

Agreement to use the Libraries Australia Services provided by the National Library of Australia

BETWEEN (the "User")

Australian Business Number (ABN):

[insert above, name of corporation/statutory body/Department of State who will purchase the right to use the Libraries Australia Services, and ABN and address of the User]

AND

National Library of Australia ("NLA") (ABN 28 346 858 075), a body corporate established by the *National Library Act 1960* (the NLA) of Parkes Place, Canberra Australian Capital Territory.

Dated [.....] *[The User must insert the date of the Agreement.]*

1. Definitions

1.1 In this Agreement:

- (a) "Agreement" includes these terms and conditions and Attachments A, B and C;
- (b) "Approved Purposes" means for the purposes of Libraries Australia or any purposes incidental to or related to that purpose;
- (c) "British Library" means the British Library Board, a body corporate established under the British Library Act 1972, of 96 Euston Road London NW1 2DB United Kingdom;
- (d) "Consortium" means a group of member representatives from companies, libraries, agencies or cooperatives which work together and is itself empowered to represent its members as a legal entity;
- (e) "Copy" means a copy of a journal article or book extract, which may be supplied to the User in either electronic or hard copy format;
- (f) "Copyright Declaration" means the form available at <http://www.bl.uk/reshelp/atyourdesk/docsupply/help/copyright/copybl/decform.pdf>;
- (g) "End User" means the individual who requested the Copy.
- (h) "GST" has the meaning given by the GST Law, and includes any additional tax, penalty tax, fine, interest or other charge;
- (i) "GST Law" means the same as in the *A New Tax System (Goods and Services Tax) Act 1999*;
- (j) "Libraries Australia Client" means the run-time copy of the OCLC Windows Intelligent Bibliographic Workstation (WinIBW client) software;
- (k) "Libraries Australia Client Licence" means the licence referred to in Attachment C;
- (l) "Libraries Australia Databases" mean the databases described in the attachment to this Agreement entitled "Attachment A Description of Libraries Australia Services";

- (m) “Libraries Australia Document Delivery Service” means the interlibrary loan management system provided as part of the Libraries Australia Services;
- (n) “Libraries Australia Search Service (LASS)”, “Libraries Australia Document Delivery” (LADD), Service, “Libraries Australia Document Delivery Payment Service (LADDPS)” are described in the attachment to this Agreement entitled “Attachment A Description of Libraries Australia Services”;
- (o) “Libraries Australia Services” means all services provided to a User under this Agreement and includes the provision of a Libraries Australia Client Licence, if applicable;
- (p) Libraries Australia Training Service Provider (LATSP)” means a person authorised by the NLA to provide Libraries Australia training;
- (q) “Libraries Australia Record Export Service (RES)” enables libraries to obtain MARC21 records from Libraries Australia via the Internet;
- (r) “Library Privilege Service” means the British Library’s Library Privilege Service for research or private study of non-commercial purpose in compliance with UK copyright law as described at <http://www.bl.uk/reshelp/atyourdesk/docsupply/help/copyright/libraryprivilege/>
- (s) “Subscription” is specified in detail in the attachment to this Agreement entitled “Attachment B Libraries Australia Subscription”;
- (t) “Tax Invoice” means a tax invoice complying with the requirements of the GST Law;
- (u) “Working Day” means all days except Saturdays, Sundays and public holidays in the Australian Capital Territory;
- (v) “WorldCat” is the world’s largest network of library content and services, hosted in the United States by the Online Computer Library Center (OCLC).

In interpreting these definitions, a singular word includes the plural and vice versa.

2. Term of Agreement

This Agreement operates as a new Agreement (for new users) or as an amendment to an existing Agreement (for existing users), as set out in this clause:

- (a) for new users, this Agreement commences on the date it is signed by the User and continues for one year from that date, and thereafter will be automatically extended annually unless either party notifies the other party in writing thirty (30) Working Days prior to the commencement of the forthcoming extension date that it does not agree to the extension; and
- (b) for existing users, this Agreement commences on 1 July 2011, and continues for the period set out in clause 2(a).

