

| SCHEDULE 22 | 附錄 22 |
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| OCLC Meridian | OCLC Meridian |
| Section 1 Description | 第 1 節 描述 |
| 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. | OCLC Meridian 是一個 WorldCat 實體連結數據管理工具，也是一套 APIs，能在需要的時間和地點創建實體，降低創建和管理職權的障礙。 |
| Section 2 Definitions | 第 2 節 定義 |
| 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. | 2.1 「內容」是指機構（透過連結或其他方式）在其簡介（如有）中包含的文本、影像和/或其他內容，或以其他方式向 OCLC Meridian 提供的內容。 |
| 2.2 "Data" means the linked data and other information made available by OCLC or its suppliers through OCLC Meridian. | 2.2 「數據」是指 OCLC 或其供應商透過 OCLC Meridian 提供的連結數據和其他資訊。 |
| 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 | 2.3 「指引」是指不時修訂的《WorldCat 館藏新增指引》。請透過此網址查看現行《指引》： 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. | 2.4 「OCLC Meridian」是指 OCLC 透過 OCLC Meridian 提供的數據和其他服務。 |
| 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 . | 2.5 「政策」是指《OCLC 合作社的 WorldCat 權利與責任》，其按照當中描述的政策審查流程而不時修訂。請透過此網址查看現行《政策》： 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 | 2.6 「原則」是指不時修訂的《WorldCat 合作原則》。請透過此網址查看現行《原則》： 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. | 2.7 「WorldCat 數據」的定義如《政策》中所述。在本 OCLC Meridian 附錄中，WorldCat 數據應包括此項數據。 |
| All capitalized terms not defined herein shall have the same meaning ascribed to them in the Agreement. | 本附錄中未定義的所有大寫術語與本協議中賦予的含義相同。 |
| SECTION 3 Terms of Use | 第 3 部分 使用條款 |
| 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. | 3.1 允許使用。 機構可以使用 OCLC Meridian 和 Meridian APIs 為機構的本地工作流程（諸如發現服務或編目）搜索、存取和/或創建和管理數據。 |
| 3.2 Prohibited Use | 3.2 禁止使用 |
| A. Data. | A. 數據。 |
| i. The following activities are prohibited, and Institution agree not to engage in (or permit) such activities: | i. 禁止下述活動，機構同意不從事（或不允許）此類活動： |
| 1. use of Data for commercial use, in any manner not expressly authorized by these Terms or in any unlawful manner; | 1. 以未經本條款明確授權的任何方式或以任何非法方式將數據用於商業用途； |
| 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; | 2. 使用任何機器人、爬蟲程式、網站搜索/檢索應用程式或其他自動化設備從 OCLC Meridian 服務或網站中抓取、檢索或索引數據的任何部分； |
| 3. distribution, display or disclosure of Data in a way | 3. 以危及 OCLC Meridian 服務的方式分發、顯示或 |

