

LIBRARY RULES

*ZBW–Leibniz Information Centre for Economics
Kiel/Hamburg*

December 2018

Based on Article 49, Para. 3, Clause 1 of the General Administrative Law of Schleswig-Holstein (Landesverwaltungs-gesetz – LVwG –) as published on 2 June 1992, last amended by law on 17 December 2010, GVOBl. 2010, p. 789, the Foundation Council of the ZBW issues the following Library Rules for the ZBW – Leibniz Information Centre for Economics.

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I. General Regulations

1. Duties and Responsibilities of the Library

(1) Under the law establishing the foundation “German National Library of Economics – Leibniz Information Centre for Economics” enacted on 30 November 2006, last revised on 9 April 2018, the purpose of the ZBW is to collect and index internationally published literature on economics. It offers comprehensive services that facilitate the efficient, effective and sustainable utilisation of economics-specific information for research and teaching.

(2) These Library Rules establish the basis for using the library.

2. Entitlement to Library Use and Legal Nature of Membership

(1) All natural persons and legal entities are eligible to use the ZBW for purposes corresponding to Article 1.

(2) Formal admission according to Article 4 is a precondition for using the library.

(3) Children below the age of 14 years must be accompanied by an adult.

(4) Use of the ZBW constitutes a contract under public law between the library and the user.

(5) The enforcement of house regulations remains unaffected.

(6) Users agree to abide by the Library Rules when entering the ZBW or when signing the application for membership. The Rules are open to public examination either online or on the premises of the ZBW during opening hours.

3. Charges, Fees and Deposits

(1) There are no general charges for using the ZBW. The use of individual services may incur charges according to the applicable schedule.

(2) The ZBW will enforce outstanding claims that are not settled in due time according to the pertinent administrative regulations, if necessary.

(3) The ZBW may charge fees, to be agreed individually, for the commercial use of its holdings, in particular for the utilisation of reproductions.

(4) The ZBW may charge a refundable deposit for the use of keys to cloakroom closets, lockers and other facilities.

II. General Rules of Use

4. Membership

(1) Anyone wishing to use the library on site must apply for membership.

(2) All libraries participating in national and international interlibrary loan are considered members in perpetuity.

(3) Membership of the library must be applied for in person and will be granted on production of:

- a valid identity card and, if applicable, proof of either study at, or work for, a local education institution

or

- an official and valid substitute ID card and, if applicable, proof of either study at, or work for, a local education institution

or

- a valid passport, a certificate of registration with the local authority, and, if applicable, proof of either study at, or work for, a local education institution.

(4) Legal entities should apply for membership through their authorised representative, stating his or her personal data according to Article 4 (2), with their office or company stamp (address). Proof of authority to sign must be provided. The authorised representative shall name to the ZBW all persons who are authorised to use the user card. The ZBW must be notified immediately if this authorisation is withdrawn.

(5) Membership is granted by the issue of a user card which remains the property of the ZBW and must be safeguarded with due care. Users are responsible for all transactions in which this card is used, including use of the card by third parties. In case of loss the ZBW must be notified immediately.

(6) Users must change the password assigned at registration. Passwords must be treated confidentially. They must not be passed on to third parties under any circumstance.

(7) The ZBW must be notified immediately of any change of address, including email address. Users will be held responsible for costs and damages accruing to the ZBW as a result of non-compliance.

(8) Membership of the ZBW can be denied or revoked for important reasons.

(7) Formal membership is granted for a limited time. It begins with the issue resp. the activation of the user card. The valid time can be extended on request.

5. Termination of formal membership

(1) Formal membership ends, irrespective of other provisions in these Rules, when the valid time of the user card expires or in the cases stipulated in Article 25.

(2) If membership ends according to Article 25 (1) or (2), all items borrowed from the ZBW and the user card must be returned. All outstanding debts must be settled.

6. Processing of Personal Data

The library processes personal data of its users within the scope of statutory data protection provisions to the extent that is required for the legal fulfilment of its responsibilities. The full data protection policy can be viewed in its valid version, in particular as regards the usage of the ZBW website and for the rights of data subjects, at <https://www.zbw.eu/en/data-protection/>. The following data are processed routinely:

Categories of personal data

- **Mandatory data:** these are data the ZBW needs to carry out loans and to contact its users in case of need.
First name, name, address/place of business, date of birth, membership of an education institution
- **Voluntary data:** gender, telephone number, email address
- **The ZBW creates additional data and links them to the data stated above:** user number, user type.

Usage data

- **Dates of ordering, reserving, borrowing, renewing and returning items, loan periods, number of renewals or overdue notices, dates of origin and amounts of fees, indemnifications and expenses until finally settled, loan history, blocking and expulsion flags**
 - (1) The ZBW uses the data to provide all its services to the user. The ZBW ensures the safety of personal data with appropriate technical and organisational means.
 - (2) If an email address is provided, we offer various services, such as sending reminders if loan periods or the valid time of the user card end, sending notices that reserved items are available or sending overdue notices by email.
 - (3) The library management system adds other data and links them to the data mentioned above: start, renewal and end of the membership.
 - (4) The ZBW saves the time and duration of using the IT workstations in connection with the user card number. This is to safeguard the integrity of the IT systems and the data will be deleted when the use ends.
 - (5) The data of the library management systems are processed in a data centre located in the Federal Republic of Germany.
 - (6) Personal and usage data will be deleted one year after the end of membership, provided that the user has returned the borrowed item(s) and settled all outstanding fees, expenses and payments or indemnifications owed.
 - (7) Blocking flags will be deleted once the underlying obligations have been fulfilled. Entries about time-restricted exclusion from library use will be deleted one year after the period of exclusion ends.
 - (8) For the correction, deletion, and restriction of processing of personal data the provisions of articles 16-19 of the GDPR apply.
 - (9) It is prohibited to access internet services that violate criminal law or the law for the protection of children and young people from devices provided by the ZBW. In case of violation, the ZBW may use as evidence the logging of accesses as is technically feasible.

(10) Users are responsible for the safeguarding of their own personal data when using the IT workstations. Therefore they are obliged to close open applications when they leave the workstation.

7. Copyright Law and License Terms

- (1) Users are obliged to comply with copyright law.
- (2) Literature provided in electronic format may only be used for private study and research. It may not be downloaded systematically, transmitted to others or used for commercial purposes.
- (3) Users must comply with current licensing terms.

8. General Rights and Duties of Users

- (1) Users are entitled to use the library's services. In the interest of all users, time limits may be imposed on the use of those ZBW services which are in heavy demand.
- (2) Users are obliged to follow the Library Rules and the directions of library staff.
- (3) They are liable for any damages to the ZBW resulting from non-observance of these obligations.
- (4) Users must treat all library holdings and equipment with due care and protect them from damage. Such damage includes the removal of pages as well as comments of any kinds, i.e. underlinings and corrections of mistakes.
- (5) Users are obliged to check the condition and integrity of each item on receipt and to notify library staff of any damage.
- (6) Anyone wishing to use a piece of equipment must verify that it is functional and undamaged. Users must notify library staff immediately of all damages or faults noted before or during use.
- (7) Users must notify library staff immediately of damages to, or losses of, media, furnishings and other working materials that occur during usage. They are liable for compensation under Article 11.
- (8) If library items which have been reported as lost are returned at a later date, users are entitled to receive the replacement copy or any copies made of the item in question.

9. Conduct in the Library

- (1) Users must conduct themselves in a manner that does not interfere with the legitimate rights of others and the running of the library.
- (2) In all rooms dedicated to user services, appropriate silence must be observed.
- (3) Users are obliged to follow the orders and directions of library staff.
- (4) Eating and drinking is only permitted in designated areas.
- (5) No animals except guide dogs may be brought into the library.
- (6) Smoking is prohibited in the ZBW.
- (7) Lockers that are used during a stay at the ZBW must be cleared on the same day, at the latest at the closing of the ZBW. Any keys, such as locker keys, may not be taken off the premises.
- (8) Photographs and film or audio recordings of any kind inside the library may only be made with prior permission by the library management or persons designated by the library manage-

ment. Private and guided groups may take souvenir photos inside the ZBW as long as the privacy and other rights of library staff and other users are observed.

(9) The use of technical equipment brought into the ZBW (such as mobile phones) may be prohibited or restricted to certain areas.

