

Donating your records

We usually accept records as a gift, where the owner transfers ownership of the records to us. This makes things simpler long-term.

By donating with us we will:

- Make your records available to the public in our supervised research room
- Store your records securely in our environmentally controlled repository
- Preserve your records and carry out conservation work, as required and as funds allow
- Catalogue your records as part of our cataloguing programme and make the catalogue available on our website
- Administer your records in accordance with data protection and copyright legislation

As the owner of the records, you will need to think about the copyright in your records. Usually, donors gift both the records and any copyright in them, as this enables us to make the best use of them and administer the copyright ourselves. Occasionally, there may be reasons why you cannot donate the copyright; if you don't donate copyright, we will need to contact you regarding requests for publishing, exhibiting and promoting the material, and using it for educational purposes. If you donate digital material, but do not donate the copyright, we will need to contact you for permission to make multiple copies and/or change the format of the material to ensure long-term preservation.

Depositing your records

If you do not want to donate your records, you can choose to deposit your records as a permanent loan. This means you retain ownership of the documents and we look after them on your behalf.

By choosing to deposit your records, you are able to withdraw the records with due notice. However, you may be required to reimburse the service an agreed amount for funds spent by the Service on preserving, conserving, cataloguing and making the records accessible, in accordance with our deposit terms and conditions. You will also be responsible for insuring the records for any amount in excess of the cover provided by the University.

It is your responsibility to notify us of any change in ownership of the records, or any change of contact details, so that we can contact you if necessary.

Please see **Appendix 2** for our **Deposit Agreement**.

The process

If you decide to donate your records, the process is quick and simple. We just need you to contact us to arrange for your records to be physically transferred to Heritage Quay and enter into our

Terms and Conditions for Donors and Depositors



Donor Agreement (see **Appendix 1**) as a receipt of donation. Please contact archives@hud.ac.uk to agree a transfer date and time.

If you decide to deposit your records you will need to enter into our Depositors Agreement (see **Appendix 2**). This will need to be completed before we can accept your records, otherwise we will treat your records as a donation. Please contact archives@hud.ac.uk to agree a transfer date and time.

If you should have any questions about your donation or deposit, please do not hesitate to contact us at archives@hud.ac.uk and we will be more than happy to assist you.

Last updated November 2016

Accession reference:

ACQUISITION FORM

Type of acquisition

Gift Deposit Loan for exhibition/copying Transfer Purchase

If purchase: price Grants received:

Description of material

(including name(s) of creator(s), material content, covering dates, extent, media, format, provenance, context, finding aids) Add supplementary sheets if needed

Restrictions on access
(give reason)

Received from (name)

Status Vendor Donor Depositor

If acting as agent: on whose behalf?

Address

Phone Email

Received by

Date

Location





Appendix 1: Donation Form

Name of Donor:

Address of Donor:

Email/Telephone:

Please select one of the following options:

- I own the copyright and wish to donate it
- I own the copyright but do not wish to donate it because.....
- I do not own the copyright which is owned by.....
- I don't know who owns the copyright

Value: £ (if the records have no monetary value that you are aware of, please put zero)

Description of records

(including name(s) of creator(s), material content, covering dates, extent, media, format, provenance, context, finding aids, condition of materials)

I confirm that I agree to the terms of donation overleaf and that I have the legal right to make this donation

Donor Name Donor Signature Date

Records received by Heritage Quay in accordance with the above description

Name Signature Date
Authorised for and on behalf of the University

1. Introduction

- 1.1. This agreement is made between the donor whose details are set out in the Donations Agreement form overleaf (“the Donor”) and The University of Huddersfield of Queensgate, Huddersfield, HD1 3DH (“the University”).
- 1.2. The purpose of this agreement is to summarise the mutual understanding of the Donor and the University in relation to a gift given for the benefit of the University.
- 1.3. The University is a charity exempt from registration in England and Wales under Schedule 3 of the Charities Act 2011.
- 1.4. This agreement is made subject to the following University policies – Archives & Special Collections Acquisitions Policy; Financial Regulations; Treasury Management Policy and Anti-Corruption and Bribery Policy.

