

Unlocking the Interlibrary Loan Code for the United States

July 19, 2016

Q&A

Question: As a requesting library, where would you submit the special requirements on an item? Like if a faculty wants to share an item with their class, is there a specific place?

A: I would put in the borrowing notes within your request as you kind of asked in the parenthetical there. That is where I would place that information. If you're concerned that the person might not read those notes, you could potentially contact them outside of the system if that's going to be some really extreme kind of use, that you want to make sure that they're aware of in advance. That would be my recommendation. You could also stick it in one of the fields if you're really concerned. But yeah, there isn't a specific special requirements field, it would just be a note.

Question: Staples strongly discouraged, does this go for the super heavy duty staples that close cardboard packages too?

A: We're talking about copper staples again. I truly think it refers to all staples.

Question: Is there standard language available to include in electronic contracts regarding ILL?

A: No standard language. There are individual libraries and perhaps consortia that have developed their own standards language. I know this is also a project that the STARS legislation and licensing committee, and also the vendor relations committee, are working together to try and develop that for the community at large. That's one of their projects for the coming year. Hopefully if you can't find something currently there will be something promoted out there soon. I'd add that at my institution we've had better luck with publishers and providers by tweaking their proposed language, rather than trying to wholesale replace the language in the contract, for whatever that's worth.

Question: Is the code suggesting to also ask before supplying a digital copy for a physical loan, or is that just suggested for the reverse? In other words supplying a loan in place of a digital copy request.

A: I would say it's probably good practice but if you're sending them something that is different than what that ask for, it is a good idea to check first. That said in my own personal opinion I would happy to get a digital copy instead of a loan, but I don't know that that's always the case. There may be times when someone specifically wanted the paper copy. I think it's always better to ask.

I think we specifically addressed supplying a loan in place of a copy because that adds additional cost and processing to the borrowing library so they're now responsible for this physical thing when all they wanted was a scan. They have to pay shipping cost and all of those things that go along with a loan that don't happen in the copy atmosphere. That was I think the purpose in directly addressing that situation.

Question: What does the code say about supplying articles from e-Journals?

A: The code does say to follow whatever license terms your library has signed. Become informed about your licenses and follow them.

Question: I've never had to use an ALA request form, when is the appropriate time to use one? Should they be submitted to a library electronically?

A: I'll do the electronically prepped first, yes, they should be submitted electronically. I think in this day and age if at all possible everything should be electronic communication. The ALA request form I believe is used mostly as a fallback when no other system exists to transmit the request. If for instance you are trying to send a request to a library that doesn't participate in a system like OCLC or Docline, or perhaps does but it's not the same system you participate in, that would be the time to breakout the ALA request form. You can just create that, save it as a PDF and attach it to an email to that institution, would be the best way to submit it. It's also very similar to the IFLA request form, so you could use it probably interchangeably with that if you wanted to request from an international library on one of your systems.

Question: Are we now supposed to mail back ILLs about a week before due date to allow for shipping?

A: No. In fact exactly the reverse. That was the case in the old code, if I'm understanding what this person is saying correctly. Now the due date is the date that it's due back at the requesting library to begin its shipment back to the lender.

Question: Could you clarify what lending as liberally as possible means in the latest version of the code?

A: I would say as liberally as possible, we're talking about liberal in terms of loan periods, so loaning items for as long as you can from your situation. Also being liberal about formats that you lend and collections and locations within you library. Also thinking individually about things and not excluding wholesale a certain format. Making sure that you're lending as much as you can according to local policy. That's going to look different for different libraries. What I'm allowed to lend at the University of Houston is going to be different from what Sue can lend out of public in Massachusetts.

Question: Is removable tape a no-no?

A: Sticking any kind of tape, or removable stickers, or unremovable stickers, to someone else's material is a no-no. You certainly can still use tape on packages to close them, but I wouldn't use removable tape in that situation. Removable tape is a no-no. You can stick it to your own materials all you want and use it for that, but please don't use it on other people's materials. As the folks on the panel have heard a number of times from me, I'm in Houston, it's real hot, it's real humid and if you put removable tape on something it is going to be baked on by the time it gets down here. We see it all the time. Those removable labels are not removable by the time they've been in a 150 degree truck for week.

Question: Can you go over the due date thing again? We should now set our due dates to say when the item is actually due back at our library, rather than allowing a shipping period?

A: If you are the borrowing library the due date that you get is the due date that you give to your user, because the due date equals the date it's due back to you, the borrower. Is that still confusing? It's up to the lending library, or supplying library, to build in a grace period to account for your shipping time back. In the past, as I think came up in the questions earlier, as the requesting or borrowing library it was up to you to back up your due date for your user because you had to account for the shipping time. That's no longer the case. Whatever due date you receive is the due date that your user brings it back to you.

Question: Any recommendations for something to use besides labels?

