

**SERVICE LEVEL AGREEMENT
FOR FIRST 5 FOREVER EARLY LITERACY PROGRAM**

between

LIBRARY BOARD OF QUEENSLAND

and

COUNCIL

1. TERMS OF AGREEMENT

- 1.1 Name of Council: [Council]
- 1.2 Commencement Date: 1 July 2022
- 1.3 Completion Date: 30 June 2026
- 1.4 Council Contact Officer (for enquiries):
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.....
.....
.....
- 1.5 Library Board Contact Officer (for enquiries): Local Government Coordination
State Library of Queensland
PO Box 3488
South Brisbane Q 4101
Phone (07) 3842 9046
Email: lgc@slq.qld.gov.au

2. STATEMENT OF COOPERATION

- 2.1 The Library Board of Queensland (Library Board) agrees to work collaboratively with Council to deliver the First 5 Forever Early Literacy Program (**First 5 Forever**).
- 2.2 Council agrees to expend the Grant received from the Library Board as specified in this Agreement and to use its best endeavours to implement First 5 Forever through its Public Library Service for the continued benefit of its community.
- 2.3 Council agrees to notify State Library if Council is unable to meet any obligations in this Agreement and engage with State Library to resolve any issues that may affect its delivery of the First 5 Forever Early Literacy Program.

3. LIBRARY BOARD OBLIGATIONS

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

4. COUNCIL OBLIGATIONS

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

5. DISPUTE RESOLUTION

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

6. FAILURE TO MEET OBLIGATIONS

- 6.1 If the Library Board is of the reasonable opinion that:
 - a) Council has failed to comply with any provision of this Agreement; or
 - b) the Grant is not being applied for the purposes authorised by this Agreement,then the Library Board may give notice to Council in writing specifying the failure and requiring Council to remedy it within 28 days from the date of the notice.
- 6.2 If Council does not comply with a notice under clause 6.1, the Library Board may, by further notice in writing, do one or more of the following:
 - a) withhold any instalments of the Grant until the notice under clause 6.1 is complied with;
 - b) alter the amount, timing or frequency of payment of the Grant or any instalments; or
 - c) require the repayment of Grant funds provided previously to Council that remain unspent; or

- d) immediately terminate this Agreement

7. LIMITATION OF LIABILITY

- 7.1 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 paid to Council in the 12 months preceding the claim.

8. FURTHER ASSURANCE

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

9. NOTICES

- 9.1 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 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.

10. ENTIRE AGREEMENT

- 10.1 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.

11. AMENDMENT

11.1 This document may be amended only by another written agreement executed by all the Parties.

12. NO ASSIGNMENT

12.1 The rights given to the Council under this document are personal to the Council and are not assignable.

12.2 The Council must not assign or charge its rights and obligations under this document.

13. GST

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

13.2 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.

14. INTELLECTUAL PROPERTY

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

14.2 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.

14.4 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.

15. REDUCTION IN FUNDING

15.1 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.

16. COUNTERPARTS AND ELECTRONIC TRANSMISSION

16.1 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.

16.2 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 Chief Executive)
Officer) _____
) (Signature)
)
a person duly authorised in that behalf)
)
this _____ day of _____ 2022)
)
in the presence of)
)
_____)
(Print Witness Name)) (Witness Signature)

SIGNED for and on behalf of)
[Council])
)
by _____)
(print name above)) _____
) (Signature)
_____)
(print position above))
)
a person duly authorised in that behalf)
)
this _____ day of _____ 2022)
)
in the presence of)
)
_____)
(Print Witness Name)) (Witness Signature)

Enclosures:

- Schedule A - Library Board of Queensland Obligations
- Schedule B - Council Obligations
- Schedule C - Definitions

SCHEDULE A

LIBRARY BOARD OBLIGATIONS

1. Provide an annual cash subsidy calculated according to the First 5 Forever Funding Methodology to Council to participate in First 5 Forever, on acceptance of annual reporting.
2. Provide, from time to time, *First 5 Forever funding rules and guidelines* that detail the eligible items, activities or projects that govern the expenditure of the Grant.
3. Provide branding and media templates for promotion and acknowledgement of First 5 Forever, including, but not limited to:
 - a. Logos and devices associated with the program;
 - b. Key communication messages for public libraries and IKCs to use in their communications;
 - c. Content for media releases for adaptation by public libraries and IKCs;
 - d. Content for social media exposures and virtual marketing efforts;
 - e. Templates for banners or signs available for download; and
 - f. Time of State Library staff to assist with Media interviews where required.
4. Provide, from time to time, Resources and advice to enhance the skills of staff and the quality of programs being delivered to the community, including, but not limited to:
 - a. Professional development opportunities for Public Library and IKC staff in early years language and literacy throughout the duration of the Agreement;
 - b. Access to program content that provides examples of best practice in relation to programming for early years literacy;
 - c. Guidance on content of programs where requested; and
 - d. Resources for loan to public libraries or IKCs for use by library or IKC staff during Early Literacy Sessions.
5. Collect, collate and analyse data to evaluate the effectiveness of First 5 Forever on an annual basis, and give feedback to Council on program performance as required.
6. Provide all reporting templates and instructions for completion to Council at least four weeks prior to the assigned due dates for submission.

SCHEDULE B

COUNCIL OBLIGATIONS

1. Provide free access to Early Literacy programming for children aged 0-5 and their families which align with the *First 5 Forever funding rules and guidelines 2022-26*: <https://plconnect.slq.qld.gov.au/managing-my-library/funding-reporting/first-5-forever-funding-and-service-level-agreement>.
2. Strive to embed Early Literacy strategies into all library and library-related programming and services targeting families of children aged 0-5.
3. Have management and operational practices which align with, and are aimed at meeting or exceeding, the *Queensland Public Library Standards and Guidelines*.
4. Ensure expenditure of Grant funds and delivery of programming is consistent with eligible items, activities or projects as listed in the *First 5 Forever funding rules and guidelines 2022-26*, unless written permission is obtained by Council from the Library Board prior to expenditure of the Grant.
5. Formally request approval to retain unspent annual subsidy funds if underspend totals more than 10% or \$1000 (whichever amount is lowest) at the conclusion of each financial year, on a template supplied by State Library. This may include providing copies of financial records detailing expenditure of annual subsidy funding covering the allocation period.
6. Liaise or partner with community groups or local early childhood services to:
 - a. increase access to families to free library or IKC programming, Resources and services that support Early Literacy;
 - b. promote First 5 Forever strategies; and
 - c. promote the value of libraries and IKCs in supporting the development of strong early literacy foundations for children aged 0-5.
7. Establish or participate in formal or informal cross-sector reference group/s comprising representatives from the following types of partner organisations or similar in the local community:
 - a. Community Health Sector;
 - b. Early Childhood Education; and
 - c. Local not for profit agencies or State Government agencies engaged in delivering services to families with children aged 0-5.
8. Publicly acknowledge the support of State Government through State Library. Visit the Public Libraries Connect First 5 Forever webpage <https://plconnect.slq.qld.gov.au/programs-grants/first-5-forever> for funding acknowledgement requirements.
9. Support and actively encourage library or IKC staff involved in the delivery of early literacy programming to develop and increase their capability through their participation in professional development opportunities.

10. Submit an annual plan, on a template provided by State Library, for program activities and expenditure for the coming financial year, within 28 days of signing this Agreement.
11. Provide a mid-year milestone report to the Library Board by 28 February each year which details expenditure of grant funds to date and includes a status update on activities planned for delivery during the financial year. On a template provided by State Library.
12. Provide annual reporting information to the Library Board by 31 August each year on a template supplied by the Library Board on the outputs and outcomes of First 5 Forever programs and activities that will include:
 - a. Number of Early Literacy Sessions provided to the community.
 - b. Number of attendances at these sessions;
 - c. Details on community partnerships
 - d. Evidence of outcomes, including photographs, media coverage and case studies;
 - e. Financials associated with the delivery of First 5 Forever activities by Council; and
 - f. an outline of upcoming planned annual activities and expenditure for the coming financial year.

(Required Reporting Documentation).

13. Where subcontractors are engaged to deliver all or part of the programming or services delivered under this Agreement Council is responsible for ensuring the suitability of any subcontractor and for ensuring that the services performed by the subcontractor meet the requirements of the Service Level Agreement.
14. Immediately return all unspent Allocations to the Library Board at the earlier of the termination of this Agreement or the Completion Date.

SCHEDULE C

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.
Business Day	a day other than a Saturday, Sunday or public holiday.
Commencement Date	the date on which this Agreement begins to operate.
Community Health Sector	Health professionals including general practitioners, paediatricians, maternal health nurses, speech language pathologists and mental health practitioners who work locally within a particular community and respond directly to local health and developmental issues.
Completion Date	the date on which this Agreement ends.
Council	the Party set out in clause 1.1. For the purpose of this Agreement, Council is the third tier of government as identified in section 70 of the <i>Constitution of Queensland 2001</i> .
Early Childhood Education	recognised education programs available for children prior to formal schooling provided through kindergartens, stand-alone preschools, long day care settings and early learning centres, as well as preschool programs within the independent school sector.
Early Literacy	refers to the knowledge and skills (developed from birth) required for verbal and nonverbal communication, reading, and writing. Early literacy does not include learning to read.
Early Literacy Sessions	sessions that provide Early Literacy activities for children aged 0-5 and advocate to parents and carers the importance of their role in literacy and language development for their child. These sessions provide families with the support, and Resources required to actively engage with their child in Early Literacy activities.
First 5 Forever	has the meaning given in clause 2.1 of this Agreement.
First 5 Forever Funding Methodology	the First 5 Forever Funding Methodology for 2022-2026, as approved by the Honourable Leeanne Enoch, Minister for Communities and Housing, Minister for Digital Economy and Minister for the Arts in 2021.
First 5 Forever Funding Rules and Guidelines	the guidelines setting out the eligible items, activities or projects on which the First 5 Forever Grant may be expended. These guidelines are available at http://plconnect.slq.qld.gov.au/resources/children-and-young-people/first-5-forever .
Good Faith	means to act:

- honestly;
- reasonably, having regard to the terms of this Agreement; and
- co-operatively, by doing everything properly and reasonably within the control of a party which is necessary to enable the other party to perform its obligations under this Agreement.

Grant	an amount, calculated according to the First 5 Forever Funding Methodology, to be paid to Council as Allocations in accordance with clause 2 of Schedule A of this Agreement.
Indigenous Knowledge Centre (IKC):	a knowledge centre 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 Library Collection.
Libraries Act 1988	https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/L/LibrarArchA88.pdf
Library Board	The Library Board of Queensland, the governing body of the State Library which draws its powers from the <i>Libraries Act 1988</i> , and whose Chairperson is a signatory to this Agreement.
Resources	resources that support the delivery of Early Literacy activities for children aged 0-5, and/or advocate to parents and carers the importance of their role in literacy and language development for their child.
Parties	The Library Board and Council.
Public Library Service	<u>Public Library Service or Indigenous Knowledge Centre Service</u> : provide information, collections and services to members of the public through physical facilities, including both fixed and mobile branches. Overall funding and operation is provided by Council. Assistance may be provided by the Library Board in the form of cash grants, advisory and training services.
Queensland Public Library Standards and Guidelines:	the <i>Queensland Public Library Standards and Guidelines</i> 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: http://plconnect.slq.qld.gov.au/manage/policies-standards-and-protocols/standards-and-guidelines
Required Reporting Documentation	has the meaning given in clause 7 of Schedule B of this Agreement.
State Government	the Queensland Government.
State Library	The State Library of Queensland controlled, managed and operated by the Library Board of Queensland pursuant to the <i>Libraries Act 1988</i> .