Hello! Welcome everyone, and thank you for attending today’s ALA RUSA STARS webinar and recording. We’re going to be introducing the newly revised Interlibrary Loan Code for the United States with Explanatory Text. We have a lot of information to cover today and a short time to do it. We also want to leave plenty of time for questions at the end. So let’s jump right in!
My name is Jennifer Young, and I’m the Resource Sharing and Acquisitions Librarian at East Tennessee State University. I also chair the ALA RUSA STARS Codes, Guidelines, and Technical Standards Committee. And presenting with me today are a few other Codes Committee members:

- William Gee from East Carolina University
- Debbie Cobb from University of South Alabama
- And Brian Miller from The Ohio State University

All four of us will be joined later during the Q&A by Pamela Kindelberger from Boise State University and K. Zdebski from University of Massachusetts Amherst.
As for our presentation agenda, we’re going to begin our session today talking about the purpose and history of the ILL Code as well as describe the recent revision process and timeline. We’ll go through the general structure and scope of the Code. And then we’ll talk about what’s new and what hasn’t changed in the responsibilities of the requesting library followed by the responsibilities of the supplying library. And then we’ll end with a Q&A session for all those attending today.
Purpose of the ILL Code

• To establish principles that facilitate the requesting of material by a library and the **provision of loans or copies** in response
• To regulate the exchange of material between libraries **in the United States**
The purpose of the ILL Code is to establish principles that facilitate the interlibrary loan process and regulate the exchange of materials between libraries in the United States. The Code creates common expectations or a foundation of understanding between libraries of any type or size, and the Code is system-neutral. So it doesn’t matter if you’re a public, academic, special, law, medical, or government library, or even if you use OCLC, DOCLINE, ISO ILL, an ALA ILL Request Form, email, or any other type of request mechanism. As long as you and the other library are in the United States, the Code and its contents are something you need to know about.

Be aware though that transactions with libraries outside the U.S., including Mexico or Canada, are regulated by a different set of rules: and that is IFLA’s document called “International Resource Sharing and Document Delivery: Principles and Guidelines for Procedure”.

But for the U.S. ILL Code to apply, both the requesting and supplying library engaged in a transaction need to be in the United States.
Effectiveness of our national interlibrary loan system depends upon the **voluntary participation** of all libraries.

All libraries in the U.S. regardless of type or size are expected to voluntarily participate and follow the ILL Code. There is no enforcement of it by any oversight body, but supplying libraries can **suspend service** to any requesting library that fails to comply with the Code’s provisions. There is **no ILL Police** or **back alley enforcers**. But all libraries will want to play by the rules so that other libraries will want to play with you.
It also should be noted that the national ILL Code does not override any one-on-one, consortial, regional, or state codes or agreements which may exist and which may be more liberal or prescriptive than the national code. The ILL Code for the U.S. governs transactions only when no other agreement applies between the two U.S. libraries. On the screen now are just a few states and consortia that have had their own ILL codes, many of which were inspired or informed by the national ILL Code that we’re talking about today.
So a little history: The first ILL Code in the U.S. was written by the ALA Committee on Coordination in 1916 and approved in 1917. So the ILL Code is now well over 100 years old! Back in its first form, it was called the ‘Code of Practice for Interlibrary Loans’ and was very much focused on the academic need for ILL. And it reflected the cost concerns and labor-intensive nature of ILL in the early twentieth century.

Since its early years, the Code has undergone a number of revisions. And most recently, responsibility for the code transitioned to RUSA’s Sharing and Transforming Access to Resource Sharing section, or STARS, when STARS was formed in 2004. The current ILL Code revision by STARS is the tenth manifestation in the Code’s long history.

The ILL Code has evolved over time, and we have on screen some examples of language from the first code with concepts that may look very familiar to us today and have withstood the test of time. For example, borrowing libraries still assume responsibility for borrowed items. And breaches of the Code can serve as grounds for not being able to borrow from certain lenders in the future. Both of those concepts continue on in the ILL Code today!
Other concepts from the 1916 Code have – how shall we say -- evolved! Like the idea of not being able to borrow current fiction or books for a trivial purpose. And that university graduate students should not choose a research topic that involves heavy use of ILL to secure large numbers of items from distant libraries.

You won’t find either of those notions in today’s ILL Code!

