

Amigos Western Resource Sharing Agreement

I. Definition

Resource sharing is comprised of transactions by which a library makes its materials or copies of its materials available to the clientele of another library upon request.

II. Purpose

The purpose is to obtain, upon request of a library's primary clientele, materials not available in the local library.

III. Scope

A. Under the terms of this Agreement, any type of library materials may be requested. Libraries are encouraged to lend any materials that circulate outside the library to their own patrons and to be as liberal as possible in supplying materials of all formats with due consideration to the interests of the primary clientele.

B. Libraries signing the Amigos Western Resource Sharing Agreement must be supplying libraries as well as requesting libraries. Libraries must be willing to lend if they wish to borrow. The benefits of the Agreement are not available to non-suppliers.

C. The Agreement covers resource sharing among those libraries who sign the Agreement, regardless of the method of transmission of requests and/or materials.

IV. Responsibilities of the Requesting Library

A. Resource sharing does not relieve any library of the responsibility for providing collections necessary for its primary clientele, unless libraries have entered into special agreements.

B. The requesting library should follow state network protocols, or in the absence of state protocols, exhaust local resources before requesting materials from other members. The requesting library should avoid sending the bulk of its requests to a few libraries. Major resource libraries should be used only as a last resort.

C. Local holdings data should be checked for serial holdings when available.

D. The requesting library is responsible for checking the policies of the supplying libraries in the Policies Directory.

E. Requests for materials for which locations cannot be found should be sent to libraries that might provide the materials with the statement that the requesting library cannot locate and verify. The source of reference should be cited.

F. The requesting library should use standard bibliographic format regardless of the means of transmission. The library should indicate its preference to receive documents via fax, Ariel, or other electronic transmission and include the relevant address in Borrowing Notes.

G. Participating libraries edit their affiliation field in their ILL NAD record as follows: "Amigos Western Resource Sharing Agreement: YES."

H. The requesting library must ensure compliance with the U.S. copyright law and the CONTU guidelines. Copyright compliance must be determined for each photocopy request and a copyright compliance statement must be included on each photocopy request.

I. The requesting library must honor due dates and enforce all use restrictions specified by the supplying library. Requests for renewals should be made before the item is due. The requesting library should respond immediately to items recalled.

J. The requesting library is responsible for the safety of borrowed material from the time the material leaves the supplying library until it is returned to that library. If damage or loss occurs, the requesting library is responsible for compensation or replacement in accordance with the preference of the supplying library.

V. Responsibilities of the Supplying Library

A. The supplying library must establish and make available its resource sharing policy in the Policies Directory and in other formats as necessary, and update the policy yearly or immediately as changes occur.

B. The supplying library should process and respond to requests in a timely manner, with specific attention to a specified "Need By" date.

C. The supplying library should include sufficient information to identify the request and clearly state the duration of the loan.

D. The supplying library may recall materials at any time.

E. The supplying library will send photocopies via First Class mail. However, signers are encouraged to use fax, Ariel or other electronic means to send photocopies if possible and when such delivery options are acceptable to the requesting library. Electronic transmission for longer documents is left to the discretion of the supplying library in communication with the requesting library.

F. The supplying library will send loans by the most expeditious means that they can afford. Signers are encouraged to provide occasional rush service to other signers without charge.

VI. Expenses

A. Signers of this agreement will not charge each other

1. Fees for handling interlibrary loan requests.
2. Postage or other transportation charges; charging for telefacsimile or electronic delivery is at the discretion of the supplying library.
3. For photocopies up to 30 pages per bibliographic citation. Charges beyond the 30 pages are at the discretion of the supplying library.

B. Some institutions operate both a traditional interlibrary loan service for primary patrons as well as a fee-based service for commercial clientele. Although signers will not charge each other for traditional ILL requests, they may charge for requests received from a library-sponsored fee-based service.

VII. Violation of the Agreement

The requesting and supplying libraries are responsible for compliance with the provisions of this agreement. Continued violations may result in suspension of borrowing privileges.