



Trove Collaborative Services Terms and Conditions

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Trove Collaborative Services Terms and Conditions

Purpose of Terms and Conditions

These Terms and Conditions become part of a Trove Collaborative Services Agreement (**TCSA**) between the National Library of Australia (**NLA**) and the Trove Partner upon the parties executing a Trove Collaborative Services Order Form.

Recitals

- A. The NLA provides Australian libraries, cultural and research institutions with a range of digital services and access to various online platforms, which currently include Trove, Libraries Australia and various digitisation and web archiving services. These services have been covered by a range of different agreements to date.
- B. As these platforms and services evolve they are becoming increasingly interconnected and dependent on essential shared infrastructure, namely, the Trove content, access and delivery platform.
- C. Accordingly, the parties recognise the need for a new collaborative framework for delivery and development of NLA's digital services, which will allow for a new consolidated fee structure and increased consultation with Trove Partners.
- D. Under this agreement, the NLA offers Trove Partners a range of services (including content contribution, discovery, delivery, Libraries Australia Document Delivery and metadata export services) in relation to its digital platforms and tools such as Trove, and optional digitisation services at a Trove Partner rate. All material that is contributed to the NLA, or created, by the Trove Partner under this agreement will form part of the national collection.
- E. The parties agree to adopt the new membership framework, which will replace the existing range of agreements, on the terms and conditions set out in this Trove Collaborative Services Agreement.

Operative provisions

Part 1 - Specific Requirements

1. Definitions and Interpretation

1.1 Definitions

In the TCSA, except where the contrary intention is expressed, the following definitions are used.

Agreement Period means the period of time specified in the Order Form.

Commencement Date means the date on which the TCSA commences, as specified in the Order Form.

Confidential Information means information that is by its nature confidential and:

- (a) is described in the Order Form or elsewhere in the TCSA as Confidential Information;
- (b) is agreed by the parties to be confidential after the Commencement Date;
- (c) a party knows or ought to know is confidential; or

(d) is designated by the NLA as confidential,

but does not include information that:

(e) is or becomes public knowledge other than by breach of the TCSA or by any other unlawful means;

(f) is in the possession of that party without restriction in relation to disclosure before the date of receipt from the NLA; or

(g) has been independently developed or acquired by that party.

Cyber Attack means any action taken through the use of computer networks or any unauthorised access to or use of a computer system that is intended to have, is likely to have or does have an adverse effect on the security or reliability of data on the system or the accessibility of the system, and includes denial of service attacks.

Digitisation RFQ Form means the form contained in Schedule 4.

Digitisation Services means the services specified in Schedule 3.

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Harmful Code means any virus, denial of service, disabling or malicious device or code, 'worm', 'trojan', 'time bomb', or other harmful or destructive code, but does not include any technical mechanism that is included to manage the proper use of any software.

Intellectual Property Rights means any and all intellectual property rights anywhere in the world (including present and future intellectual property rights) including rights in respect of or in connection with:

(a) confidential information, know-how or any right to have information kept confidential;

(b) copyright (including future copyright and rights in the nature of or analogous to copyright);

(c) trade marks, service marks and other related marks; and

(d) all associated goodwill,

whether or not existing at the Commencement Date and whether or not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions.

Moral Right means each and every 'moral right' as defined in the *Copyright Act 1968* (Cth).

National Library of Australia or NLA means the body corporate established by the *National Library Act 1960* (Cth).

Optional Digitisation Services means the services specified in paragraph 1.3 of Schedule 3.

Order Form means the document, executed by the parties and titled 'Trove Collaborative Services Agreement Order Form', which sets out specific details relating to the Services, such as the Commencement Date, Pricing Tier, Confidential Information, etc.

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth).

Pricing Tier means any of the pricing tiers specified in Schedule 5.

Problem means any disruption to the Services, reduction in the quality of the Services or Security Incident.

Security Incident means security breach, violation, contact or approach from those seeking unauthorised access to material relating to the Services.

Services means the Trove Collaborative Services described in Schedule 1 and any Digitisation Services provided by the NLA in accordance with the TCSA.

Standard Digitisation Service means the service specified in paragraph 1.2 of Schedule 3.

Terms and Conditions means clauses 1 to 22 of the TCSA.

Trove Collaborative Services Agreement or **TCSA** means the agreement between the NLA and the Trove Partner, as amended from time to time, and includes:

- (a) an Order Form executed by both parties;
- (b) these Terms and Conditions;
- (c) the schedules and any attachments to the Terms and Conditions, as given effect to by the Order Form; and
- (d) any detailed descriptions of the Services posted on the NLA's website from time to time.

Trove Partner means the party specified as such in the Order Form and, where the context permits, includes the party's officers, employees, volunteer workers, agents and contractors.

Trove Partner Contact Person means the person identified as such in the Order Form or their nominee.

Trove Collaborative Services means the services specified in Schedule 1 and as described in more detail on the NLA's website from time to time.

Trove Strategic Advisory Committee means the committee established by the NLA to provide a forum for consultation on the delivery and development of the Trove Collaborative Services.

1.2 Interpretation

In this TCSA, except where the contrary intention is expressed:

- (a) headings are for ease of reference only and do not affect interpretation;
- (b) singular includes the plural and vice versa;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) a reference to a document or instrument including any referred to by a web address includes the document or instrument as novated, altered, supplemented or replaced including at a new web address from time to time;
- (e) a reference to time is to the time in the place where the obligation is to be performed;

- (f) a reference to a party is to a party to the TCSA and includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (g) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (h) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (i) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (j) the meaning of general words is not limited by specific examples and the word 'includes' in any form is not a word of limitation.

2. Entire Agreement

2.1 Entire Agreement in relation to delivery of the Services

The TCSA:

- (a) documents the entire agreement between the parties in relation to the delivery of the Services; and
- (b) supersedes or terminates:
 - (i) the Agreement to use Libraries Australia Services; and
 - (ii) all other agreements (whether legally binding or otherwise) relating to the Services or services substantially similar to the Services between the NLA and the Trove Partner (**Existing Agreements**), other than any agreements that are specifically listed in the Order Form to survive.

