

## REGULATION 7

### LIBRARIES

Current version with effect from: 13 Jun 2024

Approved by: Council

Approval History: 12 Jun 2024



- 7.1 By this Regulation, the Council provides for the designation of institutions as Libraries of the University in accordance with section 30 (m) of the *University of Divinity Act 1910* and for the purposes of:
- a) supporting the mission of the University by ensuring members of the University have access to library resources that facilitate excellence in education, research and engagement
  - b) supporting the mission of the Libraries by creating opportunities for collaboration in collection development and the delivery of library services and for access to the University's library resources.
- 7.2 A Library that is an entity within or a subsidiary of a College of the University is designated as a Library of the University in accordance with the terms and conditions of the Collegiate Agreement between that College and the University.
- 7.3 If Regulation 7.2 does not apply, the Council may designate an institution as a Library of the University under such conditions and for such a period of time as the Council decides by entering into an Agreement with the owner or owners of that Library provided that:
- a) The Libraries of the University are consulted prior to the Council entering into the Agreement
  - b) A standard form of Agreement is used and that form is not substantially modified without consultation with the Libraries of the University
  - c) The objects of the institution are consistent with the objects of the University
  - d) The institution is able to comply with the provisions of this Regulation and of the Agreement.
- 7.4 A Library of the University:
- a) provides all members of the University with access to their collections, including borrowing rights, at no charge (other than advertised fines for overdue or lost items), subject to reasonable constraints which may be imposed by each Library governing opening hours or access hours, access to reserve collections, special collections or sensitive materials
  - b) contributes information to and provides reasonable support for a University-wide catalogue of library resources available to members of the University
  - c) ensures its staff abide by the University's Code of Conduct as set out in Regulation 9: Code of Conduct

d) abides by those Policies of the University which affect Libraries and have been established after consultation with the Libraries.

7.5 The Agreement between the Council and a Library of the University must be reviewed by the Council within seven years of the date of the initial Agreement or the date of the most recent review, whichever is earlier.

7.6 Council designates the following institutions as Libraries of the University under Regulation 7.2:

<i>Library</i>	<i>College</i>
Adelaide Theological Library	Uniting College for Leadership and Theology
Eva Burrows Library	Eva Burrows College
Geoffrey Blackburn Library	Whitley College
Leeper Library	Trinity College
Löhe Memorial Library	Australian Lutheran College
Roscoe Library	St Francis College
St Athanasius College Library	St Athanasius College
St Barnabas College Library	St Barnabas College
Wollaston Theological College Library	Wollaston Theological College

7.7 Council designates the following institutions as Libraries of the University under Regulation 7.3:

<i>Library</i>	<i>Owner</i>
Carmelite Library	Carmelite Province of Australia-Timor Leste
Dalton McCaughey Library	The Uniting Church in Australia (VicTas Synod)
Mannix Library	Catholic Archdiocese of Melbourne
Redemptorist Seminary Library	Redemptorist Province of Oceania
St Paschal Library	Franciscan Order of Friars Minor, Province of the Holy Spirit
Sugden Collection	Queens College, University of Melbourne

7.8 The Council has the power to withdraw the designation of an institution as a Library of the University.

7.9 The Council must notify all Libraries of the University of any amendment to this Regulation at least thirty calendar days prior to enacting any such amendment.

## SCHEDULE A – Libraries Agreement

Approved by Council: DRAFT



### AGREEMENT

dated **DATE**  
between **LIBRARY OWNER**  
and the University of Divinity

#### 1. Parties

**Library Owner** (ABN: xx xxx xxx xxx) of **ADDRESS (Library)** and statement of legal status.

**University of Divinity** ABN 95 290 912 141 (**the University**) is a University established by the *University of Divinity Act 1910* (Vic) having its registered address at 90 Albion Road, Box Hill, Victoria.

#### 2. Background

##### 2.1 About the Library: name, foundation, purpose, relationship to owner.

2.2 The University is an Australian University that excels in education, engagement, and research in spiritual practices and Christian beliefs and their contemporary application.

