

Schedule 1 – Trove Collaborative Services

1. Overview

- 1.1 The NLA offers a range of services, made available using platforms and tools operated by the NLA, it's contractors and it's Partners, to support public access to hosted digitised material, linked digital material and metadata records through Trove.
- 1.2 The components of Trove offer specific functionality across the digital content management lifecycle and enable services to be delivered to TCS partners based on individual needs, such as;
 - a) Digitise – Digitisation of cultural collections across multiple formats
 - b) Collect – Pathways to collect items based on organisation and content needs
 - c) Manage – Item records maintained and linked to enhance discoverability
 - d) Store – Secure and central store and preservation of digital items
 - e) Access – Nested collections for end-users with ownership attributed to responsible partner
 - f) Support and Govern – Dedicated teams for service and technical delivery, governance and technology innovation
- 1.3 The Services described in this Schedule 1 include all services delivered by the NLA under Trove Collaborative Services. Access to these services is dependent on the pricing package listed in the Order Form as outlined in Schedule 3. Access to services delivered on a fee-for-service basis will be quoted pricing per request.
- 1.4 The Services described in this Schedule 1 will be performed in relation to existing and future digital platforms and tools managed by the NLA. The digital service suite includes the Services listed in paragraphs 2 to 11 of this Schedule.
- 1.5 The NLA may improve or modify operational or technical aspects of the Services as required to maintain the efficiency or effectiveness of the Services.
- 1.6 The NLA may add, modify or remove Services offered as required to ensure the ongoing sustainability and success of Trove Collaborative Services. The NLA will provide notification in writing to TCS Partners at least 60 days prior to these changes. Pricing Packages will be reviewed based on these changes with amendments to individual order forms communicated where required.

2. Content Contribution Services

- 2.1 The NLA supports a range of data ingest mechanisms to ensure that both metadata and digital objects are compatible with the digital platforms that deliver content through Trove.
 - a) Metadata and data contribution services – the NLA will ingest metadata and data contributed by Trove Partners in accordance with standards specified on the Trove website.
 - b) Metadata and data enrichment and re-use services - the NLA will enrich metadata and data contributed by Trove Partners for the purpose of adding value to or protecting the integrity of the corpus, to facilitate data and resource sharing activities, or to improve the user experience in Trove.
 - c) Digital object contribution services - the NLA will accept born-digital and digitised objects from Trove Partners in accordance with standards specified on the Trove website.
 - d) Digital object enrichment and re-use services - the NLA will enrich digital objects for the purpose of adding value to or protecting the integrity of the national combined cultural collection, to facilitate data and resource sharing activities, or to improve the user experience in Trove
- 2.2 The Trove Partner agrees that the NLA may amend, remove or suppress metadata, data or digital objects contributed by the Trove Partner (including material that is digitised pursuant to paragraph 11 of this schedule) 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 and Delivery Services

- 3.1 Trove Platform (metadata and data) - The NLA will make metadata and data contributed by Trove Partners, as well as enrichments derived by the NLA, available to both the public and Partners on the Trove platform.
- 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.
- 3.3 Partner collection management (metadata) - Trove Partners will have access to additional search and discovery functionality, for the purpose of Partner collection management (formerly known as Libraries Australia Search).
- 3.4 Trove Platform (digital objects) - The NLA will deliver digital objects (whether digitised by the NLA or contributed by Trove Partners) to the public via the Trove Platform and enable discovery/delivery through additional enriched data where available.

4. Storage, Hosting and Digital Preservation Services

- 4.1 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.
- 4.2 Cybersecurity – the NLA will adhere to the Australian Government's Information Security Manual (ISM) requirements for IT security.
- 4.3 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 these 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.
- 4.4 Backups, disaster recovery and business continuity – the NLA will maintain backup copies of metadata, data and digital objects 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.
- 4.5 The NLA will undertake long-term preservation and future-proofing activities, in accordance with standards specified on the Trove website.

5. Content Access and Usage Services

- 5.1 The NLA will:
 - a) Provide Trove Partners with machine-readable access to metadata, data and digital objects for re-use.
 - b) Provide access and usage of metadata, data and digital objects on the Trove Platform to Trove Partners for commercial purposes on:
 - i) An annual access fee calculated on search activity in the Partner Collection Management search (formerly known as Libraries Australia Search); or
 - ii) A request, fee-for-service basis.

6. Co-branding and Promotional Services

- 6.1 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;
 - b) Provide visible acknowledgement of Trove Partner contributions;
 - c) Develop, in collaboration with Trove Partners, collection features to be made discoverable on the Trove Platform (where available); and
 - d) Publish Trove Partner blog posts on the Trove Platform (where available).

- e) Facilitate communications and marketing and information-sharing, including liaison and engagement with external stakeholders as appropriate.

7. Metrics and Analytics Services

- 7.1 The NLA will provide specified data analytics and reporting services to support collection analysis and data-driven decision-making in Trove Partner organisations through;
- a) Collection Insights - a request, fee-for-service basis; and/or
 - b) Trove Partner Dashboard - a password protected, self-service statistical dashboard

8. Partner Support Services

- 8.1 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 of staff of Trove Partners through the Partner Learning Hub;
 - c) Facilitate professional development, skills and capability development within the Trove Partner community;
 - d) Develop and deliver webinars and information sessions to support services.

9. Trove End-User Support Services

- 9.1 The NLA will:
- a) Provide and manage compliment and complaint services for Trove end-users; and
 - b) Provide and manage enquiry services for Trove end-users.

10. Resource Sharing Services

- 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.

11. Digitisation Services

11.1 Under this agreement, the NLA offers the Trove Partner optional digitisation services for source materials at a discounted Trove Partner rate that is outlined on the Trove website.

11.2 Standard Digitisation Service

The Trove Partner may, in accordance with 11.5, request the NLA to provide the Standard Digitisation Service, which comprises:

- a) 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;
- b) Digital capture (i.e scanning) of the source material;
- c) Optical character recognition (OCR) processing of the source material to support enhanced discovery on Trove, where possible;
- d) Quality assurance of the scanned source material;
- e) Enabling discovery of the source material on Trove;
- f) Enabling delivery in Trove;
- g) Enabling preservation and long-term access on Trove; and
- h) Promotion of the digitised material;
- i) Acknowledge the holding and funding organisations of the source material in Trove delivery.

11.3 Optional Digitisation Service

The Trove Partner may, in accordance with 11.5, 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) Supply of digital content to NLA standards, in a format and method supported by the NLA 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;

11.4 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;
- c) the NLA has the right to provide access to the source material to organisations for commercial purposes under a fee-for-service agreement; and
- d) the NLA has the right to manage the content for access in whatever way it considers appropriate.

11.5 Ordering Digitisation Services

The following process will be followed by both the Trove Partner and the NLA in ordering digitisation services:

- 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 the information provided on the Digitisation RFQ Form by the Trove Partner.
- c) If the Trove Partner accepts the quote provided by the NLA pursuant to clause 11.5 (b), the NLA will provide the requested Digitisation Service in accordance with the quote and the TCSA.