



## **MEMORANDUM OF UNDERSTANDING**

### **CONTRIBUTION OF DATA FOR NATIONAL DISCOVERY SERVICES**

#### **PARTIES**

This is a Memorandum of Understanding (MoU) between the National Library of Australia (the Library) and [INSERT NAME OF CONTRIBUTOR] (the Contributor).

#### **BACKGROUND**

- The Library currently operates a range of collaborative online discovery services and is planning to redevelop and extend those services.
- The Contributor possesses certain data (either metadata or full text data) which would enhance those discovery services, and is willing to contribute that data to the Library.

#### **STATUS AND TERM**

This MoU is not legally binding and will take effect from the later of the dates of signing below, and will continue indefinitely until one party terminates the MoU by providing 20 working days notice in writing or by e-mail to the other party.

If the MoU is terminated, the two parties will discuss and agree on whether the Library should delete the previously contributed data from its discovery services.

Intellectual property that exists or is created as part of this relationship remains with the creator. Each party is, however, granted a non-exclusive licence to use the intellectual property for the purpose of the project.

#### **COSTS**

Both parties acknowledge that their participation in this MoU will incur costs. Each party will meet its own costs.

#### **OBLIGATIONS OF THE LIBRARY**

The Library will:

- Harvest the Contributor's data in a manner which avoids or minimises any disruption to the Contributor;
- Provide advice to the Contributor on the Library's requirements with respect to technical and data standards;
- Include the Contributor's data in its services, thus referring additional traffic to the Contributor's site;

- Not permit, without the Contributor's permission, any third party to modify the Contributor's data;
- Make its best efforts to ensure that the Library's discovery, harvesting and other relevant automated services are available reliably (target average availability: 99.5%) and with satisfactory response times;
- Consult with the Contributor about planned improvements to the Library's discovery services; and
- Support effective communications with other contributors and with the Library itself.

## **OBLIGATIONS OF THE CONTRIBUTOR**

The Contributor will:

- Make arrangements which facilitate the harvesting of its data by the Library;
- Conform to the Library's technical and data standards to the maximum extent practicable;
- Use its best efforts to contribute the data as soon as possible after it is generated by the Contributor;
- Provide the Library with any technical and explanatory information about the data which the Library requests;
- Allow the Library to reproduce, publish, modify and otherwise use the Contributor's data in its programs including in its discovery services and machine-to-machine interfaces;
- Allow the Library to use information about the Contributor (including its logo where applicable) in its discovery services;
- Acknowledge that users of the Library's discovery services will be able to retrieve and download the data; and
- Inform the Library if any links from the data will need to change because of relocation of content on the Contributor's web site.

## **DESCRIPTION OF DATA TO BE CONTRIBUTED**

**[INSERT HERE A BRIEF DESCRIPTION OF THE METADATA OR FULL TEXT DATA WHICH WILL BE CONTRIBUTED].**

## WARRANTY

The Contributor warrants that the provision of this data to the Library and the use of the data in the discovery services will not infringe the Intellectual Property Rights or Moral Rights of any person or organisation.

## CONTACT INFORMATION

<b>The Library</b>	<b>The Contributor</b>
Rose Holley Manager, Trove National Library of Australia Parkes, ACT 2600 Phone: (02) 6262 1224 E-mail: rholley@nla.gov.au	[INSERT DETAILS]

## EXECUTION

<b>SIGNED</b> on behalf of the <b>LIBRARY:</b>	<b>SIGNED</b> on behalf of the <b>CONTRIBUTOR:</b>
Name of person signing and position:	Name of person signing and position:
<b>IN THE PRESENCE OF:</b>	<b>IN THE PRESENCE OF:</b>
Name of witness:	Name of witness:
Date:	Date: