

Ibero-Amerikanisches Institut

- Stiftung Preußischer Kulturbesitz -

Terms of use and scale of fees
for the Library and the Special Collections

from

January 1st, 2024

This information is provided in other languages solely for convenience. The German version remains authoritative.

The Ibero-Amerikanisches Institut, Stiftung Preußischer Kulturbesitz (IAI, Ibero-American Institute, Prussian Cultural Heritage Foundation) is a multidisciplinary non-university institution dedicated to the Humanities, Social Sciences and Cultural Studies. As an area studies institution, it has a regional focus - Latin America, the Caribbean, Spain and Portugal - and also takes transregional interrelationships into account. The unique profile of the institute is due to the equal combination of information centre, research centre and cultural centre under one roof. The Library and the Special Collections of the IAI have globally unique holdings on the Ibero-American cultural area. The Library provides services locally, regionally, nationally and internationally. The main target groups are researchers and academics.

A. GENERAL PART

§ 1 Purpose

Without prejudice to the general house rules and the house regulations of the IAI, these regulations govern the relationship between the IAI as an institution of the Stiftung Preußischer Kulturbesitz, in particular the Library and Special Collections, and its users and determine the possible types and forms of use.

§ 2 User relationship and authorised users

1 The Library and the Special Collections of the IAI may be used by natural and legal persons. Authorities, diplomatic missions, university chairs and institutes as well as comparable organisational units may also be admitted as independent users.

2. A user relationship under public law exists between the Library and the Special Collections of the IAI and its users. This is established by authorisation for use or by actual use of the services offered by the Library and the Special Collections of the IAI.

3. Natural persons can only be authorised to use the services if they are at least 16 years of age. Before the age of 18, the consent of the person with parental authority is required for use. For reasons of youth protection, access to individual media may be restricted for minors.

§ 3 Authorisation for use

1. The application for authorisation for use must generally be submitted online. However, the entire application procedure can also be carried out in person on site.

2. A valid official photo ID must be presented for admission to the services on site.

3. For legal entities or other organisational units mentioned in §2,1 , the application for admission for use may be submitted by a representative with signing authority. In addition to identification in accordance with §3,2 , a service card or other proof of employment must be presented.

4. Authorisation for use may be granted for a limited period of time. An extension is possible on application if the requirements for initial authorisation are still met.

The prerequisite for an extension is the full payment of outstanding fees owed to the IAI.

5. An issued library card remains the property of the IAI for the duration of the user relationship. Its loss must be reported to the library staff immediately. The library card is not transferable. It must be shown each time when borrowing materials from the Library and the Special Collections and on request.

6. Personal data is processed during the admission process insofar as this is necessary for the lawful fulfilment of the tasks of the IAI, in particular its Library and Special Collections. This includes in particular name, date of birth, address and e-mail address. This personal data is processed in accordance with the provisions of the Datenschutzgrundverordnung (General Data Protection Regulation). Further details can be found in the IAI's privacy policy, which is publicised on the IAI's website.

7. Should the personal data mentioned in §3,6 change during the user relationship, this must be reported to the Library immediately by the user. If this obligation is not fulfilled, any disadvantages arising from this shall be borne by the user.

§ 4 Usage models and their requirements

1. The Library and the Special Collections of the IAI offer various usage models, some of which are subject to further conditions.

- a) All natural persons with an officially registered place of residence within the Federal Republic of Germany who have registered on site or confirmed their online registration on site are entitled to use all the services of the Library and the Special Collections of the IAI. This can be extended to other groups of users.
- b) All services of the Library and the Special Collections of the IAI are open to natural persons not resident in the Federal Republic of Germany who have registered on site or have confirmed their online registration on site, with the exception of lending outside the library. The use of electronic resources via remote access may be restricted.
- c) The electronic resources and services of the Library and the Special Collections of the IAI are open to natural persons who only register online and do not confirm this registration on site. Remote access may be restricted.
- d) All services of the Library and the Special Collections of the IAI are open to legal entities and other organisational units named in § 2 para. 1 that are based in the Federal Republic of Germany.

2. If the conditions change during the period of use, the scope of use may be extended or restricted.

§ 5 Fees and charges

1. The use of the Library and the Special Collections of the IAI is generally free of charge.

2. The Library and the Special Collections of the IAI charge fees or demand payment for certain services or administrative procedures. The amount of the fees or charges can be found in the Scale of Fees and the fee lists of the Library and the Special Collections of the IAI.

§ 6 General obligations and liability of users

1. The facilities of the IAI and the holdings of the Library and the Special Collections of the IAI must be treated with care. The works and media must be protected from all types of damage and may not be passed on to third parties. Any damage or loss must be reported immediately to the staff of the Library and Special Collections of the IAI and may only be repaired by them.

2. Users are liable for loss and damage for all forms of intent and negligence in accordance with the general statutory provisions.

3. Further regulations for use may apply to particularly sensitive holdings of the Library and the Special Collections of the IAI. These must be publicised in an appropriate manner.

4. Users shall ensure that the user ID printed on the ID card and other personal access data are not accessible to third parties.