And with that, William Gee, Head of Circulation and Interlibrary Loan at East Carolina University, is now going to walk us through the ILL Code revision process and timeline as well as the structure and scope of the Code.
Thank you, Jennifer, and hello everyone!
So the ILL Code is reviewed nowadays on a set schedule. All standards and guidelines under RUSA -- the Reference and User Services Association -- must be reviewed and updated every 5 years.
And as mentioned earlier, responsibility for reviewing the ILL Code every 5 years falls to the RUSA STARS Codes, Guidelines, and Technical Standards Committee.
I want to take a moment and thank the current and immediate past members of the STARS Codes, Guidelines, and Technical Standards Committee. Many of them spent hours in virtual meetings revising the document, creating and analyzing surveys, working with other STARS and RUSA committees, and putting together this presentation to share information with the resource sharing community. So a big thank you to everyone involved!
The revision process was actually **two full years** starting in summer 2021 and going through summer 2023.

The Codes Committee felt very strongly about inviting the **entire resource sharing community** in the U.S. to participate in the process, so there were **three** different public comment periods to solicit feedback from practitioners nationwide.

A **fall 2021** survey asked for thoughts on the former Code and what changes people would like to see.

After the Codes committee created a draft and leadership reviewed it, a second survey in **Fall 2022** asked practitioners: “Here’s what we heard from the community and did we get the language right?”

And then finally, a third survey in **spring 2023** addressed the question of **whether or not to merge the ILL Code** with the separate Explanatory Supplement. More details are coming up on that shortly!

And lastly in the revision process, final approval was obtained by the RUSA Professional Resources Committee, STARS Executive Committee, and the RUSA Board of Directors earlier this past summer when the new ILL Code finally took effect.
So you might now ask: Where do I go to find the current Interlibrary Loan Code with Explanatory Text?  
Well, it’s on the RUSA web site at the URL on screen and which we’ll also drop into chat.  
This RUSA landing page not only has the revised ILL Code as a handy PDF that you can print out or bookmark. But you’ll also find here the Summary of Major Changes with a list of edits from the immediate past version of the Code. And there’s also a link to the ALA Interlibrary Loan Request Form, too, which is a fillable PDF you can use if you’re at a library that is not on a resource sharing network but wishes to borrow from other libraries.  
So that’s where it is. But now you might ask: what’s in it?
The meat of the Code is essentially divided up into the responsibilities of the requesting library and the corresponding responsibilities of the supplying library. There are many points in each section having a parallel in the other. The terms requesting library and supplying library are used in preference to borrowing library and lending library in order to cover the exchange of copies as well as loans. You don’t really borrow an article scan, but the terms ‘requesting’ and ‘supplying’ work better when talking about both returnable and non-returnable materials.
So now let’s take an in-depth look at the newly revised ILL Code where we can see what hasn’t changed but also what’s new in it.
New! ILL Code and Supplement now combined

Perhaps the biggest change is that the separate ILL Code and its explanatory supplement have been merged into one document. By a six-to-one margin in our Spring 2023 public survey, we received overwhelming support to combine the Code and Supplement. So there is no longer a separate and secondary Explanatory Supplement to consult. Everything is now in one document with both the overarching principles and their explanatory details in one printable PDF with an increased font size for easier reading. Feel free to save or print this document and include it in any training manuals or documentation your office might keep.
New!

Definitions

• **1.2** eBooks added to list of requestable materials
• **1.3** New additions on Accessibility and section 121 of Copyright Law (Chafee Amendment)

Scope

• **3.2** International transactions governed by copyright law and treaties
• **3.2** U.S. Copyright Law section 121A and Marrakesh Treaty apply to international ILL

Also new, you’ll find that we’ve added a few more definitions which are important to modern resource sharing. **Ebooks** have been added to the list of requestable materials in section 1.2. And section 1.3 now defines the term ‘Accessible’ and explains how section 121 of U.S. Copyright Law – also called the Chafee Amendment -- allows libraries to provide reproductions of in-copyright works for eligible users with disabilities. The Code has never before addressed the topic of accessibility, so these are exciting additions for our community!

Under section 3.2, the ILL Code has for quite some time directed practitioners to IFLA’s Principles and Guidelines when wanting to borrow or lend internationally. But the new Code clarifies that international transactions may also be governed by national copyright laws and treaties concerning what libraries can provide or how they can send materials. And similarly, **section 121A** of U.S. Copyright Law as well as the **U.S.-ratified Marrakesh Treaty** enhance our own ability to share content overseas. Consult the new Code for additional information and background on this.
And now my colleague Debbie Cobb from University of South Alabama is going to review for us the responsibilities of the requesting library under the U.S. ILL Code. Take it away, Debbie!

