

## Schedule 1 — Trove Collaborative Services

### 1. Overview

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- 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

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- 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

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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

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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

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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**

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- 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**

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- 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**

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- 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**

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- 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**

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- 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**

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### **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.