3. Structure of agreement and priority of documents

3.1 Agreement structure

The Trove Collaborative Services Agreement between the NLA and the Trove Partner consists of:

- (a) an Order Form;
- (b) the Terms and Conditions, as amended by the Order Form;
- (c) the schedules and any attachments to the Terms and Conditions, as given effect to by the Order Form; and
- (d) any detailed descriptions of the Services posted on the NLA's website from time to time.

3.2 **Priority of documents**

For the purposes of the TCSA, if there is any inconsistency between any of the documents mentioned below, a document higher in the following list prevails over a document lower in the list to the extent of any inconsistency:

- (a) the Order Form;
- (b) the Terms and Conditions;
- (c) the schedules and any attachments to the Terms and Conditions; and
- (d) any detailed descriptions of the Services posted on the NLA's website from time to time.

4. Duration of TCSA

4.1 **Agreement period**

The TCSA commences on the Commencement Date and (unless otherwise lawfully terminated) continues for the duration of the Agreement Period.

Part 2 – Services and obligations

5. Services

5.1 **Service obligations**

- (a) The NLA must supply the Services in accordance with Schedule 1 and Schedule 3 (if applicable) and with due skill and care.
- (b) The NLA acknowledges that the contributions made by the Trove Partner under or in connection with the TCSA play an important part in achieving the objectives of the Services. The NLA will recognise and promote the Trove Partner's contributions as set out in Schedule 1 and Schedule 3 (if applicable).
- (c) The Trove Partner agrees that while the NLA will use reasonable endeavours to resolve Problems (including by working with third parties to resolve Problems), the NLA may temporarily suspend services without notice and will not be liable for any Service interruption.

5.2 **Problems**

- (a) The parties will notify each other promptly after becoming aware of a Problem.
- (b) In the event of a Problem, the NLA will use reasonable endeavours to rectify the Problem, which includes working with the NLA's third party suppliers to resolve Problems where applicable.
- (c) The Trove Partner must promptly provide any assistance reasonably required by the NLA to enable the NLA to assess and rectify a Problem by relaying information to or carrying out instructions from the NLA.

6. Trove Partner responsibilities

6.1 **Responsibilities**

- (a) In receiving the Services, the Trove Partner will:

- (i) comply with the NLA's technical standards as specified in the Order Form or as advised by the NLA from time to time;
 - (ii) provide information as required to enable the NLA to meet its obligations under the TCSA, including by providing copyright and access permissions, contact details, and logos in accordance with the standards specified by the NLA in writing;
 - (iii) protect any passwords including by not sharing passwords used to access the Services with unauthorised individuals or entities;
 - (iv) comply with relevant policies relating to the use of Trove as notified by the NLA;
 - (v) ensure the value of the Services provided by the NLA is not diminished, including by the Trove Partner on-selling or allowing third parties to access the Services for commercial or other purposes without prior consultation with, and approval of, the NLA; and
 - (vi) participate in elections referred to in Schedule 2 in which it is eligible to vote.
- (b) The Trove Partner acknowledges that it is liable for:
- (i) any breach by an official, employee, volunteer worker, agent or contractor of the Trove Partner of an obligation of the Trove Partner under this Agreement; and
 - (ii) any loss or damage to the NLA that is caused by any breach referred to in clause 6.1(b)(i).

7. Trove Strategic Advisory Committee

7.1 Establishment of Trove Strategic Advisory Committee

The NLA will establish the Trove Strategic Advisory Committee, and intends to consult with the Trove Strategic Advisory Committee in relation to the delivery and evolution of the Trove Collaborative Services.

7.2 Operation of Trove Strategic Advisory Committee

The Trove Strategic Advisory Committee will operate in accordance with the procedures set out in Schedule 2.

8. Payment for Services

8.1 Fees for Trove Collaborative Services

- (a) Schedule 5 sets out the Pricing Tiers that apply to the use of the Trove Collaborative Services. The Pricing Tier that applies to the Trove Partner is specified in the Order Form.
- (b) Subject to this clause 8, the Trove Partner must pay to the NLA the fees which correspond to the Pricing Tier specified in the Order Form annually in advance unless the parties agree otherwise.
- (c) Where the Commencement Date is a date other than 1 July, the annual fee for the Trove Collaborative Services will be proportionally reduced such that it only covers the period from the Commencement Date until the next occurrence of 30 June.

8.2 Fees for Digitisation Services

The fees that the NLA will charge for any Digitisation Services will be set out in a quote prepared by the NLA pursuant to paragraph 3.1(b) of Schedule 3. The quote will be based on the fees set out in Schedule 5 and the information provided by the Trove Partner in the Digitisation RFQ Form.

8.3 Fees for Libraries Australia Supplementary Services

The fees that the NLA will charge for Libraries Australia Supplementary Services are set out in Schedule 5.

8.4 GST on Services

- (a) Unless otherwise specified, any fee payable by the Trove Partner for any Services supplied under the TCSA is expressed exclusive of GST.
- (b) The Trove Partner will, on receipt of a tax invoice, pay the NLA an amount equal to the GST liability payable by the NLA on the supply of the relevant Services within 28 days of receiving the invoice.

8.5 NLA to provide invoice

The NLA must provide correctly rendered invoices to the Trove Partner.

8.6 Payment obligation

The Trove Partner must pay a correctly rendered invoice that is in accordance with the requirements of the TCSA within 28 days of receipt of the invoice.

