



## **TERMS OF AGREEMENT FOR THE DEPOSIT OR DONATION OF RECORDS**

### **1 DEFINITIONS**

- 1.1 The word 'Records' shall mean any documents conveying written, visual or audible information, including manuscript or printed archives and other written documents, maps, photographs, paintings, films, audio or video recordings, whether on paper, parchment, fabric, film, tape, disc or similar media.
- 1.2 The word 'Council' shall mean Nottinghamshire County Council or any successor local authority who shall by statute or otherwise, be empowered to keep and preserve records and to operate an archives service.
- 1.3 The words 'Nottinghamshire Archives' shall mean the archives service operated by Nottinghamshire County Council or any successor authority, who maintains a repository or repositories for the storage and custody of its own records and any records deposited with it.
- 1.4 The words 'Team Manager Archives and Local Studies' shall mean the chief officer in charge of Nottinghamshire Archives or any successor archives service.
- 1.5 The word 'deposit' shall mean the act by a depositor of placing records in the custody of Nottinghamshire Archives for an indefinite period subject to the terms specified in Sections 2-9 below.
- 1.6 The word 'donation' shall mean the act by a donor of giving records to Nottinghamshire Archives as an absolute and perpetual gift. The records will become the sole property of the Council, who may take whatever action it thinks fit in respect of such records.
- 1.7 The word 'depositor' shall mean the person, corporate body or voluntary association who has placed records in the custody of the council according to the terms specified in 1.5 above. By signing this agreement, the depositor warrants that he/she/it has powers to act in all matters relating to the deposited records, and will indemnify the Council against any future claims by third parties.
- 1.8 The word 'donor' shall mean the person, corporate body or voluntary association who has given records to Nottinghamshire Archives according to the terms specified in 1.6 above. By signing this agreement, the donor warrants that he/she/it has powers to act in all matters relating to the donated records, and will indemnify the Council against any future claims by third parties.

### **2 DEPOSIT**

- 2.1 Formal acceptance by the Council of any records offered for deposit will not come into force until the terms and conditions of deposit have been confirmed in writing by both the Council and the depositor. Until such time the records remain the responsibility of the depositor, whether already handed over to Nottinghamshire Archives or not, and the Council cannot accept any responsibility for their safe custody, for making them available to any other party, or for any other act or deed relating to them whatsoever.
- 2.2 The Team Manager Archives and Local Studies reserves the right to return to the depositor any records deemed to be of no historical interest or, with the consent of the depositor, either to transfer them to a more appropriate place of deposit or to destroy them confidentially.
- 2.3 Any change in the name, address or status of the depositor shall be notified to the Team Manager Archives and Local Studies. The Council will not accept responsibility for any consequences which may arise from the failure to notify such changes.

### **3 DONATION**

- 3.1 Formal acceptance by the Council of any records offered as a gift will not come into force until the terms of the gift have been confirmed in writing by both the Council and the donor. Until such time the records remain the responsibility of the donor, whether already handed over to Nottinghamshire Archives or not, and the Council cannot accept any responsibility for their safe custody, for making them available to any other party, or for any other act or deed relating to them whatsoever.

### **4 PRESERVATION**

- 4.1 Deposited records will be stored in repositories administered by Nottinghamshire Archives in conditions not less favourable than those considered acceptable for the storage of the Council's own records.
- 4.2 The Council will take all reasonable precautions to preserve deposited records from damage, loss or theft whilst in storage, public use, conservation or on exhibition but shall not otherwise be liable beyond this to the depositor for any damage for indirect or consequential loss of any nature, other than by negligence.
- 4.3 Deposited records will be insured as part of the Council's general cover but the Council's liability to the depositor will extend only to the value of the materials on which the information is recorded. This is because no monetary compensation can replace unique records.

## **5 CONSERVATION**

The Council will be entitled in its absolute discretion to take any of the following actions in respect of the deposited records:

- 5.1 Subject to the provision of the Copyright acts for the time being in force, to photograph, microfilm or otherwise copy them as a conservation measure; the ownership of all such copies, negative and positive, to be vested in the Council.
- 5.2 To number them with a finding reference for their identification and safe keeping.
- 5.3 To carry out such work in regard to the conservation and/or restoration of the documents as may from time to time be considered desirable and practicable by the Team Manager Archives and Local Studies.
- 5.4 To withhold public access to them if in a fragile condition until all practicable and necessary conservation work on them has been completed.

## **6 LISTING**

Deposited records will be listed as part of the Nottinghamshire Archives' programme of listing all collections of records in its custody and in accordance with its current practice. As there is a constant backlog of records waiting to be listed, it must be understood by depositors that it may not be possible to list their records immediately. A copy of the list will be provided free of charge to the depositor and to such other persons as the Team Manager Archives and Local Studies considers appropriate. The ownership of and copyright in all such lists and other finding aids shall vest in the Council.

