

DERBYSHIRE COUNTY COUNCIL
DERBYSHIRE RECORD OFFICE
AND
DERBY DIOCESAN RECORD OFFICE

FACILITIES FOR OWNERS OF DOCUMENTS:
TERMS OF AGREEMENT FOR DEPOSIT

Section 1. Deposit

- 1.1 In these terms of agreement the word 'Deposit' means either any person, organisation or Body Corporate placing documents on deposit or their lawful heir, personal representative or successor in title, as the context demands, and the words 'Record Office' mean the Derbyshire Record Office administered by Derbyshire County Council including, as the context requires, any officer, employee, servant or agent of the Derbyshire Record Office or its successor authority, 'Chief Officer' means the Strategic Director of Cultural and Community Services who will normally be represented by the County and Diocesan Archivist.
- 1.2 In general, donations of documents to Derbyshire Record Office are preferred to deposits. Where deposits are accepted, this is normally from institutions or organisations which do not have legal powers to donate records.
- 1.3 By the term deposit it is understood that the party named in the attached document as the 'Depositor' acknowledges that he/she is the owner of the collection and has placed the records listed in the accompanying schedule in the custody of Derbyshire Record Office, but that this does not alter or otherwise affect the legal ownership of the information in the records. While the period of deposit is unspecified, the records should remain in the permanent custody of the Derbyshire Record Office for a period of at least 50 years, or such period as the Chief Officer may agree sufficient to justify the Record Office's expenditure on surveying, managing, cataloguing, indexing, packaging, storing and conserving them.
- 1.4 By depositing records in Derbyshire Record Office, the Depositor has established a relationship with a specific public record repository and any future deposits should therefore be offered to the Derbyshire Record Office.

1.5 The agreement shall remain in force unless revoked by the Depositor. The Depositor may revoke the agreement only under the terms of withdrawal which are set out in section 6 below.

1.6 In the case of receiverships and liquidations, it is recognised that the record-creating organisation has ceased to exist and that the receiver or liquidator has de facto gifted the records to Derbyshire Record Office.

1.7 As noted above, Derbyshire Record Office also accepts gifts or donations or bequests of records and paragraph 7 of this document refers to conditions of acceptance. Gifts of records are preferred. Deposits are accepted from institutions or organisations which have no power to donate records. Gifted, donated and bequeathed records become the property of Derbyshire County Council.

1.8 Derbyshire Record Office reserves the right to return to the Depositor any records deemed to be outside the Record Office's collecting policy or, with the consent of the Depositor, transfer them to a more appropriate place of deposit or to destroy them.

1.9 The Depositor will remain data controller of the records while they are in the custody of Derbyshire Record Office and will be responsible for compliance with the Data Protection Act 1998 and other similar legislation.

1.10 Any changes in the name or address of the Depositor of the records shall be notified to the Chief Officer. Derbyshire Record Office will not accept responsibility for any consequence which may rise from the failure to notify such changes. Any notification or other material to be sent by the Record Office to the Depositor shall be deemed to be served if sent (and will be sent) to the name and address last advised to the Record Office by the Depositor and any consent required under this agreement will be deemed to have been granted by the depositor after a period of 28 days from the date of posting.

Section 2 Preservation

2.1 The records will be stored in Derbyshire Record Office's accommodation.

2.2 Derbyshire Record Office will take all reasonable precautions to preserve the records from damage, loss or theft, but shall not be liable to the Depositor for any damage to or theft of them during the deposit period or for any consequential loss or expense whatsoever and howsoever caused to the Depositor.

Section 3 Conservation

Derbyshire Record Office will be entitled in its absolute discretion to take any of the following actions in respect of the deposited records.

3.1 To photograph, microfilm, scan or copy them, the ownership of and copyright in all such copies to be vested in Derbyshire Record Office and the Depositor hereby agrees to execute on request any formal assignment which may be necessary to give effect to such vesting.

3.2 To stamp and/or number them with a filing reference for their identification and safekeeping.

3.3 To carry out such work in regard to the conservation of the documents as may from time to time be considered necessary by the Chief Officer.

3.4 To withhold public access to the documents if in a fragile condition or for any other preservation reason at the absolute discretion of the Chief Officer until all necessary conservation work on them has been completed.

Section 4 Cataloguing

4.1 The records will be catalogued as part of the Derbyshire Record Office's prioritised programme for cataloguing collections in its custody and in accordance with the Record Office's current practice. A copy of the catalogue will be provided free of charge to the Depositor and to such other persons as the Chief Officer deems appropriate. Ownership of and copyright in all such catalogues and other finding aids shall vest in the Record Office.