Thank you, William. I’m happy to be here today!
What hasn’t changed for Requesting Libraries

4.1 Make available a borrowing policy to your local users
4.2 Ensure confidentiality of your user
4.3 Provide a complete and accurate bibliographic citation
4.4 Note any special requirements (e.g. format, edition, usage)
4.6 Identify appropriate suppliers
4.8 Transmit requests electronically
4.10 Assume responsibility for items borrowed
4.11 Pay promptly any fees from the supplying library
4.13 Honor due date and usage restrictions
4.15 Respond immediately to recalls
4.16 Package to prevent damage/loss and comply with shipping instructions
4.17 Breaches to Code may result in service suspension

Let’s first see what hasn’t changed for requesting libraries. These are concepts found in the previous version and which are also in the current ILL Code.

In section 4.1: Make a borrowing policy available and readily accessible for your local users.

Under 4.2: Ensure the confidentiality of your user as per the ALA Code of Ethics. Remember that ILL records, like circulation records, are confidential. ILL practitioners should also make themselves aware of any local or state confidentiality laws governing library patron records.

Under section 4.3: Provide a complete bibliographic citation whenever possible as the best assurance that the correct item will be received. The description of the desired material or specific volume should be exact enough to avoid unnecessary work by the supplier or frustration by the user.

From section 4.4: Note any special requirements in the request, like format, edition, language, usage, etc, that you want to draw the supplier’s attention to.

In 4.6: Identify libraries that own the requested material. Check holdings on OCLC, DOCLINE, or online catalogs. And ILL discussion lists are appropriate when other options are exhausted.

4.8: Transmit requests electronically. This could be through OCLC, DOCLINE, other products following the ISO ILL protocol, suppliers’ web forms, or even by sending a structured email request where you can attach the fillable ALA ILL Request form PDF.
4.10: **Assume responsibility** for a borrowed item from the time it leaves the supplying library to when it is safely returned. If loss or damage occurs, compensate or replace in accordance with the preference of the supplying library.

4.11: **Pay promptly any fees** from the supplying library for service, replacement, or damage.

4.13: Honor the **due date** and enforce usage restrictions that the supplier may have wanted as a condition of the loan.

4.15: Respond immediately to **recalls**. And realize that any loaned item is subject to recall at any time.

4.16: **Package** items securely when returning them to prevent any damage or loss, and be sure to **comply with shipping instructions**. The explanatory text goes into detail about the difference between packaging and wrapping and how to do both responsibly.

And lastly section 4.17: Any breaches to the ILL Code from the requesting library may result in **service suspension** by the supplier. Examples might include: failure to return items in a timely manner, multiple lost/damaged items, allowing library-use-only items to leave the library, and failing to pay charges.

So those are the things that are still the same and haven’t changed. Next let’s see what’s new!
In section 4.4., the Code now denotes that a requesting library can ask for trackable shipping as a special requirement for requests if desired. Some libraries may want to be able to get tracking information from suppliers for undelivered or misdirected items.
Communicate requirements for a user’s accessibility needs.

Obtain accessible formats under section 121 of U.S. copyright law.
We mentioned earlier that accessibility is important, and the new ILL Code seeks to remove barriers and open things up for users with disabilities. Borrowers can communicate accessibility needs to potential lenders, such as wanting one-page-per-scan or perhaps OCR (Optical Character Recognition) on a scanned copy. Section 4.5 of the ILL Code also promotes section 121 of U.S. copyright law which gives libraries the right to request and receive copyrighted materials in accessible formats for the exclusive use of an individual with a disability. And that could be a whole item scan, too.
New!

4.9 CONTU or local policy alternatives to CONTU may serve as ILL copyright compliance mechanisms

Libraries have always been required to comply with U.S. Copyright Law, specifically section 108, which indicates that ILL may not serve as a substitute for a subscription when obtaining copies. But the new ILL Code makes clear that there are multiple options to consider:

A library can choose to follow the CONTU guidelines as their copyright compliance mechanism.

Or they may choose to develop a local policy alternative to define what constitutes a substitute for a subscription since the CONTU mechanism is not law.

