

## INTRODUCTION

The Personal Archives Accessible in Digital Media project is a two-year project led by the University of Oxford in collaboration with the University of Manchester, and funded by the Joint Information Systems Committee. The overall aim of the project is to establish policies and test methods for the archiving and long-term preservation of private papers created in digital form. The purpose of this Agreement is to provide a framework for co-operation between the project staff and the Depositor which will allow the acquisition of the Collections required to achieve the aims of the project. It is hoped that, with the permission of the Depositor, the Collection will be offered to Oxford University Library Services for permanent retention in their Digital Archive.

The benefits of this Agreement to the Universities of Oxford and Manchester are several, and include an improved capacity to preserve the digital archival material which will underpin the work of many academic communities in the future. The benefits to Depositors include the preservation of their digital private papers, which can then be made available to future researchers.

## THE AGREEMENT

This Agreement is made between THE UNIVERSITY OF OXFORD and THE UNIVERSITY OF MANCHESTER on the one part and the Depositor identified in the Schedule on the other part.

The following are the terms and conditions upon which the Depositor now agrees to deposit the material identified in the First Schedule to this Agreement ('the Collection') with the University of Oxford, and the University of Oxford agrees to accept the deposit.

### 1) Ownership of the Collection

- i) The Depositor represents and warrants that it is the owner of the Collection.
- ii) Ownership of the Collection shall remain with the Depositor but the Collection shall be housed at the premises of Oxford University Library Services ('the Library') until January 2007 for the purpose of the Personal Archives Accessible in Digital Media project ("the Project").
- iii) The University of Oxford shall consult with the Depositor at the end of the period of deposit with a view to the permanent retention of the Collection, in whole or in part, in the Library's digital archive.

### 2) Accessions to the Collection

- i) The Depositor agrees to co-operate with the University of Oxford in the enlargement of the Collection by allowing Project staff to make appropriate additions to the Collection during the period of the deposit, subject to the approval of the Depositor.
- ii) The University of Oxford shall consult with the Depositor at the completion of the Project with regard to maintaining an ongoing relationship with the Depositor with a view to building a collection which spans the career of the Depositor.

### 3) Withdrawal of the Collection

The Depositor may withdraw the Collection, in whole or in part, from the Library at any time, upon giving not less than one month's notice in writing to the University of Oxford. In such circumstances the University of Oxford may levy a reasonable charge upon the Depositor for the cost of returning the material.

#### **4) Access**

The information contained in the Collection has been provided in confidence and is held on behalf of the Depositor for preservation purposes. Unless disclosure is required under the Freedom of Information Act, and none of the exemptions in that Act applies, access to the Collection shall be restricted to Project staff, except for persons specially accredited by the Depositor and select academics working on the project's Academic Advisory Board who will sign a non-disclosure undertaking in the form set out in the Second Schedule to this Agreement.

#### **5) Intellectual Property Rights**

- i) All and any copyright in the Collection is reserved exclusively to the Depositor. The Depositor will indemnify the University of Oxford against all losses, demands and liabilities arising out of or consequent upon any claim to ownership of the copyright in the Collection made by a third party.
- ii) The Depositor grants licence to the University of Oxford to store, translate, copy, and re-arrange the Collection electronically for the purposes of testing digital preservation methodologies.
- iii) The Depositor grants licence to the University of Oxford to create catalogues of the Collection and to create metadata required for the preservation of digital materials. The University of Oxford will own the copyright in the metadata, any copyright in the catalogues which can be distinguished from copyright in the Collection, and any database rights in the catalogues. The Depositor shall be provided with a copy of any such catalogues.

#### **6) Disposal**

The University of Oxford reserves the right to return to the Depositor any material not deemed of archival value or, with the consent of the Depositor, to destroy such material.

#### **7) Preservation**

The University of Oxford will exercise the same degree of care over the preservation of the Collection as over the preservation of similar property of the University of Oxford which is kept in the same department as the Collection.

#### **8) Loss or Damage**

The University of Oxford is a charitable foundation devoted to education and research; and the Depositor appreciates that, except as stated above, neither the University of Oxford nor any of its officers, employees or agents can accept responsibility for loss or damage to the Collection.

#### **9) Security**

The University of Oxford agrees to take reasonable measures to prevent unauthorised access to, duplication of, or distribution of the Collection.

## THE FIRST SCHEDULE

### The Depositor

Name:

Address:

### The Collection

The private papers of \*name of collection\*.

## THE SECOND SCHEDULE

### Non-disclosure Undertaking

The Collection \*name of collection\* has been deposited with the University of Oxford for preservation purposes, and the information contained in the Collection has been provided in confidence.

In order to enable the Academic Advisory Board of the Personal Archives Accessible in Digital Media project to view the Collection for the purposes of assessing its quality as historical source material, and to advise the project staff on which materials academics require archivists to preserve for scholarship, I the undersigned undertake:

- 1) not to make any copies of items in the Collection
- 2) not to retain any information contained in the Collection
- 3) not to disclose any information contained in the Collection to a third party without the written approval of \*name\* or a person authorised to give approval on behalf of \*name\*
- 4) not to use the information for any purposes other than the Personal Archives Accessible in Digital Media project.

SIGNED BY

Signed

Name:

Position:

Date:

**SIGNED** for and on behalf of **SIGNED** for and on behalf of  
**THE CHANCELLOR, MASTERS THE VICTORIA UNIVERSITY**  
**AND SCHOLARS OF OF MANCHESTER**  
**THE UNIVERSITY OF OXFORD**

Name: \_\_\_\_\_ Name:

Position: \_\_\_\_\_ Position:

Signature: \_\_\_\_\_ Signature:

Date: \_\_\_\_\_ Date:

**SIGNED BY <**

\_\_\_\_\_ >

Signature:

Date:

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