

ORAL ROBERTS UNIVERSITY LIBRARY

Library Acquisitions Department

Collection
Development Policy

ORAL ROBERTS UNIVERSITY LIBRARY

Collection Development Policy

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Table of Contents

I. Introduction	1
II. Responsibility of Selection	2
III. Selection Priorities and Qualities	
Guiding the Purchasing of Materials	4
A. Rank order of funding priorities	4
B. Guiding parameters for selection	5
C. Format specific considerations	6
1. Books	6
2. Serials	6
3. Nonprint materials	7
4. Computerized databases	8
D. Gifts	10
IV. De-acquisition or weeding	11
V. Collections	14
A. Reference	14
B. Periodicals	15
C. Curriculum Media Center	16
D. Timko-Barton Listening Room	17
 Appendices	
A. Theology Library	19
B. Challenged Materials	30
C. Standard License Agreement	31

Introduction

A Purpose: The goal of a collection development policy in a university library is to guide the community in its efforts to build and maintain a collection of resources that reflects the philosophy and educational mission of the parent institution. This policy is necessary to ensure systematic and balanced collection growth. This document serves not only as a mechanism for establishing funding priorities, but also recognizes that adequate provision of library resources and services now involves both local ownership and access to resources and services elsewhere. Involvement in resource sharing through consortia, networks, interlibrary loan, and other collection development, and funding for such endeavors must be recognizable as an important and necessary component of the contemporary library.

B Guide, not law: This policy is a guide, not immutable law and exceptions should be made to admit valuable materials whenever adequately justified by the interests of the library and the university. Further, it is policy statement, not a manual of procedures, which are properly left to the internal management of the LRC faculty and staff.

C Review: This policy is purposely left general to allow for general initiative and judgment in collection development. It is subject to continuing change as new ideas and types of materials become available in the collection development process. Given the pace and volume of change in the library and information profession as well as the changing needs of the university, this document should be reviewed and amended by the LRC faculty every five years.

Responsibility of Selection

Selection of library materials is the joint responsibility of the faculty for each department and the library faculty. Department faculties initiate the majority of the requests for acquisition. LRC faculty work with the departments as liaisons to help maintain collection balance, both in terms of current and retrospective acquisition. Other library users, particularly students, are also encouraged to recommend titles for the collection.

A The academic departments, the teaching departments, of the university are allocated 90 percent of the acquisitions budget. Each fall, the Learning Resources Committee distributes these monies, largely on the basis of student enrollment in the majors of each department. It also considers such factors as new programs, departmental enrollment figures, and average prices for materials in the various disciplines. These materials are housed in the LRC.

Each department chair is expected to make equitable distribution of the department's funds to support the learning resource requirements of the entire department. Order requests from faculty members are sent directly to the library or are channeled through the department chair, as the chair so directs. The library normally accepts requests without question, but also exercises its responsibility to consult faculty on unusually expensive items or about requests, which seem to fall outside the collection development policy.

Each department is responsible for determining any limits it wishes to place on either the price of particular items or the percentage of its budget expended on any type of material. The means of monitoring such items is worked out with the LRC.

B LRC Faculty: Professional librarians perform a basically generalist's role in collection development, although some have subject expertise that is reflected in various kinds of service activities. It is their responsibility, for example, to oversee the quality and balance of materials in the entire collection, to identify areas of weakness, to maintain a strong

COLLECTION DEVELOPMENT POLICY

reference collection, and to identify new materials, which are important to the strength and balance of the collection. To this end, 10 percent of the total resource budget remains under the control of the LRC faculty. Additionally, any departmental funds remaining unencumbered by December 15 revert back to the LRC faculty purview.

Selection Priorities and Qualities Guiding the Purchasing of Materials

The overarching criterion for selection is whether a particular resource supports the primary mission of the university. This criterion spans a broad range of materials, most of which provide direct curriculum support, but some of which extend beyond specific curriculum offerings. In addition, some items may be at variance with our faith and lifestyle commitments, but may be included in any subject area if they meet the primary guidelines.

A Rank order of funding priorities

1. Continuations of materials arriving serially or on standing order, including indexing and abstracting services and periodical subscriptions.
2. Materials needed for discrete class offerings, with new courses and general education classes given extra consideration, if necessary.
3. General and specialized reference materials.
4. Outstanding books not initially ordered by the academic departments.
5. Materials to support faculty and administrative research and faculty development.
6. Recreational and inspirational non-fiction and fiction.

B Guiding parameters for selection

1. Content, not format, is the basic criterion for selection, although format must be considered insofar as it can affect cost and use.
2. Current publications of lasting and scholarly value are given priority over older materials.
3. English language materials comprise a vast majority of our holdings, but foreign language items are clearly necessary for curricular support and, on occasion, will be purchased for support of curricula outside foreign language courses.

