

SCHEDULE 22 OCLC Meridian

Section 1 Description

OCLC Meridian, a WorldCat Entities linked data management tool, and a suite of APIs that enable entity creation when and where needed, lowering the barrier to authority creation and curation.

Section 2 Definitions

- 2.1 “Content” means text, images and/or other content Institution (by linking or otherwise) includes in its profile (if any) or otherwise contributes to OCLC Meridian.
- 2.2 "Data" means the linked data and other information made available by OCLC or its suppliers through OCLC Meridian.
- 2.3 “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>
- 2.4 "OCLC Meridian" means the Data and other services made available by OCLC through OCLC Meridian.
- 2.5 “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>.
- 2.6 “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>
- 2.7 “WorldCat Data” is defined as set forth in the Policy. For purposes of this OCLC Meridian Schedule, WorldCat Data shall also include Data.

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

SECTION 3 Terms of Use

- 3.1 **Acceptable Use.** Institution may use OCLC Meridian and the Meridian APIs to search and access and/or create and curate Data for Institution’s local workflows such as discovery services or cataloging.
- 3.2 **Prohibited Use**
 - A. Data.
 - i. The following activities are prohibited, and Institution agree not to engage in (or permit) such activities:
 1. use of Data for commercial use, in any manner not expressly authorized by these Terms or in any unlawful manner;
 2. use any robot, spider, site search/retrieval application, or other automated device to scrape, retrieve or index any portion of Data from the OCLC Meridian service or website;
 3. distribution, display or disclosure of Data in a way that compromises the OCLC Meridian service; and
 4. create permanent or long-term storage of Data (including, but not limited to, creation of or repackaging in a database containing material amounts of Data). Notwithstanding the limitations in this Section 3.2 (A)(i)(4), Institution may store Data as required by Institution’s local internal workflows.
 - B. Content.
 - i. If OCLC grants Institution the ability to establish a user profile in Meridian or otherwise contribute text, images and/or other content, the following requirements apply to the Content:
 1. Institution is responsible for complying with the requirements of all applicable copyright laws and other laws applicable to Content, as well as all liability and damages arising from Institution’s failure to do so;
 2. Institution may not use or contribute Content that is illegal, inaccurate, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable or which consists of or contains software viruses, political

campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam"; and

3. Institution may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of Content.

3.3 Additional Terms for Content

- A. OCLC reserves the right (but does not have the obligation) to remove, without liability, Content determined by OCLC in its sole discretion:
- B. to violate the above requirements; or
- C. necessary for OCLC to remove to comply with applicable law, including data privacy law.
- D. OCLC does not regularly or systematically review Content.
- E. OCLC takes no responsibility and assumes no liability for or in connection with any Content. Institution hereby grant to OCLC (including its subsidiaries and affiliates) a perpetual, irrevocable, nonexclusive, transferable, assignable, worldwide, fully paid up, royalty-free, license to: (i) make, use, copy, reproduce, modify and exploit Content; (ii) create, use, copy, reproduce, modify and exploit derivative works of Content; (iii) publicly perform or display, import, broadcast, transmit, disclose, distribute (directly or through a third-party), license, offer to sell, and sell, rent, lease or lend Content (and any derivative works thereof); and (iv) sublicense or assign to third parties any or all of the foregoing rights, including the right to sublicense or assign to further third parties.
- F. Institution also perpetually, irrevocably and free of charge grant other users of OCLC Meridian all rights in and to Content (and derivative works thereof) necessary for use in accordance with these Terms. Institution represent and warrant to OCLC (and its subsidiaries and affiliates) that Institution have all rights in Content necessary to grant the foregoing rights and that use of Content in accordance therewith will not infringe upon or otherwise violate the rights of any party. Institution will immediately notify OCLC of any circumstances which may indicate a breach of the foregoing representations and warranties. Subject to the foregoing license grants, Institution and/or Institution's suppliers retain ownership of all rights, title and interest in and to Content.
- G. If OCLC deems Institution's use/access of the OCLC Meridian website is excessive and/or degrades the OCLC Meridian service, OCLC may, in its sole discretion, block/revoke Institution's access.
- H. OCLC may, in its sole discretion, take measures to suspend Institution's access to OCLC Meridian immediately upon Institution's material breach. Egregious or habitual breaches of these Terms may result in permanent suspension of Institution's access to OCLC Meridian.
- I. OCLC's collection and use of any personal information submitted via the OCLC Meridian website (if any) is governed by OCLC's Privacy Statement.
- J. OCLC may remove or purge data stored with OCLC Meridian at any time without notice or liability.

SECTION 4 Responsibilities of Institution

- 4.1 Institution shall create bibliographic records and related data for entering information into WorldCat consistent with the Guidelines maintained by OCLC and its advisory groups.
- 4.2 Institution using the Systems for cataloging agrees to abide by the Principles and the Guidelines.
- 4.3 Institution agrees that the use and transfer by the Institution of WorldCat Data is subject to the Policy.
- 4.4 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.