Links to the CONTU language and developing CONTU-alternative practices are now included in the new Code.
One of the great suggestions we received from the community was that requesting libraries should not clean or repair another library’s item **without the owning library’s approval**. Oftentimes these best intentions can do additional harm to material, and the owning library should always be consulted before a remedy is applied to an item.
In section 4.11 of the Code, requesting libraries are now responsible for reviewing invoices upon receipt and notifying the supplier of any errors or questions they might have. As before, libraries are expected to pay invoices within six months from the billing date.
In the new Code, the due date is still defined as: the date by which the material is due to be checked in at the requesting library for return to the supplying library. That hasn’t changed, and this maximizes the user’s time with the item. It also **avoids the difficult practice** of having to estimate shipping times and backdating from the lender’s due date to invent an earlier due date for the user.

The text explaining the definition of due date has been condensed and simplified in the revised Code. And based on survey feedback, the Code also now indicates that a requesting library **should not** provide their user with an initial due date beyond the date given by the supplier unless that supplier has granted a renewal. So for example, the borrowing library **should not ignore** the lender’s 5 week due date and give their user a **10 week due date instead** to match their local loan period. If a requesting library needs a certain loan period length, they should instead denote **minimum desired times** in a borrowing note on their outgoing requests or use **lists of known suppliers** with long loan periods.
New!

4.17 Failure to follow code may result in service suspension by supplying library until problem is resolved.

Another nuance of the ILL Code is that it encourages libraries to come to resolution. If a requesting library is suspended, that library is encouraged to work with the supplying library to resolve the problem. And on the other side, supplying libraries are expected to not suspend service without first attempting to reach out to the offending library and resolve an issue.
So we’ve just reviewed the responsibilities of the requesting library. **Brian Miller**, Head of Interlibrary Services at The Ohio State University, is now going to review the other side of the coin: the responsibilities of the supplying library.

Thank you so much, Debbie. I’m excited to be here and share these details with everyone!
So there are concepts in the previous version of the Code which haven’t changed in the newly updated version and that we wanted to highlight for you.

In section 5.1: Supplying libraries should have a **lending policy** with contact information, your normal hours of operation, and details like loan periods and renewal policies. This might be on your web site or in resources such as the OCLC Policies Directory or DOCLINE institution information.

In 5.2: Safeguard the **confidentiality** of individuals making requests, and don’t require the patron’s name if the requesting library does not supply it.

From 5.4: **Lend as liberally as possible** from your collections and across formats. And consider requests on a case by case basis rather than a blanket rejection.

Section 5.6 denotes: Process requests in a **timely manner**, and don’t let requests time-out. **State a reason** if unable to fill because giving a specific reason is more helpful to a requesting library and their user than no reason at all. For example, indicating an item is **checked out** or **at the bindery** would let them know they might **try you again later**. But other reasons like **non-circulating** or **lack volume** let them know **not to try you again** for that particular piece.

In 5.7: **Send sufficient info** when filling or communicating about a request to the inquiring library so they can locally match an item to a particular request. This might mean including a paper copy of their original request, or a transaction number, so as not to delay processing or risk misplacement or loss of the material.
5.9 indicates: **Ship** by the fastest method reasonably available. Be sure to **adequately package materials** to prevent loss or damage. And then denote any **pre-existing conditions** before sending. Also, include a complete **return shipping address** with any physical item. 

From 5.10: Respond promptly to **renewal** requests. If no response is received, the requesting library can assume renewal for the same length of time as the original loan.

5.11: Know that loaned items may be **recalled** at any time. But keep in mind that it may be more effective and faster to request another copy through ILL than to recall one’s own copy back.

In 5.12: Supplying libraries should deliver copies electronically, paying attention to **appearance, legibility, and completeness** of the copy.

And lastly, 5.13: a supplier may **suspend service** to another library for breaches to the Code, but only after attempting to address problems with the requesting library first. 