Generally, library materials are acquired only in those languages in which academic programs are offered. In subject areas other than "Languages" and "Literature", the library emphasizes the acquisition of English-language materials.

4. Multiple copies of an item are purchased only where need is convincingly demonstrated. The copy can be in any one of the formats available in the library. Exceptions to this policy include, but are not limited to, the following:
 - a. Copies in two or more collections, e.g., a special collection and the circulating collection.
 - b. Titles having local or historical interest.
 - c. Titles in two or more formats when there is anticipated heavy demand or the formats provide variant information.

Requests for multiple copies will be considered individually depending on the substantiated needs and the value of the item as part of the library's permanent collection. In instances when a decision is made to purchase multiple copies, the additional copies are acquired in the most economical format.

5. Glaringly expensive items will be routinely questioned by LRC faculty liaisons.

C Format specific considerations

1. Books

- a. Hardcover binding or good quality trade paperback editions are preferred, but lesser quality paperbacks are purchased if no other edition is available. These paperback editions will be routinely prebound by the library vendor to ensure a longer shelf life.
- b. The library normally does not purchase or replace out of print materials unless they are deemed standards in the field and important to the collection. Out-of-print titles are sought through finding services or online vendors, but procurement efforts will be abandoned if reasonable measures are unsuccessful.
- c. Textbooks are generally not purchased, though some disciplines require their inclusion in the collection if the literature of the field is routinely not disseminated in monographic titles.
- d. Electronic books will be purchased to support distance learning courses, if requested specifically by faculty, for out-of-print titles, or if only lesser quality paperbacks are available.

2. Serials (Periodicals and Continuations)

- a. Selection for serials is much more stringent than for monographs. Aspects considered in recommending purchase of new serial titles include, but are not limited to, such items as reputation of the publishers and editors, the nature of the publication itself (refereed, scholarly, newsletter), cost, growth in the program the serial would support, indexing available in the library, coverage in other titles the library already owns, and the interrelationship in all these criteria. Expensive or little-used titles may be discontinued after adequate

review. Approval of the department chair is required to initiate a subscription.

- b. Indexing in standard services is a crucial consideration in the decision to add a serial title to the collection.
- c. No reimbursements are made for serials acquired through individual or departmental memberships in professional or other organizations. Like all other titles, serials published by organizations are either subscribed to by the LRC (at institutional rates) or received as outright donations in kind.
- d. Electronic Journals: Journals in this format should be evaluated using the same criteria as for print journals. Additional considerations would include the existence of an FTP (file transfer protocol) archive site and/or archiving on the local system.

3. Nonprint materials

- a. Hardware compatibility must be evaluated before purchase. Only in rare circumstances may acquisitions funds be expended for hardware.
- b. Previewing is recommended before purchase.
- c. Due to current trends in technology and instructional preferences in media, motion audio/visual programming provides the bulk of media collection development. Whenever possible, DVD formats are preferred over other film formats. R rated DVDs are not usually ordered unless specifically requested by qualified faculty members. CD formats are preferred over the LP record and audiocassette format. For non-print formatted materials the library will acquire requested materials whenever it has available hardware. If the hardware is not available, these requests will be returned to be acquired through other channels.
- d. Microform format is recommended in the following circumstances:

- 1) For backfiles of periodicals, newspapers and documents because of low usage and/or minimum space consumption.
- 2) For materials subject to mutilation, theft or rapid deteriorations.
- 3) For materials whose high cost would not be affordable in hard copy.
- 4) For highly specialized documentary sets or series.

For titles containing information that does not reproduce well on microform such as colored illustrations or certain types of graphs, charts or statistics, hard copy purchase is recommended.

4. Electronic Resources

An "electronic resource" is defined as any work encoded and made available for access through the use of a computer. It includes both online data and electronic data in physical formats (e.g., CD-ROM). The selection of information in electronic formats is a collection development issue, no different conceptually than the selection of information in print, microform, manuscript, sound or video recording, and other formats. As with more traditional formats the cost of the work and the requirements of serving, cataloging, storing, and preserving must be considered in the decision. The library purchases CD-ROM formatted information as well as subscriptions to remote databases. CDs/remote databases that both enhance our print indexes and offer new/additional possibilities are considered as well as CDs/remote databases that provide information in such areas as reference, full text information, statistics, and government documents. Consideration for purchasing CDs and subscribing to remote databases will follow our regular policies with the following additions:

- a. An effort will be maintained to limit the number of software firms the library deals with.
- b. An effort will be made to offer a balance in subject disciplines.
- c. The joint library faculty will make final decisions regarding acquisition and accessibility.

