

Terms of Agreement
Access Plus FY09 (July 1, 2008-June 30, 2009)
(to be retained by local library)

According to the LETTER OF AGREEMENT made by and between the State Library of Iowa, hereafter referred to as the State Library, and the Participating Library, hereafter referred to as the Participant, in accordance with the terms and conditions set forth below effective July 1, 2008-June 30, 2009, it is mutually understood and agreed:

1. Purpose

The purpose of Access Plus is to provide Iowa citizens with equal access to library resources by encouraging and supporting interlibrary loan among all types of libraries. Access Plus is funded as part of the Enrich Iowa program to subsidize participating libraries for each interlibrary loan made to an eligible Iowa library.

2. Definitions

A. Interlibrary loan:

"An interlibrary loan (ILL) is a transaction in which library material, or a copy of the material, is made available by one library to another library upon request. The libraries involved in interlibrary loan are not under the same direct administration." (National Center for Education Statistics)

B. Special library:

"A special library is a collection of materials dealing with a specific subject or particular body of knowledge. The special library shall acquire, organize, maintain, and disseminate information relevant to the sponsoring organization, as well as develop information services which fulfill the information needs of the organization. . ." (Special Library Association)

C. Subject request:

"A subject request is a request for books or periodical articles, on a particular subject, which does not name specific titles to be loaned."

D. Reference request:

"A reference request is an information contact which involves the knowledge, use, recommendations, interpretation, or instruction in the use of one or more information sources by a member of the library staff. It includes informational and referral service. Information sources include printed and non-printed materials, machine-readable databases (including computer assisted instruction), catalogs, and other holdings records, and, through communication or referral, other libraries and institutions, and persons both inside and outside the library." (National Center for Education Statistics)

3. General Provisions:

- A. Libraries must return the Enrich Iowa Letter of Agreement indicating in the box provided that the library wishes to participate in Access Plus. It must be signed by the library director or other signatory authority, postmarked by **June 20, 2008**; received by the State Library on or before **June 27, 2008**, 4:30 p.m.
- B. Lenders are not obligated to fill requests for new materials or items costing less than \$10.00. Borrowing libraries are strongly encouraged to consider purchasing these types of materials before requesting a loan.
- C. School or academic libraries that close before June 30 should submit claims before the end of the school year. Late claims may not be approved for payment.
- D. All Iowa libraries are encouraged to participate in Access Plus. All eligible ILL transactions are reimbursable, and all participants that share resources through ILL will receive payment, including those that loan one or two items per year.
- E. Transactions generated by subject requests, reference requests and multiple copies for book discussions will be covered by Access Plus. **Bulk loans (e.g., Large Print book deposit collections) are not eligible for Access Plus reimbursement.**
- F. Participants will be reimbursed annually for each item loaned to eligible libraries from first loan. **Reimbursement is based on transactions from the previous year.**
- G. The provision of interlibrary loan services to nonresidents (i.e., Open Access customers) is a local library option.
- H. Participants receive a subsidy for items loaned to Iowa libraries of the following types:
- AEA media centers;
 - college, community college, and university libraries;
 - public libraries;
 - school libraries;
 - state-run institution libraries;
 - state agencies, such as the State Library.

(Over)

Exceptions to H. include:

- i. State agency libraries shall not be reimbursed for loans made to other libraries;
- ii. AEA media centers shall not be reimbursed for loans to school libraries;
- iii. Regents university libraries shall not be reimbursed for loans to each other;
- iv. Special libraries shall not be reimbursed for loans to other special libraries.
- v. Loans that are reimbursed under other contracts or agreements shall not be reimbursed through Access Plus.
- vi. **Any interlibrary loan transaction in which the customer is a resident of the city that owns the item being loaned is not eligible for Access Plus reimbursement.**

4. The participant shall:

- A. Not charge the borrowing library for interlibrary loan. The borrowing library may charge the library customer **up to \$1.25** per item to **offset postage**.
- B. Follow its own policy regarding charges to the borrowing library for telefacsimile and for materials lost or damaged during the interlibrary loan process. Access Plus will not provide reimbursement for lost or damaged materials or for postage.
- C. Send requests, unless covered by other agreements, first to like-type, like-size, and nearest libraries. **Regents university libraries (Iowa, Iowa State, UNI) are libraries of last resort, and shall be accessed only when all other resources have been exhausted.** Requests that do not follow these protocols should be returned unfilled.
- D. Report Access Plus activity in accordance with the following:
 - (1) Honor ILL requests from all eligible Iowa libraries. Requests should be for verified items based on known locations using standard forms, e.g., ALA ILL form. Requests may be sent by SILO (the state ILL network), OCLC (the national ILL network), other electronic networks, mail, or fax. Phone requests may or may not be accepted by the lending library.
 - (2) Provide verification that a loan was made in response to a specific request for the item from another library. Verification of loans made must accompany the library's Access Plus report. Verification may be in the form of photocopies of requests or a log listing the item loaned, type of request, the date loaned, and the requesting library. **Verification is not required for items loaned on SILO or OCLC.**
 - (3) Count a photocopy of an article as one item regardless of the number of pages photocopied.
 - (4) Report eligible Access Plus transactions annually in accord with directions and deadlines established by the State Library. Report loans based on interlibrary loan requests, subject requests, reference requests and multiple copies for book discussions. Do not include bulk loans.
 - (5) Libraries that are part of a shared automation system must document that interlibrary loans reported as Access Plus were checked out by a resident of a city other than their own.
 - (6) Return a copy of the Access Plus Report form and the Access Plus Transaction Log (if applicable) to the State Library by *August 31, 2009*. Provide additional information for reporting purposes as requested by the State Library.
- E. Participate in Access Plus for the entire fiscal year (July 1 to June 30).

5. The State Library shall:

- A. Administer Access Plus on behalf of participating Iowa libraries and distribute Access Plus reimbursement contingent upon receipt of funds.
- B. Provide a copy of the Access Plus Report form and the Access Plus Transaction Log to all participating libraries. Reports are due *August 31*.
- C. Reimburse participants annually for each item loaned to eligible libraries from first loan. Reimbursement is based on transactions from the previous year. Payment shall be based on the funds available and the total number of transactions for FY08; last year, the Access Plus reimbursement was approximately \$1.75 per loan.
- D. Inform libraries as to the availability of funds under Access Plus and answer questions on the details of Access Plus. Changes to Access Plus shall be communicated in a timely manner to all participants and other interested parties.
- E. Monitor compliance with the Access Plus terms of agreement. Audit reports as needed to ensure *compliance*, and take appropriate action if a participant is not honoring the terms of this agreement.