

Agreement for the Appropriate Use of Test Dataset by Participants in the Z39.50 Interoperability Testbed

This agreement prescribes the appropriate use of Test Dataset by participants in the University of North Texas Z39.50 Interoperability Testbed Project (Z-Interop). The Test Dataset comprises approximately 400,000 MARC 21 records from OCLC's WordCat database. Z-Interop has signed an agreement with OCLC for the use of these records, the use of which includes providing a copy of the test dataset to organizations who participate in the Z-Interop testbed for evaluating their Z39.50 server implementations. The agreement between OCLC and the University of North Texas includes the following:

“UNT may grant access to copies of WorldCat Records, or derivative works from or compilations including such Records to libraries and educational institutions for noncommercial, research purposes as described herein. Should UNT make WorldCat Records available to for-profit entities, UNT shall enter into a third party agreement similar to the form of OCLC's third party agreement hereto as Attachment A.”

For-profit organizations wishing to participate in the Z-Interop testbed to test Z39.50 server implementations will receive a full copy of the test dataset to load on their systems upon receipt by Z-Interop of a signed copy of the following Third-Party Vendor Agreement.

THIRD-PARTY VENDOR AGREEMENT

This agreement ("Agreement"), effective as of the date on which executed by both parties hereto, by and between the University of North Texas ("UNT") a not-for profit institution organized and existing under the laws of the State of Texas, and _____

_____,
a corporation organized and existing under the laws of the State of _____, (hereafter referred to as "Vendor").

Whereas, Vendor has indicated its interest in testing its Z39.50 server implementation in the Z39.50 Interoperability Testbed Project ("Project"), and has read the Z39.50 Interoperability Testbed (Z-Interop) Policies and Procedures; and

Whereas UNT will make available to Vendor a copy of the Z-Interop Test Dataset of bibliographic records derived from the online database of such information maintained and owned by OCLC Online Computer Library Center, Incorporated (hereinafter "OCLC-Derived Records"); and

Whereas for UNT to make OCLC-Derived Records available to Vendor, it is necessary that Vendor provide assurances concerning its use of such records,

Now, therefore, in consideration of the premises and other valuable consideration, UNT and Vendor agree as follows:

1. During the term of this agreement, all present and future contracts between UNT and Vendor will be deemed amended to include the terms of this agreement as to all OCLC-Derived Records furnished hereunder.
2. Vendor will make no copies and no use of the OCLC-Derived Records except as necessary to prepare its systems for interoperability testing through the Z-Interop testbed.
3. Vendor acknowledges that delivery of the OCLC-Derived Records to Vendor does not represent a transfer of ownership or license of said records or any copies thereof, other than as provided herein.
4. Vendor agrees that it will not transfer or otherwise make available OCLC-Derived Records or copies thereof or derivative works made therefrom to any third party, and will promptly return to UNT at the termination of this agreement all OCLC-Derived Records received in connection with the Project.
5. This Agreement is terminable by either party hereto at any time, with or without cause, by thirty (30) days prior written notices sent by prepaid registered or certified first-class mail, with return receipt requested, to:

Dr. William E. Moen
The Z39.50 Interoperability Testbed Principal Investigator
School of Library and Information Sciences
ISB, Room 205
205 Chestnut Street
P.O. Box 311068
Denton, Texas 76203-1068

and to OCLC Online Computer Library Center, Incorporated
6565 Frantz Road
Dublin, OH 43017
Attention: General Counsel

Such addresses may be changed by UNT and by OCLC by written notice to Vendor sent by prepaid registered or certified first-class mail, with return receipt requested, to:

_____ (Vendor)

Attention: _____

All notices given in accordance with this Section 4 shall be deemed given on the date of proper deposit in the U.S. mail.

- 6. OCLC Online Computer Library Center, Incorporated is intended to be a third party beneficiary of this Agreement.
- 7. Vendor's obligations under this Agreement, as they affect any Contract which has become effective prior to the termination hereof, shall survive any such termination.
- 8. This Agreement is the final, complete and exclusive statement of agreement between UNT and Vendor with respect to the Project, and may not be terminated (other than provided in Section 4 above), amended or canceled except by a writing signed by both parties hereto and, as a condition precedent to the effectiveness thereof, with a copy thereof furnished by UNT to OCLC by the same means and at the same address as provided in Section 4 above. No waiver of any provisions of this Agreement or of any right hereunder shall be deemed a further waiver of such provision or right, or a waiver of any other provision or right hereunder.

In WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

University of North Texas

Date: _____

By: _____

Title: _____

_____ Vendor)

Date: _____

By: _____

Title: _____