THE AGREEMENT

This Agreement dated DATE is made between NAME OF ORGANISATION (‘ABBREVIATED NAME’) of ADDRESS OF ORGANISATION, on the one part; and the Donor identified in the Schedule on the other part.

The following are the terms and conditions upon which the Donor now agrees to place the material identified in the Schedule to this Agreement (‘the Papers’) with the NAME, and the NAME agrees to accept the placement.

1) Ownership of the Papers

i) The Donor represents and warrants that s/he is the owner of the Papers.

ii) Ownership of the Papers which will be placed with the NAME will be vested in the NAME; and title to any Papers placed after the date of this Agreement will transfer to the NAME on delivery.

2) Accessions to the Papers

i) The NAME wishes to develop a continuing relationship with the Donor with a view to building a collection of Papers which spans the career of the Donor.

ii) The Donor agrees to co-operate with the NAME in the enlargement of the Papers by allowing NAME staff to make appropriate additions to the Papers, subject to the approval of the Donor.

4) Access

The parties intend that after cataloguing, the bulk of the papers will be made available to the public for research purposes but they recognise that some items may be confidential: others may contain personal data; and others may be so sensitive that their disclosure could endanger individuals’ health or safety. Such items will be identified and marked in the process of cataloguing. If the University receives a request under the Freedom of Information Act 2000 for the disclosure of information in the Papers, the University will notify the Donor, and consult with the Donor. Subject to the Act, it is the parties’ intention that until catalogued the Papers should remain closed to all but members of staff at the NAME and authorised representatives of the Donor. After completion of the catalogue, members of staff at the NAME will consult with the Donor about on-going arrangements for access which comply with the Act.

5) Intellectual Property Rights

i) All and any copyright in the Papers is reserved exclusively to the Donor.

ii) The Donor will not dispose of the copyright in her lifetime.

iii) The Donor grants licence to the NAME to store, translate, copy, and re-arrange the Papers electronically for the purposes of preserving the digital items in the Papers.

iv) The Donor grants licence to the NAME to create catalogues of the Papers and to create metadata required for the preservation of digital items in the Papers. The NAME will own the copyright in the metadata, any copyright in the catalogues which can be distinguished from copyright in the Papers, and any database rights in the catalogues. The Donor shall be provided with a copy of any such catalogues.
6) Disposal

i) The NAME reserves the right to return to the Donor any material not deemed of archival value or, with the consent of the Donor, to destroy such material.

ii) In the event that the NAME wishes to de-accession the Papers, the NAME agrees not to sell, move or otherwise dispose of the Papers without consultation with the Donor, his/her heirs or assigns.

7) Preservation

The NAME will exercise the same degree of care over the preservation of the Papers as over the preservation of similar property of the NAME which is kept in the same department as the Papers.

8) Loss or Damage

The Donor appreciates that, except as stated above, neither the NAME nor any of its officers, employees or agents can accept responsibility for loss or damage to the Papers.

9) Security

The NAME agrees to take reasonable measures to prevent unauthorised access to, duplication of, or distribution of the Papers.

SCHEDULE

The Donor

Name: NAME OF DONOR, his/her personal representatives and those entitled under his/her estate to the copyright in the Papers referred to below

Address: ADDRESS OF DONOR

The Papers

(a) DESCRIPTION OF THE PAPERS, e.g. correspondence, papers, notes, speeches, writings, photographs, printed material, digital material, video and cassettes of the Donor

(b) further such material which may be donated by the Donor in future

AS WITNESS the hands of the Donor and of an authorised signatory for the NAME:
SIGNED for and on behalf of
NAME

Name: ___________________________
Position: _________________________
Signature: ________________________
Date: ____________________________

SIGNED BY NAME AND ADDRESS OF DONOR

Signature: ________________________
Date: ____________________________