3. Libraries Australia Services

3.1 The User wishes to purchase the right to use the following Libraries Australia Services:

| The right to use | Notes | Please indicate with a Tick |
|---|--|-----------------------------|
| (i) the Libraries Australia Search Service including unlimited searches of: <ul style="list-style-type: none"> • Australian National Bibliographic Database (ANBD) • Singapore National Union Catalogue (SILAS) | These services are included in the Subscription. | √ |

| | | |
|--|---|--|
| <ul style="list-style-type: none"> • Te Puna (New Zealand) • Free search targets including the Library of Congress and the British Library • Consortium of [British] University Research Libraries (CURL) OPAC • OCLC WorldCat • APAIS (excluding State/Territory, national, university and overseas libraries) • Powerhouse Museum • National Film and Sound Archive <p>Note: this list of unlimited use databases may be varied from time to time.</p> | | |
| (ii) pay-per-search databases which may be added from time to time. | See Attachment B for payment details. | |
| (iii) the Libraries Australia Cataloguing Service. | This is included in the Subscription. Please indicate here to be registered for this Service. | |
| (iv) the Libraries Australia Document Delivery Service & the Libraries Australia Document Delivery Payment Service (Supply charges may be imposed by the supplying library). | This is included in the Subscription. Please indicate here to be registered for these Services. | |

3.2 Subject to clause 3.5, a right to use the Libraries Australia Services under this Agreement gives the User the right to:

- (a) access and search the Libraries Australia databases;
- (b) copy or receive data from the Libraries Australia databases onto the User's own databases; and
- (c) print data which has been copied or received from the Libraries Australia databases.

3.3 The User's right to access, search, copy, receive and print data under clause 3.2 belongs to the User organisation as a whole and includes the right to allow:

- (a) its employees, agents and contractors to access, search, copy, receive and print data in accordance with this Agreement for the purposes of the organisation; and
- (b) where the User organisation is offering a library service, patrons using that library service to search, copy, receive and print data in accordance with this Agreement for the member's or library patron's own research purposes.

3.4 The User acknowledges that they are liable for:

- (a) any breach by an employee, agent, contractor, member of the User or person using a library service offered by the User, of the restrictions imposed on the User under this Agreement; and

- (b) any loss or damage to the NLA caused by any breach referred to in clause 3.4(a).
- 3.5 Libraries Australia Services are sustained through national cooperation and rely on the practice of reciprocity in all dealings between member libraries, including the User. As such, members should ensure that they will not engage in activities that diminish the value of Libraries Australia Services. In particular, the User must not:
 - a) sell, trade or in anyway provide data copied or received from the Libraries Australia Databases to any other person or entity; or
 - b) subject to clause 3.3, allow any other person to access the Libraries Australia Databases.
- 3.6 Where a User manages a Consortium on behalf of a group of Users, the Consortium will be required to:
 - (a) acknowledge by signing this Agreement that it was not set up purely for the purpose of providing access to Libraries Australia Services;
 - (b) provide a list of members of the Consortium at the time of signing the Agreement to the NLA;
 - (c) advise the NLA of any changes to the Consortium membership by providing an updated list of members whenever a member joins or leaves the Consortium;
 - (d) negotiate with the NLA the Subscription fee for any new member which chooses to join the Consortium in accordance with the Subscription model devised for the relevant sector; and
 - (e) nominate office bearers and/or staff who will be the primary point of contact with the NLA.
- 3.7 In the event that the NLA makes non-NLA owned databases available for the User to use as part of Libraries Australia Services, the User consents to the NLA providing the User's name and a statement of the User's rights under this Agreement to the licensor of the database which has been made available for use.
- 3.8 Users who copy or receive MARC21 records onto their own databases from any non-NLA owned databases available for the User to use as part of the Libraries Australia Services must:
 - (a) report (add) those records with holdings onto the Australian National Bibliographic Database within ninety (90) Working Days of obtaining the records from the non-NLA owned database, unless a holding on those records has been added to the Online Computer Library Center (OCLC)'s WorldCat database at <www.worldcat.org>;
 - (b) comply with all requirements in relation to identifying the source of the MARC21 record as published on the NLA's website at <www.nla.gov.au/librariesaustralia/products/index.html>; and
 - (c) comply with any requirements in relation to the use of any non-NLA owned database that the NLA may, from time to time, publish on the NLA's website.
- 3.9 The User may, during the term of this Agreement, request:
 - (a) the right to access pay-per-search services, or the Libraries Australia Document Delivery Service, or the Libraries Australia Document Delivery Payments Service, or the Libraries Australia Cataloguing Service on the terms and conditions of this Agreement.
- 3.10 If the User wishes to access additional Libraries Australia Services under clause 3.9 it must provide the NLA with a written request specifying the additional right or rights required and the NLA will, as soon as reasonably practicable after receipt of the written request, authorise the User to access those Services.
- 4. The Libraries Australia Document Delivery (LADD) Service – Optional Service**
(Clause 4 only applies if the User has placed a tick in the box in clause 3.1(iv) above)
- 4.1 NLA will provide the User with an account to enable the User to:

- (a) request the delivery of documents; and
 - (b) respond to requests by other Users for documents,
- in accordance with the terms and conditions of this Agreement.
- 4.2 The User must, on a daily basis Monday to Friday, read and respond to all requests for documents and for information in relation to progress of document requests through the LADD Service that have an authorisation status of “to be acknowledged”, such requests to include:
- (a) incoming requests;
 - (b) overdue and recall notices; and
 - (c) requests for renewals of loans.
- 4.3 Where the User is unable to supply for more than one day, the User must use the “suspend” facility so that requests are not routed to the User.
- 4.4 Before the User commences to use the LADD Service, the User must (or where the User is an organisation, one person from the organisation who will use the service must) complete either:
- (a) a Libraries Australia Document Delivery online training course, under the direction of a Libraries Australia Training Service Provider authorised to administer this course; or
 - (b) a Libraries Australia Document Delivery training course conducted by a Libraries Australia Training Service Provider authorised by the NLA.
- 4.5 Where the User has registered through Libraries Australia to request Copies from the British Library (BL), the User must:
- (a) acknowledge and agree that they bear sole responsibility for deciding whether an End User is eligible to request a Copy through the Library Privilege Service (LPS);
 - (b) obtain a Copyright Declaration from the End User for each Copy requested through the LPS, and retain such forms for six years commencing at the end of the calendar year during which the Copyright Declaration is received from the End User;
 - (c) allow BL or its authorised representative to inspect these Copyright Declarations on reasonable notice not more than once every year;
 - (d) ensure that the copyright notice is not removed from the Copy;
 - (e) if copyright in the Copy is infringed or there is any unauthorised use of such Copy, provide to BL all documents relevant to the alleged breach or unauthorised use; and
 - (f) acknowledge BL’s right to take legal action directly against the User or End User if any of the conditions in this clause 4.5 are breached.
- 5. Libraries Australia Document Delivery Payment Service (LADDPS) – Optional Service (Clause 5 only applies if the User has placed a cross in the box in clause 3.1(iv) above)**
- 5.1 The User must pay all invoices, within the time specified on the invoice, rendered by the NLA in respect of payments to parties who have delivered documents to the User using the Libraries Australia Document Delivery Service.
- 5.2 The NLA must pay the User, at a minimum on a quarterly basis, all fees that the NLA has collected from parties who have requested documents from the User using the Libraries Australia Document Delivery Service.
- 5.3 The NLA must notify Users of the names of parties who have requested documents from the User using the Libraries Australia Document Delivery Service and who have failed to pay the NLA for the documents received from the User for more than two months after the issue of an invoice requesting payment.

5.4 The User acknowledges that the recovery of outstanding payments from parties who have requested documents from the User using the Libraries Australia Document Delivery Service is the responsibility of the User.

5.5 The User acknowledges that the NLA may subcontract the provision of the Libraries Australia Document Delivery Payment Service to a third party to provide the service in accordance with the Agreement.

6. Charges and Fees

6.1 The User must within fourteen (14) Working Days of receipt of a Tax Invoice or Recipient Created Tax Invoice from the NLA pay the NLA:

- (a) any Subscription fees; and
- (b) the charges incurred by the User for the Libraries Australia Services used by the User in the invoice period,

in accordance with the terms set out in the document attached to this Agreement headed "Attachment B Libraries Australia Subscription".

6.2 For the purpose of this clause, User includes a library that is not a party to this Agreement.

6.3 The User is responsible for payment of all sales, use, value added, or similar taxes assessed on the services provided by the NLA to the User.

6.4 The charges payable to the NLA under this Agreement are inclusive of GST, subject to clause 6.5, and the NLA will not require the User to pay to the NLA any further amount for GST under this Agreement.

6.5 If payment under an indemnity to the NLA gives rise to a liability for the NLA to pay GST, the User must pay and indemnify the NLA against the amount of the GST.

6.6 The User agrees to pay all charges directly arising from the improper use of the User's account numbers and passwords provided by the NLA unless such charges result from the NLA's failure to exercise due care in preserving the confidentiality of such account numbers and passwords.

6.7 The NLA may vary the charges throughout the Term on forty (40) Working Days prior notice to the User of the charges variation.

6.8 Where the amount of GST differs for any reason from the amount of GST paid or payable to the Commonwealth by the NLA, the NLA agrees to provide the User with an adjustment note in this respect within twenty (20) Working Days.

7. Recipient Created Tax Invoices

7.1 The NLA may notify Users that for taxable supplies received by the NLA for itself or as an agent for the User receiving the supply, clause 7 may apply. The User is hereby notified that if it selects the LADDPS, clause 7 does apply.

