

SERVICE LEVEL AGREEMENT
FOR PUBLIC LIBRARY SERVICES
INDEPENDENT LIBRARY SERVICES

between

LIBRARY BOARD OF QUEENSLAND

and

[COUNCIL]

1 TERMS OF AGREEMENT

- 1.1 Name of Council: [Council]
- 1.2 Commencement Date: 1 July 2024
- 1.3 Completion Date: 30 June 2026
- 1.4 Council Contact Officer (for enquiries):
.....
.....
.....
.....
- 1.5 Library Board of Queensland Contact (for enquiries): Public Libraries Branch
State Library of Queensland
PO Box 3488
South Brisbane Q 4101
Phone (07) 3840 7807
Email: pl@slq.qld.gov.au

2 STATEMENT OF COOPERATION

- 2.1 The Library Board of Queensland (Library Board) agrees to work collaboratively with Council to support the ongoing advancement and effective operation of Council's library service.
- 2.2 Council agrees to use its best endeavours to operate and develop its library service for the continued benefit of its community.
- 2.3 Council agrees to notify the Contact Person for the Library Board if Council is unable to meet any obligations in this Agreement and engage with the Library Board to resolve any issues that may affect the delivery of its services or resources.
- 2.4 Council agrees to expend grant funding only on items, activities or projects in accordance with the *Partnership Guidelines for Independent libraries 2024-2026* (Guidelines), unless written permission is obtained by Council from the Library Board prior to expenditure of the Grant.

3 ACKNOWLEDGEMENTS

- 3.1 Council acknowledges it is required to comply with the *Anti-Discrimination Act 1991* (Qld) and the *Human Rights Act 2019* (Qld) when providing library services using funding provided under this Agreement.
- 3.2 The Australian Classification Board (ACB) is responsible for the classification and restriction of publications and it is the expectation of the Library Board that a broad range of library materials be made available in Council libraries based on Council's collection statement subject only to restrictions made by the ACB.
- 3.3 Council acknowledges it is required to expend funding provided in accordance with the Guidelines (**Attachment 1**).

4 COLLECTION STATEMENT

- 4.1 Council will have a collection statement to guide the development and maintenance of library collections and access to resources and will make it available to the community.
- 4.2 If Council does not have a collection statement, or similar, Council is required to develop a collection statement within two years of the Commencement Date and make it available to the community.

5 LIBRARY BOARD OBLIGATIONS

- 5.1 The Library Board agrees to comply with Library Board obligations as specified in **Schedule A**.

6 COUNCIL OBLIGATIONS

- 6.1 Council agrees to comply with Council obligations as specified in **Schedule B**.

7 DISPUTE RESOLUTION

- 7.1 If Council or the Library Board has a concern under this Agreement, it should raise that concern in writing with the Contact Person for the other Party.
- 7.2 For the purpose of this clause, a dispute will have arisen when either Party gives notice to that effect to the other Party.
- 7.3 The Parties agree to attempt to settle any dispute arising in connection with this Agreement in Good Faith by negotiation.

8 FAILURE TO MEET OBLIGATIONS

- 8.1 If the Library Board is of the reasonable opinion that:
 - a. Council has failed to comply with any provision of this Agreement; or
 - b. Council has failed to expend funding in accordance with the Funding Guidelines; or
 - c. the Grant is not being applied for the purposes authorised by this Agreement,

then the Library Board may give notice in writing to Council specifying the failure and requiring Council to remedy it within 28 days from the date of the notice.

- 8.2 Council may respond to a notice given by the Library Board under clause 8.1 within 28 days from the date of the notice.
- 8.3 If Council does not provide a response under clause 8.1 or comply with a notice given under clause 8.2 within 28 days from the date of the notice, the Library Board may, by further notice in writing, do one or more of the following:
 - a. suspend or withhold any instalments of the Grant until the notice under clause 8.1 is complied with;
 - b. alter the amount, timing or frequency of payment of the Grant or any instalments;
 - c. withdraw Library Resources and materials supplied by the Library Board that have not been purchased by Council;
 - d. require the repayment of Grant funds provided previously to Council that remain unspent; or
 - e. immediately terminate this Agreement.

9 LIMITATION OF LIABILITY

- 9.1 To the maximum extent permitted by law, the Library Board's liability to Council for any claims in connection with this Agreement, howsoever arising, is limited to an amount equal to the total amount of the Grant funds paid to Council in the 12 months preceding the claim.

