

DENBIGHSHIRE ARCHIVE SERVICE

AGREEMENT for the Donation or Deposit of Records

Accession Number:

BETWEEN

(1) DENBIGHSHIRE COUNTY COUNCIL whose main place of business is the Council
Offices Wynnstay Road Ruthin LL15 1YN (“the Authority”)

and

(2) _____ (“the Donor or Depositor”)

It is agreed as follows:-

1. INTERPRETATION

In this Agreement

- 1.1 “the Archive” means the Denbighshire Archive Service administered by Denbighshire County Council.
- 1.2 “the Depositor” means the person who places records on deposit with the Archive and subsequently the Depositor’s heir or assigns and their heirs or assigns.
- 1.3 “the donor” means the person who transfers ownership of records and all associated rights and obligations to Denbighshire County Council as a gift via its archives service, the Denbighshire Archive Service.
- 1.4 “the Lead Archivist” means the senior archives officers within Denbighshire County Council.
- 1.5 “the Deposit” means the document or documents referred to in the Schedule placed by the depositor in the custody of the Archive without altering the ownership of such documents.
- 1.6 “the gift” means the records transferred by the donor into the ownership of Denbighshire County Council
- 1.7 “the Minimum Deposit Period” means the minimum amount of time that the Deposit must remain in the custody of the Archive.
- 1.8 “the Record” means all or any of the documents placed in the custody of the Archive by the Donor as a gift or Depositor as a deposit.
- 1.9 “third party” means any other person other than the Depositor or owner

2. GENERAL

- 2.1 When a donor transfers records to the Record Office as a gift, the records become the sole property absolutely and perpetually of the archive which may take any action regarding them it sees fit.
- 2.2 The Lead Archivist reserves the right to return to the Depositor any Records deemed to be of no historical interest or with their consent to transfer them to a more appropriate place of deposit or to destroy them.
- 2.3 Deposits or gifts are accepted by the Lead Archivist on the understanding that the Donor or Depositor is entitled to donate or deposit Records either as their owner or acting as his or her agent.
- 2.4 It is agreed that for the purposes of the Data Protection Act 1998 the Depositor will be deemed to be the data controller of any data contained in the Records that fall within the scope of the Act (Note: If the Records contain personal data or sensitive personal data as defined under the Data Protection Act 1998 and as interpreted by case law from time to time, relating to a third party, the Depositor should restrict the access to the Records until such time as the third party's consent is given. Further guidance on this may be sought from the Lead Archivist).
- 2.5 Records which are received by the Lead Archivist with a view to become a Deposit remain the property of the Depositor who retains the right to withdraw them subject to the terms and conditions of this Agreement.
- 2.6 Any change in the name and address of the owner of the Records or the Depositor shall be notified to the Lead Archivist as soon as reasonably possible.
- 2.7 The Archive will not accept any responsibility for any consequences which may arise from the failure to notify any changes in accordance with Clause 2.6.

3. MINIMUM DEPOSIT PERIOD

- 3.1 The Lead Archivist reserves the right to specify a Minimum Deposit Period. If a Minimum Deposit Period applies to this Agreement it shall be noted in Appendix 1 to this Agreement.

4. LISTING

- 4.1 The Records will be listed as part of the Archives programme of cataloguing of all collections in its custody to a level and in a manner appropriate to their nature and number. A copy of this list / catalogue / schedule will be supplied to the Depositor when complete.
- 4.2 The Records will normally be numbered with a finding reference for their identification. The copyright of all such lists and other finding aids will be vested in the Archive.

5. ACCESS

- 5.1 At the discretion of the, and subject to Lead Archivist exceptions outlined in Clauses 2.5 and 5.3, Records will be made freely available for research to individuals who demonstrate a serious interest in them.
- 5.2 Records will also be made freely available to the owner if different to the depositor, the Depositor, members of his or her family and to such other persons as the Depositor may from time to time nominate.
- 5.3 No member of the public will be allowed to access the Records before the list / catalogue or schedule is prepared unless the Depositor agrees otherwise or unless it is appropriate to do so under freedom of information or data protection legislation.
- 5.4 The Lead Archivist or Depositor with the agreement of the other party may place a restriction on public access to individual records subject to compliance with freedom of information or data protection legislation. Such specific terms of deposit including restrictions on the production, exhibition, or publication of specified Records must be agreed between the Lead Archivist and the Depositor and attached to this Agreement.

6. USE OF RECORDS

- 6.1 The Archive will be entitled to photograph, microfilm or otherwise copy the Records, the copies to be the property of the Archive.
- 6.2 The Archive may also use copies of the Records for the Archive's own purpose including making them available outside the Archive to promote its services and publicise its activities.
- 6.3 Permission of the Depositor will be sought for any publication of the substantial part of a Record or Deposit.
- 6.4 Subject to preservation and copyright provisions, reproductions of Records may be supplied to members of the public for purposes of study, exhibition, and publication.

7. CONSERVATION/CARE OF RECORDS

- 7.1 The Archive shall take all reasonable care of the Deposit placed in the custody of the according to its Lead Archivist preservation policy.
- 7.2 All Records will be numbered for their own safety.
- 7.3 Repairs to Records will be undertaken where appropriate and in accordance with the Archive's policy.
- 7.4 Documents which in the opinion of the Lead Archivist are fragile or at risk of damage will not be available for public inspection unless otherwise agreed with the Depositor.

8. WITHDRAWALS

- 8.1 The Depositor may remove the Records from the Archive on a temporary basis providing that the Depositor must give five working days written notice of the intention to remove such Records.
- 8.2 If the records are to be removed permanently after any minimum deposit period has expired, the Depositor must give to the Archive one month's written notice.

- 8.3 If the Depositor permanently removes the Deposit or any Record, the Lead Archivist may at their discretion defray the cost of listing, storage, and conservation by levying a charge.
- 8.4 During the period of notice, the Archive will be entitled to copy Deposits and or Records by such methods as is deemed appropriate by the Lead Archivist and to make such copies available for research after the withdrawal of the Deposit or Record.
- 8.5 The Depositor or any other person requiring the removal of the Deposit or any Record whether temporarily or permanently must prove his or her entitlement to receive the documents to the satisfaction of the Archive
- 8.6 Requests to exhibit records other than at the premises of the Authority will be referred to the Depositor.

9. DEPOSITOR INFORMATION

- 9.1 The Depositor acknowledges that Denbighshire Archive Service will record the Depositor and the Owner's (if applicable) personal data (name and address) in order to identify the records deposited under the terms of the Agreement.
- 9.2 This information may be disclosed to the public on request. Please tick the box if you agree for this information to be made available in this way.

APPENDIX 1: GIFT

The records subject to this agreement will be transferred as a gift to the Denbighshire Archive Service.

Signed by the DONOR:

Date:

Signed for the ARCHIVE:

Date:

APPENDIX 2: DEPOSIT

The records subject to this agreement will remain on deposit at the Denbighshire Archive Service for the minimum ofyears.

Signed by the DEPOSITOR:

Date:

Signed for the ARCHIVE:

Date: