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Terms of Use of the University Library of the University of Applied Sciences Nordhausen

Pursuant to Section 3, paragraph 1 in conjunction with Section 35, paragraph 1, no. 1 of the Law on Universities in the State of Thuringia (ThürHG) from 10 May 2018 (Law and Ordinance Gazette (GVBl.) page 149), last amended by Article 128 of the Act from 18 December 2018 (GVBl. page 731), and pursuant to Section 12, paragraph 1 of the Thuringian Act on University Fees and Charges (*Thüringer Hochschulgebühren- und -entgeltgesetz*) from 21. December 2006 (GVBl. page 601), last amended by Article 12 of the Act from 6 June 2018 (GVBl. page 229), and Section 8, paragraph 1, no. 1 of the Basic Regulations of the University of Applied Sciences Nordhausen (Thuringian Government Gazette (*Thüringer Staatsanzeiger* – ThürStAnz) no. 28/2019, page 1087), the University of Applied Sciences Nordhausen hereby issues the following Terms of Use of the University Library of the University of Applied Sciences Nordhausen. The Council of the University of Applied Sciences passed the Terms of Use on 24 July 2019. The President approved the Terms of Use on 29 July 2019.

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Appendix:

List of Fees and Charges

Section 1

Tasks and responsibilities of the Library

- (1) The University Library of the University of Applied Sciences Nordhausen is a public academic library. It serves the purpose of supporting research, teaching and studying as well as professional work and general further education.
- (2) The Library can generally be used for the following purposes:
 - a) In-person use of books, periodicals and other media (hereinafter referred to as “Library material”) in the Library facilities
 - b) Borrowing Library material for use outside of the Library
 - c) Obtaining literature from other libraries in Germany and abroad (interlibrary loans)
 - d) Providing oral and written information
 - e) The opportunity to conduct computer-assisted literature research

Section 2

Authorisation to use the Library

- (1) All natural and legal persons, authorities, institutes, institutions, companies and associations are authorised to use the Library as described in Section 1 and in accordance with the provisions of these Terms of Use.

There is no entitlement to use of the Library. Authorisation to use the Library can be refused or withdrawn on important grounds.

- (2) Special authorisation is required in order to borrow Library material (cf. Section 3).

Section 3

Authorisation to borrow Library material

- (1) Authorisation as a borrower is required by anyone who
 - a) wants to use Library material outside of the Library facilities
 - b) wants to gain access to library material from other libraries
- (2) The following individuals are generally granted authorisation to borrow Library material:
 - a) Members and affiliates of universities in the German federal state of Thuringia
 - b) Other individuals residing in the Federal Republic of Germany
 - c) Legal persons, authorities, institutes, institutions, companies and associations based in Thuringia
 - d) All libraries that participate in regional, German and international interlibrary loans

Further individuals can be granted authorisation to borrow Library material if they can prove legitimate interest in doing so. Individuals who do not reside in the Federal Republic of Germany must provide evidence of a sponsor who resides in Thuringia.

- (3) Authorisation in accordance with paragraph 2 a) and b) must be applied for in person upon presentation of an official identity card or a valid passport. The holder of a passport must also present official confirmation of their place of residence at the same time.

Library Users aged under 18 also require the written consent of their legal representative.

- (4) The following personal details must be provided for authorisation to borrow Library material:
- Surname, first name(s), date of birth
 - Address (additionally for students: home address and matriculation no.)
 - For corporate Users: Company/Department
 - Affiliation with a statistics group (e.g. student, authority)
 - For members and affiliates of the University of Applied Sciences Nordhausen: allocated e-mail address

When they apply for authorisation to use the Library, Users are informed about the collection and electronic processing of these personal data within the scope of the tasks that the Library is legally required to fulfil. By signing the application, the User consents to this collection and processing of data.

The data are handled as stipulated by the regulations of the Thuringian Data Protection Act (*Thüringer Datenschutzgesetz*).

- (5) Legal persons, authorities, institutions, institutes, companies and associations must apply for authorisation in writing.