2.3 The purpose of this agreement is to establish a relationship between the Library and the University and between the Library and the other Libraries of the University for the purposes of:

- a) supporting the mission of the University by ensuring members of the University have access to library resources that facilitate excellence in education, research and engagement
- b) supporting the mission of the Library by creating opportunities for collaboration in collection development and the delivery of library services and for access to the University's library resources.

#### 3. Activities and goals

3.1 The Parties agree to use their best endeavours to achieve the goals and activities described in this agreement.

3.2 The commitments made by the Library are described in Schedule 1.

3.3 The commitments made by the University are described in Schedule 2.

#### 4. Duration, Review, Variation and Termination

4.1 This agreement has effect until 31 December 2030 unless terminated earlier in accordance with Paragraph 4.3. The agreement may be renewed at the conclusion of the initial term with the consent of all Parties.

4.2 This agreement may be varied by agreement of the Parties at any time and any such variation shall be set out in writing and signed by both Parties.

4.3 A Party may terminate the agreement by giving 6 months notice to the other Party. The purpose of the notice period is to provide for an orderly conclusion of the relationship and to mitigate adverse effects on students and staff of the University or on patrons of the Library.

## 5. Confidentiality and privacy

5.1 Confidential Information means information disclosed under this agreement or in connection with the commitments in Schedule 1 and Schedule 2 that is by its nature confidential and which is designated by a Party as confidential or which a Party ought reasonably know is confidential, but does not include information:

- (a) which is in or which subsequently enters the public domain other than as a result of a breach of this agreement;
- (b) which the recipient can demonstrate was in its possession prior to the Start Date;
- (c) which the recipient can demonstrate was independently developed by the Recipient; or
- (d) which is lawfully obtained by the Recipient from another person entitled to disclose such information.

5.2 Duty of confidentiality: The Parties acknowledge that all Confidential Information of the party is received and must be held by each party in the strictest confidence.

Each Party must:

- (a) not use or disclose any Confidential Information of the other Party (or any opinion in respect of it) without the prior written consent of the other Party, except as permitted by clause 5.3;
- (b) keep all Confidential Information secure and protected from any use, disclosure or access which is inconsistent with this clause 5;
- (c) promptly notify the other Party if it suspects, or becomes aware of, any use or disclosure of, or access to, the Confidential Information which is inconsistent with this clause 5;
- (d) maintain such internal procedures as are necessary to ensure compliance with this clause 5 by the Recipient and its personnel; and
- (e) not permit or assist any third person to make use of the Confidential Information of the Parties.

5.3 Use and disclosure: Subject to clause 5.6, the Parties may:

- (a) use the Confidential Information of the other Party only for the purposes of performing its obligations and exercising its rights under this agreement; and
- (b) only disclose or permit disclosure of Confidential Information:
  - (i) to its legal advisors, auditors, insurance advisors and other advisors who require this information to provide information or advice to the recipient in connection with this agreement, but only if the Confidential Information is

disclosed on a confidential basis and those persons are advised of the confidential nature of the Confidential Information;

- (ii) to those of its personnel who are involved in performing the recipient's obligations under this agreement;
- (iii) if required by law or a court or tribunal; or
- (iv) if required in connection with any legal proceedings connected to this agreement, but only after notifying the court of the obligations of confidence the recipient owes to the other Party and using reasonable endeavours to have the relevant information disclosed on a confidential basis.

#### 5.4 Personnel

The Parties must ensure that its personnel do not do or omit to do anything which, if done by the Recipient, would be a breach of this clause 5.

#### 5.5 Return of Confidential Information

- (a) On termination or expiry of this agreement or at the request of the disclosing Party, a Party must return or destroy (at the disclosing Party's election) all Confidential Information including any copies of the Confidential Information (stored in any medium) which is in its or its personnel's possession or control.
- (b) Within 20 Business Days after receiving the disclosing Party's written request, the Recipient must provide written confirmation to the disclosing Party that all Confidential Information has been returned, destroyed, deleted or erased.