COLLECTION DEVELOPMENT POLICY

- d. Content should be such that computerized searching renders it much more accessible than if published in print format.
- e. Log-on and searching procedures should be simple enough to afford first-time users some immediate success without staff help.
- f. Place of installation should not impede the use of other computerized databases and should be readily accessible to all authorized users.
- g. Required hardware and support service must be feasible in terms of LRC and computing services expertise and staff time.
- h. In general, it is the responsibility of the University Chief Financial Officer (CFO) to negotiate and sign licensing agreements.
- i. The Director of Technical Services will maintain a file containing copies of all licensing agreements and database contracts, regardless of the original Library signatory.
- j. The library unit, which houses or provides access to an electronic resource, is responsible for the day-to-day oversight of licensing requirements.
- k. Final responsibility for compliance with licensing agreements rests with the Library Director or her/his designee in consultation with appropriate University offices, as appropriate.

D Gifts

1. Gifts of books, money, or other materials are made to the library, which has all rights of disposition.
2. Library staff select items which fall within the parameters of policy and add them to the collection. The library reserves the right to handle all gifts as established in its Gift Procedures document.
3. The following categories of books will be discarded upon receipt:
 - Damaged books needing repair
 - Books showing signs of mold
 - Paperbacks
 - Textbooks
 - Duplicates
4. Gifts are not formally acknowledged but a written receipt is provided upon request. No appraisals of monetary value are offered as case law recognizes this as a clear conflict of interest.

De-acquisition or Weeding

A program of systematic identification of materials, which are no longer of value, is carried out on a continuing basis. Weeding is defined as the practice of discarding excess copies, rarely used books, and materials with incorrect information or no longer relevant to the curriculum or needs of students. LRC faculty take this responsibility seriously and recommend titles for removal only after adequate investigation as to their potential continued value to the collection. Some cases require the involvement of teaching faculty. The LRC liaisons work through their respective departments in such cases. Librarians review the library's holding and remove materials, which meet the following groups of criteria:

1. Usage/Age Criteria
2. Value/Quality Criteria
3. Deteriorating Materials Criteria

Criteria: Factors Within Each Group

Usage/Age:

- Frequency of use/potential use
- In-house use
- Interlibrary loan circulations
- Age: publication, imprint, or copyright: purchase/shelving date

Value/Quality:

- Subject matter
- Historical importance

- Cost
- Availability of other materials in the field
- Physical appearance/condition relative to other factors of importance

Deterioration:

- Worn or damaged
- Aged or dirty
- Superseded
- Duplicated

General guidelines for weeding are:

- Last date of circulation – If the material has not been in general use during the last three to five years (depending upon the type of material).
- Physical condition – If the item is badly worn or excessively dirty, it may be weeded, and a decision concerning replacement should be made.
- Timeliness – This is one of the most frequent criteria: Reference may be to: (a) out-of-date materials, particularly in the sciences and technology. A rule of thumb is to reconsider almost anything more than three to five years of age; (b) materials no longer in demand, or that no longer support the curriculum; (c) older editions no longer used; and (d) dated textbooks, where they are part of the collection.
- Reliability – Viewpoints change and must be reflected in the collection.
- Ephemera – Certain subject areas go out of fashion and use. This type of fad literature should be weeded, particularly when it is found that a title no longer circulates, is no longer timely, or the information seems unreliable.

COLLECTION DEVELOPMENT POLICY

- Duplicates – Where there are duplicates and none seem to be circulating or used, a single copy may be all that is needed. At a later date the single copy should be reconsidered for weeding.
- Reference works should be given special attention in order that all the above criteria be applicable in all of the special areas. Current information in this area is critical.

Collections

A Reference

This is a collection of books and electronic sources selected to serve as a convenient source of either quick reference, or as extended bibliographic and other research information. Guides for accessing other collections and libraries are an integral part of the reference collection. The works chosen for the collection should supply as many reliable facts as possible with a minimum of duplication and overlap. Materials in the reference collection are reviewed quarterly, and outdated publications are removed or updated. The types of materials in this collection include:

1. Encyclopedias, general and specific
2. Almanacs and yearbooks
3. Handbooks and dictionaries in all fields of knowledge
4. Directories of people, institutions, firms
5. Atlases and gazetteers
6. Statistical compendia
7. Indexes and abstracts
8. Bibliographies – national, trade, and subject
9. Biographical directories – general, national, regional, professional, and occupational, with both retrospective and current coverage

Additional criteria for consideration:

1. Accuracy and authenticity
2. Scope and depth of coverage
3. Historical perspective as well as currency of data
4. Ease of use, such as special locating features

B Periodicals

The library currently receives approximately _____ serial titles. Some of these are classed and shelved with the reference collection. Current, unbound periodicals and newspapers are circulated within a serviced area. A small number of these titles are not retained permanently, but are discarded after a specified period of retention. The circulation policy for this area is maintained by the Periodicals Department. In most cases, bound journals and microform serials do not circulate.

