraries, museums, and archives.

WorldCat's relevance depends upon four factors:

- Its scope, the extent to which it accurately reflects the full holdings of libraries, museums and archives
- Its timeliness
- The usefulness of WorldCat records for end users and participating institutions
- The functionality and flexibility of OCLC systems and software which support access to and use of records and services

Recognizing the importance of these factors, member institutions, partner organizations and OCLC work together to build and maintain WorldCat and to promote the responsible use of WorldCat and OCLC systems and services.

Members make a commitment to:

- Contribute to OCLC all current metadata and holdings information, which represents items in their collections
- Create bibliographic records and related data consistent with established guidelines maintained by OCLC and its advisory groups for entering information in WorldCat records
- Support prompt contribution of bibliographic records and related data to promote shared use of records and library resources
- Cooperate with OCLC, regional networks and other partners, and participating libraries to identify and correct errors in contributed information and to avoid introducing duplicate records
- Use WorldCat records in accordance with "[WorldCat Rights and Responsibilities for the OCLC Cooperative.](#)"

To enable members to meet these expectations, OCLC makes a commitment to:

- Encourage participation in OCLC
- Strengthen WorldCat by promoting the full and timely contribution of records by member libraries

- Facilitate communication between member libraries and OCLC to promote effective planning and rapid resolution of issues of mutual concern
- Provide high quality, cost-effective training, consultation, and support to encourage the efficient use of OCLC records, systems and services and the timely adoption of OCLC system enhancements

To enable libraries to meet these expectations of membership, OCLC makes a commitment to:

- Facilitate the participation of libraries, archives and museums as authorized users of OCLC systems and services
- Respond to changes in technology and in the goals, organization, and cooperative agreements of members consistent with OCLC's public purposes
- Provide cost-effective methods which enable libraries, museums and archives promptly and efficiently to contribute information to WorldCat and related databases and to report changes or corrections to OCLC
- Facilitate ease-of-use and cost-effective access to OCLC systems and services to benefit all members and their users
- Disseminate clear and timely documentation of the standards and guidelines for contributing to WorldCat and related files

Member institutions, partner organizations, and OCLC share a commitment to:

- Ensure the continuing viability of WorldCat and related services to libraries, museums, archives and the information community
- Promote effective education and training in uses of OCLC systems and services
- Disseminate this statement and related information to current and potential OCLC members and partner organizations
- Identify and correct errors in contributed information and to avoid introducing duplicate records

As amended and approved by Global Council, 21 June 2010.

Effective 1 January 2022, subscriptions to the following products and services qualify an institution for OCLC membership.

Cataloging services

- OCLC Cataloging & Metadata Subscription
- CatExpress
- GGC shared automated cataloging system
- Holdings Registration
- Syndeo
- WebDewey

Resource sharing services

- WorldShare Interlibrary Loan
- Relais ILL
- Relais D2D
- Tipasa
- UnityUK resource sharing service

Reference and discovery services

- FirstSearch/WorldCat Discovery
- PiCarta reference and discovery service
- TouchPoint discovery service
- WorldCat Discovery Premium

OCLC library management services

- Amlib library management system
- BIBLIOTHECAplus library management system
- LBS library management system
- OLIB library management system
- SISIS-SunRise library management system
- Wise
- WorldShare Management Services, including:
 - WorldShare License Manager
 - WorldShare Report Designer

EZproxy

CONTENTdm

CapiraMobile

CapiraReady

Research Library Partners

WebJunction

WorldShare Collection Evaluation service