2. Description of the Gift

- 2.1. The Donor agrees to make a gift to the University of the records detailed in the Donor’s Donation Agreement (“the Records”) for the purpose of enhancing the University’s archive collections and making the Records available for research (“the Purpose”).
- 2.2. The Records will be delivered to the University on the date the University signs the Donation Agreement.
- 2.3. The Donor confirms that the monetary value of the Records is as stated in the Donation Agreement form being an estimate of its fair market value.

3. Ownership of Records

- 3.1. Upon arrival at the University, responsibility for and ownership of the Records shall pass to the University absolutely for the University’s own use and benefit.
- 3.2. The University shall use and display the Records as it sees fit provided that this is (in the opinion of the University) consistent with the Purpose.
- 3.3. The University is granted all rights to capture, store, create, reproduce and distribute images of the Records in whatsoever form it chooses at any time provided that it acknowledges the Donor if appropriate and the Donor grants the University all rights necessary for this clause 3.3.
- 3.4. The Donor understands that the University will not return the Records once it has been accepted in accordance with this agreement and in good faith.

4. Publicity

- 4.1. The University will make reasonable efforts to gain exposure in recognition of the Records in the press as well as including the story on the University’s website and social media channels.
- 4.2. The Donor must secure the approval of the University prior to releasing into the public domain any articles, press releases or other materials which make reference to the Records.

5. University’s obligations

- 5.1. The University will administer the gift according to the University’s archive services policies.
- 5.2. If the Records are no longer able to be used for the Purpose, the University’s Archivist shall determine an alternative location for the Records deemed (in the University Archivist’s absolute discretion) to be the most consistent with the Purpose. Where possible, this decision will be made in consultation with the Donor or his first generation heirs.

6. Donor's obligations

- 6.1. Save where indicated in the Donation Agreement form the Donor confirms that he is the sole owner of the Records and knows of no third party who may have a right, interest or claim in the Records.
- 6.2. For the avoidance of doubt, the Donor confirms that he understands that philanthropic support, including the donation of the Records, will not influence the University's academic freedom or decision making processes.

7. Other

- 7.1. This agreement has been entered into on the date the University's signs of the Donations Agreement form.
- 7.2. In the event that the University ceases to exist as an autonomous academic institution, the Gift will remain within the control of the University.

November 2016



Appendix 2: Deposit Agreement

Name of Depositor:

Address of Depositor:

Email/Telephone:

Please select one of the following options:

- I own the copyright and wish to donate it
- I own the copyright but do not wish to donate it because.....
- I do not own the copyright which is owned by.....
- I don't know who owns the copyright

Value: £ (if the records have no monetary value that you are aware of, please put zero)

Description of records

(including name(s) of creator(s), material content, covering dates, extent, media, format, provenance, context, finding aids, condition of materials)

I confirm that I agree to the terms of deposit overleaf and that I have the legal right to make this deposit

Depositor Name	Depositor Signature	Date
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Records received by Heritage Quay in accordance with the above description

Name	Signature	Date
Authorised for and on behalf of the University		

1. Definitions and General

1.1. In this agreement the following words have the following meanings:

"Archivist"	The person or persons for the time being designated as the curator of the archives at The University of Huddersfield.
"Heritage Quay"	The University of Huddersfield whose address Queensgate, Huddersfield, HD1 3DH.
"Copyright Acts"	The Copyright Designs and Patents Act 1988, the Universal Copyright Convention 1952, the Berne Convention, and the Rome Convention as amended from time to time and any subordinate legislation made under these enactments.
"Deposit"	The placing by the Depositor of the Records in the custody of Heritage Quay without transferring or otherwise altering the ownership of the Records.
"Deposit form"	The form signed by the Depositor and Heritage Quay containing a list of the Records deposited at the date of this Agreement.
"Depositor"	The person, firm, company or other corporate body which owns (or is otherwise entrusted with) and makes a deposit of the Records, and subsequently the Depositor's successors or assigns.
"Owner"	The person, firm, company or other corporate body which owns the Records or any of them where such owner is not also the Depositor.
"Records"	Objects owned or otherwise entrusted to the Depositor, which shall include written or printed documents, all paper based materials, any audio visual recordings, any video, oral or electronic recordings and any other similar objects (including any copies or reproductions created in accordance with Clause 3.2 or otherwise).