The application must be stamped and signed by the authorised signatory. It must specify the name of the individual authorised to borrow Library material. The Library must be informed about the withdrawal of authorisation.

- (6) Anyone who has been granted authorisation to borrow Library material will receive a Library card or have the 'library card' function of their thoska card activated, possibly for a limited time. The Library card cannot be transferred and must be kept safe and presented whenever a User wants to borrow Library material. Any loss of the card must be reported to the Library immediately. The User is liable for the books that they have borrowed until they are reported as lost.

- (7) The Library must be immediately informed about any changes to a User's personal details (e.g. changes of name) or address.

Section 4 Acceptance of the Terms of Use

When they enter the Library, every User accepts the Terms of Use. A copy of the Terms of Use can be found in the Library facilities and viewed on the homepage of the University Library.

Section 5 Opening Hours

The opening hours of the Library facilities are determined by the Library management with the approval of the Executive Board. They are published in a notice and on the Library homepage. The Library can be temporarily closed on imperative grounds.

Section 6 Conduct in the Library facilities

- (1) To ensure good working conditions, Users must remain quiet in the Library rooms and be considerate towards other Library Users.
- (2) Animals, large or bulky items of luggage and other objects that would disturb normal library operations are not allowed to be brought into the Library.
- (3) When they enter Library rooms, Users must leave coats, other outerwear, hats, umbrellas, bags and similar items in the areas specified by the Library or lock these items up (cf. Section 22 for information on the liability of the Library). Smoking and eating are not permitted in the Library facilities.

Section 7

Use of the reading rooms and other reference holdings

- (1) The publicly accessible reference holdings in the Reference Library can only be used in the Reference Library.
- (2) When they enter and leave the reading rooms, Users must show any books, periodicals and other works they are bringing into the room to the Library staff without being requested to do so.

Section 8

General terms of borrowing and use

- (1) The works available in the Library can be borrowed for use outside the Library. This normally does not apply to:
 - manuscripts, autographs and rare books
 - items of high material and intrinsic value
 - tables, atlases and maps
 - loose-leaf collections
 - typescripts
 - unbound periodicals and serial publications
 - items that are not suitable for borrowing due to their size (e.g. newspaper bundles), weight or condition
 - certain electronic data storage media
- (2) The number of items a User is allowed to borrow at any one time should generally be limited to a maximum of 50.
- (3) Library material that is not suitable for unlimited use due to its value or condition can only be viewed upon presentation of evidence of an academic or professional purpose.
- (4) The use of library material obtained by means of an interlibrary loan is subject to the terms and conditions of the lending library.
- (5) Frequently requested items can be temporarily excluded from external borrowing so that they can be made available to a larger group of Users.
- (6) Reference books can only be borrowed overnight or over the weekend. They must be returned the next day when the library opens.

Section 9

Borrowing and order procedure

- (1) Holders of a valid Library card can borrow Library material to use outside of the Library facilities.
- (2) More detailed formalities of the borrowing and order procedure are regulated by the Library based on the requirements of each case and are published in a notice.

Section 10

Reservations

Borrowed media can normally be reserved by other Users. Once they have been received by the Library, reserved media are noted in the borrower account of the User who has reserved them and will be put aside for collection for an appropriate period of time.

Section 11

Interlibrary loans

- (1) If literature is unavailable in the Library or another library at the university, the User can apply to order the literature as a German or international interlibrary loan. The respective provisions of the Interlibrary Loan Regulation for German Libraries (*Leihverkehrsordnung der deutschen Bibliotheken*) and the corresponding international agreements apply to interlibrary loans.
- (2) Interlibrary loan orders should be submitted by Users directly as online interlibrary loans.
- (3) Users must pay any fees arising from an interlibrary loan order in advance, even if they do not pick up the ordered interlibrary loan deliveries. Any other possible costs arising from interlibrary loans are regulated in the currently valid version of the List of Fees and Charges (see Appendix).
- (4) When borrowing items as interlibrary loans, the terms and conditions of the library loaning the items apply. In all other matters, the provisions of these Terms of Use apply. Applications for renewal of the loan period and requests for special authorisation must not be submitted to the library loaning the items but to the library receiving (ordering) the items.