Basic criteria for evaluating titles for either addition or deletion:

1. Present use of periodicals in the subject area under consideration
2. Projected future use
3. Critical review of the journal under consideration by experts in the field
4. Inclusion in a prominent abstracting or indexing source available at the library

Newspapers: The library maintains subscriptions to representative newspapers of leading U.S. cities and selective local papers of Oklahoma.

Additional criteria:

1. Relevance of the newspaper to specific courses
2. Current coverage of major geographic area

3. Representation of diverse political and social viewpoints
4. Indexes owned by the library

C Curriculum Media Center

This collection is intended primarily as a research collection first and as leisure reading second. Librarians, teachers, and others studying to work with children are primary users of this collection. Outstanding children's literature, including award winners, highlights the collection. Reference books and nonfiction titles in a wide range of topics will be considered for this collection.

Materials are collected for the juvenile collection in a variety of formats. The collection is selective, rather than comprehensive, including representative materials that might be found in good elementary, junior, and senior high school libraries.

Juvenile books are collected in the following categories:

1. Boston-Globe/Hornbook Award
2. Boston-Globe/Hornbook Honors
3. New York Times Best Illustrated
4. School Library Journal Best Books
5. Caldecott Medal
6. Newbery Medal
7. Caldecott/Newbery Honors
8. American Library Association Notables
9. Mildred Batchelder Award
10. Coretta Scott King Award/Honors

11. Kate Greenaway Medal

12. Carnegie Medal

Textbook and Curriculum Collection (K-12)

The intended purpose of the K-12 textbook and curriculum collection is to provide examination and study copies of textbooks and curriculum materials for experienced teachers and teachers in training. Therefore, the library:

1. Provides a textbook collection that consists of series published by major vendors.
2. Select textbook series from the publishers' catalogs and suggestions from the College of Education faculty
3. Purchase the student edition along with the teacher edition only when the teacher edition does not include the student copy as part of the text
4. Purchase only the latest published textbook series

Weeding of textbooks:

1. Out-of-print textbook series are weeded
2. Textbooks more than ten years old will be withdrawn
3. A historical collection of children's books and professional books will include a sampling of textbooks over ten years old that are no longer appropriate for the textbook collection but relevant to courses being taught in the College of Education

D Timko-Barton Listening Room

Housed in the Timko-Barton building, this collection houses the collections of printed music, music sound recordings, other music audiovisuals, and a small, ready-reference collection.

COLLECTION DEVELOPMENT POLICY



**Theology Library
John D. Messick Learning Resources Center
Oral Roberts University**

Revised September 12, 2012

(An Appendix to the University Library's Collection Development Policy)

Mission Statement

The Theology Library is the collection of theological materials within the University Library. Its primary mission is to support the academic programs and research projects of the College of Theology and Ministry and to serve their faculty, staff, and students by guiding them in the use of the library resources. The mission of the Theology Library is the same as that of the Library as a whole: "The Library provides information resources, services, and facilities that support the academic programs and meets the learning, teaching, research, and other informational needs of the University."

Programs and Clientele Supported

The Theology Library supports the graduate programs offered by the Graduate School of Theology and Ministry (ST&M) and the baccalaureate program offered by the Undergraduate Theology Department. The ST&M offers the Master of Divinity, the Master of Arts, and the Doctor of Ministry degrees, and the Theology Department offers the Bachelor of Arts degree.

The Doctor of Ministry program provides professional training for practical ministry. It offers courses in Biblical Literature, Theological and Historical Studies, and Practice of Ministry (Christian education, pastoral care and counseling, missions, church growth, evangelism, church and society, homiletics, and administration).

The Master of Divinity is the basic professional degree for ordained ministry. The program includes courses in Biblical Literature, Theological and Historical Studies, and Practical Ministry.

The Masters of Arts programs provide both academic and professional concentrations of study. They include Biblical Literature with two available concentrations (Advanced Languages or Judaic-Christian Studies), Theological/Historical Studies, Christian Counseling with one available concentration (Marital and Family Therapy), Missions, and Practical Theology with one concentration (Teaching Ministries).

The Bachelor program offers majors in Biblical Literature with three possible concentrations (English Bible, Old Testament, or New Testament); Theological/Historical Studies with two concentrations (Christian Philosophy or Theology and Church History); and Ministry & Leadership with seven concentrations (Church Administration, Evangelism and Outreach, Local Church Pastor, Missions, Pastoral Care, Teaching Ministries, or Youth Ministry). Minors are offered in these same areas as well as in Biblical Languages, Jewish Studies, and Preseminary.