Part 3 - Information management

9. Intellectual Property Rights

9.1 Intellectual Property Rights

- (a) All material that is contributed to the NLA, or created, by the Trove Partner under the TCSA will form part of the NLA's national collection.
- (b) Title to, and ownership of:
 - (i) all Intellectual Property Rights existing in the databases, digital tools and platforms used to deliver the Services remains vested in the NLA or where applicable in the licensor of the particular database or software; and
 - (ii) all Intellectual Property Rights in any material that is digitised pursuant to Schedule 3 is unaffected by this TCSA.
- (c) The Trove Partner grants the NLA a royalty-free, perpetual, irrevocable, world-wide, non-exclusive licence to use (including the right to sublicense) any material that the NLA receives from the Trove Partner under or in connection with the TCSA for any NLA function under section 6 of the *National Library Act 1960* (Cth) including any use related to the delivery of the Services.
- (d) The Trove Partner warrants that it will use reasonable endeavours to ensure that its provision of data or material to the NLA for the purpose of the NLA performing the Services will not infringe the Intellectual Property Rights or Moral Rights of any person or organisation. Any data or material provided by the Trove Partner that is found to infringe Intellectual Property Rights or Moral Rights of any person or organisation will

be removed from Trove in accordance with the NLA's Trove Content Inclusion Policy (as amended or replaced from time to time).

10. Confidentiality

10.1 Confidential Information not to be disclosed

A party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party, unless the Confidential Information:

- (a) is disclosed only to the extent strictly necessary in order for it to manage and perform its obligations or to exercise or enforce its rights under the TCSA or to abide by legal obligations;
- (b) is disclosed by a party to its personnel solely in order to comply with obligations, or to exercise rights, under the TCSA;
- (c) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of TCSA-related activities;
- (d) is disclosed by the NLA to the responsible Australian Government Minister or a House or a Committee of the Parliament of the Commonwealth of Australia;
- (e) is shared by the NLA with another Australian Government agency or the agency's advisers, where this serves the NLA's legitimate interests;
- (f) is authorised or required by law to be disclosed; or
- (g) is in the public domain other than as a result of a breach of this clause 10.

10.2 Obligations on disclosure

- (a) Where a party discloses Confidential Information to another person:
 - (i) if the disclosure is under clause 10.1(a), the party making the disclosure must, if required by the other party, obtain from the recipient a properly executed confidentiality undertaking in a form approved by the NLA; and
 - (ii) if the disclosure is under any of clauses 10.1(b) to 10.1(g), the party making the disclosure must inform the recipient of the confidential nature of the information.
- (b) A confidentiality undertaking will not be required under clause 10.2(a)(i) if the party making the disclosure confirms to the other party in writing that the recipient is an individual who is bound by obligations in their employment contract not to disclose the Confidential Information. The party making the disclosure must use all reasonable endeavours to enforce those obligations.

11. Security

11.1 NLA compliance with ISM

The NLA will comply with all applicable requirements of the Australian Government Information Security Manual (**ISM**).

11.2 Trove Partner cyber security

- (a) The Trove Partner must ensure that its systems are adequately protected to reduce the risk of a Cyber Attack.
- (b) The Trove Partner must use reasonable endeavours to prevent any Harmful Code from being introduced by it or any third party under its direction or control into the NLA's systems.
- (c) If a party becomes aware that Harmful Code has been, or is likely to have been, introduced into the other party's system, the party must:
 - (i) immediately notify the other party; and
 - (ii) cooperate with the other party as required to undertake remedial action to eliminate the Harmful Code and prevent re-occurrence and rectify any consequences (to the extent that they are capable of rectification).

12. Privacy

12.1 Privacy obligations of each party

- (a) Each party:
 - (i) acknowledges that the supply of Services may involve the collection, use or disclosure of Personal Information by either party; and
 - (ii) undertakes to work collaboratively with the other party to ensure that in the course of performing or receiving the Services all Personal Information is protected and each party complies with applicable privacy laws.
- (b) Each party warrants to the other party that:
 - (i) any Personal Information to be used in the performance or receipt of the Services has or will be collected with appropriate consent from and notification provided to the affected individual;
 - (ii) where it provides Personal Information to the other party or a third party in order to perform or receive the Services, the disclosure of the Personal Information is authorised by either the consent of the individual or another legal basis; and
 - (iii) it will not use the Personal Information it receives in the course of performing or receiving the Services for any purpose other than for that which the Personal Information was collected unless such use is authorised by law.
- (c) Each party must cooperate with the other party to identify any necessary treatments and organisational measures to ensure the security of Personal Information and prevent any unauthorised modification, misuse, loss or disclosure of Personal Information.

Part 4 - Risk management

13. Indemnity

13.1 Trove Partner indemnity

- (a) The Trove Partner indemnifies the NLA, its officers, employees, volunteer workers, agents and contractors (those indemnified) against losses reasonably sustained or incurred by any of those indemnified as a result of any claim made or threatened by a third party in relation to:
 - (i) a breach of contract; or
 - (ii) any wilfully wrongful, unlawful, or negligent act or omission of the Trove Partner, or its officers, employees, volunteer workers, agents or subcontractors in using the Services.
- (b) The NLA may enforce the indemnity in clause 13.1 in favour of the persons specified in clause 13.1 for the benefit of each of such persons in the name of the NLA or of such persons.
- (c) The Trove Partner's indemnity in this clause 13 will be reduced to the extent that the loss was contributed to by the wilfully wrongful, unlawful or negligent act of the NLA, its officers, employees, volunteer workers or contractors (except the Trove Partner), as substantiated by the Trove Partner.

14. Termination

14.1 Termination for convenience

- (a) Either party may, at any time, by giving not less than 60 days' notice, terminate the TCSA.
- (b) Where the TCSA is terminated by the Trove Partner under clause 14.1(a), the Trove Partner is not entitled to a refund of any prepaid fees.
- (c) Where the TCSA is terminated by the NLA under clause 14.1(a), the Trove Partner will be entitled to a refund of any prepaid fees in respect of Services that have not been provided.

14.2 Termination for default

Either party may by notice to the other party terminate the TCSA with immediate effect if any of the following apply:

- (a) the other party is in breach of the TCSA and the other party has not cured the breach within 14 days of being required to do so in a notice from the notifying party; or
- (b) the other party is in material breach of the TCSA and the breach cannot be cured.