#### 5.6 Privacy

Nothing in this agreement derogates from any obligation a Party may have regarding laws requiring secrecy or confidentiality relating to information, including but not limited to, Personal Information as defined in the Privacy Act.

### 6. Notices

6.1 Notices of communication to one or both Parties in relation to this agreement are to be addressed as applicable to:

a) **Library Owner details**

**Email: address**

b) Vice-Chancellor, University of Divinity, 90 Albion Road, Box Hill VIC 3128

Email: [vc@divinity.edu.au](mailto:vc@divinity.edu.au)

### 7. Dispute Resolution

- 7.1 The Parties agree to use reasonable efforts to resolve by negotiation any problem that arises among them (Dispute). A Party will not seek to withdraw from this agreement until the following process has been exhausted.
- 7.2 If there is a Dispute between the Parties concerning this agreement, either Party may give written notice of the Dispute to the other Party which will state that it is a notice under this Paragraph and will specify the details of the Dispute concerned.
- 7.3 The relevant Parties' representatives will endeavour in good faith to agree upon a resolution of the Dispute.
- 7.4 If the Dispute is not resolved by negotiation, it must be submitted to mediation by a mediator who is independent of the Parties and appointed by agreement of the Parties or, failing agreement within 7 days of receiving any Party's notice of dispute, by a person appointed by the Chair of the Resolution Institute, or the Chair's designated representative. The Resolution Institute Mediation Rules shall apply to the mediation.
- 7.5 If the Dispute is not settled within 30 days of referral to mediation (unless such period is extended by agreement of the Parties), the Parties agree that the dispute will be submitted to arbitration in accordance with, and subject to, recommendations of the Resolution Institute. Unless the Parties agree upon an arbitrator, either Party may request a nomination from the Chair of the Resolution Institute, or a similar organisation, as agreed by the Parties.

**8. Counterparts**

This agreement may be executed in counterparts, which when executed and delivered shall each constitute an original.

**9. Entire understanding**

This agreement is the entire agreement between the Parties and supersedes all and any communications, negotiations, and/or arrangements, whether oral or written, in respect of the matters that are its subject.

**10. Signatures**

\_\_\_\_\_ Date: DATE  
 Name  
 Library Owner

witnessed by: \_\_\_\_\_ Date: DATE

\_\_\_\_\_ Date: DATE  
 Professor James McLaren  
 Vice-Chancellor, University of Divinity

witnessed by: \_\_\_\_\_

### Schedule 1: Commitments by Library

	<b>Commitment</b>	<b>Comments</b>
1.	Provide any member of the University with access to their collections, including borrowing rights, at no charge (other than advertised return postage costs and fines for overdue or lost items), subject to existing licensing arrangements and reasonable constraints which may be imposed by each Library governing opening hours or access hours, postage of items, access to reserve collections, special collections or sensitive materials	
2.	Contribute information to and provides reasonable support for a University-wide catalogue of library resources available to members of the University	
3.	Ensure its staff abide by the University's Code of Conduct as set out in Regulation 9: Code of Conduct	
4.	Abide by those Policies of the University which affect Libraries and have been established after consultation with the Libraries	

### Schedule 2: Commitments by University

	<b>Commitment</b>	<b>Comments</b>
1.	Employ a suitably qualified person as University Librarian to support the provision of library resources to members of the University	
2.	Ensure the membership of the Academic Board includes the University Librarian or another suitably qualified librarian	
3.	Maintain a Library Committee for the purposes of promoting collaboration, consultation and expert advice about library resources and services, to which each Library of the University may appoint a member	
4.	Consult with the Libraries of the University prior to: a) amendment of Regulation 7: Libraries b) amendment of tuition fee distributions that affect a Library or Libraries of the University c) approval or revision of University Policies that directly affect Libraries of the University	

5.	Ensure staff of the Libraries of the University are eligible to apply for the University's internal research grants	
6.	Maintain a digital Library of online resources accessible by all members of the University and, where possible within the University's contractual obligations, accessible by patrons of Libraries of the University	