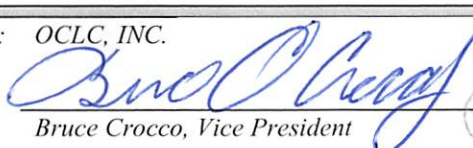


**Section 1 Institution Information & Signatures**

<i>INSTITUTION NAME ("Institution")</i> City of Greensboro on behalf of the GREENSBORO PUBLIC LIBRARY			
<i>LIBRARY NAME (if different from Institution Name)</i> Greensboro Public Library			<i>OCLC SYMBOL (if any)</i> NGP
<i>STREET ADDRESS</i> 219 N. Church Street			
<i>CITY</i> Greensboro	<i>STATE</i> North Carolina	<i>ZIP/POSTAL CODE</i> 27401	<i>COUNTRY</i> USA
<i>CONTACT PERSON</i> Jim Young		<i>TITLE</i> Facilities Manager/Special Projects	
<i>TELEPHONE NUMBER</i> 336-574-3569	<i>FAX NUMBER</i>	<i>E-MAIL ADDRESS</i> Jim.Young@greensboro-nc.gov	
<b>BILLING ADDRESS (IF DIFFERENT FROM ABOVE) or NOTICE ADDRESS (IF DIFFERENT FROM ABOVE)</b>			
<i>STREET ADDRESS</i> P.O. Box 3178			
<i>CITY</i> Greensboro	<i>STATE</i> North Carolina	<i>ZIP/POSTAL CODE</i> 27402-3178	<i>COUNTRY</i> U.S.A.
<i>CONTACT PERSON</i> Dena Keese		<i>TITLE</i> Special Admin Support	
<i>TELEPHONE NUMBER</i> 336-373-2698	<i>FAX NUMBER</i> 336-333-6781	<i>E-MAIL ADDRESS</i> Dena.Keese@greensboro-nc.gov	
Is Institution considered exempt from tax in the country in which it is located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
By signing below, Institution: (1) acknowledges that Institution has read and agrees to the terms of this Master Service Agreement ("MSA" or "Agreement") to 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.			
<i>INSTITUTION:</i> City of Greensboro on behalf of the Greensboro Public Library			
<i>Authorized Signature</i> _____		<i>Date:</i> _____	
<i>Name &amp; Title:</i> Brigitte H. Blanton, Director, Libraries/Museum			
<i>Accepted By:</i> OCLC, INC.  Bruce Crocco, Vice President			
		<i>Effective Date:</i> 9/5/2019	
<i>Notice Address for OCLC:</i> OCLC 6565 Kilgour Place Dublin, Ohio 43017-3395 FAX: 614-764-0740 Attention: Legal Department E-mail: <a href="mailto:legal@oclc.org">legal@oclc.org</a>			

## Section 2 Scope & Construction

This Agreement establishes the general terms and conditions for the provision of Products and Services. Additional Product or Service-specific terms and conditions are set forth in one or more schedules ("Schedules"), and are made a part of this MSA. In case of a conflict in terms between the MSA and any applicable Schedule, the terms and conditions of the Schedule shall prevail. If Institution orders additional Products or Services after its initial order and such order includes a master services agreement with the Schedule, this initial, executed MSA controls in lieu of such attached master services agreement.

## Section 3 Definitions

- 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.
- 3.6 **Product Descriptions** means the descriptions of the Products and Hosted Services as made available at [www.oclc.org](http://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. Product Descriptions and brochures 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 **License.** 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.
- 4.3 **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.
- 4.4 **Support.** Support services will be provided in accordance with the support service description available at <http://www.oclc.org/support/home.en.html>. Generally email support is available at [support@oclc.org](mailto:support@oclc.org) and telephone support is available at 1-800-848-5800.
- 4.5 **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.
- 4.6 **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 Term and Termination**