(6) Guided tours of the ZBW are given by library staff only.

(7) Access to non-public rooms of the ZBW is not allowed.

10. Right of Inspection and Lost Property

(1) The ZBW has the right to implement the necessary arrangements for inspection to safeguard its holdings.

(2) In case of reasonable suspicion, the ZBW has the right to inspect the contents of bags and other containers with the consent of the user concerned.

(3) On request, a valid identity or user card must be shown to library staff.

(4) Lockers may be inspected routinely outside opening hours. In case of reasonable suspicion of misuse, lockers, book carts and similar objects may be searched with the concerned user's consent. The ZBW also has the right to clear lockers that have not been vacated within due time at the user's expense. Items found in the ZBW or removed from lockers not vacated in time are treated as lost property.

(6) If misuse of IT workstations is suspected (see Article 16), library staff are authorised to make inspections and to take appropriate action in accordance with these Library Rules.

(7) Library management or persons authorised by management enforce house regulations.

11. Liability

(1) The ZBW is not liable for the loss of, or damage to, items brought into the library. This also applies to items such as money or valuables and items lost from the lockers provided.

(2) The ZBW is not liable for damages resulting from incorrect, incomplete, omitted or delayed library services.

(3) The same applies to damages resulting from the use of digital library services and for damages resulting from faulty contents of used media or from third-party misuse of data which may result from insufficient data protection on the internet.

(4) The limitations of liability under Article 11 (1) to (3) apply only if the damage is not the result of malice aforethought or gross negligence on the part of ZBW staff.

(5) The ZBW bears unlimited liability for damages resulting from injury to life, body or health if they are based on malice aforethought or gross negligence.

(6) The ZBW is not liable for the consequences of copyright infringements by library users.

(7) Neither is it liable for the non-fulfilment of contractual obligations between users and internet service providers.

(8) Users must in due time make full compensation for the loss of, or damage to, library property which has occurred during their use of it even if they cannot be proven to be at fault. If users exceed the loan period, they are liable for loss of, or damage to, borrowed items even if they are not at fault. The ZBW decides the amount and the kind of compensation to be made at

its own discretion. Users must either restore the original condition, procure a replacement copy of equal value or pay compensation within a period determined by the ZBW.

(9) Users are liable for damages to technical equipment beyond the normal wear and tear if they can be proven to be at fault.

(10) Users are liable for damages resulting from the loss of the user card or the misuse of the password by third parties until notification of the loss is received at the ZBW.

12. Opening hours

(1) The opening hours of the ZBW are set by the library management and displayed on the notice board or made public by other suitable means.

(2) The ZBW can be closed temporarily for important reasons wholly or partially. Announcements will be made on the notice board or by other suitable means.

13. Reproductions and Publications

(1) Users may produce reproductions, or have reproductions produced, of items held by the ZBW. This also applies to items on interlibrary loan or supplied through document delivery services.

(2) On request, reproductions can be made by, or on behalf of, the ZBW of items either held by the ZBW or sourced from other libraries, provided that this will not damage the items.

(3) Reproductions from handwritten manuscripts and other special collections as well as from old, valuable or fragile works may only be made by the ZBW or with its permission.

(4) The ZBW determines which method of reproduction is to be used. It may refuse or restrict reproduction on conservation grounds.

(5) If the ZBW itself produces the reproduction, the ensuing rights remain with the ZBW; the original recordings remain the property of the ZBW.

(6) Reproductions for commercial use (e.g. document delivery services, reprints, facsimile editions, postcards) or in large number require a specific agreement which also states the *quid pro quo*.

(7) The right of usage and reproduction may not be transferred to third parties without the prior agreement of the library.

(8) Users are solely responsible for observing all copyright, personality or third-party rights regulations when using these reproductions.

(9) Texts and images from library property that are in the public domain may be published only after prior written announcement and with the ZBW's agreement (see Article 25). In the interest of ongoing documentation and information, users engage to submit without charge specimen copies or offprints of works about library holdings.

(10) A specimen copy of every publication from or about the holdings of the library must be submitted to the library unsolicited and without charge immediately after publication.