10 FURTHER ASSURANCE

- 10.1 Council must do all things (including by signing deeds and other documents) that are reasonably necessary to give full effect to this Agreement.

11 NOTICES

11.1 A notice or other communication to or by a Party under this Agreement:

- a) must be in writing;
- b) may be delivered in person, by email or by post to an address of the recipient specified in clause 9(d) of this Agreement or any new address of the recipient known to the sender;
- c) subject to paragraph (d), is deemed to be effective:
 - i) if delivered in person, upon delivery to the recipient;
 - ii) if sent by email, one Business Day after the date shown on the email of the sender, unless:
 - A) the sender receives an automated notification that the email has not been received by the intended recipient, in which case the notice is deemed to not have been served at the time of sending; or
 - B) receipt is acknowledged by the recipient sooner than one Business Day, in which case the notice is deemed to have been served at the time the receipt is acknowledged;
 - iii) if posted, eight Business Days after the date of posting to the addressee; and
- d) if delivered or received on a day which is not a Business Day, it is taken to have been delivered or received on the following Business Day and, if delivered or received after 5:00pm (addressee's time), then notice is taken to have occurred at 9:00am on the following Business Day.

11.2 Contact details for notices under this Agreement are set out in clauses 1.4 and 1.5.

12 ENTIRE AGREEMENT

12.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter. It sets out the only conduct relied on by the Parties and supersedes all earlier conduct and prior agreements and understandings between the Parties in connection with its subject matter.

13 AMENDMENT

13.1 This Agreement may be amended only by another written agreement executed by all the Parties.

14 NO ASSIGNMENT

14.1 The rights given to the Council under this Agreement are personal to the Council and are not assignable.

14.2 The Council must not assign or charge its rights and obligations under this Agreement.

15 GST

15.1 The parties acknowledge that grant payments made under this Agreement do not constitute Consideration, under s 9-17(3)(a) of the GST Act, and GST is not payable in respect of those payments.

15.2 In this clause:

- a) 'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any related legislation; and
- b) 'Consideration' and 'GST' have the meanings given in the GST Act.

16 INTELLECTUAL PROPERTY

16.1 This Agreement does not affect Intellectual Property Rights in existing material or new material.

16.2 If Council creates material in the course of performing this Agreement, it will use reasonable efforts to licence Intellectual Property Rights in that material under a Creative Commons Licence.

16.3 In this clause:

- a) 'Intellectual Property' includes all copyright, trade mark, design, patents or other proprietary rights and any rights to registration of those rights, but excludes moral rights under the *Copyright Act 1968 (Cth)*; and
- b) 'Creative Commons Licence' means a licence on creative commons licence terms published at creativecommons.org.au.

17 REDUCTION IN FUNDING

17.1 The Library Board may reduce the amount of funding by notice to Council if it determines that changes to the State budget or policies of the State or Commonwealth government impact on the continued provision of funding to Council or to recipients of similar funding generally.

18 COUNTERPARTS AND ELECTRONIC TRANSMISSION

18.1 This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same document.

18.2 This Agreement may be delivered by electronic transmission with the same force and effect as if it were sent manually.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates below.

SIGNED for and on behalf of)
The Library Board of Queensland)
))
by Vicki McDonald)
State Librarian and CEO) _____
) (Signature)
a person duly authorised in that behalf)
))
this _____ day of _____ 2024)
))
in the presence of:)
))
_____) _____
(Print Witness Name)) (Witness Signature)
))

SIGNED for and on behalf of)
[Council])
))
by _____) _____
(print name above)) (Signature)
))
_____)
(print position or job title above))
))
a person duly authorised in that behalf)
))
this _____ day of _____ 2024)
))
in the presence of)
))
_____) _____
(Print Witness Name)) (Witness Signature)

Enclosures:

- Schedule A - Library Board Obligations
- Schedule B - Council Obligations
- Schedule C - Definitions
- Attachment 1 - Partnership Guidelines for Independent library services 2024-26

SCHEDULE A

LIBRARY BOARD OBLIGATIONS

1. Following the return and acceptance of Council's Annual Reporting documentation by 31 August each year, the Library Board will provide a Public Library Funding allocation to Council to support the development of its Library Collection, paid as fixed quarterly allocations in arrears from the Commencement Date of this Agreement on the last business day of each quarter.
2. Provide an annual Service Development Subsidy in accordance with the *Partnership Guidelines for Independent Library Services 2024-26* to eligible Councils each year following acceptance of the Annual Reporting documentation by the Library Board.
 - a) To receive this subsidy, eligible services must meet the minimum opening hours per week based on the population of their catchment areas as per the Queensland Public Library Operations Standard
 - b) In addition to meeting minimum opening hours per branch, services must be staffed by Council employees to receive the Service Development Subsidy.
 - c) This subsidy is to be used by Council on activities or resources specifically to support Council to meet the Standards for Operations, Facilities and/ or Usage, as detailed in the Queensland Public Library Standards and Guidelines and as outlined in Partnership Guidelines
3. Provide *Partnership Guidelines for Independent Library Services 2024-26* that detail the eligible items, activities or projects that govern the expenditure of the Grant: <https://content.plconnect.slq.qld.gov.au/sites/default/files/IND%20Partnership%20Guidelines%202024-26.pdf>
4. Manage and maintain a Statewide Collection acquired through the Public Library Funding that follows the Content Guidelines for [Public Library collections](#) and caters for diverse needs, while adapting to emerging trends and formats in consultation with local government.
5. Make Statewide Collection resources available to all Queensland public library services and Indigenous Knowledge Centres.
6. From the Public Library Funding, pay the cost of forwarding Library Resources despatched from the State Library to Council's nominated library service point.
7. Provide *Queensland Public Library Standards and Guidelines* to encourage the advancement and effective operation of public library services in Queensland.
8. Engage with Council on matters affecting public libraries and IKCs and work collaboratively with Council to support the ongoing strategic development of library and IKC services across Queensland.
9. Provide advice and give feedback to Council on library performance.
10. Provide professional development and training opportunities to enable effective service provision, personal and public safety, and to keep in touch with the changing library and information environment, including but not limited to:
 - a) Access to program content that provides examples of best practice;

- b) Guidance on content of programs where requested; and
 - c) Resources for loan to public libraries for use by library staff.
11. Publish an annual *Queensland Public Libraries Statistical Bulletin* detailing the performance of public libraries and IKCs.
 12. Conduct an annual review of the performance during the preceding financial year of both Council and the Library Board against the Obligations stated in the Service Level Agreement following the completion of the Annual Reporting period.
 13. Maintain the currency of and enable access to the online Directory of Queensland Public Libraries. <https://plconnect.slq.qld.gov.au/directory>
 14. Provide reporting templates and instructions for completion to Council at least four weeks prior to the assigned due dates for submission.
 15. Coordinate statewide and/or targeted initiatives or programs and administer resources and funding through specific additional documentation which clearly outlines the expected outcomes, funding offer, obligations, guidelines, reporting and acquittal requirements of each initiative / program.
 16. Make available the Library Board's strategic plan and policy documents.

SCHEDULE B

COUNCIL OBLIGATIONS

1. Provide a free public library service, including but not limited to:
 - a. access to the library facilities and resources;
 - b. assistance to use the library facilities and resources;
 - c. lending, reference and information services;
 - d. access to an Online Public Access Catalogue from within each library branch
 - e. online access to electronic resources and library and information services;
 - f. public internet access at all library facilities via library devices and via wi-fi for customers using their own devices;
 - g. equitable access to services and resources, including customised programs for community members with diverse needs;
 - h. services and equitable access to programming that may promote knowledge, culture, language, social inclusion and diversity, preservation of materials, emerging technologies, and literacy to the community;
 - i. Interlibrary Loan arrangements with other Queensland public libraries and IKCs; and
 - j. Reciprocal Borrowing to encourage membership from residents from across Queensland.
2. Expend the Service Development Subsidy (if eligible to receive subsidy) within the allocated financial year, as detailed in clause 2 of Schedule A.
3. Where grant funds are provided:
 - a. Expend grant funds received from the Library Board on Library Collections as described in the *Independent Partnership Guidelines 2024-26*:
<https://content.plconnect.slq.qld.gov.au/sites/default/files/IND%20Partnership%20Guidelines%202024-26.pdf>
Exception: up to 50% of this annual allocation may be diverted towards a Library Priority Project that are identified as a high priority for the library service. Written approval for each Library Priority Project must be obtained from the State Librarian and CEO (acting on behalf of the Library Board) prior to commencement of the project, and will include additional financial and outcome reporting, as determined by the Library Board at the time of approval.
 - b. Grant funds are to be expended within the financial year allocated. Council must formally request approval to retain unspent annual subsidy funds if underspend totals more than 10% or \$1,000 of the annual allocation of each subsidy type (whichever amount is lowest) at the conclusion of each financial year, on a template supplied by the Library Board. This may include providing copies of financial records detailing expenditure of annual subsidy funding covering the reporting period.

4. Pay the cost of returning library materials borrowed from the State Library to the Library Board's nominated service point.
5. Have management and operational practices which align with, and are aimed at meeting or exceeding, the *Queensland Public Library Standards and Guidelines*: <https://plconnect.slq.qld.gov.au/managing-my-library/standards-and-guidelines>.
6. Support library staff to participate in ongoing professional development and training opportunities that encourage continuous improvement and responsive and diverse services that strive to innovate.
7. Maintain a website providing, as a minimum, information on library service points and opening hours, how to join the library, library facilities and services, library programs and events, access to the online library catalogue or Discovery Tool, Statewide Collections available from the State Library, and key contact information.
8. Ensure that the details of each library branch in the Directory of Queensland Public Libraries are kept current and accurate. <https://plconnect.slq.qld.gov.au/directory>
9. Provide Annual Reporting information to the Library Board on a template supplied by the Library Board by no later than 31 August each year, including a current strategic and/or operational plan for the library service, or indicate a timeframe to complete.
10. Collaborate with the Library Board for the advancement of public libraries and IKCs across the state and engage with the Library Board to provide information when required on agreed initiatives, literacy programs, and other projects to be delivered through Council's libraries.
11. Publicly acknowledge the support of the State Government in the funding of its library in the manner specified at: <https://plconnect.slq.qld.gov.au/managing-my-library/funding-reporting/funding-acknowledgement>.
12. Immediately return all unspent Allocations to the Library Board at the earlier of the termination of this Agreement or the Completion Date.

DEFINITIONS

Where the following terms (in bold) are referred to throughout this agreement, they have the following meaning:

Agreement:	this Agreement and any associated schedules.
Annual Reporting:	the Annual Reporting to the Library Board is due by no later 31 August each year. It is to be completed using a template supplied by the Library Board; and a current strategic and/or operational plan for the library service.
Commencement Date:	the date on which this Agreement begins to operate.
Completion Date:	the date on which this Agreement ends.
Collection Statement	a collection statement guides the development and maintenance of library collections and access to resources. Further information is available in the <i>Queensland Public Library Standards and Guidelines – Guideline for Collections</i> : http://plconnect.slq.qld.gov.au/manage/policies-standards-and-protocols/standards-and-guidelines .
Directory of Queensland Public Libraries:	the Directory of Queensland Public Libraries provides information about library services and their branches within Queensland. It can be searched by location, geographical region, type of library or key word search. Each library's details page provides information about its opening hours, address, phone number, branch administrators and a link to the library web page and online catalogue.
Discovery Tool:	a discovery tool is a software product which automatically searches across all of a library's online sources - such as catalogues, databases, servers and search engines - and provides the results to a library user in one list at the same time..
Grant:	funding paid to Council that is calculated according to the Public Library Funding Methodology.
Independent Library:	a Queensland public library where overall funding and operation is provided by Council with assistance provided by the Library Board in the form of a cash Grant, advisory and training services and provision of some centralised collections.
Indigenous Knowledge Centre (IKC):	a Queensland public information hub and library where overall funding and operation is provided by an Indigenous Shire Council with assistance provided by the Library Board in the form of a cash Grant, advisory and training services and provision of Library Collection.

Intellectual Freedom	Intellectual freedom is the freedom to seek, receive and impart information and ideas. It is a fundamental human right, enshrined in enduring international statements and instruments, and is vital to a thriving democratic society and culture.
Interlibrary Loans:	resource sharing based on reciprocity, co-operation and fairness between libraries and IKCs, enabling library clients to obtain materials that a library or IKC cannot purchase because they fall outside the scope of the library's collection development policy. Further information is available in the <i>Queensland Public Library Standards and Guidelines</i> – Interlibrary Loans Standard: https://plconnect.slq.qld.gov.au/managing-my-library/standards-and-guidelines .
Library Board:	the Library Board of Queensland, the governing body of the State Library of Queensland which draws its powers from the <i>Libraries Act 1988</i> (Qld), and whose representative is a signatory to this Agreement.
Library Collection:	Library resources that have been deliberately acquired, usually over a period of time, according to a defined policy or plan, and which are grouped according to format, topic, audience, or use. See the definition for Library Resources below. Further information is available in the <i>Queensland Public Library Standards and Guidelines</i> – Library Collections Standard: https://plconnect.slq.qld.gov.au/managing-my-library/standards-and-guidelines .
Library Management System (LMS):	<p>a Library Management System is an enterprise resource planning system for a library, used to track items owned, orders made, bills paid, and patrons who have borrowed. A LMS usually comprises a relational database, software to interact with that database, and two graphical user interfaces (one for patrons, one for staff). Most LMSs separate software functions into discrete programs called modules, each of them integrated with a unified interface. Examples of modules might include:</p> <ul style="list-style-type: none">• acquisitions (ordering, receiving, and invoicing materials);• cataloguing (classifying and indexing materials);• circulation (lending materials to patrons and receiving them back);• serials (tracking magazine, journals, and newspaper holdings); and• the Online Public Access Catalogue (OPAC - public interface for users).
Library Priority Project:	a project implemented by an Independent Library which supports the transition towards innovative library services, for which a proposal must be submitted to the Library Board for approval by the State Librarian and CEO on behalf of the Library Board prior to commencement of the

project. Further information is available from the Public Libraries Connect website:
<https://plconnect.slq.qld.gov.au/managing-my-library/funding-reporting/public-library-grant-funding-service-level-agreement>

Library Resources

these may include, regardless of format:

- a book or any part of a book;
- a newspaper, magazine, journal or pamphlet;
- a map, plan or chart;
- printed music;
- electronic or multimedia resources;
- resources that support library programs; and
- adaptive technology for people with a disability to access library resources.

Further information is available in the *Queensland Public Library Standards and Guidelines* – Library Collections Standard: <https://plconnect.slq.qld.gov.au/managing-my-library/standards-and-guidelines>.

Online Public Access Catalogue:

an online database of materials held by a library or IKC through which users can search a LMS to browse, search for, borrow and reserve items from the library for their personal use.

Public Library

A Public Library is a vital community and cultural hub that provides free and welcoming services and spaces where access to information, collections and programs are provided for members of the public through physical facilities, including both fixed and mobile branches.

Public Library Funding:

the amount of funding provided by the State Government of Queensland, through the Library Board, to public libraries and IKCs across Queensland to support the development of high-quality library services.

Public Library Funding Methodology:

the Public Library Funding Methodology for 2024 – 2026 as approved by the Minister administering the *Libraries Act 1988* (Qld).

Queensland Public Libraries Statistical Bulletin:

the annual Queensland Public Libraries Statistical Bulletin provides valuable information about Local Government libraries in Queensland. The data provides for state-wide benchmarking across key indicators and can be used for Local Government reports, funding submissions and to benchmark Queensland library services with library services in other states.

Queensland Public Library Standards and Guidelines:

the *Queensland Public Library Standards and Guidelines* are recommendations designed to assist Queensland public library staff and local governments in the planning and development of their library services. Further information is available on the Public Libraries Connect website: <https://plconnect.slq.qld.gov.au/managing-my-library/standards-and-guidelines>

Reciprocal Borrowing: the cooperative sharing of library resources, with public libraries making their collections available Queensland residents from other local government areas directly through free membership and by Interlibrary Loans. Further information is available in the *Queensland Public Library Standards and Guidelines – Interlibrary Loans Standard*: <https://plconnect.slq.qld.gov.au/managing-my-library/standards-and-guidelines>

Service Development Subsidy: a small grant provided by the Public Library Funding which is allocated to all IKC and RLQ services and all local governments operating Independent Library Services (IND) that fall within Remoteness Area Tiers 3-5, with branches that are staffed by Council employees and open a minimum number of hours per week based on the population of their catchment areas as per the [Queensland Public Library Operations Standard](#).

Grant funds are to be used on activities or resources specifically to support local government to meet the Queensland Public Library Standards and Guidelines and to be expended during the financial year they are allocated.

State Government: The State of Queensland

State Library: the State Library of Queensland controlled, managed and operated by the Library Board of Queensland pursuant to the *Libraries Act 1988*.

Attachment 1

Partnership Guidelines for Independent Library Services 2024-26
[to be inserted]