

Trove Collaborative Services

Partnership Agreement

Terms and Conditions

# **Amendment No.1 to Trove Collaborative Services Agreement**

This amendment, 'Amendment No. 1 to the Trove Collaborative Services Agreement' is entered into as of 1 July 2025 by and between The National Library of Australia ("NLA") and Trove Partners who have executed a Trove Collaborative Services Order Form for the purposes of amending the Trove Collaborative Services Agreement (the "Agreement") between the parties dated 1 July 2022 as set forth below.

## Changes to clauses

## (A) Schedule 1 Paragraph 3.2 – Discovery and Delivery Services

#### Whereas now:

3.2 "WorldCat (metadata) - The NLA will make metadata contributed by Trove Partners, as well as enrichments derived by the NLA, available to both the public and Partners on WorldCat."

### Change to:

Deleted.

## (B) Schedule 1 Section 10 - Resource Sharing Services

#### Whereas now:

- 10.1 The NLA will:
  - (a) provide the Libraries Australia Document Delivery (LADD) platform that enables the request and supply of collection items
  - (b) facilitate the Libraries Australia Document Delivery Payment Service (LADDPS), including processing financial transactions for both parties involved in a transaction.
- 10.2 The NLA will, if requested and included in the Trove Partner pricing package, provide an account for the Trove Partner to use LADD and LADDPS infrastructure.
- 10.3 The NLA will, on a bi-monthly basis, reconcile and provide a transaction report of LADD transactions for the two months prior to each Trove Partner. The NLA will, upon providing this report, allow a ten day window for the Trove Partner to request an amendment to transactions on the report.
- 10.4 The Trove Partner, upon receiving the report outlined in paragraph 10.3, will advise the NLA of any amendments required by the deadline date. The Trove Partner recognises that amendment requests received after the deadline date will not be actioned by the NLA.
- 10.5 The NLA will, after the deadline outlined in paragraph 10.4, finalise the transactions and:
  - (a) generate payment to supplying partners as per the finalised transaction list; and
  - (b) generate invoices for payment to receiving partners as per the finalised transaction list.
- 10.6 The Trove Partner will, upon receiving an invoice for payment for LADD transactions, make payment on the invoice within the time specified on the

invoice. If payment is not made within the time specified on the invoice the Trove Partner access to the LADD infrastructure may be suspended.

### 10.7 Recipient Created Tax Invoices

- (a) This paragraph 10.7 applies if the Trove Partner uses the Libraries Australia Document Delivery Payment Service.
- (b) The Trove Partner making the supply and the NLA acting for itself or as the agent of the Trove Partner receiving the supply, agree that:
  - (i) the NLA may issue a tax invoice (with the wording 'Recipient Created Tax Invoice') for a supply made under the TCSA provided that the NLA gives the Trove Partner making the supply 30 days' written notice (or such other time as agreed between the parties);
  - (ii) where the Trove Partner making the supply has received written notice from the NLA pursuant to paragraph 11.3(a), the Trove Partner will not issue a tax invoice for that supply;
  - (iii) the Trove Partner making the supply acknowledges that it is registered for GST and that it will notify the NLA if it ceases to be registered;
  - (iv) the NLA acknowledges that it is registered for GST and that it will notify the Trove Partner if it ceases to be registered; and
  - (v) the NLA will retain the original or copy of the Recipient Created Tax Invoice or an adjustment note for a period of five years.
- (c) The NLA (acting for itself or as agent of the Trove Partner receiving the supply) indemnifies the Trove Partner (making the supply) against all GST on the transactions contemplated by the TCSA but only where the NLA issues a Recipient Created Tax Invoice.
- (d) For the purpose of this paragraph 11.3, 'Trove Partner' includes a library that is not a party to the TCSA.
- (e) For the purposes of section 153-50 of *A New Tax System* (Goods and Services Tax) Act 1999 (Cth) (GST Law), the Trove Partner agrees that the NLA will make supplies under the TCSA to other Trove Partners or make acquisitions from other Trove Partners or make both supplies to other Trove Partners and acquisitions from other Trove Partners on behalf of the Trove Partner. For the purposes of section 153-50, the NLA will be treated as making the supplies to other Trove Partners or acquisitions from other Trove Partners or both and the Trove Partner will be treated as making corresponding supplies to the NLA or corresponding acquisitions from the NLA or both.
- (f) Where paragraph 11.3(e) applies, the NLA will issue to other Trove Partners in the name of NLA all the tax invoices and adjustment notes relating to supplies made to other Trove Partners and the Trove Partner will not issue to other Trove Partners any tax invoice or adjustment notes relating to those supplies.

- (g) The arrangements in paragraphs 11.3(e) and 11.3(f) cease to have effect if the NLA or the Trove Partner or both of them cease to be registered for GST.
- (h) The parties acknowledge that the NLA will be treated as making supplies to other Trove Partners or acquisitions from other Trove Partners as principal only for the purposes of the GST Law and for the purposes of section 153-50, but for no other purposes of the TCSA

#### Change to:

- 10.1 The NLA will:
  - (a) provide the Trove Partner Resource Sharing (TPRS) platform that enables the request and supply of collection items; and
  - (b) facilitate the processing of financial transactions for both parties involved in a transaction.
- 10.2 The NLA will, if requested and included in the Trove Partner pricing package, provide an account for the Trove Partner to use TPRS software. This account will:
  - (a) allow for access and participation in the Reciprocal Resource Sharing Pool; and
  - (b) allow for participation in the Pay-for-Peer resource sharing pool by including the Pay-for-Peer fee on the Order Form.
- 10.3 Trove Partners will be responsible for ensuring transaction details are correct in the TPRS software before transactions are finalised. No amendments will be possible to finalised transactions.
- 10.4 At the commencement of each month a report will be available for Trove Partners that is a reconciliation of finalised transactions from the previous month.
- 10.5 At the beginning of each month the NLA will, within 10 business days:
  - (a) generate payment to supplying partners as per the finalised transaction list; and
  - (b) generate invoices for payment to receiving partners as per the finalised transaction list.
- 10.6 The Trove Partner will, upon receiving an invoice for payment for TPRS transactions, make payment on the invoice within the time specified on the invoice. If payment is not made within the time specified on the invoice the Trove Partner access to the TPRS software may be suspended.
- 10.7 Recipient Created Tax Invoices
  - (a) This paragraph 10.7 applies if the Trove Partner has transactions in TPRS that have fees attached.
  - (b) The Trove Partner making the supply and the NLA acting for itself or as the agent of the Trove Partner receiving the supply, agree that:
    - (i) the NLA may issue a tax invoice (with the wording 'Recipient Created Tax Invoice') for a supply made under the TCSA provided that the NLA gives the Trove Partner making the supply 30 days' written notice (or such other time as agreed between the parties);
    - (ii) where the Trove Partner making the supply has received written notice from the NLA pursuant to paragraph 10.5(a), the Trove Partner will not issue a tax invoice for that supply;

- (iii) the Trove Partner making the supply acknowledges that it is registered for GST and that it will notify the NLA if it ceases to be registered;
- (iv) the NLA acknowledges that it is registered for GST and that it will notify the Trove Partner if it ceases to be registered; and
- (v) the NLA will retain the original or copy of the Recipient Created Tax Invoice or an adjustment note for a period of five years.
- (c) The NLA (acting for itself or as agent of the Trove Partner receiving the supply) indemnifies the Trove Partner (making the supply) against all GST on the transactions contemplated by the TCSA but only where the NLA issues a Recipient Created Tax Invoice.
- (d) For the purposes of section 153-50 of *A New Tax System* (Goods and Services Tax) Act 1999 (Cth) (GST Law), the Trove Partner agrees that the NLA will make supplies under the TCSA to other Trove Partners or make acquisitions from other Trove Partners or make both supplies to other Trove Partners and acquisitions from other Trove Partners on behalf of the Trove Partner. For the purposes of section 153-50, the NLA will be treated as making the supplies to other Trove Partners or acquisitions from other Trove Partners or both and the Trove Partner will be treated as making corresponding supplies to the NLA or corresponding acquisitions from the NLA or both.
- (e) Where paragraph 10.7(d) applies, the NLA will issue to other Trove Partners in the name of NLA all the tax invoices and adjustment notes relating to supplies made to other Trove Partners and the Trove Partner will not issue to other Trove Partners any tax invoice or adjustment notes relating to those supplies.
- (f) The arrangements in paragraphs 10.7(d) and 10.7(e) cease to have effect if the NLA or the Trove Partner or both ceases to be registered for GST.
- (g) The parties acknowledge that the NLA will be treated as making supplies to other Trove Partners or acquisitions from other Trove Partners as principal only for the purposes of the GST Law and for the purposes of section 153-50, but for no other purposes of the TCSA.