(11) The library reserves the right to make special provisions in particular cases. The provisions of copyright law remain unaffected.

III. Use on the Premises

14. Using the reading rooms

- (1) All items held in the user service area may be used there. The items must be returned to their proper place after use or placed in a designated space.
- (2) All items held in the stocks or in the property of other libraries may be ordered for use in the reading room. These items must be returned to the service desk after use.
- (3) Desks in the reading rooms must be cleared when users leave the library for the day.

15. Using expensive and/or rare items

- (1) Valuable and/or rare items may only be used on stating the purpose and only in the rooms dedicated for viewing by the library. The safety arrangements for the conservation of these items must be observed.
- (2) Items unsuitable for unlimited access may only be viewed on proving a professional or scientific purpose.
- (3) On legal or conservatory grounds, the use of media can be subjected to conditions or excluded for an appropriate period of time.

16. Using IT workstations and digital information resources

- (1) All IT workstations and digital information resources are to be used only for academic or professional purposes or for further education as defined by the purposes of the ZBW under Article 1. They may not be used for non-library-related purposes, i.e. anything that inhibits the running and the mandate of the library, violates law or transgresses standards of public decency.
- (2) Users must follow the instructions for the use of equipment, databases and internet services.
- (3) Users are not allowed to change the workstation, network or software settings, independently repair malfunctions or install programmes that were either brought in on data carriers or downloaded from the internet.
- (4) Users are liable for damages resulting from manipulation or other unauthorised use of library equipment and media. Library staff must be notified if any faults are observed before or during usage of the equipment.
- (5) The ZBW can impose time limits on the usage of equipment if it is in strong demand.

IV. Borrowing

17. General Rules for Borrowing

- (1) Items held in the ZBW can be borrowed for use outside the library, unless borrowing restrictions apply.
- (2) In general, the following items cannot be borrowed:
 - (a) holdings marked as works of reference
 - (b) journals and newspapers (bound and unbound)
 - (c) items older than 100 years
 - (d) items younger than 100 years which are expensive, rare or valuable
 - (e) loose-leaf editions, unbound items
 - (f) microforms
 - (g) maps
- (3) The management can lift or tighten borrowing restrictions and recall the respective items, in particular if their state of preservation, legal provisions, or the justified interests of third parties demand it.
- (4) The ZBW may shorten the loan period for works that are in high demand or take them out of circulation.
- (5) The ZBW may file a report with the police if items are taken out without proper checkout irrespective of further action.

18. Borrowing

- (1) Users must personally collect requested items from the pick-up shelf or at the service desk showing their user card.
- (2) The ZBW is entitled but not obliged to deliver the items to any person showing the corresponding user card. It is also entitled but not obliged to check users' identity. Users may send a representative.
- (3) If misuse is suspected, the user card may be retained.
- (4) Once the order and user data are entered or automatically read, and the call number or corresponding charging data are entered, the owner of the user card is charged as borrower. The automated record of the borrowing serves as proof of the delivery of the items. From this moment, users are liable for loss of, or damage to, the borrowed media until their return.
- (5) Users are obliged to check their user account regularly. Complaints must be lodged immediately.
- (6) Items which cannot be charged electronically can be borrowed using a charging slip signed by the user.
- (7) Requested and reserved items will be held for collection at the loan desk for five business days.
- (8) Borrowed items must not be transferred to third parties.

19. Returns

- (1) Borrowed library property must be returned by the due date at the latest. Items must also be returned if the ZBW recalls them before the end of the loan period, in particular if they are required for library purposes.
- (2) Outside regular opening hours, items can also be returned through the book closets provided in Hamburg resp. the book return box in Kiel.
- (3) Items must be returned at the latest on the last day of the loan period and before closing time. Otherwise the loan period is exceeded and fines according to the applicable schedule will be charged.
- (4) On return, the user's account will be credited either by deleting the entry in the charging system or by destroying the charging slip.
- (5) Return receipts can be issued by the ZBW on request. Electronically produced receipts are valid without a signature.
- (6) Users are obliged to check the return of items on their user accounts. Complaints must be lodged immediately.

