



ARCHIVES DEPOSIT AGREEMENT

THE AGREEMENT

This Agreement dated DATE is made between ABERTAY UNIVERSITY ARCHIVES (“THE ARCHIVES”) of ABERTAY UNIVERSITY, BELL STREET, DD1 1HG, 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 Archives, and the Archives agrees to accept the placement.

1) Ownership of the Papers

- i) The Donor represents and warrants that he/she is the owner of the Papers.
- ii) Ownership of the Papers which will be placed exclusively with the Archives will be vested in the Archives; and title to any Papers placed after the date of this Agreement will transfer to the Archives on delivery.

2) Access

The parties intend that after cataloguing the Papers will be made available to the public through its reading room and in some cases on its website for access purposes including research. They recognise, however, that in some cases 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 either before placement with the Archives and indicated in the Schedule, and/or marked in the process of cataloguing, together with a note of the period of reservation. If the Archives receives a request under the *Freedom of Information (Scotland) Act 2005* or the *General Data Protection Regulation 2018* (GDPR) for the disclosure of information in the Papers/Manuscript(s), the Archives will notify the Donor and consult with the Donor.

Subject to the Act or GDPR, it is the parties' intention that until catalogued the Papers should remain closed to all but members of staff at the Archives and authorised representatives of the Donor. After completion of the catalogue, members of staff at the Archives will consult with the Donor about on-going arrangements for access which comply with the Act.

3) Intellectual Property Rights

- i) All and any copyright in the Papers is held exclusively by the copyright owner(s), unless otherwise assigned.
- ii) The Donor will not dispose of the copyright in his/her lifetime.
- iii) The Donor permits the Archives to store, translate, copy and re-arrange the Papers electronically for the purposes of preserving the digital items in the Papers, and providing access as outlined in section 2.
- iv) The Donor permits the Archives to create catalogues of the Papers and to create metadata required for the preservation of digital items in the Papers. The Archives 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.

v) The Archives will not reproduce or sanction to be reproduced by mechanical means (including all forms of photography) any material without the express permission of the copyright owner(s). As an exception, however, the Archives staff may use their discretion to supply copies to applicants who have signed a standard copyright declaration agreeing (amongst other conditions) to use the copies solely for purposes of non-commercial research and to seek the permission of the copyright owner(s) for any other use.

vi) In the case of such mechanical reproduction, the Archives will hold copyright in its own images (e.g. transparencies or digital files), but without prejudice to the underlying copyright in the material and any permissions granted to the Archives for the use of the material.

4) Disposal

i) The Archives 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 Archives wishes to de-accession the Papers, the Archives agrees not to sell, move or otherwise dispose of the Papers without consultation with the Donor, his/her heirs or assigns.

5) Preservation

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

6) Loss or damage

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

7) Security

The Archives 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/Manuscript(s)

(a) DESCRIPTION OF PAPERS:- e.g. correspondence, manuscript(s), notes, speeches, writings, photographs, printed material, digital material, video cassettes etc:

(b) Papers/Manuscripts where ownership is reserved (if any):-

description:-

period of reservation:-

reason(s) for reservation:-

(c) Further material which may be donated by the Donor in future:

AS WITNESS the hands of the Donor and of an authorised signatory for the Archives:

<p>SIGNED for and on behalf of ABERTAY UNIVERSITY ARCHIVES</p> <p>Name:</p> <p>Position:</p> <p>Signature:</p> <p>Date:</p>	<p>SIGNED BY, or on behalf of DONOR</p> <p>Name:</p> <p>Address:</p> <p>Signature:</p> <p>Date:</p>
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