

AGREEMENT

between the State Library of New South Wales

and _____

PURPOSE

This Agreement establishes _____ Library Services ('the parties') as a partner with the State Library of NSW in the indyreads™ local eContent management project and permits the Library Service readers (card holders) access to the hosted statewide licensed digital content (eBooks & Audio) under the terms and conditions of the publisher licenses. The Council Library staff may also use the indyreads™ platform to host selected content from their local studies collection in accordance with the Copyright Act 1968 and to upload content licensed directly from community publishers and content creators using the NSW Public Library Agreement for the Purchasing of Electronic Content.

PRINCIPLES

The State Library of New South Wales (SLNSW) agrees at no charge:

- To provide the indyreads™ local eContent management platform supplied by our technology partner Odilo to the library service at no charge.
- To provide the library services registered card holders with access to a statewide collection of eBook and eAudio titles.
- To negotiate directly with Australian publishers and distributors for the purchase of digital content for the statewide consortia collection in accordance to principles outlined in the *NSW Public Library Agreement for the Purchasing of Electronic Content*.
- To design and develop a marketing strategy, including marketing collateral, to promote the digital collection hosted on the indyreads™ platform to public library readers.
- To undertake an annual review of the indyreads™ project with the NSW.net Content Working Group to guide the strategic direction of the initiative.
- To provide primary support training on the Odilo local eContent management platform and associated Android, IOS and Microsoft desktop apps to NSW public library staff via webinars, videos and user manuals.
- To provide training on the licensing of local community content using the *NSW Public Library Agreement for the Purchasing of Electronic Content*.
- To provide end user (card holder) support collateral to NSW public libraries.
- To coordinate secondary technical support (refer to FAQs) with Odilo for issues which cannot be resolved by public library staff.

The Council agrees to:

- Provide the SLNSW with the SIP2 server intake parameters as specified in the form forwarded to library managers and provide a patron account for testing purposes.
- Cooperate with the SLNSW and the technology vendor Odilo to configure authentication between the LMS and Odilo TK platform.
- Designate an appropriate staff member as the main point of contact for the indyreads™ project to assist with set-up and ongoing project related communication pertaining to marketing, training and technical support.
- Promote and publicise the indyreads™ eBook collection to library clients using marketing materials developed by the SLNSW.
- Create appropriate catalogue records for local studies digitised content and community acquired titles licensed by the library and imported onto the indyreads™ platform
- To import catalogue records for the statewide consortia collection from the indyreads™ administration portal into your LMS catalogue.
- To perform primary support for authorized readers (card holders) using the indyreads platform. *The SLNSW and Odilo will provide secondary support by e-mail, chat, video conferencing and phone, including documentation and training.*
- Comply with the terms and conditions for the acquisition and use of digital content as outlined in the *NSW Public Library Agreement for the Purchasing of Electronic Content* and associated guidelines to be forwarded to the NSW public library network.
- Ensure that any content uploaded onto the platform adheres to the libraries collection development policy and agree to remove content if directed by the SLNSW.
- Adhere to the guidelines provided by the SLNSW for the selection and importing of digitised local studies content onto the indyreads™ platform.
- Assure that access to digital rights managed content is restricted registered readers (card holders) of the library as authenticated by the library's automated management system.
- Respond appropriately to any misuse by a reader (card holder) your service's public library clients.

DURATION

Once signed by authorised officers of both parties, this Agreement will remain in effect for the duration of the indyreads™ project, unless the Council Library decides to opt-out of the initiative, providing a minimum 30 days notification.

VARIATION

This Agreement may be modified with the mutual consent of the authorised officers of both parties.

SIGNED FOR THE PARTIES

For the State Library of New South Wales

Signature _____

Date _____

Name **Ross Balharrie**

Title **A/Lead NSW.net Services**

For [Council name]

Signature _____

Date _____

Name _____

Library Manager _____