14.3 Effect of termination

Subject to clause 21, immediately upon the termination or expiry of the TCSA, all rights granted to the Trove Partner under the TCSA are terminated. As a result of termination or expiry the NLA may suppress the Trove Partner's access to metadata and suppress information specific to the Trove Partner.

15. Dispute resolution

15.1 No arbitration or court proceedings

If a dispute arises in relation to the conduct of this Agreement (**Dispute**), a party must comply with this clause 15 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). If a party has sought or obtained any urgent interlocutory relief that party must then follow this clause 15.

15.2 Notification

A party claiming a Dispute has arisen must give the other party to the Dispute notice setting out details of the Dispute.

15.3 Parties to resolve Dispute

- (a) During the 14 days after a notice is given under clause 15.2 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts to resolve the Dispute before referring it to senior management of the parties.
- (b) If the Dispute cannot be resolved under clause 15.3(a), the parties must escalate the Dispute to the senior management level. The parties must use reasonable efforts to resolve within 30 days of the Dispute being referred to senior management.
- (c) Despite the existence of a Dispute, both parties must (unless requested in writing by the other party not to do so) continue to perform their obligations under this Agreement.

15.4 Confidentiality

Any information or documents disclosed by a party under this clause 15:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

15.5 Costs

Each party to a Dispute must pay its own costs of complying with this clause 15.

15.6 Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with clauses 15.1 to 15.3. Clauses 15.4 and 15.5 survive termination of the dispute resolution process.

Part 5 – Law and Policy

16. Compliance with law and policy

16.1 General obligation

Each party must, in performing its obligations under the TCSA, comply with all applicable laws and any applicable policies set out in the Order Form.

Part 6 – Miscellaneous

17. Variation

17.1 Variation to be in writing

Unless otherwise specified in the TCSA, no variation of the TCSA will be binding on the parties unless it is in writing and signed by them.

18. Negation of employment, partnership, agency

18.1 No employment, partnership or agency

The Trove Partner:

- (a) is not an agent, representative, trustee, employee or partner of the NLA by virtue of the TCSA and must not represent itself as such in any circumstances; and
- (b) has no power or authority to act for or to assume any obligation or responsibility on behalf of the NLA.

19. Notices

19.1 Notices to be in writing

A notice must be in writing, transmitted electronically to the address set out in the Order Form and signed by a person duly authorised by the sender.

20. Severability

20.1 Severability of terms

A term or part of a term of the TCSA that is illegal or unenforceable may be severed from the agreement and the remaining terms or parts of the terms of the agreement continue in force.

21. Survival

21.1 TCSA terms that survive termination or expiry

The following clauses survive the termination or expiry of the TCSA: clause 9 (Intellectual Property Rights); clause 10 (Confidentiality), clause 11 (Security), clause 12 (Privacy) and clause 13 (Indemnity).

22. Governing Law

22.1 Governing law and jurisdiction

The TCSA is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

Schedule 1 — Trove Collaborative Services

1. Overview

- 1.1 The NLA offers a range of digital services, made available using platforms and tools developed by the NLA, to support public access to hosted digitised material, linked digital material and metadata records through Trove.

The Services described in this Schedule 1 will be performed in relation to existing and future digital platforms and tools managed by the NLA, as follows:

- (a) **Trove Discovery:** an internet-based service providing members of the public with access to information in libraries, cultural and research organisations relevant to Australians. Trove Discovery provides access to all descriptive metadata from Libraries Australia and metadata harvested by the NLA from other third parties or generated as a result of collaborative digitisation projects.
- (b) **Trove Delivery:** an internet-based service providing delivery to the public of full text and other digital content ingested or digitised by the NLA, which is discoverable using Trove Discovery.
- (c) **Libraries Australia:** a collaborative internet-based service for Australian libraries and their users, providing access to the database of material held in Australian libraries known as the Australian National Bibliographic Database (**ANBD**). This service includes:
 - (i) library search and administration services;
 - (ii) resource sharing and interlibrary lending payment infrastructure;
 - (iii) cataloguing infrastructure, data contribution services and catalogue enrichment services;
 - (iv) membership of WorldCat; and
 - (v) additional supplementary fee-for-service components as outlined in Schedule 5.

The digital service suite includes the Services listed in paragraphs 2 to 10 of this Schedule.

- 1.2 The NLA may improve or modify operational or technical aspects of the Services as required to maintain the efficiency or effectiveness of the Services.

2. Content contribution services

- 2.1 The NLA supports a broad range of data harvest streams and digital object ingest mechanisms to ensure that both metadata and digital objects are compatible with the digital platforms that deliver content through Trove and Libraries Australia.

- (a) **Metadata and data contribution, ingest, aggregation and data syndication services** — the NLA will ingest metadata contributed by Trove Partners in accordance with standardised data schemas and transfer protocols.
- (b) **Metadata and data indexing, enrichment and re-use services** — the NLA will index and enrich metadata and data contributed by Trove Partners to facilitate

resource-sharing activities, data sharing and re-use through the application of data management standards, vocabularies and authorities, and other activities that protect the integrity or add value to the data corpus.

- (c) **Digital object ingest services** — the NLA will ingest selected born-digital and digitised objects contributed by Trove Partners in accordance with data transfer protocols.
- (d) **Digital object indexing and enrichment** — the NLA will enhance access to digital content where possible including through full-text indexing and quality assurance activities.

2.2 The Trove Partner agrees that the NLA may amend, remove or suppress data or material contributed by the Trove Partner (including material that is digitised pursuant to Schedule 3) where the amendment, removal or suppression:

- (a) is required for legal reasons;
- (b) is sought in a takedown request and the NLA, having regard to the principles outlined in the National and State Libraries Australia's position statement on takedowns, considers the takedown request to be appropriate;
- (c) is done to give effect to indigenous cultural and intellectual property protocols as applicable from time to time; or
- (d) is done in accordance with clause 14.3 of the Terms and Conditions.

3. Discovery services

3.1 The NLA will index and make metadata and data contributed by Trove Partners available for searching by the public on Trove Discovery and by Trove Partners on Libraries Australia discovery services (which may vary over time).