1.2. Words importing any gender include every gender.

1.3. Words importing the singular number include the plural number and vice versa.

1.4. The legal construction of this Agreement shall not be affected by the clause headings which are for ease of reference only.

2. Depositing the Records

2.1. The Records are deposited by way of a permanent loan to the University and shall remain the property of the Depositor who can withdraw them in accordance with clause 9 of this Agreement.

2.2. The Records are deposited on the condition that Heritage Quay may apply for any third party funding in relation to the preservation, conservation, listing, access, publication, withdrawal and/or any other use or processing of the Records as the Archivist thinks proper. If it is a condition of the funding that the Records must remain at Heritage Quay for a fixed period of time, then the Archivist shall use reasonable endeavours to obtain the consent of the Depositor to the application in accordance with clause 13. If the Records are subsequently removed during the fixed period, the Depositor shall be responsible for any losses suffered by Heritage Quay as a result, including repayment of the third party funding.

- 2.3. In the event that the Archivist believes that Heritage Quay is no longer the most suitable repository for the Records, then the Archivist shall make reasonable endeavours to contact the Depositor to arrange for the return of the Records. In the event that the Depositor cannot be contacted, or refuses to accept the return of the Records within a reasonable time frame, the Archivist may arrange for the Records to be transferred to another place of archive or destroyed.

3. Preservation

- 3.1. The Records will be made available for consultation in a supervised reading room and will be stored in secure accommodation under conditions which broadly conforms with the British Standard specification on the storage and preservation of archives PD5454:2012 or any modification thereof or reasonably equivalent standard.
- 3.2. Heritage Quay shall use reasonable endeavours to ensure that it employs a properly qualified Archivist.
- 3.3. Heritage Quay agrees to catalogue, preserve and keep secure the Records and to update the catalogue in the event of new Records being deposited.
- 3.4. Heritage Quay will take all reasonable precautions to preserve the Records from theft, damage or loss howsoever sustained and shall be liable for any theft, damage or loss sustained as a result of Heritage Quay's negligence and/or the negligence of their employees or agents but will not be liable for any damage to them outside of Heritage Quay's reasonable control.
- 3.5. The Depositor shall be responsible for insuring the records for any amount in excess of the cover provided by Heritage Quay and Heritage Quay shall advise the Depositor of that amount.

4. Conservation

- 4.1. Heritage Quay shall store and maintain the Records in a secure and stable environment.
- 4.2. Heritage Quay may at its discretion:
 - 4.2.1. photograph or otherwise copy or reproduce the Records either digitally or physically, provided that such use does not in any way damage or potentially damage the Records. Where new intellectual property rights are created in the copies, such intellectual property shall be the property of Heritage Quay. Notwithstanding the foregoing, where any intellectual property rights in the copy vest in the Depositor, the Depositor grants Heritage Quay an irrevocable, royalty free licence to display such copies or reproductions electronically.
 - 4.2.2. carry out such work in regard to the conservation of the Records as may from time to time be considered desirable and practical by the Archivist.
 - 4.2.3. withhold or limit public access to Records in a fragile condition until such time as all practical and necessary measures to conserve them have been carried out.

5. Listing

- 5.1. The Records will be listed as part of Heritage Quay's programme of cataloguing all collections in its custody, to a level and in a manner appropriate to their nature and number and Heritage Quay shall use its reasonable endeavours to keep such list and/or catalogue up to date. This will normally include numbering

the Records (including any new Records deposited) with a finding reference for their identification. The copyright in all such lists and other finding aids will be vested in Heritage Quay.