- 5.1 Term.** This Agreement shall commence on the Effective Date and shall remain in full force and effect until all active Schedules are terminated in accordance with Section 5.2. Unless otherwise specified in a pricing document, individual Schedules shall commence upon execution and shall remain in full force and effect for the duration that Institution has access to the applicable Products or Services.
- 5.2 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 or any renewal period, by providing the other party with at least 30 days prior written notice of its desire to not renew a Product or Service;
  - b) By either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for all or a substantial part of its property, is subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated, voluntarily or otherwise;
  - c) By the non-breaching party if a party commits a material breach of its obligations under this Agreement and has not cured such breach or failure within 30 days of receiving written notice from the non-breaching party. OCLC reserves the right, however, to immediately suspend Institution's access to the OCLC Services in the event of Institution's material breach until such time as the material breach is cured; or
  - d) As otherwise explicitly provided in this Agreement.
- 5.3 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 6 Fees and Payment Terms**

- 6.1 Fees.** Institution shall pay the applicable charges based on their agreed upon pricing document or, in the absence of an agreed upon pricing document, OCLC's prevailing price for the Products and Services. 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.
- 6.2 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.
- 6.3 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 5.2 (a), or (ii) Institution terminates the Agreement or a Schedule pursuant to Section 5.2 (c); in which event, OCLC will refund that portion of fees pre-paid by Institution corresponding to the period after termination.

## **Section 7 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. IN NO EVENT WILL OCLC BE LIABLE FOR ANY LOSS ARISING OUT OF FAILURE OF THIRD PARTY PRODUCTS OR SERVICES OR OTHER EVENTS OUTSIDE OF OCLC'S REASONABLE CONTROL. 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 8 Privacy and Security**

- 8.1 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 Service and for Institution's and users' access, monitoring, use, disclosure, and transfer of Internal Data.
- 8.2 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 along with any relevant reported deficiencies regarding non-compliance together with corrective action plans for addressing such deficiencies identified in the report.

- 8.3 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.
- 8.4 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.
- 8.5 Data Transfer.** As part of providing Services, OCLC may store and process Institution Data in the United States or any other country in which OCLC or its affiliates, subsidiaries, or agents maintain facilities. By using the Service, Institution consents to this transfer, processing, and storage of Institution Data to or by OCLC, its service providers, and affiliates subsidiaries or agents, over state and international borders as necessary to provide the Service in accordance with OCLC's standard business practices.
- 8.6 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 subject to Breach Notification, however OCLC reserves the right to first review all notifications before they are sent.

## **Section 9 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 ANY EVENT, OCLC'S LIABILITY TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION WILL BE LIMITED TO 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 10 Use of Products and Services**

### **10.1 Institution Data**

- a) **Ownership.** 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.
- b) **License Rights.** 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.

**10.2 Confidentiality.** Institution agrees to maintain the confidentiality of OCLC's pricing information 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.

**10.3 Acceptable Use Policy ("AUP")**

- a) **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.
- b) **Credentials.** Institution shall exercise all commercially reasonable efforts to prevent unauthorized use of the Products and Services and is solely responsible for any and all use, including unauthorized use, of the Products and Services initiated using Institution's credentials. Institution shall immediately notify OCLC of a suspected or actual loss, theft or disclosure of any credentials and of any unauthorized use of a Product or Service. Should OCLC become aware of unauthorized use of Institution's credentials or unauthorized access to a Product or Service, OCLC may notify Institution and deactivate affected credentials. OCLC will provide Institution with administrative credentials to access and use the applicable Product or Service. Institution is responsible for authorizing user access to the Products or Services, assigning privileges, and creating, maintaining, and terminating accounts.
- c) **Enforcement by OCLC.** OCLC reserves the right to: (i) investigate any violation of this AUP or misuse of Products or Services; (ii) enforce this AUP; 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 AUP MAY RESULT IN THE SUSPENSION OF OCLC SERVICES AND SUCH OTHER ACTION AS OCLC REASONABLY DEEMS APPROPRIATE. REPEATED OR WILLFUL VIOLATION OF THIS AUP MAY, IN OCLC'S SOLE DISCRETION RESULT IN THE TERMINATION OF THE AGREEMENT, ANY SCHEDULE, OR OCLC SERVICE.

**Section 11 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 5.2(c) and, as its sole remedy, will be entitled to a refund of an equitable portion of fees paid for the relevant Product or Hosted Service after such noncompliance was reported. OCLC and Institution each warrant that its entry into this Agreement does not violate any other agreement to which it is a party, and that its performance under this Agreement will be in conformance with all applicable laws and government rules and regulations. Institution warrants that it possesses all rights necessary to enter into this Agreement and grants the rights described in this Agreement such that OCLC will not infringe upon or otherwise violate any intellectual property rights or other rights of a third party or violate any laws by exercising the rights and licenses granted under this Agreement. To the extent permitted by law, Institution hereby indemnifies OCLC from any such claims in this respect.

**Section 12 General**

- 12.1 OCLC Membership.** As a subscriber to OCLC's Services and Products as described in this Agreement, Institution – and each library owned or operated by Institution – may be eligible for membership in the OCLC cooperative. Membership qualifications for the OCLC cooperative can be found at <http://www.oclc.org/content/dam/oclc/membership/Membership-Criteria-FY15.pdf>. If Institution's subscription qualifies it as a member, Institution permits OCLC Member Relations to contact its library staff directly in separate communications, to provide new member information regarding voting and updates, Member groups, councils, and events, for OCLC Global and Regional Councils specific to Institution's region. As a member, Institution agrees to abide by the requirements and policies applicable to OCLC members.



- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 Notice.** Except as stated elsewhere in the Agreement all notices shall be in writing and shall be deemed sufficient if (a) received by a party via e-mail to the e-mail address for such party set forth in Section 1, (b) delivered by hand, or (c) sent by certified or registered mail, return receipt requested, to the address for such party set forth in Section 1, or to such other address as has been furnished by means of a notice given in accordance with this Section.

*Notice Address for OCLC:*

OCLC  
6565 Kilgour Place  
Dublin, Ohio 43017-3395  
FAX: 614-764-0740  
Attention: Legal Department  
E-mail: [legalt@oclc.org](mailto:legalt@oclc.org)

- 12.9 Counterparts.** 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.

**Section 13 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, Section 13 applies:

- 13.1 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.
- 13.2 Consortium Member's Agreement.** Group Administrator warrants, as the consortium agent, that it is authorized to and hereby binds consortium members to this Agreement and shall indemnify OCLC from all loss, expense and damage arising from a breach of such warranty. Group Administrator shall provide each consortium member with a copy of this Agreement prior to Product and Service activation. Each order for consortium members shall constitute a binding contract between OCLC and the consortium member.
- 13.3 Payment by Group Administrator.** Group Administrator shall be liable for paying to OCLC all charges and applicable taxes for consortium members for the Products and Services in accordance with the terms of this Agreement.
- 13.4 Non-exclusivity.** Nothing herein shall limit OCLC's right to distribute any Products or Services independent of Group Administrator.

**Section 14 City of Greensboro Terms and Conditions**

City of Greensboro additional terms and conditions with the following attachments, which are attached hereto and incorporated herein under Attachment B.

## **ATTACHMENT A – OCLC SERVICE LEVEL AGREEMENT**

This Service Level Agreement sets forth the service level and performance objectives of OCLC in providing the Hosted Services (as listed in Section 1 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.

### **1. Covered OCLC Services**

This SLA applies only to Hosted Services that are: (1) listed below; and (2) subscribed to by Institution.

WorldShare Acquisitions  
WorldShare Circulation

WorldCat Discovery Services  
Hosted CONTENTdm  
Hosted EZproxy  
WorldShare Interlibrary Loan  
WorldShare License Manager  
WorldShare Collection Manager  
WorldShare Record Manager  
Tipasa  
Wise

### **2. Uptime Commitment**

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

- Availability =  $(T-D)/(T) * 100\%$
- T = the total number of minutes in the respective month.
- 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.

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 Hosted Services.

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.

### **3. Systems Management**

**3.1 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.

**3.2 Maintenance.** OCLC will operate, monitor and administer all servers, applications and networks supporting the OCLC Services. 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.