4. Delivery services

4.1 The NLA will deliver digital objects (whether digitised by the NLA or contributed by Trove Partners) to the public via Trove Delivery and enable navigation through the full-text.

5. Storage and hosting services

5.1 **Hardware and software infrastructure** — the NLA will provide or procure all IT infrastructure necessary to enable the delivery of the Services. The NLA will replace IT assets as required and perform basic upgrades.

5.2 **Cybersecurity** — the NLA will adhere to the Australian Government's Information Security Manual (ISM) requirements for IT security.

5.3 **Service availability standards** — the NLA will set targets for the level of availability of the Services and will use reasonable endeavours to meet or exceed those targets. The NLA will take reasonable steps to notify Trove Partners in advance of scheduled outages and will seek to schedule any outages outside business hours.

5.4 **Backups, disaster recovery and business continuity** — the NLA will maintain backup copies of data and digital files contributed by Trove Partners. The NLA will maintain the security of the data and material in accordance with Australian Government policy. The NLA will prepare and adhere to disaster recovery and business continuity plans that are designed to minimise any disruption to the Services.

6. Digital preservation services

- 6.1 The NLA will undertake long-term preservation and future-proofing activities, in accordance with standards to be advised by the NLA to Trove Partners from time to time. This will include regular data integrity checking, the retention of multiple copies including a Preservation Master File (where applicable) and ongoing content accessibility.

7. Co-branding and promotional services

- 7.1 The NLA will:
- (a) offer co-branding opportunities to Trove Partners and publish on its website referrals to contributor and Trove Partner websites, content and services as appropriate; and
 - (b) provide visible acknowledgement of Trove Partner contributions.

8. Metrics and analytics services

- 8.1 The NLA will provide specified data analytics and reporting services to support collection analysis and data-driven decision-making in Trove Partner organisations, including via a password-protected self-service statistical dashboard..

9. Trove Partner and customer support services

- 9.1 The NLA will:
- (a) provide Trove Partner support, including fielding and triage of Trove Partner enquiries, troubleshooting and provision of policies and procedures manuals that support the use of the Services;
 - (b) provide or facilitate training for staff of Trove Partners; and
 - (c) facilitate professional development, skills and capability development within the Trove Partner community.

10. Outreach services

- 10.1 The NLA will:
- (a) provide outreach services, including managing and responding to enquiries from members of the public; and
 - (b) facilitate communications and marketing and information-sharing, including liaison and engagement with external stakeholders as appropriate.

11. Libraries Australia Document Delivery Service

11.1 Libraries Australia Document Delivery Service

If requested, the NLA will provide the Trove Partner an account to use the resource sharing and interlibrary lending payment infrastructure to enable the request and supply of collection items between Trove Partners.

11.2 Libraries Australia Document Delivery Payment Service

- (a) This paragraph 11.2 applies if the Trove Partner requests to receive the Libraries Australia Document Delivery Payment Service (**LADDPS**). The LADDPS involves the

NLA managing the financial transaction arising from a request from a receiving library for a document from a supplying library.

- (b) Under the LADDPS, the NLA will:
 - (i) at least quarterly, credit the Trove Partner for all fees that the NLA has collected from receiving libraries that have requested documents from the Trove Partner using LADDPS; and
 - (ii) render invoices to the Trove Partner for payments to supplying libraries that have delivered documents to the Trove Partner using LADDPS. The Trove Partner must pay all invoices within the time specified on the invoice.
- (c) The NLA will notify the Trove Partner of the receiving libraries that have not paid the NLA for the documents received from the Trove Partner within two months of being issued an invoice. The Trove Partner is then responsible for recovering any outstanding amounts due to it.

11.3 Recipient Created Tax Invoices

- (a) This paragraph 11.3 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.

Schedule 2 — Trove Strategic Advisory Committee

1. Purpose

- 1.1 Trove is a national asset whose value extends beyond the NLA. Contributing organisations across the Galleries, Libraries, Archives and Museums and Research (**GLAMR**) sectors are fundamental to its success. The Trove Strategic Advisory Committee is the principal advisory body through which the NLA will seek input from Trove Partners. The NLA will consult closely with the Committee and seek advice to inform decision-making on priorities and investment strategies affecting Trove. The intention is to ensure that decisions affecting the future evolution of collaborative digital services are not made in isolation.
- 1.2 The Trove Strategic Advisory Committee is not a legal entity and will not have legal or contractual responsibility for the delivery of Services offered through Trove. The NLA retains ultimate financial risk, accountability and decision-making authority.

2. Responsibilities/Terms of Reference

- 2.1 Specific responsibilities of the Trove Strategic Advisory Committee include:
- (a) providing strategic advice and recommendations on the development of policies and infrastructure affecting the suite of services delivered through Trove;
 - (b) assisting the NLA to evaluate and prioritise existing services; and
 - (c) consulting with Trove Partner organisations that are not directly represented on the Committee when appropriate.

3. Structure and Membership

- 3.1 The Committee will comprise both elected and appointed representatives to ensure balanced and equitable representation from the hundreds of GLAMR organisations that have invested in Trove. The Committee will operate as a strategic leadership group as well as a representative sample of this diverse set of organisations.
- 3.2 To ensure the Committee recognises both sectoral interests and level of investment appropriately, the membership base of the Committee will be as follows:
- (a) Trove Partners from the lower tiers (**Group A**) will elect three members from within that cohort to represent them;
 - (b) Trove Partners from the upper tiers (**Group B**) will elect three members from within that cohort to represent them;
 - (c) up to four members may be appointed at the discretion of the Director-General of the NLA. The purpose of these appointees is to ensure the Committee represents both the broad spectrum of interests across the membership base and can provide appropriate leadership advice to inform decision-making;
 - (d) the Director-General of the NLA; and
 - (e) two Assistant Directors-General from the NLA, who will participate in an ex officio capacity.