The Theology Library also supports part of the general education requirements for the entire undergraduate student body. These include six credit hours in Biblical Literature and three in Theology.

The Holy Spirit Research Center (HSRC), a special collection of the Theology Library, serves researchers who are doing studies on the Charismatic Movement including classical Pentecostalism, the Charismatic Renewal of mainline denominations, and independent Charismatic churches. The HSRC serves researchers who come from outside as well as from within the University.

General Collection Guidelines

Theological scope:

The collection reflects the context out of which the University has emerged, that of the historic Christian faith with emphasis on the Charismatic dimension. Priority is given to materials that support the uniqueness of the University. At the same time the Theology Library includes materials from a wide variety of theological and denominational perspectives in accord with the STM statement of philosophy: "As a multi-denominational seminary, the [STM] seeks to prepare students for ministry within their own particular traditions, churches, and cultures . . . to introduce students to the ongoing ecumenical dialogue concerning the nature of the Church and to broaden their awareness of the larger Body of Christ."

Languages:

Priority is given to the English language, but materials in German and French are selectively collected if English translations are not available. Some Hebrew, Coptic, and Ugaritic materials are collected.

Historical time frame:

Virtually all time frames from ancient to modern are covered as appropriate to curriculum and research needs.

Geographical coverage:

The collection focuses primarily on American and Western European, but materials from any geographical location that fall within the other parameters of this collection development policy may be collected.

Selection Criteria

Level of scholarship: The Theological Library collects primarily scholarly materials since support of academic programs and research is its highest priority. Preference is given to works written by authors who have been recognized as experts in their field or to those produced by scholarly publishers. Popular materials on Christian life and spirituality by respected authors, ministers, and laypersons are also collected but to a lesser extent. The rationale for the collection of these popular materials is the University's emphasis on spiritual growth as "the foremost consideration in the development of the whole person."

Reviews/listing in standard bibliographies: Preference is given to titles that receive positive reviews in scholarly journals and other review sources as well as to those listed in standard theological bibliographies and/or best book lists.

Balanced subject coverage: An important concern in making selection decisions is whether the material under consideration will contribute positively to the process of attaining and maintaining a balance within the collection. At a minimum, a balance means equitable coverage of the major subject areas: Biblical literature, theological and historical studies, and practical ministry.

Balance between currency and historicity: A balance between obtaining current and older materials is desired. While selections are made primarily from current materials since those are the most readily available for purchase, the Theology Librarian actively seeks retrospective titles to fill gaps.

Demand: Specific faculty requests are filled when they meet the general collection guidelines and selection criteria.

Lasting value: Materials of obviously short-term value are not collected. Emphasis is placed on acquiring those materials that will benefit the collection the most in the long term.

Other criteria: Additional criteria to be considered are: accuracy and authenticity, price, and quality of paper and binding.

FORMATS

The Theology Library follows the guidelines of the University Library collection development policy with the following emphases and exceptions:

- Books: In the field of theology and Biblical literature the purchase of retrospective books and the replacement of lost, worn, or damaged books tend to be more important than in many other fields. Theses and dissertations are collected as they provide useful bibliographies and serve as examples of research from other institutions of higher learning.
- Journals and other Serials: Both current and retrospective collection is important in this format. As a special collection, the HSRC collects comprehensively both scholarly and popular Charismatic/Pentecostal journals, magazines, and newsletters.
- When available, e-books are generally given priority over print
- CDs, DVDs, open access Internet resources, videocassettes, audiocassettes, and manuscripts and other primary sources.
- Databases: Library faculty members make recommendations for databases as curriculum and research needs dictate.

Collecting Levels*:

L.C. Class	Description	Current Level	Desired Level
BL	Religions. Mythology.		Instructional
BM	Rationalism	Instructional	Research
	Judaism	Instructional	

BP	Islam. Bahaism. Theosophy, etc.	Minimal	Basic
BQ	Buddhism	Minimal	Basic
BR	Christianity (General)	Instructional	Instructional
BS	The Bible and exegesis	Instructional	Research
BT	Doctrinal theology. Apologetics	Instructional	Research
BV	Practical theology	Instructional	Research
BX	Denominations and sects	Instructional	Instructional

*See Collection Code definitions on page 8.

Responsibility for Selection

The primary responsibility for selecting materials for the Theology Library rests with the Theology Librarian. The Dean of Learning Resources also selects theological materials and determines the budget parameters within which the Theology Librarian must work. The Acquisitions Librarian has the option to make additional selections as deemed necessary. The Director of the HSRC selects for the HSRC in coordination with the Theology Librarian. The faculty of the ST&M and the Theology Department are considered subject specialists whose purchase requests are given serious consideration. The suggestions by other University librarians are also considered.

