

## **Terms of agreement for the deposit of records with Tyne & Wear Archives & Museums**

### **1. Deposit**

1. In these terms of agreement the word *Depositor* means any person or organisation placing documents on deposit, or their lawful heir, personal representative or successor in title, and the word *Archives* means the Tyne & Wear Archives administered by the Tyne & Wear Archives & Museums Joint Committee for which the Holding Authority is Newcastle City Council, including any officer, employee or agent of Tyne & Wear Archives & Museums, or its successors. The Director is the Director of Tyne & Wear Archives & Museums.
2. By the term *deposit* it is understood that the Depositor has placed the records in the custody of the Archives, but that this does not transfer the ownership of the records. The records should remain in the custody of the Archives for a sufficient period to justify the Archives' expenditure on cataloguing and conserving them. This would normally be for a minimum of twenty years, but the loan will be considered to be an indefinite one unless agreed otherwise.
3. Documents may be reclaimed by the Depositor on the terms specified below.
4. The Archives reserves the right, at the time of deposit or subsequently, to return to the Depositor any records deemed to be not of continuing interest, or with the consent of the Depositor to transfer them to a more appropriate place of deposit, or to destroy them.
5. The Depositor undertakes to notify the Archives of any change of address, or of ownership of the records. The Archives will not accept responsibility for any consequences which may arise from the failure to notify such changes. Any communication sent by the Archives to the Depositor will be sent to the name and address last advised to the Archives by the Depositor.

### **2. Storage and care**

1. The records will be stored in the Archives in conditions not less favourable than those considered acceptable for the storage of the records of any constituent member of the Archives & Museums Joint Committee, or other records owned by Tyne & Wear Archives & Museums.
2. The Archives will take reasonable precautions to preserve the records from damage, loss or theft, but shall not be liable to the Depositor for any damage to or loss or theft of them during the deposit period or for any consequential loss or expense caused to the Depositor, except as covered by the Archives standard insurance.

### **3. Authorisations**

The Archives will be entitled to take any of the following actions in respect of the deposited records.

1. To copy them, digitally or otherwise: the ownership of and copyright in all such copies to remain with the Archives even if the original records are withdrawn.
2. To mark them with a reference for their identification and safekeeping.
3. To carry out work on the conservation of the documents as considered necessary by the Archives.
4. To withhold public access to the documents if in a fragile condition until all necessary conservation work on them has been completed.
5. The records will be catalogued as part of the Archives' prioritised programme for cataloguing all collections in its custody, and in accordance with the Archives' current practice. A copy of the catalogue will be provided free of charge to the Depositor. The catalogue will also be made available via the Archives website. Ownership of and copyright in all catalogues and other finding aids belongs to the Archives.

### **4. Access**

1. Records will be made available to the public for research free of charge at the Archives during its advertised opening hours and subject to compliance with the search room rules and to any reasonable restrictions that may be agreed at the time of deposit or subsequently, and with due regard to current Freedom of Information and other legislation.
2. Under the provisions of the Copyright Designs and Patents Act 1988 single copies of records may be supplied to members of the public on payment of an appropriate charge, for use only in private study. No further reproduction of such copies or commercial use shall be allowed without the copyright holder's consent.
3. Deposited records will not be loaned to any party except the Depositor, except for purposes of exhibition, when the Archives must be satisfied with security and display arrangements, and the exhibitor must provide satisfactory insurance cover.
4. Any request for access to records which the Director has reason to believe may lead to their use in legal proceedings will be notified to the Depositor, and shall not be granted without the consent of the Depositor, except where a court orders their production.
5. Archives staff may, at the discretion of the Director, check records for information when requested to do so by depositors. There will not

normally be a charge for this service, unless the information is to be supplied to a third party, if the work required is onerous, or if copies of documents are requested. In such cases, normal research and copying charges will apply.

## **5. Withdrawals**

1. The Depositor may exercise the right to reclaim the deposited records at any time, after giving three calendar months notice of intention to do so. It may be possible to return small deposits in a shorter period.
2. During the period of notice the Archives will be entitled to copy the records and to retain the copy as the property of the Archives after the removal of the records. The Archives may continue to make such copies available to the public.
3. The Archives reserves the right to require from the Depositor a payment reflecting the financial costs involved in storage, cataloguing and conservation of deposited records if in the opinion of the Director insufficient public benefit has been derived to justify fully the public expenditure incurred up to the time the records are withdrawn
4. The Depositor or any other person requiring removal of the deposited records whether temporarily or permanently must prove their entitlement to receive the records to the satisfaction of the Director.
5. Where owners cannot reasonably be traced, deposited records will be presumed to have been gifted to the Archives.

## **Gifts**

Records stated to have been received as a gift shall become the outright property of Newcastle City Council on behalf of Tyne & Wear Archives & Museums. These terms of agreement shall not apply to such gifts.

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