A: Yeah. Book straps are great. We use legal size paper and we print book straps on it and then cut them in half. I've also seen reusable book straps that look pretty neat and have a little plastic pocket on the front so you can just print on a card and slip it in. If you really like your labels you could always use paper book straps and then just stick a label to them.

Question: For renewals, if the lender doesn't respond, how long do we wait before assuming the same loan period for the renewal? What are your thoughts on that?

A: We don't specifically address how long to wait but I generally tell the libraries that I'm borrowing for, a week. That's just kind of a guess. What I typically do if somebody wants to keep something longer, is I renew it for them in our local circulation system because that's truly what they care about, "Am I going to get fined or not," and tell them that it's a provisional renewal and that I might be back in touch with them if the lender surprises me and says, "No renewals."

Question: Is there still the older rule or guideline that says libraries should not request ILLs or items that they own but that are checked out?

A: I don't believe so, no. I think it was not previously address in the ILL code, but there's no universal rule or guideline that I'm aware of that said that. There could have been some sort of local guideline. I think it was practice in quite a few places. I believe that was practice in quite a few places not to request something that you owned. I think what we were doing to address that was just to say that that might not be logical. When we got that feedback from public libraries saying, "This is terrible. Are you thinking that I'm going to be requesting every new best seller?" That one was bounced over to me, and of course, no we're not thinking that. You won't get them anyhow. It's just in that situation where something isn't particularly popular or isn't a brand new hot best seller with 100 lists of people waiting for it, but it just happens to be checked. It's okay if you want to go ahead and try to get it on Interlibrary Loan. I actually am aware of a system in Denmark that forbid it in the past and now allows it. I think there were policies in various places. It was to say it's okay if you want to have the opposite, be the policy in your place that you can do Interlibrary Loan on a case by case basis if it makes sense for you.

Question: Does the supplying library have to convey license terms and conditions when filling a request for a licensed electronic resource?

A: No, that information does not have to be passed on to the requesting library. You just need it yourself.

Question: We have a library that repeatedly doesn't respond to emails and doesn't provide a phone call for overdue materials and damaged items. Are we within our rights to stop ILL service to them?

A: If you cannot get them to communicate with you, so they don't return phone calls or don't provide a phone number I'm assuming, maybe that's what that means, then yes you are within your rights to stop ILL service. You should notify them that you are doing that, and who knows, maybe they'll finally respond.

Question: We have our own ILL request form, should we use the ALA form instead?

A: Not necessarily if your own local ILL form works for your consortium, then you're fine. If you're talking about a form that you use to send to everyone, then yeah maybe I would in your case look at the ALA form and see if it wouldn't serve your purpose.

Question: Is there a timeline for consortia with their own ILL guidelines to bring them into agreement with the ILL code?

A: The code is intended for when other agreements don't exist. It governs transactions between libraries in the US but it doesn't override other codes that you may comply with in terms of consortia or at state level. It's up to you whether you want them to be in line; I think that's probably a good idea unless you want to be even more liberal than the national code. There's no specific requirement to do so. I will say the state of Indiana has its own code and we've already updated it, because I was involved in this process. I'm also part of that committee, we went ahead and updated our state code based on the revisions here.

Question: The new code calls for them, our local system does not recall. Does the local trump the ILL code?

A: The supplement actually explicitly discourages recalls. I think you're in line if you're not using them locally, and that's wonderful.

Question: Does the due date change apply to all libraries?

A: Yes, except for libraries who have some local code that has a different definition of due date. I would agree with Tina that if you can try to bring your various codes that you follow in line, it's much less confusing, but the code applies for all situation where there isn't something else locally that trumps it.

Question: Can you give a broad number of how many survey responses were received from medical libraries? There may be some slight differences in that regard.

A: One respondent from the fall 2014 survey indicated that he or she was from a medical/hospital library. There were seven respondents from medical/hospital libraries to the fall 2015 survey. Since respondents were not required to answer the demographic questions, there may have been others who chose not to answer.

Question: I have a question about responsibility of requestors and lost loans of original material.

A: According to the ILL Code and Supplement, the requesting library assumes responsibility for an item from the time it leaves the supplying library until it is returned to the supplying library, including time in transit. This is based upon the concept that the item would not have been put at risk had the request not been made. See section 4.9 of the Code and Supplement.

Question: Please explain the new copyright info again--I missed part of that.

A: The Code and Supplement in section 4.8 make clear that requesting libraries must comply with U.S. Copyright Law and be aware of related guidelines, such as CONTU. This allows libraries flexibility to balance Federal Copyright Law's Fair Use (107) and 108 provisions with the separate CONTU guidelines on a case-by-case basis. The former Code indicated libraries must comply with the Copyright Law and CONTU while the newly revised indicates libraries must comply with Copyright Law and be aware of CONTU (which is not law).

Question: Do most libraries charge for ILLs? How much? We charge \$2 per item delivered.

A: Section 5.3 of the Code/Supplement encourages supplying libraries to lend without fees, but they can charge for their services if desired. The Code does not recommend a fee amount, but does state that those libraries who do charge should make available a fee schedule part of their interlibrary lending policy.

