

Illinois Intersystem Reciprocal Borrowing Covenant

WHEREAS, It is to the advantage of the people of Illinois that library materials be accessible to them; and

WHEREAS, library systems have been developed under the provisions of the Illinois Revised Statutes, Chapter 81 and 111 et sec; to promote access to materials available in organized collections in locally supported public libraries; and

WHEREAS, the library systems are desirous of fulfilling their obligations and purposes in this regard, the library systems party to this agreement

WHEREBY, Covenant between themselves, on behalf of the people in the area of their systems and of their member public libraries, to permit any person holding a borrower's card valid for reciprocal borrowing issued by a library belonging to a system party to this agreement and which library is participating in the intersystem reciprocal borrowing program of this Covenant, access to any or all of the other similarly participating libraries belonging to systems which are party to this agreement. For purposes of this Covenant, "reciprocal borrowing" shall have the definition given in the rules and regulations of the Illinois State Library. Further, this intersystem reciprocal borrowing shall be subject only to the conditions set forth here following:

1. The Illinois State Library shall be the administrator of this Covenant, and the rules and regulations prescribed by the State Librarian, under authority of Chapter 81, Paragraph 113, Illinois Revised Statute, shall apply to reciprocal borrowing.
2. Public libraries in systems party to the Covenant qualify for participation as reciprocally participating libraries under the Covenant and terminate such participation in accordance with the provisions established by their respective systems.
3. Users of this arrangement are required to:
 - a) conform to the rules and regulations of the institution from which they borrow;
 - b) present an unexpired borrower's card valid for reciprocal borrowing issued by their local library or by a library system as evidence of their eligibility for this service;
 - c) pay promptly all loss, damage or delinquency charges which may be charged or may accrue against them; and
 - d) secure system services through the library which issued the user's borrower's card.

4. At their discretion, participating libraries may limit this reciprocal borrowing activity to specific classes of materials but libraries are encouraged to provide unlimited access to materials locally housed.
5. Unless a system which is party to this Covenant has filed written notice to the contrary with the Illinois State Library and with all other systems party to this Covenant, the respective system agrees to replace materials lost or damaged in this intersystem reciprocal borrowing by borrowers holding borrower's cards issued by the system's participating libraries.
6. On request, systems agree to assist each other in recovering materials or in collecting the charges for damaged or lost materials involved in intersystem reciprocal borrowing.
7. Participating systems will keep the Illinois State Library and all other systems party to this Covenant timely informed of the names of their respective libraries participating in the reciprocal borrowing agreement herein.

Upon the signing of this Covenant by the officers of a system participating in this agreement, a copy of the Covenant shall be filed with the Illinois State Library. The Illinois State Library shall record the filing of the copy, and distribute copies of the filed, signed Covenant to all other library systems in Illinois party to this Covenant. With the receipt of such copy by any other system party to the Covenant, the Covenant signed by the participating system is in effect between such systems.

The Covenant shall remain in force until a party wishes to cancel the Covenant, in which case ninety days prior to the effective date of the cancellation; notice must be given in writing to the Illinois State Library and to all other systems party to the Covenant by the party desiring the action. The Covenant without further notice then shall be canceled between the indicated parties on the date specified in the notice.

If a modification of the Covenant is proposed, written notice of such proposed modification must be given to the Illinois State Library and to all other systems party to the Covenant; the proposed modification will become effective when written notice of its acceptance has been given by all systems party to the Covenant.