



OFFICE OF THE SECRETARY OF STATE

ALEXI GIANNOULIAS • Secretary of State and State Librarian

ILLINOIS STATE LIBRARY
Gwendolyn Brooks Building
300 South Second Street
Springfield, Illinois 62701-1796

OCLC SYMBOL: LM7

June 13, 2024

Superintendent
Oregon Community Unit School District 220
Oregon High School Library
206 South 10th Street
Oregon, Illinois 61061-1711

Dear Superintendent:

The FY2025 ILLINET/OCLC Group Services Program Renewal Agreement for Oregon Community Unit School District 220 is included with this letter. To avoid OCLC Service interruption, please obtain the appropriate signature(s) and return the signed agreement by June 30, 2024.

This letter is **not** an invoice. Illinois Heartland Library System, the Illinois State Library's fiscal agent for ILLINET/OCLC Group Services will be sending an invoice to the Oregon Community Unit School District 220 in early July. For additional information regarding services and fees, see the document included with this letter. **Do not send payment to the Illinois State Library.**

You may contact Shirley Paden at spaden@illinoisheartland.org for account information and payment options. Online account access will be available at <https://www.illinetoclc.info/>

FY2025 ILLINET/OCLC Group Services Fee: \$1,266.66

LM7 - Oregon Community Unit School District 220 - Oregon High School Library

To confirm and renew membership in FY2025 ILLINET/OCLC Group Services, Oregon Community Unit School District 220 must return the signed agreement. If the library will **not** be renewing in FY2025, please send written notice to oclc1@ilsos.gov and include the name of the institution and OCLC Symbol.

Return the signed agreement by June 30, 2024, to oclc1@ilsos.gov or FAX 217-782-6062 or mail to the Illinois State Library at the address listed above. A fully executed agreement will be returned to you for your files.

Thank you in advance for your timely response. If you have any questions, please contact our office at 217-785-1537.

Sincerely,

A handwritten signature in black ink that reads "Greg McCormick".

Greg McCormick, Director
Illinois State Library

Enclosures
GM:jlh

**ILLINET/OCLC GROUP SERVICES PROGRAM
MEMBER AGREEMENT
FISCAL YEAR 2025**

OCLC Symbol: LM7

This Agreement is entered into between the Office of the Secretary of State, Illinois State Library (ISL) and **OREGON COMMUNITY UNIT SCHOOL DISTRICT 220 - Oregon High School Library**, hereinafter referred to as the SECOND PARTY.

WHEREAS, the Office of the Secretary of State, Illinois State Library is a State agency created by statute (20 ILCS 605, *et seq.*);

WHEREAS, ISL has entered into an Agreement effective July 1, 2024, with OCLC ONLINE COMPUTER LIBRARY CENTER, INC., a not-for-profit corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as OCLC, operator of a computer-assisted and electronic telecommunications accessed bibliographic and library processes database, to distribute the products and services of this database within the State of Illinois, and;

WHEREAS the SECOND PARTY wishes to use the services available from OCLC pursuant to the Agreement between the ISL and OCLC;

WHEREAS both ISL and the SECOND PARTY seek to enter into an agreement whereby the SECOND PARTY will receive the services negotiated by ISL from OCLC.

- 1. ILLINOIS STATE LIBRARY Responsibilities.** ISL agrees to:
- a. Represent the SECOND PARTY with the OCLC Board of Trustees, Administration, and Operations Staff relative to the delivery and expansion of OCLC services to Illinois libraries and in contract negotiations.
 - b. Provide information concerning OCLC policy and OCLC database usage and services to the SECOND PARTY.
 - c. Provide to the SECOND PARTY access to OCLC services pursuant to the existing Agreement between ISL and OCLC.
 - d. Provide monthly or on-demand reports of database use to the SECOND PARTY.