20. Reservations

- (1) Items currently on loan can be reserved for loan or use in the reading room on their return. Users will be notified when a requested item is available.
- (2) No information will be given as to who has borrowed or made a reservation for an item.
- (3) The ZBW may limit the number of reservations for a particular item and the number of reservations per user.
- (4) The ZBW is entitled to charge a reservation fee. The fee is determined by the applicable schedule.
- (5) The ZBW may reserve items itself and cancel or reset existing reservations.

21. Loan period, Renewals, Recalls

- (1) The loan period is generally set at 21 days for local loans and at 28 days for interlibrary loan and document delivery services. The ZBW may set other periods according to necessity.
- (2) The loan can be renewed if the item is not needed elsewhere and the borrower has fulfilled his or her obligations towards the ZBW. Users must renew the loan themselves before the due date. Users are obliged to check the status of renewal on their user accounts. Complaints must be lodged immediately.
- (3) The ZBW limits the number of loan renewals. The ZBW may demand that an item be presented when renewing the loan.
- (4) Renewals will not be granted beyond the valid period of membership (under Article 4).

22. Exceeding the Loan Period and Liability for Replacement

- (1) If the loan period for an item is exceeded, a fine according to the applicable schedule must be paid.
- (2) The ZBW is entitled but not obliged to send a written reminder for the return of the borrowed item. Email reminders do not require a signature and are considered as served instantly. The reminder will be sent to the last address provided by the user; the borrower bears the risk of postal delivery. Reminders are considered as served three days after they have been posted. Reminders carry charges which start once the loan period is exceeded.
- (3) As long as the borrower does not comply with the reminder or does not pay the fines owing, the ZBW may cease to loan other items, refuse the renewal of existing loans and block the use of other services.
- (4) With the fourth reminder the user card will be blocked. The user cannot place further orders or use other functions on his account (e.g. renewals). If the borrowed item is not returned within 14 days of the fourth reminder, the library may procure a replacement copy at the user's expense or demand indemnification for the item's value.
- (5) For individual forms of use or groups of users the loan of further items may be suspended after the first reminder.

V. National Literature Supply – Document Delivery*23. Ordering through interlibrary loan and document supply services*

- (1) Items not held in the ZBW can be requested from other libraries through regional, national and international interlibrary loan or through document supply services.
- (2) Loans are regulated by the applicable interlibrary loan code, by international codes and by the particular rules of the lending library. In all other respects the provisions of these Rules apply.
- (3) Items that are not collected will be returned after the loan period has ended or at the request of the lending library. Copies will be kept for an appropriate length of time.

24. Deliveries through interlibrary loan and document supply services

- (1) The ZBW makes its holdings available through interlibrary loan and various document supply services.
- (2) This takes place according to the provisions of the applicable interlibrary loan codes and these library Rules. Charges must be paid according to user group as set out in the applicable schedule of fees.
- (3) If necessary, users must provide proof that they belong to a particular user group.

VI. Miscellaneous*25. Ending Membership*

- (1) If users wish to end their membership or if the conditions for membership are no longer met, all borrowed items and the user card must be returned.
- (2) If a user repeatedly or seriously violates the Library Rules or other regulations, or if the continuation of the membership has been rendered unacceptable through exceptional circumstances, the ZBW may exclude the user temporarily, permanently or partially from the use of the library. All obligations resulting from the user's membership remain in force after the exclusion.
- (3) In cases of particularly serious violations, the ZBW reserves the right to inform other libraries about the exclusion and the reasons for it.
- (4) The ZBW reserves the right to prosecute.

26. Amendments to the Library Rules

- (1) The management of the ZBW has the right to add and publicise amendments and implementation statutes to the Library Rules.
- (2) On request, the management of the ZBW or persons designated by the management rule on any exceptions to these Library Rules.

27. Entry into force

- (1) The Library Rules were passed by the Foundation Council of the German National Library of Economics on 7 December 2018.
- (2) The supervising authority, the Schleswig-Holstein Ministry of Science, Economics and Transport, authorised the Library Rules according to Article 49, Para. 3, Clause 2 LVwG S-H on 18 December 2018.
- (3) They enter into force on the first day of the month following the authorisation as stated in Paragraph 2. At the same time, the Library Rules dated 14 June 2012 cease to be in force.

For questions or comments please contact:

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