

SCHEDULE 2.A

Group Catalog

Section 1	Description	第一節 說明
	Group Catalog is a subset of WorldCat that provides access to bibliographic, holdings and other information for the collections of the libraries and/or information agencies specified by the Group as such information is set in WorldCat.	Group Catalog 是 WorldCat 的子集，可以取得書目、館藏和其他資訊之使用，以獲取群組指定的圖書館和/或資訊機構的館藏，且此類資訊是在 WorldCat 中設置。
Section 2	Definitions	第二節 定義
2.1	“Authorized User” means End-Users of a Group Member library accessing WorldCat Discovery while in the library or by remote access, provided that access for certain WorldCat Discovery functionality requires the Authorized User to be authenticated using a current, authorized library card or other library-controlled or third party-controlled authorization before accessing such WorldCat Discovery functionality.	2.1 “授權用戶” 是指在圖書館內或通過遠端使用 WorldCat Discovery 的群組成員圖書館的 End-Users ，但在訪問某些 WorldCat Discovery 功能時，授權用戶需要使用當前授權的圖書館卡或其他圖書館控制的或第三方控制的授權進行認證，然後才能使用此類 WorldCat Discovery 功能。
2.2	“Discovery Terms” means the WorldCat Discovery Services Schedule and the OCLC Master Services Agreement (“MSA”).	2.2 “發現條款” 是指 WorldCat 發現服務時程表和 OCLC 主要服務協議 (“MSA”)。
2.3	“End-User” means: (i) an employee of Group Member; and (ii) an end-user to whom Group Member makes its library services available, including on the open Web.	2.3 “End-User” 是指：(i) 群組成員的僱傭人員；以及 (ii) 群組成員向其提供圖書館服務的最終用戶，包括在開放網路上者。
2.4	“Group” means the consortium of libraries and/or information agencies (i.e., historical societies, archives, museums or similar organizations) who are identified on the Order Form and who have agreed to the MSA.	2.4 “群組” 是指在訂購單上確定並已簽署同意 MSA 的圖書館和/或資訊機構 (即歷史學會、資料庫、博物館或類似組織) 的聯合體。
2.5	“Group Catalog” means a subset of WorldCat that provides access to bibliographic, holdings and other information for the collections of the libraries and/or information agencies specified by the Group as such information is set in WorldCat.	2.5 Group Catalog 是 WorldCat 的子集，可以取得書目、館藏和其他資訊之使用，以獲取群組指定的圖書館和/或資訊機構的館藏，且此類資訊是在 WorldCat 中設置。
2.6	“Group Member” means any library listed on the Order Form and bound by this Schedule, the MSA and Discovery Terms.	2.6 “群組成員” 是指訂購表上列出並受本附表、MSA 和發現條款約束的任何圖書館。
2.7	“Guest User” means any member of the public.	2.7 “訪客用戶” 是指任何公眾人士。
2.8	“WorldCat Discovery” means the OCLC WorldCat Discovery service as made available by OCLC.	2.8 “WorldCat Discovery” 是指 OCLC 提供之 OCLC WorldCat Discovery 服務。
2.9	“WorldCat.org” means the service through which records of library-owned materials in WorldCat are made available by OCLC through one or more designated websites (currently located at www.worldcat.org).	2.9 “WorldCat.org” 是指 OCLC 通過一個或多個指定網站 (目前位於 www.worldcat.org) 提供的 WorldCat 圖書館資料記錄的服務。
2.10	“WorldCat.org Terms” means the then-current OCLC WorldCat.org Services Terms and Conditions made available via a link on the WorldCat.org interface.	2.10 “WorldCat.org 條款” 是指透過 WorldCat.org 界面上的連結，提供的最新 OCLC WorldCat.org 服務條款和條件。
2.11	All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Service Agreement.	2.11 本文未定義的所有大寫術語應具有與框架協議中相同之涵義。