Section 12

Loan period and renewal

- (1) The loan period is normally four weeks.
- (2) In special cases, the Library is permitted to request the return of borrowed media before the end of the loan period.
- (3) The loan period can be extended by four weeks. Borrowed media cannot be renewed if they have been reserved.
- (4) If media are required for longer than the maximum loan period extension, they must be returned to the Library to be re-borrowed.
- (5) The User is responsible for ensuring that borrowed media are returned on time, even if they are personally impaired.

Section 13

Course reserves

- (1) Course reserves allow employees of the University of Applied Sciences Nordhausen to keep constantly used media at their workstations.
- (2) Course reserves can only be set up for employees of the University of Applied Sciences Nordhausen on request.
- (3) Course reserves only contain media that the owner of the course reserve requires for their work on a long-term basis. The creation of course reserves must be based on the budgetary principles of cost-effectiveness and economy. Literature that is required temporarily must be borrowed on the User's personal Library card.
- (4) The number of items borrowed in course reserves is limited. The University Library is authorised to review course reserves.
- (5) Media from interlibrary loans, periodicals and other media that are not allowed to be borrowed (cf. Section 8, paragraph 1) can normally not be borrowed in course reserves.
- (6) Course reserves are reference holdings and can generally only be kept at workstations within University facilities. The items in the course reserves are listed in the electronic catalogue of the University Library with the individual location code of the holder of the course reserve.

(7) Other Users must be granted access to individual media where required. If necessary, the Library is permitted to request the return of media from the course reserves at short notice and in consultation with the holder of the course reserve so that the media can be made available to other Users. If a written return request is ignored, the regulations stipulated in Section 14 apply.

(8) In the event of loss of or damage to media in a course reserve, the individual responsible for the course reserve is liable.

(9) When an employee leaves their position at the University, all media borrowed in the course reserve must be returned.

Section 14

Obligation to return, return requests and reminders

(1) The borrowed Library material must be returned without request on the final day of the loan period at the latest. Borrowers are also obliged to return items when the Library requests the return of an item before the loan period expires.

(2) When the Library material is returned to the Library, it will be removed from the borrower's account.

(3) If borrowed media are not returned before the loan period expires, the Library will send a reminder stipulating a new return deadline either in writing or generated electronically. Reminders that are generated electronically are also valid without a signature.

(4) Overdue charges apply in the case of payment reminders. The amount of the charges will be based on the currently valid version of the List of Fees and Charges (see Appendix).

(5) The overdue charge will be incurred when the reminder is produced. The Library will send the written reminder to the last postal address provided by the borrower. In the case of members and affiliates of the University of Applied Sciences Nordhausen, the reminder will be sent to the e-mail address provided by the university. The third reminder is sent by recorded delivery for all Users.

(6) If the borrower does not fulfil the request to return the item(s) or does not pay the charges incurred, the Library can refuse to loan further items to the borrower.

(7) If borrowed media are not returned by the stipulated deadline after the third reminder, the Library is authorised to

- a) announce that it will purchase a replacement, which must be paid for by the User, and make the purchase after ten days
- b) implement other means of administrative debt collection

Charges will be incurred for the measures specified above. If incurred in connection with paragraph 7 lit. a), the amount of the charges will be based on the currently valid version of the List of Fees and Charges (see Appendix).

(8) The purchase of a replacement copy is without prejudice to the obligation to return the item. The amount of the costs of the replacement purchase is based on the currently valid version of the List of Fees and Charges (see Appendix). If an item reported as lost is subsequently returned, the User is entitled to be given ownership of a replacement copy that has been purchased if they paid for it.

Section 15

Use of manuscripts, archive materials and rare books

The Library must be provided with a specimen copy of every publication or pictorial reproduction of manuscripts, archive materials and similar materials without request and free of charge immediately after publication. The User is responsible for protecting existing copyrights and personal rights.

Section 16 Information services

(1) Within the scope of its possibilities, the Library provides information based on its catalogues and holdings. The Library is not responsible for producing bibliographies.