Selection Resources

Identification sources:

- Requests by ST&M and Theology Department faculty and department chairpersons
- Publishers' catalogs
- Interlibrary loan requests
- Materials indexed in the *ATLA Religion Database* and other religion databases

Review sources:

- Library journals such as *Choice* and *Library Journal*
- Theological journals (e.g. *Pneuma*, *The Scottish Journal of Theology*, *Journal of Biblical Literature*, *Interpretation*)
- Scholarly Internet sources (e.g. ATLANTIS Reference Reviews)
- ST&M and Theology Department faculty who have actually read the materials

Bibliographies/Best book lists

- Bibliographies from ST&M and Theology Department professors and course syllabi
- Bibliographies from M.A. theses and D.Min. projects
- General book and journal lists: e.g. *Choice's Outstanding Academic Books*, *Magazines for Libraries*, *Reference Sources for Small and Medium-sized Libraries*
- Theological book lists: e.g. ATLA Monograph Series

The Selection Process

- Evaluate collection to determine strengths and weaknesses.
- Set priorities based on the evaluation of the collection, desired collecting levels, and general collection guidelines.
- Find titles that meet the priorities that have been set using the appropriate identification sources.
- Select the titles one by one, taking into consideration any reviews and/or their presence or absence from standard bibliographies or best book lists as well as by applying the selection criteria.

Weeding Policy

- Because theological materials tend to retain much of their value as they become older, weeding is generally limited to the discarding of unusable materials.
- When more extensive weeding is deemed necessary (e.g., if space is needed), criteria to be considered are: use, publication date, curriculum needs, format, and unnecessary duplication.

Cooperative Arrangements and Other External Resources

The Theology Library is integrated into the main University Library and thereby benefits from several overlapping subject areas such as Behavioral Science (e.g. counseling) and Modern Language (e.g., French, German, and modern Hebrew).

The Oklahoma Department of Libraries provides virtually free access to some of the FirstSearch and EBSCO electronic databases, e.g., *Academic Search Premier*, *WorldCat*, and *Article First*.

The University Library is a member of OCLC. This membership allows copy cataloging and inter-library loans as well as gives opportunities for on-going training for the University librarians.

The University students are permitted access to the Tulsa City-County Library system and the libraries of Oklahoma State University (Tulsa) and Tulsa Community College.

The Theology Library has a cooperative arrangement with Temple Israel (Tulsa, Oklahoma), which gives the University's theological students and faculty access to its Judaica materials. In exchange the University Library has made Temple Israel's holdings searchable from the ORU public access catalog.

The Theology Library has a reciprocal agreement with Livets Ord University (Sweden). The holdings are searchable on the University Library's online public access catalog.

The University's theological students have access to the First United Methodist Church Library (Tulsa, OK) which has a strong collection of Methodist materials, as well as to the library collection at Phillips Theological Seminary (Tulsa, OK).

The Theology Librarian is currently looking into opportunities for cooperative arrangements with other local religious libraries including those of seminaries, Bible schools, and churches.

Intellectual Freedom Statement

In accordance with the general collection guidelines and selection criteria of this policy, the University Library strives to collect materials representing all points of view. Materials are not excluded or removed from the collection because of partisan or doctrinal disapproval. The University Library subscribes to the American Library Association (A.L.A.) Library Bill of Rights (see p. 10) and at the same time supports the University Honor Code. The dynamic tension that exists between intellectual freedom and moral standards is endemic in virtually any institution or culture that values both freedom of thought and freedom of religion.

Confidentiality Statement

The University Library does not reveal any patron information including registration, circulation records, or reference interviews to anyone including unauthorized University personnel, except in accordance with a proper and valid court order or subpoena. Upon receipt of a court order or subpoena, consultation is made with the University's legal counsel to determine if it is proper and valid. No records are released until such a time that the order or subpoena has been determined to be valid and proper. Any threats or unauthorized demands in this regard are reported to the Dean of Learning Resources and the University's legal counsel. Any problems relating to patron confidentiality which are not provided for above are referred to the Dean of Learning Resources. Patron records are not preserved beyond the period of their utility in standard library operations.

Copyright

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement.