Number	Mechanism for selection and appointment
Three	Elected by and from Trove Partners in the lower tiers – Group A
Three	Elected by and from Trove Partners in the upper tiers – Group B
Up to four	Appointed by invitation from the NLA
One	Director-General of the NLA
Two (ex officio)	Assistant Directors-General, NLA

3.3 For the purposes of paragraph 3.2(a) and 3.2(b), an organisation is deemed to be:

- (a) in Group A if it is in Tiers 1-12 inclusive, Tier 888 or Tier 999; and
- (b) in the Group B if it is in Tiers 13 – 25 inclusive.

4. Elected members

4.1 Two election processes will be conducted simultaneously to appoint Committee members to represent Group A and Group B. Group A members will be eligible to nominate and vote for three Group A positions and Group B members will be eligible to nominate and vote for three Group B positions. Each Trove Partner in each Group will have one vote.

4.2 The NLA will invite those nominees from each Group who receive the highest number of votes to join the Committee. The highest number of votes will be determined in accordance with a preferential voting process whereby:

- (a) the candidate who receives the fewest first preference votes will be excluded and each of their first preference votes will be counted to the next un-excluded candidate in the order of preference indicated by the voter and will be regarded as first preference votes; and
- (b) the process of eliminating candidates who have received the fewest first preference votes will be repeated until the number of candidates remaining equals the number of vacancies for the relevant Group.

4.3 Where the preferential voting process results in a tie for the third and final vacancy for a Group, the candidate with the most first preference votes prior to the allocation of first preference votes from the excluded candidates will be elected.

4.4 Elections will be conducted to replace or reappoint (as the case may be) elected members at the end of their term on the Committee.

4.5 The NLA may engage an external service provider to conduct the elections referred to in paragraph 4.1 and 4.4.

5. Appointed members

5.1 The NLA may co-opt up to four individuals to join the Trove Strategic Advisory Committee at its discretion. Co-opted members will be chosen by the NLA to complement the skills and expertise of the elected Committee members and ensure diversity of representation on the Committee.

6. Term

- 6.1 Committee members will be elected or appointed for three year terms. Committee members may serve for a maximum of three terms.

7. Replacement of Committee members

- 7.1 Where a Committee member relinquishes their membership of the Committee, the Committee member may be replaced by:
- (a) if the member was appointed by the NLA pursuant to paragraph 3.2(c), the NLA appointing a replacement Committee member; and
 - (b) if the member was elected pursuant to paragraph 4, the Committee appointing a replacement Committee member.

8. Chair

- 8.1 The Director-General will seek nominations for the election of the Chair (and any replacement Chair) of the Trove Strategic Advisory Committee from amongst the elected and appointed representatives. The Committee then elects the Chair by majority vote. NLA Committee members are not eligible to be the Chair.
- 8.2 The role of the Chair is primarily administrative, ie running meetings, and representational, ie speaking in public fora. Where the Committee holds a vote and there is a tied result, the Chair may make a casting vote.

9. Committee Meetings and Recommendations

- 9.1 Trove Strategic Advisory Committee meetings will be convened by the NLA not less than once per quarter, and at least two Committee meetings will be face-to-face per annum. The NLA will arrange and meet all reasonable travel and accommodation costs for Committee members.
- 9.2 The NLA will consult with and seek advice from the Trove Strategic Advisory Committee on issues that, in the NLA's judgement, could have a material effect on the delivery of Trove Collaborative Services.
- 9.3 The purpose of the Committee will be to develop options and make recommendations for consideration by the NLA. It is desirable that recommendations are acceptable to all members of the Committee and the Committee should strive to reach consensus. Where this is not possible, the Chair may call for a vote. A simple majority of Committee members present for the vote will determine the outcome. If a majority of the Committee members do not vote in favour of a recommendation, the recommendation will not be presented to the NLA.
- 9.4 The NLA will review all recommendations by the Committee and provide a written response to the Committee.
- 9.5 The Committee may establish short-term task forces or seek expert advice from the broader Trove Partner group (or both) to assist with its deliberations. Any costs associated with task forces must be approved by the Director-General of the NLA.
- 9.6 The Committee may develop procedures to assist it with its deliberations or the operation of the Committee generally. Such procedures must be approved by the NLA prior to being implemented.

10. Quorum

- 10.1 A quorum for a meeting of the Committee will be achieved where a majority of the current Committee members are in attendance at the relevant meeting.
- 10.2 A Committee member is not permitted to appoint a delegate to represent them where they cannot attend a Committee meeting.

11. Secretariat

- 11.1 In consultation with the Chair, the NLA will prepare the agenda and associated papers for discussion at Committee meetings. Trove Partners may request that items be included on the agenda for a meeting. The NLA will prepare minutes of each Committee meeting. Following each Committee meeting, a short document with key messages and discussion points arising from the meeting will be prepared by the NLA for the Chair's approval, and it will be made available to Trove Partners through the Trove website after the Chair has approved the document.
- 11.2 NLA staff may attend Trove Strategic Advisory Committee meetings to present papers and perform Secretariat functions, but will not be members of the Committee.

12. Confidential information

- 12.1 Members of the Trove Strategic Advisory Committee and others with access to Committee documents due to their involvement with the Committee must sign a formal undertaking that they will respect the confidentiality of information to which they have access in the course of performing their role. The signed undertaking must be provided to the Chair. The NLA will inform Committee members and other persons with access to Committee documents or information when documents and information can be shared beyond the Committee.

Schedule 3 – Digitisation Services

1. Digitisation Service

1.1 Nature of Service

Under this agreement, the NLA offers the Trove Partner optional digitisation services for text-based source materials at a Trove Partner rate as outlined in Schedule 5.

1.2 Standard Digitisation Service

The Trove Member may, in accordance with paragraph 3, request the NLA to provide the Standard Digitisation Service, which comprises:

- (a) assistance in the identification and sourcing of the best copy of the source material for digital capture;
- (b) transportation of the source material including insurance of material while it is in the NLA's possession or at the premises of an NLA-approved service provider;
- (c) digital capture (i.e. scanning) of the source material;
- (d) optical character recognition (OCR) processing of the source material to support enhanced discovery on Trove;
- (e) quality assurance of the scanned source material and OCR processing;
- (f) enabling discovery of the source material in Trove;
- (g) enabling delivery in Trove;
- (h) enabling long-term access in Trove; and
- (i) promotion of the digitised material.