(2) Within the scope of its possibilities, the Library conducts research in external databases.

The costs for the activities listed under (1) and (2) are based on the currently valid version of the List of Fees and Charges (see Appendix).

(3) Estimating the value of books and manuscripts is not one of the duties carried out by the Library.

Section 17 Making Copies

(1) When making copies, the User is required to observe copyrights.

(2) When copying documents, the User must ensure that the Library material provided is not damaged. The User is liable for any damage incurred.

(3) The Library is entitled to exclude Library material from copying for preservation reasons.

Section 18 Exceptions

The following activities are not defined as use of the Library within the definition of these Terms of Use:

- a) Using works from the Library for exhibition and display purposes
- b) Using Library holdings to produce reprints
- c) Producing new editions or copies of manuscripts, incunabula, rare books and old maps, plans and drawings
- d) Users producing and making multiple copies of photographic images and other copies for commercial purposes

A special agreement must be made with the Library for each of the cases listed above.

Section 19 Obligations of the User

(1) Every User is obliged to observe the provisions of the Terms of Use and to follow instructions given by Library staff. Users are liable for damages and disadvantages incurred by the Library as a result of failure to comply with these obligations.

(2) Users must handle Library material and all fixtures and fittings of the Library with care. Adding notes or markings to books and documents, correcting printing errors, tracing and making other amendments to Library material are prohibited.

Users are not permitted to remove sheets from loose-leaf collections and folders.

(3) Users must immediately report the loss or any detected damage to Library materials that they have borrowed.

(4) Users are not permitted to pass on borrowed Library material to third parties.

(5) If a User wishes to terminate their User relationship with the Library, they must return the borrowed Library material. Students will only receive the written confirmation that there are no items remaining on their account from the University Library of the University of Applied Sciences Nordhausen that is required for de-registration once they have returned their borrowed Library material and are no longer subject to any claims on the part of the Library.

Section 20 Liability of the User

The User is liable for the loss of or damage to Library material during use, even if they are not responsible for the loss or damage. The type and amount of compensation and the resulting charges are based on the currently valid version of the List of Fees and Charges (see Appendix).

In the case of irreplaceable items, compensation for the full value of the item may be claimed in addition to compensation for reproduction costs.

Section 21 Rights of the Library

- (1) The Library staff are authorised to
 - a) issue instructions within the scope of these Terms of Use
 - b) request that Users present their Library card or photo identification
 - c) request that Users show them the contents of folders, bags and any Library material they are carrying
 - d) check the contents of cabinets and lockers in justified cases
- (2) The Library is authorised to partially or fully exclude a User who seriously or repeatedly violates the Terms of Use from using the Library for a certain period of time. This exclusion must be justified in writing and include information on the User's right to appeal. Obligations arising from the User relationship will remain unaffected.
- (3) The data of the User collected or stored by the Library are handled in accordance with the regulations of the Thuringian State Data Protection Act (*Landesdatenschutzgesetz Thüringen*). They will be deleted once there are no items remaining on the User's account and the User's Library card has been returned.
- (4) The Library is authorised to empty lockers that have not been emptied by the stipulated deadline. The items removed from the lockers will be treated as lost property.
- (5) The Library will not provide any information on who has borrowed or reserved specific Library material.
- (6) If borrowed Library material is not returned or fees or charges incurred are not paid, the Library will initiate means of administrative debt collection.

Section 22 Liability of the Library

- (1) The Library assumes no liability for damages caused as a result of incorrect, incomplete, unperformed or delayed services.
- (2) The Library assumes no liability for the loss of money and valuables, for items left in the cloakroom and for other User property.

Section 23

User fees

- (1) Use of the Library is generally free of charge.
- (2) Fees and reimbursement of expenses are charged for certain official acts, overdue items and special services. The Library is entitled to request payment in advance where necessary. The amounts of fees and charges are based on the currently valid version of the List of Fees and Charges (see Appendix).

Section 24

Making complaints

Complaints must first be submitted to the Library management team and then to the Executive Board of the University.