7.2 The User making the supply and the NLA acting for itself or as the agent of the User receiving the supply, agree that:

- (a) the NLA may issue a Tax Invoice (with the wording "Recipient Created Tax Invoice") for a supply made under this Agreement provided that the NLA gives the User making the supply twenty (20) Working Days written notice (or such other time as agreed between the parties);
- (b) where the User making the supply has received written notice from the NLA pursuant to clause 7.2 (a), the User will not issue a Tax Invoice for that supply;
- (c) the User making the supply acknowledges that it is registered for GST when it entered into this Agreement and that it will notify the NLA if it ceases to be registered;

- (d) the NLA acknowledges that it is registered for GST when it entered into this Agreement and that it will notify the User if it ceases to be registered; and
 - (e) the NLA will retain the original or copy of the Recipient Created Tax Invoice or an adjustment note for a period of 5 years.
- 7.3 The NLA (acting for itself or as agent of the User receiving the supply) indemnifies the User (making the supply) against all GST on the transactions contemplated by this Agreement but only where the NLA issues a Recipient Created Tax Invoice.
- 7.4 For the purpose of this clause 7, "User" includes a library that is not a party to this Agreement.
- 7.5 For the purposes of section 153-50 of the A New Tax System (Goods and Services Tax) Act 1999, the User agrees that the NLA will make supplies under this Agreement to other users or make acquisitions from other users or make both supplies to other users and acquisitions from other users on behalf of the User. For the purposes of the said section 153-50, the NLA will be treated as making the supplies to other users or acquisitions from other users or both and the User will be treated as making corresponding supplies to the NLA or corresponding acquisitions from the NLA or both.
- 7.6 Where clause 7.5 applies, the NLA will issue to other users in the name of NLA all the tax invoices and adjustment notes relating to supplies made to other users and the User will not issue to other users any tax invoice or adjustment notes relating to those supplies.
- 7.7 The arrangements in clauses 7.5 and 7.6 cease to have effect if the NLA or the User or both of them cease to be registered for GST.
- 7.8 The parties acknowledge that the NLA will be treated as making supplies to other users or acquisitions from other users as principal only for the purposes of the GST Law and for the purposes of section 153-50 aforesaid, but for no other purposes of this Agreement.

8. Technical Changes

- 8.1 The NLA may from time to time improve or modify the documentation, communications, equipment, operations, or other technical aspects of the Libraries Australia Services.
- 8.2 The NLA will give the User at least sixty (60) Working Days notice of improvements or modifications that will require changes in operating procedures by the User, except for any such improvements or modifications that are urgently required for emergency repairs or to maintain the provision of the Libraries Australia Services.

9. Intellectual Property

- 9.1 Title to all intellectual property existing in, or in relation to, the Libraries Australia Services (including in the Libraries Australia Databases and software used to provide the services) remains vested in the NLA or where applicable in the licensor of the particular database or software. This clause 9.1 does not apply to the intellectual property rights existing in holding location and original cataloguing information contributed by the User to the ANBD under this Agreement, such rights to be dealt with in accordance with clause 9.2.
- 9.2 The User grants the NLA a permanent, irrevocable, royalty-free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, exploit, communicate, broadcast, publish, and modify to allow other persons to use, reproduce, adapt, exploit, communicate, broadcast, publish, and modify any holding location and original cataloguing information contributed by the User to the ANBD under this Agreement.

10. Indemnity

- 10.1 The User must at all times indemnify the NLA, its officers, employees and agents ("those indemnified") from and against all loss, costs and expenses (including legal costs and expenses on a solicitor and own client basis) or liability whatsoever incurred or suffered by any of those indemnified or arising from any claim, suit, demand, action or proceeding by any person against

any of those indemnified where such loss, cost, expense or liability was caused or contributed to in any way by any wilfully wrongful, unlawful, or negligent act or omission of the User, or its officers, employees, agents, subcontractors (including specified personnel) or invitees in using the Libraries Australia Services.

- 10.2 The NLA may enforce the indemnity in clause 10.1 in favour of the persons specified in clause 10.1 for the benefit of each of such persons in the name of the NLA or of such persons.
- 10.3 The User's indemnity in this clause 10 will be reduced to the extent that the loss, cost, expense or liability was contributed to by the wilfully wrongful, unlawful or negligent act of the NLA, its officers, employees or contractors (except the User), as substantiated by the User.
- 10.4 This indemnity will survive the expiration or termination of the Agreement.

11. Applicable Law

- 11.1 This Agreement is governed by the laws for the time being in force in the Australian Capital Territory and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

12. Termination

- 12.1 The NLA may terminate this Agreement immediately, upon written notice to the User, in the event of a breach by the User of this Agreement.
- 12.2 Subject to clause 12.1, either party may, terminate this Agreement upon thirty (30) Working Days prior written notice to the other party if the other party:
 - (a) is in breach of an obligation under this Agreement; and
 - (b) has failed to remedy the breach within seven (7) Working Days of receiving a prior notice from the other party to remedy the breach.
- 12.3 Either party may terminate this Agreement upon sixty (60) Working Days prior written notice to the other party.
- 12.4 In the event of a termination, the User's liability to pay the charges specified at Attachment B will abate proportionally to the timeframe of the termination. For avoidance of doubt, the User is liable for payment of all Charges up to the date of termination specified within the written notice.
- 12.5 Immediately upon termination or expiration of this Agreement, all rights granted to the User under this Agreement are terminated.

13. Counterparts

- 13.1 The Agreement may be signed in counterparts, meaning that execution is complete when each party holds a copy of the Agreement signed by the other party.

| | |
|---|--|
| SIGNED by | |
| | |
| <i>print above NAME of User (if the User is a natural person) OR print name and title of person who is authorised to sign this Agreement on behalf of the User (if the User is an organisation)</i> | <i>Insert above SIGNATURE of User (if User is a natural person) OR Signature of person who is authorised to sign this Agreement on behalf of the User (if User is an organisation)</i> |
| | |
| in the presence of: | |
| | |
| NAME of witness to signature | SIGNATURE of witness to signature |
| | |
| SIGNED for and on behalf of the NATIONAL LIBRARY OF AUSTRALIA | |
| | |
| by | |
| NAME of person signing for and on behalf of the National Library of Australia | SIGNATURE of person signing for and on behalf National Library of Australia |
| | |
| in the presence of: | |
| | |
| NAME of witness to signature | SIGNATURE of witness to signature |

Attachment A : Description of Libraries Australia Services

1. Overview of Libraries Australia Services

1.1 The Libraries Australia Services subscription includes access to the Libraries Australia Search Service and Administration service, and the following optional services:

- (a) the Libraries Australia Document Delivery (LADD) Service and the Libraries Australia Document
- (b) Delivery Payment Service (LADDPS);
- (c) the Libraries Australia Cataloguing Service; and
- (d) a pay-per-search charge for selected databases named in clause 3.

A full list of Libraries Australia Services is available at <www.nla.gov.au/librariesaustralia/services/>.

2. Service Hours

- 2.1 With the exception of foreshadowed emergency time, routine maintenance and unforeseen outages, the Libraries Australia Services will operate on a 24 hour x 7 days per week basis. This clause does not apply to the Libraries Australia Client Licence.
- 2.2 The Libraries Australia Help Desk provides support from 9.00am until 5.00pm each Monday to Friday Australian Eastern Standard/Summer Time. Some reduced hours are supported on public holidays.

3. Libraries Australia Services

3.1 The Libraries Australia Services encompass:

| | Notes | Please indicate |
|--|--|-----------------|
| (i) the Libraries Australia Search Service, including unlimited searches of: <ul style="list-style-type: none"> • Australian National Bibliographic Database (ANBD) • Singapore National Union Catalogue (SILAS) • Te Puna (New Zealand) • Free search targets including the Library of Congress and the British Library • Consortium of [British] University Research Libraries (CURL) OPAC • OCLC WorldCat • APAIS (excluding for State/Territory, national, university and overseas libraries) • Powerhouse Museum • National Film and Sound Archive Note: this list of unlimited use databases may | These services are included in the Subscription. | √ |

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|-------|--|--|--|
| | be varied from time to time. | | |
| (ii) | pay-per-search databases which may be added from time to time. | | |
| (iii) | Libraries Australia Cataloguing Service, including delivery of MARC21 records where there are less than 2,000 records in a file by transfer over the Internet. | This is included in the Subscription. Please indicate here if the User wishes to be registered for this Service. | |
| (iv) | Libraries Australia Document Delivery Service, and the Libraries Australia Document Delivery Payment Service (Supply charges may be imposed by the supplying library). | This is included in the Subscription. Please indicate here to be registered for these Services. | |

3.2 When pay-per-search services are made available, their charges are set out in Attachment B.

3.3 Not all customers of Libraries Australia Services will have access to all the databases in clause 3.1 or clause 3.2 above. Libraries Australia respects restrictions imposed by the database providers which limit access to particular types of libraries for some databases. The following restrictions apply:

- (a) Libraries Australia cannot provide APAIS access to academic libraries, state and territory libraries, or libraries overseas.

3.4 Description of data held on each Libraries Australia Database

The ANBD contains over 20 million bibliographic records from many sources, including records from the Australian National Bibliography, the Library of Congress, the British Library, the National Libraries of New Zealand and Singapore, and records contributed by members. There are more than 47 million holding locations for material in over 1,200 libraries around Australia. The ANBD includes records containing non-roman script.

4. The Libraries Australia Document Delivery (LADD) Service (Optional)

4.1 The LADD Service provides an interlibrary loan management system for all types of libraries and allows Users to:

- (a) request the delivery of documents from supplying libraries and other organisations; and
- (b) respond to requests by other Users for documents.

