



1. PARTIES TO THE AGREEMENT

This agreement is between the Australian Library and Information Association Ltd (ALIA) ABN 40 090 953 236, and the

LIBRARY _____ (name of Library Service)

2. PURPOSE OF THE AGREEMENT

The agreement is for payments to be made by libraries via ALIA, to publishers to enable recordings of children's storytimes, including nominated Australian picture books, to be made and posted free of charge to sharing platforms such as Facebook and YouTube, for a specified period of time. Libraries reserve their rights to rely on exceptions granted to them under the Copyright Act for face-to-face storytimes.

3. SCOPE OF THE AGREEMENT AND DEFINITIONS

The agreement covers:

- Public libraries. It does not cover school libraries but it does cover joint use school/community libraries, where the storytime is for the public, not exclusively for students. It does not cover early childhood centres or other settings outside public libraries.
Australian picture books from the list provided to ALIA by publishers. It does not cover other picture books in the library collection.
Recordings made and posted free of charge. It does cover recordings made by public library teams for non-commercial purposes according to the other criteria in this section 3. It does not cover recordings made by companies supplying libraries with content for a commercial return.
Sharing platforms. This includes library websites, Facebook, YouTube, Vimeo and other media platforms which can be viewed without charge.
Period of time. This is 6 months from the date of this agreement for recordings produced by libraries during 2021 and 6 months from the date the recording is first posted to a sharing platform, for those made after the date of this agreement.

4. RESPONSIBILITIES OF ALIA

- ALIA will manage agreements with publishers and authors and payments on behalf of the library network.
ALIA will provide regularly updated details of the available picture books, based on a minimum collection of 100 titles.

5. RESPONSIBILITIES OF _____ (name of Library Service)

Please check one of the following

[] The LIBRARY will pay a subscription fee of \$165 (inc GST) x _____ on receipt of an invoice from ALIA for this sum. This comes to: \$ _____ (number of library branches in the service)

OR

[] The relevant State Public Library Association has agreed to cover the costs of registration for all public libraries in the state.

- The LIBRARY will abide by the scope of the agreement described above.
The LIBRARY will provide quarterly usage reports to ALIA in March, June, September and December in order for ALIA to make the appropriate payments to publishers and authors.
The LIBRARY will provide a record of each recording, including the date the recording was made public, the URL, the platform and viewing figures where this information is available.
The LIBRARY will include Australia Reads branding, the book title, author/illustrator and a permission statement within the recording, and include a URL for the book or author to be posted alongside the recording.



6. TERM OF THE SUBSCRIPTION

The subscription will be valid for the period from the date of commencement until 31 December 2022. Recordings made under this agreement will be allowed to run their full 6-month period on sharing platforms, even when this goes beyond 31 December 2022.

7. COPYRIGHT

The copyright in the publications remains with the publishers. Libraries only have copyright of the recording of the virtual storytime session.

SIGNED ON BEHALF OF THE PARTIES:

ALIA CEO Cathie Warburton for
Australian Library and Information Association

(Insert image or digital signature)

Your name _____

For _____
(name of library service)

Date _____