American Library Association Collection Level Codes*

- A. *Comprehensive Level.* A collection in which a library endeavors, so far as is reasonably possible, to include all significant works of recorded knowledge (publications, manuscripts, other forms) for a necessarily defined field. This level of collecting intensity is that which maintains a "special collection": the aim, if not the achievement, is exhaustiveness.
- B. *Research Level.* A collection, which includes the major published source materials, required for dissertations and independent research including materials containing research reporting, new findings, scientific experimental results, and other information useful to researchers. It also includes all important reference works and a wide selection of specialized monographs, as well as an extensive collection of journals and major indexing and abstracting services in the field.
- C. *Study Level.* A collection which supports undergraduate or graduate course work or sustained independent study; that is, which is adequate to maintain knowledge of a subject required for limited or generalized purposes, of less than research intensity. It includes a wide range of basic monographs, complete collections of the works of important writers, selections from the works of secondary writers, a selection of representative journals, and the reference tools and fundamental bibliographical apparatus pertaining to the subject.
- 1) *Advanced Study Level.* A collection which is adequate to support the course work of advanced undergraduate and masters degree, or sustained independent study; that is, which is adequate to maintain knowledge of a subject required for limited or generalized purposes, of less than research intensity. It includes a wide range of basic monographs both current and retrospective, complete collections of the works of more important writers, selections from the works of secondary writers, a selection of representative journals, and the reference tools and fundamental bibliographical apparatus pertaining to the subject.
 - 2) *Initial Study Level.* A collection which is adequate to support undergraduate courses. It includes a judicious selection from currently published basic monographs (as are represented by Choice selections) supported by seminal retrospective monographs (as are represented by Books for College Libraries); a broad selection of works of more important writers; a selection of the more significant works of secondary writers; a selection of the major review journals; and current editions of the more significant reference tools and bibliographies pertaining to the subject.
- D. *Basic Level.* A highly selective collection which serves to introduce and define the subject and to indicate the varieties of information available elsewhere. It includes major dictionaries and encyclopedias, selected editions of important works, historical surveys, important bibliographies, and a few major periodicals in the field.
- E. *Minimal Level.* A subject area in which few selections are made beyond very basic works. Note: Subject fields completely out of scope for the Library's collections are assigned code "0" to indicate not collected.

* American Library Association, Collection Development Committee, *Guidelines for Collection Development* (Chicago: American Library Association, 1979), pp. 3-4.

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

1. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
4. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
5. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
6. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 18, 1948; amended February 2, 1961, and January 23, 1980, by the ALA Council.



Challenged Materials

The American Library Association declares as a matter of firm principle that it is the responsibility of every library to have a clearly defined materials selection policy in written form which reflects the Library Bill of Rights, and which is approved by the appropriate governing authority.

Challenged materials which meet the criteria for selection in the materials selection policy of the library should not be removed under any legal or extra-legal pressure. The Library Bill of Rights states in Article I that "Materials should not be excluded because of origin, background, or views of those contributing to their creation," and in Article II, that "Materials should not be proscribed or removed because of partisan or doctrinal disapproval." Freedom of expression is protected by the Constitution of the United States, but constitutionally protected expression is often separated from unprotected expression only by a dim and uncertain line. The Constitution requires a procedure designed to focus searchingly on challenged expression before it can be suppressed. A library patron may question or challenge the suitability of certain materials found in the collection. Written complaints will be considered within the guidelines outlined in this policy. The patron's concerns and documentation will then be referred to the Library Director. The Library Director, with reference to these collection development policy guidelines including the Library Bill of Rights, will meet such questions appropriately.

Therefore, any attempt, be it legal or extra-legal, to regulate or suppress materials in libraries must be closely scrutinized to the end that protected expression is not abridged.

Adopted June 25, 1971; amended July 1, 1981; amended January 10, 1990, but the ALA Council.

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Standard License Agreement

*[Note: Information that will often vary from case to case is in **italics**.]*

This License Agreement (this "Agreement") is made effective as of *date* (the "Effective Date") between *Publisher of Address of Publisher, City of Publisher, State of Publisher, Country of Publisher Postal Code of Publisher ("Licensor")* and The Regents of the Oral Roberts University, a non-profit academic institution, with its principal offices at Oral Roberts University, 7777 South Lewis Avenue, Tulsa, OK 74171, USA ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Content of Licensed Materials; Grant of License

The materials that are the subject of this Agreement shall consist of *electronic information published by Licensor* (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

II. Delivery/Access of Licensed Materials to Licensee

Licensor will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized locations of Licensee.

III. Fees

Licensee shall make payment to Licensor for use of the Licensed Materials as follows:

To be negotiated.

All fees are due and payable by Licensee sixty (60) days after the date of invoice from Licensor.

IV. Authorized Use of Licensed Materials

Authorized Users. "Authorized Users" are:

Persons Affiliated with the Oral Roberts University. Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee and the institution of which it is a part, regardless of the physical location of such persons.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

Access by and Authentication of Authorized Users. Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor.

Authorized Uses. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international copyright laws. In addition, the Licensed Materials may be used for

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purposes of research, education or other non-commercial use as follows:

Display. Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

Digitally Copy. Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials.

Print Copy. Licensee and Authorized Users may print a reasonable portion of the Licensed Materials.

Recover Copying Costs. Licensee may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.