Section 5 Access

5.1 Subject to any statutory or common law provisions and to any specific restrictions agreed between the Depositor and Derbyshire Record Office, records will be made available to the public for purposes of historical research free of charge at the Derbyshire Record Office during its advertised opening hours and subject to compliance with Search Room Regulations.

5.2 Having regard to the provisions of the Copyright Designs and Patent Act 1988 or any statutory modification or re-enactment thereof of the Act for the time being in force, single copies of records may, at the absolute discretion of the Chief Officer, 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 shall be allowed without copyright holder's consent.

5.3 Whole or extensive extracts from, or transcripts of, records or of photographs, digital images or microfilms of records may not be published by any person without the consent of the Depositor. It is the responsibility of the author and the publisher to seek permission for publication through the Chief Officer. The Derbyshire Record Office may without further consent of the Depositor publish or exhibit deposited records in original, digital or copy form in its own educational or informational publications. Such publications shall not be held to limit or infringe the copyright of the Depositor. Acknowledgement to the Depositor will be made in appropriate cases.

5.4 Deposit is a long-term arrangement. Deposited records will not be loaned to any party, except in special circumstances for the purpose of temporary exhibition by another institution with the consent of the Depositor, when the Chief Officer must be satisfied with security and display arrangements, and the exhibitor must provide satisfactory insurance cover.

Section 6 Withdrawals of deposited records

6.1 Depositors are advised to contact the Chief Officer in advance of any proposed withdrawal of deposited records.

6.2 Derbyshire Record Office may waive charges in respect of the services it has provided, but reserves the right to require from the Depositor the financial costs involved in the surveying, transport, management, packaging, storage, cataloguing, indexing and conservation of deposited records, such sum to be determined by the Chief Officer, in the event that the period of deposit is less than 50 years.

6.3 Withdrawals of deposited records are subject to payment (or arrangements for payment being agreed) of any amount which may be due from the Depositor to the Derbyshire Record Office if the period of deposit is less than 50 years. Actual costs will be adjusted to reflect cost of living rises between the date the costs were incurred and the date of reimbursement.

6.4 Subject to sections 6.2 and 6.3 above, the Depositor may exercise the right to reclaim the deposited records after giving six calendar months' written notice of intention to do so to the Chief Officer. In the event of the owner intending to sell all or any of the deposited records, the Derbyshire Record Office shall be given the first opportunity to buy them at a price to

be agreed between the owner and the Record Office, such a price to be agreed within 12 months of the notification of the intended sale.

6.5 During such period of notice the Derbyshire Record Office will be entitled to copy the records by such method as is deemed appropriate by the Chief Officer and to retain the copy as the property of the Record Office after the removal of the records. The Derbyshire Record Office will continue to make such copies available to the public subject to the conditions and limitations set out in Section 5 above, save only that publication will not be allowed without the consent of the Depositor, with the exception of limited quotation.

- 6.6 The Depositor or any other person requesting removal of the deposited records whether temporarily or permanently must prove their entitlement to receive the records to the satisfaction of the Chief Officer. Derbyshire Record Office accepts no liability for loss of or damage to records while they are withdrawn.

Section 7 Gifts, donations and bequests of records

7.1 Documents stated to have been received as a gift or donation shall become the outright property of, and be preserved by, the County Council; ownership of copyright is also deemed to have been gifted and any formal step necessary will be taken by the transferor to give effect to this provision by assignment or otherwise as appropriate. *These present terms of deposit shall not otherwise be regarded as applying to gifts, donations and bequests of records.*

7.2 Collections acquired by gift or legacy will, under the terms of the Data Protection Act 1998, have responsibility for data control transferred at the same time as ownership to the Derbyshire Record Office, unless a specific request is made to the contrary. The County Council will thereby have ultimate responsibility for compliance under the Act.

Section 8 Parish Records

8.1 Records deposited by the Parochial Church Council of an ecclesiastical parish within the Diocese of Derby will be held in Derbyshire Record Office in accordance with the terms specified in these terms of agreement and in the Parochial Registers and Records Measure 1978 (as amended 1993). Nothing in these terms of agreement shall be deemed to override or countermand the terms of the Measure.

Section 9 Conciliation

9.1 The National Archives will act as an independent source of conciliation advice between the parties in the event of any dispute arising over the terms of a deposit agreement.



Cultural and Community Services