1.3 Optional Digitisation Services

The Trove Partner may, in accordance with paragraph 3, request the NLA to provide a quote to provide the following Optional Digitisation Services:

- (a) priority service for where the Trove Partner requires content within specific timeframe;
- (b) rights investigation;
- (c) supply of digital files - TIFFs / bookmarked PDFs with OCR if one of the following conditions are met:
 - (i) the Trove Partner is the copyright holder;
 - (ii) the content is out of copyright;
 - (iii) the copyright holder provides permission; or
 - (iv) copyright is unknown or unable to be established following reasonable investigation by the Trove Partner;
- (d) additional (non-NLA standard) technical metadata; and

- (e) customised promotion/launch plan.

2. Effect of digitisation

2.1 Trove Partner acknowledgement

The Trove Partner acknowledges that the NLA will undertake digitisation of source materials on the understanding that:

- (a) the NLA will provide unrestricted public access to the source material through Trove;
- (b) where the source of the content (for instance, the original title) is still in copyright, the Trove Partner must negotiate and document reproduction licence and permission with the copyright owners; and
- (c) the NLA has the right to manage the content for access in whatever way it considers appropriate.

3. Ordering Digitisation Services

3.1 Process

- (a) The Trove Partner may submit a Digitisation RFQ Form to request a quote from the NLA for the provision of the Standard Digitisation Service and the Optional Digitisation Services (if applicable).
- (b) Upon receiving a Digitisation RFQ Form, the NLA will send an email quote to the Trove Partner Contact Person setting out the fee that the NLA will charge to perform the requested Digitisation Service based on:
 - (i) the information provided on the Digitisation RFQ Form by the Trove Partner; and
 - (ii) the fees set out in Schedule 5.
- (c) If Trove Partner accepts the quote provided by the NLA pursuant to paragraph 3.1(b), the NLA will provide the requested Digitisation Service in accordance with the quote and the TCSA.

Schedule 4 – Digitisation RFQ Form



Trove Collaborative Services Agreement Digitisation Request for Quote Form

The Trove Partner is to complete and submit this Digitisation RFQ Form to the NLA where it wishes to use the Digitisation Services.

Description	Details
Trove Partner's name	<insert Trove Partner's name and ABN>
Trove Partner contact person details	<Insert the details of a contact person who the NLA should contact in relation to the Digitisation Services and to whom invoices will be sent> Name: <insert> Address: <insert> Email: <insert> Telephone: <insert>
Material covered by this Order	<Insert details of material to be digitised, including: <ul style="list-style-type: none"> • the format of source material (eg book, journal, newspaper, pamphlet, microfilm or hard copy); • if the source material is not microfilm, a physical description of the item(s) including dimensions, fragility, fold-outs and colour plates; • the title of the source material (if applicable); • date ranges; • whether the source material is complete and suitable for digitisation; and • the language(s) contained in the source

Description	Details
	material>
Location of source material	<insert>
Borrowing and copyright permissions	<p><If source material is borrowed, please confirm that the lending institution has agreed to lend the material for the purpose of it being digitised into Trove></p> <p><Please confirm that copyright permission from the copyright owner has been given where the source material is still in copyright></p>
Number of pages to be digitised	<Please estimate the number of pages that are required to be digitised>
Additional stakeholders	<Please identify any non-Trove Partner stakeholders involved and provide contact details should the NLA need to contact them regarding the digitisation request>
Required completion date	<If the Trove Partner requires the digitisation to be completed by a certain date, insert that date here>
Maximum budget	<If the Trove Partner has a budgeted amount it cannot exceed, please insert that amount here. Otherwise, write 'N/A'>
Request for Optional Digitisation Services	<If the Trove Partner requires any Optional Digitisation Services described in paragraph 1.3 of Schedule 3, please list here>

Schedule 5 – Fees

1. Trove Collaborative Services Membership Fees

1.1 Pricing Tiers

The fees for provision of the Trove Collaborative Services are determined in accordance with the Pricing Tiers set out in the table below:

Pricing Tier	Price ex GST
1	\$550
2	\$800
3	\$1,200
4	\$1,800
5	\$2,500
6	\$3,500
7	\$4,500
8	\$6,900
9	\$9,000
10	\$12,000
11	\$15,200
12	\$20,000
13	\$23,000
14	\$29,000
15	\$33,000
16	\$42,000
17	\$61,000
18	\$61,000
19	\$70,000
20	\$80,000
21	\$80,000
22	\$96,000
23	\$100,000
24	\$100,000
25	\$110,000
999	\$1,000
888	\$2,000+*

*The actual price will vary depending on the level of interlibrary loan activity.

2. Digitisation Fees

2.1 Standard Digitisation Service Fees

- (a) Unless one or more of the circumstances described in paragraph 2.1(b) apply, the NLA's quote for the Standard Digitisation Service will be based on the prices below:

Print — Price per page (ex GST)			Microform — Price per page (ex GST)		
Book	Journal	Newspaper	Book	Journal	Newspaper
\$2.30	\$2.35	\$2.00	\$2.15	\$2.20	\$1.40

- (b) The NLA will provide the Trove Partner with pricing determined on a case by case basis in its quote for the Standard Digitisation Service where:
- (i) the Trove Partner requests the digitisation of more than 100,000 pages;
 - (ii) the Trove Partner requests the digitisation of complex source materials that require specialised scanning such as colour critical content, fragile documents, complex fold-outs, and oversize documents;
 - (iii) OCR processing of source material in non-Roman alphabet is required;
 - (iv) ingest or conversion (or both) of the Trove Partner's digital files into a format suitable for delivery on Trove is required as those files do not adhere to the NLA's technical standard;
 - (v) preservation treatment is required for digitisation; and
 - (vi) the creation of catalogue records is required.