- 5.2. A copy of the catalogue and updated catalogue will be provided in due course free of charge to the Depositor and to such persons or bodies as the Archivist considers appropriate. This may be provided either in hard copy, or digitally (at the Archivist's discretion)

6. Access

- 6.1. At the reasonable discretion of the Archivist, Records will be made available free of charge to researchers unless in the Archivist's reasonable opinion the records are too fragile or are insufficiently catalogued in order for them to be made available safely. Records will also be made available for research free of charge to the Owner and Depositor, and to such other persons as the Depositor may from time to time nominate.
- 6.2. Consultation of Records will be in the supervised reading room of Heritage Quay during its advertised opening hours and in accordance with regulations governing the use of papers adopted by Heritage Quay from time to time. A copy of the regulations currently in force is available on the Heritage Quay website.

7. Exhibitions & Lectures

- 7.1. Records may be used for exhibitions or to illustrate talks and lectures by Heritage Quay or other staff at the University. They may be displayed in original or copy form at the discretion of the Archivist.

8. Publication, Copyright and Data Protection

- 8.1. Where the Depositor has confirmed that they own the copyright or has procured the consent of the copyright owners, Heritage Quay will, where the Archivist considers it appropriate, give copyright permission in respect of copyrights held by the Depositor, provided that quotations do not exceed the proportion set out in current Copyright legislation nor constitute a whole document; this will usually be on the basis that the Depositor is acknowledged in publications unless otherwise agreed by the Depositor.
- 8.2. Where clause 8.1 does not apply and the Archivist reasonably believes that copyright subsists in the Records, the Archivist will provide researchers with information on their responsibilities when using copyrighted works and will refer any such requests back to the Depositor for approval or, if they have been identified by the Depositor, the owner of such rights.
- 8.3. Heritage Quay shall become a data controller for the Records and shall ensure compliance with the Data Protection Act, subsequent data protection legislation and any subsequent legislation relating to access to the Records. The Depositor shall co-operate with Heritage Quay in identifying personal data and shall not object to any measure that the Archivist deems necessary on the grounds of Data Protection.

9. Withdrawals

- 9.1. The Depositor may withdraw some or all of the Records temporarily for a period of not more than 18 months at any time provided that:
- 9.1.1. if the Depositor wishes to withdraw the Records for less than six months, the Depositor must give not less than one weeks' notice; or
- 9.1.2. if the Depositor wishes to withdraw the Records for more than six months, the Depositor must give not less than one months' notice.

- 9.2. Any notice given under clause 9.1 must state the length of the proposed temporary withdrawal. If the Records are not returned within 18 months then they will be deemed to have been permanently withdrawn.
- 9.3. The Depositor may withdraw all or some of the Records permanently at any time provided that a period of at least six months' notice of intent is given to Heritage Quay.
- 9.4. If the Records or any of them which have been held on deposit for less than 10 years are permanently withdrawn under clause 9.2 or 9.3, Heritage Quay reserves the right to invoice the Depositor for any reasonable expenses relating to the cataloguing and conservation of the Records which are withdrawn and the Depositor shall pay such invoice within 30 days of the date of invoice.
- 9.5. Heritage Quay is not responsible for any loss or damage which may occur to the Records whilst they are withdrawn from Heritage Quay.
- 9.6. Heritage Quay will be entitled to copy Records by such method as is deemed appropriate by the University Archivist and to make such copies available for research after the withdrawal of records. In the event of a permanent withdrawal, all requests for publication would thereafter be referred to the Depositor of the Records at their last known address.
- 9.7. Heritage Quay and the Depositor agree that the provisions of this clause 9 may be exercised either by the Depositor, or a person authorised by the Depositor in writing, or by any person who can prove their legal entitlement to the Records.

10. New Records

- 10.1. The Depositor shall be entitled to deposit further Records generated by the Depositor during the term of this Agreement.