**3.3 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 19**  
**OCLC Wise**

**DESCRIPTION\**

OCLC Wise is an uniquely holistic community engagement system offering libraries the integrated power of customer relationship management, marketing, and analytics with ILS functions. The application may include acquisitions, circulation, analytics, discovery, content management system, evidence-based collection management suite and a marketing workbench.

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



Initials: \_\_\_\_\_ Date: \_\_\_\_\_



## Attachment B

### **Section 14 City of Greensboro Terms and Conditions**

- 14.1 This Contract is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Contract shall lie in Guilford County, North Carolina.
- 14.2 The OCLC, Inc. (OCLC) certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. The OCLC also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.
- 14.3 As of the date of this Contract, OCLC certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 et. seq. and that OCLC will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract on behalf of OCLC certify that they are authorized by OCLC to make this certification. Contracts entered into in violation of this requirement will be void.
- 14.4 As of the date of this Contract, OCLC certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that OCLC will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of OCLC certify that they are authorized by the OCLC to make this certification. Contracts entered into in violation of this requirement will be void.
- 14.5 Except as otherwise required by law, the City will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted pursuant to this contract. Any such proprietary information, trade secrets or confidential commercial and financial information, which OCLC believes should be exempted from disclosure, shall be specifically identified and marked as such before submitting it to the City. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. The OCLC shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information bears appropriate notices relating to its confidential character. Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina

## Attachment B

Public Records Act that are identified as such prior to disclosure to the City is not public information and will not be released to the public by the City. The City will notify Proposer of any public records request for any confidential commercial or financial information, trade secrets, or proprietary information which Proposer has previously marked "Confidential", and if Proposer objects to the disclosure of any of the records responsive to the request, Proposer will notify the City in writing within forty-eight (48) hours. If so notified, the City will not disclose the records until ordered to do so by a court of competent jurisdiction, and OCLC will enter an appearance as a party in- interest and defend the City in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which OCLC objected. OCLC will indemnify, save harmless, and pay any and all attorney's fees incurred by the City and any attorney's fees it is ordered to pay to any person(s) or organization(s) as a result of OCLC's objection to the release of the public records. OCLC will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the City incurs as a result of OCLC's objection to the release of the records requested pursuant to the North Carolina Public Records Act.



Library Name: Greensboro Public Library  
OCLC Symbol: NGP  
Quote #: NGP20190614  
Date: 6/14/19  
Quote Expiration: 60 Days

## OCLC Wise™ Quote for Greensboro Public Library

OCLC Wise™ is a uniquely holistic, comprehensive community engagement system offering libraries the integrated power of customer relationship management, marketing and analytics with ILS functions.

Wise includes the following capabilities: circulation, public access catalog, acquisitions, serials, analytics, reporting, cataloging, discovery, content management system, collection management, collection development, customer relationship management, event/program registration, PC management, website, patron engagement and a marketing workbench.

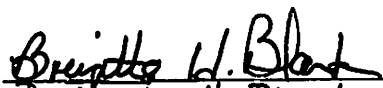
Through OCLC's early adoption efforts, OCLC Wise will be further developed using the unique input of the initial implementors in the U.S.

Solution	Year 1	Year 2	Year 3
OCLC Wise System Early Adopter Annual Hosted Subscription	\$130,000	\$136,500	\$143,325
OCLC Wise System Implementation (one-time fee)	\$100,000		
<b>OCLC Wise System Total</b>	<b>\$230,000</b>	<b>\$136,500</b>	<b>\$143,325</b>

### Notes:

- A. Invoicing frequency for the subscription fees is annually at the beginning of each renewal period.
- B. Year 1 (first year of your subscription) begins on the date your library goes into production on Wise (the "Go-Live Date") and lasts for 12 months.
- C. The Implementation fee is invoiced 50% upon OCLC's receipt of fully executed copies of this Quote and the Master Services Agreement ("Agreement"), and the remaining 50% upon the Go-Live Date. The fee includes implementation, configuration, training, and data migration services. Please see and initial Quote Attachment A, which contains additional details on your data migration.