5 All obligations arising from the user relationship shall remain in force even after its termination.

§ 7 Right of control of the IAI

1. The IAI is authorised to operate security and control facilities.

2. The staff of the IAI or its external service providers are authorised,

- a) to have the library card and an official photo ID presented by the user;
- b) to check the contents of bags, printed matter and other items carried;
- c) to check that books and other materials are properly borrowed when leaving the Main Reading Room and the Institute.

3. The staff of the IAI may inspect lockers and book trolleys if there are concrete facts that indicate a violation of the law, the Terms of Use or the House Rules.

§ 8 Liability of the IAI

The liability of the IAI for slight negligence is excluded. This does not apply to injury to life, limb and health or to the breach of essential obligations of the user relationship of the Library and the Special Collections. Essential obligations of the user relationship are those whose fulfilment characterises the relationship and on which users may rely. In the event of a breach of material obligations of the user relationship, liability shall be limited to foreseeable damage typical of such use.

B. USE OUTSIDE AND INSIDE THE IAI

§ 9 General terms and conditions of borrowing and use

The holdings of the Library and the Special Collections of the IAI are available for loan or electronic use, provided there are no conservational, legal or other reasons to the contrary.

§ 10 Borrowing and return

1. Parts of the holdings of the Library and Special Collections of the IAI can be ordered for loan outside the institute. The number of items from the Library and Special Collections that can be ordered and borrowed at the same time may be limited. As a rule, ordered media can only be collected in person by the holder of a valid library card. The head of the Reader's Services Department decides on exceptions upon presentation of a written original authorisation.

2. If an ordered medium cannot be borrowed outside the library, it will be made available in the reading rooms of the IAI if there are no conservational, legal or organisational reasons to the contrary.

3. If media are not collected within a period of usually 7 days after being made available, they may be disposed of elsewhere and the order will expire. This period may be shortened for organisational reasons. The same applies to reservations.

4. Borrowed items must be returned to the Library's service desk at the IAI before the end of the loan period. The IAI can only request the return of items before the end of the loan period in exceptional cases for important reasons.

5. Users will receive a return receipt on request when returning items in person during the library's service hours. Returning items without a receipt is at the user's own risk.

6. Borrowed media can be reserved by other users. The number of simultaneous reservations can be limited; their acceptance can also be temporarily cancelled. The completion of a reservation on a specific date cannot be guaranteed.

§ 11 Loan period and renewal

1. The loan period is usually 30 calendar days.

2. The loan period can be extended online or at the service desk of the Library of the IAI twice by a further 30 calendar days if the item has not been reserved by another user or for other reasons. The IAI is not liable for operating errors made by users themselves when renewing items online.

§ 12 Dunning procedure and replacement procurement

1. If the loan period is exceeded or a return request is not complied with, the IAI will initiate a reminder procedure subject to a fee. The reminders will be sent electronically or in writing to the last residential address or e-mail address of the user concerned.

2. If the dunning procedure is unsuccessful, a fee notice may be issued.

3. If a borrowed item is not returned despite a final reminder, the IAI may initiate administrative enforcement proceedings for its return and procure a replacement copy, which will be charged to the user. The obligation to return the borrowed items remains in force even if a replacement copy is obtained. In the case of a return following a replacement, the IAI may, at its discretion, transfer one of the two copies to the user or pay compensation for the value of the replacement. Until all claims of the IAI have been settled, the user may be excluded from borrowing and other services of the Library and the Special Collections of the IAI.

§ 13 Conditions of use

1. The use of certain holdings of the Library and the Special Collections of the IAI may be restricted to the reading rooms. This applies, among other things, to

- a) Media from the Reading Rooms
- b) Holdings up to the year of publication 1945;
- c) Media of considerable value;
- d) large format media;
- e) Newspapers and magazines;
- f) Unbound works and loose-leaf collections;
- g) Microformats;
- h) Photographs and slides;

- i) Maps, if they are not folded;
- j) Posters and graphics;
- k) Manuscripts and autographs;
- l) Media that are not authorised for unrestricted use due to legal regulations.

2. The Library of the IAI provides a limited number of book trolleys. Authorisation to use a book trolley is granted for 6 months at a time. Further details are regulated by the Terms of Use for book trolleys, which are publicised on the website of the IAI or by other suitable means.

§ 14 Specific additional regulations for the Special Collections

1 Due to the special protection afforded to the materials in the Special Collections, special terms of use also apply, which are publicised on the website of the IAI or by other appropriate means.

2. Authorisation to use the Special Collections in accordance with §3 and §4 and the presentation of a library card are required.

3. The use of the Special Collections is by appointment only.

§ 15 Use of electronic resources

1 The Library and the Special Collections of the IAI make their holdings available as physical media and/or as electronic resources at their own discretion.

2. Access to electronic resources may be restricted for user groups or individual users for legal or organisational reasons. For the same reasons, general access to individual electronic resources can also be restricted locally.

§ 16 Interlibrary loan

For holdings of the Library and the Special Collections that are made available for use via the library of the IAI within the framework of national or international interlibrary loans, additional conditions may apply that are specified by the lending library.