11. Depositor's Obligations

- 11.1. The Depositor warrants that:

11.1.1. it is the owner of the Records, or is duly authorised by the Owner to enter into this Agreement on their behalf and grant the rights contained in this Agreement to the University;

11.1.2. the Records do not infringe the copyright or other rights of any other person or party, nor does it/do they contain libellous or defamatory material;

11.1.3. if the Records contain works which has/have been commissioned, sponsored, or supported by any organisation it has fulfilled any obligations required by such organisation to enter into this Agreement; and

11.1.4. it has full capacity and authority to enter into and perform this Agreement.

- 11.2. The Depositor shall indemnify the University against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the University arising out of or in connection with any breach of the warranties contained in clause 11.1.

11.3. Any change in the name and address of the Depositor or, where appropriate, the Owner of the records shall be notified to the University Archivist. Heritage Quay will not accept responsibility for any consequences which may arise from the failure to notify such changes.

11.4. The Depositor grants to Heritage Quay the right to copy and use the Records in accordance with these terms.

12. Termination & Force Majeure

12.1. This Agreement shall continue in full force and effect until the Records are returned to the Depositor, in accordance with either clause **Error! Reference source not found.**, 9.2 or 9.3.

12.2. Termination of this Agreement shall be without prejudice to any rights or obligations existing or that may have accrued as at the date of such termination.

12.3. Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party for any failure or delay in performing its obligations under this Agreement if prevented from doing so by Force Majeure and shall be entitled to a reasonable extension of time for performing its obligations. If such Force Majeure event continues in respect of a substantial part of the Agreement for a period of more than 90 days then either party may be entitled to terminate this Agreement forthwith, upon written notice to the other.

13. Notice & Approvals

13.1. Any notice to be received under this Agreement shall be in writing and served upon the Depositor at the Address set out in the deposit form (or any address subsequently notified to Heritage Quay in writing) and upon Heritage Quay at the address set out in this Agreement.

13.2. Subject to clause 13.3, any notice given shall be delivered either by hand or by first class post or email, and shall be deemed served 48 hours after posting or, in the case of email, 24 hours after sending.

13.3. In the event that one party is required to use reasonable endeavours to contact the other under this agreement, it shall be deemed sufficient if that party can demonstrate that they have sent the notice by recorded delivery to the last known address of the recipient and, if the recipient has provided an email address, has sent a copy of such notice by email to that address.

13.4. Any approval, consent or agreement to be given by either party in accordance with this Agreement shall not be unreasonably withheld or delayed. Where a party submits or uses reasonable endeavours to submit any item to the other for discussion or approval and does not receive a response from the other within seven days of submission the item in question shall be deemed approved.

14. Entire Agreement

14.1. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and cancels and supersedes all prior agreements between the parties.

14.2. Heritage Quay may amend these terms from time to time by sending notifying the Depositor of the updated terms.

14.3. Should any term of this Agreement be considered void or voidable under any applicable law then such term shall be severed or amended in such a manner as to render the remainder of this Agreement valid or enforceable, unless the whole object is thereby frustrated.

14.4. This agreement shall be binding upon and inure to the benefit of each parties' respective successors in title.

14.5. Nothing in this Agreement shall be construed as constituting or be deemed to constitute a partnership or joint venture between the parties.

15. Waiver

15.1. Failure of either party at any time to demand strict performance by the other of any of the undertakings, terms and conditions set forth herein shall not be constituted as a continuing waiver or relinquishment thereof and each party may at any time demand strict and complete performance by the other of the said undertakings, terms and conditions.

16. Rights of Third Parties

16.1. Notwithstanding any other provision of this Agreement, none of the terms of this Agreement shall be relied upon or enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party who is not a party to this Agreement. This provision will not affect any rights or remedies available to a third party apart from the aforementioned Act.

17. Jurisdiction

17.1. The construction, validity and performance of this Agreement shall be governed in all respects by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts with regard to any claim or matter arising in connection with this Agreement. The parties agree to consider the use of mediation or other alternative dispute resolution service to resolve any dispute arising from this agreement but are not prevented from resorting to litigation.

November 2016