SECOND PARTY Responsibilities. The SECOND PARTY agrees to use the resources at their disposal for and in consideration of the mutual undertakings to provide the following services:

- e. Attach current library holdings to the bibliographic records in WorldCat® to keep holdings up to date no less often than semi-annually.
 - f. Review Request Manager of the WorldShare Interlibrary Loan Service and respond to all requests within three working days and will respond favorably to a request under the provisions of the Illinois Interlibrary Loan Code.
 - g. Pay all financial obligations for services and products obtained from OCLC pursuant to this Agreement.
- 2. Term.** This Agreement shall commence on July 1, 2024, and, unless otherwise terminated, shall continue through June 30, 2025. The Agreement may be extended by mutual written consent of the parties.
- 3. Conditions.**
- a. The SECOND PARTY will pay the Illinois Heartland Library System, herein after referred to as DESIGNEE, charges for OCLC Services.
 - b. The annual Group Services Subscription fee for the period July 1, 2024 – June 30, 2025, is **\$1,266.66**. Billing for products and services not specified in the Group Services Subscription fee shall be billed monthly by the Illinois Heartland Library System as charges are incurred. Those fees shall be at the price specified by OCLC and will be made available to libraries.
 - c. If payment has not been received by the fifteenth day of the month in which an amount becomes sixty (60) days past due, or at any time thereafter if the payment has not been received, ISL or its DESIGNEE may suspend services at its option upon giving to the SECOND PARTY fifteen (15) days written notice.
 - d. If services under this Agreement are suspended, they shall not be restored until all outstanding charges have been paid in full and the SECOND PARTY has demonstrated both the ability and the intention to keep its account current in the future.
 - e. If the SECOND PARTY fails to pay any bill so that ISL or its DESIGNEE has not received the payment within one hundred eighty (180) days of the original billing date, services provided under this Agreement shall be terminated without further notice to the SECOND PARTY.
 - f. If services are terminated by reason of late payment, non-payment, or other substantial non-compliance with this Agreement on the part of the SECOND PARTY as determined by ISL, then the SECOND PARTY shall reimburse the DESIGNEE for all costs incurred in terminating services.
 - g. If services under this Agreement are terminated, for any reason, the services shall not be restored under this Agreement, and this Agreement cannot be renewed or extended, and services can only be restored through the creation of a new Agreement.
 - h. It is agreed that OCLC is a third-party beneficiary of the forgoing provisions and is entitled to seek enforcement thereof in its own name.
- 4. Liability.** The Secretary of State and ISL shall not be liable under or by reason of this Agreement for the payment of any compensation, award, or damages in connection with the SECOND PARTY performing its obligations under this Agreement or for injury or damages occurring to any of the SECOND PARTY'S employees as the result of any acts, omissions, negligence, or otherwise while in the process of performing the obligations required by this Agreement or in connection with any other employer-employee relationship between the SECOND PARTY and its subcontractors or employees.

- 5. **Warranties.** Neither ISL nor OCLC makes any express or implied representations or warranties with respect to the OCLC system, the OCLC WorldCat® Database nor any processes, products or services now or hereafter provided in this Agreement or future Agreements. All other warranties, including the WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE ARE HEREBY DISCLAIMED. ISL and OCLC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE FORM OF ACTION, NOR SHALL IT BE LIABLE FOR EXEMPLARY DAMAGES OR LOST REVENUES. If the exclusivity or limitation of liability or remedy set forth above is held to be unenforceable for any reason, then OCLC's total liability to ISL or the SECOND PARTY in respect of any claim, regardless of the form of action, shall be determined by the Illinois Court of Claims.
- 6. **Independent Contractor Status.** Each party hereto is an independent contractor with respect to the other, and no franchise or agency relationship between the parties is intended. Neither party shall have the right or the authority to commit or bind the other to any contract or financial obligation except as specifically authorized in writing.
- 7. **Applicable Law.** This Agreement is governed in all respects by the laws of the State of Illinois. Both parties certify that they shall comply with all applicable provisions of Federal, State, and local law in the performance of their obligations pursuant to this Agreement.
- 8. **Severability.** The invalidity of any provision, term, or condition of this Agreement for any reason shall not render any other provision, term, or condition of this Agreement invalid or unenforceable.
- 9. **Recitals.** Each of the Parties represents and warrants to each other that the recitals set forth above are true and correct in substance and fact, as each such recital relates to each party, and are incorporated as an integral part of this Agreement.
- 10. **Assignment.** This Agreement may not be assigned by the SECOND PARTY, in whole or in part, without the express, prior, written consent of ISL.
- 11. **Attachments.** It is acknowledged by the SECOND PARTY that OCLC's WorldShare Metadata/OCLC Cataloging Group Catalog and WorldShare Interlibrary Loan Services (ILL) are attached and incorporated fully herein.
- 12. **Modification.** This Agreement is the final, complete, and exclusive statement of the Agreement of the parties hereto. No provision of the Agreement may be changed, modified, or supplemented except in writing signed by both parties hereto, unless otherwise provided herein.
- 13. **Complete Agreement.** This Agreement, with the above described attachments, as written, is the full and complete agreement between the Parties and there are no oral agreements or understandings between the Parties other than what has been reduced to writing herein.