So those are the things that are still the same and haven’t changed. Next let’s take a look at what’s new!
Section 5.1 now mentions that supplying libraries are strongly encouraged to fill requests from **all types of libraries** whenever possible with a mindset toward facilitating equitable access.
In 5.3: The updated Code now also states that a supplying library should not charge **renewal fees** to renew an item -- like through a new request or a dummy request -- if that item is still on loan to the requesting library and its user. Renewals are not meant to be profit mechanisms. However, a supplying library may charge a service fee for the purpose of cost recovery to lend a previously borrowed-and-returned item when sending it out again as a separate and different transaction.
As open access materials become more prevalent, a request citation might match an author manuscript or pre-published version of an article found online in an institutional repository or on social media. In these cases, supplying libraries should consult with the requesting library before supplying an unpublished version when a final published version does exist. The requesting library might prefer to go elsewhere to get the article’s final published form. Note, though, that this consultation is not needed for publisher web site preprints when a final publication version has not yet come out and the preprint is all that exists.
New!

5.5 Supply accessible formats for users with disabilities or to meet an accessibility need when requested

Just like in the responsibilities of the requesting library we saw earlier, section 5.5 alerts supplying libraries that they have the right to reproduce copyrighted materials in accessible formats for use by persons with disabilities when asked for by a requesting library. Suppliers are encouraged to fill the request whenever possible even if they might not ordinarily do so. Examples include scanning a greater number of pages than normal, including whole in-copyright items for a user with a disability, or applying optical character recognition to scans.
5.6 Process requests accurately and pay attention to notes

The newly revised Code also instructs suppliers to pay attention to bibliographic fields and borrowing notes in requests for important identifying information -- such as the desired edition, format, volume, or year in order to ensure that the correct item is being supplied. If there is ambiguity about what is needed, the supplying library should contact the requesting library through the resource sharing system used or directly via email or phone to seek clarification.
Also, a supplier should secure agreement from a requesting library for any non-standard usage or shipping restrictions before sending an item. For example, if a specific item must be in-library-use-only, the supplying library should communicate that to the requesting library in advance. The requesting library might prefer to try elsewhere if the intended recipient is a distance user, and in-library-use just isn’t going to work. Or if a specific courier is desired for return shipment to the supplier, the requesting library should be consulted to confirm that they have access to and are willing to use that courier.
Section 5.9 now clarifies that the **delivery location** may be different from the requesting library or consortial resource sharing service, and that suppliers should take all appropriate steps to deliver items to the **specified location in the request**. Suppliers should now also specify if **tracking is required** for return shipment in addition to any insurance or any special wrapping or packaging of their items.
The ILL Code also specifies that renewing an item is preferred -- whenever possible -- to mandating the item’s return and then having it be re-requested and loaned out again for the same user. This is because an additional second loan process between the libraries interrupts a user’s time with the item, creates additional cost and work for both libraries, and unnecessarily exposes the item to additional risk of loss or damage during back and forth re-shipment. Supplying libraries have to consider this time, cost, and risk, with whether or not there has been demonstrated local demand necessitating a book’s return.
And the last new wording in the revised Code pertains to copy requests. Supplying libraries should adhere to special scanning or accessibility instructions of the requesting library. They should also pay attention to providing any supplementary material that may accompany a requested article. And the potential supplier should strive to evaluate any requested instructions and communicate back to the requesting library what’s not possible before canceling to see if the library will still accept something or perhaps come back to you if the request goes unfilled. For example, if you have a print article but are unable to OCR it as requested, you could conditional and ask the requestor if they still want a non-OCR’d scan anyway or if they’d like to try elsewhere first.
So those are all the **major changes** found in the new and latest 2023 version of the ILL Code. While we’ve hit many of the highlights from it, we do encourage all resource sharing practitioners to read through the document for themselves and review local practices for alignment or harmonization.

Some state, regional, or consortial organizations may want to review and update their own resource sharing agreements in case there is **any wording or concepts** from the national code that they want to adopt or harmonize in their own agreement. Examples for consideration might be the language on accessibility or on copyright compliance using CONTU or a local policy alternative. Feel free to invite or suggest a review of state, regional, or consortial documents to appropriate individuals if desired.
We’d also like to remind practitioners that the ALA ILL Request Form exists as a fillable PDF for those libraries not on resource sharing networks and wanting to use a standardized form to contact supplying libraries. There were no changes to the ILL Request Form in the latest Code revision process, except for the version date on it. You can find the 2023 form at the URL on screen and which we’ll also place in chat.
So that brings us to the end of the presentation portion. Pamela Kindelberger from Boise State will now moderate our Q&A, and we have five members of the STARS Codes Committee on hand to help answer questions, including K. Zdebski from UMass Amherst. Pam, did we have some questions come in?