4.2 The LADD Service supports the creation of requests for documents, the selection of suppliers and the tracking and management of requests. It is accessed via the Web or the ISO ILL standard 10161 (ILL protocol).

The User can create document requests by searching the ANBD to automatically include bibliographic and location data in the request. The User can view a locations directory to obtain more information about a potential supplier and can select suppliers from the ANBD holdings. Requests can also be created where the item is not on the ANBD. Other targets may be available.

The LADD Service routes requests to each supplier listed by the User in the document request. The supplier either supplies the item or passes the request onto the next potential supplier in the list.

The User can track and manage document requests as both requester and supplier and a range of management reports are available.

Information about the User, such as a delivery address and contact phone number, can be maintained on the LADD Service so that the User does not have to key this information into each document request.

Please note that Libraries Australia Users using an alternative Document delivery system need to meet the obligations outlined in the Conditions of ISO ILL Interoperability Memorandum of Understanding. Information about The ISO ILL Interoperability can be found at www.nla.gov.au/librariesaustralia/services/docdel/iso-ill/.

The Libraries Australia Document Delivery Payment Service (LADDPS)

- 4.3 The LADDPS involves the NLA managing the financial transaction between the supplying and requesting library in relation to the document being requested and supplied. The LADDPS operates on the basis that the NLA:
- (a) credits the supplying library for the amount of the charge imposed by the supplying library; and
 - (b) debits the requesting library for the amount of the charge imposed by the supplying library.
- 4.4 Libraries providing gratis reciprocal services to selected partner libraries can configure or request the NLA to configure these arrangements in the LADDPS, so that no charges are generated for supply to those nominated partner libraries.

5. The Libraries Australia Cataloguing Service (Optional)

- 5.1 The Libraries Australia Cataloguing Service supports a wide range of functionality including: the ability to import records direct to the National Bibliographic Utility from any of its Z39.50 targets; the ability to script specific cataloguing functions; configuration of the user interface by each user for settings such as font size; and full Unicode compliance.
- 5.2 Users of the service must adhere to conventions for cataloguing in a network, including the Libraries Australia minimum record standard, as described at www.nla.gov.au/librariesaustralia/network.html.

6. Training

- 6.1 The User must (or where the User is an organisation, one person from the organisation who will supervise the use of the Libraries Australia Services must) complete the training courses specified by the NLA before using the following:
- (a) the Libraries Australia Client to add original cataloguing; and
 - (b) the Libraries Australia Document Delivery Service (this may be undertaken online under the direction of a Libraries Australia Training Service Provider).
- 6.2 The training courses must be conducted by a Libraries Australia Training Service Provider authorised by the NLA.
- 6.3 Charges which apply to courses conducted by a Libraries Australia Training Service Provider are set by the Libraries Australia Training Service Provider. Users should contact the Service Provider for the price list. <http://www.nla.gov.au/librariesaustralia/training-support/trainers/>.
- 6.4 An online course is available for the Libraries Australia Document Delivery Service.

7. Collection Analysis and Research Service (optional)

- 7.1 The Australian National Bibliographic Database (ANBD) is a rich source of data for collection analysis. For example, ANBD data could be used for collection overlap studies or to analyse collection strengths/weaknesses in specified disciplines across a group of libraries. In order to encourage libraries to use the ANBD for this purpose, Libraries Australia Services is able to supply data at a discounted charge. Please contact Libraries Australia Services to discuss your requirements and the likely cost.

7.2 The extracted records must only be used for the purpose agreed during the discussion with Libraries Australia Services, cannot be used for cataloguing or any other purpose, and cannot be supplied to third parties.

8. Membership of WorldCat

8.1 Through membership of the Libraries Australia, as evidenced by this Agreement, the User is entitled:

- (a) to membership of WorldCat, provided the User contributes bibliographic and/or holdings records to WorldCat; and
- (b) as a member, to nominate themselves or others, and vote for, a national representative on the OCLC Asia Pacific Regional Council.

Further information regarding OCLC governance arrangements is summarised at www.nla.gov.au/librariesaustralia/oclc.html.

Attachment B : Libraries Australia Subscription fees to apply from 1 July 2011

1. Libraries Australia Search Service

1.1 Each user library is charged a Subscription fee determined by the Libraries Australia administration. The fee schedule is documented at <www.nla.gov.au/librariesaustralia/about/fees-charges/>. **All charges quoted in the schedule and this Attachment includes GST.**

1.2 The Subscription fee covers unlimited use of the Australian National Bibliographic Database (ANBD).

1.3 The Subscription fee also covers unlimited access to the following databases:

- National Film and Sound Archive
- SILAS (National Library Board of Singapore)
- Te Puna (National Library of New Zealand)
- Library of Congress Catalog
- British Library Catalogue
- CURL (Consortium of Research Libraries in the British Isles)
- OCLC's WorldCat.