§ 17 Use of computer workstations, Internet access and technical equipment

1 The Library and the Special Collections of the IAI offer computer workstations, Internet access and other types of technical infrastructure in their reading rooms within the scope of technical and organisational possibilities. These are not intended for commercial use and may not be modified at either hardware or software level.

2. The use of the computer workstations is only permitted with a valid user card of the IAI.

3. Separate terms of use may be issued for individual types of technical infrastructure, which will be publicised by means of a notice, on the website or by other suitable means. In particular, the use of computer workstations in the reading rooms of the Library and Special Collections and of Wifi access is subject to separate regulations.

4 The IAI may restrict the use of the technical infrastructure for a specific purpose or for a limited period of time. The use of the technical infrastructure to access content that is harmful

to minors, illegal or otherwise grossly inappropriate is not permitted and may be prevented by the IAI by means of technical measures.

5. Personal data is sometimes processed when using the technical infrastructure. The respective terms of use and the IAI's privacy policy, which is publicised on the IAI's website, provide further details.

§ 18 Production of reproductions

1. The taking of photographs, film or scans of Library holdings with one's own equipment for private and non-commercial use is generally permitted. Photography, filming and scanning is not permitted in the Special Collections; exceptions require prior authorisation from the staff of the IAI. Users are responsible for observing the applicable copyright and personal rights regulations.

2. The Library and the Special Collections of the IAI will make reproductions from their holdings at the request of the user, unless there are conservational, legal or other important reasons to the contrary. Costs may be charged depending on the scope and expense of the reproductions. Details are regulated by the list of fees, which is publicised in an appropriate manner.

§ 19 Document delivery

Documents can be ordered from the library of the IAI outside of the interlibrary loan system, e.g. as part of a Document Delivery Service. The Library determines the type and scope of the delivery based on the legal and conservation conditions. Additional terms of use and fees of the respective delivery service may apply.

C. FINAL PROVISIONS

§ 20 Further forms of utilisation

1. Further forms of use, such as loans for exhibitions, the provision of reprints or film and shooting work, which are not regulated in these Terms of Use, require a special agreement with the management of the IAI.

2. Any form of commercial re-use of the holdings of the IAI is not part of these Terms of Use and Scale of Fees and is subject to separate conditions.

§ 21 Exclusion from use

In the event of repeated or serious violations of the Library and special collection regulations of the IAI, the House Rules of the IAI or the instructions of the staff or the external service provider responsible for security, users may be permanently or temporarily banned from the premises, the scope of authorised use may be restricted or they may be completely excluded from use. Existing claims for surrender or monetary claims arising from the user relationship remain in force even after exclusion.

D. Fee schedule

§ 22 Issue of a replacement identity card

An administrative fee of 5 euros will be charged for issuing a replacement library card.

§ 23 Wardrobe lockers

If a key to the cloakroom lockers is lost, an administration fee of 30 euros will be charged.

§ 24 Reminder fees

If the loan period is exceeded or the return request is not honoured, the following cumulative reminder fees will be charged per work:

First reminder:	2 euros
Second reminder:	5 euros
Third reminder:	10 euros
Fourth reminder:	20 euros

§ 25 Notification of fees and administrative enforcement proceedings

1. Administrative costs of 15 euros will be charged when issuing a fee notice or a notice for the return of borrowed media.

2. The following administrative costs are charged as part of administrative enforcement proceedings:

- a) for the determination of a penalty payment: 50 euros
- b) for further enforcement proceedings: 70 euros

§ 26 Loss of or damage to works

1. In the event of loss or complete damage to a work, the following costs shall be charged to the responsible user:

- a) Administrative costs in the amount of 15 euros and
- b) Replacement costs in the amount of the applicable market price or the antiquarian value

2. In the case of damaged works that are not replaced, the following costs will be charged to the responsible users:

- a) Repair costs depending on expenditure
- b) Compensation for the established reduction in value

§ 27 Interlibrary loans and document deliveries

1. A fee is charged for German interlibrary loan orders in accordance with the Interlibrary Loan Regulations of the Kultusministerkonferenz (Standing Conference of the Ministers of Education and Cultural Affairs of the Federal Republic of Germany).

2. There are no standardised fees for international interlibrary loans. Current prices for costs and fees are announced by the IAI or the corresponding external services.

3. Extraordinary costs in German or international interlibrary loan will only be charged after prior clarification and consent of the user.

4. The use of Document Delivery Services is subject to the prices and conditions specified by the providers

§ 28 Entry into force

1. In accordance with Section 11 (3) of the "Act on the Establishment of a Foundation 'Prussian Cultural Heritage' and on the Transfer of Assets of the Former State of Prussia to the Foundation", the Foundation Council adopted these Terms of Use and Scale of Fees for the Ibero-Amerikanisches Institut on 8 December 2023.

2 These Terms of Use and Scale of Fees enter into force on 01.01.2024. At the same time, the previous user and fee regulations with effect from 1 July 2013 shall cease to apply.

I hereby announce the following terms of use and fees for the Library and the Special Collections of the Ibero-Amerikanisches Institut.

Berlin, January 1st, 2024

Prof. Dr. Barbara Göbel
Director of the Ibero-Amerikanisches Institut