Section 3 Additional Terms and Conditions	第三節 新增的條款與條件
<p>3.1 In order to receive the Group Catalog, each Group Member must be a subscriber to WorldCat for unlimited access through WorldCat Discovery subject to the Discovery Terms. Except to the extent otherwise indicated in this Section 1, access to and use of the Group Catalog shall be governed by: (i) this Schedule and the Discovery Terms; and (ii) the WorldCat.org Terms when the Group Catalog is accessed through WorldCat.org.</p> <p>3.2 Upon acceptance of the Group’s order for the Group Catalog and receipt by OCLC of all information reasonably requested from the Group, OCLC will create the Group Catalog by a mutually agreed upon completion date.</p> <p>3.3 Access to other WorldCat Discovery databases (besides the Group Catalog) is permitted only by Authorized Users.</p> <p>3.4 In connection with the creation of the Group Catalog, OCLC will use commercially reasonable efforts to work with the Group to configure the Group Catalog in such a manner as to maximize the Group Catalog’s interoperability with the local systems of Group Members and any other digital content services licensed by Group Members. These configuration services may include: (i) creating profile groups used for searching the Group; (ii) branding of the interface to the Group Catalog; and/or (iii) setting up custom groups in WorldCat Discovery and the OCLC Interlibrary Loan service. The Group recognizes that due to variances between the various local systems of the Group Members and the other digital content services licensed by Group Members, the configuration services described herein may not result in the highest level of interoperability desired by the Group. As stated above, OCLC’s obligation with respect to configuration services is to exert its commercially reasonable efforts to achieve the results desired by the Group.</p> <p>3.5 To facilitate the above-referenced configuration services, the Group Members agree to cooperate with OCLC to a reasonable degree, including, but not limited to, providing relevant system documentation and other information as reasonably requested by OCLC. OCLC agrees to use commercially reasonable efforts, and the Group Members agree to take necessary precautionary steps, to ensure the integrity of the Group Members’ systems.</p> <p>3.6 OCLC will provide Group Administrator with a schedule setting forth dates on which the Group Catalog may be updated to reflect changes in Group membership and Group level settings (i.e., interface branding and custom groups). OCLC will work with Group Administrator to determine the dates from such schedule on which such updates will be made.</p>	<p>3.1 為了接收 Group Catalog，每個群組成員必須是 WorldCat 的訂戶，才能根據發現條款無限制地通過 WorldCat Discovery 進行訪問。除非在本第 1 節中另有說明，否則開啟和使用 Group Catalog 的行為應受以下方面約束：(i) 本附表和發現條款；(ii) 通過 WorldCat.org 訪問 Group Catalog 時的 WorldCat.org 條款。</p> <p>3.2 OCLC 接受了群組的 Group Catalog 訂單，並收到 OCLC 合理要求的所有資訊後，OCLC 將在共同商定的完成日期之前創建群組目錄。</p> <p>3.3 只有授權用戶才允許使用其他 WorldCat Discovery 數據庫 (Group Catalog 除外)。</p> <p>3.4 在創建 Group Catalog 過程中，OCLC 將盡商業上合理的努力與群組合作，對 Group Catalog 進行配置，以最大限度提高 Group Catalog 與群組成員的本地系統和群組成員許可的任何數字內容服務的互操作性。這些配置服務可能包括：(i) 創建用於搜尋本群組的文件組；(ii) 對 Group Catalog 的界面進行品牌宣傳；和/或 (iii) 在 WorldCat Discovery 和 OCLC 館際互借服務中設置自定義組。本群組茲此承認，由於本群組成員的各種本地系統與該群組成員許可的其他數字內容服務之間存在差異，本文所述的配置服務可能不會實現本群組期望的最高水平的互操作性。如上所述，OCLC 在配置服務方面的義務是盡其商業上合理的努力來實現群組所期望的結果。</p> <p>3.5 為促進上述配置服務，群組成員同意在合理程度上與 OCLC 合作，包括但不限於提供 OCLC 合理要求的相關系統文檔和其他資訊。OCLC 同意盡商業上的合理努力，並且群組成員同意採取必要的預防措施，以確保群組成員系統的完整性。</p> <p>3.6 OCLC 將為群組管理員提供時間表，其中列出了可以更新 Group Catalog 以反映群組成員資格和群組級別設置（即界面商標和自定義組）變化的日期。OCLC 將與群組管理員合作，從此類計劃中確定進行此類更新的日期。</p>

3.7 Information to be included in the Group Catalog which is not contained in WorldCat at the time of the Group's order may be submitted by Group Members for inclusion in WorldCat via batchloading. (Group Members who have not used OCLC for cataloging previously must be profiled by OCLC prior to batchloading.) The following terms shall apply to the batchloading described in this Section:

- a. OCLC shall load and process source data in conformance with specifications and other directions agreed upon in writing by both parties. Data files submitted for batchload shall be technically acceptable input products, with the stored records in a format acceptable to OCLC, and shall otherwise conform with any policies promulgated by OCLC from time to time for general application to OCLC users. All data submitted to OCLC for batchloading must conform to the specifications agreed to by OCLC and the Group. If such specifications are not met, OCLC may choose not to accept the data for processing. Local information in source data will be accepted by OCLC as provided. There will not be any validation at the local level before or during processing. Source files sent to OCLC for processing will not be returned. Data will be processed according to OCLC-defined schedules. Once applicable specifications have been met, OCLC will not retain or return source files.
- b. Group Member hereby grants to OCLC, other OCLC participants, non-participant users and OCLC designees an irrevocable, nonexclusive, royalty-free, sublicenseable, worldwide right to copy, display, publish, prepare derivative works from, distribute and use all bibliographic, holdings and other information supplied to OCLC by such Group Member or other entity acting on its behalf.
- c. Group Member warrants that it possesses all rights necessary to submit such information for inclusion in WorldCat via batchloading and to grant the license above with respect thereto, and that doing so will not infringe the copyright or other proprietary rights of any third party.
- d. OCLC may share with the Group reports and access to Measurement Services obtained by OCLC from Adobe® SiteCatalyst pursuant to the following guidelines. All Adobe® SiteCatalyst reports, data, and services provided to the Group from OCLC shall be considered confidential ("Confidential Information"). Confidential Information also includes all copies, summaries and extracts of any Confidential Information.