Approval:

**OREGON COMMUNITY UNIT SCHOOL
DISTRICT 220
OREGON HIGH SCHOOL LIBRARY**

ILLINOIS STATE LIBRARY

Authorized signature (Date)

Greg McCormick, Director (Date)

(Date)

(Second line is provided for institutions that require two signatures)

Oregon Community Unit School District 220
Oregon High School Library
206 South 10th Street
Oregon, Illinois 61061-1711
Oregon Community Unit School District 220-LM7

Please return the signed agreement by June 30, 2024, to oclc1@ilsos.gov; or 217-782-1877 (FAX); or mail to the Illinois State Library, Gwendolyn Brooks Building, 300 South Second Street, Springfield, Illinois 62701-1796
An electronic version of a fully executed agreement will be returned to you within one month

SCHEDULE 2**WorldShare Metadata/ OCLC Cataloging****DESCRIPTION**

OCLC's cataloging and metadata services give Institution the tools needed to effectively manage the metadata for Institution's collection.

DEFINITIONS

- A. "Guidelines" means the "Guidelines for Contributions to WorldCat" as modified from time to time. A current copy of the Guidelines is available at: <https://www.oclc.org/content/dam/oclc/worldcat/documents/guidelines-for-contributions-to-worldcat.pdf>
- B. "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: <https://www.oclc.org/en/worldcat/cooperative-quality/policy.html>
- C. "Principles" means the WorldCat Principles of Cooperation as modified from time to time. A current copy of the Principles is available at: <https://www.oclc.org/content/dam/oclc/worldcat/documents/principles-of-cooperation.pdf>
- D. "WorldCat Data" is defined as set forth in the Policy.
- E. All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Services Agreement.

ADDITIONAL TERMS AND CONDITIONS

- 1) **Responsibilities of Institution**
 - A. Institution shall create bibliographic records and related data for entering information into WorldCat consistent with the Guidelines maintained by OCLC and its advisory groups.
 - B. Institution using the Systems for cataloging agrees to abide by the Principles and the Guidelines.
 - C. Institution agrees that the use and transfer by the Institution of WorldCat Data is subject to the Policy.
 - D. 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.

SCHEDULE 12**GROUP CATALOG****DESCRIPTION**

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.

DEFINITIONS

- A. “**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.
- B. “**Discovery Terms**” means the WorldCat Discovery Services Schedule and the OCLC Master Services Agreement (“MSA”).
- C. “**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.
- D. “**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.
- E. “**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.
- F. “**Group Member**” means any library listed on the Order Form and bound by this Schedule, the MSA and Discovery Terms.
- G. “**Guest User**” means any member of the public.
- H. “**WorldCat Discovery**” means the OCLC WorldCat Discovery service as made available by OCLC.
- I. “**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).
- J. “**WorldCat.org Terms**” means the then-current OCLC WorldCat.org Services Terms and Conditions made available via a link on the WorldCat.org interface.

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

ADDITIONAL TERMS AND CONDITIONS

- 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.
- 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.
- 3) Access to other WorldCat Discovery databases (besides the Group Catalog) is permitted only by Authorized Users.
- 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.

- 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.
- 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.
- 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.
- 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.
 - 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.
 - b. OCLC reserves the right to cease providing Confidential Information to Group at any time, and for any reason in OCLC's sole discretion.

SCHEDULE 14**WorldShare Interlibrary Loan Services (ILL)****DESCRIPTION**

WorldShare Interlibrary Loan is a resource sharing network to lend and borrow resources which allows users to quickly obtain global library content located in Institution's collections and the collections of other ILL libraries around the world. WorldShare Interlibrary Loan simplifies tasks such as sharing of e-resources, automating request and entry processes, managing ILL fees, analyzing borrowing and lending patterns, and delivering documents easily and securely through Article Exchange.

ADDITIONAL TERMS AND CONDITIONS

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

Subject to this Schedule and the MSA, OCLC will provide Institution with the Products and Services as specified in the ILL agreed upon pricing document.