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| that compromises the OCLC Meridian service; and | 披露數據；和 |
| 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. | 4. 創建永久或長期的數據存儲（包括但不限於創建或重新包裝包含大量數據的資料庫）。儘管第 3.2 (A) (i) (4) 條有任何限制，機構仍可根據其本地內部工作流程的要求存儲數據。 |
| B. Content. | B. 內容。 |
| 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: | i. 如果 OCLC 授予機構在 Meridian 建立用戶檔案或以其他方式提供文本、影像和/或其他內容的能力，則以下要求適用於本內容： |
| 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; | 1. 機構有責任遵守所有適用的版權法之要求和其他適用於內容的法律要求，並承擔因機構未能遵守此類要求而產生的所有責任和損害賠償； |
| 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 | 2. 機構不得使用或提供非法、不準確、淫穢、威脅、誹謗、侵犯隱私、侵犯知識產權或以其他方式損害第三方或令人反感的內容，或包括或包含軟體病毒、政治競選、商業招攬、連鎖信、群發郵件或任何形式的「垃圾郵件」的內容；和 |
| 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. 機構不得使用虛假的電子郵件地址、冒充任何個人或實體或以其他方式誤導內容來源。 |
| 3.3 Additional Terms for Content | 3.3 內容附加條款 |
| A. OCLC reserves the right (but does not have the obligation) to remove, without liability, Content determined by OCLC in its sole discretion: | A. OCLC 有權（但無義務）刪除其自行決定的內容，而不承擔任何責任： |
| B. to violate the above requirements; or | B. 違反上述規定的內容；或 |
| C. necessary for OCLC to remove to comply with applicable law, including data privacy law. | C. OCLC 為遵守適用法律（包括數據隱私法）而必須刪除的內容。 |
| D. OCLC does not regularly or systematically review Content. | D. OCLC 未定期或系統地審查內容。 |
| 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. | E. OCLC 對任何內容或其相關內容不承擔任何責任和義務。機構特此授予 OCLC（包括其子公司和附屬機構）一項永久的、不可撤銷的、非排他性的、可轉讓的、可讓與的、全球範圍的、全額付費的、免版稅的許可證，以：(i) 製作、使用、複製、翻印、修改和利用內容；(ii) 創建、使用、複製、翻印、修改和利用內容的衍生作品；(iii) 公開表演或展示、進口、廣播、傳輸、披露、分發（直接或通過第三方）、許可、要約出售、出售、出租、租賃或出借內容（及其任何衍生作品）；以及 (iv) 將上述任何或全部權利轉許可或轉讓給第三方，包括轉許可或轉讓給其他第三方的權利。 |
| F. Institution also perpetually, irrevocably and | F. 機構也永久地、不可撤銷地、免費地授予 |

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| 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. | OCLC Meridian 的其他用戶根據本條款使用內容（及其衍生作品）而必需的各项權利。機構向 OCLC（及其子公司和附屬機構）聲明並保證：機構擁有授予上述權利所必需的、包含在內容中的所有權利，並且根據上述權利使用內容不會侵犯或以其他方式侵犯任何一方的權利。若有任何跡象表明違反了上述聲明和保證，機構將立即通知 OCLC。根據上述許可授予情況，機構和/或機構的供應商擁有本內容的所有權利、所有權和利益。 |
| 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. | G. 如果 OCLC 認為機構過度使用/存取 OCLC Meridian 網站和/或 OCLC Meridian 服務降級，OCLC 可以自行決定阻止/撤銷機構的存取。 |
| 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. | H. 在機構發生重大違約時，OCLC 可自行決定立即採取措施暫停機構對 OCLC Meridian 的存取。嚴重或習慣性違反這些條款可以永久性禁止機構存取 OCLC Meridian。 |
| I. OCLC's collection and use of any personal information submitted via the OCLC Meridian website (if any) is governed by <u>OCLC's Privacy Statement</u> . | I. OCLC 收集和使用透過 OCLC Meridian 網站（如有）提交的任何個人資訊均受《OCLC 隱私聲明》的約束。 |
| J. OCLC may remove or purge data stored with OCLC Meridian at any time without notice or liability. | J. OCLC 可以隨時刪除或清除存儲在 OCLC Meridian 的數據，而無需發出通知或承擔責任。 |
| SECTION 4 Responsibilities of Institution | 第 4 節 機構職責 |
| 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. | 4.1 機構應遵循 OCLC 及其諮詢小組所設的指引建立書目記錄及相關數據，以將資料輸入 WorldCat。 |
| 4.2 Institution using the Systems for cataloging agrees to abide by the Principles and the Guidelines. | 4.2 機構若使用本編目系統，即表示其同意遵守《原則》和《指引》。 |
| 4.3 Institution agrees that the use and transfer by the Institution of WorldCat Data is subject to the Policy. | 4.3 機構同意其對 WorldCat 數據的使用和傳輸均受《政策》所約束。 |
| 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. | 4.4 在本條款期內，若某機構通知 OCLC，其提供予 OCLC 以新增至 WorldCat 中的書目記錄將受到超出本附表或本附表下適用之限制以外的使用或傳輸限制，並且若 OCLC 仍選擇接受將該等記錄新增至 WorldCat，OCLC 將通知相關機構，此後機構存取、使用及傳輸該等記錄的權利將受上述使用和傳輸限制所約束。 |