Archival/Backup Copy. Upon request of Licensee, Licensee may receive from Licensor and/or create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement, or as required to exercise Licensee's rights under section XI, 'Perpetual License', of this Agreement.

Course Packs. Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.

Electronic Links. Licensee may provide electronic links to the Licensed Materials from Licensee's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee agrees to make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor. Licensor will also provide means for Licensee to link directly from records in Licensee's bibliographic computing systems to the content in the Licensed Materials at the title, issue, and article levels, using standard Internet communications and applications protocols, and such other methods as may be agreed to by Licensor and Licensee.

Interlibrary Loan. Licensee may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan.

(1) Upon an adequate consideration from the Licensor, Licensee agrees to maintain records respecting Licensee's use of Materials in such Interlibrary Loans and to provide such records to Licensor upon request.

(2) Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and the Guidelines for the Proviso of Subsection 108(2g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

Amount of Authorized Use.

Unlimited Access. Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited access to the Licensed Materials.

V. Specific Restrictions on Use of Licensed Materials

Unauthorized Use. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify, manipulate, or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs.

VI. Mutual Performance Obligations

User Surveys. Licensee and Licensor shall cooperate on the preparation and provision of user surveys to solicit feedback on the Licensed Materials from Authorized Users.

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

VII. Licensor Performance Obligations

Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

Documentation. Licensor will provide and maintain help files and other appropriate user documentation.

Training and Support. Licensor will offer installation support, including assisting with the implementation of any Licensor software. Licensor will provide appropriate training to Licensee staff relating to the use of the Licensed Materials and any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's locale.

Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of Licensor, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Licensee and its Authorized Users.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed by Licensee under this Agreement.

Notification of Modifications of Licensed Materials. Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensor and/or that portions of the Licensed Materials may migrate to other formats. Licensor shall give a ninety (90) day notice of any such changes to Licensee. Failure by Licensor to provide such notice shall be grounds for immediate termination of the Agreement by Licensee.

Completeness of Content. Where applicable, Licensor shall use reasonable efforts to ensure that the online content is equivalent to print versions of the Licensed Materials, represents complete, faithful and timely replications of the print versions of such Materials, and will cooperate with Licensee to identify and correct errors or omissions.

Continued Training. Licensor will provide regular system and project updates to Licensee as they become available. Licensor will provide additional training to Licensee staff made necessary by any updates or modifications to the Licensed Materials or any Licensor software.

Notice of Terms of "Click-Through" License Terms. In the event that Licensor requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials

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(commonly referred to as “click-through” licenses), Licensor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such “click-through” licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such “click-through” licenses and this Agreement, the terms of this Agreement shall prevail.

Year 2000 Compliance. Licensor certifies that the Licensed Materials are year 2000 compliant; that is, the Licensed Materials will operate properly in the Year 2000 and beyond and in situations where dates of the year 2000 and beyond are used.

Compliance with Americans with Disabilities Act. Licensor shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Accessibility Initiative Accessibility Guidelines: Page Authoring, which may be found at <http://www.w3.org/wai/wd-wai-pageauth>.

VIII. Licensee Performance Obligations

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Provision of Notice of Intellectual Property Right to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Licensor in the Licensed Materials. Licensee shall promptly notify Licensor of any infringement that comes to Licensee's attention, and take appropriate steps to avoid its recurrence.

Protection from Unauthorized Use. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate such Authorized User's access to the Licensed Materials, (b) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing a sixty (60) day notice to Licensee and cooperation with the Licensee to avoid recurrence of any unauthorized use.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party.

IX. Term

This Agreement shall continue in effect for *length of time* commencing on the Effective Date.

X. Renewal

This agreement shall be renewable at the end of the current term for a successive *length of time* term unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term.

XI. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period,

the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XII. Perpetual License

Notwithstanding anything else in this Agreement, Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

XIII. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

Licensor warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of ninety (90) days from delivery.

XIV. Limitations on Warranties

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XV. Indemnities

The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS

APPLICABLE TO THIS INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

XVI. Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XVII. Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in California shall have jurisdiction to hear any dispute under this Agreement.

XVIII. Dispute Resolution

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties can not by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than sixty (60) days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

XIX. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

XX. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XXI. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XXII. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XXIII. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXIV. Notices

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to Licensor:

Publisher

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Address of Publisher
City of Publisher
State of Publisher
Country of Publisher
Postal Code of Publisher

If to Licensee:

Oral Roberts University
7777 South Lewis Avenue
Tulsa, OK 74171
USA

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

BY: _____ DATE: _____

Signature of Authorized Signatory of Publisher

Print Name:
Title:
Address:
Telephone No.:
E-mail:

LICENSEE:

BY: _____ DATE: _____

Signature of Authorized Signatory of Licensee

Print Name:

Title:
Address:
Telephone No.:
E-mail: