

# Principles for public and private digitisation partnerships with NSLA libraries

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NSLA libraries are committed to making our content accessible. A large percentage of our vast published and unpublished collections is yet to be digitised due to the prohibitive costs and human resources required. Consequently, some NSLA libraries may enter into mutually beneficial agreements with commercial vendors or non-commercial entities around the digitisation and use of content.

NSLA libraries are guided by the following governing principles in these arrangements. We recognise the differing requirements of providers and undertake to treat all proposals in a fair and transparent manner. **The principles are non-binding (except where copyright legislation prevails) but reflect the shared values that underpin our work.**

## Principles

1. Commercial partnerships are costed fairly and designed in the public interest. To this end, NSLA libraries may confer with one another when approached by commercial entities and where appropriate, negotiate joint agreements.
2. No new copyright conditions may be asserted over content as part of any digitisation project. No agreement restricts the rights granted to NSLA libraries and the public under the exceptions of the relevant copyright legislation: *Copyright Act 1968* (Australia) and *Copyright Act 1994* (New Zealand).
3. Content selected for digitisation aligns with the content development policies of the relevant NSLA libraries.
4. The holding NSLA library receives and retains copies of digital assets generated by the digitisation project, including metadata generated in the optical character recognition (OCR) process and any datasets created. Digital images, datasets and related metadata are delivered to the library as soon as practicable.
5. In recognition of the partners' investment in digitising original materials, NSLA libraries may consider an embargo period wherein public access to all or part of the digitised content (as opposed to the original materials) is restricted. At a minimum, digitised content is made available onsite and remotely to members of the relevant libraries.
6. Exclusive agreements (those restricting rights to digitised content to a single entity) may be reached only when considering potentially competing commercial intent. Digitised content will otherwise be open to re-use or re-digitisation, including by other partners.



7. Where embargo periods or exclusive agreements are negotiated, these should not exceed five years.
8. The holding NSLA library/libraries receive attribution wherever the digitised material is made available by the partner organisation.
9. A takedown clause is considered as part of any agreement, in case of the need for information to be removed during the term of that agreement.

## Guidelines

In addition to these principles, NSLA guidelines for public and private partnerships include the following:

1. A formal agreement is established between the partner organisation and the relevant NSLA library/libraries setting out terms of the relationship between all parties, outputs, impact on library staff resources, costs to all parties, attribution formats, timeframes, and responsibilities around copyright clearance and preservation of digital assets.
2. Where the partner organisation is performing the digitisation of collections, the holding NSLA library/libraries must be supplied within a reasonable period of time with high resolution copies of digitised content (according to library-supplied standards), any agreed metadata enhancements and OCR outputs, and documentation supporting copyright clearances where applicable.
3. An agreed approach to takedown requests must be considered as part of any commercial agreement. See the [NSLA position statement on takedown](#) for guidance.
4. Restrictions on public access to original copies of content undergoing digitisation (e.g. in reading rooms or through interlibrary loan) must be minimised as a matter of priority.
5. Treatment of material in the public domain is subject to the [NSLA position statement on public domain works](#).
6. Where an embargo period is agreed, restrictions may be on the basis of geographical location (e.g. onsite at the library only), membership (e.g. library cardholders only), scope (e.g. percentage of collection), quality (e.g. low resolution only) or delivery method (e.g. catalogue-only without bulk downloads).
7. Consideration should be given to provision of any commercial database resulting from or enhanced by digitisation of NSLA library material to the relevant NSLA library/libraries at no charge or a reduced rate reflecting their contribution.
8. Where royalties or revenue streams are offered to NSLA libraries in recognition of their contribution to a digitisation project, they must be offered as additional benefits and never as payment for the removal or reduction of public access to materials.
9. The holding NSLA library/libraries may reasonably request data analytics of their content from the partner organisation.

10. In some cases, where an exclusive agreement is in place, the requirement to include attribution of the holding NSLA library/libraries in the display of digitised material by the partner organisation may only be applicable at the expiration of that agreement.
11. The partner organisation must share all licensing and sub-licensing agreements in place for content and associated indexing.