Section 25

Data protection

- (1) The Library is authorised to process personal data insofar as this is required for the performance of its tasks. It is additionally authorised to process personal data from other areas of the University for the purpose of evaluating and improving its services insofar as this is required and not possible in anonymised form.
- (2) When using the computer workstations, Users themselves are responsible for the protection of their personal data. They must therefore close open applications when they leave the workstation.

Section 26

Equalisation clause

All status names and function titles in these Terms of Use apply to people of all genders.

Section 27

Legal validity

These Terms of Use will come into force on 1 October 2019. At the same time, the Terms of Use of the University Library of the University of Applied Sciences Nordhausen from 14 November 2016 (Official Bulletins of the University of Applied Sciences Nordhausen no. 1/2017, page 2) will become invalid.

Nordhausen, Germany, 29 July 2019

Prof. Dr Jörg Wagner

President of the University of Applied Sciences Nordhausen

List of Fees and Charges

No.	Item	Assessment basis	Fee in euros
1	Reminder		
1.1	First reminder	per item	1.50
1.2	Second reminder	per item	2.50
1.3	Third reminder	per item	4.00
1.4	Measures for pursuing outstanding receivables after the third reminder requiring special effort	per procedure	10.00
2	Interlibrary loans		
2.1	Receiving an interlibrary loan	per order	1.50
2.2	Providing an interlibrary loan		
2.2.1	German interlibrary loan	per item or up to 20 copies (paper or electronic)	free of charge
2.2.1	International interlibrary loan	per item	8.00
3	Copies, photographs and reproductions of Library holdings		
3.1	Copies produced by Library staff (of collections that are excluded from self-service copying)		
3.1.1	DIN A4	up to 20 copies	4.00
		each additional copy	0.20
3.1.2	DIN A3	up to 20 copies	8.00
		each additional copy	0.40
3.2	Scans made by Library staff (from collections that are excluded from self-service copying)		
3.2.1	Processing fee	per request	5.00
3.2.2	Scans up to A3 size	per scan	0.20
3.3	Processing fee for the provision of existing scans	per request	3.00
3.4	Copies, photographs and reproductions requiring special effort	based on the time required	
3.5	Self-service copies/reproductions made by Users	costs	full amount
4	Use of reproductions for commercial purposes	per reproduction depending on the type of publication and the number of copies published	15.00 to 1,000.00
5	Written information and research services requiring special effort	based on the time required	

6	Processing complex borrowing requests for exhibition, display, research or similar purposes	based on the time required	
7	Purchasing replacements in the event of loss of or irreparable damage to Library holdings		
7.1	Processing fee for determining the type and amount of compensation requiring special effort	per item	10.00
7.2	Processing fee for the procurement of the replacement copy by the Library	per item	5.00
7.3	Incorporating the replacement copy into the Library	per item	15.00
8	Removing damage, soiling and similar from Library material, fixtures and fittings		
8.1	Processing fee in the event of lost keys and emergency opening of lockers	per key and lock replacement	15.00
8.2	Processing fee for removing other damage	based on the time required	
9	Reimbursement of expenses		
9.1	Postage		
9.1.1	Expenses for the third reminder (recorded delivery)	actual costs	full amount
9.1.2	Other expenses	actual costs	full amount
9.2	Interlibrary loans		
9.2.1	Receiving an interlibrary loan (fees paid to libraries providing items)	actual costs	full amount
9.2.2	Providing an interlibrary loan (additional costs / special services, e.g. shipping, transport, safeguarding value)	actual costs	full amount
9.3	Data storage media (CDs, USB sticks etc.)	actual costs	full amount
9.4	First issue or replacement of Library cards	per card	10.00
9.5	Loss of or damage to Library holdings, fixtures and fittings		
9.5.1	Key/Lock replacement	actual costs per procedure or damage	full amount
9.5.1	Other replacements	actual costs per procedure or damage	full amount
9.5.3	Removing damage to Library holdings, fixtures and fittings	actual costs per procedure or damage	full amount
9.5.4	Binding costs	Per item	3.00 to 50.00