



**Consorcio Madroño**

**Pasaporte Madroño  
2019 Agreement**

## **THE AGREEMENT**

The libraries of the Consortium of Universities of the Community of Madrid and UNED (National University of Distance Education) for Inter-library Cooperation, the Consorcio Madroño, along with the National Library of Spain and associated institutions, attaching to the present document the appropriate legal consideration, have adopted the common objective of promoting and facilitating research and communication between the members of their universities and associated institutions.

### **I. SCOPE**

A. This agreement is valid within the member universities which comprise the Consorcio Madroño, in associated institutions, and in the National Library of Spain.

B. Users to whom this agreement is applicable are teaching staff, researchers, postgraduate students (official masters, own masters and research-based masters), research grant holders with teaching responsibilities and administrative staff of the universities and institutions which comprise the Consorcio Madroño.

### **II. PRIVILEGES**

Users in possession of the appropriate identification may make use of the collections made available for lending purposes facilitated for this service by participating libraries. Using the same identification, said users will also be automatically entitled to a National Library of Spain researcher's card, entitling them to use any of the reading rooms and affording them access for consultation of any holding and service of the same.

Similarly, reading rooms may be used by those Pasaporte Madroño users belonging to other institutions after identification, under the specific restrictions and conditions applicable in every university.

### **III. AVAILABLE DOCUMENTS**

The libraries forming the Consorcio Madroño, notwithstanding the ongoing application of the reservations regarding use and circulation of bibliographic-documentary materials in accordance with the rules of each of them, shall make available to the Pasaporte Madroño Programme (henceforth PM) around 3,000,000 monographs from specialist library holdings, as a complement to the basic collections in the ownership of each institution.

#### **IV. RULES FOR BORROWING**

Limit: 4 volumes simultaneously

Duration of loan: 30 days (minimum).

Reservations: up to 2 simultaneous reservations of monographs.

Renewals: 1, for the same term as the loan.

#### **V. RESPONSIBILITIES OF BORROWERS**

A. To display the identification required within the terms of this Agreement to the issuing library or institution.

B. To sign the relevant documents in order that the PM may be granted.

C. To comply with the regulations established for the PM.

D. To return materials personally or by mail within the period of time set by PM.

E. To return materials immediately, by urgent post, if their return is required by the lending library.

F. To pay any costs generated in relation to damage or loss of materials in accordance with the guidelines set by each PM associated library.

G. To recognize that abuses in use of the loan may lead to temporary suspension from or, where deemed necessary, a total ban from PM.

H. To show the PM at the lending library when required to do so.

I. To comply with rules of use, as well as all other library regulations pertaining to users of library facilities.

Associated universities and institutions commit themselves to erasing the personal data of any user requesting them to do so, and to communicate said action to the other libraries so that they may proceed to eliminate said data in the case that it is held on file.

#### **VI. RESPONSIBILITIES OF THE LIBRARIES**

A. Prior to issuing the PM to their users, each library and associated institution shall check that applicants meet the established conditions and provide them with a written copy of the PM Agreement signed by the associated universities and institutions of the Consorcio Madroño which details the operating rules of the service.

The National Library shall issue a researcher's card or an SDB (the Library Documentation Service) researcher's card, to all holders of a valid PM. On first arriving at the National Library of Spain to complete the required paperwork PM card holders shall also receive general information about the National Library and its rules of use.

B. Participating associated libraries and institutions shall only issue a PM if the applicant fulfils the lending conditions set by the institution in each case, and has no outstanding sanctions at the time of application.

C. They shall also validate documents presented at the time of applying for the PM, with the signature of the head of the library or institution issuing the PM and that of the user. A copy shall be made for filing at the library or institution at which the applicant is a staff member or student and the original shall be given to him or her. The PM shall likewise show its expiry date and the user's profile

D. The libraries of the institutions to which applicants belong shall collaborate with associated libraries and institutions for the purposes of recovery of loaned materials which are not returned, establishing contact with the user involved and, where necessary, initiating the actions specified in the present agreement.

E. Each library or institution shall provide the Madroño technical managers with annual profile-based statistics on:

1. The number of passports issued.
2. The number of passports received.
3. The number of services provided.

The National Library shall provide, at least once a year, the figure for users having entered the Library by means of the PM.

The expiry date for each card shall be set in accordance with the following criteria:

- Administrative staff and teaching staff of associated universities and institutions: in the case of permanent staff, the card shall be awarded for the first time or renewed for a five-year period. In the case of contractor staff, the date shall be that held in the personnel database for the end of the contract of the person in question, or, where such does not exist, the card shall expire one year from the date of issue. In each of the above cases, as long as the holder maintains a qualifying profile for the Pasaporte Madroño, the card may be renewed indefinitely.