## **7 ACCESS**

- 7.1 Subject to any exemptions agreed under section 7.2 below, deposited records will be made available free of charge to any persons requesting access to them for purposes of educational, recreational, official or legal research in the public search rooms operated by Nottinghamshire Archives during their advertised opening hours and in accordance with the Council's regulations.
- 7.2 By specific agreement between the depositor and the Team Manager Archives and Local Studies restrictions may be placed on public access to individual deposited records.
- 7.3 Having regard to the provision of the Copyright Acts for the time being in force, copies of records may, at the discretion of the Team Manager Archives and Local Studies, be supplied to any person or body, on payment of an appropriate charge, for use only in private study. No further reproduction of such copies shall be allowed without the consent of the Team Manager Archives and Local Studies and the copyright owner(s). The Council will not be liable for any breaches of copyright of records in its custody, except insofar as such breaches relate to the acts of its designated officers.
- 7.4 The Team Manager Archives and Local Studies may at his/her discretion grant consent to the publication of individual documents from deposited records, either in whole or in part, in facsimile or in transcript, on behalf of the depositor. It should be noted that the Team Manager Archives and Local Studies cannot grant consent on behalf of the copyright owner and that responsibility to obtain copyright clearance for publication rests with the applicant. The Council will not be liable for any breaches of copyright of records in its custody, except insofar as such breaches relate to the acts of its designated officers.
- 7.5 The Team Manager Archives and Local Studies may at his/her discretion display deposited records in temporary exhibitions outside the premises of Nottinghamshire Archives, subject to the same conditions as specified in section 4 above.
- 7.6 The Council may at its discretion provide additional services to any person or body in respect of deposited records, including the provision of certified copies, transcripts or translations, specialist photography etc, and levy an appropriate fee for such services.

## **8 WITHDRAWALS**

- 8.1 Depositors may exercise their right to reclaim all or any part of the deposited records at any time, subject to giving three calendar months notice in writing to the Team Manager Archives and Local Studies. The Team Manager Archives and Local Studies may, at his absolute discretion, reduce the period of notice under special circumstances.
- 8.2 During such period of notice the Council will be entitled to copy deposited records by such method as is deemed appropriate by the Team Manager Archives and Local Studies and to retain the copy as the property of the Council after the removal of the records. The Council will be entitled to continue to make such copies accessible to the public, subject to the conditions and limitations set out in section 7 above, in order to reimburse the Council for the costs of storage, listing or conservation work incurred during the period of deposit.

- 8.3 The depositor may temporarily withdraw all or any part of the deposited records for a period of up to one calendar month for the purpose of exhibition or private research after giving reasonable notice to the Team Manager Archives and Local Studies. The Council accepts no responsibility for the safe custody of the records during the period between their withdrawal and subsequent re-deposit.
- 8.4 The depositor or any other person requiring withdrawal of the deposited records whether temporarily or permanently must, whether a depositor or agent, prove their entitlement to receive the records to the satisfaction of the Council.

## **9 PARISH RECORDS**

Records belonging to and deposited by the Parochial Church Council of an ecclesiastical parish within the Diocese of Southwell & Nottingham will be held by Nottinghamshire Archives, acting as the Southwell & Nottingham Diocesan Record Office, in accordance with terms specified in the Parochial Registers and Records Measure, 1978 as amended by the Church of England (Miscellaneous Provisions) Measure, 1992 and nothing in these terms of agreement shall be deemed to override or countermand the terms of these Measures.

## **10 PUBLIC RECORDS, MANORIAL AND TITHE DOCUMENTS**

Records deemed Public Records under the Public Records Acts, 1958 and 1967, will be held by Nottinghamshire Archives in accordance with the terms specified in these Acts, and nothing in these terms of agreement shall be deemed to override or countermand the terms of these Acts. Manorial records will similarly be held in accordance with the Law of Property Act, 1922, and tithe records in accordance with the Tithe Act, 1936, as amended by the Local Government (Records) Act, 1962.

## **11 DATA PROTECTION ACT 1998**

The depositor or donor (as the case may be) warrants to the Council that it has complied and (so far as is necessary) shall continue to comply with the provisions of the Data Protection Act 1998 in so far as they relate to the material being deposited with or donated to the Council. The depositor or donor further warrants to the Council that it shall keep the Council fully indemnified in respect of all actions, liabilities, claims, proceedings, costs, expenses and damages arising from any failure by the depositor or donor to comply with the Data Protection Act 1998 in respect of the material being deposited or donated by it.