2. Additional pay-per-search Search Services

2.1 Per-search charges may be applied to specific databases, but these will be notified in advance.

3. Libraries Australia Document Delivery Payment Service

3.1 Supplying libraries may impose a charge on the supply of documents and use the Libraries Australia Document Delivery Payments Service to administer those charges. There are no charges for the placing of requests through the Libraries Australia Document Delivery Service, nor any service charges for using the Libraries Australia Document Delivery Payments Service to manage supply charges.

4. MARC21 records

4.1 Libraries Australia Record Export Service (RES)

The Record Export Service (RES) enables you to obtain files of MARC records from Libraries Australia via the Internet for loading into your local library system. Files can be collected at client-nominated times and the addition of records to these files can be triggered by a number of actions (for example, by adding, changing, or deleting holdings information).

4.2 Holdings File (Products) Service

This service can be used to order files of records that match a certain client-initiated query. For example, an institution may like to order a Product for records containing their holdings that have been created since 1 July 2006. Products can also be used for bibliographic refreshes of local systems and support more complex filtering criteria.

A set-up charge of \$AUD66.00 applies to each Product, except when requested by a consortium. Products may be run regularly or as a one-off. Additional charges may apply for files containing more than 2,000 records (see below).

A request to provide a one-off Product within a 48-hour turnaround time will attract an additional charge of \$550.

4.3 Record charges

The per record charge for files of 2,000 or less records delivered by file transfer over the Internet are covered by the charge set out in clause 4.2.

4.3.1 Standard charge

Where a Products file contains more than 2,000 records and the records are delivered by file transfer over the Internet, the charge for each record in excess of 2,000 will be \$AUD0.44.

4.3.2 Concessional rate records

Where the entire file of bibliographic records has been previously supplied to the User, e.g. bibliographic change records, the charge for each record in excess of 2,000 will be \$AUD0.22.

4.3.3 Commercial and re-use charges

A charge for the commercial use of MARC records for cataloguing or other purposes will be negotiated on a case-by-case basis. Records supplied by Libraries Australia which are shared within a group of institutions for cataloguing purposes will also be negotiated on a case-by-case basis. Libraries Australia Help Desk should be contacted by email for more information.

4.3.4 Product charges for consortia

When a consortium of libraries requests a Products file, a set-up charge of \$AUD200 will apply. Record charges for files containing more than 2,000 will be set at \$AUD0.66 per record, and the concessional rate in clause 4.3.2 will also apply.

5. Australian Electronic Collection Sets

5.1 The charge for each base set with quarterly updates is \$AUD364 per annum.

6. Overseas Electronic Collection Sets

6.1 For overseas electronic collection sets please contact the Libraries Australia Help Desk. Libraries Australia has an arrangement with Serials Solutions for the supply of these record sets. Further information is available at www.nla.gov.au/librariesaustralia/serialsolutions.html.

7. Microform Collection Sets

7.1 A registration charge of \$AUD66.00 applies. For record charges refer to clause 4.

8. Titles list

A \$AUD66.00 charge applies to each order.

9. Authority MARC Output

For a base file of Australian Authorities (e.g. complete set of names, titles, subjects in MARC21) requested for a single library, a charge of \$AUD550 per order will apply. This product does not include quarterly update files.

For a base file of Australian Authorities (e.g. complete set of names, titles, subjects in MARC21) requested for a consortium of libraries, a charge of \$AUD1150 per order will apply. This product does not include quarterly update files.

For quarterly update files of Australian Authorities requested for a single library, a charge of \$AUD550 per annum will apply. This product does not include a base file.

For quarterly update files of Australian Authorities requested for a consortium of libraries, a charge of \$AUD1150 per annum will apply. This product does not include a base file.

For a base file of All Authorities (e.g. complete set of names, titles, subjects in MARC21) requested for a single library, a charge of \$AUD1100 per order will apply. This product does not include quarterly update files.

For a base file of All Authorities (e.g. complete set of names, titles, subjects in MARC21) requested for a consortium of libraries, a charge of \$AUD2200 per order will apply. This product does not include quarterly update files.

For quarterly update files of All Authorities requested for a single library, a charge of \$AUD550 per annum will apply. This product does not include a base file.

For quarterly update files of All Authorities requested for a consortium of libraries, a charge of \$AUD1150 per annum will apply. This product does not include a base file.

For special or one-off requests, please contact the Libraries Australia office for a quote.