2.2 Optional Digitisation Services Fees

The NLA will determine pricing for the Optional Digitisation Services on a case by case basis, and the price will be included in a quote prepared by the NLA pursuant to paragraph 3.1(b) of Schedule 3.

2.3 Cost variations between quote and invoice

- (a) The parties acknowledge that quotes provided by the NLA pursuant to paragraph 3.1(b) of Schedule 3 are based on page estimates of the source material that is to be digitised, and accordingly there may be a discrepancy between the price quoted by the NLA and the amount invoiced to the Trove Partner due to discrepancies between the page estimate and the actual number of pages scanned.
- (b) If, during the course of performing the Digitisation Services, the NLA discovers that:
- (i) the actual number of pages that are required to be digitised is 10 per cent or more than the page estimate listed in its quote; or
 - (ii) digitising the actual number of pages required by the Trove Partner will exceed any budget constraint specified by the Trove Partner in its Digitisation RFQ Form,

the NLA will stop digitising the Trove Partner's source material upon reaching the specified budget constraint, or where no budget constraint is specified, upon reaching

the amount specified in the NLA's quote, and contact the Trove Partner to determine whether any additional digitisation work will be performed.

3. Libraries Australia Supplementary Services

3.1 Libraries Australia Document Delivery

- (a) There is no charge for placing requests through the Libraries Australia Document Delivery Service, nor are there any service charges for using the Libraries Australia Document Delivery Payment Service to manage supply charges.
- (b) Supplying libraries may impose a charge on the supply of documents which will be passed on to the requesting library, and use the Libraries Australia Document Delivery Payment Service to administer those charges.

3.2 Data on demand

Data on demand services provide the Trove Partner with access to additional data to enhance its collection records. The service comprises:

- (a) **Holdings File (Products) Service** allows the Trove Partner to order files of records that match a certain client-initiated query. The fees for this service are set out below:
 - (i) a set-up charge of \$66.00 inc GST per Product, except when requested by a consortium. The set-up charge for a consortium is \$200 inc GST; and
 - (ii) a per record charge as described below:
 - (A) Standard: \$0.44 inc GST per record that is delivered by file transfer over the Internet;
 - (B) Concessional: \$0.22 inc GST per record for data refresh where an entire file of bibliographic records has previously been supplied to the Trove Partner; and
 - (C) Consortia: \$0.66 inc GST per record and the concessional rate of \$0.22 inc GST will also apply.
- (b) **Authority MARC output**

The prices below are inclusive of GST.

	Australian Authorities		All Authorities (complete set of names, titles, subjects in MARC21)		Linked Authorities (completes et of names, titles, subjects in MARC21)	
	Base file (per order)	Quarterly update file (per annum)	Base file (per order)	Quarterly update file (per annum)	Base file (per order)	Quarterly update file (per annum)
Single Library	\$550	\$550	\$1100	\$550	500,000 holdings of less: \$550	\$550
					More than	

	Australian Authorities		All Authorities (complete set of names, titles, subjects in MARC21)		Linked Authorities (complete set of names, titles, subjects in MARC21)	
					500,000 holdings: \$1100	
Consortium of Libraries	\$1150	\$1150	\$2200	\$1150	\$2200	\$1150

(c) **Concordance files** to enable data matching between systems is \$66 inc GST per order (\$200 inc GST for Consortia).

(d) **Document Delivery Location Data**

(i) The fee for a single site is \$275 inc GST.

(ii) The fee for consortia (where data is loaded on a single shared server) is \$495 inc GST.

3.3 Cataloguing clients software

This is available to the Trove Partner free of charge.

3.4 Collection analysis

This service gives the Trove Partner access to a range of reports including unique holdings, collection overlap and subject analysis. The fees are:

(a) Reports: \$0.11 inc GST per record; and

(b) Title List: \$66 inc GST per order.



Trove Collaborative Services Agreement Order Form

This Order Form is part of the TCSA between the National Library of Australia and the Trove Partner.

Description	Terms and Conditions Clause Reference	Details
Trove Partner's name	CI 1.1	<insert Trove Partner's name and ABN>
Customer Number	N/A	<insert Trove Partner customer number>
Trove Partner Contact Person	CI 1.1	<insert position of Trove Partner Contact Person> <insert contact email>
Commencement Date	CI 1.1	<insert 1 July 2019 or such other date as may apply to late joiners>
Trove Partner Representative who is authorised to vote for the election of Trove Strategic Advisory Committee members	Schedule 2	<insert name> <insert position> <insert contact email and telephone number>
Agreement Period	CI 1.1	The Commencement Date to 30 June 2022.
The Terms and Conditions that are incorporated into this Order Form	N/A	The Terms and Conditions dated <insert> and available on the NLA's website.
Existing Agreements between the NLA and the Trove Partner which are intended to continue and not be terminated by entry into the TCSA	CI 2.1	<insert any agreements between the NLA and the Trove Partner which are intended to continue or record 'All existing agreements are terminated'. For example, National and State Libraries Australasia Consortium Deed.>

Description	Terms and Conditions Clause Reference	Details
Confidential Information	CI 1.1	None identified as at the Commencement Date.
Applicable Pricing Tier and fees	CI 8.1	<Insert applicable Pricing Tier and fees>
Address for notices and questions	CI 19	NLA: <insert email address for notices> Trove Partner: <insert email address for notices>
Applicable Policies	CI 16	<list any policies Trove Partners are required to comply with>
NLA technical standards	CI 6.1	<insert>

Executed as an agreement.

Executed by the NLA by its duly authorised representative:)
)
)
)
)

.....
 Signature of delegate

.....
 (Print) Full name and position of delegate

Date:

Executed by the Trove Partner by its duly authorised representative:)
)
)
)
)

.....
 Signature of authorised representative*

.....
 (Print) Full name and position of authorised representative

Date:

*By executing this document, the signatory warrants that the signatory is duly authorised to execute this document on behalf of the Trove Partner.