

APPROVED

Rector's Order No. 23/1.1-3/91 of 24.08.2023

LIBRARY TERMS AND CONDITIONS

Drawn up in accordance with the Section 16, Clause 1. 1 of the Library Law.

1. General Provisions

- 1.1. The RISEBA University of Applied Sciences; (hereinafter – RISEBA) Library (hereinafter – Library) Terms and Conditions (hereinafter - Terms and Conditions) stipulate the procedure according to which the Library ensures the provision of services, access to its collection, use of its information resources, databases and systems, registration procedure, as well as stipulated the rights and duties of users.
- 1.2. Library users have a duty to study the Terms and Conditions before registering or re-registering.
- 1.3. The Terms and Conditions are published in the Library and on the RISEBA website (<https://www.riseba.lv/index.php/ly>).
- 1.4. A Library user (hereinafter – user) may be any person, who uses the Library's services, and who, without payment on the basis of a loan, receives information resources for certain usage, provided that he or she returns the same loaned information resource by the set deadline. Lawful relations established on this basis are considered to constitute a loan agreement.
- 1.5. The subject of the loan is an information resource, which according to the Terms and Conditions is an information resource, audio-video material or electronic publication.
- 1.6. The subject of a loan from the Library is the property of RISEBA.
- 1.7. The subject of a loan from the Library can be used by RISEBA personnel, as well as any legal or natural person, who has obtained the status of a Library user in accordance with the procedures stipulated in the Terms and Conditions.

2. Library users' registration procedure

- 2.1. Any person may become a user of the Library by registering at the Library in person.
- 2.2. Upon registering with the Library:
 - 2.2.1. Students shall present a valid student identity card, while all other persons shall present a personal identity document;
 - 2.2.2. Users shall study the Terms and Conditions and agree to comply with them by signing the registration journal;
 - 2.2.3. Users shall indicate their name, surname, declared or actual place of residence, phone no. and e-mail address, which will be used for sending information related to the use of the Library.
- 2.3. After registration, the user will receive his or her identification number or password at the Library, which is to be used for authorization in the electronic union catalogue (hereinafter referred to in the text as - the Union Catalogue) of libraries of national importance. The identification number shall be used for communication with the Library.

- 2.4. Once a year, the Library user shall re-register at the Library. Re-registration will be denied to users who have not settled their obligations to the Library during the previous period.
- 2.5. By presenting a personal identity document, persons, who are not registered as Library users, have the opportunity to use information resources on the spot in the Library.

3. Use of library services

- 3.1. When using the Library's services, students must present a valid student identity card, whereas other persons must present a personal identity document.
- 3.2. Information resources to be taken away will only be issued to RISEBA students and employees. They are accessible to other users in the reading room.
- 3.3. In order to borrow information resources, an information resource must be chosen in the freely accessible collection.
- 3.4. All loan items are registered electronically in the Library's information system ALEPH (hereinafter – ALEPH), recording the unique identifiers of the user and information resource. The loan term will be determined by the information resource usage parameters defined by ALEPH.
- 3.5. It is not possible to extend the borrowing term of a borrowed information resource if the loan usage term has been exceeded or if it has been requested by another user.
- 3.6. Unique copies in the Library's collection are not issued to be taken away.
- 3.7. To use databases remotely and obtain individual access data, students must send an application to the Library's e-mail address: bibl@riseba.lv with the reference: Access data for subscribed databases, the e-mail must specify the following: name, surname/study programme and course.
- 3.8. The Library shall provide basic services and paid services in accordance with the approved RISEBA paid service price index (hereinafter – Price index).

4. Use of library computer equipment

- 4.1. The Library's computers may only be used by registered Library users.
- 4.2. Users may only use the computer equipment available in the Library for the specified purpose for its use – studies and research.
- 4.3. Users may use the programs, which have been placed at their disposal of users, along with their information carriers (USB memory card and USB external hard disks) for recording data.
- 4.4. Users are not provided with information search history or information saving outside work sessions.
- 4.5. Ten minutes before the end of the Library's working hours, users are obliged to finish work, during which time the Library's computers or other technical equipment are used.
- 4.6. Upon finishing work, users must close all programs used and tidy up their place of work.
- 4.7. It is prohibited for Users to:
 - 4.7.1. Damage or modify the Library's computers in any way. For instance, it is prohibited to perform any kind of installation (programs, games, etc.), to alter the configuration of the Library's computers, including program interface settings (appearance, "hot keys", etc.), disconnect or

connect cables to the Library's computers and their periphery, with the exception of cables that are required to connect USBs, portable hard disks or headphones, etc.;

4.7.2. Use the internet and the Library's computers to perform violations of a criminal, administrative or civil nature in an information environment as stipulated in the legislative acts in any jurisdiction. Examples of such activities include the performance of illegal commercial activities, copyright violations, fraud, unauthorised storage or distribution of credit cards, as well as private information;

4.7.3. Use the Library's computers to view, store or transmit unlawful or unethical information, e.g. materials of a pornographic nature, or materials inciting racial hatred, mass disorder, or a state coup d'état, etc.;

4.7.4. Use the Library's computers to play computer games;

4.7.5. Use the Library's computers to send unwelcome e-mails (SPAM) and/or to maintain websites which are connected to this type of e-mail;

4.7.6. Be present at a computer, with wet, dirty or otherwise greasy hands, or use food products, as well as smear or damage a computer and its hardware in any other way.

4.8. When using the Library's computers or other technical equipment, the user shall comply with generally accepted standards of behaviour and politeness.

