



Agreement for Library Schools to use Libraries Australia as 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 and B;
- (b) Australian National Bibliographic Database (ANBD) means the database described in the attachment to this Agreement entitled “Attachment A Description of the Libraries Australia service for Library Schools”.
- (c) Charges and Registration Fees are specified in detail in the attachment to this Agreement entitled "Attachment B Charges for Library Schools using the Libraries Australia service";
- (d) “GST” has the meaning given by the GST Law, and includes any additional tax, penalty tax, fine, interest or other charge;
- (e) “Libraries Australia” is Libraries Australia is a resource sharing service coordinated by the National Library of Australia for Australian libraries and their users. It is used for reference, collection development, cataloguing and interlibrary lending.
- (f) “GST Law” means the same as in the *A New Tax System (Goods and Services Tax) Act 1999*;
- (g) “Libraries Australia Cataloguing Client” means the run time copy of the OCLC EMEA Windows Intelligent Bibliographic Workstation (WinIBW) software provided by the Library to the Contractor for online cataloguing;
- (h) “Libraries Australia Document Delivery (LADD) Service” means the interlibrary loan management system provided as part of the Libraries Australia services;
- (i) “Library School” is an institution which provides appropriate tertiary level education specialising in professional training for librarians;
- (j) “Tax Invoice” means a tax invoice complying with the requirements of the GST Law;
- (k) “Training Courses” means one or more courses on the use of Libraries Australia; and

- (l) "Training Database" means a selection of bibliographic records available for books and serials as well as archival material, manuscripts, maps, music scores, sound recordings, films, photographs, posters, computer files, and other miscellaneous types of documents. The Training Database also contains location information to support LADD training;
- (m) "Training Service Provider" means a person authorised by the NLA to provide Libraries Australia training;

2. Term of Agreement

This Agreement commences on the date it is signed by the NLA 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) days prior to the commencement of the forthcoming extension date that it does not agree to the extension.

3. The Libraries Australia service for Library Schools

3.1 Subject to **clause 3.4**, a right to use the Libraries Australia service for Library Schools under this Agreement gives the User the right to:

- (a) access and search the Australian National Bibliographic Database (ANBD) and the Training Database;
- (b) print data from the ANBD and the Training Database;
- (c) add, amend and delete holding location information on the Training Database;
- (d) add and amend bibliographic records on the Training Database; and
- (e) use Libraries Australia Document Delivery Service on the Training Database,

solely for educational and demonstration purposes.

3.2 The rights under this **clause 3.2** belong to the User and provide the right to allow:

- (a) the Library School's employees, agents and contractors to access, search, and print data in accordance with this Agreement for the purposes of developing and teaching a course which incorporates learning about Libraries Australia, including demonstrating Libraries Australia services to students of the Library School; and
- (b) students of the Library School to access, search, and print data in accordance with this Agreement for the student's own course requirements to learn about Libraries Australia.

3.3 The User acknowledges that they are liable for any breach, by an employee, agent, contractor, or student, of the restrictions imposed on the User under this Agreement.

3.4 The User must not:

- (a) search on or print from any database other than the ANBD and the Training Database;
- (b) copy or receive data from the ANBD and the Training Database, or sell, publish or in anyway distribute data from the ANBD and the Training Database to any other person or entity;
- (c) add, amend and delete holding location information on any database other than the Training Database;
- (d) add and amend bibliographic records on any database other than the Training Database;
- (e) use Libraries Australia Document Delivery on any database other than the Training Database, or
- (f) subject to **clause 3.2**, allow any other person to access the ANBD, Database or the Training Database.

3.5 In the event that the NLA makes non-NLA owned databases available for the User to use as part of the Libraries Australia Library School Service, 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.

4. Charges and Fees

- 4.1 The User must within fourteen (14) days receipt of an invoice from the NLA pay the NLA the Charges incurred by the User for the Libraries Australia Library School Service 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 Charges for Library Schools using the Libraries Australia service".
- 4.2 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.
- 4.3 The Charges payable to the NLA under this Agreement are inclusive of GST, subject to clause 4.4, and the NLA will not require the User to pay to the NLA any further amount for GST under this Agreement.
- 4.4 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.
- 4.5 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.
- 4.6 The NLA may vary the Charges throughout the Term on thirty (30) days prior notice to the User of the Charges variation.

5. Technical Changes

- 5.1 The NLA may from time to time improve or modify the documentation, communications, equipment, operations, or other technical aspects of the Libraries Australia Library School Service.
- 5.2 The NLA will give the User at least sixty (60) 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 Library School Service.

6. Intellectual Property

- 6.1 Title to and ownership of all intellectual property existing in, or in relation to, the Libraries Australia Library School Service (including in the ANBD and the Training Database and software used to provide the services) remains vested in the NLA or where applicable in the licensor of the particular database or software.

7. Applicable Law

- 7.1 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.

8 Indemnity

- 8.1 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 or invitees in carrying out the Library School Services.
- 8.2 The NLA may enforce the indemnity in **clause 8.1** in favour of the persons specified in **clause 8.1** for the benefit of each of such persons in the name of the NLA or of such persons.
- 8.3 The User's indemnity in this clause 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.
- 8.4 This indemnity will survive the expiration or termination of the Agreement.

9. Termination

- 9.1 The NLA may terminate this Agreement immediately, upon written notice to the User, in the event of a breach by the User.
- 9.2 Subject to **clause 9.1**, either party may, terminate this Agreement upon thirty (30) 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) days of receiving a prior notice from the other party to remedy the breach.
- 9.3 Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party.
- 9.4 Immediately upon termination or expiration of this Agreement, all rights granted to the User under this Agreement are terminated.

SIGNED by

.....
*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)*

.....
*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)*

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
National Library of Australia*

.....
***SIGNATURE** of person signing for and on behalf
of the National Library of Australia*

in the presence of:

.....
Name of Witness

.....
Signature of Witness

Attachment A:

Description of the Libraries Australia service for Library Schools

1. Overview of the Libraries Australia service for Library Schools

- 1.1 The Libraries Australia service includes searching the Australian National Bibliographic Database (ANBD), addition of holdings to the Training Database, cataloguing online onto the Training Database using the Libraries Australia Cataloguing Client, and use of the Libraries Australia Document Delivery Service on the Training Database.

2. Service Hours

- 2.1 With the exception of required emergency and routine maintenance and unforeseen outages, the Libraries Australia will be available from 06:00 to 24:00 each day, seven days per week.

3. Libraries Australia Service

- 3.1 The Libraries Australia service allows Users to access, search, and print data using the Libraries Australia search interface from the Australian National Bibliographic Database (“ANBD”) and the Training Database.
- 3.2 Description of data held on the ANBD and the Training Database

Libraries Australia is a resource sharing service coordinated by the NLA for Australian libraries and their users. It is used for reference, collection development, cataloguing and interlibrary lending. The heart of Libraries Australia is the Australian National Bibliographic Database (ANBD), which records the location details of over 42 million items held in most Australian academic, research, national, state, public and special libraries.

The Training Database contains a selection of bibliographic records available for books and serials as well as archival material, manuscripts, maps, music scores, sound recordings, films, photographs, posters, computer files, and other miscellaneous types of documents. The Training Database also contains location information to support Libraries Australia Document Delivery training. The Training Database reverts to a master version on the last Friday of each month. All data added to the Training Database during the month is lost when the reversion to the master version occurs.

In addition to the ANBD, Libraries Australia provides access to Picture Australia, Libraries Australia Authorities and a number of other Australian and international databases. A number of these databases are not available in the Training Database.

Online addition and amendment of bibliographic records and holdings statements can be done via the Libraries Australia Search and Libraries Australia Cataloguing Client interfaces.

4. Holdings

Users can add, delete or amend holdings on an existing bibliographic record in the Training Database using the Libraries Australia search interface. The holdings are removed each night.

5. Cataloguing online

Users can add, delete or amend cataloguing records and add, delete or amend holdings on the Training Database using the Libraries Australia Cataloguing Client. The cataloguing records are removed on the last Friday of each month.

6. Libraries Australia Document Delivery

Users can act as both requesters and suppliers using the Training Database. Activity undertaken during training remains until the last Friday of each month when the Training Database reverts to the master version.

7. User Hardware and Software IT Requirements for Accessing Libraries Australia Library School Service – Online Access

7.1 All online access to the Libraries Australia Library School Service is via the Internet.

7.2 Browser setup

Libraries Australia operates most efficiently with Netscape 6, Safari, Firefox 1.0 or higher and Internet Explorer 6 or higher on the Windows operating system for PCs. Libraries Australia does not function on Netscape 7.0 and Internet Explorer 5.2 or earlier for the Mac computer.

7.3 Libraries Australia Cataloguing Client

Users creating bibliographic records on the Training Database will need to obtain a Libraries Australia Cataloguing Client licence from the NLA.

The minimum system requirements for a PC to run the Libraries Australia Cataloguing Client are:

- (a) Microsoft Windows 98SE;
- (b) Internet Explorer 5;
- (c) 35MB Free Disk Space;
- (d) 128Mb RAM;
- (e) Video resolution 800x600; and
- (f) Internet Connection.

The recommended requirements for a PC to run the Libraries Australia Cataloguing Client are:

- a) Microsoft Windows 2000 (or above);
- b) Internet Explorer 5 (or above);
- c) 35MB Free Disk Space;
- d) 128Mb RAM;
- e) Video Resolution 1024x768; and
- f) Internet Connection.

In order for the Libraries Australia Cataloguing Client to connect to the Libraries Australia Catalogue certain TCP ports *must* be enabled on firewalls. The following communication protocols are used by the Libraries Australia Cataloguing Client to access the Training Database:

Host Name	IP address	TCP Ports	Session Initiation Direction
catrain.libraries australia.nla.gov.au	192.102.239.207	1840 80	Outgoing Outgoing Outgoing

Note: Session Initiation Direction refers to the direction as experienced at the user site.

8. Training

8.1 The User must complete the Training Courses specified by the NLA before using the following:

- (a) the Libraries Australia Cataloguing Client to add original cataloguing and holding locations online, and
 - (b) the Libraries Australia Document Delivery Service.
- 8.2 The Training Courses must be conducted by a Libraries Australia Training Service Provider (TSP) authorised by the NLA.
- 8.3 Charges which apply to courses conducted by a Libraries Australia Training Service Provider are set by the TSP. Users should access the Directory of Libraries Australia Trainers maintained on the Libraries Australia web site at www.nla.gov.au/librariesaustralia/training/directory.html.

Attachment B: Charges for the Library Schools using the Libraries Australia Service

1. Joining Fee

There is no joining fee for Library Schools.

2. Libraries Australia Cataloguing Client software

The Cataloguing Client is now available to download from the Libraries Australia FTP site. Information on the username and password required to access the FTP site is available via email from the Libraries Australia help desk. Other protocol information is available at www.nla.gov.au/librariesaustralia/protocol.html.

3. Documentation

Online copies of all documentation are available free of charge to all Libraries Australia customers. Printed copies of all documentation are also available from the NLA. The price list is in the current Charges on the Libraries Australia web site.

A discount of 10% will be offered when 10 or more copies of the same item are purchased at one time. Printed copies of documentation may be ordered by contacting the Libraries Australia help desk.