3.7 群組成員可以提交要包含在 **Group Catalog** 中的資訊，而該資訊在團體訂購時不包含在 **WorldCat** 中，可以通過批量加載方式將其包含在 **WorldCat** 中。

(先前未使用 **OCLC** 進行分類的群組成員必須在批量加載之前由 **OCLC** 進行概要分析。) 以下術語應適用於本節中描述的批量加載：

- (a) **OCLC** 應按照雙方書面同意的規範和其他指示來加載和處理源數據。提交用於批量加載的數據文件應是技術上可接受的輸入產品，其儲存的記錄應採用 **OCLC** 可接受的格式，否則應符合 **OCLC** 時不時發布的之普遍應用於 **OCLC** 用戶的任何政策。提交給 **OCLC** 進行批量加載的所有數據必須符合 **OCLC** 和群組所同意的規範。如果不符合此類規範，**OCLC** 可能會選擇不接受數據進行處理。提供的 **OCLC** 將接受源數據中的本地資訊。在處理之前或期間，將不會在本地進行任何驗證。發送到 **OCLC** 進行處理的源文件將不會返回。數據將根據 **OCLC** 定義的時間表進行處理。一旦滿足適用的規範，**OCLC** 將不會保留或返回源文件。
- (b) 群組成員特此授予 **OCLC**，其他 **OCLC** 參與者，非參與者用戶和 **OCLC** 指派人員不可撤銷，非專屬，免版稅，可再授權的、全球性的權利，以複製，展示，出版，準備衍生作品，分發和使用由該群組成員或代表其行事的其他實體提供給 **OCLC** 的所有書目、庫存和其他資訊。
- (c) 群組成員需保證其，其擁有所有必要的權利，可以通過分批處理提交此類資訊以納入 **WorldCat** 中，並授予上述相關許可，而這樣做不會侵犯任何第三方的版權或其他所有權。
- (d) **OCLC** 可以根據以下準則與群組共享 **OCLC** 從 **Adobe®SiteCatalyst** 獲得的報告和對 **Measurement Services** 的訪問。從 **OCLC** 向本群組提供的所有 **Adobe®SiteCatalyst** 報告，數據和服務均應視為機密（“機密資訊”）。機密資訊還包括任何機密資訊的所有副本，摘要和摘錄。

<p>3.8 Confidential Information, as defined in this Schedule, shall not include information that (i) is or becomes a part of the public domain through no act or omission of the Group; (ii) was rightfully in the Group's possession prior to the disclosure and had not been obtained by the Group either directly or indirectly from OCLC; (iii) is rightfully disclosed to the Group by a third party without restriction on disclosure; or (iv) is independently developed by Group without use of or reference to the Confidential Information.</p> <p>a. Group agrees to use all reasonable care to prevent the disclosure of the Confidential Information to any third party. This Section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that should Group be subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information it shall first have given sufficient and prompt written notice to OCLC of the receipt of any subpoena or other request for such disclosure; and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the Group, nothing in this Section shall limit or restrict the ability of the Group to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information.</p> <p>b. OCLC reserves the right to cease providing Confidential Information to Group at any time, and for any reason in OCLC's sole discretion.</p>	<p>3.8 本附表中定義的機密資訊不應包括以下資訊：(i) 不因本群組的作為或不作為而成為或成為公有領域的一部分；(ii) 在揭露之前應歸本群組所有，並且本群組未從 OCLC 直接或間接獲得該資產；(iii) 由第三方合法地向本群組揭露，不受揭露所限；(iv) 由群組獨立開發，無需使用或參考機密資訊。</p> <p>a. 本群組同意採取一切合理防護措施，以防止將機密資訊洩露給任何第三方。在法律或法院或其他政府機構的有效命令所要求的範圍內，本節不得解釋為禁止揭露機密資訊；但是，如果本群組被傳喚或被有效的法律或法院命令強迫揭露機密資訊，則應首先向 OCLC 發出充分和及時的書面通知，說明收到任何傳喚或其他揭露要求；並且應做出合理的努力來獲得保護性命令，要求所揭露的機密資訊僅可用於發布該命令的目的。儘管本群組有上述義務，但本節中的任何內容均不會限制或約束本群組代表自身承擔費用來防止或限制機密資訊的必要揭露。</p> <p>b. OCLC 保留在任何時候以任何理由停止向群組提供機密資訊的權利，由 OCLC 全權決定。</p>
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