By signing and returning to OCLC, Greensboro Public Library accepts this quote:

  
\_\_\_\_\_  
Brigitte H. Blanton  
Director, Libraries/Museum  
Greensboro Public Library  
219 N Church St  
Greensboro, NC 27402

7-24-19  
Date

OCLC Symbol: NGP  
Quote #: NGP20190614  
Date: 6/14/19  
Quote Expiration: 60 Days

### Quote Attachment A: Data Migration

The following data migration assumptions were made in preparation of this Quote:

- Library will deliver bibliographic records in MARC 21 format. MARC data will need to adhere to OCLC Bibliographic Formats and Standards. For more information on MARC 21 format, please visit: <http://www.loc.gov/marc/bibliographic/ecbdhome.html> and for more information on OCLC Bibliographic Formats and Standards, please visit: <http://www.oclc.org/bibformats/en/about/>.
- Library will deliver item records in MARC 21 format as either MARC XML or MFHD.
- OCLC will migrate patron data (to be delivered by the Library in XML format or tab-delimited text format).
- OCLC will migrate circulation transactional data (to be delivered by the Library in tab-delimited format).
- Historic Acquisitions data (Budgets, Funds, Orders, Expenditures, etc.) will not be migrated.

Should changes occur to your data migration information above or should additional requirements be requested during the implementation process, OCLC reserves the right to reassess the implementation pricing and additional charges may occur.

BWB  
Initials

7/24/19  
Date



Sent via e-mail to: [Brigitte.Blanton@greensboro-nc.gov](mailto:Brigitte.Blanton@greensboro-nc.gov)

2019 August 12

Brigitte H. Blanton  
Director, Libraries/Museum  
Greensboro Public Library (NGP)  
219 N. Church Street  
Greensboro, North Carolina 27402-3178

To Whom It May Concern:


Pursuant to the Master Services Agreement (the "Agreement") entered into by and between the City of Greensboro on behalf of the Greensboro Public Library (the "Library") and OCLC, Inc. ("OCLC" and together with the Library, the "Parties"), and the OCLC Wise Quote for Greensboro Public Library (the "Quote"), OCLC has agreed to offer OCLC Wise (the "Services") to the Library on a yearly subscription basis.

The Parties have committed to a price for the Services that shall remain in effect during the first three annual subscription periods, as set forth in the Quote. According to its own terms, the Agreement shall continue to renew annually after the expiration of the subscription periods set forth in the Quote.

The Library may continue to renew the Agreement after the expiration of the Quote until and unless the Agreement is terminated by either party pursuant to its own terms. For such renewals, OCLC confirms that the price for each subsequent annual subscription to the Services shall not increase by more than 5% of the previous subscription year's price.

OCLC appreciates its relationship with Greensboro Public Library and looks forward to being of continued service.

Sincerely,  
OCLC, Inc.

By:   
Bruce Crocco, Vice President

Approved  
by Legal  
**PB**



# City of Greensboro

## Contract Signature Authorization Sheet

### Libraries

**Vendor:** OCLC, INC.

**Tracking number:** 16499

**Contract Number:** 2019-10752

**Change Order Number:**

**Service, Item or Project Description:**

Contract to purchase annual subscription for OCLC Wise Library search datab  
Yr. 1 encumbrance - \$230,000, Yr. 2 encumbrance - \$136,500, Yr. 3  
encumbrance \$143,325.



### Signatures



\_\_\_\_\_

Date: \_\_\_\_\_

**Department Head Recommendation/Authorization**

This instrument has been pre-audited in the manner required  
the Local Government Budget and Fiscal Control Act.



\_\_\_\_\_

Date: \_\_\_\_\_

**Deputy Finance Officer**



\_\_\_\_\_

Date: \_\_\_\_\_

**City Attorney: Approved as to form**



\_\_\_\_\_

Date: \_\_\_\_\_

**Assistant City Manager: Authorized**



\_\_\_\_\_

Date: \_\_\_\_\_

**Mayor: Executed**



\_\_\_\_\_

Date: \_\_\_\_\_

**City Clerk: Attested**



\_\_\_\_\_

Date: \_\_\_\_\_

**M/WBE Office: Authorized**