5. Rights, duties and responsibilities of Library users

5.1. The user is entitled to:

5.1.1. Use information resources in the Library's collection, as well as available information systems and databases;

5.1.2. Borrow information resources or copies thereof from other Latvian and foreign libraries, as well as electronic document delivery centres in accordance with the procedures stipulated by the Library;

5.1.3. Extend the information resource usage in the Union Catalogue in a timely manner, before the expiry of the loan term, in person at the Library or by e-mail.

5.1.4. Receive consultations, using the teaching materials prepared by the Library, and participate in activities, including the use of the Union Catalogue, databases, search system and information resources;

5.1.5. Use the work environment and technical apparatus arranged for studies and research;

5.1.6. Scan and photograph materials in the Library's collection for non-commercial purposes without a flash, with the permission of a Library employee;

5.1.7. Submit proposals to RISEBA and the Library's administration about improving the quality of the Library's services and augmenting the range of information resources.

5.2. Duties and responsibilities of users:

5.2.1. Within one month, to notify the Library about changes in his or her place of residence or contact address, phone number and e-mail address;

5.2.2. To present a personal identity document at the request of a Library employee;

- 5.2.3. To treat the Library's other users and employees with respect, not to disturb the work of other Library users, comply with generally accepted behavioural norms and the instruction of the Library's employees;
 - 5.2.4. Use the Library's information resources, in accordance with the Copyright Law in force in the Republic of Latvia;
 - 5.2.5. To comply with the timeframes for the use of borrowed information resources and to return them in a timely manner, regardless of whether they have received a reminder from the Library;
 - 5.2.6. To pay late monies for information resources not returned by the set deadline in conformity with the Price Index in force on the first day of the loan. Until all obligations have been settled, the Library shall restrict services provided;
 - 5.2.7. To take care of RISEBA property: not to damage information resources and inventory, not to cause other material losses to RISEBA, as well as to notify a Library employee about any defects noticed:
 - 5.2.7.1. To replace the information resource with an identical or equivalent copy. If it is not possible to do this, to compensate the value of the lost information resource in accordance with its current market value;
 - 5.2.8. Upon graduating or finishing studies/work relations at RISEBA, settle all obligations to the Library. If the obligations are not settled, RISEBA will recover the losses in accordance with the procedures stipulated in laws and regulations;
 - 5.2.9. Do not leave their personal information resources, laptop computers and other personal items unsupervised;
 - 5.2.10 To comply with work and fire safety regulations and to leave the Library's premises without delay in the event of a fire alarm being activated;
 - 5.2.11. To comply with the Terms and Conditions precisely. For failure to comply with the Terms and Conditions, Users may be denied the right to use the Library's services for a period of up to one year;
 - 5.2.12 A ban on using the Library does not release the User from the duty to fulfil his or her obligations: payment of late monies for failing to return RISEBA property on time and compensation of losses in accordance with the procedure stipulated in the Terms and Conditions.
- 5.3. In the Library's premises, users are not allowed to:
- 5.3.1. Bring in and use food products, alcoholic and non-alcoholic beverages and other intoxicating substances;
 - 5.3.2. Disturb the work and presence of the Library's employees and other users in the Library's premises;
 - 5.3.3. Make offensive remarks, comments and threats to the Library's employees and users;
 - 5.3.4. To be present in the Library in unhygienic, dirty or smelly clothes or under the influence of alcohol and/or other intoxicating substances.

6. Personal data processing

- 6.1. Under the aegis of the Library's work and the provision of its services, the following processing of the personal data of data subjects takes place: name, surname, personal identity code (if the user has one), date of birth, contact information (declared and/or actual place of residence, phone number, e-mail), photograph, other data (e.g. study programme code, workplace of an academic institution employee, etc.).
- 6.2. Personal Data Supervisor: SIA "Biznesa, mākslu un tehnoloģiju augstskola "RISEBA"" (Reg. No. 40003090010), Meža Street 3, Riga. Data protection officer's contact information: dpo@riseba.lv.
- 6.3. Purpose of personal data processing: user's identification, provision of services;
- 6.4. Legal grounds for personal data processing: processing is required for the fulfilment of an agreement in which the data subject is a contractual party or for the performance of measures at the request of the data subject before the conclusion of the agreement;
- 6.5. Personal data processing timeline: the obtained personal data will be processed for 1 year and will be deleted by 1 March of the following year. This deletion term is justified by the supervisor's legal duty to perform statistics for the previous year. If the data subject re-registers, his or her personal data will not be deleted.
- 6.6. Personal data recipients: personal data will be delivered to the Culture Information Systems Centre, in order to ensure registration of the Library's users and access to ALEPH. The Library and other libraries of national importance use ALEPH, together forming a Union Catalogue, which provides for the availability of the data subject's basic data (name, surname, ID number, personal identity code, contact information, information that the data subject has debt obligations to any of the libraries) to the following libraries which use ALEPH: the Latvian Academy of Music's Library, the Latvian Maritime Academy's Library, the Latvian Academy of Culture's Library, the Latvia University of Life Sciences and Technologies' Fundamental Library, the National Library of Latvia, the Latvian National Museum of Art's Library, the University of Latvia's Academic Library, the University of Latvia's Library, the Riga Graduate School of Law's Library, Riga Stradiņš University's Library, and Riga Technical University's Academic Library.
- 6.7. Personal data may be disclosed to investigatory and law enforcement bodies, as well as to institutions supervising and controlling the operation of RISEBA to the extent and in accordance with the procedures stipulated in laws and regulations.
- 6.8. Personal data are used to ensure state statistics stipulated in laws and regulations regarding the Library, research studies and to improve the quality of the Library's services.