- Postgraduate students: 31st December of the last year of the relevant course shall be set as the date, or, if known, the date on which the student will finalize his or her studies.
- All remaining researchers: in accordance with the termination date held in the relevant database for staff of the university or institution concerned.

Renewals shall be possible following the expiry date, so long as the original profile of the card holder is maintained.

## **VII. USER IDENTIFICATION**

This card is personal and non-transferable. Identification of PM users shall be corroborated by holders displaying a valid PM card and national identity document or other legally valid identity document.

For users who obtain a National Library card, identification within the National Library shall be by means of production of their valid National Library card.

## **VIII. PM HEADS AND PROBLEM SOLVING**

Each university or institution participating in the service appoint at least one person to be in charge of PM. Their tasks shall be as follows:

1. To safeguard and coordinate the supply and distribution of PM cards and documents.
2. To ensure that PM rules are known in all the libraries of the universities and institutions signatory to this Agreement, and to facilitate/supervise the required guidelines for procedures at their institution.
3. To notify the heads of libraries participating in PM and the Madroño technical managers of any significant problems that may arise in relation to certain users (repeated late returns, suspensions from PM, serious or very serious infringements ...) in order that these may be solved.

## **IX. SANCTIONS**

1. The following shall be considered very serious infringements:
  - a) Theft of library holdings.
  - b) Non-return of library holdings.
  - c) Crimes or offences committed at the facilities of associated libraries and institutions.
  - d) Serious damage caused by any misuse of any facilities or equipment of the libraries and institutions. This shall include disruption to public order at library services which leads to serious damage.

2. Intentional damage to library holdings, or damage to said holdings caused by negligence or improper use of the same shall be taken to be serious infringements.

3. The following shall be considered simple infringements:

- a) Failure to adhere to due dates for the return of library holdings and, generally speaking, any other due dates (said due dates may vary from library to library).
- b) Non-serious disruption of order at any library services.

4. Without prejudice to the penal and administrative liability which may pertain in each case, very serious infringements, in accordance with the circumstances and damage caused in each case, may be sanctioned by the withdrawal of the PM for a maximum period of six years.

In all cases where library material remains unreturned, the user in question shall be obliged to purchase a new copy. If the work is out of print and the user in question cannot provide a new copy, an appropriate procedure shall be stipulated in accordance with the estimate of the relevant library. However, where the good faith of the user involved is evident (for example, in cases of loss or third-party theft), application of said acquisition or alternative measure shall entail the cancellation of the dossier related to the infringement, or, where said file has already expired, the extenuation or lifting of any sanctions already imposed.

5. Depending on the circumstances and on the damage occasioned, serious infringements may be sanctioned by the withdrawal of the PM for a period of up to one year. Access to the associated library or institution concerned may also be prohibited for a period of up to one year. In all such instances, the user shall be obliged, in accordance with the library's criterion, to take responsibility for repair of the library material, the acquisition of a replacement copy or whatever substitution measure may apply in each case.

6. The library affected in each case may apply the relevant sanction from its code of use in the case of simple infringements.

7. The PM heads for the universities and institutions must duly report to the Consorcio Madroño technical office at least those serious or very serious infringements they are aware of, so that action may be taken in order address the consequences of the same and to apply the relevant sanctions. It shall not be mandatory to report simple infringements, although these may be reported if the institution in question wishes to involve the technical office in addressing the consequences of the same.

8. Sanctions for very serious infringements must be approved by the Madroño Governing Council upon request from the institution affected by the same.

9. The National Library, without prejudice to penal and administrative responsibilities pertaining to it, shall reserve the right to withdraw its card from users failing to comply with the National Library rules of use.

## **X. REVIEW AND EVALUATION**

The Programme shall be evaluated on an annual basis, as shall any possible amendments or changes to the present Agreement.

## **XII. APPOINTMENT OF PROGRAMME HEADS**

I hereby authorize (name and contact details of the person) as head of the PM programme for the university which I represent.

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Head of Department of Coordination and Institutional Relations

Madrid, 01 January 2019

Signed: Ms María Dolores Ballesteros Ibáñez  
Director of the Library  
UNIVERSIDAD DE ALCALÁ

Signed Mr Santiago Fernández Conti  
Director of the Library  
UNIVERSIDAD AUTÓNOMA

Signed: Ms M<sup>a</sup> Teresa Malo de Molina  
Director of the Library  
UNIVERSIDAD CARLOS III DE MADRID

Signed: Ms María Boyer Lagos  
Director of the Library  
UNIVERSIDAD POLITÉCNICA

Signed: Ms Soledad Vicente Rosillo  
Director of the Library  
UNIVERSIDAD REY JUAN CARLOS

Signed: Ms Isabel Calzas González  
Director of the Library  
UNED

Signed: José Luis Bueren Gómez-Acebo  
Technical Director  
National Library