10. Libraries Australia Document Delivery Location Data

Applicable charges are:

| | | |
|-------------|---|-------------|
| Single site | | \$AUD275.00 |
| Consortia | ♦ Where data is loaded on a single shared server | \$AUD495.00 |
| Commercial | ♦ Commercial supplier may reformat and on-sell to its customers | \$AUD935.00 |

11. Documentation

| | |
|----------------------------------|------------|
| Libraries Australia Manual | \$AUD50.00 |
| Document Delivery Set of manuals | \$AUD50.00 |
| Client Manual | \$AUD50.00 |

A discount of 10% will be offered when ten (10) or more copies of the same document are purchased at one time. All Libraries Australia Services documentation is also available without charge for downloading from the Libraries Australia Services website.

12. Libraries Australia Client software

- 12.1 If required, the User may obtain a copy of the Libraries Australia Client software without charge. The Client is described in Attachment C.

13. Collection Analysis and Research Service

- 13.1 The Australian National Bibliographic Database (ANBD) is a rich source of data for collection analysis. For example, ANBD data could be used for collection overlap studies or to analyse collection strengths/weaknesses in specified disciplines across a group of libraries. In order to encourage libraries to use the ANBD for this purpose Libraries Australia Services is able to supply data at a discounted charge. Please contact Libraries Australia Services to discuss your requirements and the likely cost.
- 13.2 The extracted records must only be used for the purpose agreed during the discussion with Libraries Australia Services; cannot be used for cataloguing or any other purpose; and cannot be supplied to third parties.

Attachment C : Libraries Australia Client Licence

This Attachment sets out the terms and conditions that apply to any Libraries Australia Client Licence granted under this Agreement.

National Library of Australia (NLA)

1. The NLA grants each Licence from the date of delivery of, or payment for, the Libraries Australia Client whichever is the earlier.
2. The NLA will provide copies of the Libraries Australia Client configured for access to Libraries Australia to the User.
3. The NLA will make available user documentation and updates to the documentation to the User. Maintenance support will be provided by the NLA.
4. The licence fees cover the support referred to in the above paragraph 3 and Libraries Australia Client upgrades and new releases which will be delivered to the User when they become available.
5. Installation services provided by NLA to the User comprise:
 - software distribution; and
 - installation documentationprovided to the recipient of any Licence.

NLA Conditions for the use of the Libraries Australia Client

Clause - 1 Definitions

'Licence' means each Licence granted by the NLA to the User on the terms and conditions set out in this Attachment C.

'Licensee' means any User who the NLA nominates for one or more Licences.

'Use' means copying all or part of the Libraries Australia Client into a machine or transmitting it to a machine for the execution of instructions or the processing of data.

Clause - 2 Interpretation

- (i) Words in the singular number include the plural and words in the plural number include the singular.
- (ii) Clause headings are inserted for convenience only. They have no effect in limiting or extending the language of the provisions.

Clause - 3 Licence

- 3.1 The scope of the Licence is defined in this clause. The Licence is non-exclusive and non-transferable. The Licence will remain in force until terminated in accordance with the User Agreement between the User and the NLA.
- 3.2 The NLA may seek reimbursement from the User of Charges where the User
- does not contribute at least 300 bibliographic records online or at least 40 authority records; or
 - does not need the Libraries Australia Client to input non-Roman script.
- 3.3 The Licensee for each Licence is authorised and licensed to:
- use the Libraries Australia Client solely for the purpose of accessing and using the services of the NLA;
 - permit such use by users and contractors of the User for the purpose of the services of the NLA; and
 - make copies of the Libraries Australia Client to the extent necessary for accessing and using the services of the NLA.
- 3.4 The Libraries Australia Client may not be de-compiled or de-assembled in whole or in part.
- 3.5 The Licensee may not license, sell, transfer, use, copy or reproduce the Libraries Australia Client other than set out in these conditions.

Clause - 4 Private rights and intellectual property

- 4.1 All rights relating to patents, copyright, trademarks and commercial secrets related to the Libraries Australia Client software program and its enhancements, modifications and changes such as may be supplied are and remain the property of OCLC.

Clause - 5 Termination

- 5.1 The User may terminate the Licence by giving minimum prior written notice of thirty (30) days to the NLA.
- 5.2 The User must, during the month following the termination or expiration of the Licence, destroy the original of the terminated Libraries Australia Client, backup and any other copies, translations, compilations and merged copies in other Libraries Australia Client in order to withdraw all parts of the terminated Libraries Australia Client.
- 5.3 On written request from NLA, the User must certify that the provisions in this clause have been fully respected.

Clause - 6 Miscellaneous

The Licensee must not assign any of its rights or obligations under these conditions.

Clause - 7 Applicable law

The Licence is governed by the law of the Australian Capital Territory.