## (C) Schedule 3 Paragraph 1.1 - Fees

### Whereas now:

1.1 "The fees for provision of the Trove Collaborative Services are determined in accordance with the Pricing Packages set out in the table below."

	<b>Content Contribution</b>	Core	Core Plus	Traditional	Traditional Plus	Premium
Content Discoverable in Trove	1 Harvest Stream	1 Harvest Stream	Up to 3 Harvest Streams	1 Harvest Stream	Up to 3 Harvest Streams	- Up to 10 Harvest Streams
Collection Feature	Shared with other partners	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability
Blog Post	Shared with other partners	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability
Collection Insights	No access	Partner Dashboard Bronze	Partner Dashboard Bronze	Partner Dashboard Silver	Partner Dashboard Gold	Partner Dashboard Gold 2 x Custom Collection Analysis per year
Partner Learning Hub	No access	1-5 users	Unlimited Access	1 – 5 users	Unlimited Access	Unlimited Access
Take 20 with Trove	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance
Town Hall	No access	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance
Partner Support Services	Basic Support (response within 3 business days)	Basic Support (response within 3 business days)	Standard Support (response within 2 business days)	Basic Support (response within 3 business days)	Standard Support (response within 2 business days)	Premium Support (response within 1 business day)
Digitisation	Standard Rates	Partner Rate	Partner Rate	Partner Rate	Partner Rate	Partner Rate
Cataloguing Services	No	No	No	Up to 5,000 searches	Up to 20,000 searches	Unlimited searches
Resource Sharing	No	No	No	Up to 1,000 transactions	Up to 1,500 transactions	Unlimited transactions
	Additional Harvest Stream		Catalogue Search Only	Resource Sharing Only		
	NLA Harvester OAL-PMH		0,000 searches	1,000 transactions		
		15,000 searches	3,000 transaction			

# Change to:

# Paragraph 1.1 - New Text

1.1 The fees for provision of the Trove Collaborative Services are determined in accordance with the Pricing Packages set out in the table below.

	Content Contribution	Core	Core Plus	Traditional	Traditional Plus	Premium	
Content Discoverable in Trove	1 Harvest Stream	1 Harvest Stream	Up to 3 Harvest Streams	1 Harvest Stream	Up to 3 Harvest Streams	Up to 10 Harvest Streams	
Collection Feature	Shared with other partners	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	
Blog Post	Shared with other partners	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Up to 1 per year, subject to availability	Additional Harvest Stre
Collection Insights	No access	Partner Dashboard Bronze	Partner Dashboard Bronze	Partner Dashboard Silver	Partner Dashboard Gold	Partner Dashboard Gold 2 x Custom Collection Analysis per year	OAI-PMH
Partner Learning Hub	No access	1 – 5 users	Unlimited Access	1 – 5 users	Unlimited Access	Unlimited Access	Catalogue Search Only
Take 20 with Trove	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance	12,500 searches
Town Hall	No access	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance	Unlimited Attendance	25,000 searches
Partner Support Services	Basic Support (response within 3 business days)	Basic Support (response within 3 business days)	Standard Support (response within 2 business days)	Basic Support (response within 3 business days)	Standard Support (response within 2 business days)	Premium Support (response within 1 business day)	37,500 searches
Digitisation	Partner Rate	Partner Rate	Partner Rate	Partner Rate	Partner Rate	Partner Rate	
Cataloguing Services	No	No	No	Up to 12,500 searches	Up to 50,000 searches	Unlimited searches	
Resource Sharing	No	No	No	Up to 1,000 transactions Opt-in Pay for Peer	Up to 1,500 transactions Opt-in Pay for Peer	Unlimited transactions Opt-in Pay for Peer	

### (D) Schedule 3 Paragraph 1.2 - Fees

#### Whereas now:

1.2 "For the purpose of paragraph 1.1, fees for Additional Harvest Streams are available for Content Contribution and Core Plus Packages Only."

## Change to:

1.2 "For the purpose of paragraph 1.1, one (1) Additional Harvest stream may be added by Partners on the Core, Core Plus, Traditional and Traditional Plus packages for the associated fee. Additional Harvest streams beyond this will result in allocation to a higher Package."

Signed for and on behalf of the National Library of Australia

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Dated this 29 day of 100 in the year 2025