Question: When a lending library receives multiple requests from the same issue of the journal by a single library or multiple chapter copies from the same book; is the library encouraged to decline filling those requests based on the suspicion of copyright violation? Or, does the CONTU statement make it okay?

A: The ILL Code and Supplement do not address this. You might consult the CONTU guidelines or ask the ILL community about best practices via one of the ILL email listservs.

Question: Did open access material come up in any discussions? If an open access document or item is requested via ILL, should a lender fill or alert the borrowing library?

A: Open access materials are not addressed in the ILL Code/Supplement. This would be a good question to pose on one of the ILL email listservs to see what the community considers to be a best practice.

Question: For libraries that are transitioning out of using labels for lending, is there a grace period for when we can transition from labels to bookbands/paperwork?

A: When lending, you can use labels and/or tape on your own materials as you like. The ILL Code indicates however that you cannot place them on other libraries' materials when you borrow. There is no grace period; that prohibition of placing tape or labels on other libraries' items is currently in effect.

Question: These days when materials for requests are handled thru non-traditional ILL (i.e. to be obtained from doc supplier or author), do we still count them as ILL request?

A: Since these types of requests are not made and filled between libraries, the ILL Code does not apply. You might consult one of the ILL email listservs to determine a community best practice.

Question: There's an exception to confidentiality when the lending library requires a copyright declaration form, correct?

A: For libraries in the United States, section 5.2 of the Supplement indicates supplying libraries should not require the end user's name if the requesting library chooses not to provide it.

Question: Is there standard language available for patron confidentiality? I'm looking to include this in my ILL student workers manual and would like to have them sign some sort of acknowledgment form.

A: This is another good 'best practices' question for one of the ILL email listservs.

Question: Patron info (name, library card no.) is included in electronically submitted WISCAT ILL requests. Does this violate patron confidentiality? Printed shipping labels also include this patron info. Does that violate patron confidentiality?

A: The ILL Code applies when no other agreement exists. So if there is an agreement among WISCAT members that patron info must be on requests and labels, then it is not a violation of the U.S. ILL Code since the national code does not apply to these transactions.

Question: Can new library patrons submit ILL requests as soon as they obtain a library card? Should there be a waiting period before they can submit an ILL request?

A: The ILL Code does not address this, so local policies and practices would apply.

Question: Many libraries strongly discourage the use of jiffy bags, but we here at COD still see so many of those. Can an all-points be sent out as a reminder to not use those bags?

A: The ILL Code and Supplement do not specifically prohibit jiffy bags. The Supplement does indicate however that old, frayed, ripped, or decaying packaging and wrapping must not be used, though.

Question: The question of labels on the items. You said there is no ILL police to keep up with this, so how are you going to handle the libraries that fail to follow that code?

A: Supplying libraries may refuse to lend to requesting libraries that do not follow the ILL Code. If you want to be able to borrow from other libraries, keeping your local resource sharing practices in alignment with the Code is highly encouraged. You must follow the rules of the playground if you want others to play with you. It should be noted, though, that a library must attempt to address a problem with another library before service is suspended.

Question: International lending and borrowing. Do many libraries do this?

A: A great question for an ILL email listserv. The ILL Code now encourages international borrowing and lending, but those transactions are covered by IFLA's "International Resource Sharing and Document Delivery: Principles and Guidelines for Procedure" document rather than the U.S. Code.

Question: If no format is specified in a request are we to assume that ANY format will satisfy the request? Or does it become necessary to conditionalize the request?

A: If the request was made from a specific OCLC record, I would advise filling using the format of the record used. But if the request is not made from a specific record and you have multiple formats, it would be best to conditional or check with the requesting library before filling.

Question: With regard to supplying articles and scan quality, what about older periodicals on microform? We will supply the best copy available from our microforms, but that will still be black and white. Should we conditional before supplying in case the lender expects that they will be getting color scans from a paper source?

A: If the request was made from a micro-format record, I would interpret that as okay to fill from microform. But if in doubt, it doesn't hurt to check in with the requesting library.

Question: What about ILL loans for distance education learners? Is it okay to ship a loan to a patron's home once we receive it from the supplying library?

A: Yes, this is permitted. However, it would be best to include a borrowing note to potential suppliers letting them know to check with you if any use or shipping restrictions are required before they send the piece. For example, you would not want a supplier to send a book with an in-library-use-only restriction for one of your distance users.

Question: Can we have an "embargo" on our brand new items before borrowing?

A: For copy requests, you can request scans for your users from other libraries if your local e-journal access is embargoed; the ILL Code does not prohibit that. In regard to lending new physical items in your own collection, the ILL Code and Supplement encourage you to lend as liberally as possible regardless of material format or collection and on a case-by-case basis rather than having blanket prohibitions. That being said, the Code does recognize that supplying libraries retain the right to determine what materials will and won't be supplied.